

Submittal Review/Staff Report -Minor Subdivision

Project Name: MS 24-002 Andiamo Minor Subdivision

Applicant(s): Volk Capital, LLC.

Consultant: Matt Koch- Cornerstone Land Surveying

Request: Requesting approval for a minor subdivision that will create a total of 2 lots.

Lot 1: 4.59 acres 200,021 square feet

Lot 2: 4.59 acres 199,924 square feet

The subject property is located in the Agricultural Rural Zone District, at 610 C street in Penrose.

Utility Companies that will service this minor subdivision:

Lot 1

Water – Penrose Water

Sanitation – OWTS

Electric – Black Hills

Natural Gas – Atmos

Telephone – Century Link

Cable – Spectrum

Irrigation Water – Beaver Park

Lot 2

Water – Penrose Water Irrevocable Availability Contract

Sanitation – Proposed Septic with Soil Analysis & Evaluation Report

Zoning District Development Requirements:

<u>4.4.5 DEVELOPMENT REQUIREMENTS:</u>	<u>LOT 1</u>	<u>LOT 2</u>
4.4.5.1 Minimum lot area: Four and one-half (4 ½) acres.	<i>Meets Requirement</i>	<i>Meets Requirement</i>
4.4.5.2 Maximum lot coverage: Fifteen (15) percent.	<i>1.08%</i>	<i>0%</i>
4.4.5.3 Maximum building height: Thirty-five (35) feet.	<i>Less Than</i>	<i>N/A</i>

4.4.5.4 Minimum lot width: Three hundred (300) feet.	316.60'	316.60'
4.4.5.5 Minimum setback requirements:	<i>Non-Conforming Status Approved for Dwelling & Barn on 4/18/2024</i>	<i>Vacant Lot</i>
4.4.5.5.1 Front yard: Fifty (50) feet.	<i>Dwelling 26' Barn 16'</i>	
4.4.5.5.2 Side yards: Twenty-five (25) feet for interior lot lines and fifty (50) feet for corner lot lines.	<i>Corner Lot Dwelling 31'</i>	
4.4.5.5.3 Rear yard: Fifty (50) feet.	<i>Meets requirement</i>	

Improvements:

Lot 1 -
Dwelling
Barn
2 Sheds

Lot 2 – Vacant

Subdivision Regulations Appendix 1:

Lot Standards	Lot 1	Lot 2
Front on public street	C Street	6 th Street
Corner Lots	Non-Conforming Status Approved	
Access Standards	Lot 1	Lot 2
Public Right-Of-Way Dedication	C Street	6 th Street
Street Improvements	Currently County Maintained	Currently County Maintained

Applicants Contingency Requests:

We would like to request that you please make the storm water plan and report a contingency item of approval.

Comments Received:

County Engineer: Based on the recent County Code Enforcement inspection and my observation of the site, I do not recommend approval of a drainage plan deferment request.

In part, a deferment from a drainage plan can be approved in order to minimize the economic and regulatory burden on the applicant when development of the site is uncertain in scope and timing, which is evidently not the case here.

The site has undergone development with significant amounts of material moved and material evidently imported from elsewhere and it is likely that drainage patterns and flows have changed. Prior to the subdivision the required drainage plan and report should be submitted. This will help ensure proper stormwater drainage control and protection of other landowner and right-of-way interests

Fremont County Department of Transportation: “Driveway access permits will be required for lot 2.”

Planning & Zoning Department Recommends **Approval with the following:**

1. Per subdivision Regulation of Fremont County, Colorado Section XXIII. General Requirements, A. DRAINAGE PLAN AND REPORT
 - Per the Fremont County Engineer, we recommend this requirement as a **contingency item** before the recordation of this minor subdivision.
 - If required, an executed Quit-Claim Deed with a deed restriction addressing the maintenance of any drainage facilities, easements, rights-of-way etcetera, required, such deed to be recorded at the time of recording of the plat, recording fees for the same will be the expense of the applicant, as a **contingency item**.

2. Per Subdivision Regulations of Fremont County, Colorado Section XIII E ADDITIONAL REQUIREMENTS #3.
 - Driveway access applied for and approved at the time of development of lot 2.

FREMONT COUNTY

DEPARTMENT OF PLANNING AND ZONING

615 MACON AVENUE, ROOM 210
CAÑON CITY, COLORADO 81212

Telephone (719)276-7360 / Facsimile (719) 276-7374 / Email planning@fremontco.com

Volk Capital, LLC.
447 Escalante Drive
Pueblo West, CO. 81007

Subject: NC 24-001 Andiamo
610 C Street
Penrose, CO. 81240

This letter serves to inform you that the non-conforming application has been approved. The approval is based upon the information provided in the application. Approval for the non-conforming dwelling built in 1910 due to the front set back of 25' and the side setback of 31' and the non-conforming barn built in 1965 due to the front setback of 16'.

I have attached a portion of our regulations for your records, on non-conforming buildings. If you have any questions, please contact the Department of Planning and Zoning.

5.7.5 RESTORATION: A non-conforming building may be restored whenever necessary or desirable to the use of such building or structure, but if a nonconforming building is damaged by fire or other cause and the cost of replacement of the building is greater than eighty percent (80%) of the market value of the building prior to being damaged, a future structure or use on the property shall conform to the provisions of Section 5.7. If the cost of replacement of the building is eighty percent (80%) or less than the market value of the building prior to being damaged, restoration must be started within twelve (12) months of such destruction and completed within twenty-four (24) months of initiating restoration.

5.7.7 ALTERATION OF A NON-CONFORMING BUILDING: A nonconforming building may be structurally altered, repaired, or enlarged in any way permitted by these regulations. Except as otherwise provided in this Resolution; no alterations, repairs, or enlargements shall be made in a nonconforming building that would increase the degree of non-conformity with the location and bulk regulations of this Resolution and all other applicable regulations.

FREMONT COUNTY,

Danielle Adamic
Senior Planning Coordinator

Attachments: Non-Conforming Permit

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FREMONT COUNTY COLORADO



Non-Conforming Permit

NC 24-001 ANDIAMO

610 C STREET,

PENROSE CO. 81240

Assessor's Schedule No.

69001740

Non-Conforming Status is approved for the dwelling front yard setbacks of 25' and the side yard setback of 31' and the barn front yard setback of 16'. The property legally described as Subd: BEAVER PARK(ALL FIL) TR-50 SEC 31-18-68 BEAVER PARK

Danielle Adamic

Planning & Zoning Senior Coordinator

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Cornerstone Land Surveying, LLC

1022 Phay Ave.
Canon City, CO 81212
719-276-4497 cell

re: Andiamo Sub

We would like to request that you please make the storm water plan and report a contingency item of approval.

Thank You,

Matt

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FREMONT COUNTY
Project Engineer
615 Macon Avenue, Room 203b
Canon City, Colorado 81212
Office (719) 276-7367 Cell (719) 792-9372
Email: j.bunderson@fremontco.com

March 18, 2024

Daniel Victoria, Director
Fremont County Department of Planning and Zoning
615 Macon Avenue, Room 210
Canon City, CO 81212

Subject: Andiamo Sub MS 24-002 Updated Engineering Review

Based on the recent County Code Enforcement inspection and my observation of the site, I do not recommend approval of a drainage plan deferment request.

In part, a deferment from a drainage plan can be approved in order to minimize the economic and regulatory burden on the applicant when development of the site is uncertain in scope and timing, which is evidently not the case here.

The site has undergone development with significant amounts of material moved and material evidently imported from elsewhere and it is likely that drainage patterns and flows have changed. Prior to the subdivision the required drainage plan and report should be submitted. This will help ensure proper stormwater drainage control and protection of other landowner and right-of-way interests

If you have questions or need further assistance, please don't hesitate to contact me.

Thank you.

J Bunderson

J K Bunderson
Fremont County Engineer

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Fremont County Department of Transportation

1170 Red Canyon Road • Cañon City, Colorado 81212
Phone: 719-276-7430 • Fax: 719-275-2120

3.13.2024

Fremont County Planning & Zoning
615 Macon Ave., Room 210
Cañon City, CO 81212

RE: MS 24-002 Andiamo Sub

Dear Mr. Victoria,

The FCDOT has reviewed the application and have the following comments:

- The applicant will be required to submit a driveway access permit.

Should you have any questions or need further assistance, feel free to contact us.

Sincerely,

Michael Whitt

Michael Whitt
FCDOT Director



FREMONT COUNTY BUILDING DEPARTMENT

615 MACON AVENUE, ROOM 212
CAÑON CITY, COLORADO 81212
OFFICE (719) 276-7460
FAX (719) 276-7461



TO: Planning and Zoning

ATTN: Dan Victoria, Director
Danielle Adamic, Planning Coordinator

FROM: Wyatt Sanders, Fremont County Building Official
Fremont County Environmental Health

SUBJECT: MS 24-002, Andiamo Minor Subdivision

DATE: 28 February 2024

This department has received an application MS 24-002, Andiamo Minor Subdivision located at 6th and C streets in the Penrose area of Fremont County. There are no violations against this property by this department.

Question 31 of the application; Name of provider should read OWTS. Although the soil analysis information was provided, there was no plot map attached to the exhibit. Please provide a plot / site map indicating the location of the two profile holes.



Planning and Zoning Department

615 Macon Avenue Room 210, Canon City, Colorado 81212

Telephone (719) 276-7360 / Facsimile (719) 276-7374

Email planning@fremontco.com

Inspection Checklist

Date **3/6/2024**

Project Name: **MS 24-002 Andiamo Subdivision**

Any Current Permits? Yes or No

Any Past Permits? Yes or No

Current Violation? Yes or No

Past Violations Yes or No

VISUAL OBSERVATIONS CHECK LIST

of buildings: **3**

Types: **Shed, Dwelling, Barn**

SMM on site? **Yes**

Does the site plan match site conditions? **Yes**

Structures Code/Zoning Compliant: **Yes**

Land Use Compliant: **Yes**

Notes/Concerns

At the time of this inspection there were no issues. Although they are doing major dirt work on the back part of the property.

Kyle Yarberry	3/6/24
Mike Fowler	3/6/24
Allen Zadroga	3/6/24

Joanne Kohl

From: Mildred Wintz <drwoods2@gmail.com>
Sent: Friday, February 23, 2024 10:46 AM
To: Joanne Kohl
Subject: Re: MS 24-002 Andiamo Sub

CAUTION: This sender is located outside of your organization.

Historically, I see no problems.

MW

On Thu, Feb 22, 2024 at 3:51 PM Joanne Kohl <joanne.kohl@fremontco.com> wrote:

Good afternoon,

Attached is the application for MS 24-002 Andiamo Sub for your review. Please provide any comments by March 7, 2024. If you have any questions or if we can be of further assistance, please contact our office.

Thank You,

Joanne



Joanne Kohl

Planning and Zoning Department

615 Macon Avenue Room 210

Canon City, CO 81212

Telephone (719) 276-7360

Email joanne.kohl@fremontco.com

Joanne Kohl

From: Lancaster - CDOT, Adam <adam.lancaster@state.co.us>
Sent: Friday, February 23, 2024 8:48 AM
To: Joanne Kohl
Subject: Re: MS 24-002 Andiamo Sub

CAUTION: This sender is located outside of your organization.

Joanne

We are in receipt of the above-referenced development submittal. After review of the provided documents, CDOT Staff currently has NO COMMENT pertaining to this submittal.

Thank you

On Thu, Feb 22, 2024 at 3:51 PM Joanne Kohl <joanne.kohl@fremontco.com> wrote:

Good afternoon,

Attached is the application for MS 24-002 Andiamo Sub for your review. Please provide any comments by March 7, 2024. If you have any questions or if we can be of further assistance, please contact our office.

Thank You,

Joanne



Joanne Kohl

Planning and Zoning Department

615 Macon Avenue Room 210

Canon City, CO 81212

Telephone (719) 276-7360

Email joanne.kohl@fremontco.com

Danielle Adamic

From: cjohnson@beaverparkwater.net
Sent: Thursday, April 18, 2024 3:39 PM
To: Danielle Adamic
Subject: 610 C Street Penrose CO

CAUTION: This sender is located outside of your organization.

Danielle,

Per our conversation, the Lot line at 610 C Street Penrose, CO request has changed North to South as opposed to the original request in February going East to West. Yes, we do service the property and yes we will still be able to service the property with this new change.

Thank you,

Connie Johnson
Superintendent
Beaver Park Water Inc.
209 Braodway
Penrose, Co 81240
719-371-4312

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FREMONT COUNTY MINOR SUBDIVISION APPLICATION

- 1. Project Name: ANDIAMO SUB
2. Name: VOLK CAPITAL LLC
Mailing Address: 477 S. ESCALANTE DR PUEBLO, CO
Telephone Number: 719-285-3709 Facsimile Number: 81007
Email Address:
3. Name:
Mailing Address:
Telephone Number: Facsimile Number:
Email Address:
4. Name: CORNERSTONE LAND SURV.
Mailing Address: 1022 PHAY, CANYON CITY, CO
Telephone Number: 719-275-8881 Facsimile Number:
Email Address: CSSURVEYING98@GMAIL.COM

Please read prior to completion of this application

The Minor Subdivision Application is a one (1) time exemption from the Sketch Plan, Preliminary Plan and Major Subdivision (Final Plat) procedures. The Minor Subdivision Application allows for the creation of two (2) or three (3) lots from a parent parcel. One (1) Minor Subdivision may be allowed for a lot, tract or parcel that has not been previously platted as a Minor or a Major Subdivision or any portion thereof. If the parent parcel has been previously platted or subdivided in whole or in part as a Minor Subdivision or a Major Subdivision, then all appropriate Sketch Plan, Preliminary Plan and Major Subdivision requirements shall be met rather than Minor Subdivision. In processing a Minor Subdivision all lot size and width requirements as per the Fremont County Zoning Resolution (FCZR), Zoning Maps and Appendix 1 and 2 of the Fremont County Subdivision Regulations (FCSR) regarding lot and street design shall be met.

Any application which is not complete or does not include all minimum submittal requirements will not be accepted by the Fremont County Department of Planning and Zoning (Department). Further, any application that is inadequately prepared, or is incomplete, may be subject to postponement (until an adequate submittal is provided) of placement on an agenda of the Fremont County Planning Commission (Commission).

The applicant shall provide one (1) original document, four (4) copies, and an electronic copy (either CD or flash/thumb drive) of the application and all of its attachments. After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter). The letter will state the submittal

deficiencies, Department comments and or questions about the application, which must be addressed by the applicant. In addition the letter will note the number of revised application packets that must be supplied to the Department in order to place the application on an agenda of the Commission.

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 22 would be marked - Exhibit 22.1, the fifth attached document supporting the narrative provided for application item 22 would be marked - Exhibit 22.5*).

An application fee set by the Board of County Commissioners (Board) shall accompany this application.

An additional full application fee will be charged to the applicant, as per resolution approved by the Board, if all deficiencies, as per the initial D & C Letter, are not adequately addressed or provided. Each subsequent D & C Letter, based on resubmitted items, will result in another full application fee. All such fees shall be paid along with the deficiency submittal, prior to any further review of the application.

If the application is approved by the Board with contingencies and the contingencies cannot be met within the specified time frame (*normally 6 months*), an additional fee will be charged, as per resolution approved by the Board, to the applicant for each request for extension of the contingency deadline. All such fees shall be paid along with a written request, explaining the need for extension, prior to being placed on a Board meeting agenda for consideration of the request. Extensions must be requested prior to the expiration of the specified time frame.

The Department, The Commission and/or The Board may require additional information at any time during the application process as may be deemed necessary in order to review the application adequately, to determine if the application is in compliance with all applicable regulations and make an informed decision with regard to recommendations, approval or disapproval of the application.

For specific regulatory requirements the applicant should refer to the appropriate sections of the Fremont County Subdivision Regulations (FCSR) and the Fremont County Zoning Resolution (FCZR). In addition, consideration shall be given to the Fremont County Master Plan (FCMP), as the Department will consider it in the review of Minor Subdivision applications which could result in the need for additional information from the applicant.

For further reference the Fremont County Zoning Resolution may be viewed on the Internet at

<http://www.fremontco.com/planningandzoning/zoningresolution.pdf>

and the Fremont County Subdivision Regulations may be viewed on the Internet at

<http://www.fremontco.com/planningandzoning/forms/subdivisionregulations.pdf>

5. Has the subject property been previously platted? Yes --- No If yes, please explain the circumstances. OLDER - BEAVER LAND
} IRRIG.

6. The total number of properties involved in the subject property prior to this application for minor subdivision are ONE

7. The total number of lots as a result of this minor subdivision are TWO

8. What is the existing size of the subject property prior to this application?
Acreage 9.18 Square Footage 399945

9. What is the proposed size of each lot after platting?
a. Acreage 4.59 Square Footage 200021
b. Acreage 4.59 Square Footage 199924
c. Acreage _____ Square Footage _____

10. What is the current Zone District for the subject property?
The subject property is currently located in the AG RURAL Zone District.

11. Is there a proposal to change the current zoning classification for any portion of the subject property? Yes --- No If yes, please state what change is proposed. _____

12. What is the current land use of the subject property?
This current land use of the subject property is conforming non-conforming with the current zone district requirements. Please explain: RESIDENTIAL

If the current use is a non-conforming use and proposed to remain on the subject property, an application for "non-conforming use status" shall be filed with the Department and copy shall be attached to this application as Exhibit 12.1. An exhibit has been attached. *It should be noted that if this use is determined not to be a non-conforming use, said use shall be removed from the subject property.*

13. What is the proposed land use of the subject property? RESIDENTIAL
This proposed land use of the subject property will be conforming non-conforming with the current or proposed zone district requirements. Please explain: _____

14. Does the subject property contain any existing structures that will remain on the property after subdivision? Yes --- No. If yes, the proposed lot(s) housing the existing structures must comply with the development requirements of the proposed zone district

regarding the structures; please provide all setback dimensions for each structure from the proposed lot lines and the percentage of the lot coverage for each lot which will continue to house an existing structure: SEE SITE PLAN

15. Does each proposed lot have an adequate building site, taking into consideration setback and lot coverage requirements for the proposed zone district, building restriction lines, flood plains and other natural features, and existing and proposed easements? Yes --- No If no, how is the lot to be used? _____

16. Have all General, Lot, Access, Street Design, Engineering, Sewage Disposal, Easement and Open Space Standards and or Specifications of the FCSR Appendix 1 been met by this proposal? Yes --- No If no, please list each standard or specification and provide a regulation citing which will not be met and provide an explanation as to why it will not be met. _____

17. What is the name and or number of the public right-of-way(s) that will provide access to each proposed lot? "C" STREET

18. Is the public right-of-way(s) proposed to provide access to the subject property a County, State or Federal right-of-way? Documentation evidencing a "right of access" shall be attached to this application for each proposed lot or for the subdivision as a whole, as may be appropriate, marked as Exhibit 18.1. An exhibit has been attached.

19. Will each proposed lot have adequate frontage on the public right-of-way? Yes --- No If no, please provide a copy of an executed deed for ingress and egress, which shall be attached to this application and shall be marked as Exhibit 19.1. An exhibit has been attached.

20. A copy of the most current deed of record of the subject property must be attached to this application, marked as Exhibit 20.1 (An exhibit has been attached.) and can be found recorded in the Fremont County Clerk and Recorder's Office as follows:

In Book _____ at Page _____ and under Reception Number 1029250

21. A title insurance commitment or policy with an effective date within thirty (30) days of the application submittal date, for each property involved in this application shall be attached to this application, marked as Exhibit 21.1. An exhibit has been attached. (an updated title insurance commitment or policy shall be provided prior to recording of the subdivision plat for any application that was granted an extension of approval or as applicable by regulation, this could result in further requirement of the applicant, by the Department, prior to recording of the plat):

Document Number 2204677-10 Effective Date of Document 2-5-24

22. As per the FCSR Section XIII., D., 1b., an executed Ratification, Consent and Release Form (forms are provided by the Department for execution with the initial D & C Letter) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a minor subdivision application prior to recording of the plat. Will any property involved in this application require a form to be executed and submitted? Yes -- No If answered yes please list and identify the documents that will require RCR forms.

23. All easements of record on involved properties must be vacated prior to application submittal or shown on the proposed plat and labeled or noted as to use, recording information, location and size through appropriate survey information. Please answer the following questions and provide a brief description of each easement noted.

a. Do the properties involved in this application have easements of record as per the submitted title commitment? Yes --- No If answered yes, please identify each easement along with recording information and describe which properties it affects and how they are affected. GENERAL DITCH EASEMENTS
NO CHANGE, NO MAIN DITCHES

b. Do the properties involved in this application have easements not of record? Yes --- No If answered yes, please identify each easement along with identification of which properties are affected and how they are affected.

c. Are any easements proposed to be vacated by this application? Yes --- No If answered yes, please identify the easement and provide a statement as to why a vacation of the easement is necessary. Also provide a statement as to whether or not the easement currently contains improvements.

d. Are any easements proposed to be relocated by this application? Yes --- No If answered yes, please identify the easement and provide an explanation as to why relocation is necessary.

e. Are any new easements proposed by this application? Yes --- No If answered yes, please identify the easement and provide a description of the easement. PER REGULATION

f. Do any existing easements contain improvements? Yes --- No If answered yes, please identify the easement and describe the improvements.

24. As per the FCSR Section XIII., D., 2., a tax certificate issued by the Fremont County Treasurer shall be provided indicating that all ad valorem taxes for the subject property for all years prior to the year in which the plat is to be recorded have been paid. Said Certificate shall be attached and marked as Exhibit 24.1. An exhibit has been attached.

Date of Tax Certificate 2-22-24

25. Does the subject property lie within an area that has been under mined as depicted by the Colorado Department of Natural Resources, Colorado Geological Survey "Mining and Surface Features Maps" or any known active or inactive under ground mine? Yes --- No Please explain: _____

26. Does the subject property contain any of the following natural features and how may they be affected (*explain*) by this proposal?

- | | | | |
|--|-------------|--------|-------|
| a. Bodies of water | <u>NONE</u> | Effect | _____ |
| b. Natural water courses | <u>"</u> | Effect | _____ |
| c. Dry gulches or drainage ways | <u>"</u> | Effect | _____ |
| d. Bluffs or cliffs | <u>"</u> | Effect | _____ |
| e. Fault lines or other geologic hazards | <u>"</u> | Effect | _____ |
| f. FEMA flood hazard area | <u>"</u> | Effect | _____ |

27. In accordance with the FCSR Section XIII., D., 3., a copy of the proposed plat shall be provided that locates, by providing dimensions from property lines and size by dimension, all improvements (*i.e. roads, driveways, sewer and water lines, other utility lines, septic systems, wells, structures, buildings, irrigation ditches, drainage structures etc.*), natural physical features (*i.e. soil type boundaries, bluffs, cliffs, debris fans, water courses, live streams, dry gulches, drainages etc.*), and easements and rights-of-way described in the title commitment or policy or any of the same known to exist without being of record, which effect or traverse the property. More than one drawing may be used, if more understandable. A copy of the plat as required has been attached and marked as Exhibit 27.1.

If no such items exist then a written statement to that effect regarding each category shall be provided by the project surveyor. _____

Project Surveyor Signature _____ Date _____

28. Topographic and soils information, sufficient to show the usability of the proposed lots for the purpose intended, with the source of information identified, shall be attached to this application, marked as Exhibit 28.1. An exhibit has been attached. Identify the source of information and provide a general synopsis of the information: NRC5

29. As per the FCSR Section XIII., D., 8. a Drainage Plan Map and Report for the subject property after subdivision, prepared, signed and sealed by a Colorado Registered Professional Engineer shall be attached to this application, marked as Exhibit 29.1. An exhibit has been attached. **REQUEST CONTINGENCY**

30. What is the potable water source for each proposed lot? --- Public Water Supply; Name of supplier VENROSE
If the potable water source is a water company or district, then documentation evidencing that the supplier has committed to supply water for the appropriate number of lots and uses shall be attached to this application, marked as Exhibit 30.1. --- Private Well or Spring? If the potable water source is a private well or spring then documentation from the Colorado Division of Water Resources evidencing that the proposed subdivision will comply with the rules and regulations of the Division shall be attached to this application, marked as Exhibit 30.1. An exhibit has been attached. Fremont County's Division of Water Resources Information Form for Subdivision Exemption has been completed and attached to this application. An exhibit has been attached.

31. What is the sewage disposal source for each proposed lot? --- Public Sanitary Sewer System; Name of provider OSWS
If the proposed source is a public sanitary sewer system, then documentation evidencing that the provider has committed to provide service for the appropriate number of lots and uses shall be attached to this application, marked as Exhibit 31.1. --- Onsite Wastewater Treatment Systems; If the proposed sources are onsite wastewater treatment systems for each lot then an Individual Wastewater Treatment System Report, as required by The FCSR Section XIII., D., 5b., shall be attached to this application, marked as Exhibit 31.1. An exhibit has been attached.

32. Does the subject property currently have irrigation rights? Yes --- No If yes, Name of Irrigation Company BEAVER PARK
Is the subject property encumbered by right of easement or right of use by any irrigation company? Yes --- No If yes, Name of Irrigation Company _____
As per the FCSR Section XIII., D., 10. If any property involved in a minor subdivision has irrigation rights, and is subject to easement or is physically traversed by an irrigation ditch, the irrigation company shall be sent notice of the proposed subdivision, by certified mail (return receipt requested) and a copy of said notice and mailing receipts shall be attached to this application, marked as Exhibit 32.1. An exhibit has been attached.

33. Does the subject property lie within a Fire Protection District? Yes --- No If yes, Name of District VENROSE FIRE
As per the FCSR Section XIII., D., 9., attach an executed copy of the Fremont County Fire Protection Plan Form from the appropriate Fire Protection District marked as Exhibit 33.1. An exhibit has been attached.

34. Does the subject property lie within a recreation district? Yes --- No If yes, Name of District VENROSE
Does the subject property lie within one (1) mile of a recreation district? Yes --- No
If yes, Name of District _____

As per the FCSR Section XIII., D., 11., a copy of the Fremont County Recreation District Comment Form shall be sent (*certified mail, return receipt requested*) to the appropriate recreation district, when the subject property is located within a recreation district or is located within one (1) mile of a recreation district. Evidence of said notice and mailing receipt shall be attached to this application, marked as Exhibit 34.1. An exhibit has been attached.

35. Based on the real estate records of the county, which include the records of the County assessor, and "requests for notification" filed by a mineral estate owner in the records of the County Clerk and Recorder, have the mineral interests of the subject property been severed? Yes --- No If yes, name of mineral interest owner _____

As per the FCSR Section XIII., D., 13., a notice of the proposed subdivision shall be sent (*certified mail return receipt requested*) to the severed mineral interest owner(s) not less than thirty (30) days before the date of the Commission meeting at which the application is anticipated to be heard. See Subdivision - Mineral Interest Owner Notification Form. Evidence of said notice and mail receipt shall be attached to this application, marked as Exhibit 35.1. An exhibit has been attached.

36. Do any persons or entities have any right of easement on or across the subject property? Yes --- No If yes, Name of Person(s) or Entity _____

As per the FCSR Section XIII., D., 14., a notice of the proposed subdivision shall be sent (*certified mail return receipt requested*) to the easement beneficiary. Evidence of said notice and receipt shall be attached to this application, marked as Exhibit 36.1. An exhibit has been attached.

37. In accordance with the FCSR Section XIII., D., 14., proof (*certified mail with return receipt*) that all applicable utility companies (*companies that service the property currently or that will be required to service the property after subdivision*) were notified of this application. The notification shall include a copy of the Department form letter and a copy of the proposed plat provided by the applicant. Evidence of said notice and mailing receipts to all of the following, as applicable, shall be attached to this application and shall be marked as Exhibit 37.1. An exhibit has been attached.

Water source PENROSE Mail date _____ Received date _____
Sanitation source _____ Mail date _____ Received date _____
Electrical source BLACK HILLS Mail date _____ Received date _____
Natural Gas source ATMOS Mail date _____ Received date _____
Telephone source CENTURY LINK Mail date _____ Received date _____
Cable Television source SPECTRUM Mail date _____ Received date _____
Other required notice BEAVER PARK Mail date _____ Received date _____

38. Have at a minimum, six (6) copies of a plat drawing (24 x 36 inches) and six (6) reduced copies, (8½ x 11 inches or 11 x 17 inches) , professionally drawn, as stipulated by the Fremont County Subdivision Regulations, Section XIII., A. and B., been submitted with this application? Yes --- No If all such requirements are not proposed to be met then, a

list of requested waivers, specifically citing the regulations for which waivers are being requested and justification for each requested waiver shall be attached hereto and marked as Exhibit 38.1. An exhibit has been attached. At a minimum, the following (*the Department, Commission or Board can require additional information*) shall be provided:

- a. Drawing scale, unless a different scale is approved by the Department prior to submittal, shall not be less than one (1) inch to one hundred (100) feet.
- b. Multiple sheets shall contain a key map showing the relationship of the individual sheets to each other. (*More than one sheet may be used if it is easier to express the required information, provided they are adequately labeled for identification*).
- c. Appropriate title-proposed subdivision name. *No subdivision, street or road in the County shall bear the same name or substantially similar name as another subdivision, street or road unless adjoining and using consecutive filing numbers or if the street or road is a continuation of an existing street or road or cul-de-sac street accessed from the primary roadway, (i.e. Court, Place, etc.). The Department shall have the authority to require applicant to change the proposed name if such name is substantially similar to the name of an existing subdivision, street or road in the County.*
- d. The sub-title of the Plat shall read: A portion of the (*aliquot description*) Section, Township, Range, Fremont County, Colorado or A Vacation and Re-plat of (*Lot(s), Block(s) of [Name of Subdivision]*), Fremont County, Colorado, as appropriate, dependent on whether or not the property being subdivided is un-platted or platted property.
- e. A note table with each note being individually labeled.
- f. A legend table with each symbol and line pattern being identified.
- g. The total acreage and the total number of lots contained within the subdivision being platted.
- h. The acreage and/or square footage for each proposed lot.
- i. The proposed lot and block layout, including lot and block numbers which shall be consecutively numbered.
- j. Name and address of the person, firm or organization preparing the drawing.
- k. The date of preparation of the plat and all revision dates to the submitted plat.
- l. A north arrow.
- m. A written and graphic scale.
- n. A vicinity map locating the proposed subdivision in relation to the surrounding area, streets and major natural features (*such as rivers, mountain peaks, and cliffs, etcetera*).
- o. All appropriate survey information on the plat shall show lengths to hundredths of a foot, and angles and bearings shall be shown to seconds of a degree.
- p. A survey tie from the proposed subdivision boundary to an aliquot survey monument.

- q. A statement identifying the basis of bearing for the proposed subdivision survey.
- r. The length and bearings for the exterior boundary lines of the proposed subdivision. For bearings and lengths for interior lot lines where the bearings and lengths are the same as the exterior lot lines, labeling is not required.
- s. All bearings and dimensions for irregularly shaped lots shall be provided for each lot.
- t. For proposed curved boundaries and all curves on the plat, sufficient data shall be given to enable the re-establishment of the curves on the ground. This curve data shall be shown in a table and shall include the following:
 - 1. Radius of curve.
 - 2. Central angle.
 - 3. Tangent.
 - 4. Arc length.
 - 5. Notation of non-tangent curves.
- u. Any non-radial lot lines or boundary lines shall be labeled.
- v. All survey monuments set and found, in preparation of the plat, shall be indicated on the plat as to location and type of monument, in a legend table.
- w. Any "Reference Monument" and or "Witness Corner" shall be appropriately labeled on the plat.
- x. At a minimum, the name, centerline bearing, distance and curve information along with width information shall be provided for all proposed and existing roadway rights-of-way that traverse or adjoin the subject property.
- y. The acreage and lineal footage proposed to be devoted to roadways.
- z. The location, width, length and identification label for all other public ways, easements and rights-of-way that traverse or adjoin the subject property.
- aa. All proposed easements shall be designated as to use, bearings and dimensions, or indicated by appropriate statements.
- bb. All legally described easements in the title insurance commitment or policy shall be located or if not applicable, a written statement to that effect.
- cc. Excepted parcels shown on the plat shall be shall be marked "Not included in this subdivision" or "Not included in this plat" as appropriate.
- dd. All existing easements shall be shown on the plat, labeled or noted as to use, size and location. In addition, all survey information and any recording information shall be provided. Any existing easement or right-of-way to be vacated, which is within the County's authority or ownership may be vacated by a note on the plat. Any existing easement not within the county's authority or ownership, shall be vacated or released by the appropriate authority or owner(s), and documentation shall be provided noting such.
- ee. The 100 year floodplain line shall be shown as per the FEMA FIRM map.

ff. The Plat shall show building setback lines for all stem or flag lots or irregularly shaped lots that do not have the minimum lot width, as required by the Zone District of the property at the property frontage. Said building setback line shall be shown by a thin dashed line and shall be labeled as such. In addition, dimensions shall be provided along the side lot lines, which are adequate to locate the building setback lines.

gg. Sites to be reserved or dedicated for open space, parks, playgrounds, schools or other public uses, other than easements shall be shown as outlots and shall be labeled with a statement as to the designated use.

hh. Has all required Subdivision Plat Language (FCSR Section XIII., B., 34.) been provided?

Yes --- No

39. Is this application for a condominium or townhouse plat? Yes --- No If yes, then the condominium or townhouse application addendum, in accordance with the FCSR Section XIII., C., shall be attached hereto and marked as Exhibit 39.1. An exhibit has been attached.

40. Any waiver(s) that is requested from the FCSR regarding this application shall be stated in written form, with the citing of the regulation for which the waiver is being requested along with an explanation as to why the waiver is necessary and attached to this application, marked as Exhibit 40.1. An exhibit has been attached.

41. Are there any existing deed restrictions on the property which might affect the subdivision of the subject property? Yes --- No If yes, provide copies of such documents marked as Exhibit 41.1. An exhibit has been attached.

42. Are there any proposed deed restrictions on the subject property that would be implemented as a portion of the County approval of the Minor Subdivision Application? Yes --- No If yes, provide copies of such documents marked as Exhibit 42.1. An exhibit has been attached.

43. Are there any proposed improvements regarding such items as streets, public water and sewer systems, stormwater drainage facilities and the like? Yes --- No Please explain. _____

If yes, then the FCSR Sections X. (Utilities & Improvements – General Requirements) and XI. (Guarantee of Public Improvements) would apply to this application.

44. **PLEASE NOTE:** The following items (*but not limited to these items*), if not provided at the time of application, may be required to be provided to the Department after approval by the Board as contingency of approval items, if so required the items shall be provided prior to recording of the plat:

- a. Information adequate to enable the Department to compute addresses for the lots being platted. Provided (marked as Exhibit 44.a.1) --- Requested contingency item
- b. Closure sheets for each lot and the subdivision boundary. Provided (marked as Exhibit 44.b.1) --- Requested contingency item

- c. An approved County or Colorado Department of Transportation Access Permit(s) as may be appropriate. Provided (marked as Exhibit 44.c.1) --- Requested contingency item
- d. A detailed utility plan showing the proposed location of all utility and irrigation improvement locations, horizontal and vertical, as proposed by the developer, for all subdivisions where a new road, street or rights-of-way is proposed. The plan shall include the signatures of all utility providers, indicating their approval of such plan. Provided (marked as Exhibit 44.d.1) --- Requested contingency item *NA*
- e. An executed quit-claim deed with a deed restriction addressing the maintenance of any drainage facilities, drainage easements, rights-of-way etc., may be required, if applicable. Such deed is to be recorded at the time of recording of the plat, with all recording fees being at the expense of the applicant. Provided (marked as Exhibit 44.e.1) --- Requested contingency item *NA*
- f. Properly executed Ratification, Consent and Release Forms will be required for any outstanding mortgages, deeds of trust, liens, judgments or the like. Provided (marked as Exhibit 44.f.1) --- Requested contingency item *NA*

45. A submittal fee of \$_____ is attached to this application (Check # _____ cash).

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

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

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 Board regarding the Application to be null and void.

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

Applicant Printed Name	Signature <i>John Voe VII</i>	Date <i>3-10-24</i>
Owner Printed Name	Signature	Date

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FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM

The Fremont County Subdivision Regulations and Fremont County Zoning Resolution require a fire protection plan be submitted with many different types of applications, at the time of application submittal. In order to provide consistency in the information received, it shall be required that these plans be submitted on this form.

The Fremont County Department of Planning and Zoning (Department), Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form 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 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5*). Exhibit numbers should be placed in either the lower right hand area or the upper right hand area of the exhibit.

If the subject property is not in a fire protection district, only applicants' information and map are required. A copy of the Colorado State Forest Service Wildfire Hazard Area Map with the subject property clearly and accurately located, shall be attached and marked as Exhibit A.

APPLICANT INFORMATION

1. Project Name ANDIAMO SUB

2. Project Description 2. LOT SUB

3. Type of application:

- | | |
|--|---|
| <input type="checkbox"/> Zone Change #1 | <input type="checkbox"/> Special Review Use Permit |
| <input type="checkbox"/> Zone Change #2 – Use Designation Plan | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Zone Change #2 – Final Development Plan | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Commercial Development Plan | <input type="checkbox"/> Change of Use of Property |
| <input type="checkbox"/> Commercial Development Modification | <input type="checkbox"/> Subdivision Preliminary Plan |
| <input type="checkbox"/> Expansion of an existing Business or Industrial Use | <input checked="" type="checkbox"/> Minor Subdivision |

3. The subject property is located at:

610 "C" ST. PENROSE
Address and or General Location (*If general location only is used, it will be required that a legal description of the subject property be attached Marked as Exhibit 3.1*) An exhibit is attached.

4. Fire protection will be provided in what manner and with what resources?

PENROSE FIRE - PENROSE WATER

5. The source of water for fire protection is: PENROSE
- Water District – Name of District: _____
- Well – Colorado Division of Water Resources Well Permit Number: _____
- Is the well approved for fire protection? Yes --- No Please explain: _____
- Cistern – What is the cistern capacity? _____ Gallons – What is the water source for filling the cistern? _____
6. What is the distance from the subject property to the nearest fire hydrant? —
7. What public roadways provide access to the subject property? "C" ST.
8. How many accesses to public roadways will the subject property have? TWO
9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? Yes --- No Please explain by providing right-of-way and surface widths, length of roadway, surface types for all interior existing and proposed roadways and turning radii for cul-de-sacs. NA
10. What are the existing and or proposed interior roadway names? NA
11. Is the subject property located within a fire protection district? Yes --- No
 If yes, please provide the district name: PENROSE FIRE
- If the subject property is not located within a fire protection district please answer the following questions and the form will be considered completed for submittal. If the subject property is located within a fire protection district then answers to the following will not be required, however the remainder of the form shall be addressed by a representative of the fire protection district in which the subject property is located.*
- a. What is the name of the fire protection district closest to the subject property? _____
- b. What is the distance from the subject property to the nearest fire protection district boundary? _____
- c. Is it logical and feasible to annex the subject property to a fire protection district?
 Yes ----- No Please explain: _____

d. What types of fire protection improvements are proposed for the subject property and or structures to be housed on the property? Please explain: _____

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

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

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 Board regarding the Application to be null and void.

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

Applicant Printed Name



Signature

2-9-24

Date

Owner Printed Name

Signature

Date

FIRE PROTECTION AUTHORITY INFORMATION

1. The name of the fire protection authority is: Florence Fire Protection District

2. Name of contact person: Bill Ritter
Title: Chief Telephone: 719-280-3811

3. The name and address of the responding fire station is: Florence Fire Protection District Station 2
207 Broadway Penrose, CO. 81240

4. The distance from the subject property, by public roadway, to the responding fire station is: _____
1.65 Miles

5. The estimated response time to the subject property is: 3 minutes

6. The location of the closest fire hydrant to the subject property is: Seventh and C Street.

7. Is the existing hydrant size and location adequate for the existing neighborhood and the proposed development? Yes --- No Please explain: _____

8. Are the existing public roadways accessing the subject property adequate for fire vehicle access? Yes --- No Please explain: _____

9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? Yes --- No Please explain: No proposed roadway listed on sub. without a current roadway.

10. Are the proposed fire protection measures adequate for any existing or proposed structures to be housed on the subject property? Yes --- No Please explain: Lot sub. no structures listed.

11. What are the wildfire hazard classifications for the subject property, as prepared by the Colorado State Forest Service? Contact BLM office in Canon City.

12. Recommendations concerning fire protection in general, fire protection improvements, suggested road names, for this project are as follows: **NOTE:** Be sure to list type, size and location of improvements recommended (i.e.; hydrants, water lines, cisterns, dry hydrants, roadway improvements, etc.). **Please indicate whether recommendations or requirements are the result of codes or regulations, and provide supporting information which will assist the Planning Commission and the Board of County Commissioners to determine whether to adopt any or all of the recommendations as requirements of the permit.**

Bill Ritter
Signature and title of Authorized Fire Protection Representative

2/20/2024
Date

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IRREVOCABLE WATER
AVAILABILITY CONTRACT

This contract, entered into on this 30th day of October, 2023, by and between Penrose Water District, a special district, of 210 Broadway, Penrose, CO 81240, hereinafter referred to as the "District", and Volk Capital LLC hereinafter referred to as "Owner";

WITNESSETH:

WHEREAS, the District is a legally formed and constituted special district situate in Fremont County, Colorado, by virtue of the laws of the State of Colorado and provides domestic water to its customers; and

WHEREAS, Owner is the holder of the legal title to real property situate within the District, more particularly described below and is desirous of continuing to reserve a commitment for water services from the District; and

WHEREAS, Owner is required to retain demonstrative proof of water for said lot created by prior act of subdivision; and

WHEREAS, Owner desires an irrevocable contract to reserve and guarantee unto Owner water availability from District for the purposes of providing water services to the lot referenced below, which lot is one resulting from the subdivision of Owner's property; and

WHEREAS, District is willing to provide such water service upon the terms and conditions set forth herein.

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Ownership. Owner owns the following real property situate in Fremont County, Colorado and described as follows:

Proposed Andiamo Acres Subdivision

Legally described as: Tract 50; Sect. 31; T18S; R68W

commonly known as 610 C Street, Penrose, Colorado, hereinafter referred to as "Subject Property". Owner certifies that Owner is the fee owner of the subject property.

2. Anticipated Use. Owner anticipates the need to obtain a water tap to provide for the Subject Property and the current need to provide irrevocable proof of the availability of obtaining such tap to Fremont County, Colorado (hereinafter "County"). The parties recognize, however, that by entering into this contract, the District will be required to reserve such non-transferable tap for Owner's use which will therefore reduce the number of water taps available for sale to other customers of the District.

3. Availability of Water. District executes this contract specifically to reflect that Owner is entitled to receive a water tap for the subject property upon full payment of the cost for the same. District represents that it is capable of and shall commit to provide an adequate amount of water for service to the Subject Property. The parties agree that this contract will remain in full force and effect regardless of any action by County or any decision by Owner to abandon any projects for which proof of the availability of water is necessary subject to the terms and conditions hereinafter set forth.

4. **Price.** The initial cost paid by Owner was the sum of **\$3,200.00**. The parties acknowledge that this amount was equal to 20% of the cost of a prevailing tap fee charge for a 3/4" x 5/8" residential water tap at time of original purchase of this commitment. As a requirement to maintain said irrevocable commitment for water service, the Owner will, on or before the anniversary dates of this contract, pay an additional 20% of the then existing prevailing tap fee until such time as such amounts are paid equal to the then prevailing cost of a water tap. As a courtesy to Owner, District will attempt to provide notice of pending anniversary payments due. However, the parties agree that it shall be the sole obligation of Owner to make such payments as are required under this agreement. If owner does not meet the required anniversary payments, then 60 days thereafter the District may convert this availability contract to a tap at the then prevailing tap fee and bill the owner for amount then due. If those amounts are not paid, then District may recover charges pursuant to Paragraph 11 herein. Owner acknowledges that District has the ability to increase or decrease the cost of taps in the future and that the annual amounts set forth in this paragraph will be 20% of such increased or decreased cost if District, by formal resolution, increases or decreases such water tap fees in the future. In the event that water taps fees are amended in the future, the total cost to be paid by owner for such taps shall be similarly amended notwithstanding any prior payments made by Owner.

5. **Credit.** The parties agree that any payments made by Owner pursuant to the preceding paragraph will be credited to Owner at the time, if ever, that Owner purchases the water tap for the Subject Property. Such credit is conditional, however, upon Owner being current on, and not otherwise in default in, Owner's obligations pursuant to this contract. Additionally, Owner understands that the cost of any such tap may, depending on the future actions of the District, be in an amount equal to, greater than, or less than the current amount of a tap fee. Any such ultimate purchase will be consistent with District's then usual practices with respect to such water tap purchases including, but not limited to, District's then existing form of contract for water tap purchases.

6. **Monthly charges.** Owner will additionally pay to District a monthly service charge in an amount equal to the monthly minimum charge imposed by District for water service for taps in the size contemplated notwithstanding the fact that the tap herein has not been purchased or installed. It is specifically agreed that such monthly service charges shall be paid effective with District's next regular billing cycle. No such payments are subject to the refund process described in the preceding paragraph.

7. **Further Conditions of Service.** The parties agree that the following terms and conditions are agreed upon, to-wit:

This contract is a commitment for residential service to proposed LOT 2 (the South ½ of Tract 50). Service to proposed LOT 2 is available from an existing 10" main within C Street. Meter must be installed along street R.O.W. from which access is taken and the property is addressed. Service will be provided by way of the applicant, or owner, purchasing a new water tap. Proposed LOT 1 (the North ½ of Tract 50 – 610 6th Street) currently has water service by way of an installed tap, Acc. #00083.

8. **Lien.** Until such time as Owner purchases a water tap for the Subject Property, the parties agree that District will have a perpetual lien against the Subject Property and such lien may be foreclosed in the same manner as provided by the law of the state of Colorado for the foreclosure of mechanics' liens (See § 31-1-1001(1)(j), CRS).

9. **Address.** Unless otherwise notified by the Owner in writing, all correspondence, notices or statements for the monthly service charges shall be mailed to Owner at the address shown on this contract.

10. Parties Bound. This contract shall be extended to and binding upon the agents, servants, employees, tenants, heirs, executors, administrators, successors and assigns of the parties hereto.

11. District Rules and Regulations. The District's Rules and Regulations, as the same may be hereinafter amended, are an integral part of this contract and any breach thereof by Owner shall constitute a breach of this contract.

12. Assignment. This contract may not be assigned by Owner without the express written permission of District.

13. Colorado Law. This contract shall be governed by the laws of the state of Colorado.

14. Necessary Documents. All parties agree to execute such documents as may be reasonably necessary to effectuate the terms of this contract.

15. Entire Contract. The terms of this contract constitute the final and total terms of the contract between the parties and each party understands that no other agreements, oral or otherwise, shall be binding between them.

IN WITNESS WHEREOF, the parties have executed this contract at Penrose, Colorado, on the date above indicated.

PENROSE WATER DISTRICT,
special district

By: *Ken A. Hansen - Dist. Mgr.*
District

Volk Capital LLC

PO Box 687

Florence, CO 81226-0687

Anton Rami Volk
Owner

Volk

Soil Analysis and Evaluation Report

Property Owner

Name: VOLK CAPITAL LLC

Address: 447 ESCALANTE DR PUEBLO WEST, CO 81007-2212

Septic Installer: Unknown

Soil Evaluator

Name: Edward Cody Lyons

Address: PO Box 875, Westcliffe, CO 81252

Phone: 719-285-3709

I certify that the information herein is correct and complete to the best of my knowledge and that I performed all tests in accordance with the provisions of Colorado State and Custer, Fremont, Teller, Pueblo County On-Site Wastewater Treatment System Regulations. I further certify that I am recognized as a CPOW Certified Competent Technician having completed training and passed the test on May 24, 2019.

Signature: Edward Cody Lyons Date: 12/6/2023

Print: Edward "Cody" Lyons

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Soil Analysis and Site Information

Legal Description: TR-50 SEC 31-18-68 BEAVER PARK #1

Property Address: 610 C ST. Penrose Co. 81240

Size of Property in Acres: 10

Number of Bedrooms: 5

Depth of Bedrock: +8ft

Depth of Groundwater: +8ft

Percentage of Rock: 15%

Percentage of Slope from Homesite to Leach Field: 2-3%

Water Source: Well

System to be used by: Residential

Date of Evaluation: 12/6/2023

Test Hole #1

Depth	Soil Classification
0-16in	Topsoil or Root System
16-96in	Sandy Loam

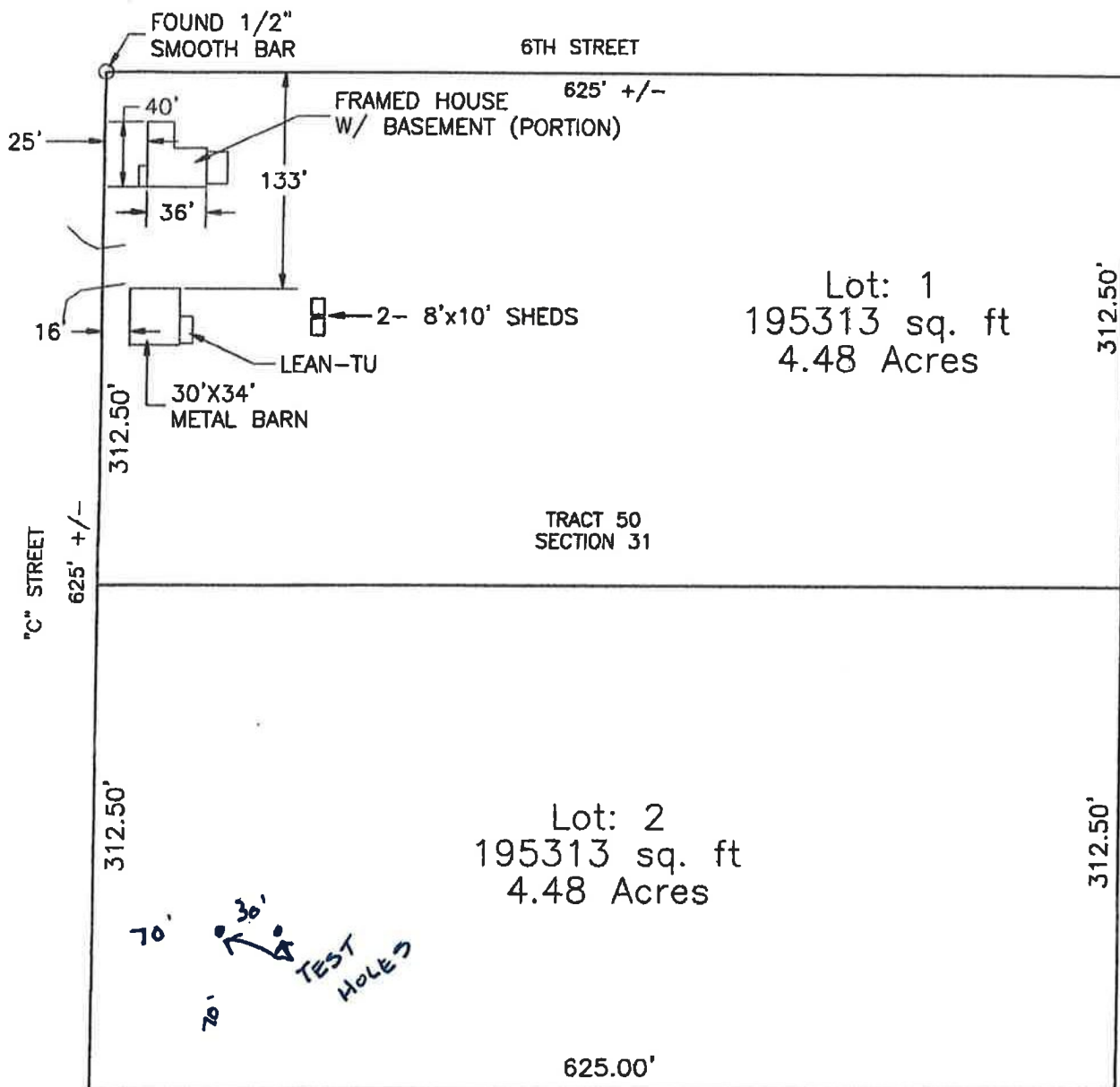
Test Hole #2

Depth	Soil Classification
0-15in	Topsoil or Root System
15-96in	Sandy Loam

Soil Type: 2A Sandy Loam

Treatment Level: 1

Long Term Acceptance Rate (LTAR): 0.50



SPECIAL WARRANTY DEED

State Doc Fee: \$39.00
Recording Fee: \$13.00

THIS DEED is dated the 31st day of July, 2023, and is made between
(whether one, or more than one),

Gregory A. Bode and Robin D. Bode

the "Grantor" of the County of Park and State of Colorado and

Volk Capital, LLC, a Colorado limited liability company

(whether one, or more than one), the "Grantee", whose legal address is 477 South Escalante Drive, Pueblo West, CO 81007 of the County of Pueblo and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **Ten Dollars and No Cents (\$10.00)**, 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:

Tract 50, Section 31, Township 18 South, Range 68 West of the 8th P.M., BEAVER LAND AND IRRIGATION COMPANY PLAT NO. 1, County of Fremont, State of Colorado.

also known by street address as: 610 C Street, Penrose, CO 81240

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree that the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a).

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



Gregory A. Bode



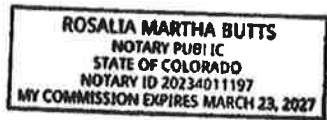
Robin D. Bode

State of Colorado
County of Fremont

The foregoing instrument was acknowledged before me this 31st day of July, 2023 by Gregory A. Bode and Robin D. Bode.



Notary Public:
My Commission Expires: 3/23/27



20.1



Stewart Title Company dba Empire Title, A
Division of Stewart
1220 Main Street
Canon City, CO 81212
(719) 275-4900
Fax: (719) 235-5029

Date: February 15, 2024
File Number: 2204877-IO
Property Address: 610 C Street, Penrose, CO 81240
Buyer/Borrower: Volk Capital, LLC

Cornerstone Land Surveying, LLC
1022 Phay Ave
Canon City, CO 81212

Attn: Matt Koch
Phone: (719) 275-8881
Fax:
E-Mail: cssurveying90@gmail.com
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.

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UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title Company dba Empire Title, A Division of Stewart
Issuing Office:	1220 Main Street, Canon City, CO 81212
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2204677-IO
Issuing Office File Number:	2204677-IO
Property Address:	610 C Street, Penrose, CO 81240
Revision Number:	

1. **Commitment Date:** February 5, 2024 at 8:00AM

2. **Policy to be issued:**

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy
Proposed Insured: Volk Capital, LLC

(b) ALTA® Loan Policy
Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

Volk Capital, LLC, a Colorado limited liability company

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Informational commitment

\$750.00

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.

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File No.: 2204677-IO

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2204677-IO

Tract 50, Section 31, Township 18 South, Range 68 West of the 6th P.M.,
BEAVER LAND AND IRRIGATION COMPANY PLAT NO. 1,
County of Fremont, State of Colorado.

For Informational Purposes Only: 610 C Street, Penrose, CO 81240

APN: 69001740, R022396

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2204677-IO

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. NONE.
NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

6. FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Warranty Deed recorded July 31, 2023, as Reception No. 1029250. Quit Claim Deed recorded March 29, 2023, as Reception No. 1025816.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2204677-IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. All matters as shown on the Map for Beaver Land and Irrigation Co., Plat No. 1, Beaver Park recorded November 2, 1907 as Reception No. 80781.
10. Rights of way for irrigating ditches and laterals, all public highways as located and the right of way of the Florence and Cripple Creek Railroad Company and all oils and gases with the right to use so much of the surface as is necessary to remove the same as reserved in deed recorded June 10, 1907 in Book 139 at Page 550.
11. All oil, coal and gases with rights as reserved in deeds recorded May 23, 1916 in Book 169 at Page 195, (W1/2) and November 18, 1946 in Book 306, Page 567, (E1/2).
12. Matters, including, but not limited to, easements, ditches and laterals disclosed on the Map of Beaver Park Water.

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File No.: 2204677-IO

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

13. Beaver Park Water District instrument recorded March 12, 2009 as Reception No. 860898.
14. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.
15. The following as shown on the Improvement Location Certificate by Cornerstone Land Surveying, LLC, dated 7-26-23, by Matthew J. Koch PLS 37907: fence sitting off of the property line along the west boundary.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2204677-IO

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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SELLERS:

BUYERS: Volk Capital, LLC

PROPERTY: 610 C Street, Penrose, CO 81240

DATE: _____, 2023

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule

Processing/Verification Fee:

Per Escrow File \$30.00

E-Recording Fee:

Per Document..... \$5.00

Government Recording Fees:

Per Document Fees

1st Page \$13.00

Each Additional Page..... \$ 5.00

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DISCLOSURES

File No.: 2204677-10

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company dba Empire Title, A Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 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 materialmen 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 unfiled Mechanic's and Materialmen'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.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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.

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**STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE**

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020

Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial Information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Volk Capital LLC

The principal office street address is 477 S Escalante Drive
Pueblo CO 81007
US

The principal office mailing address is 477 S Escalante Drive
Pueblo CO 81007
US

The name of the registered agent is John Volk III

The registered agent's street address is 477 S Escalante Drive
Pueblo CO 81007
US

The registered agent's mailing address is 477 S Escalante Drive
Pueblo CO 81007
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

John Volk III
477 S Escalante Drive
Pueblo CO 81007
US

Afton Rossi Volk
477 S Escalante Drive
Pueblo CO 81007
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

John Volk III
477 S Escalante Drive
Pueblo CO 81007
US



Fremont County Treasurer Statement of Taxes Due

Account Number R022396
Assessed To

Parcel 69001740
VOLK CAPITAL LLC
447 ESCALANTE DR
PUEBLO WEST, CO 81007-2212

Legal Description

Situs Address
610 C ST

TR-50 SEC 31-18-68 BEAVER PARK #1

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$935.20	\$0.00	\$0.00	\$0.00	\$935.20
Total Tax Charge					\$935.20
Grand Total Due as of 02/22/2024					\$935.20

Tax Billed at 2023 Rates for Tax Area 29B - 29B

Authority	Tax Rate	Amount	Values	Actual	Assessed
PENROSE WATER DISTRICT	0.0056270000	\$110.32	SINGLE FAMILY	\$134,686	\$9,024
S.E. COLO WATER CONS DISTRI	0.0008880000*	\$17.41	RESID		
UPPER ARKANSAS WATER CONS D	0.0003810000*	\$7.47	SINGLE FAMILY	\$157,941	\$10,582
SCHOOL DISTRICT RE-2 GENERA	0.0201230000	\$394.53	RESID		
PENROSE PARK & RECREATION D	0.0024360000*	\$47.76	Total	\$292,627	\$19,606
FREMONT COUNTY 001 GENERAL	0.0079410000*	\$155.70			
FREMONT COUNTY 001 ROAD & B	0.0008500000	\$16.67			
FREMONT COUNTY 001 HUMAN SE	0.0027010000	\$52.96			
FREMONT COUNTY 001 COUNTY A	0.0003210000	\$6.29			
FREMONT CONSERVATION DISTRI	0.0005000000	\$9.80			
PENROSE COMMUNITY LIBRARY D	0.0055080000	\$107.99			
SCHOOL DISTRICT RE-2 BOND R	0.0101890000	\$199.77			
FLORENCE FIRE DISTRICT GENE	0.0143980000	\$282.29			
FLORENCE FIRE CAPITAL EXPEN	0.0006000000	\$11.76			
Taxes Billed 2023	0.0724630000	\$1,420.72			
Senior		(\$485.52)			
Net Taxes Billed for 2023		\$935.20			

* Credit Levy

DUE IN FULL
ON 4-30-24

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Payment History

Your payment is complete.

Show receipts for

4/8/24 10:31 AM

Receipt: 2024-04-08-98-1787

Product	Document Type	Comments	Details	Pages	Copies	Price
Web Payments R038085					1	\$14.56
Web Payments R023037					1	\$1,846.59
Web Payments R022116					1	\$19.16
Web Payments R039858					1	\$14.56
<input type="text" value="Web Payments R022396"/>					1	<input type="text" value="\$476.95"/>
						Total \$2,371.82

*1st half
610 C Street*

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Payment History

Your payment is complete.

Show receipts for

4/18/24 9:15 AM

Receipt: 2024-04-18-98-1983

Product	Document Type	Comments	Details	Pages	Copies	Price
<u>Web Payments R022396</u>					1	\$467.60
		<i>2nd half</i>				Total \$467.60

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FREMONT COUNTY TAX NOTICE

For 2023 taxes due in 2024

FREMONT COUNTY TREASURER
 KATHY ELLIOTT
 615 MACON AVENUE #104
 CAÑON CITY, COLORADO 81212
 PHONE # 719-276-7380
 Email: treasurer@fremontco.com

LEGAL DESCRIPTION OF PROPERTY			TAXING DISTRICT	MILL LEVY	TEMPORARY MILL LEVY CREDIT	TAX AMOUNT
TR-50 SEC 31-18-68 BEAVER PARK #1 <i>1/2 pd</i> SITUS ADDRESS: 610 C ST			PENROSE WATER	0.00563		\$110.32
			SE COLO WATER	0.00089	-0.00013	\$17.41
			UPPER ARKANSAS WATER CONS	0.00038	-0.00010	\$7.47
			SCHOOL DISTRICT RE-2	0.03031		\$594.30
			PENROSE PARK & RECREATION	0.00244	-0.00001	\$47.76
			FREMONT COUNTY	0.01181	-0.00050	\$231.62
			FREMONT CONSERVATION DIST	0.00050		\$9.80
			PENROSE COMMUNITY LIBRARY	0.00551		\$107.99
			FLORENCE FIRE	0.01500		\$294.05
						TAX EXEMPTION CREDIT
PROPERTY VALUATION		ACTUAL	ASSESSED			
LAND		134,686	9,024			
BUILDING		157,941	10,582			
PERSONAL PROPERTY						
EXEMPTION - DISABLED VET. OR SENIOR HOMESTEAD		(100,000)	(6,700)			
NET TOTAL VALUATION		192,627	12,906			
				*A mill levy is the tax rate per \$1,000 of assessed valuation.		
				Without state legislative funding your school mill levy would have been: 0.06862	NET MILL LEVY 0.07246	FULL TAX \$935.20
TAX DISTRICT	ACCOUNT NUMBER	TYPE OF PROPERTY	UNPAID PRIOR YEAR TAX CONTACT TREASURER IF A NUMBER OR MESSAGE APPEARS HERE		PAYMENT SCHEDULE	
29B	R022396	Real			\$467.60 \$467.60 \$935.20	

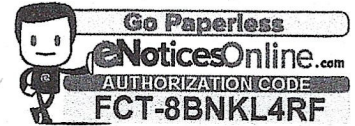
IS YOUR ADDRESS CORRECT?
 Please complete the box on the coupon for change of address.

OR

FULL PAYMENT DUE APRIL 30 \$935.20

Make checks payable to: FREMONT COUNTY TREASURER
 Post-dated checks are not accepted.

VOLK CAPITAL LLC
 447 ESCALANTE DR
 PUEBLO WEST, CO 81007-2212



PLEASE SEE REVERSE SIDE OF THIS FORM FOR ADDITIONAL INFORMATION. **TAX NOTICE**

RETAIN TOP PORTION FOR YOUR RECORDS

PROPERTY OWNER OF RECORD

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United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Fremont County Area, Colorado



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February 22, 2024
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