



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

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

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

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

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

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

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

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

Please mark which application you are applying for:

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

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

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

a. Name: Mike Tezak
Mailing Address: 6200 County Road 37, Cotopaxi, CO. 81212
Telephone Number: (719) 275-1146 Facsimile Number: _____
Email Address: miketezak@yahoo.com

b. Name: Andy Neinas
Mailing Address: 45000 W HWY 50, Cañon City, CO. 81212
Telephone Number: (719) 275-3154 Facsimile Number: _____
Email Address: andy@raftecho.com

c. Consulting Firm Name: 3 Rocks Engineering and Surveying
Mailing Address: 430 Main Street, Cañon City, CO. 81212
(719) 430-5333 (office)
Telephone Number: (303) 551-5856 Facsimile Number: _____
Email Address: miless@3rocksenineering.com

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

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

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

5. Ratification:

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

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

a. This property is located in the R2 (Residential 2) Zone District.

b. This property is located in the B (Business) Zone District.

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

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

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

8. A submittal fee of \$ _____ 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 Mark Spoke Date 2-19-25

b. Property "b" Owner Signature Jonathan C. Nisius Date 2-18-25

Required Attachments:

- Application Current Deeds Application Fee
- Title Commitment (dated within 30 days of submittal)
- Copies of all exceptions from Schedule B of title Commitment
- Ratifications (will be required prior to recording, form will be provided by county to applicant)
- Plat (LLA - VIII) - 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)

Utility Notifications



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Atmos Energy
 3110 Utility Lane
 Cañon City, CO, 81212



9590 9402 8823 4005 9357 22

2. Article Number (Transfer from service label)

9589 0710 5270 2154 1926 14

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- Agent
- Addressee

X

B. Received by (Printed Name)

JESSE K. KALLO

C. Date of Delivery

7-30-24

D. Is delivery address different from item 1? If YES, enter delivery address below: Yes No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

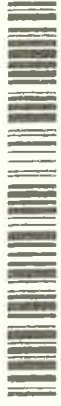
Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Black Hills Energy
3110 utility lane
Canon city, CO, 81212



9590 9402 8823 4005 9357 53

2. Article Number (Transfer from service label)

9589 0710 5270 2154 1925 84

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- Agent
- Addressee

B. Received by (Printed Name)

Jesse King

C. Date of Delivery

9-30-24

- D. is delivery address different from item 1? Yes No
- if YES, enter delivery address below: Yes No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Republic Services
6415 McDaniel Blvd
Cañon City, Co. 81212



9590 9402 8823 4005 9357 39

2. Article Number (Transfer from service label)

9589 0710 5270 2154 1926 07

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type
- Adult Signature Restricted Delivery
 - Certified Mail®
 - Collect on Delivery
 - Insured Mail (Restrictions apply)
 - Registered Mail™
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery
 - Signature Confirmation Restricted Delivery (per \$500)
 - Registered Mail Restricted Delivery
 - Signature Confirmation Restricted Delivery
 - Signature Confirmation Restricted Delivery (per \$500)

Domestic Return Receipt

Fremont County

FEB 19 2025

Planning & Zoning

Closure Sheets



Parcel Map Check Report

Client:

Mike Tezak & Andy Neinas

Prepared by:

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

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

Parcel Name: Tezak-Neinas LLA - Parcel 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

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

Segment# 1: Line

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

Segment# 2: Line

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

Segment# 3: Line

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

Segment# 4: Line

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

Segment# 5: Line

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

Segment# 6: Line

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

Segment# 7: Curve

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

End North: 1,240,335.57'

East: 3,043,919.81'

Perimeter: 2,660.64'

Area: 5.410Acre

Error Closure: 0.01

Course: S30° 13' 07.75"W

Error North : -0.005

East: -0.003

Precision 1: 266,063.00

Parcel Name: Tezak-Neinas LLA - Parcel 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,241,055.31'

East:3,043,417.16'

Segment# 1: Line

Course: S6° 20' 59.97"W

Length: 159.50'

North: 1,240,896.79'

East: 3,043,399.52'

Segment# 2: Line

Course: N83° 39' 00.03"W

Length: 129.32'

North: 1,240,911.09'

East: 3,043,271.00'

Segment# 3: Line

Course: N0° 47' 56.38"W

Length: 106.41'

North: 1,241,017.49'

East: 3,043,269.51'

Segment# 4: Line

Course: S89° 32' 23.12"W

Length: 634.18'

North: 1,241,012.39'

East: 3,042,635.35'

Segment# 5: Line

Course: N9° 51' 10.12"E

Length: 116.19'

North: 1,241,126.87'

East: 3,042,655.24'

Segment# 6: Line

Course: N36° 47' 10.12"E

Length: 72.31'

North: 1,241,184.78'

East: 3,042,698.54'

Segment# 7: Line

Course: S83° 39' 00.03"E

Length: 826.53'

North: 1,241,093.37'

East: 3,043,520.00'

Segment# 8: Line

Course: S6° 20' 59.95"W

Length: 35.62'

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

Segment# 9: Line

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

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

Precision 1: 217,900.00

Parcel Name: Tezak-Neinas LLA - Parcel 3

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

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

Segment# 1: Line

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

Segment# 2: Line

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

Segment# 3: Line

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

Segment# 4: Line

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

Segment# 5: Line

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

Segment# 6: Line

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

Segment# 7: Line

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

North: 1,241,093.37'

East: 3,043,520.01'

Perimeter: 1,226.75'

Area: 1.874Acre

Error Closure: 0.00

Course: S49° 45' 25.23"E

Error North : -0.003

East: 0.003

Precision 1: 1,226,760,000.00

Department Comments and Submittal Deficiencies Response



February 19, 2025
Fremont Planning and Zoning Department
615 Macon
Cañon City, CO 81212

Re: Department Comments and Submittal Deficiencies – LLA # 24-004 Tezak-Neinas

1. Application Item #2 – Plat title is too similar to existing recorded plats.
 - a. Addressed comment – Plat title was changed to Neinas-Tezak Lot Line Adjustment.
2. Application Item #5 – Ratification Consent and Release Form
 - a. Ratification Consent and Release forms shall be provided for each outstanding mortgage, deed of trust, lien, judgement or the like
3. Missing Application Signatures
 - a. Addressed comment – both signatures have been recorded
4. Required Attachments – PLAT
 - a. Addressed comment – redlines have been addressed
5. Required Attachments Closure Sheets – Provide a closure sheet that shows the entire boundary
 - a. Addressed comment – closure sheets have been attached

Thank you for your time answering our questions. We look forward to discussing this project further with City staff.

Best regards,

Brandon Hayes

Project Coordinator

brandonh@3rocksendeering.com

O: 719.430.5333

C: 719.204.1311

Fremont County

FEB 19 2025

Planning & Zoning

Current Deeds



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

330-F19784-22

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



SPECIAL WARRANTY DEED

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

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

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

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

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

GRANTOR:



ERIC JOHN HOLGERSON

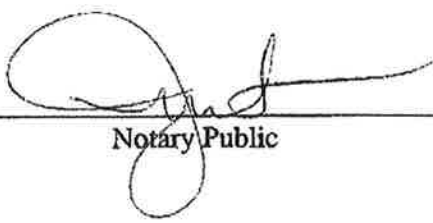
STATE OF COLORADO)
) s
COUNTY OF Fremont)

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

WITNESS my hand and official seal.

My commission expires:

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



Notary Public

**Exhibit A
(Legal Description)**

Lot 1, Lippis Subdivision, according to the recorded plat

County of Fremont

State of Colorado.

(Fremont County Assessor's Parcel No. 17079201)

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

Exhibit B
(Permitted Exceptions)

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

D.F. 13.50

WARRANTY DEED

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

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

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

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

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

See Exhibit A attached hereto and made a part hereof.

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

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

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

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

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

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

SELLER:

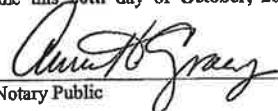

Randy Crosby

STATE OF COLORADO
COUNTY OF Fremont

}ss:



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


Notary Public

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



Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Beginning at a point on the Southerly right-of-way line of U.S. Highway 50 from which a concrete right-of-way marker with a brass cap stamped STA. 2602+29.7 bears South 83° 46' East a distance of 280.20 feet, said point also being the Northwesterly corner of the Tract of land described in Deed recorded in Book 501, Page 467, Fremont County records; thence South 06° 31'16" West along the Westerly line of said Tract of land described in Book 501, Page 467, a distance of 35.62 feet to a point on the South line of the SW1/4 NW1/4 of said Section 10; thence North 88° 55'00" East along the South line of said SW1/4 NW1/4 a distance of 269.19 feet to a point on the Southerly right-of-way line of U.S. Highway 50; thence North 83° 28'44" West along said Southerly right-of-way line a distance of 266.82 feet to the point of beginning.

County of Fremont,
State of Colorado

10.00
438

WARRANTY DEED

#1450

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

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

STATE DOCUMENTARY FEE
Date **DEC 07 2001**
Amount 16.50

DECLARATION ATTACHED

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

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

WITNESS, that the grantor, for and in consideration of the sum of **Ten dollars and other good and valuable consideration** DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the said County of FREMONT and State of Colorado described as follows:

SEE EXHIBIT "A"

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

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except **2001 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.**

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

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

Stanley J. Thomas

STANLEY J. THOMAS

Pamela S. Thomas

PAMELA S. THOMAS

State of COLORADO)
) ss.
County of FREMONT)

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

My commission expires

9/21/2005

Witness my hand and official seal.

Claudia Wilms

Notary Public

LEGAL DESCRIPTION

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

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

THENCE SOUTH 6°14' WEST 208.7 FEET;

THENCE SOUTH 83°46' EAST 313.0 FEET;

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

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



740945

Page: 2 of 2
12/07/2001 02:28F
D 18.50

NORMA HATFIELD FREMONT CTY CLK&REC CO R 10.00

Fremont County

FEB 19 2025

Planning & Zoning

Title Commitments





SCHEDULE A

Title Report No.: 330-F08616-24

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

EXHIBIT "A"
Legal Description

Lot 1, Lippis Subdivision according to the recorded plat

County of Fremont
State of Colorado

SCHEDULE B Exceptions

1. Right of way to Mountain States Telephone and Telegraph Company as dated April 26, 1929 and recorded July 26, 1929 in [Book 252, Page 9](#).
2. Easement to Southern Colorado Power Company as recorded October 15, 1960 in [Book 419, Page 198](#)
3. Easements and notes as shown on Plat of Lippis Subdivision, recorded January 29, 1979, [Reception No. 450423](#).
4. Easement Agreement for an easement for access more fully described in document recorded April 19, 2022, Reception No. [1015273](#).
5. A deed of trust to secure an indebtedness in the amount shown below,
Amount: \$117,000.00
Dated: March 3, 2023
Trustor/Grantor: Echo Housing, LLC, a Colorado Limited Liability Company
Trustee: Fremont
Beneficiary: Bank of the San Juans, Division of Glacier Bank
Loan No.: unknown
Recording Date: March 13, 2023
Recording No.: [1025354](#)
6. Assignment of Rents and Leases

Assigned to: Bank of the San Juans, Division of Glacier Bank
Assigned by: Echo Housing, LLC, a Colorado Limited Liability Company
Recording Date: March 13, 2023
Recording No: [1025355](#)
7. Note: The liability of the Company hereunder is expressly limited to the value of the real property described herein and its permanent fixtures, and this liability must not be construed to include any dwellings or structures such as manufactured housing units, which are not permanently affixed to the Land.
8. NOTE: Statement of Authority for Echo Housing, LLC, a Colorado Limited Liability Company recorded December 22, 2022 at Reception No. [1023170](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Andrew Neinas, Manager and Karen Neinas, Manager

END OF EXCEPTIONS

SCHEDULE B
Exceptions
(continued)

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

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

EXHIBIT "B"

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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

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

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

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

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

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

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

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

EXHIBIT "B"

(continued)

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

(continued)

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

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

LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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



SCHEDULE A

Title Report No.: 330-F08621-24

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

EXHIBIT "A"

Legal Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
Legal Description

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

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

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

County of Fremont,
State of Colorado

SCHEDULE B Exceptions

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

END OF EXCEPTIONS

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

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

EXHIBIT "B"

(continued)

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

EXHIBIT "B"

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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

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

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

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

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

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

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

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

LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

LIMITATIONS OF LIABILITY

(continued)

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

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



SCHEDULE A

Title Report No.: 330-F08620-24

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

EXHIBIT "B"

(continued)

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

EXHIBIT "A"
Legal Description

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

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

County of Fremont
State of Colorado

SCHEDULE B Exceptions

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

END OF EXCEPTIONS

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

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

EXHIBIT "B"

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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

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

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

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

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

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

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

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

LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

LIMITATIONS OF LIABILITY

(continued)

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

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