

## Report of Title

OWNER VERIFICATION SEARCH

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This Certificate of Title report is for informational purposes only and is not to be considered as a commitment to issue any form of title insurance policy. The report is for the use and benefit of the addressee only, and liability is hereby limited to the amount of the fee paid therefore.

**UST FILE NO.** 16833-CO0605-5013  
**REFERENCE NO.** CO20249 **SITE NAME** Hancock

**PREPARED FOR:** Mobilitie  
Candace Johns  
2099 Pennsylvania Ave NW  
Suite 100  
Washington DC, DC 00000

**PREMISES:** 4010 Bradley Road, Colorado Springs, CO 80911  
Parcel 6502000117

**COUNTY:** El Paso

↑

this address does not match the sdp or application, and this is not an active parcel number. please update parcel number and address.

**SCHEDULE A**

1     **DATE OF THIS CERTIFICATE** 5/10/2006

**EXAMINED THRU** 5/8/2006

2     **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS CERTIFICATE IS:**

Fee Simple

3     **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS CERTIFICATE IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

Continental Materials Corporation, a Delaware corporation

**SOURCE OF TITLE:**

Quit Claim Deed made by Resolution Trust Corporation, a corporation, as receiver for First Federal Savings and Loan Association of Estherville and Emmetsburg, Estherville, Iowa dated Jan 13, 1992 recorded on Feb 18, 1992 in book 5936 page 1343 .

4     **THE LAND REFERRED TO IN THIS CERTIFICATE IS DESCRIBED AS FOLLOWS:**

The North one-half of the Northeast one-quarter of the Northwest one-quarter of Section 2, Township 15 South, Range 66 West of the 6th P.M., except that part of the Northerly 30 feet thereof lying within a public road, also known as vacant land, with all its appurtenances.

**SCHEDULE B (EXCEPTIONS)**

THIS IS NOT A COMMITMENT OR PRELIMINARY REPORT OF TITLE TO ISSUE A POLICY OR POLICIES OF TITLE INSURANCE. THE EXCEPTIONS SET FORTH HEREIN ARE INTENDED TO PROVIDE YOU WITH NOTICE OF MATTERS AFFECTING TITLE TO THE LAND DESCRIBED IN SCHEDULE A OF THIS CERTIFICATE.

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein. (-0-). See Separate Mortgage Schedule.
3. Any state of facts which an accurate survey might show or survey exceptions set forth herein.
4. Rights of tenants or person in possession.

**(Judgments)**

- 5 None of Record

**(Covenants/Restrictions)**

- 6 None of Record

**(Easements and Rights of Way)**

7. Easement.  
Notes: Subject to a non-exclusive right of way and easement over and across the Northerly 20 feet, for the purpose of conveying water by ditch or other means as stated in Book 6566, Page 1263 and Book 6566, Page 1269.

**(Other Filed Documents)**

8. LEASE AGREEMENT between Continental Materials Corporation, a Delaware corporation and Harry S. Orvis and Dorothy M. Orvis dated 11/23/1994 in book 6566 page 1263 in Instrument No. 094158178.
9. LEASE AGREEMENT between Continental Materials Corporation, a Delaware corporation and Richard E. Cannon and Alice J. Cannon dated 10/26/1994 recorded 11/22/1994 in book 6566 page 1269 in Instrument No. 094158179.

US TITLE SEARCH, INC.  
FILE NO. 16833-CO0605-5013 REFERENCE NO. CO20249

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**MORTGAGE SCHEDULE**

None of Record

**TAX SEARCH**

1.

TAX ID :6502000117

provide correct parcel id

Land Assessment: \$496,480.00 Building Assessment: \$92,200.00

Total Assessed Value:\$588,680.00

Period :2006 Payment Status: Open

Tax Amount : \$26,358.24

US TITLE SEARCH, INC.

FILE NO. 16833-CO0605-5013 REFERENCE NO. CO20249

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**DEED CHAIN**

1. Quit Claim Deed made by Resolution Trust Corporation, a corporation, as receiver for First Federal Savings and Loan Association of Estherville and Emmetsburg, Estherville, Iowa to Continental Materials Corporation, a Delaware corporation dated 1/13/1992 recorded on 2/18/1992 in book 5936 page 1343 instrument No. 002114721.

002114721

92 FEB 19 PM 12:28

ARDIS E. SCHWITT  
EL PASO COUNTY CLERK & RECORDER

BOOK PAGE  
5936 1343

QUIT CLAIM DEED

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF ESTHERVILLE AND EMMETSBURG

500

RESOLUTION TRUST CORPORATION, a corporation organized and existing under the laws of the United States of America, as Receiver for First Federal Savings and Loan Association of Estherville and Emmetsburg, Estherville, Iowa, whose address is 3400 Yankee Drive, 4th Floor, Eagan, Minnesota 55122, for the consideration of Ten Dollars and other valuable consideration, in hand paid, hereby sells and QUITCLAIMS to CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, whose address is 325 N. Wells Street, Chicago, IL 60610, the following real property in the County of El Paso, State of Colorado, to wit: The North one-half of the Northeast one-quarter of the Northwest one-quarter of Section 2, Township 15 South, Range 66 West of the 6th P.M., except that part of the Northerly 30 feet thereof lying within a public road, also known as vacant land, with all its appurtenances.

This property is sold in its AS IS condition without recourse, warranties or representations of any kind.

Actual consideration: \$160,000.00

Exempt from Documentary Fee pursuant to C.R.S., Section 39-13-104(1)(a).

Signed: January 13, 1992.

RESOLUTION TRUST CORPORATION, a corporation organized and existing under the laws of the United States of America, as Receiver for First Federal Savings and Loan Association of Estherville and Emmetsburg, Estherville, Iowa

STATE DOCUMENTARY

FEB 18 1992

FEE 16.00

By: [Signature]  
Name: Rita R. Jones  
Title: Assistant Director/REO

Pursuant to Power of Attorney dated: September 20, 1991

STATE OF MINNESOTA )  
COUNTY OF DAKOTA ) ss.

On this 13th day of January, 1992, before me, appeared Rita R. Jones, to me personally known, who being duly sworn, did say that he/she is Assistant Director/REO for Resolution Trust Corporation, a corporation organized and existing under the laws of the United States of America, Receiver for First Federal Savings and Loan Association of Estherville and Emmetsburg, Estherville, Iowa, and that the instrument was signed for the purposes therein contained on behalf of the corporation, and by authority of the corporation, and he/she further acknowledged the instrument to be the free act and deed of the corporation as Receiver for First Federal Savings and Loan Association of Estherville and Emmetsburg, Estherville, Iowa.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

McNAMARA  
PUBLIC-MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires On:

[Signature]  
Notary Public

Printed Name: Jodi L. McNamara

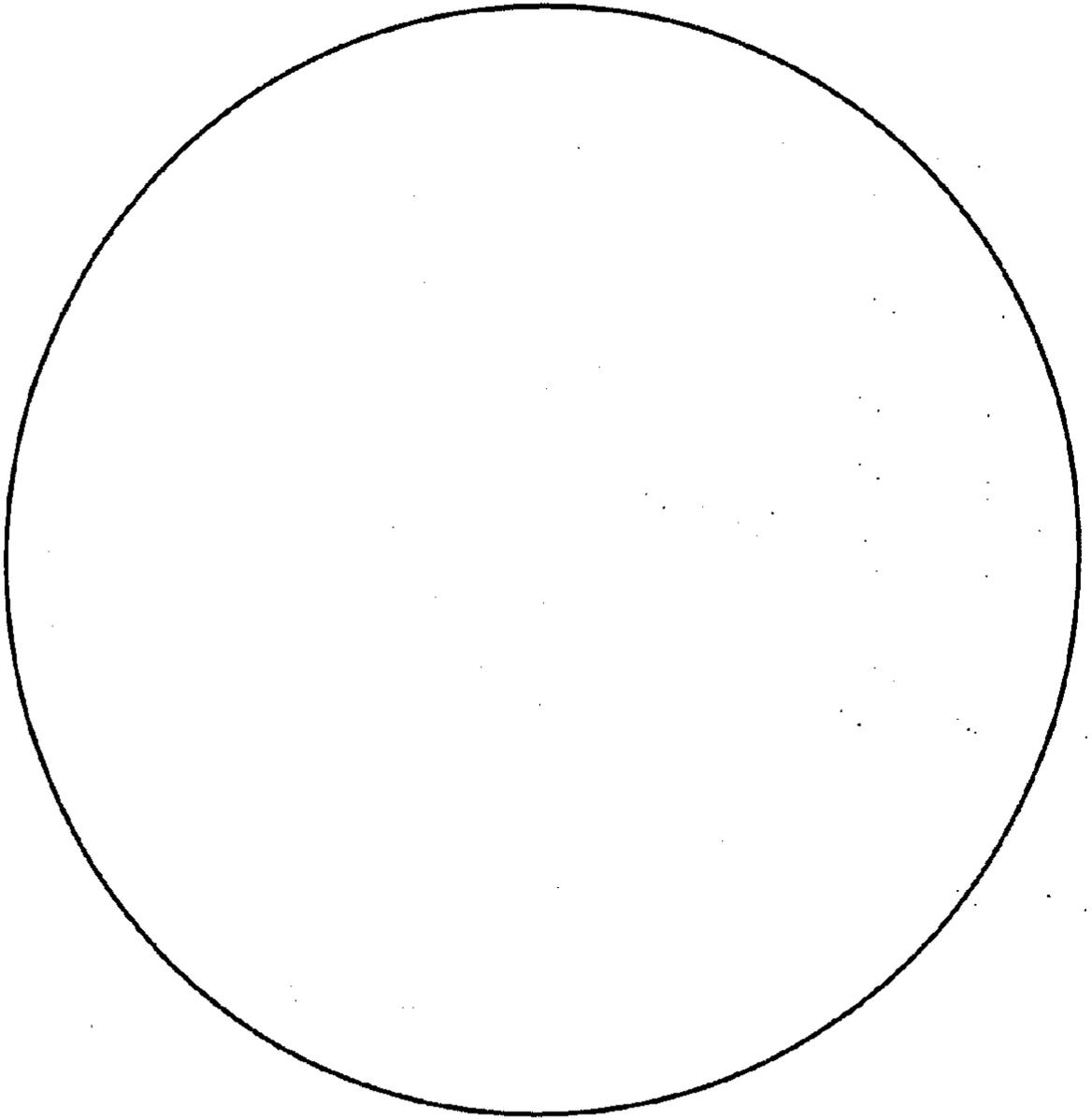
My Commission Expires: 12/06/96

Doc. Fee 16.00



D:\99999\5075.1

33165



094158178

09/27/92 PM 3:19

BOOK PAGE  
6566 1263

ARDIS W. SCHMITT  
EL PASO COUNTY CLERK & RECORDER

LEASE AGREEMENT

THIS AGREEMENT is entered into this 23<sup>rd</sup> day of November, 1994, by and between Continental Materials Corporation, a Delaware Corporation (hereinafter "LANDLORD") AND Harry S. Orvis and Dorothy M. Orvis (hereinafter "TENANT").

RECITALS

LANDLORD and TENANT entered into a lease agreement for the premises identified herein on November 8, 1984, and said agreement will expire shortly. Subsequent to said agreement, on January 11, 1985 for consideration of \$10,000.00 the Kit Mobile Home described therein and then located thereon (VIN 6455 KRO-AB) was reconveyed to Harry S. Orvis and Dorothy M. Orvis, and the Certificate of Title thereto was delivered to them by LANDLORD'S then counsel, G. Scott Briggs. Said mobile home is severed from the real estate, is acknowledged as personal property, and, with other personal property upon the premises, is and shall remain the sole property of TENANTS, with the right to remove same at their sole discretion. LANDLORD and TENANT wish to enter into a new agreement, on the following terms and conditions.

TERMS AND CONDITIONS

1. PREMISES. The real property leased under this agreement is located in El Paso County, Colorado, more particularly described on the attached Exhibit "1", (hereinafter "premises" or "the property") upon the terms and conditions identified herein.

2. TERM. This lease shall commence on the 1st day of November, 1994, and shall be automatically renewed annually, unless earlier terminated as provided herein.

3. TERMINATION. The parties may terminate this lease at any time on such terms as may be mutually agreed upon. The LANDLORD may terminate this agreement if the TENANT fails to perform any of the terms of this lease or if the TENANT, or one of them, no longer maintain as the premises as their legal residence.

TENANT may terminate this lease without cause by giving LANDLORD ten (10) days prior written notice.

LANDLORD may terminate this lease without cause by giving the TENANT one (1) year's prior written notice, which means the lease would then terminate one year from the date of the written notice, unless agreed to earlier by TENANT.

4. RENT. The TENANT agrees to pay the LANDLORD as rent for the demised premises the annual sum of \$2,400.00 which sum shall be payable in equal monthly installments of \$200.00 due on the first day of each and every month throughout the term of the lease. The rental payments shall be mailed or otherwise delivered at the address given herein with the first payment due November 1, 1994.

In addition, TENANT shall tender with each monthly lease payment 1/12th of the real property taxes due on the property, based on the most recent assessment, as provided in Paragraph 5 hereof.

5. TAXES. The TENANT shall tender to LANDLORD, at the same time the monthly rent payment is due, a monthly payment which equals 1/12 of the real property taxes due on the property, based on the most recent assessment. Currently, real estate taxes on the property are \$252.00 per year, meaning TENANT must initially pay to LANDLORD, in addition to the rent identified herein, an additional \$21.00 per month (1/12th of \$252.00). LANDLORD will notify TENANT within ten (10) days of receipt of a new tax assessment on the property, and what the new monthly tax payment will be, and TENANT shall begin making the new property tax payment when the next rent payment is due.

6. INSURANCE. The TENANT shall keep adequate liability insurance on the premises for the protection of LANDLORD, by means of naming LANDLORD as an additional insured as to liability provisions on TENANT'S "Manufactured Home Homeowner's policy," issued by State Farm Insurance Company, or another insurance carrier which shall be approved by LANDLORD. Approval shall not be unreasonably withheld.

TENANT shall provide LANDLORD with satisfactory evidence of compliance with this provision and upon request shall indemnify the LANDLORD from any consequences for TENANT'S failure to do so.

7. CONDITION OF PREMISES. The TENANT hereby acknowledges that the TENANT has received the above described premises, and the personal property located therein as hereinabove described, if any, in good order and repair, and will, at the expiration of the term of this lease, surrender and deliver up possession of said premises in as good order and repair as the same are at this date, ordinary wear and tear excepted. The TENANT further agrees to maintain the premises in a clean and sanitary condition, and in order to guarantee to the LANDLORD the surrender of said premises in as good order and repair, the TENANT hereby deposits with the LANDLORD the sum of \$10.00 as a security deposit to be returned to the TENANT at the expiration of the term of this lease if the possession of said premises be delivered to the LANDLORD in such condition. The LANDLORD shall be the sole judge as to whether said premises are in good order and repair at the expiration of the term of this lease.

8. MAINTENANCE The TENANT shall be responsible for the maintenance of the premises throughout the term of the lease. No repairs, alterations or additions in excess of \$1,000.00 to the improvements upon the premises, which could become the subject of a mechanic's lien upon the real estate, or which would materially affect the real estate shall be made by the TENANT without having first received written consent of the LANDLORD.

9. ASSIGNMENT. This lease may not be assigned by the TENANT. No portion of the leased premises may be sublet.

10. ENTRY OF PREMISES. The LANDLORD may enter on the premises at all reasonable times during the term of this lease.

11. MINING OR ACCESS USES. The LANDLORD may use or create access roads upon the westerly 50 feet and the northerly 40 feet of the leased premises as may be necessary for its adjacent sand and gravel extraction operation known as Daniels Sand Pit No. 2, provided such roadway shall be so treated as to minimize any dust problem of TENANT therefrom during any such use.

12. DEFAULT. The TENANT promise and agrees that if default be made in the payment of rents or in the performance of any other conditions under this lease, that this lease may be forthwith terminated at the election of the LANDLORD and the TENANT will immediately surrender and deliver up possession of the leased premises to the LANDLORD upon receiving written notice from the LANDLORD stating breach of conditions of this lease and the election of the LANDLORD to so terminate the lease. In the event that it shall become necessary for the LANDLORD to employ an attorney to enforce any of the provisions hereof or to enforce the collection of any rents due under the term of this lease, the LANDLORD shall be entitled to recover from the TENANT all Court costs incurred in maintaining such action, together with a reasonable attorney's fee. In the event of such termination, it is understood and agreed that any advance rental payments and the security deposit herein made shall be retained by the LANDLORD as liquidated damages for the breach of this agreement, in addition to other legal remedies which the LANDLORD may have for such breach.

13. NO WAIVER. The failure of the LANDLORD to insist in any one or more instances, upon a strict compliance of any of the obligations, covenants and agreements herein contained or the failure of the LANDLORD in any one or more instances to exercise any option, privilege right herein contained shall in no wise be construed to constitute a waiver or relinquishment or release of such obligation, covenant or agreement, and no forbearance by the LANDLORD of any default hereunder shall in any manner be construed as constituting a waiver of such default by the LANDLORD.

14. NOTICES. Any written notice called for by the terms of this lease shall be mailed to the respective parties at their

addresses given below or such other addresses as may be given in writing:

HARRY S. ORVIS  
DORTHY M. ORVIS  
4180 Bradley Road  
Colo. Sprgs., CO 80911

CONTINENTAL MATERIALS CORPORATION  
225 West Wacker Drive, Suite 1800  
Chicago, Illinois 60606-1229

with a copy to: TRANSIT MIX CONCRETE COMPANY  
Attention: Carl C. Harskind, President  
P. O. Box 1033  
Colorado Springs, CO 80901

15. ENCUMBRANCES. TENANT agrees not to alienate or encumber to the prejudice of the LANDLORD, or consent, permit or suffer any waste, impairment or deterioration of said property, and regardless of natural depreciation to keep said property and the improvements thereon at all times in good condition and repair.

16. CONSTRUCTION. Wherever used herein the singular shall include the plural and the use of any gender shall be applicable to all genders.

17. BINDING EFFECT. This lease agreement shall bind and benefit alike the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written. Executed in triplicate original.

TENANT

LANDLORD

Harry S. Orvis

Continental Materials Corporation,  
A Delaware Corporation

Joseph J. Simon, Vice President

Dorothy M. Orvis  
Dorothy M. Orvis

ATTEST:

Mark S. Nichter  
Mark S. Nichter, Secretary

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF EL PASO )

Subscribed and sworn to before me this 21 day of October, 1994 by Harry S. Orvis.

2577

Witness my hand and official seal.

Lawrence E. Cuddy  
Notary Public  
Address 313 E. Vermont  
Colo. Spg. Co. P.O. Box

My commission expires:  
Mar 23, 1995

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

Subscribed and sworn to before me this 21 day of  
October, 1994 by Dorothy M. Crvis.

Witness my hand and official seal.



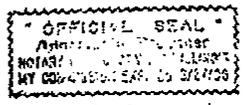
Lawrence E. Cuddy  
Notary Public  
Address 313 E. Vermont  
Colo. Spg. Co. P.O. Box

My commission expires:  
Mar 23, 1995

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Subscribed and sworn to before me this 1st day of  
November, 1994 by Joseph J. Sum as Vice President and Mark S. Nichter  
as Secretary of Continental Materials Corporation, a Delaware  
Corporation.

Witness my hand and official seal.



Quinn Marie Bruckner  
Notary Public  
Address 206 W. Wacker Drive  
Chicago, IL 60606

My commission expires:  
\_\_\_\_\_

*Ann*

Covering the Land in the State of Colorado, County of El Paso  
Described as:

That portion of the S $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 2,  
Township 13 South, Range 66 West of the 6th P.M., more fully  
described as follows:  
COMMENCING at the southwest corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of  
said Section 2, being a point in the approximate centerline  
of Bradley Road;  
thence Easterly along the South line of said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$   
of Section 2 a distance of 524.77 feet for the TRUE POINT OF  
BEGINNING of tract to be hereby described;  
thence continue Easterly on same course along the said South  
line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  a distance of 327.98 feet;  
thence angle left 90°15' and run Northerly 664.07 feet to a  
point on the North line of the S $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of  
Section 2;  
thence angle left 89°45' and run Westerly along the said North  
line of the S $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 2 a distance  
of 327.98 feet;  
thence angle left 90°15' and run Southerly 664.07 feet to the  
TRUE POINT OF BEGINNING,  
EXCEPT the Southerly 30 feet thereof,  
TOGETHER WITH a non-exclusive right of way and easement over  
and across the Northerly 20 feet of that portion of the S $\frac{1}{4}$  of  
the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 2 lying Westerly of the above  
described property, said easement and right of way to be for the  
purpose of conveying water by ditch or other means to and for  
the benefit of the above described property.

EXHIBIT 1

*Amor*  
2/1/10

25x10

094158170

94158179

201012 PM 3:43

BOOK PAGE  
6566 1269

ARDIS W. SCHMITT  
COUNTY CLERK & RECORDER

LEASE AGREEMENT

THIS AGREEMENT is entered into this 26<sup>th</sup> day of Oct, 1994, by and between Continental Materials Corporation, a Delaware Corporation (hereinafter "LANDLORD") AND Richard E. Cannon and Alice J. Cannon (hereinafter "TENANT"). 30<sup>th</sup>

RECITALS

LANDLORD and TENANT entered into a lease agreement for the premises identified herein on October 26, 1984, and said agreement will expire shortly. LANDLORD and TENANT wish to enter into a new agreement, on the following terms and conditions.

TERMS AND CONDITIONS

1. PREMISES. The real property leased under this agreement is located in El Paso County, Colorado, exclusive of the 1978 Kit Mobile Home located thereon, as more particularly described on the attached Exhibit "1", (hereinafter "premises" or "the property") upon the terms and conditions identified herein.
2. TERM. This lease shall commence on the 1st day of November, 1994, and shall and shall be automatically renewed annually, unless earlier terminated as provided herein.
3. TERMINATION. The parties may terminate this lease at any time on such terms as may be mutually agreed upon. The LANDLORD may terminate this agreement if the TENANT fails to perform any of the terms of this lease or if the TENANT, or one of them, or a member of their family, no longer maintain as the premises as their legal residence, or if the dwelling unit is removed from the premises without replacement satisfactory to LANDLORD within sixty (60) days. Should the dwelling unit be destroyed or rendered uninhabitable through no act or fault of TENANT, either by fire, act of God or otherwise, then this lease may be terminated by TENANT at TENANT'S option upon written notice tendered with ten (10) days of the act or event which destroys or renders the dwelling unit uninhabitable. The TENANT may also terminate this lease without cause by giving the LANDLORD ten (10) days prior written notice. The LANDLORD may also terminate this lease without cause by giving the TENANT one (1) year's prior written notice, which means the lease would then terminate one year from the date of the written notice.
4. RENT. The TENANT agrees to pay the LANDLORD as rent for the demised premises the total annual sum of \$2,880.00 which sum shall be payable in equal monthly installments of \$240.00 due on the first day of each and every month throughout the term of the lease. The rental payments shall be mailed or otherwise delivered at the address given herein with the first payment due November 1, 1994. In addition, TENANT shall tender with each monthly lease payment 1/12th of the real property taxes due on the property, based on the most recent assessment, as provided herein.

5. TAXES. The TENANT shall tender to LANDLORD, at the same time the monthly rent payment is due, a monthly payment which equals 1/12 of the real property taxes due on the property, based on the most recent assessment. Currently, real estate taxes on the property are \$816.00 per year, meaning TENANT must initially pay to LANDLORD, in addition to the rent identified herein, an additional \$68.00 per month (1/12th of \$816.00). LANDLORD will notify TENANT within ten (10) days of receipt of a new tax assessment on the property, and what the new monthly tax payment will be, and TENANT shall begin making the new property tax payment when the next rent payment is due.

6. INSURANCE. The TENANT shall keep adequate liability, casualty and contents insurance on the dwelling and TENANT'S other personal property and shall provide satisfactory evidence to LANDLORD of compliance with this provision upon request and shall indemnify the LANDLORD from any consequences for TENANT'S failure to do so.

7. CONDITION OF PREMISES. The TENANT hereby acknowledges that the TENANT has received the above described premises, and the personal property located therein as hereinabove described, if any, in good order and repair, and will, at the expiration of the term of this lease, surrender and deliver up possession of said premises in as good order and repair as the same are at this date, ordinary wear and tear excepted. The TENANT further agrees to maintain the premises in a clean and sanitary condition, and in order to guarantee to the LANDLORD the surrender of said premises in as good order and repair, the TENANT hereby deposits with the LANDLORD the sum of \$10.00 as a security deposit to be returned to the TENANT at the expiration of the term of this lease if the possession of said premises be delivered to the LANDLORD in such condition. The LANDLORD shall be the sole judge as to whether said premises are in good order and repair at the expiration of the term of this lease.

8. MAINTENANCE. The TENANT shall be responsible for the maintenance of the premises throughout the term of the lease. No repairs, alterations or additions in excess of \$1,000.00 to the improvements upon the premises, which could become the subject of a mechanic's lien upon the real estate, or which would materially affect the real estate shall be made by the TENANT without having first received written consent of the LANDLORD.

9. ASSIGNMENT. This lease may not be assigned by the TENANT. No portion of the leased premises may be sublet.

10. ENTRY OF PREMISES. The LANDLORD may enter on the premises at all reasonable times during the term of this lease.

11. MINING OR ACCESS USES. The LANDLORD may use or create access roads upon the westerly 60 feet and the northerly 40 feet of the leased premises as may be necessary for its adjacent sand and gravel extraction operation known as Daniels Sand Pit No. 2, provided such roadway shall be so treated as to minimize any dust problem of TENANT therefrom during any such use.

12. **DEFAULT.** The TENANT promise and agrees that if default be made in the payment of rents or in the performance of any other conditions under this lease, that this lease may be forthwith terminated at the election of the LANDLORD and the TENANT will immediately surrender and deliver up possession of the leased premises to the LANDLORD upon receiving written notice from the LANDLORD stating breach of conditions of this lease and the election of the LANDLORD to so terminate the lease. In the event that it shall become necessary for the LANDLORD to employ an attorney to enforce any of the provisions hereof or to enforce the collection of any rents due under the term of this lease, the LANDLORD shall be entitled to recover from the TENANT all Court costs incurred in maintaining such action, together with a reasonable attorney's fee. In the event of such termination, it is understood and agreed that any advance rental payments and the security deposit herein made shall be retained by the LANDLORD as liquidated damages for the breach of this agreement, in addition to other legal remedies which the LANDLORD may have for such breach.

13. **NO WAIVER.** The failure of the LANDLORD to insist in any one or more instances, upon a strict compliance of any of the obligations, covenants and agreements herein contained or the failure of the LANDLORD in any one or more instances to exercise any option, privilege right herein contained shall in no wise be construed to constitute a waiver or relinquishment or release of such obligation, covenant or agreement, and no forbearance by the LANDLORD of any default hereunder shall in any manner be construed as constituting a waiver of such default by the LANDLORD.

14. **NO REPRESENTATIONS REGARDING PROPERTY USAGE.** LANDLORD makes no representations regarding what uses TENANT may make of the property, including, but not limited to, whether or not TENANT can keep horses or other livestock on the property. TENANT understands that it is their responsibility to verify whether their use of the property is compatible with zoning laws and agrees to save, indemnify and hold harmless LANDLORD from any fines or damages which may be assessed as the result of TENANT's use of the property which does not conform with laws and regulations now in existence or subsequently enacted during the term of this lease.

15. **NOTICES.** Any written notice called for by the terms of this lease shall be mailed to the respective parties at their addresses given below or such other addresses as may be given in writing:

RICHARD E. CANNON	CONTINENTAL MATERIALS CORPORATION
ALICE J. CANNON	225 West Wacker Drive, Suite 1800
4250 Bradley Road	Chicago, Illinois 60606-1229
Colo. Sprgs., CO 80911	

with a copy to: TRANSIT MIX CONCRETE COMPANY  
Attention: Carl C. Herskind, President  
P. O. Box 1030  
Colorado Springs, CO 80901



Witness my hand and official seal.

*[Handwritten Signature]*  
Notary Public

Address  
SNT FEDERAL CREDIT UNION  
835 NORTH MURRAY BLVD.  
P. O. BOX 15819  
COLORADO SPRINGS, CO 80935-5819

My commission expires:  
My Commission Expires Aug 30, 1996  
S. Paso County, CO



STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Subscribed and sworn to before me this 1st day of  
November, 1994 by Joseph J. Sam as Vice President and Mark S. Richter  
as Secretary of Continental Materials Corporation, a Delaware  
Corporation.

Witness my hand and official seal.

" OFFICIAL SEAL -  
Announcing Bookkeeper  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/27/96

*[Handwritten Signature]*  
Notary Public  
Address 225 W. Wacker Drive  
Chicago, IL 60606

My commission expires:

LEGAL DESCRIPTION: 4250 BRADLEY ROAD  
COLORADO SPRINGS, COLORADO 80911

That portion of the South half of the Northeast quarter of the Southwest quarter of Section 2 in Township 15 South, Range 66 West of the 6th P.M. in El Paso County, Colorado, described as follows:

Commencing at the Southwest corner of the Northeast quarter of the Southwest quarter of said Section 2; thence Easterly on the South line of said Northeast quarter of the Southwest quarter 852.75 feet for the true point of beginning of the tract to be described hereby; thence angle left 90° 15' Northerly 664.07 feet to intersect the North line of the South half of the Northeast quarter of the Southwest quarter of said Section 2; thence angle right 90° 15' on said North line 316.07 feet to a point 150.0 feet Westerly thereon from the Northeast corner of the South half of the Northeast quarter of said Southwest quarter; thence angle right 89° 45' Southerly 300 feet; thence angle left 89° 45' Easterly 130 feet to intersect the East line of the South half of the Northeast quarter of the Southwest quarter of said Section 2; thence angle right 89° 45' Southerly on said East line 364.07 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 2; thence angle right 90° 15' Westerly on the South line of the Northeast quarter of the Southwest quarter of said Section 2 a distance of 466.07 feet to the point of beginning, except the Southerly 30 feet thereof.

Together with a non-exclusive right of way and easement over and across the Northerly 20 feet of that portion of the South half of the Northeast quarter of the Southwest quarter of said Section 2 lying Westerly of the above described property, said easement and right of way to be for the purpose of conveying water by ditch or other means to and for the benefit of the above described property.

in El Paso County, Colorado. (6.07 acres more or less.)

EXHIBIT 1