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JOYCE M. RENO  
Chaffee County Clerk

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Date AUG 06 2007  
\$ 3.00

### WARRANTY DEED

THIS DEED, Made this 31<sup>st</sup> day of July, 2007

between Duane D. Zabka, Inc., a Colorado corporation  
a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor(s),  
and Teck, LLC

a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantee(s):  
Whose legal address is: P.O. Box 1183, Salida, CO 81201

WITNESS, that the grantor, for and in consideration of the sum of Thirty Thousand and 00/100 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 grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Chaffee and State of Colorado, described as follows:

See Attached Exhibit "A"

also known by street and number as: 8010 County Road 152, Salida, CO 81201  
assessor's schedule or parcel number: 368325400023R

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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(s), 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(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it 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 TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.**

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claim 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 caused its corporate name to be hereunto subscribed by its President, Duane D. Zabka, and attested by GERALD E. ZABKA its Secretary the day and year first above written.

Attest:

Duane D. Zabka, Inc., a Colorado corporation

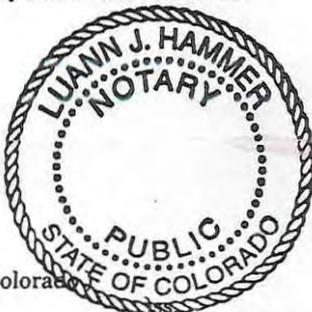
Gerald E. Zabka  
Secretary Gerald E. Zabka

Duane D. Zabka  
By: Duane D. Zabka  
President

State of Colorado )  
                                  )ss.  
County of Chaffee )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2007, by Duane D. Zabka as President of Duane D. Zabka, Inc., a Colorado corporation on behalf of said corporation.

Witness my hand and official seal.



Juann J. Hammer  
Notary Public  
My Commission Expires: 06/13/2010

State of Colorado )  
                                  )ss.  
County of Chaffee )  
My Commission Expires 06/13/2010

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2007, by GERALD E. ZABKA as Secretary of Duane D. Zabka, Inc., a Colorado corporation on behalf of said corporation.

Witness my hand and official seal.



Juann J. Hammer  
Notary Public  
My Commission Expires: 06/13/2010

WARRANTY DEED

My Commission Expires 06/13/2010

DECLARATION  
NOT ATTACHED



368596  
2 of 2

8/6/2007 11:27 AM  
WD R\$11.00 DS\$3.00

JOYCE M. RENO  
Chaffee County Clerk

## EXHIBIT "A"

**That certain tract or parcel of land being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 50 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado, and being more particularly described in Deed dated November 26, 1985 and recorded in Book 476, Page 445 of the Chaffee County, Records.**



**FIRST AMERICAN TITLE COMPANY**

**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, please contact the issuing office.

## CONDITIONS

### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in public records or are created or attached between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

First American Title Insurance Company

Commitment Number: 07-0128

**SCHEDULE A**

1. Commitment Date: July 25, 2007 at 08:00 AM
2. Policy (or Policies) to be issued: Policy Amount
  - (a) Owner's Policy ( ALTA Owners Policy ) \$ 30,000.00  
Proposed Insured:  
Teck, LLC
  - (b) Loan Policy ( ALTA Loan Policy )  
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Duane D. Zabka, Inc., a Colorado corporation
4. The land referred to in the Commitment is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

HIGH COUNTRY TITLE & ESCROW

By:

  
HIGH COUNTRY TITLE & ESCROW

First American Title Insurance Company

Commitment Number: 07-0128

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. The following documents satisfactory to us must be signed, delivered and recorded:
  1. Warranty Deed from Duane D. Zabka, Inc. a Colorado corporation to Teck, LLC conveying the subject property.
  2. The Company must be furnished with Articles of Incorporation AND Certificate in Good Standing from the Colorado Secretary of State for Duane D. Zabka, Inc., a Colorado corporation for review.
  3. The Company must be furnished with the Operating Agreement for review for Teck, LLC and the General/Managing Partner of Teck, LLC.
  4. The Affidavit and Indemnity signed by Duane D. Zabka, President of Duane D. Zabka, Inc., a Colorado corporation and notarized.

Commitment Number: 07-0128

**SCHEDULE B - SECTION II  
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easement which are not shown by the public record.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public record.
4. Any lien, or right to lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Any water rights or claims or title to water in, on or under the land.
7. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Taxes and assessments, not yet due or payable.
9. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Court and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, in U.S. Patent recorded April 11, 1892, in Book 62 at Page 469, Chaffee County Records.
10. Right of Way for railroad purposes granted to the Denver and Rio Grande Railroad Company as described and located in Book 115, Page 535, Chaffee County Records
11. Right of Way for electric transmission lines and distribution and/or service lines granted to Public Service Company of Colorado as described and located in Book 240, Page 53, Chaffee County Records.
12. Roadway reserved in Quit Claim Deed recorded in Book 244, Page 276, Chaffee County Records.
13. Easement granted to the Denver and Rio Grande Western Railroad Company as described and located in Book 253, Page 118, Chaffee County Records.
14. Easement granted to the Public Service Company of Colorado as described and located in Book 292, Page 133, Chaffee County Records.
15. Any portion of the subject property lying within a Denver and Rio Grande Western Railroad Company right-of-way.
16. NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
  - a) Mountain Bell Telephone Company - filed October 2, 1981, Reception No. 211211;
  - b) Public Service Company of Colorado - filed November 2, 1981, Reception No. 211929;

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

(Continued)

Commitment Number: 07-0128

- c) Western Slope Gas Company - December 11, 1981, Reception No. 212569 and filed May 24, 1985, Reception No. 234357; (Company name amended to "Western Gas Supply Company" by certificates recorded June 27, 1988 in Book 497 at Page 103);
- d) Letter from Utility Notification Center of Colorado disclosing local facilities access through "One Call System" recorded September 14, 1988 in Book 498 at Page 950;
- e) Greeley Gas Company - filed November 18, 1981, Reception No. 212196.

17. Terms, conditions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions filed for record on November 21, 2001 under Reception No. 322102 Chaffee County Records and as further affected by Addendum filed for record on September 13, 2004 under Reception No. 346240 Chaffee County Records.

First American Title Insurance Company

Commitment Number: 07-0128

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

That certain tract or parcel of land being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 50 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado, and being more particularly described in Deed dated November 26, 1985 and recorded in Book 476, Page 445 of the Chaffee County, Records.

## HIGH COUNTRY TITLE & ESCROW COMPANY, DISCLOSURE STATEMENT

### A. "GAP" PROTECTION (PURSUANT TO COLORADO DIVISION OF INSURANCE REGULATION, 3-5-1)

When High Country Title & Escrow Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, Regulation 3-5-1, requires that our title company shall be responsible for all matters which appear of record subsequent to the Effective Date of the Commitment, but prior to the Effective Date of the Policy.

### B. MECHANICS' LIEN PROTECTION

If you are a buyer of a single-family residence, you may request mechanics' lien coverage to be issued on your policy of insurance.

If the property being purchased has not been the subject of construction, improvements or repair in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the Seller.

If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others.

The general requirements stated above are subject to revision and approval of the Company.

### C. SPECIAL TAXING DISTRICT NOTICE (PURSUANT TO SECTION 10-11-122 C.R.S.)

The Company is required to disclose the following information:

- (a) That the subject real property may be located in a special taxing district.
- (b) That a certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agents.
- (c) That 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.

### D. NOTIFICATION OF SEVERED MINERAL ESTATES (PURSUANT TO SECTION 10-11-123 C.R.S.)

The Company is required to disclose the following information:

- (a) That there is a 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.
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

### E. RECORDING STATUTES

Recording statutes require that all documents submitted for recording must contain a one-inch margin along the sides and bottom of each page. The county clerk and recorder may reject any document that does not comply.



High Country Title and Escrow  
Personal Information Privacy Protection Policy

At High Country Title and Escrow Company, protecting the privacy and confidentiality of your personal information is important to our employees and us. We value your business and the trust you put in High Country Title and Escrow Company. To offer you the financial products and services you seek, we collect, maintain, and use information about you on a routine basis. To help you better understand how your personal information is protected here at High Country Title and Escrow Company, we are providing you with the following statement describing our practices and policies with respect to the privacy of customer information. In the event you terminate your customer relationship with us, or become an inactive customer, we will continue to adhere to the policies and practices described in this notice.

At High Country Title and Escrow Company, we do not disclose any nonpublic information about our current or former customers to any affiliate or nonaffiliated third party except as permitted by law.

At High Country Title and Escrow Company we may collect information volunteered by you during the closing and title insurance process, gathered from your transactions and experiences with us, and obtained from other authorized sources. All information collected and stored by High Country Title and Escrow Company is used for specific business purposes, such as administering your account, complying with state/federal banking regulations, protecting against fraud, and developing a better understanding of your financial needs to provide you with improved products and services.

At High Country Title and Escrow Company we understand that the protection of your nonpublic information is of the utmost importance. Guarding your privacy is our obligation. High Country Title and Escrow Company maintains strict procedures and policies to safeguard your privacy. We restrict employee access to customer information only to those who have a business reason to know such information, and we educate our employees about the importance of confidentiality and customer privacy.