JUL 31 2025





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 y	ou are applying for:	
Lot Line Adjustment	Boundary Line Adjustment	Vacation of Interior Lot Line and/or Easements

a	ppli	the property is established as "a" and "b", be sure to use the same reference throughout the cation. This form was designed to accommodate two properties, if additional properties are ved please provide information on additional pages as attachments.
1	70	ease provide the name, mailing address, telephone number and e-mail address for each property wner of each property involved in the LLA/BLA/VILL application:
	a.	Name: Gayle F. and Susan M. Miller (143 Holiday Hills Blut - Howard
		Mailing Address: 11001 W. 15# Place Apl. 759 Lake wood Co 80215
		Telephone Number: 303-579-9996 Facsimile Number:
		Email Address: miller gayle 41@ gmail. com
	b.	Name: Joe E. Nelson (121 Holiday Hills Blvd Howard Mailing Address: P.O. Box 660, Powch Springs, Co 8124)
		Telephone Number: 7/6, 22/ 0890) Faccinity N. 1
		Telephone Number: 7/9 22/8882 Facsimile Number:
		Email Address:
	c.	Consulting Firm Name: Central Rockies Land Surveying LLC
	ı	Mailing Address: 7405 Hwy SOW Suite 130 Salita CO 81201
		Telephone Number: 119-850 - 1802 Facsimile Number:
		Email Address: ray @ Central rockies land Surveying, com
2.	The	e proposed plat title is
3.		e total number of properties involved prior to this application are
4. 5	I he	e total number of lots as a result of this application are
٥.		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
	out	standing mortgage, deed of trust, lien, judgment or the like for each property involved in a
	LL	A/BLA/VILL application prior to final approval by the Department. Will any property involved
	ın t	his application require a form to be executed and submitted? Yes No
6.	Wh thro	at is the current Zone District for each involved property? Zone verification may be completed ough the Planning and Zoning Office prior to application submittal.
	a.	This property is located in the Zone District.
	b.	This property is located in the Zone District. This property is located in the Zone District.
7.	In a	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 \$\(\frac{100}{\cdot 00}\) is attached to this application (Check #\(\frac{102}{\cdot 00}\)) 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 Sunar M. Millu Date 7/29/25 b. Property "b" Owner Signature Date 6-6-25
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)



ALTA COMMITMENT FOR TITLE INSURANCE issued by WESTCOR LAND TITLE INSURANCE 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, OR OTHER REPRESENTATION DETERMINE INSURABILITY OF THE TITLE COMPANY, WERE PERFORMED SOI EXTRACONTRACTUAL LIABILITY TO ANY

THE COMPANY'S OBLIGATION UNDER IDENTIFIED IN SCHEDULE A IN ACCOF COMPANY HAS NO LIABILITY OR OBLIFPERSON.

Subject to the Notice; Schedule B, Part I Westcor Land Title Insurance Company, a to the terms and provisions of this Comm for each Policy described in Schedule A, the Proposed Amount of Insurance and t

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"S USED BY THE COMPANY TO N, ARE PROPRIETARY TO THE MPANY, AND CREATE NO

> Y TO A PROPOSED INSURED S OF THIS COMMITMENT. THE COMMITMENT TO ANY OTHER

ns; and the Commitment Conditions, commits to issue the Policy according mmitment Date shown in Schedule A A both the specified dollar amount as

If all of the Schedule B, Part I – Requirements nave terminates and the Company's liability and obligation end.

e Commitment Date, this Commitment

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

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

AMERICAN LAND TITLE ASSOCIATION

- 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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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:
 - 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.



- 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.

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.

WESTCOR LAND TITLE INSURANCE COMPANY 875 Concourse Parkway South Suite 200, Maitland, FL 32751

SEAL By:	Many chack President	
By:	Sal-	ø
ωy.	Secretary	2



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

Issuing Agent: Central Colorado Title and Escrow Issuing Office: 129 East Rainbow Boulevard

Salida, CO 81201

Issuing Office's ALTA® Registry ID: 1076574

Loan ID Number:

Commitment Number: 25-25327 Issuing Office File Number: 25-25327

Property Address: 163 Holiday Hills Boulevard, Howard, CO 81233

Revision Number:

SCHEDULE A

1. Commitment Date: July 24, 2025 at 7:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy

Proposed Insured: TBD
Proposed Amount of Insurance: \$0
Policy Premium: \$0.00

The estate or interest to be insured: fee s

fee simple

(b) 2021 ALTA Loan Policy

Proposed Insured: TBD
Proposed Amount of Insurance: \$0
Policy Premium: \$0.00
The estate or interest to be insured: fee simple

- 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: Gayle E. Miller and Susan M. Miller
- 5. The land is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.



WESTCOR LAND TITLE INSURANCE COMPANY

875 Concourse Parkway South Suite 200, Maitland,

CENTRAL COLORADO TITLE AND ESCROW

129 East Rainbow Boulevard, Salida, CO 81201

Telephone: (719) 539-1001

Countersigned by:

Call May

Mungerhow

President

FL 32751

Diana Krebs, License #506785 Central Colorado Title and Escrow, License #871893

Ву:_

Secretary

SCHEDULE B, PART I - 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. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
- 5. Evidence that all assessments for common expenses, if any, have been paid.
- 6. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
- 7. 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.
- 8. Upon receipt of fully executed purchase contract, fill title commitment order, and/or closing instructions concerning subject property, the company reserves the right to set forth additional requirements and/or exceptions as may be necessary based on the specific terms of the contemplated transaction.
- 9. Please be advised that our search did not disclose any open Deeds of Trust of Record. If you have knowledge of an outstanding obligation, please contact us immediately for further review prior to closing.



SCHEDULE B, PART II - Exceptions

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

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

- Rights or claims of parties in possession not shown by the Public Records.
- 2. Easements or claims of easements not shown by the Public Records.
- Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- 4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
- 5. 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.
 - Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.
- 6. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
- 7. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land-
- 8. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
- 9. 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; The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted, as set forth in U.S. Patent recorded September 24, 1900 as Reception No. 55102 (S2 SW4 Section 35).
- 10. 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; The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted, as set forth in U.S. Patent recorded July 23, 1902 as <u>Reception No. 63117</u> (S2 SE4 Section 34).
- 11. Right of Way Easement to Eagle Valley Telephone Company recorded May 23, 1978 in Book 617 at Page 110 as Reception No. 442647.



- 12. Subject to terms and conditions set forth in Easement recorded February 13, 1996 in Book 1239 at Page 227 as Reception No. 643517.
- 13. Reserving for road purposes a strip of land 20 feet in width as measured at right angles to and adjacent to courses 1 and 2 and 6 and 7, as set forth legal description for subject property in Deed recorded August 25, 2011, as Reception No. 888568.





EXHIBIT "A"

The Land referred to herein below is situated in the County of Fremont, State of Colorado and is described as follows:

A tract of land located in the SE1/4 SE1/4 of Section 34, and in the SW1/4SW1/4 of Section 35, all in Township 49 North, Range 10 East of the N.M.P.M., described as follows:

Commencing at the Southwest corner of said Section 35, run thence North 88°28'49" East along the South line of said Section 35, 112.25 feet; thence North 11°53'17" West 232.55 feet; thence North 23°32'04" East 164.21 feet to the point of beginning of that tract of land herein described;

- 1. thence North 32°23'26" West 119.46 feet;
- 2. thence South 59°11'04" West 54.11 feet;
- 3. thence North 31°00'00" West 105.77 feet to intersect the Northwesterly boundary of that tract of land conveyed in Book 499, Pages 251 and 252, under Reception No. 372246, Fremont County records.
- 4. thence North 59°00'00" East along said Northwesterly boundary, 36.66 feet;
- 5. thence North 82°00'00" East along said Northwesterly boundary, 288.94 feet;
- 6. thence South 11°39'34" West 211.16 feet;
- 7. thence South 81°40'04" West 111.11 feet to the point of beginning.

Reserving for road purposes a strip of land 20 feet in width as measured at right angles to and adjacent to courses 1 and 2 and 6 and 7, as described above.

County of Fremont, State of Colorado.



CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

Property: 163 Holiday Hills Boulevard, Howard, CO 81233

U.S. Bank, N.A., a successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank) as trustee for Long Beach Mortgage Loan Trust 2002-1 to Gayle E. Miller and Susan M. Miller by deed dated 08/11/2011 and recorded on 08/25/2011 as Instrument Number 888568 in the Official Records of the Fremont County Clerk & Recorder.





Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

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

Information Collected

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

Access to Information

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

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

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

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



ALTA COMMITMENT FOR TITLE INSURANCE issued by WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

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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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS IDENTIFIED IN SCHEDULE A IN ACC COMPANY HAS NO LIABILITY OR O PERSON.

Subject to the Notice; Schedule B, Part Westcor Land Title Insurance Company, to the terms and provisions of this Comn for each Policy described in Schedule A, the Proposed Amount of Insurance and t

If all of the Schedule B, Part I - Requiren terminates and the Company's liability an DLICY TO A PROPOSED INSURED IONS OF THIS COMMITMENT. THE HIS COMMITMENT TO ANY OTHER

ons; and the Commitment Conditions, commits to issue the Policy according ommitment Date shown in Schedule A A both the specified dollar amount as

e Commitment Date, this Commitment

Commitment

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1. **DEFINITIONS**

"Discriminatory Covenant": / law because it illegally discri

hat is unenforceable under applicable personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

"Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public b. Records.

"Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute C. 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.

"Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including d. one evidenced by electronic means authorized by law.

"Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be e. 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.

"Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued g. 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

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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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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:
 - 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.

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

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- 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.

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.

WESTCOR LAND TITLE INSURANCE COMPANY 875 Concourse Parkway South Suite 200, Maitland, FL 32751

SEAL 120	By:President
121	By:Secretary



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

Issuing Agent: Central Colorado Title and Escrow Issuing Office: 129 East Rainbow Boulevard

Salida, CO 81201

Issuing Office's ALTA® Registry ID: 1076574

Loan ID Number:

Commitment Number: 25-25328 Issuing Office File Number: 25-25328

Property Address: 121 Holiday Hills Boulevard, Howard, CO 81233

Revision Number:

SCHEDULE A

1. Commitment Date: July 24, 2025 at 7:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy

Proposed Insured:

TBD \$0

Proposed Amount of Insurance: Policy Premium:

\$0.00

The estate or interest to be insured:

fee simple

(b) 2021 ALTA Loan Policy

Proposed Insured:

TBD

Proposed Amount of Insurance:

\$0

Policy Premium:

\$0.00

The estate or interest to be insured:

fee simple

- **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:

Joseph Nelson

5. The land is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.



CENTRAL COLORADO TITLE AND ESCROW

129 East Rainbow Boulevard, Salida, CO 81201

Telephone: (719) 539-1001

Countersigned by:

Diana Krebs, License #506785 Central Colorado Title and Escrow, License

#871893

WESTCOR LAND TITLE INSURANCE COMPANY 875 Concourse Parkway South Suite 200, Maitland, FL 32751

Commence Many Charge

President

By:_____ Secretary

SCHEDULE B, PART I - 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. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
- 5. Evidence that all assessments for common expenses, if any, have been paid.
- 6. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
- 7. 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.
- 8. Upon receipt of fully executed purchase contract, fill title commitment order, and/or closing instructions concerning subject property, the company reserves the right to set forth additional requirements and/or exceptions as may be necessary based on the specific terms of the contemplated transaction.
- 9. Please be advised that our search did not disclose any open Deeds of Trust of Record. If you have knowledge of an outstanding obligation, please contact us immediately for further review prior to closing.



SCHEDULE B, PART II - Exceptions

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

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

- 1. Rights or claims of parties in possession not shown by the Public Records.
- 2. Easements or claims of easements not shown by the Public Records.
- Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- 4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
- 5. 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.
 - Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.
- All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
- 7. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
- 8. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
- 9. 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; The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted, as set forth in U.S. Patent recorded September 24, 1900 as Reception No. 55102 (S2 SW4 Section 35).
- 10. Burdens set forth in Easement recorded February 13, 1996 in Book 1239 at Page 227 as Reception No. 643517.



EXHIBIT "A"

The Land referred to herein below is situated in the County of Fremont, State of Colorado and is described as follows:

A tract of land located in the SW1/4 SW1/4 of Section 35, Township 49 North, Range 10 East of the N.M.P.M., Fremont County, Colorado, described as follows:

Beginning at a point on the West line of the SW1/4 SW1/4 of said Section 35 from which the northwest corner of said SW1/4 SW1/4 bears North 02°20'35" East, 743.00 feet;

Thence North 0°20'35" East along said West line a distance of 153.00 feet;

Thence North 81°59'35" East, 288.94 feet;

Thence South 0°20'35" West, 153.00 feet to the northerly line of the parcel of land conveyed by Warranty Deed recorded in Book 499 at Page 251 and 252, Fremont County records;

Thence South 81°59'35" West along said northerly line a distance of 288.94 feet to the point of beginning.

Together with a private 20 foot easement for road purposes as described in Easement recorded February 13, 1996 in Book 1239 at Page 227, Fremont County records.



CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

Property: 121 Holiday Hills Boulevard, Howard, CO 81233

John J. Massarotti and Tamara M. Massarotti to Joseph Nelson by deed dated 06/30/2015 and recorded on 07/01/2015 as Instrument Number 929822 in the Official Records of the Fremont County Clerk & Recorder.





Notice of Privacy Policy

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Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

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

Information Collected

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

Access to Information

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

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

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

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

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

241-1-	
Homestead Certificate No. 3455- APPLICATION 5-3-2- United States a Certificate of the Register of the Land Office at Property of the Land Office at Prope	languited in the General Land Office of the
United States a Certificate of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of the Land Office at President of the Register of	ble Clasedo whereby
it appears that, pursuant to the Act of Congress approved 20th May,	
	3. 12.
ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supp	
Thomas J. Timera has been established to the state of the	d and duly consummated, in conformity
to law, for the South Most greater of the north Most	fall of a of & if Mala
grantif of Section think him in Townsh	is lost mine north of
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Exceptions	6
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according to the Official Plat of	aral Land Office by the
Surveyor General:	/
Thomas of That the Hill Blue	ATES unto the said
The DIVI	of land above described:
To Have and to Hold the said tre	said
Thomas J. Mis	assigns forever; subject
	ajavuring or other purposes, and rights
to ditches and reservoirs used in connection with such water rights,	
by the local customs, laws and decisions of Courts, and also subject to t	he right of the proprietor of a vein or lode
to extract and remove his ore therefrom, should the same be foun	d to penetrate or intersect the premises
hereby granted, as provided by law.	
In Testimony Whereof, I, Grover Clevelan	President of the United States of America,
have caused these letters to be made patent, and the Seal of the Gene	control of the process of the second party of
Given under my hand, at the City of	
	n the year of our Lord one thousand eight
hundred and Remely Dix	, and of the Independence of the United
	which
BY THE PRESIDENT: Showing	bleveland
By M	Mc Kean Secretary.
L. C. Lamar	Recorder of the General Land Office.
Recorded, Vol. 8 Page 474	# 827
	1900
Filed for Record the 24 day of Sept	A. D. 189, at 739 o'clock a. M.
Summer	1 Tohlman
	Olivandry-
Ru N	L. Bick . Deputy.

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 2235 APPLICATION 40 90 Whereas, There has been deposited in the General Land Office of the
United States a Certificate of the Register of the Land Office at Could Continued whereby
it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO
ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of
to law, for the
Jordt had of the South East quarter and the South East quarter of the South What quarter of Seather third granter of Seather third granter of the Worth last quarter of the Worth last quarter of the Worth last of Seather or the lost numbered too of Southern there in Jones hip first eight with of Range last last of Meer Mexica mendion in bolovado Continuing and hundred and Secretary acres and Lind Six hundred the of an own
according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the
Surveyor General:
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New Know Ye, That there is, therefore, granted by the UNITED STATES unto the said
Lewis L. Therman the tract of land above described:
To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said
Lewis L. Reeman and to him heirs and assigns forever; subject
to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights
to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged
by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode
to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises
hereby granted, as provided by law.
In Testimony Whereof, I, Bonjamin Harrison President of the United States of America,
have oursed these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.
Given under my hand, at the City of Washington, the Americanth
day of March, in the year of our Lord one thousand eight
hundred and Minely lowe , and of the Independence of the United
[SHAL] States the one hundred and Sylunds
BY THE PRESIDENT: Benjamin Harrison
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By E. Macfaeland and Socretary.
By E. Macfaeland and Socretary.
D. P. Roberto Recorder of the General Land Office.
D. P. Roberto Recorder of the General Land Office. Recorded, Vol. 8 Page 67
D. P. Roberto Recorder of the General Land Office.
Recorded, Vol. 8 Page 67. By E. Macfaeland Socretary. Recorder of the General Land Office.
Recorded, Vol. 8 Page 67 Filed for Record the 23 day of July A. D. 1892, at 8.10 o'clock A.M.
Recorded, Vol. 8 Page 67 Filed for Record the 23 day of J. J. Mahlman. Experience of the General Land Office. A. D. 1892, at 810 o'clock a.M.

EAGLE VALLEY TELEPHONE COMPANY RIGHT-OF-WAY EASEMENT

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1	2	* 6	
-	1	1	Henry Beck and Beatrice Beck
MORMA HATFILL	120,000 miss +		for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto EAGLE VALLEY TELE-PHONE COMPANY, whose post office address is Box 570, Eagle, Colorado 81631, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Fremont State of Colorado, and more particularly described as follows: Township
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at 3:35 P	110		
1.5.13 (8	t:	t)	
1		1	
1	617	s l	Indition construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system with appurtenant structures, to remove brush, vegetation, trees and obstructions within said strip of land when such is reasonably necessary for implementation of the rights herein above granted and to icense, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for elephone or electrification purposes. After the exercise by the Company of any rights granted hereunder, the Company shall promptly restore the surface ground to its orginal condition as nearly as is practical.
	ţ		Section of the Hours as is practical.
	142647		The undersigned agrees that all poles, cables, wires and other facilities, including all telephone equipment, installed on the bove-described premises at the Company's expense, shall remain the property of the Company, removable at the option of the ompany. The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of enumbrances and liens of whatsoever character except those held by the following persons:
	-44		
	Ç ^{‡1} (4)	Si	WITNESS WHEREOF, the undersigned have set their hands and seals this
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	Roompler		James Bart (L.S.)
			ACKNOWLEDGMENTS
		S	TATE OF Colorado)
		C	DUNTY OF SS.
			On this 17 th day of again 1978 before me personally appeared the many Books
		to	be the person who is described in and who executed the within instrument, and acknowledged to me that he (or they) executed e same.
		dh	e same.
			New Pills of Unit of the Court
			Notary Public, County of Cagle My Commission Expires 28 1980
		: T	ATE OF NO. 2
			DUNTY OF SS.
			On this day of, 19, appeared before me
	t	0	me personally known to be the person whose name is subscribed to this instrument as a subscribing witness with 1 in 10
	5	W	orn, says that, whose nameare/is subscribed to the instrument as partyof the first part
	a	15 8	/is the person — described in it, that such person — executed it in his presence and that the witness subscribed his name thereto a witness.
			Notary Public, County of

My Commission Expires _____

643517 B-1239 P-227 02/13/96 11:00A PG 1 OF 5 FREMONT COUNTY, COLORADO NORMA HATFIELD

DOC REC 26.00

EASEMENT

THIS EASEMENT, dated and delivered this about January, 1996 by and between JERRY L. HIXON and SALLY J. HIXON, (hereinafter referred to as "Owners"), parties of the first part, and TIMOTHY W. LEE, (hereinafter referred to as "Grantee"), parties of the second part;

WITNESSETH:

I.

the Owners have title to the following described property situated in Fremont County, Colorado:

34, and in the SW 1/4 S W 1/4 of Section 35, all in Township 49 North, Range 10 East of the N.M.P.M., described as follows: Commencing at the Southwest corner of said Section 35, run thence North 88 Degrees 28 Minutes 49 Seconds East along the south line of said Section 35, 112.25 feet; thence North 11 Degrees 53 Minutes 17 Seconds West 232.55 feet; thence North 23 Degrees 32 Minutes 04 Seconds East 164.21 feet to the point of beginning of that tract of land herein described;

A tract of land located in the SE 1/4 SE 1/4 of Section

thence North 32 Degrees 23 Minutes 26 Seconds West 119.46 feet;

1 1 1 1 1 1 1 TOTAL

thence South 59 Degrees 11 Minutes 04 Seconds West 54.11 feet;

thence North 31 Degrees 00 Minutes 00 Seconds West 105.77 feet to intersect the northwesterly boundary of that tract of land conveyed in Book 499, Pages 251 and 252, under Reception No. 372246, Fremont County records;

thence North 59 Degrees 00 Minutes 00 Seconds East along said northwesterly boundary, 36.66

thence North 82 Degrees 00 Minutes 00 Seconds East 5. along said northwesterly boundary, 288.94 feet;

thence South 11 Degrees 39 Minutes 34 Seconds 6.

West 211.16 feet; thence South 81 Degrees 40 Minutes 04 Seconds West

111.11 feet to the point of beginning Reserving for roadway purposes a strip of land 20 feet in width as measured at right angles to and lying adjacent to courses 1 and 2 and 6 and 7, as described above.

WHEREAS, Grantee is purchasing the following described property situated in Fremont County, Colorado:

A tract of land located in the SW 1/4 SW 1/4 of Section 35, Township 49 North, Range 10 East of the N.M.P.M., Fremont county, Colorado described as follows:

Beginning at a point on the west line of the SW 1/4 SW 1/4 of said Section 35 from which the northwest

SW 1/4 of said Section 35 from which the northwest corner of said SW 1/4 SW 1/4 bears North 0 Degrees 20 Minutes 35 Seconds East, 743.00 feet; thence North 0 Degrees 20 Minutes 35 Seconds East along said west line a distance of 153.00 feet; thence North 81 Degrees 59 Minutes 35 Seconds East, 288.94 feet; thence South 0 Degrees 20 Minutes 35 Seconds West, 153.00 feet to the northerly line of the parcel of land conveyed by Warranty Deed recorded in Book 499 at Pages 251 and 252, Fremont County records; thence South 81 Degrees 59 Minutes 35 Seconds West along said northerly line a distance of 288.94 feet to the point of beginning.

WHEREAS, the Owners desire to grant to the Grantee an easement 20 feet wide in an existing road which roadway extends from the southeast corner of Grantors' property described herein to the northeast corner of Grantors' property, which roadway extends along the easterly boundary of Grantors' property 20 feet westerly therefrom. Grantors' easterly boundary is described as being North 11 Degrees 39 Minutes 34 Seconds East 211.16 feet from said southeast corner of said Grantors' property as described in Paragraph I above.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, the Owners hereby make the following grant, agreement and covenants:

1. Grant. Subject to the terms and conditions set forth herein, the Owners hereby grant and convey to the Grantee and to his successors and assignees, without warranty of title, a private 20 foot easement for road purposes which extends from the southeast corner of Grantors' property described herein to the northeast corner of Grantors' property, which roadway extends along the easterly boundary of Grantors' property 20 feet westerly therefrom. Grantors' easterly boundary is described as being North 11 Degrees 39 Minutes 34 Seconds East 211.16 feet from said southeast corner of said Grantors' property as described in Paragraph I above.

2. Use, Construction and Maintenance.

- A. Reservation of Rights. Exclusive use of the Road is not hereby granted. Owners retain the right to use the road for vehicle access to real property owned by the Owners. Owners further reserve all minerals and non-tributary water in and under the roadway, together with the right to use the surface or subsurface thereof, provided such use does not unreasonably interfere with Grantee's use of the road for vehicle access to Grantee's real property.
- B. Road Maintenance. Maintenance of the Road may be undertaken by either party hereto at the expense of that party. If contribution toward such expense is desired, then agreement to share costs reasonably incurred for maintenance must be obtained in advance of completion of the work.
- C. Special Uses. Under no circumstances shall access be denied to or from the lands of the Grantee over or across the road for emergency vehicles (e.g. sheriff, fire, ambulance), school buses, road maintenance equipment and governmental officials while on official business.
- D. Use by Permission. All guests, invitees (business or social), employees, agents, tenants and contractors of the Owners and Grantee shall be permitted to use the road for vehicle access to and from the land of Owners and Grantee. The phrase "vehicle access" as used in this easement shall be broadly interpreted to mean pedestrian, equestrian, and other forms of travel for which roads in Fremont County, Colorado are customarily used. Use beyond single family (e.g. subdivision) is not granted. Further, any expansion of the number of business guests or invitees beyond the normal scope of rural, agricultural business or similar traffic volume is not granted.
- 3. Subsequent Owners. The easement granted herein shall be appurtenant to the lands of the Grantee and may not be transferred, assigned or conveyed apart or separately from Grantee's property.
- 4. Running of Benefits and Burdens. All provisions of this instrument, including all benefits and burdens, shall run with the lands of the Owners for the benefit of the Grantee and are binding upon and shall inure to the benefit of the heirs, assignees, successors and personal representatives of the parties hereto, subject to the provisions hereof.
- 5. Construction. The rule of strict construction does not apply to this instrument. This easement shall be given reasonable construction in light of the intention of the Owners to confer upon the Grantee a usable right of ingress

and egress by road and for underground utilities to and from the property of Grantee.

6. Enforcement. This easement and the terms, conditions, and provisions hereof may be enforced by the Grantee. In the event of legal or administrative suits or proceedings brought against either party for the purpose of such enforcement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorney's fees and expert witness fees.

IN WITNESS WHEREOF, the first parties hereunto affixed their hands and seals the day and year first above written.

Jerry L. Hixon
Sally J. Hixog

OWNERS

The above terms and conditions of this Easement are accepted and agreed to by Grantee.

Timothy W. Lee

STATE OF COLORADO

COUNTY OF CHAFFEE

SS

The foregoing Easement was acknowledged before me this day of January, 1996 by KERRY L. HIXON and SALLY

Withess my hand and official seal

commission expires Oct

10 1990

Address: 114 a 200 SALIDA, Co 8120

STATE OF <u>ruda</u>) +) ss. COUNTY OF MO

The foregoing Easement was acknowledged before me this day of January, 1996 by TIMOTHY W. LEE.

Witness my hand and official seal.

My commission expires: Quay 4, 1996

OFFICIAL SEAL ARLENE P. BRAMMER My Commission Expires Aug. 4, 1996 Comm. No. CC 219676

Notary Public, State of Florida ess: Arlene P. Brammer, 335 SE Fisk Road Address:

Port St. Lucie, FL 34984

643517 B-1239 P-231 02/13/96 11:00A PG 5 OF 5

REO Loan #44339489

After Recording Return to Gayle E. Miller Susan M. Miller 314 County Ridge Dr Syracuse, NE 68446

OSPECIAL WARRANTY DEED

This Deed, made August _//_, 2011
Between U.S. Bank, N.A., a successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank) as trustee for Long Beach Mortgage Loan Trust 2002-1, of the County Duval, State of Florida, grantor(s) and Gayle E. Miller and Susan M. Miller, as Joint Tenants, whose legal address is 314 County Ridge Dr., Syracuse, NE 68446 County of Otoc, and State of NEBRASKA,

grantec(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of FORTY-FIVE

THOUSAND TWO HUNDRED AND 00/100 DOLLARS Dollars (\$45,200.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does

grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property

together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 163 Holiday Hills Dr, Howard, CO 81233-9669

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

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s), and to none other.

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

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

ESCROW NO. 200-[10312002-322-MW8



SELLER: @

U.S. Bank, N.A., a successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank) as trustee for Long Beach Mortgage Loan Trust 2002-1 by JPMorgan Chase Bank, National Association as attorney in fact

Miguel Molina Vice President

STATE OF FLORIDA COUNTY OF DUVAL

١....

)ss:

The foregoing instrument was acknowledged before me August // , 2011 by Migue / Molark as Vice Pasido for JPMorgan Chase Bank, National Association as attorney in fact for U.S. Bank, N.A., a successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank) as trustee for Long Beach Mortgage Loan Trust 2002-1.

Witness my hand and official seal.

Notary Public

MY COMMISSION # DD071887

EXPIRES March 16, 2014
Shints FloridaNotaryService.com



A tract of land located in the SE1/4 SE1/4 of Section 34, and in the SW1/4 SW1/4 of Section 35, all in Township 49 North, Range 10 East of the N.M.P.M., described as follows:

Commencing at the Southwest corner of said Section 35, run thence North 88 degrees 28'49" East along the South line of said Section 35, 112.25 feet; thence North 11 degrees 53'17" West 232.55 feet; thence North 23 degrees 32'04" East 164.21 feet to the point of beginning of that tract of land herein described;

- 1. thence North 32 degrees 23'26" West 119.46 feet;
 2. thence South 59 degrees 11'04° West 54.11 feet;
 3. thence North 31 degrees 00°00" West 105.77 feet to intersect the Northwesterly boundary of that tract of land conveyed in Book 499, Pages 251 and 252, under Reception No. 372246, Fremont County records;
- 4. thence North 59 degrees 00'00" East along said Northwesterly boundary, 36.66 feet; 5. thence North 82 degrees 00'00" East along said Northwesterly boundary, 288,94 feet; 6. thence South [1] degrees 39°34" West 211,16 feet;

- 7 thence South 81 degrees 40'04" West 111.11 feet to the point of beginning.

Reserving for roadway purposes a strip of land 20 feet in width as measured at right angles to and lying adjacent to courses 1 and 2 and 6 and 7, as described above.

County of Fremont,

State of Colorado

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

77 mg (sed 0 stress No. 34.5%)	
Homestead Certificate No. 3435 APPLICATION 5322 Wherens, There has been deposited in the	General Land Office of the
APPLICATION 5-3-2-2 Superens, There has been deposited in the United States a Certificate of the Register of the Land Office at Public Characteristics.	, uharahu
it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SE	CHER HOMFOTEANS TO
	1 N No.
ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto	
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to law, for the Double (12 granter of the form)	of the South Marks
quarter of the South Most greater, and the South half	ine. north of
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Contfining one he C Line	with the second
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Exceptions	2
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1/1/2 /2/100	**
41/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/	
according to the Official Plat of	eral Land Office by the
Surveyor General:	Ti .
Now Know Ye, That the	ATES unto the said
Thomas O. Tire the tra	ct of land above described:
To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the	he said.
Thomas J. Fine and to L' heirs a	nd assigns forever; subject
to any vested and accrued water rights for mining, agricultural, manufacturing or	
to ditches and reservoirs used in connection with such water rights, as may be rec	W W W III
by the local customs, laws and decisions of Courts, and also subject to the right of the	the state of the s
to extract and remove his ore therefrom, should the same be found to penetrate	
hereby granted, as provided by law.	100 (1
In Testimony Whereof, I, Grover Cleveland	wouldent of the Walter Makes of Lucation
	resident of the United States of America,
have caused these letters to be made patent, and the Seal of the General Land Office	e to be hereunto affixed.
Given under my hand, at the City of Washington, t	ne clived
	ir Lord one thousand eight
hundred and Monety Dex , and of the	Independence of the United
[SEAL] States the one hundred and leventieth	
BY THE PRESIDENT: Grover Cleveland	<u></u>
By M Mc Kee	Secretary.
L. E. G. Lamar Recorder of	f the General Land Office.
Recorded, Vol. 8 Page 474	
1900	. 16
	, at 739 o'clock a. M.
L. J. Kohlm	<u></u>
y	Otrando
By AL Price	Deputy.

643517 B-1239 P-227 02/13/96 11:00A PG 1 OF 5 NORMA HATFIELD FREMONT COUNTY, COLORADO REC DOC 26.00

EASEMENT

THIS EASEMENT, dated and delivered this day of January, 1996 by and between JERRY L. HIXON and SALLY J. HIXON, (hereinafter referred to as "Owners"), parties of the first part, and TIMOTHY W. LEE, (hereinafter referred to as "Grantee"), parties of the second part;

WITNESSETH:

I.

WHEREAS, the Owners have title to the following described property situated in Fremont County, Colorado:

34, and in the SW 1/4 S W 1/4 of Section 35, all in Township 49 North, Range 10 East of the N.M.P.M., described as follows:
Commencing at the Southwest corner of said Section 35, run thence North 88 Degrees 28 Minutes 49 Seconds East along the south line of said Section 35, 112.25 feet; thence North 11 Degrees 53 Minutes 17 Seconds West 232.55 feet; thence North 23 Degrees 32 Minutes 04 Seconds East 164.21 feet to the point of beginning of that tract of land herein described;

A tract of land located in the SE 1/4 SE 1/4 of Section

thence North 32 Degrees 23 Minutes 26 Seconds West 119.46 feet;

 thence South 59 Degrees 11 Minutes 04 Seconds West 54.11 feet;

3. thence North 31 Degrees 00 Minutes 00 Seconds West 105.77 feet to intersect the northwesterly boundary of that tract of land conveyed in Book 499, Pages 251 and 252, under Reception No. 372246, Fremont County records;

372246, Fremont County records; thence North 59 Degrees 00 Minutes 00 Seconds East along said northwesterly boundary, 36.66

 thence North 82 Degrees 00 Minutes 00 Seconds East along said northwesterly boundary, 288.94 feet;

 thence South 11 Degrees 39 Minutes 34 Seconds West 211.16 feet;

7. thence South 81 Degrees 40 Minutes 04 Seconds West 111.11 feet to the point of beginning Reserving for roadway purposes a strip of land 20 feet in width as measured at right angles to and lying

in width as measured at right angles to and lying adjacent to courses 1 and 2 and 6 and 7, as described above.

I I I'M TIME

m&B

WHEREAS, Grantee is purchasing the following described property situated in Fremont County, Colorado:

A tract of land located in the SW 1/4 SW 1/4 of Section 35, Township 49 North, Range 10 East of the N.M.P.M., Fremont county, Colorado described as follows:

Beginning at a point on the west line of the SW 1/4 SW 1/4 of said Section 35 from which the northwest corner of said SW 1/4 SW 1/4 bears North 0 Degrees 20 Minutes 35 Seconds East, 743.00 feet; thence North 0 Degrees 20 Minutes 35 Seconds East along said west line a distance of 153.00 feet; thence North 81 Degrees 59 Minutes 35 Seconds East, 288.94 feet; thence South 0 Degrees 20 Minutes 35 Seconds West, 153.00 feet to the northerly line of the parcel of land conveyed by Warranty Deed recorded in Book 499 at Pages 251 and 252, Fremont County records; thence South 81 Degrees 59 Minutes 35 Seconds West along said northerly line a distance of 288.94 feet to the point of beginning.

WHEREAS, the Owners desire to grant to the Grantee an easement 20 feet wide in an existing road which roadway extends from the southeast corner of Grantors' property described herein to the northeast corner of Grantors' property, which roadway extends along the easterly boundary of Grantors' property 20 feet westerly therefrom. Grantors' easterly boundary is described as being North 11 Degrees 39 Minutes 34 Seconds East 211.16 feet from said southeast corner of said Grantors' property as described in Paragraph I above.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, the Owners hereby make the following grant, agreement and covenants:

1. Grant. Subject to the terms and conditions set forth herein, the Owners hereby grant and convey to the Grantee and to his successors and assignees, without warranty of title, a private 20 foot easement for road purposes which extends from the southeast corner of Grantors' property described herein to the northeast corner of Grantors' property, which roadway extends along the easterly boundary of Grantors' property 20 feet westerly therefrom. Grantors' easterly boundary is described as being North 11 Degrees 39 Minutes 34 Seconds East 211.16 feet from said southeast corner of said Grantors' property as described in Paragraph I above.

Use, Construction and Maintenance.

- A. Reservation of Rights. Exclusive use of the Road is not hereby granted. Owners retain the right to use the road for vehicle access to real property owned by the Owners. Owners further reserve all minerals and non-tributary water in and under the roadway, together with the right to use the surface or subsurface thereof, provided such use does not unreasonably interfere with Grantee's use of the road for vehicle access to Grantee's real property.
- B. Road Maintenance. Maintenance of the Road may be undertaken by either party hereto at the expense of that party. If contribution toward such expense is desired, then agreement to share costs reasonably incurred for maintenance must be obtained in advance of completion of the work.
- C. Special Uses. Under no circumstances shall access be denied to or from the lands of the Grantee over or across the road for emergency vehicles (e.g. sheriff, fire, ambulance), school buses, road maintenance equipment and governmental officials while on official business.
- D. <u>Use by Permission</u>. All guests, invitees (business or social), employees, agents, tenants and contractors of the Owners and Grantee shall be permitted to use the road for vehicle access to and from the land of Owners and Grantee. The phrase "vehicle access" as used in this easement shall be broadly interpreted to mean pedestrian, equestrian, and other forms of travel for which roads in Fremont County, Colorado are customarily used. Use beyond single family (e.g. subdivision) is not granted. Further, any expansion of the number of business guests or invitees beyond the normal scope of rural, agricultural business or similar traffic volume is not granted.
- 3. Subsequent Owners. The easement granted herein shall be appurtenant to the lands of the Grantee and may not be transferred, assigned or conveyed apart or separately from Grantee's property.
- 4. Running of Benefits and Burdens. All provisions of this instrument, including all benefits and burdens, shall run with the lands of the Owners for the benefit of the Grantee and are binding upon and shall inure to the benefit of the heirs, assignees, successors and personal representatives of the parties hereto, subject to the provisions hereof.
- 5. Construction. The rule of strict construction does not apply to this instrument. This easement shall be given reasonable construction in light of the intention of the Owners to confer upon the Grantee a usable right of ingress

and egress by road and for underground utilities to and from the property of Grantee.

6. Enforcement. This easement and the terms, conditions, and provisions hereof may be enforced by the Grantee. In the event of legal or administrative suits or proceedings brought against either party for the purpose of such enforcement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorney's fees and expert witness fees.

IN WITNESS WHEREOF, the first parties hereunto affixed their hands and seals the day and year first above written.

Jerry L. Hixon
Sally J. Hixon

OWNERS

The above terms and conditions of this Easement are accepted and agreed to by Grantee.

Timothy W. Lee

STATE OF COLORADO

COUNTY OF SHAFFEE

SS

The foregoing Easement was acknowledged before me day of January, 1996 by YERRY L. HIXON and SALLY

Watness my hand and official sea

My commission expires Oct

77

Address: 114 of 200 , SALIGA, Co 8120

T 1

STATE OF Houda)) ss. COUNTY OF MA

The foregoing Easement was acknowledged before me this day of January, 1996 by TIMOTHY W. LEE.

Witness my hand and official seal.

My commission expires: Quq 4, 1996

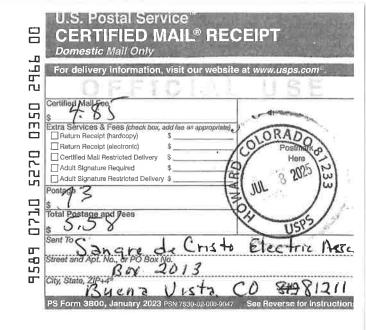
OFFICIAL SEAL ARLENE P. BRAMMER ARLENE P. BRAMMEN My Commission Expires Aug. 4, 1996 Comm. No. CC 219676

Notary Public, State of Florida
Address: Arlene P. Brammer,
335 SE Fisk Road
Port St. Lucie, FL 34984 Address:

Port St. Lucie, FL 34984

643517 B-1239 P-231 02/13/96 11:00A PG 5 OF 5







Closure Report Lot 1 Miller / Nelson Boundary Line Adjustment

Point of Begging; North: 7494.1364' East: 130.1187'

Segment #1: Line

Course: S59° 11' 04.00"W Length: 54.110'

North: 7466.4172' East: 83.6480'

Segment #2: Line

Course: N31° 00' 00.00"W Length: 105.770'

North: 7557.0797' East: 29.1724'

Segment #3: Line

Course: N59° 00' 00.00"E Length: 36.660'

North: 7575.9610' East: 60.5961'

Segment #4: Line

Course: N82° 00' 00.00"E Length: 2.467'

North: 7576.3044' East: 63.0391'

Segment #5: Line

Course: N00° 05' 40.04"W Length: 10.218'

North: 7586.5224' East: 63.0223'

Segment #6: Line

Course: N81° 33' 19.96"E Length: 183.371'

North: 7613.4505' East: 244.4053'

Segment #7: Line

Course: S08° 01' 37.98"E Length: 11.545'

North: 7602.0186' East: 246.0175'

Segment #8 : Line

Course: N82° 00' 00.00"E Length: 101.695'

North: 7616.1718' East: 346.7228'

Segment #9: Line

Course: S11° 39' 34.00"W Length: 211.163'

North: 7409.3659' East: 304.0480'

Segment #10 : Line

Course: S81° 40' 04.00"W Length: 111.110'

North: 7393.2647' East: 194.1108'

Segment #11: Line

Course: N32° 23' 26.00"W Length: 119.457'

North: 7494.1361' East: 130.1192'

Perimeter: 947.566' Area: 45754.38 Sq. Ft.

Error Closure: 0.0005 Course: \$56° 07' 51.23"E

Error North: -0.00029 East: 0.00043

Precision 1: 1895132.000

Closure Report

Lot 2 Miller / Nelson Boundary Line Adjustment

Point of Beginning; North: 7151.3085' East: 377.1874'

Segment #1: Line

Course: S00° 05' 40.04"E Length: 153.000'

North: 6998.3087' East: 377.4397'

Segment #2 :: Line

Course: S09° 21' 45.66"W Length: 12.953'

North: 6985.5283' East: 375.3324'

Segment #3: Line

Course: S82° 00' 00.00"W Length: 101.695'

North: 6971.3750' East: 274.6271'

Segment #4: Line

Course: N08° 01' 38.56"W Length: 11.544'

North: 6982.8059' East: 273.0150'

Segment #5: Line

Course: S81° 33' 19.96"W Length: 183.371'

North: 6955.8778' East: 91.6320'

Segment #6 : Line

Course: N00° 05' 40.04"W Length: 153.000'

North: 7108.8776' East: 91.3798'

Segment #7: Line

sa re

Course: N81° 33' 19.96"E Length: 288.940'

North: 7151.3086' East: 377.1873'

Perimeter: 904.502' Area: 44977.11 Sq. Ft.

Error Closure: 0.0002 Course: N53° 02' 18.99"W

Error North: 0.00010 East: -0.00013

Precision 1: 4522515.000

929822 Pages: 1 of 2 97/01/2015 03:54 PM R Fee:\$16.00 D Fee:\$24.25 Katis E. Barr, Clerk and Recorder, Fremont County, CO

WARRANTY DEED

THIS DEED made this 30th day of June, 2015

John J. Massarotti and Tamara M. Massarotti of the County of Fremont and State of Colorado, Grantor, and

Joseph Nelson, Sole Owner

whose legal address is P. O. Box 660, Poncha Springs, CO 81242 of the County of Chaffee and State of Colorado, Grantee,

WITNESS, that the grantor, for and in consideration of the sum of Two Hundred Forty Three Thousand Five Hundred Dollars and No Cents (\$243,500.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, as Sole Owner, all the real property, together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as 121 Holiday Hills Blvd., Howard, CO 81233

TOGETHER WITH WELL PERMIT NO. 197598.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the year 2015 and subsequent years; and those specific exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described property; distribution utility easements (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not shown by the Public Records) and Section 9 (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property, inclusion of the property within any special taxing district, and, the benefits and burdens and of any declaration and party wall agreements, if any.

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

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

State of Colorado

County of Chaffee

The foregoing instrument was acknowledged before me this 30th day of June 2015 by John J. Massarotti and Tamara M. Massarotti.

My Commission Expires: 2/26/2017

Witness my hand and official seal

Colleen E. Dotter
Notary Public Colleen E. Dotter

COLLEEN E. DOTTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974905529
MY COMMISSION EXPIRES 02/28/2017

File Number: 209222 Warranty Deed 921 JT BP CH3 Page 1 of 2

EXHIBIT "A" LEGAL DESCRIPTION

ATRACT OF LAND LOCATED IN THE SWI/A SWI/A OF SECTION 35, TOWNSHIP 48 NORTH, RANGE 10 EAST OF THE N.M.P.M., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF THE SWI/A SWI/A OF SAID SECTION 35 FROM WHICH THE NORTHWEST CORNER OF SAID SWI/A SWI/A BEARS NORTH 0'20'35' EAST, 743.00 FEET;
THENCE NORTH 0'20'35' EAST, 288.94 FEET;
THENCE NORTH 81"59'35" EAST, 288.94 FEET;
THENCE SOUTH 0'20'35' WEST, 153.00 FEET TO THE NORTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY WARRANTY DEED RECORDED IN BOOK 499, AT PAGES 251 AND 252, FREMONT COUNTY RECORDS;
THENCE SOUTH 81"59'35" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 288.94 FEET TO THE POINT OF BEGINNING.
BEARINGS USED IN THE ABOVE DESCRIPTION ARE REFERENCED TO THE SOUTH LINE OF THE SWI/4 SWI/A OF SAID SECTION 35, TAKEN AS NORTH 89'09'05' EAST.

TOGETHER WITH A PRIVATE 20 FOOT EASEMENT FOR ROAD PURPOSES AS DESCRIBED IN EASEMENT RECORDED FEBRUARY 13, 1996 IN BOOK 1239 AT PAGE 227, FREMONT COUNTY RECORDS.

(AKA Lot ZZ, HOWARD-HOLIDAY HILLS)

Jan 1975

File Number: 209222 Warrenty Deed 921 JT 8P CH3 Page 2 of 2

REO Long #44339489

After Recording Return to Gayle E. Miller Susan M. Miller 314 County Ridge Dr Syracuse, NE 68446

@SPECIAL WARRANTY DEED

This Deed, made August __/_, 2011
Between U.S. Bank, N.A., a successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank) as trustee for Long Beach Mortgage Loan Trust 2002-1, of the County Duyal, State of Florida, grantor(s) and Gayle E. Miller and Susan M. Miller, as Joint Tenants, whose legal address is 314 County Ridge Dr., Syracuse, NE 68446 County of Otoe, and State of NEBRASKA,

grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of FORTY-FIVE

THOUSAND TWO HUNDRED AND 00/100 DOLLARS Dollars (\$45,200.00) the receipt and
sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does
grant, bargain, sell, convey and confirm, into the grantee(s), his heirs and assigns forever, all the real property
together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO
described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 163 Holiday Hills Dr, Howard, CO 81233-9669

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

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s), and to none other.

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

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

ESCROW NO. 200-H0312002-322-MW8

HT6

SELLER: @

U.S. Bank, N.A., a successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank) as trustee for Long Beach Mortgage Loan Trust 2002-1 by JPMorgan Chase Bank, National

Association as attorney in-fact

Miguel Molina Vice President

STATE OF FLORIDA COUNTY OF DUVAL

)ss:

The foregoing instrument was acknowledged before me August 11., 2011 by Mayes Molinic as Vice Visual for JPMorgan Chase Bank, National Association as attorney in fact for U.S. Bank, N.A., a successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank) as trustee for Long Beach Mortgage Loan Trust 2002-1.

Witness my hand and official seal.

MELANIE J BRINKLEY MY COMMISSION # DD971887 EXPIRES March 16, 2014

PlandaNotoryService.com

Exhibit A

A tract of land located in the SE1/4 SE1/4 of Section 34, and in the SW1/4 SW1/4 of Section 35, all in Township 49 North, Range 10 East of the N.M.P.M., described as follows:

Commencing at the Southwest comer of said Section 35, run thence North 88 degrees 28'49" East along the South line of said Section 35, 112.25 feet; thence North 11 degrees 53'17" West 232.55 feet; thence North 23

- South line of said Section 35, 112.25 feet; thence from 11 degrees 35.17 west 232.35 teet; thence from 25 degrees 32'04" East 164.21 feet to the point of beginning of that tract of land herein described;

 1. thence North 32 degrees 23'126" West 119.46 feet;

 2. thence South 59 degrees 11'04" West 54.11 feet;

 3. thence North 31 degrees 00°00" West 105.77 feet to intersect the Northwesterly boundary of that tract of land conveyed in Book 499, Pages 251 and 252, under Reception No. 372246, Fremont County records;

conveyed in Book 499, Pages 251 and 252, under Reception No. 372246, Fremont County records;

4. thence North 59 degrees 00'00" East along said Northwesterly boundary, 36.66 feet;

5. thence North 82 degrees 00'00" East along said Northwesterly boundary, 288.94 feet;

6. thence South 11 degrees 39°34" West 211.16 feet;

7. thence South 81 degrees 40'04" West 111.11 feet to the point of beginning.

Reserving for roadway purposes a strip of land 20 feet in width as measured at right angles to and fying adjacent to courses 1 and 2 and 6 and 7, as described above.

County of Fremont,

State of Colorado

MILLER/NELSON LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF TRACTS OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 & IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, ALL IN Township 49 North, Range 10 East of the N.M.P.M. COUNTY OF FREMONT, STATE OF COLORADO

GAYLE MILLER, SUSAN MILLER, & JOSEPH NELSON ARE THE OWNER OF THE FOLLOWING DESCRIBED LAND:

A TRACT OF LAND LOCATED IN THE SET / 4 SET / 4 OF SECTION 34, AND IN THE SW1 / 4 SW1 / 4 OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 10 EAST OF THE N.M.P.M., DESCRIBED AS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35, RUN THENCE NORTH 88 DEGREES 28'49" EAST ALONG THE SOUTH LINE OF SAID SECTION 35, 112,25 FEET; THENCE NORTH 11 DEGREES 53'17" WEST 232,55 FEET; THENCE NORTH 23 DEGREES 92'04" EAST 164,21 FEET TO THE POINT OF BEGINNING OF THAT TRACT OF LAND HEREIN DESCRIBED;

- THENCE NORTH 32 DEGREES 23'26" WEST 119.46 FEET:
- THENCE SOUTH 59 DEGREES 11'04" WEST 54.11 FEET;
- THENCE NORTH 31 DEGREES 00°00" WEST 105,77 FEET TO INTERSECT THE NORTHWESTERLY BOUNDARY OF THAT TRACT OF LAND CONVEYED IN BOOK 499, PAGES 251 AND 252, UNDER RECEPTION NO. 372246, FREMONT COUNTY RECORDS;
 THENCE NORTH 59 DEGREES 00'00" EAST ALONG SAID NORTHWESTERLY BOUNDARY, 36,66
- THENCE NORTH 82 DEGREES 00'00" EAST ALONG SAID NORTHWESTERLY BOUNDARY, 288,94
- THENCE SOUTH 11 DEGREES 39'94" WEST 211.16 FEET;
- THENCE SOUTH B1 DEGREES 40'04" WEST 111.11 FEET TO THE POINT OF BEGINNING.
 RESERVING FOR ROADWAY PURPOSES A STRIP OF LAND 20 FEET IN WIDTH AS MEASURED AT RIGHT ANGLES TO AND LYING ADJACENT TO COURSES 1 AND 2 AND 6 AND 7, AS DESCRIBED

COUNTY OF FREMONT, STATE OF COLORADO (MILLER PROPERTY)

A TRACT OF LAND LOCATED IN THE SW # SW + OF SECTION 35, TOWNSHIP 49 NORTH, RANGE 10 EAST OF THE N.M.P.M., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS: OF THE N.M.P., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF THE SW 1 SW 1 OF SAID SECTION 35 FROM WHICH THE
NORTHWEST CORNER OF SAID SW 1 SW 1 BEARS NORTH 0 "20"35" EAST, 743.00 FEET;
THENCE NORTH 0 "20"35" EAST ALONG SAID WEST LINE A DISTANCE OF 153.00 FEET;
THENCE NORTH 81 "59"35" EAST, 288.94 FEET;
THENCE SOUTH 0 "20"35" WEST, 153.00 FEET TO THE NORTHERLY LINE OF THE PARCEL OF LAND
CONVEYED BY WARRANTY DEED RECORDED IN BOOK 499, AT PAGES 251 AND 252, FREMONT

THENCE SOUTH 81°59'35" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 288.94 FEET TO THE

BEARINGS USED IN THE ABOVE DESCRIPTION ARE REFERENCED TO THE SOUTH LINE OF THE SW

BEARINGS USED IN THE ABOVE DESCRIPTION ARE REFERENCED TO THE SOUTH LINE OF TH SWI-OF SAID SECTION 35, TAKEN AS NORTH 89'09'05" EAST. TOGETHER WITH A PRIVATE 20 FOOT EASEMENT FOR ROAD PURPOSES AS DESCRIBED IN EASEMENT RECORDED FEBRUARY 13, 1996 IN BOOK 1239 AT PAGE 227, FREMONT COUNTY

RECORDS. (Nelson Property)

DEDICATION:

THAT GAYLE MILLER & SUSAN MILLER, BEING THE OWNER OF THE ABOVE DESCRIBED LANDS BEING PLATTED AND/OR SUBDIVIDED IN FREMONT COUNTY, COLORADO, UNDER THE NAME OF MILLER/NELSON LOT LINE ADJUSTMENT, HAVE LAID DUT, 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

4	WITNESS	WHEREOF	THE	UNDERSIGNED	HAS	CAUSED	THESE	PRESENTS	то	BE	EXECUTED	THIS	 DA
F.		, 20	+9										

GAYLE MILLER - OWNER

SUSAN MILLER - OWNER

NOTARY STATEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF . A.D. 20 . BY

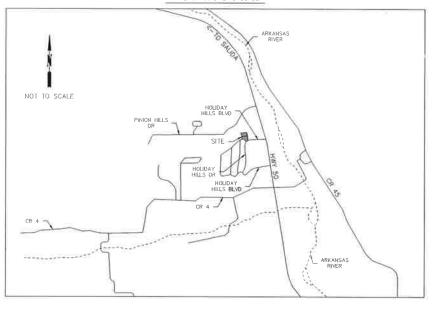
IF BY NATURAL PERSONS HERE, INSERT NAME; IF BY PERSON ACTING IN A REPRESENTATIVE OFFICIAL CAPACITY INTEREST CAPACITY; IF BY OFFICERS OF A CORPORATION, THEN INSERT THE TITLE OF SAID OFFICER AND THE NAME OF THE CORPORATION). MY COMMISSION EXPIRES ___

MY ADDRESS IS

WITNESS MY HAND AND OFFICIAL SEAL (SEAL)

NOTARY PUBLIC

VICINITY MAP



THAT JOSEPH NELSON, BEING THE OWNER OF THE ABOVE DESCRIBED LANDS BEING PLATTED AND/OR SUBDIVIDED IN FREMONT COUNTY, COLORADO, UNDER THE NAME OF MILLER/NELSON 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

4	WITNESS	WHEREOF	THE	UNDERSIGNED	HAS	CAUSED	THESE	PRESENTS	TO BE	EXECUTED	THIS	DAY
F,		, 20	1.6									

JOSEPH NELSON - OWNER

NOTARY STATEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS . . . DAY OF

IF BY NATURAL PERSONS HERE, INSERT NAME; IF BY PERSON ACTING IN A REPRESENTATIVE OFFICIAL CAPACITY INTEREST CAPACITY; IF BY OFFICERS OF A CORPORATION, THEN INSERT THE TITLE OF SAID OFFICER AND THE NAME OF THE CORPORATION). MY COMMISSION EXPIRES

MY ADDRESS IS WITNESS MY HAND AND OFFICIAL SEAL____

NOTARY PUBLIC

NOTES:

- 1) DATE OF SURVEY: MARCH 7, 2025
- BEARINGS ARE BASED ON THE SOUTHEAST LOT 24, BLOCK 38, TOWN (NOW CITY) OF SALIDA SAID LINE BEARS \$9°27'03"W FROM RECORDED PLAT. POINTS ON SAID LINE ARE MONUMENTED ON THE NORTH AND SOUTH BY FOUND GREEN PLASTIC CAP ON NUMBER 5 REBAR, L.S. 38639
- 3) LOT AREA: 121 HOLIDAY HILLS 44,977 SQUARE FEET OR 1,03 ACRES: 163 HOLIDAY HILLS 45,755 SQUARE FEET OR 1,05 ACRES:
- 4) LINEAL UNITS: U.S. SURVEY FEET
- 5) STREET ADDRESS: 163 & 121 HOLIDAY HILLS BLVD, HOWARD, COLORADO
- 6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED OF IN MOTION. ACCORDING TO COLORADULATIVE WOUNDED COMMENCE ANY LEGGLA CHIEF DISCOVERED SUED DEPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU. FIRST DISCOVERED SUED DEPON ANY DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN THEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

EASEMENT STATEMENT:
EASEMENTS FOR PUBLIC PURPOSES, INCLUDING UTILITIES, ARE AS INDICATED ON THE PLAT, WITH THE SOLE EASEMENTS FOR POLICE FUNCIONS, INCLODING OTTAINES, ARE AS INDICATED ON THE PLAT, WITH THE SIZE
RESPONSIBILITY FOR MAINTENANCE BEING VESTED WITH THE ADJACENT PROPERTY OWNERS EXCEPT AS
OTHERWISE NOTED, ALL INTERIOR LOT LINES ARE SUBJECT TO A FIVE (5) FOOT EASEMENT ON BOTH SIDES OF LOT
LINES, EXTERIOR SUBDIVISION BOUNDARY IS SUBJECT TO A TEN (10) FOOT EASEMENT.

REGISTERED LAND SURVEYOR'S CERTIFICATE:

1, KEVIN L, DEAN, 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 AMENDED, AND THAT THIS PLAT DOES ACCURATELTS AND THE DESCRIBED TRACT OF LAND AND THE SUBJIVIST 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.

KEVIN L. DEAN, PLS # 38639 COLORADO PROFESSIONAL LAND SURVEYOR



ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT:
THE UNDERSIGNED CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, COLORADO, HERBEY CERTIFIES THAT THE PLAT WAS APPROVED AND ALL ROADS, STREETS (EXCEPTING PRIVATE STREETS) AND EASEMENTS ARE HERBEY ACCEPTED PROVIDED, HOWEVER, THAT SUCH ACCEPTANCE SHALL NOT IN ANY WAY BE CONSIDERED AS AN ACCEPTANCE FOR MAINTENANCE PURPOSES, MAINTENANCE OF, OR SHOW REMOVAL FROM SAID ROAD OR STREETS SHALL BE ONLY UPON A SEPARATE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS.

CHAIRMAN, FREMONT COUNTY BOARD OF COUNTY COMMISSIONERS DATE

COUNTY CLERK AND RECORDERS STATEMENT:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF FREMONT COUNTY, COLORADO, AT _____, M_{II}, ON THE ____ DAY OF ______, 20 ___, A_D_ UNDER RECEPTION NUMBER

FREMONT COUNTY CLERK & RECORDER

CENTRAL ROCKIES LAND SURVEYING, LLC

7405 Hwy 50 W. Suite 130 SALIDA, COLORADO 81201 719-850-1802

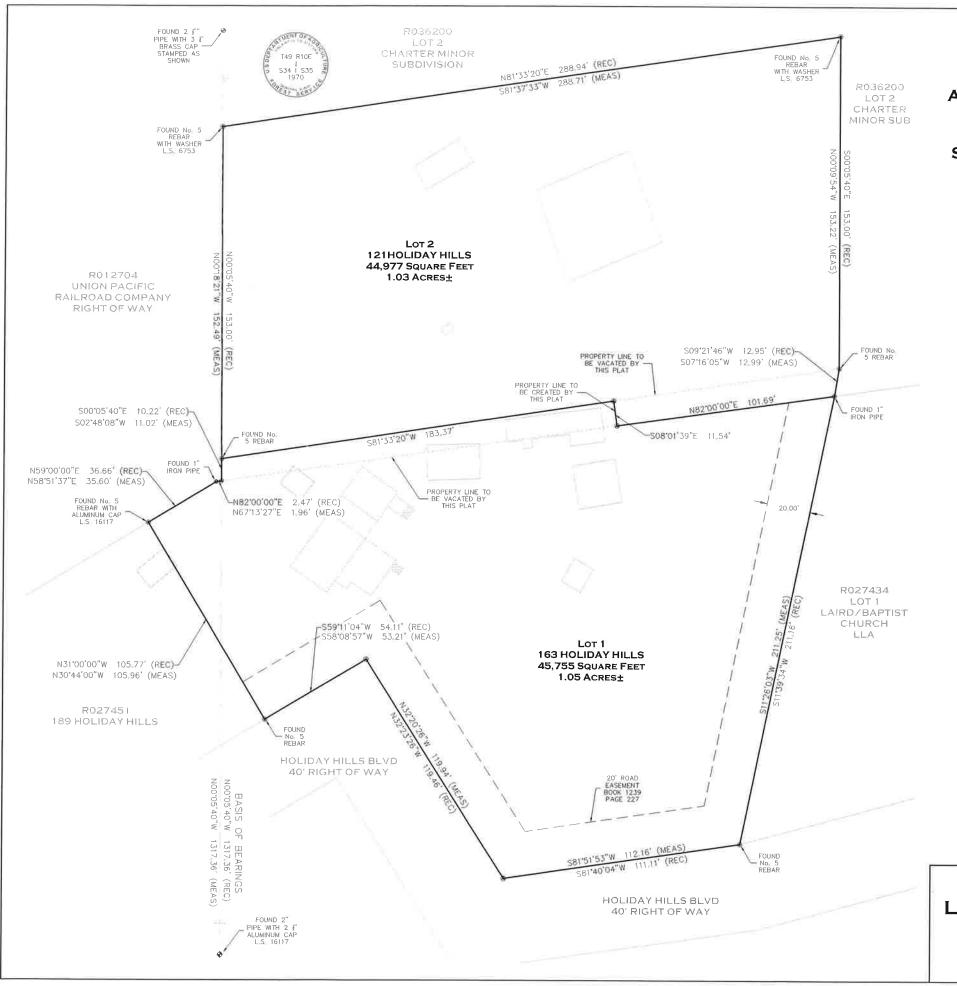
SHEET No. 1 of 2

DRAWN BY: RME

DATE: 06-27-2025

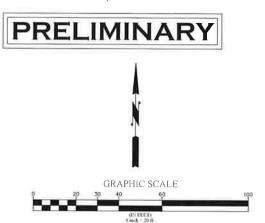
JOB NAME: MILLER/NELSON LLA

JOB No. 25-017



MILLER/NELSON LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF TRACTS OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SECTION 34 & IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 10 EAST OF THE N.M.P.M. COUNTY OF FREMONT, STATE OF COLORADO



LEGEND

FOUND MONUMENT AS DESCRIBED

SET GREEN PLASTIC CAP ON NUMBER 5
REBAR LICENSED SURVEYOR NUMBER 38639

PROPERTY LINE
PROPERTY LINE TO BE VACATED

ADJACENT PROPERTY LINE
SECTION LINE
20' ROAD EASEMENT

CENTRAL ROCKIES LAND SURVEYING, LLC

7405 Hwy 50 W. Suite 130 Salida, Colorado 81201 719 - 850 - 1802 SHEET No. 2 of 2

DRAWN BY: RME

DATE: 06-27-2025

JOB NAME: MILLER/NELSON LLA

Joв No. 25-017

MILLER/NELSON LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF TRACTS OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 & IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35. ALL IN TOWNSHIP 49 NORTH, RANGE 10 EAST OF THE N.M.P.M. COUNTY OF FREMONT, STATE OF COLORADO

KNOW ALL MEN BE THESE PRESENTS THAT

GAYLE MILLER, SUSAN MILLER, & JOSEPH NELSON ARE THE OWNER OF THE FOIL OWING DESCRIBED LAND:

A TRACT OF LAND LOCATED IN THE SE1/4 SE1/4 OF SECTION 34, AND IN THE SW1/4 SW1/4 OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 10 EAST OF THE N.M.P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35, RUN THENCE NORTH B8 DEGREES 28'49" EAST ALONG THE SOUTH LINE OF SAID SECTION 35, 112.25 FEET; THENCE NORTH 11 DEGREES 53'17" WEST 232.55 FEET: THENCE NORTH 23 DEGREES 32'04" EAST

164.21 FEET TO THE POINT OF BEGINNING OF THAT TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 32 DEGREES 23'26" WEST 119.46 FEET

- THENCE NORTH 32 DEGREES 23'26" WEST 119,46 FEET;
 THENCE SOUTH 59 DEGREES 11'04" WEST 54.11 FEET;
 THENCE NORTH 31 DEGREES 00°00" WEST 105.77 FEET TO INTERSECT THE NORTHWESTERLY
 BOUNDARY 0F THAT TRACT 0F LAND CONVEYED IN BOOK 499, PAGES 251 AND 252, UNDER
 RECEPTION NO. 372246, FREMONT COUNTY RECORDS:
 THENCE NORTH 59 DEGREES 00'00" EAST ALONG SAID NORTHWESTERLY BOUNDARY, 36,66
- THENCE NORTH 82 DEGREES 00'00" EAST ALONG SAID NORTHWESTERLY BOUNDARY, 288.94
- THENCE SOUTH 11 DEGREES 39'94" WEST 211.16 FEET:
- THENCE SOUTH 81 DEGREES 49'04" WEST 211.10 FEET TO THE POINT OF BEGINNING.
 RESERVING FOR ROADWAY PURPOSES A STRIP OF LAND 20 FEET IN WIDTH AS MEASURED AT RIGHT ANGLES TO AND LYING ADJACENT TO COURSES 1 AND 2 AND 6 AND 7, AS DESCRIBED

COUNTY OF FREMONT, STATE OF COLORADO

A TRACT OF LAND LOCATED IN THE SW‡ SW‡ OF SECTION 35, TOWNSHIP 49 NORTH, RANGE 10 EAST OF THE N,M,P,M,, FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF THE SW‡ SW 4 OF SAID SECTION 35 FROM WHICH THE NORTHWEST CORNER OF SAID SW‡ SW 18 BARS NORTH 0°20'35" EAST, 743,00 FEET;
THENCE NORTH 0°20'35" EAST ALONG SAID WEST LINE A DISTANCE OF 153,00 FEET;

THENCE NORTH 81°59'35" EAST, 288,94 FEET; THENCE SOUTH 0°20'35" WEST, 153,00 FEET TO THE NORTHERLY LINE OF THE PARCEL OF LAND

CONVEYED BY WARRANTY DEED RECORDED IN BOOK 499, AT PAGES 251 AND 252, FREMONT THENCE SOUTH 81°59'35" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 288,94 FEET TO THE

BEARINGS USED IN THE ABOVE DESCRIPTION ARE REFERENCED TO THE SOUTH LINE OF THE SW SW 1 OF SAID SECTION 35, TAKEN AS NORTH 89'09'05" EAST. TOGETHER WITH A PRIVATE 20 FOOT EASEMENT FOR ROAD PURPOSES AS DESCRIBED IN EASEMENT RECORDED FEBRUARY 13, 1996 IN BOOK 1239 AT PAGE 227, FREMONT COUNTY

(NELSON PROPERTY)

THAT GAYLE MILLER & SUSAN MILLER, BEING THE OWNER OF THE ABOVE DESCRIBED LANDS BEING PLATTED AND/OR SUBDIVIDED IN FREMONT COUNTY, COLORADO, UNDER THE NAME OF MILLER/NELSON 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.

N	WITNESS	WHEREOF	THE	UNDERSIGNED	HA5	CAUSED	THESE	PRESENTS	то	BE	EXECUTED	THIS)AC
)F		, 20	100										

GAYLE MILLER - OWNER

SUSAN MILLER - OWNER

NOTARY STATEMENT:

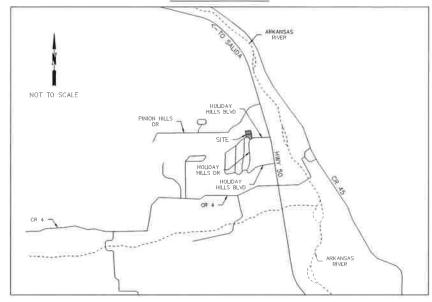
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___DAY OF ___

IF BY NATURAL PERSONS HERE, INSERT NAME; IF BY PERSON ACTING IN A REPRESENTATIVE OFFICIAL CAPACITY, INTEREST CAPACITY; IF BY OFFICERS OF A CORPORATION, THEN INSERT THE TITLE OF SAID OFFICER AND THE NAME OF THE CORPORATION). MY COMMISSION EXPIRES

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

VICINITY MAP



THAT JOSEPH NELSON, BEING THE OWNER OF THE ABOVE DESCRIBED LANDS BEING PLATTED AND/OR SUBDIVIDED IN FREMONT COUNTY, COLORADO, UNDER THE NAME OF MILLER/NELSON 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 HERED AND THE THOUSE 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

lN	WITNESS	WHEREOF	THE	UNDERSIGNED	HAS	CAUSED	THESE	PRESENTS	то	BE	EXECUTED	THIS	_DAY
OF		, 20	-00										

JOSEPH NELSON · OWNER

NOTARY STATEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF ____

IF BY NATURAL PERSONS HERE, INSERT NAME; IF BY PERSON ACTING IN A REPRESENTATIVE OFFICIAL CAPACITY. INTEREST CAPACITY: IF BY OFFICERS OF A CORPORATION, THEN INSERT THE TITLE OF SAID OFFICER AND THE NAME OF THE CORPORATION). MY COMMISSION EXPIRES

MY ADDRESS IS WITNESS MY HAND AND OFFICIAL SEAL NOTARY PUBLIC

NOTES:

- 1) DATE OF SURVEY: MARCH 7 2025:
- 2) BEARINGS ARE BASED ON THE SOUTHEAST LOT 24, BLOCK 38, TOWN (NOW CITY) OF SALIDA, SAID LINE BEARS $59^{\circ}27'03''W$ FROM RECORDED PLAT. POINTS ON SAID LINE ARE MONUMENTED ON THE NORTH AND SOUTH BY FOUND GREEN PLASTIC CAP ON NUMBER 5 REBAR, L, S, 38639
- 3) Lot Area: 121 Holiday Hills 44.977 Square Feet or 1.03 Acres± 163 HOLIDAY HILLS - 45,755 SQUARE FEET OR 1,05 ACRES+
- 4) LINEAL UNITS: U.S. SURVEY FEET
- 5) STREET ADDRESS: 163 & 121 HOLIDAY HILLS BLVD, HOWARD, COLORADO
- 6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 CERTIFICATION SHOWN HEREON.

EASEMENT STATEMENT:

EASEMENTS FOR PUBLIC PURPOSES, INCLUDING UTILITIES, ARE AS INDICATED ON THE PLAT, WITH THE SOLE
RESPONSIBILITY FOR MAINTENANCE BEING VESTED WITH THE ADJACENT PROPERTY OWNERS EXCEPT AS
OTHERWISE NOTED, ALL INTERIOR LOT LINES ARE SUBJECT TO A FIVE (5) FOOT EASEMENT ON BOTH SIDES OF LOT LINES, EXTERIOR SUBDIVISION BOUNDARY IS SUBJECT TO A TEN (10) FOOT EASEMENT

REGISTERED LAND SURVEYOR'S CERTIFICATE:

1, KEVIN L. DEAN, 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.

KEVIN I - DEAN PLS # 38639



ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT:
THE UNDERSIGNED CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, COLORADO, HEREBY CERTIFIES THAT THE PLAT WAS APPROVED AND ALL ROADS, STREETS (EXCEPTING PRIVATE STREETS) AND EASEMENTS ARE HEREBY ACCEPTED PROVIDED, HOWEVER, THAT SUCH ACCEPTANCE SHALL NOT IN ANY WAY BE CONSIDERED AS AN ACCEPTANCE FOR MAINTENANCE PURPOSES. MAINTENANCE OF, OR SNOW REMOVAL FROM SAID ROAD OR STREETS SHALL BE ONLY UPON A SEPARATE RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS.

CHAIRMAN, FREMONT COUNTY BOARD OF COUNTY COMMISSIONERS DATE

COUNTY CLERK AND RECORDERS STATEMENT:

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 NUM

FREMONT COUNTY CLERK & RECORDER

CENTRAL ROCKIES LAND SURVEYING, LLC

7405 Hwy 50 W. Suite 130 SALIDA, COLORADO 81201 719-850-1802

SHEET No. 1 of 2

DRAWN BY: RME

DATE: 06-27-2025

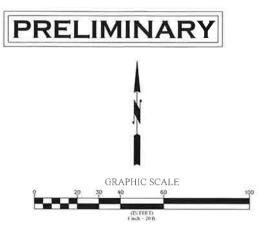
JOB NAME: MILLER/NELSON LLA

JOB No. 25-017

R036200 LOT 2 CHARTER MINOR SUBDIVISION \$34 | \$35 1970 LOT 2 CHARTER MINOR SUB Lot 2 121HOLIDAY HILLS 44,977 SQUARE FEET R012704 1.03 ACRES± UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY S09'21'46"W 12.95' (REC) S07°16'05"W 12.99' (MEAS) FOUND 1" S00'05'40"E 10.22' (REC) S02*48'08"W 11.02' (MEAS) -S08'01'39"E 11.54" N59'00'00"E 36.66" (REC) N58'51'37"E 35.60' (MEAS) N82'00'00"E 2.47' (REC) N67'13'27"E 1.96' (MEAS) 20 00' R027434 LOT 1 LAIRD/BAPTIST CHURCH 559'11'04"W 54 11' (REC) S58'08'57"W 53 21' (MEAS) LOT 1 163 HOLIDAY HILLS N31'00'00"W 105.77' (REC) 45,755 SQUARE FEET N30'44'00"W 105 96' (MEAS) 1.05 ACRES± R027451 189 HOLIDAY HILLS HOLIDAY HILLS BLVD 40' RIGHT OF WAY HOLIDAY HILLS BLVD 40' RIGHT OF WAY

MILLER/NELSON LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF TRACTS OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 & IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 10 EAST OF THE N.M.P.M. COUNTY OF FREMONT, STATE OF COLORADO



LEGEND

FOUND MONUMENT AS DESCRIBED

SET GREEN PLASTIC CAP ON NUMBER 5
REBAR LICENSED SURVEYOR NUMBER 38639

PROPERTY LINE
PROPERTY LINE TO BE VACATED
ADJACENT PROPERTY LINE
SECTION LINE
20' ROAD EASEMENT

CENTRAL ROCKIES
LAND SURVEYING, LLC

7405 Hwy 50 W. Suite 130 Salida, Colorado 81201 719 - 850 - 1802 SHEET No. 2 of 2

DRAWN BY: RME

DATE: 06-27-2025

JOB NAME: MILLER/NELSON LLA

Jов No. 25-017