

State Documentary Fee
\$20.70 03-20-2023

429575
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Erica Vigil, Clerk & Recorder
Huerfano County, CO
03-20-2023 02:03 PM Recording Fee \$23.00

WARRANTY DEED

THIS DEED, is dated the 17th day of MARCH, 2023, and is made between **TODD D HOUSEMAN and SANDRA R HOUSEMAN** (whether one, or more than one), the "Grantor" of the State of Colorado and **DOS SUENOS PROPERTIES, LLC** (whether one, or more than one), the "Grantee," whose legal address is: 4517 OLD SHERMAN ROAD, WHITESBORO, TX 76273 of the State of Texas

State Doc Fee:
Recording Fee:

WITNESS, that the Grantor, for and in consideration of the sum of Two Hundred Seven Thousand Dollars and No Cents (\$207,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Huerfano and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as: TBD PANADERO Avenue, CUCHARA, CO 81055

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the enrolling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey in the same manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

SEE EXHIBIT "B" ATTACHED HERETO

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

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

[Signature]
TODD D HOUSEMAN

[Signature]
SANDRA R HOUSEMAN

State of Kansas
County of Ford

The foregoing instrument was acknowledged before me this 17th day of March, 2023 by TODD D HOUSEMAN and SANDRA R HOUSEMAN.

Witness my hand and official seal.

[Signature]
Notary Public Ashley Ledford
My Commission Expires: 8/23/2023

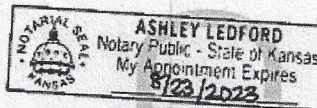


EXHIBIT "A" LEGAL DESCRIPTION

Parcel A: Tract M 1, Panadero Filing No.3, more particularly described as follows: Township 31 South, Range 69 West of the 6th P.M.;

A parcel of land located in Sections 16 and 17; Beginning at the Southerly most Corner of Tract M; the True Point of Beginning; Thence on the arc of a curve to the right, through a central angle of 09-41-15, whose radius is 180.00 feet, a distance of 30.43 feet; Thence N 78-19-45 E a distance of 219.65 feet; Thence on the arc of a curve to the right, through a central angle of 09-37-15, whose radius is 120.00 feet, a distance of 12.05 feet; Thence N 83-07-15 E a distance of 665.59 feet; Thence on the arc of a curve to the left, through a central angle of 21-30-30, whose radius is 120.00 feet, a distance of 45.05 feet; Thence N 61-36-45 E a distance of 430.45 feet; Thence on the arc of a curve to the left, through a central angle of 101-14-00, whose radius is 20 feet, a distance of 35.34 feet; Thence N 39-37-14 W, a distance of 77.59 feet; Thence S 61-36-45 W, a distance of 438.75 feet; Thence S 83-43-33 W, a distance of 527.20 feet; Thence N 02-37-17 E, a distance of 376.52 feet; Thence S 43-47-58 W a distance of 149.98 feet; Thence S 06-52-45 E, a distance of 157.58 feet; Thence S 83-07-15 W a distance of 97.16 feet; Thence on the arc of a curve to the left, through a central angle of 09-37-15, whose radius is 120.00 feet, a distance of 20.15 feet; Thence S 73-30-00 W a distance of 270.83 feet; Thence on the arc of a curve to the left, through a central angle of 12-52-59, whose radius is 120.76 feet, a distance of 26.22 feet; to the true point of beginning. County of Huerfano, State of Colorado

Parcel B: Parcel 6A

A parcel of land located in a portion of Tract 6, Panadero Development Filing No.3, County of Huerfano, State of Colorado, being more particularly described as follows: Beginning at the Southeast corner of Tract 6, Thence S 61-36-45 W along the South line of said Tract 6, a distance of 438.75 feet; Thence S 83-43-33 W along South line of said Tract 6, for a distance of 527.20 feet; Thence N 2-37-17 E along the East line of said Tract 6, for a distance of 376.52 feet; Thence N 43-47-58 E along the Northerly line of said Tract 6, for a distance of 384.57 feet; Thence S 35-30-00 E, for a distance of 563.25 feet; Thence N 60-00-00 E, for a distance of 280.00 feet to the Westerly right of way line of Panadero Loop; Thence S 39-37-15 E along the Westerly right of way line of Panadero Loop, for a distance of 89.49 feet to the Point of Beginning. Being 6.50 Acres more or less.

**EXHIBIT "B"
EXCEPTIONS TO TITLE**

1. Taxes for the year 2022, a lien not yet due and payable.
2. Distribution of Utility Easements (including cable tv)
3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual Knowledge and which were accepted by Buyer in accordance with § 8.3 (off record Title) and § 9 (New ILC or New Survey)
4. Inclusion of the Property within any special taxing district
5. Any special Assessment if the improvements were not installed as the date of Buyers' Signature hereon, whether assessed prior to or after closing.
6. Underground Line Map for San Isabel Electric Association, recorded at Map No. 264, February 13, 1985 at Reception No. 298846
7. Declaration of Covenants for Panadero Subdivision Filing No. 1, recorded October 3, 1973 at Book 333, Page 842, and recorded November 2, 1981 at Book 367, Page 1111, and Amended and Revisited January 28, 2008 at Reception No. 379076, and Amendment recorded April 22, 2010 at Reception No. 368092, Amendment recorded January 5, 2015 at Reception No. 402111
8. Declaration for Sun Mountain Condominiums, recorded August 6, 1982 at Book 364, Page 380
9. Service Plan for Cuchara Valley Recreational Metropolitan District, recorded September 10, 2010 at Reception No. 389209
10. By-laws for Panadero Property Owners Association recorded October 9, 2013 at Reception No. 398757
11. Easements as recorded on Quit Claim Deed recorded February 14, 1985 at Book 373, Page 316 and at Book 373, Page 318
12. Right of Way for Ditches and Canals, recorded November 7, 1986 at Book 379, Page 465
13. Master Land Plan for Panadero Subdivision, recorded December 17, 1997 at Reception No. 331940
14. Settlement Agreement between Patricia Concannon and Panadero Property Owners Association, recorded October 5, 1998 at Reception No. 336085
15. Line Extension Contract between San Isabel Electric and Rio Costilla Development recorded February 16, 1999 at Reception No. 337888
16. Limited Use Agreement between Dick E. Davis and JNC Properties, recorded June 9, 1998 at Reception No. 334227
17. Amendment to Settlement Agreement recorded June 6, 2005 at Reception No. 368026