



**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: Luke Bernhardt

Mailing Address: 401 E 3rd St., Salida, CO 81201

Telephone Number: 970-567-3653 Facsimile Number: \_\_\_\_\_

Email Address: luke@piersonconcrete.com

b. Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

c. Consulting Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. The proposed plat title is Lots 104 and 105, Acres of Ireland, Filing 2

3. The total number of properties involved prior to this application are 1

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

5. Ratification:

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

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

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

b. This property is located in the \_\_\_\_\_ Zone District.

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

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

8. A submittal fee of \$ 600 is attached to this application (Check # 1095  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  Date 10/23/23

b. Property "b" Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

**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 / VILL) Deeds (BLA)
- Plat/Map w/ Improvements or Improvement statement
- Utility / Easement Notifications (certified mail receipts)
- Closure sheets for each lot
- Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

DOC FEE: \$37.00

**WARRANTY DEED**

**THIS DEED** is dated **September 4, 2020**, and is made between **Bonnie M. Andermatt-Pfeil** (whether one, or more than one), the "Grantor", whose mailing address is **236 Boreen Way, Howard, Colorado 81233**, and **Luke C. Bernhardt** (whether one, or more than one), the "Grantee," whose mailing address is **236 Boreen Way, Howard, Colorado 81233**.

**WITNESS**, that the Grantor, for and in consideration of the sum of **THREE HUNDRED SEVENTY THOUSAND AND NO/100 Dollars (\$370,000.00)**, 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 Fremont and State of Colorado, described as follows:

**Lots 104 and 105, Acres of Ireland Filing No. 2, County of Fremont, State of Colorado**

also known by street address as: **236 Boreen Way, Howard, CO 81233**

**Together with, without any warranty or representation whatsoever, any water, or rights or claims to water or water rights, or ditch or ditch rights (if any) associated with, appurtenant to, or used in connection with, the Property.**

and assessor's schedule or parcel no.: **78018559**

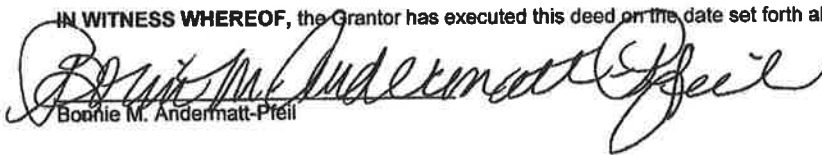
with all appurtenances.

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantees and the Grantees' 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 Grantees, and the Grantees' 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 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 so ever, except taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

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

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

  
Bonnie M. Andermatt-Pfeil

STATE OF COLORADO

ss.


COUNTY OF CHAFFEE

The foregoing instrument was acknowledged, subscribed and sworn to before me this the 31st of August, 2020, by Bonnie M. Andermatt-Pfeil.

  
Notary Public

My Commission Expires: \_\_\_\_\_

JENNIFER S. LEIGHTON SCANGA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20004024197  
COMMISSION EXPIRES SEP. 13, 2020

 <b>First American Title</b> <sup>TM</sup>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

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

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

**First American Title Insurance Company**



Kenneth D. DeGiorgio, President



Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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AMERICAN  
LAND TITLE  
ASSOCIATION



- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Central Colorado Title and Escrow

ALTA® Universal ID: 1076574

Issuing Office File Number: 23-22438

Property Address: 236 Boreen Way, Howard, CO 81233

Issuing Office: 129 East Rainbow Boulevard, Salida, CO 81201

Loan ID Number.:

Revision No.:

### SCHEDULE A

1. Commitment Date: 09/27/2023 at 7:00 AM

2. Policy (or Policies) to be issued:

(a) ALTA Owner's Policy (6-17-06)

Standard Coverage

Extended Coverage

Proposed Insured: **TBD TBD**

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Luke C. Bernhardt

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

### FIRST AMERICAN TITLE INSURANCE COMPANY

By:

\_\_\_\_\_  
**Authorized Signatory**


Brett Eakins, License #: 107902  
Central Colorado Title and Escrow  
**Issuing Agent**

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	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

File No.: 23-22438

**SCHEDULE B, PART I**

**Requirements**


All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
7. Upon receipt of fully executed purchase contract, fill title commitment order, and/or closing instructions concerning subject property, the company reserves the right to set forth additional requirements and/or exceptions as may be necessary based on the specific terms of the contemplated transaction.

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	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

File No.:23-22438

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any facts, rights, interest, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any water rights, claims of title to water, in, on or under the Land.
8. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.

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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 Courts 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 issued December 20, 1884 and recorded July 25, 1895 in [Book 54 at Page 184](#).
10. All minerals, gas and oil as reserved in Deeds recorded in [Book 325 at Page 476](#).
11. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded May 24, 1977 in [Book 596 at Page 473](#) . Provisions regarding race, color, creed and national origin, if any, are deleted. Decree and order recorded September 1, 1989 in [Book 926 at Page 66](#).
12. Dedications, covenants, easements, notes and reservations as set forth on the Plat of Acres of Ireland Filing No. 2 recorded February 3, 1977 as [Reception No. 426341](#).
13. Terms of Water Decree recorded in [Book 597 at Page 458 \(Reception No. 429946\)](#).
14. Terms and conditions of Affidavit of Real Property for a Manufactured Home recorded August 26, 2020 as [Reception No. 989787](#).
15. Deed of Trust from Luke C. Bernhardt for the use of High Country Bank to secure \$296,000.00 recorded September 8, 2020 as Reception No. 990277.

NOTE: Assignment of said Deed of Trust recorded September 8, 2020 as Reception No. 990330.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

File No.: 23-22438

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

Lots 104 and 105, Acres of Ireland Filing No. 2,  
County of Fremont, State of Colorado

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## Privacy Notice

**Notice Last Updated:** December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.



## DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

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

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

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**



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

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

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

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

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

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





## DISCLOSURE STATEMENT

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

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

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- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

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

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**



- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. The Company must receive payment of the appropriate premium.**
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

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

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

# IMPROVEMENT SURVEY PLAT

## LOTS 104 AND 105, ACRES OF IRELAND, FILING 2

### COUNTY OF FREMONT, STATE OF COLORADO

### LOCATED IN THE NE 1/4 OF SECTION 25, TOWNSHIP 48 NORTH,

### RANGE 10 EAST OF THE NEW MEXICO P.M.

#### (236 BOREEN WAY)

**LEGAL DESCRIPTION:**

LOT 104, ACRES OF IRELAND, PLATS 2, COUNTY OF FREMONT, STATE OF COLORADO.  
 LOT 105, ACRES OF IRELAND, PLATS 2, COUNTY OF FREMONT, STATE OF COLORADO.

**SURVEYOR'S NOTICE:**

1) SURVEY DATE: OCTOBER 9, 2023

2) BEARING AND DISTANCE INFORMATION FOR THE NE 1/4 OF SECTION 25, TOWNSHIP 48 NORTH, RANGE 10 EAST OF THE NEW MEXICO P.M. IS BASED ON THE PLAT OF THE BOREEN WAY, PLAT 2, COUNTY OF FREMONT, STATE OF COLORADO, FILED FOR RECORD IN PLAT 2, COUNTY OF FREMONT, STATE OF COLORADO, ON 08/16/2023.

3) LOCAL UNITS: 1/8 SURVEY FOOT.

4) LOT AREA: LOT 104 = 2.426 ACRES, LOT 105 = 2.392 ACRES.

5) STREET ADDRESS: 236 BOREEN WAY, HIGHLAND, COLORADO.

6) UTILITIES ARE SHOWN APPROXIMATELY AND SHOULD BE FIELD VERIFIED PRIOR TO DEVIATION. ADDITIONAL UTILITY EGRESSMENTS BY AN OWNER OR ACQUIRED BY THE SUBJECT PROPERTY, ONLY RECORDED ON PLATTED EGRESSMENTS ARE SHOWN.

7) THIS SURVEY DOES NOT CONSTITUTE A TITLE OPINION OR WARRANTY BY CENTRAL ROCKIES LAND SURVEYING. ALL OWNERSHIP, EASEMENTS AND PUBLIC RECORD INFORMATION WAS BASED ON THE PLAT OF ACRES OF IRELAND, PLATS 2, AND INDEPENDENT RESEARCH.

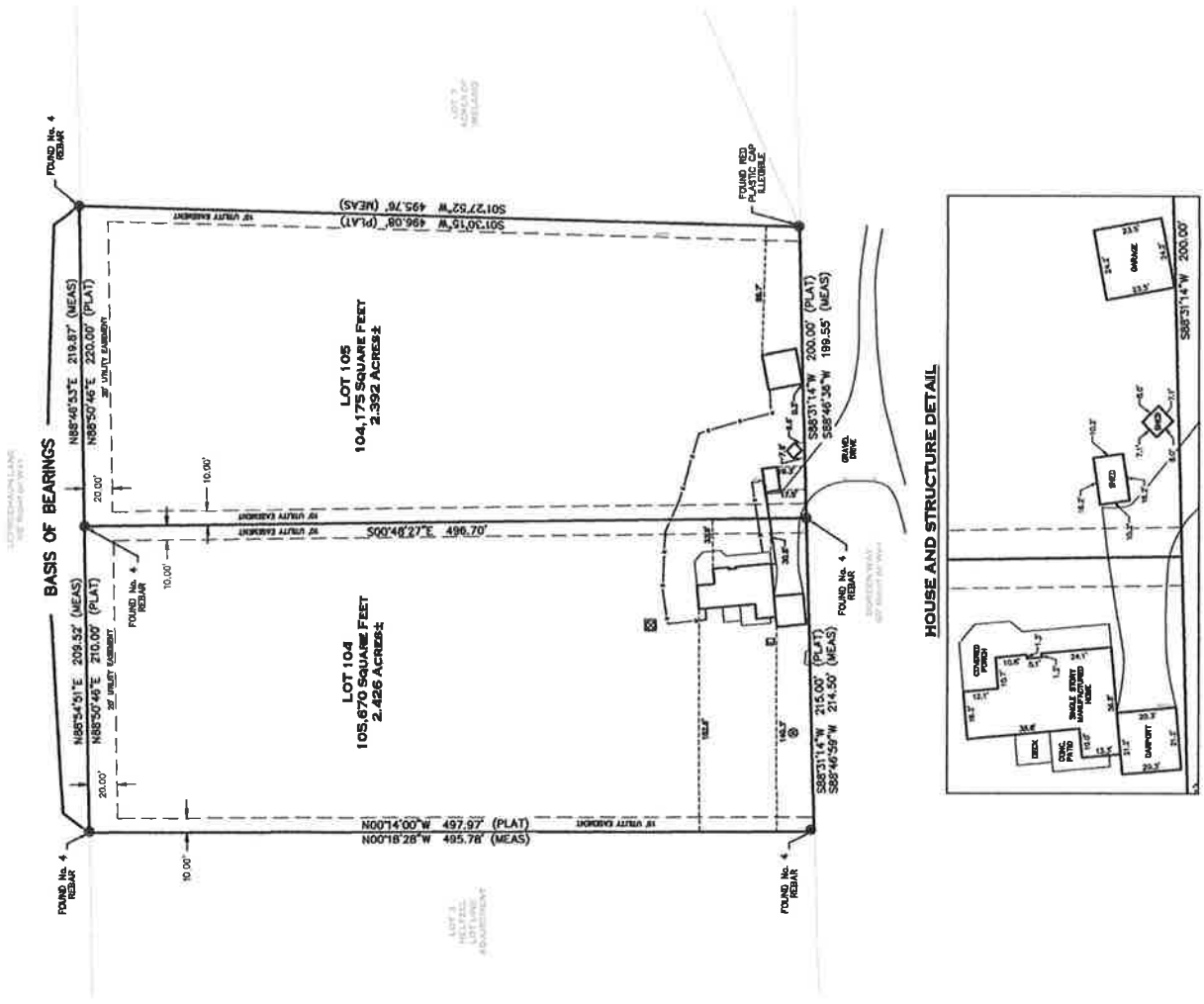
8) NOTES: 1) CENTRAL ROCKIES LAND SURVEYING LICENSED TO PRACTICE IN THE STATE OF COLORADO. DO NOT RELY ON ANY OTHER CERTIFICATION THAT THIS PLAT WAS CREATED BY AN UNLICENSED SURVEYOR OR THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY PERFORMED BY AN UNLICENSED SURVEYOR. 2) THIS SURVEY IS SUBJECT TO ANY DEFECTS IN THE SURVEY WITHIN THREE YEARS AFTER THE DATE OF CERTIFICATION SHOWN HEREON.

DOUGLAS DEAN, PLS 23623  
 COLORADO PROFESSIONAL LAND SURVEYOR

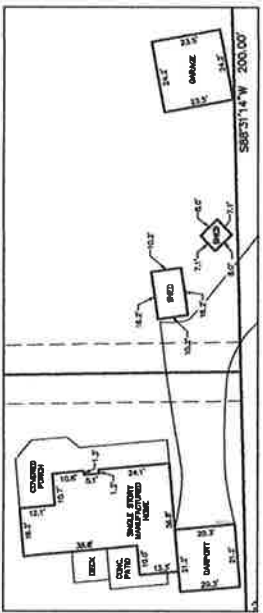


**LEGEND**

- FOUND MONUMENT AS DESCRIBED
- ⊙ WELL
- ⊕ ELECTRIC METER
- ⊖ ELECTRIC TRANSFORMER
- ⊞ LIQUID PROPANE TANK
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- WIRE FENCE
- - - UTILITY EGRESSMENT
- ▭ BUILDING FOOT



**HOUSE AND STRUCTURE DETAIL**

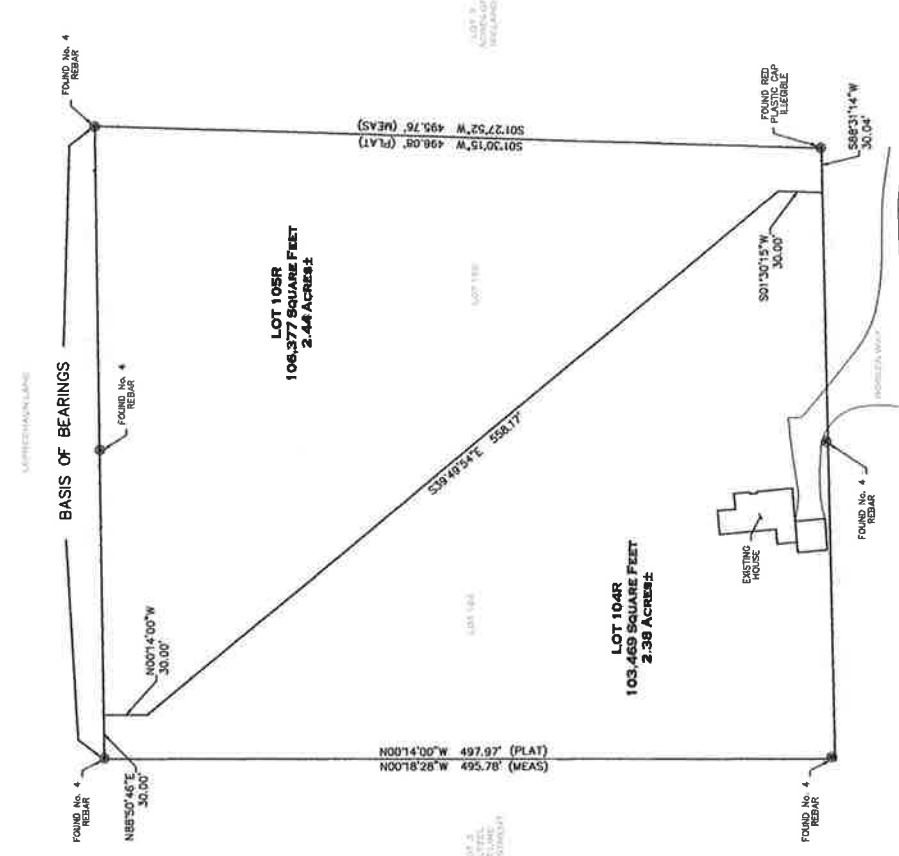
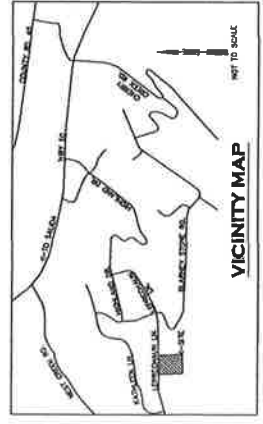


**CENTRAL ROCKIES**  
**LAND SURVEYING, LLC**  
 7405 HWY 50 W, SUITE 130  
 SALIDA, COLORADO 81201  
 719-850-1802

**DRAWN BY: RME**  
**DATE: 10/16/2023**  
**JOB NAME: LOTS 104&105 IRISH ACRES P2 ISF**  
**JOB NO. 23-028**

PRELIMINARY

**BERNHARDT LOT LINE ADJUSTMENT**  
**A LOT LINE ADJUSTMENT OF LOTS 104 AND 105, ACRES OF IRELAND, FILING 2**  
**COUNTY OF FREMONT, STATE OF COLORADO**  
**LOCATED IN THE NE 1/4 OF SECTION 25, TOWNSHIP 48 NORTH,**  
**RANGE 10 EAST OF THE NEW MEXICO P.M.**  
**(236 BOREN WAY)**



**WARRANTY STATEMENT:**  
 Examination for public purposes, including utilities, was conducted on the plat, with the usual responsibility. The survey was made from natural monuments and from the original plat and shown thereon. There will be a 20' minimum closure of existing utilities (if on both sides of easements) shall remain valid and be located, located, located, or otherwise, maintenance of public to remain the responsibility of the owner of water rights.

**REMARKS:**  
 1) All information as indicated herein is in compliance with Article 81 of Title 38, C.R.S., as the plat and shown thereon.  
 2) Lot Lines: 1/8 Borens Way  
 3) Lot 105R: 2.44 Acres, 106,377 Square Feet  
 4) Lot 104R: 2.38 Acres, 103,469 Square Feet  
 5) Address for Lot 105R: 236 Borens Way, Niwot, CO 80503  
 6) Address for Lot 104R: 236 Borens Way, Niwot, CO 80503  
 7) Lot 105R: 106,377 Square Feet  
 8) Lot 104R: 103,469 Square Feet  
 9) This survey was not conducted in accordance with the provisions of the Colorado Surveyors Act, and public record information was based on the plat of The Acres of Ireland, Filing 2.

**ADDITIONAL NOTES:**  
 1) Survey Date: April 24, 2022.  
 2) All utility lines located and shown.  
 3) There is an easement plat over the south line of Lot 104 & 105. The recipient Plat of Acres of Ireland, Filing 2, is hereby incorporated by reference into this plat. The area of the easement is 2.387147 acres. This area is subject to the Easement Plat of Acres of Ireland, Filing 2.  
 4) Due to the above mentioned over the area Lots 104 & 105 has been filed the area stated on the original plat.

**REMARKS GENERATE:**  
 I, \_\_\_\_\_, being a Professional Land Surveyor in the State of Colorado, do hereby certify that this plat and shown thereon is a true and accurate representation of the land and its boundaries as shown thereon, and that I am a duly licensed and qualified professional land surveyor in the State of Colorado. This is a warranty, or a guarantee of accuracy, or a guarantee of any kind, expressed or implied.

**NOTICE:** It is hereby certified that the plat and shown thereon is a true and accurate representation of the land and its boundaries as shown thereon, and that I am a duly licensed and qualified professional land surveyor in the State of Colorado. This is a warranty, or a guarantee of accuracy, or a guarantee of any kind, expressed or implied.

**NOTICE:** It is hereby certified that the plat and shown thereon is a true and accurate representation of the land and its boundaries as shown thereon, and that I am a duly licensed and qualified professional land surveyor in the State of Colorado. This is a warranty, or a guarantee of accuracy, or a guarantee of any kind, expressed or implied.

**CERTIFICATE OF INDENTATION AND CORRECTION**  
 I, \_\_\_\_\_, being a duly licensed and qualified professional land surveyor in the State of Colorado, do hereby certify that this plat and shown thereon is a true and accurate representation of the land and its boundaries as shown thereon, and that I am a duly licensed and qualified professional land surveyor in the State of Colorado. This is a warranty, or a guarantee of accuracy, or a guarantee of any kind, expressed or implied.

**STATE OF COLORADO**  
 COUNTY OF \_\_\_\_\_  
 I, \_\_\_\_\_, being a duly licensed and qualified professional land surveyor in the State of Colorado, do hereby certify that this plat and shown thereon is a true and accurate representation of the land and its boundaries as shown thereon, and that I am a duly licensed and qualified professional land surveyor in the State of Colorado. This is a warranty, or a guarantee of accuracy, or a guarantee of any kind, expressed or implied.

**CLIENT AND RECORDING INFORMATION:**  
 I hereby certify that this plat was filed in my office on the \_\_\_\_ day of \_\_\_\_\_, 2022 under  
 Reception No. \_\_\_\_\_  
 and that it is a true and accurate representation of the land and its boundaries as shown thereon, and that I am a duly licensed and qualified professional land surveyor in the State of Colorado. This is a warranty, or a guarantee of accuracy, or a guarantee of any kind, expressed or implied.

**DRAWN BY: RME**  
**DATE: 05/23/2023**  
**JOB NAME: LOTS 104&105 IRELAND ACRES F2 LLA**  
**JOB No. 23-028**

**CENTRAL ROCKIES**  
**LAND SURVEYING, LLC**  
**7405 HWY 50 W, SUITE 130**  
**SALIDA, COLORADO 81201**  
**719-850-1802**

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT  
OF RECORD NOTIFICATION LETTER**

TO: Sangre de Cristo Electric Association  
FROM: Lutie Bernhardt  
Name of Subject Property Owner / Applicant  
DATE: 9/26/23  
Reference: 236 Boreen Way Lot Line Adjustment  
Project Name

This is to inform you that the Subject Property Owner, listed above, has made an application for the action as marked below with the Fremont County Department of Planning and Zoning (Department):

- Minor Subdivision     - Preliminary Plan     - Vacation of a Public R-O-W  
 - Vacation of Interior Lot Line & Utility / Drainage Easement  
 - Lot Line Adjustment     - Boundary Line Adjustment

The subject property, as referenced above is located at 236 Boreen Way, Howard, CO  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: Lots 104 & 105, Acres of Ireland, Filing 2  
NE 1/4 of Section 25, Township 48N, Range 10 E, East of N.M.P.M.  
 Check here if legal description is attached as Exhibit B.

A copy of the proposed subdivision and or re-plat drawing has been enclosed with this mailing.

Minor Subdivision, Preliminary Plan and Vacation of Public R-O-W applications are always first heard by the Fremont County Planning Commission (Commission) and then the Fremont County Board of County Commissioners (Board). Normally Vacation of Interior Lot Line, Lot Line Adjustment and Boundary Line Adjustment applications are administrative reviews and only reviewed by the Department.

If you would like to attend either the Commission or Board meeting, please contact the Department of Planning and Zoning for the date and time of meetings:

Telephone 719-276-7360    Email: [planning@fremontco.com](mailto:planning@fremontco.com)

These meetings are held in room LL3 (lower level Board Meeting Room) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (representative documentation may be required) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, facsimile (719) 276-7374 or by email at [planning@fremontco.com](mailto:planning@fremontco.com) to schedule an appointment to review the application. For further reference regarding the governing regulations:

the Fremont County Zoning Resolution may be viewed on the Internet at  
<http://www.fremontco.com/planningandzoning/zoningresolution.shtml>  
and the Fremont County Subdivision Regulations may be viewed on the Internet at  
<http://www.fremontco.com/planningandzoning/subdivisionregulations.shtml>

The Department, Commission and Board would welcome your comments regarding this application and will include written comment, on or accompanied by this form, in the Commission or Board's review packet if received by the Department with enough time to include prior to finalization of the review packets. Please complete the following information with any written comments or can be used as the "sign in" sheet at a meeting that you intend to attend and provide oral comments. Only written comments can be accepted by the Department for administrative reviews and must be received by the Department within ten (10) days of your acknowledged receipt of this notification.

Failure to provide written comment prior to the meeting, written comment at the meeting or oral comment at the meeting at which the application is to be heard or written comment on administratively reviewed applications will result in the Department, Commission and Board assuming that you have no comments with regard to the submitted application.

Entity Name: SACEA Name of contact person: Len Gates  
Title: Engineering Super Telephone: 719-395-4581 Email: gates@myelectric.coop  
Mailing Address: 29780 US Hwy 24 N. Buena Vista CO 81211  
Street Address City State Zip

Does your entity currently service the subject property?  Yes ---  No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?  
 Yes ---  No Please explain \_\_\_\_\_

Our entity has the following comments and or recommendations regarding the proposed action: \_\_\_\_\_

Len Gates  
Signature of Authorized Entity Representative

9/28/23  
Date

# Closure Report: Bernhardt Lot Line Adjustment

A Lot Line Adjustment of Lots 104 and 105, Acres of Ireland, Filing 2, County of Fremont, State of Colorado, Located in the NE 1/4 of Section 25, Township 48 North, Range 10 East of the New Mexico P.M. (236 Boreen Way)

## Parcel: 104R

North: 2071.8074' East: 5399.8726

Segment #1 : Line

Course: S88° 31' 14.00"W Length: 384.959'

North: 2061.8684' East: 5015.0419'

Segment #2 : Line

Course: N00° 13' 59.99"W Length: 497.969'

North: 2559.8333' East: 5013.0140'

Segment #3 : Line

Course: N88° 50' 46.00"E Length: 30.004'

North: 2560.4375' East: 5043.0119'

Segment #4 : Line

Course: S00° 14' 00.00"E Length: 30.004'

North: 2530.4338' East: 5043.1341'

Segment #5 : Line

Course: S39° 49' 53.58"E Length: 558.170'

North: 2101.7978' East: 5400.6603'

Segment #6 : Line

Course: S01° 30' 15.00"W Length: 30.000'

North: 2071.8081' East: 5399.8728'

Perimeter: 1531.106' Area: 103468.96 Sq. Ft.

Error Closure: 0.0007 Course: N11° 34' 23.38"E

Error North: 0.00067 East: 0.00014

Precision 1: 2187294.286

### Parcel: 105R

North: 2602.3060' East: 6305.2048'

Segment #1 : Line

Course: N88° 50' 46.00"E Length: 399.995'

North: 2610.3611' East: 6705.1187'

Segment #2 : Line

Course: S01° 30' 15.00"W Length: 496.080'

North: 2114.4520' East: 6692.0968'

Segment #3 : Line

Course: S88° 31' 14.00"W Length: 30.041'

North: 2113.6764' East: 6662.0658'

Segment #4 : Line

Course: N01° 30' 15.00"E Length: 30.000'

North: 2143.6661' East: 6662.8533'



Segment #5 : Line

Course: N39° 49' 53.58"W Length: 558.170'

North: 2572.3021' East: 6305.3271'

Segment #6 : Line

Course: N00° 14' 00.00"W Length: 30.004'

North: 2602.3058' East: 6305.2050'

Perimeter: 1544.290' Area: 106377.20 Sq. Ft.

Error Closure: 0.0003 Course: S35° 31' 15.69"E

Error North: -0.00023 East: 0.00016

Precision 1: 5147633.333

## Parcel: Exterior Platted Boundary for Lots 104 & 105

North: 2617.2890' East: 7632.1638'

Segment #1 : Line

Course: N88° 50' 46.00"E Length: 209.999'

North: 2621.5179' East: 7842.1202'

Segment #2 : Line

Course: N88° 50' 46.00"E Length: 220.000'

North: 2625.9482' East: 8062.0756'

Segment #3 : Line

Course: S01° 30' 15.00"W Length: 496.080'

North: 2130.0392' East: 8049.0536'

Segment #4 : Line

Course: S88° 31' 14.00"W Length: 200.000'

North: 2124.8755' East: 7849.1203'

Segment #5 : Line

Course: S88° 31' 14.00"W Length: 215.000'

North: 2119.3246' East: 7634.1920'

Segment #6 : Line

Course: N00° 13' 59.99"W Length: 497.969'

North: 2617.2895' East: 7632.1641'

Perimeter: 1839.047' Area: 209846.16 Sq. Ft.

Error Closure: 0.0005 Course: N33° 59' 01.29"E

Error North: 0.00045 East: 0.00030

Precision 1: 3678096.000



**FREMONT COUNTY'S  
COLORADO DIVISION OF WATER RESOURCES  
INFORMATION FORM FOR  
SPECIAL USE, ZONING, AND OTHER LAND USE ACTIONS**

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR Information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 8 would be marked - Exhibit CDWR-8.1, the fifth attached document supporting the narrative provided for application item 8 would be marked - Exhibit CDWR-8.5*). Exhibit numbers should be placed in the lower right hand area of the exhibit.

1. Name of proposed project: 236 Boreen Way Lot Line Adjustment
2. Provide a map of proposed improvements with an identified location that includes a quarter-quarter, section, township, range and principle meridian (PLSS).
3. Legal description of subject property: Lots 104 and 105, Acres of Ireland, Filing 2 NE 1/4 Section 2S, Township 48N, Range 10E, East of N.M.P.M
4. What is the size of the existing parcel? 5  Acres ---  Square feet
5. What are the proposed uses of the subject property?  
 Residential Only  
 Commercial  
 Commercial and Residential
6. What are the current uses of water on this parcel?
  - a. Are there any established uses that require water?  Yes ---  No
  - b. Number of existing homes: 1

If one or more, date this use was established: 5/19/1981

c. Home lawn / garden irrigation:  Yes ---  No

If yes, amount: \_\_\_\_\_  Acres ---  Square feet

Date this use was established: \_\_\_\_\_

d. Livestock watering:  Yes ---  No

If yes, commercial or non-commercial livestock? (Circle one)

If yes, date this use was established: \_\_\_\_\_

e. Other uses: household use only

Dates established: \_\_\_\_\_

7. What will be the proposed uses of water for this parcel?

a. Number of proposed homes (including the home above if it will remain): 2

b. Lawn / garden watering, amount: 0  Acres ---  Square feet

c. Livestock watering:  Yes ---  No

If yes, commercial or non-commercial livestock? (Circle one)

d. Number of Employees per day: \_\_\_\_\_ Number of days open per year: \_\_\_\_\_

e. Number of Customers per day: \_\_\_\_\_ Number of days open per year: \_\_\_\_\_

f. Bed / Breakfast Customers per day: \_\_\_\_\_ Number of days open per year: \_\_\_\_\_

g. Describe other water needs: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Source of water for the uses described above: (If more than one source is utilized for parcel, describe which sources will supply which proposed uses)

\_\_\_\_\_  
\_\_\_\_\_

a. Is Municipal water available to parcel:  Yes ---  No

b. Is water available to parcel from an independent water district?  Yes ---  No

c. Are the uses described above proposed to be provided water by a municipality?

Yes --  No

Name of provider: \_\_\_\_\_

- d. Is water hauled:  Yes ---  No
- e. Is there an existing permitted well?:  Yes ---  No  
 If yes, permit number: 118908
- f. Is there a Substitute Water Supply Plan? (Substitute water supply plans provide water users a mechanism to replace out-of-priority depletions on an interim basis.)  
 Yes ---  No  
 If yes, name of plan: \_\_\_\_\_
- g. Is there an unregistered well?  Yes ---  No
- h. Is there a Surface Spring?  Yes ---  No  
 If yes, Court Adjudication Number and Spring Name: \_\_\_\_\_

9. What is the Waste Water Method?

- Municipal
- Septic with Leach Field
- Closed Vault, Waste Water hauled to: \_\_\_\_\_

By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and void.

Signing this form is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this form, provided that the same is in conformance with the Fremont County Zoning Resolution.

Luke Bernhardt [Signature] 10/24/23  
 Applicant Printed Name                      Signature                      Date

\_\_\_\_\_  
 Property Owner Printed Name                      Signature                      Date  
 (If different from applicant)