



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

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

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

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

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

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

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

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

Please mark which application you are applying for:

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

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

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

a. Name: John and Haley Carr

Mailing Address: 696 Acom Dr, New Braunfels, TX 78130

Telephone Number: 806.778.3165 Facsimile Number: n/a

Email Address: john@239mgt.com

b. Name: John and Haley Carr

Mailing Address: 696 Acom Dr, New Braunfels, TX 78130

Telephone Number: 806.778.3165 Facsimile Number: n/a

Email Address: john@239mgt.com

c. Consulting Firm Name: Landmark Surveying & Mapping

Mailing Address: PO BOX 668

Telephone Number: 719.539.4021 Facsimile Number: n/a

Email Address: markw@surveycolorado.com

2. The proposed plat title is Carr Lot Line Adjustment

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

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

5. Ratification:

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

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

a. This property is located in the Agricultural Suburban Zone District.

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

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

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

8. A submittal fee of \$ 600 is attached to this application (Check # _____ ☐ cash)

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

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

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

a. Property "a" Owner Signature [Signature] [Signature] Date 9.27.2025

b. Property "b" Owner Signature [Signature] [Signature] Date 9.27.2025

Required Attachments:

- ☒ Application ☒ Current Deeds ☒ Application Fee \$600
- ☒ 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)

Inverse With Area

Fri Sep 26 08:29:48 2025

PntNo	Bearing	Distance	Northing	Easting	Description
	N 16°28'51" W	168.07	1228096.33	2902748.10	
	N 16°28'51" W	81.08	1228257.50	2902700.42	
	N 16°28'55" W	124.57	1228335.25	2902677.41	
	N 61°53'21" E	234.67	1228454.70	2902642.07	
	N 61°53'21" E	86.13	1228565.27	2902849.06	
	S 36°13'22" E	283.45	1228605.85	2902925.03	
	S 36°13'22" E	238.02	1228377.18	2903092.53	
	S 79°37'20" W	493.15	1228185.17	2903233.18	
			1228096.33	2902748.10	

Closure Error Distance> 0.0012 Error Bearing> N 34°45'45" E
Closure Precision> 1 in 1374403.2 Total Distance Inversed> 1709.14

Area: 174434 Sq. Feet, 4.0045 ACRES

Inverse With Area

Fri Sep 26 08:29:05 2025

PntNo	Bearing	Distance	Northing	Easting	Description
	S 73°01'36" W	409.97	1228377.18	2903092.53	
	S 16°28'51" E	168.07	1228257.50	2902700.42	
	N 79°37'20" E	493.15	1228096.33	2902748.10	
	N 36°13'22" W	238.02	1228185.17	2903233.18	
			1228377.18	2903092.53	

Closure Error Distance> 0.0058 Error Bearing> N 09°54'28" W
Closure Precision> 1 in 224662.8 Total Distance Inversed> 1309.21

Area: 87270 Sq. Feet, 2.0034 ACRES

Inverse With Area

Fri Sep 26 08:27:53 2025

PntNo	Bearing	Distance	Northing	Easting	Description
	N 36°13'22" W	283.45	1228377.18	2903092.53	
	S 61°53'21" W	86.13	1228605.85	2902925.03	
	S 61°53'21" W	234.67	1228565.27	2902849.06	
	S 16°28'55" E	124.57	1228454.70	2902642.07	
	S 16°28'51" E	81.08	1228335.25	2902677.41	
	N 73°01'36" E	409.97	1228257.50	2902700.42	
			1228377.18	2903092.53	

Closure Error Distance> 0.0068 Error Bearing> S 02°29'11" E
Closure Precision> 1 in 180228.0 Total Distance Inversed> 1219.88

Area: 87165 Sq. Feet, 2.0010 ACRES

WARRANTY DEED

THIS DEED is dated September 22, 2016, and is made between Roberta Louise Ward (whether one, or more than one), the "Grantor", of the County of El Paso and State of Texas, and John H. Carr and Haley P. Carr, as joint tenants (whether one, or more than one), the "Grantee," whose legal address is 239 E Street, Salida, CO 81201.

WITNESS, that the Grantor, for and in consideration of the sum of TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100 Dollars (\$235,000.00), the receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee (not in tenancy in common, but in joint tenancy) and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Fremont and State of Colorado, described as follows:

Lots 1 and 2, Pruett Boundary Line Adjustment

County of Fremont
State of Colorado

also known by street address as: 7623 and 7637 Highway 50, Howard, CO 81233
and assessor's schedule or parcel no.: 98304525

Together with any and all rights in, to, or under Well Permit No(s). 49352-F and 52079-F and UAWCD Certificate No(s). 984 and 422.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns, that at the time of the enjoining and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: ☐ none; or ☒ the following matters:

General taxes for the year 2016 and subsequent years, and those items accepted by Grantee pursuant to the Contract to Buy and Sell Real Estate between Grantor and Grantee with respect to the premises above described, specifically including all matters excluded or excepted pursuant to the Title Commitment issued by Fidelity National Title Company as Commitment Number 530-F0566475-330-TOC.

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

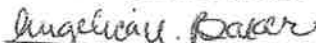
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.


Roberta Louise Ward

STATE OF Texas

COUNTY OF El Paso ss.

The foregoing instrument was acknowledged, subscribed and sworn to before me this the 22 of September, 2016, by Roberta Louise Ward.


Notary Public

My Commission Expires: 11-02-2019



State of Colorado
County of Fremont

I, Justin D. Grantham, Clerk & Recorder of Fremont County,
Colorado do hereby certify that the foregoing is a true and correct copy of the
original record and as same appears on Document # 943159
in Fremont County, Colorado.

Given under my hand and seal of office this 28th day of October, 2019.

Justin D. Grantham, Clerk and Recorder
Fremont County, Colorado



By _____
Fremont County Clerk and Recorder

Central Colorado Title and Escrow
129 East Rainbow Boulevard
Salida, CO 81201

Telephone: (719) 539-1001
Fax: (719) 539-1661

TITLE INVOICE

Invoice #: 6351

File No: 25-25666

Invoice Date: October 3, 2025

Due Date: November 3, 2025

Closing Date: _____, 20__

Purchaser(s): TBD

Seller(s): John Carr and Haley Carr

Premises: 7623 and 7637 Highway 50, Howard, CO 81233

County: Fremont

Owner's Policy Amount: \$0.00

Loan Policy Amount: \$0.00

ITEM	BORROWER	SELLER	LENDER
TBD Commitment		200.00	
TOTALS	\$0.00	\$200.00	\$0.00

Please remit payment to:
Central Colorado Title and Escrow
129 East Rainbow Boulevard
Salida, CO 81201



DISCLOSURE STATEMENT

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

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**

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- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; 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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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, 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 COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Sally F. Tyler, President

By: _____

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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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Form 50210508 (7-19-23)



**COMMITMENT CONDITIONS****1. DEFINITIONS**

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a 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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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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Form 50210508 (7-19-23)





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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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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>.

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Form 50210508 (7-19-23)



**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

Commitment Number: 25-25666

Issuing Office File Number: 25-25666

Property Address: 7623 and 7637 Highway 50, Howard, CO 81233

Revision Number:

SCHEDULE A

1. Commitment Date: October 1, 2025 at 7:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$
The estate or interest to be insured: fee simple
 - b. 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
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: John H. Carr and Haley P. Carr
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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Central Colorado Title and Escrow

129 East Rainbow Boulevard, Salida, CO 81201

Telephone: (719) 539-1001

By: _____
Authorized Signatory

Diana Krebs

Central Colorado Title and Escrow, License #871893

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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

	Premium
(a) 2021 ALTA Owner's Policy	\$0.00
(b) 2021 ALTA Loan Policy	\$0.00
Total Premium:	\$0.00
Tax Certificate	\$0.00

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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.

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**SCHEDULE B, PART II—Exceptions**

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown by the Public Records.
3. 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. Reservations contained in the patent issued April 11, 1896, Patent Document Nr: 3455, BLM Serial Nr: COCOAA 035633, of the Records of The Bureau of Land Management, (image not available)
10. Terms and conditions set forth in instrument recorded May 11, 1965, in Book 464 at Page 485, as it may affect subject property.
11. Subject to rights-of-way, easements and ditches as described in instrument recorded September 5, 1978, in Book 622 at Page 2.

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12. Terms and conditions set forth in instrument recorded July 12, 1982, in [Book 678 at Page 562](#) , as they may affect subject.
13. Terms and conditions of Quiet Title Action recorded July 5, 1984, in [Book 706 at Page 443](#) , as they may affect subject property.
14. Dedications, covenants, notes, easements, rights of way and all other matters set forth on the Plat of Pruett Boundary Line Adjustment recorded January 5, 1993, under Reception No. [598090](#) .
15. Terms and conditions of Augmentation Certificate Number 0422 recorded April 12, 2012, as Reception No. [895338](#) and Reception No. [895339](#) . Certificate Number 0422 recorded October 31, 2016, as Reception No. [944301](#) (Lot 1) and Certificate Number 0564, as Reception No. [944302](#) (Lot 2).
16. Deed of Trust executed by John Carr, Haley Carr for the benefit of Mountain River Credit Union, recorded December 14, 2021, as Reception No. [1010423](#) .
17. Any rights, interests or easements in favor of the United States, the State of Colorado or the public, which exist or claimed to exist in and over the present and past bed, banks or waters of the Arkansas River. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title to the land.

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File No.: 25-25666

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

Lots 1 and 2, Pruett Boundary Line Adjustment
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: 7623 and 7637 Highway 50, Howard, CO 81233

- Roberta Louise Ward to John H. Carr and Haley P. Carr by warranty deed dated 09/22/2016 and recorded on 09/26/2016 as Instrument Number 943159 in the Official Records of the County of Fremont Colorado.

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Total Pages: 1 Rec Fee: \$11.00 Doc Fee: \$23.50
Katie E. Barr - Clerk and Recorder, Fremont County, CO

16. and is made between **Roberta Louise Ward** (whether one, or more than one), **County of El Paso** and **State of Texas**, and **John H. Carr** and **John H. Carr, Jr.** (whether one, or more than one), the "Grantee," whose legal address is:

in consideration of the sum of **TWO HUNDRED THIRTY-FIVE (\$235,000.00)**, the receipt of which is hereby acknowledged, hereby assigns forever, all the real property, together with any unit of **Fremont** and State of **Colorado**, described as follows:

nd 7637 Highway 50, Howard, CO 81233
9304525

under Well Permit No(s). 49352-F and 52079-F and IAWCD

hereditaments and appurtenances thereunto belonging, or in
remainders, rents, issues and profits thereof, and all the estate,
whatsoever of the Grantor, either in law or equity, of, in and to the
hereditaments and appurtenances:

[illegible]

subsequent years, and those items accepted by Grantee
Real Estate between Grantor and Grantee with respect to
including all matters excluded or excepted pursuant to
National Title Company as Commitment Number 530-

THE TITLE AND DEFEND the above described premises, but any, in the quiet and peaceable possession of the Grantees against all and every person or persons claiming the whole or

executed this deed on the date set forth above.