

Submittal Review/Staff Report - Lot Line Adjustment

Project Name: LLA 24-003 Bartelmay

Applicant(s): John & Lynn Bartelmay, Jacob Bartelmay
Consultant: N/A

Request: Requesting a variance from the Fremont County Subdivision Regulations Appendix 1 Section B, 10. Lot Standards: Where possible, the depth of lots should not be greater than twice its width.

Lot 1: 10.05 Acres 437,778 square feet

Lot 2: 6 Acres 261,360 square feet

The subject property is located in the Agricultural Rural Zone District, at 1919 Arnold Drive Cotopaxi CO 81223

Improvements and Utilities for Lot 1:

Lot 1 – Vacant

Improvements and Utilities for Lot 2:

Lot 2 - Vacant

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>0%</i>	<i>0%</i>
4.4.5.3 Maximum building height: Thirty-five (35) feet.	<i>N/A</i>	<i>N/A</i>
4.4.5.4 Minimum lot width: Three hundred (300) feet.	<i>291.56'</i>	<i>780.58'</i>

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Lot Standards	Lot 1	Lot 2
Front on public street	Arnold Dr	Blair Way
Corner Lots		
Access Standards	Lot 1	Lot 2
Public Right-Of-Way Dedication	Arnold Dr	Blair Way
Street Improvements	Private Road	Private Road

Applicants Contingency Requests:

N/A

Comments Received:

No Issues/Comments

Planning & Zoning Department Recommends Denial with the following:

1. **Lot Standards- Per Fremont County Subdivision Regs. Appendix 1 Section B, 10.** Wherever possible, the depth of lots should not be greater than twice its width.

The Planning and Zoning Department recommends reconfiguring Lot 1 to meet design standards per appendix 1.

If approved by the Commission and/or Board, Planning and Zoning recommends

Contingency items:

1. Redlines on Plat to be finished before recording

PLANNING COMMISSION COMMENTS:

At the regular meeting on July 2, 2024, the Fremont County Planning Commission **recommended Approval** of Dept. file #**LLA 24-003 BARTELMAY** for a variance from the Fremont County Subdivision Regulations Appendix 1 Section B, 10. Lot Standards: Where possible, the depth of lots should not be greater than twice its width.

APR 29 2024



FREMONT COUNTY
BOUNDARY LINE ADJUSTMENT / LOT LINE ADJUSTMENT /
VACATION OF INTERIOR LOT LINE APPLICATION

Planning & Zoning

A Lot Line Adjustment (LLA) is normally an administrative process which allows for the adjustment of lot lines and adjoining easements between two or more adjacent properties, at least one of which has been legally platted as a lot of record.

A Boundary Line Adjustment (BLA) is normally an administrative process which allows for the adjustment of property lines and adjoining easements between two or more adjacent properties. All properties shall be a metes and bounds legal description.

A Vacation of Interior Lot Line (VILL) is normally an administrative process which allows for the vacation of interior lot lines and adjoining easements between two or more adjacent platted lots of record. A Vacation of Interior Lot Line application may be approved based on review of the Planning Director, where the proposed vacation does not substantially modify the originally platted subdivision

Under certain circumstances, approval of any application may require review by the Fremont County Planning Commission and approval by the Fremont County Board of County Commissioners. In such a circumstance an additional review fee is required.

The applicant shall provide **one (1) original document, one (1) copy, and an electronic copy (either CD or flash/thumb drive)** and all of its attachments at the time of application submittal. Also, an electronic copy (PDF) of all documents and drawings shall be supplied at time of submittal. **Only complete applications will be accepted.** After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies that must be addressed by the applicant, Department comments and or questions about the application.

An application fee set by the Board of County Commissioners (Board) shall accompany this application. Contact Planning and Zoning Department for fee amount.

The Department of Planning and Zoning, Planning Commission, and or Board of County Commissioners may require additional information, documentation or evidence as deemed necessary by the same regarding this application.

Please mark which application you are applying for:

Lot Line Adjustment Boundary Line Adjustment Vacation of Interior Lot Line and/or Easements

Once the property is established as "a" and "b", be sure to use the same reference throughout the application. This form was designed to accommodate two properties, if additional properties are involved please provide information on additional pages as attachments.

1. Please provide the name, mailing address, telephone number and e-mail address for each property owner of each property involved in the LLA/BLA/VILL application:

a. Name: John + Lynn Bartelmay
Mailing Address: 1983 Arnold Dr, Cotopaxi, CO 81223
Telephone Number: 303-902-7512 Facsimile Number: _____
Email Address: John.Bartelmay@comcast.com

b. Name: Jacob Jon Bartelmay
Mailing Address: 1983 Arnold Dr, Cotopaxi, CO 81223
Telephone Number: 303-902-7512 Facsimile Number: _____
Email Address: John.Bartelmay@comcast.com

c. Consulting Firm Name: _____
Mailing Address: _____
Telephone Number: _____ Facsimile Number: _____
Email Address: _____

2. The proposed plat title is _____

3. The total number of properties involved prior to this application are 2

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

5. Ratification:

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

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

a. This property is located in the A/R Zone District.

b. This property is located in the A/R Zone District.

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



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

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

By signing this application you are certifying that the above information is true and correct to the best of your knowledge and belief. It also serves as your acknowledgment that you understand that if any information provided in or attached to this application is untrue or inaccurate this application may be rendered null and void.

Fremont County Subdivision Regulations contain all descriptions of requirements for each application. Lot Line Adjustment and Boundary Line Adjustment can be found in section XIV. Vacation of Interior Lot Line & Utility Easement can be found in Section XIII.

The applicant has reviewed all regulations in regards to the necessary requirements and understands the impact of this application.

Tyrl L. Bartelmy
a. Property "a" Owner Signature John A Bartelmy Date 4/19/24
b. Property "b" Owner Signature John A Bartelmy Date 4/19/24

Required Attachments:

- _____ Application _____ Current Deeds _____ Application Fee _____
- _____ Title Commitment (dated within 30 days of submittal)
- _____ Copies of all exceptions from Schedule B of title Commitment
- _____ Ratifications (will be required prior to recording, form will be provided by county to applicant)
- _____ Plat (LLA / VILL) Deeds (BLA)
- _____ Plat/Map w/ Improvements or Improvement statement
- _____ Utility / Easement Notifications (certified mail receipts)
- _____ Closure sheets for each lot
- _____ Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

**POWER OF ATTORNEY
(REAL ESTATE)**

KNOW ALL MEN BY THESE PRESENTS, That I, Jacob Jon Bartelmay, of the County of Fremont, State of Colorado, do make, constitute and appoint John A. Bartelmay of the County of Fremont, State of Colorado, to act as my true and lawful attorney for me and in my name, place and stead for my sole use and benefit to grant, bargain, sell, convey, purchase, encumber or contract for the sale or purchase of the following described real estate situate in the County of FREMONT, State of Colorado, to wit.

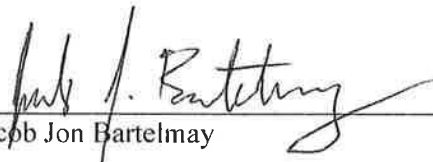
Legal Description:

Lot 148, Glen-Vista, Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado
and
Lot 149, Glen-Vista, Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado
and
Lot 175, Glen-Vista, Filing No. 8, according to the recorded plat thereof, Fremont County, Colorado

My said attorney-in-fact is hereby authorized and empowered to collect such monies as may become due from the sale, and to make, execute, acknowledge and deliver contracts for sale, deeds, Deeds of Trust, and other instruments in writing of every kind and nature, including, but not limited to, the sale and loan closing documents and statements, upon such terms and conditions as my said attorney may deem necessary and convenient to accomplish such sale or conveyance of said real estate. My said attorney shall have full power and authority to do and perform all acts necessary to be done to complete a sale or conveyance of said real estate, with full power of revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue of this Power of Attorney and the powers contained herein.

This Power of Attorney shall automatically expire by its own terms upon completion of the limited purpose set forth above.

Dated: 4/26/, 2024



Jacob Jon Bartelmay

STATE OF Colorado

COUNTY OF Custer

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FNTC
Order No.: 330-F00995-21
Doc Fee: \$3.16

SPECIAL WARRANTY DEED

THIS DEED, Made this 10th day of January, 2022, between

James M Ross and Djanna J. Ross

of the County of ARAPAHOE and State of COLORADO, grantor(s), and

John A. Bartelmay and Lynn L. Bartelmay, in joint tenancy

whose legal address is 1983 Arnold Drive, Cotopaxi, CO 81223

of the County of Fremont and State of COLORADO, grantees:

WITNESS, That the grantor(s), for and in consideration of the sum of **Thirty-One Thousand Five Hundred Eighty-Six And 97/100 Dollars (\$31,586.97)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot 325, Glen-Vista Filing No. 10 according to the recorded plat

County of Fremont, State of Colorado.

also known by street and number as **88 Blair Way, Cotopaxi, CO 81223**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

GRANTOR:

SPECIAL WARRANTY DEED
(continued)

STATE OF COLORADO

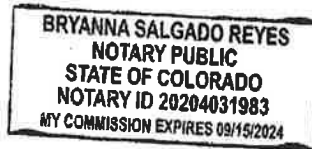
COUNTY OF Huerfano

The foregoing instrument was acknowledged before me this 7th day of January, 2022, by James M Ross and Dianna J. Ross.


Notary Public

My Commission Expires: 09/15/2024

(SEAL)



RECEPTION#: 835009,
04/02/2007 at 11:55:18 AM, 1 OF 14, R \$71.00
D \$30.00
NORMA HATFIELD, CLERK AND RECORDER
FREMONT COUNTY, CO

30.00

SPECIAL WARRANTY DEED

THIS DEED, Made this 28th day of March, 2007, between

James M. Ross and Dianna J. Ross

of the County of and State of Colorado, grantor, and

Jacob Jon Bartelmay

STATE DOCUMENTARY FEE
Date APR 02 2007
Amount \$ 30.00

DECLARATION ATTACHED

whose legal address is: 13810 E. Hampden Place, Aurora, CO 80014

of the County of and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of (\$300,000.00), Three Hundred Thousand dollars and Zero cents the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Fremont and State of Colorado described as follows:

See "Exhibit A" attached hereto

rerecord to correct recording order

as known by street and number as: 1983 Arnold Drive, Cotopaxi, CO 81223

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, 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, his heirs and assigns forever. The grantor, for himself, his heirs, and personal representatives or successors, do covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor, 2007 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

SEE ATTACHED EXHIBIT B EXCEPTIONS

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

James M. Ross
James M. Ross

Dianna J. Ross
Dianna J. Ross

State of Colorado)
County of Fremont) ss.

The foregoing instrument was acknowledged before me this 28th day of March, 2007, by James M. Ross and Dianna J. Ross.

Cathy N. Mason
Cathy N. Mason

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:
1/9/2010

Cathy Mason
Notary Public - Cathy Mason

Order Number: 200710028 - Stewart Title of Colorado - Canon City Division
No. 16 SPECIAL WARRANTY DEED
Rev. 9/97

James M. Ross
Page 1 of 2

STEWART TITLE

200710028



**ALTA COMMITMENT FOR TITLE INSURANCE
issued by**

ATTORNEYS TITLE GUARANTY FUND, INC.

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN
PRESIDENT

JEAN WARD
SECRETARY

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329 , Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

PCCO202406006863N

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION

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- 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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

Issuing Agent: Fredrickson Webb Attorneys Title, LLC
 Issuing Office: 831 Royal Gorge Blvd #329 , Cañon City CO 81212
 Issuing Office's ALTA® Registry ID: 1224456
 Commitment Issue Date: June 7, 2024

Commitment Number: PCCO202406006863N
 Issuing Office File Number: FWAT-00168-A
 Property Address: 88 Blair Way, Cotopaxi, Colorado 81223

Revision Number: 2

SCHEDULE A

1. Commitment Date: June 4, 2024 @ 7:45 a.m.
2. Policy to be issued: Premium
 - A. , Amount
 - Proposed Insured:
 - Certificate of Taxes Due \$10.00
 - Endorsements: \$0.00
 - Additional Charges: \$
 - Total \$ TBD
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: John A. Bartelmay and Lynn L. Bartelmay
5. The Land is described as follows:
See Schedule C attached hereto.

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ISSUED BY

ATTORNEYS TITLE GUARANTY FUND, INC.

FREDRICKSON WEBB ATTORNEYS TITLE, LLC
831 Royal Gorge Blvd #329
Cañon City CO 81212
PH: (719) 285-0324

BY:

Eric R. Morgan
President

3010
(member no.)

Authorized Signatory

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329 , Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

Commitment Number: PCCO202406006863N

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II—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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Terms, conditions, provisions, agreements and obligations specified under the Articles of Incorporation of Glen-Vista Property Owners Association, Inc. recorded on March 12, 1986 in book 756 at page 309, reception number 525105.
8. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded on July 25, 1974 at in book 565 at page 255, reception number 407711.
9. Any and all notes, easements and recitals as disclosed on the plat of Glen-Vista Filing No. 10 recorded at reception number 392414
10. Taxes for the year 2023, now due and payable but not yet delinquent, and taxes for the subsequent years, not yet due and payable.

NOTE: Upon compliance with underwriting requirements, exceptions numbered will be omitted from the Final Policy to be issued hereunder.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H requires that every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

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Note: The following disclosures are hereby made pursuant to §C.R.S. 10-11-122

- i. The subject property may be located in a special taxing district
- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. 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: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.

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Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

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products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: FWAT-00168-A

Lot 325, Glen-Vista, Filing No. 10, according to the recorded plat thereof, Fremont County, Colorado

Tax Parcel No. R024886

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by

ATTORNEYS TITLE GUARANTY FUND, INC.

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN
PRESIDENT

JEAN WARD
SECRETARY

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329, Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

PCCO202406006864N

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COMMITMENT CONDITIONS

1. DEFINITIONS
 - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment."
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters."
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. LIMITATIONS OF LIABILITY
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a, if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a, or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: Fredrickson Webb Attorneys Title, LLC
Issuing Office: 831 Royal Gorge Blvd #329 , Cañon City CO 81212
Issuing Office's ALTA® Registry ID: 1224456
Commitment Issue Date: June 7, 2024

Commitment Number: PCCO202406006864N
Issuing Office File Number: FWAT-00167-A
Property Address: 1919 Arnold Drive, Cotopaxi, Colorado 81223

Revision Number: 2

SCHEDULE A

1. Commitment Date: June 4, 2024 @ 7:45 a.m.

2. Policy to be issued:	Premium
A. , Amount Proposed Insured:	
Certificate of Taxes Due	\$10.00
Endorsements:	\$0.00
Additional Charges:	\$
Total	\$ TBD

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: Jacob Jon Bartelmay

5. The Land is described as follows:

See Schedule C attached hereto.

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ISSUED BY

ATTORNEYS TITLE GUARANTY FUND, INC.

FREDRICKSON WEBB ATTORNEYS TITLE, LLC
831 Royal Gorge Blvd #329
Cañon City CO 81212
PH: (719) 285-0324

BY:

Eric R. Morgan
President

3010
(member no.)

Authorized Signatory

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329 , Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

Commitment Number: PCCO202406006864N

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SCHEDULE B, PART I—Requirements

All the following are the Requirements that 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. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
6. Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).
7. Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.
8. Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).
9. This transaction may be subject to a Geographic Targeting Order ('GTO') issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

10.

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title: NONE

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SCHEDULE B, PART II—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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Terms, conditions, provisions, agreements and obligations specified under the Right of First Refusal by and between Jacob Jon Bartelmay and James M. Ross and Dianna J. Ross recorded on May 9, 2007 at reception number 836620.
8. Terms, conditions, provisions, agreements and obligations specified under the Articles of Incorporation of Glen-Vista Property Owners Association, Inc. recorded on March 12, 1986 in book 756 at page 309, reception number 525105.
9. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded on May 25, 1972 at in book 543 at page 104, reception number 392633.
10. Any and all notes, easements and recitals as disclosed on the plat of Glen-Vista Filing No. 7 recorded at reception number 392414.
11. Taxes for the year 2023, now due and payable but not yet delinquent, and taxes for the subsequent years, not yet due and payable.

NOTE: Upon compliance with underwriting requirements, exceptions numbered will be omitted from the Final Policy to be issued hereunder.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H requires that every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Note: The following disclosures are hereby made pursuant to §C.R.S. 10-11-122

- i. The subject property may be located in a special taxing district
- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. 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: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.

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AMERICAN
LAND TITLE
ASSOCIATION

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Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

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products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: FWAT-00167-A

Lot 148, Glen-Vista, Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado

Tax Parcel No. R024905

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**SCHEDULE B, PART I—Requirements**

All the following are the Requirements that 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. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
6. Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).
7. Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.
8. Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).
9. This transaction may be subject to a Geographic Targeting Order ('GTO') issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

10:

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title: NONE

Part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. This Commitment is not a contract; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Requirements. A counter-signature by the Company or its issuing agent that may be in electronic form.

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Point No	Bearing	Distance	Northing	Easting	Description
			1203000.30	2990120.05	
	S 14°31'43" E	643.74			
			1202377.14	2990281.54	
	S 64°57'57" E	542.51			
			1202147.58	2990773.08	
	N 37°38'42" E	186.61			
			1202295.34	2990887.06	
Radius: 1050.03 Chord: 104.91 Degree: 5°27'24" Dir: Right					
Length: 104.95 Delta: 5°43'36" Tangent: 52.52					
Chord BRG: N 41°20'48" E Rad-In: S 51°31'00" E Rad-Out: S 45°47'24" E					
Radius PntNo: N: 1201641.92 E: 2991709.01					
			1202374.09	2990956.36	
	N 44°56'04" W	626.15			
			1202817.35	2990514.11	
	N 27°50'55" E	170.26			
			1202967.90	2990593.65	
	N 06°13'00" E	199.15			
			1203165.87	2990615.21	
	S 84°46'47" W	348.87			
			1203134.13	2990267.79	
	S 47°49'40" W	199.35			
			1203000.30	2990120.05	

Closure Error Distance > 0.0007 Error Bearing > S 31°10'56" E
 Closure Precision > 1 in 4371951.5 Total Distance Inversed > 3021.58

Area: 437951 Sq. Feet, 10.0540 ACRES

Lot 1 - 1919 Arnold Dr.

Point No.	Bearing	Distance	Northing	Easting	Description
			1202610.49	2989482.67	
	N 47°49'40" E	396.19			
			1202876.47	2989776.29	
	S 14°31'43" E	643.74			
			1202253.32	2989937.78	
	S 27°50'55" W	348.51			
			1201945.18	2989774.98	
	N 50°09'06" W	257.21			
			1202109.99	2989577.51	
Radius:	100.26	Chord:	72.85	Degree:	57°08'47" Dir: Right
Length:	74.56	Delta:	42°36'20"	Tangent:	39.10
Chord BRG:	N 28°50'55" W	Rad-In:	N 39°50'54" E	Rad-Out:	N 82°27'15" E
Radius PntNo:	N: 1202186.96	E:	2989641.75		
			1202173.79	2989542.36	
	N 09°13'22" W	372.10			
			1202541.08	2989482.72	
Radius:	50.00	Chord:	69.41	Degree:	114°35'30" Dir: Left
Length:	76.71	Delta:	87°54'18"	Tangent:	48.20
Chord BRG:	N 00°02'43" W	Rad-In:	N 46°05'34" W	Rad-Out:	S 46°00'08" W
Radius PntNo:	N: 1202575.76	E:	2989446.70		
			1202610.49	2989482.67	

Closure Error Distance > 0.0044 Error Bearing > N 52°29'56" E
 Closure Precision > 1 in 496651.6 Total Distance Inversed > 2169.01

Area: 261256 Sq. Feet, 5.9976 ACRES

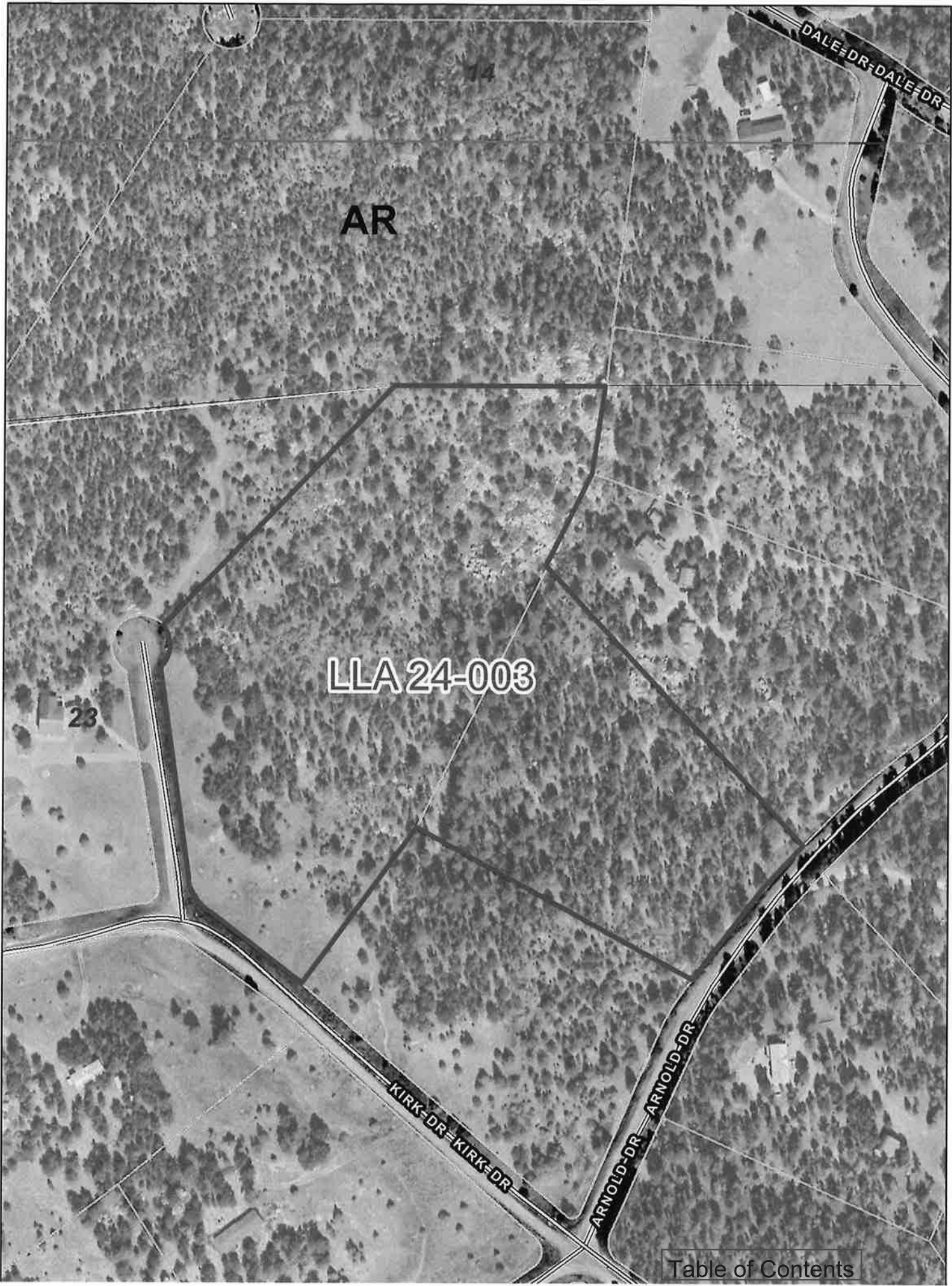
Lot 2 - 88 BLAIR WAY

Point No.	Bearing	Distance	Northing	Easting	Description
			1203168.66	2989409.31	
	N 47°49'40" E	174.16			
			1203285.58	2989538.38	
	N 47°49'40" E	421.38			
			1203568.48	2989850.68	
	N 84°46'47" E	348.87			
			1203600.22	2990198.10	
	S 06°13'00" W	199.15			
			1203402.24	2990176.53	
	S 27°50'55" W	170.26			
			1203251.70	2990097.00	
	S 44°56'04" E	626.15			
			1202808.44	2990539.25	
Radius:	1050.03	Chord: 104.91	Degree: 5°27'24"		Dir: Left
Length:	104.95	Delta: 5°43'36"	Tangent: 52.52		
Chord BRG:	S 41°20'48" W Rad-In: S 45°47'24" E Rad-Out: S 51°31'00" E				
Radius PntNo:	N: 1202076.26	E: 2991291.89			
			1202729.68	2990469.94	
	S 37°38'42" W	186.61			
			1202581.92	2990355.97	
	N 64°57'57" W	542.51			
			1202811.49	2989864.42	
	S 27°50'55" W	348.51			
			1202503.34	2989701.62	
	N 50°09'06" W	257.21			
			1202668.15	2989504.15	
Radius:	100.26	Chord: 72.85	Degree: 57°08'47"		Dir: Right
Length:	74.56	Delta: 42°36'20"	Tangent: 39.10		
Chord BRG:	N 28°50'55" W Rad-In: N 39°50'54" E Rad-Out: N 82°27'15" E				
Radius PntNo:	N: 1202745.13	E: 2989568.39			
			1202731.96	2989469.00	
	N 09°13'22" W	372.10			
			1203099.25	2989409.36	
Radius:	50.00	Chord: 69.41	Degree: 114°35'30"		Dir: Left
Length:	76.71	Delta: 87°54'18"	Tangent: 48.20		
Chord BRG:	N 00°02'43" W Rad-In: N 46°05'34" W Rad-Out: S 46°00'08" W				
Radius PntNo:	N: 1203133.92	E: 2989373.34			
			1203168.66	2989409.31	

Closure Error Distance > 0.0045 Error Bearing > N 43°42'38" E
 Closure Precision > 1 in 868108.8 Total Distance Inversed > 3903.12

Area: 699207 Sq. Feet, 16.0516 ACRES

OVERALL BOUNDARY



AR

LLA 24-003

DALE-DR-DALE-DR

23

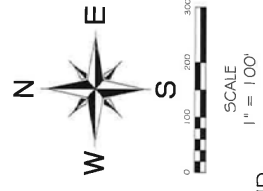
KIRK-DR-KIRK-DR

ARNOLD-DR-ARNOLD-DR

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BARTELMAY LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF LOT 325, FILING 10 AND LOT 148, FILING 7, GLEN-VISTA LOCATED WITHIN SECTION 23 AND TRACT 38, TOWNSHIP 19 SOUTH, RANGE 73 WEST 6TH PRINCIPAL MERIDIAN FREMONT COUNTY, COLORADO



ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT
THIS IS TO CERTIFY THAT THE PLAT IS APPROVED AND ACCEPTED AS PER REVIEW BY THE PLANNING DIRECTOR, UNDER THIS _____ DAY OF _____ A.D. 20____.

CHANDRA, FREMONT COUNTY BOARD OF COUNTY COMMISSIONERS

KNOW ALL MEN BY THESE PRESENTS THAT JACOB JOHN BARTELMAY (LOT 148) AND JOHN A. BARTELMAY (LOT 325) ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND TO WIT:

LOT 148, GLEN-VISTA, FILING NO. 7, ACCORDING TO THE RECORDED PLAT THEREOF, FREMONT COUNTY, COLORADO
LOT 325, GLEN-VISTA, FILING NO. 10, ACCORDING TO THE RECORDED PLAT THEREOF, FREMONT COUNTY, COLORADO

TOTAL ACRES BEING PLATTED: 16.05 +/-

WE, JACOB JOHN BARTELMAY, JOHN A. BARTELMAY AND LYNN L. BARTELMAY, BEING THE OWNERS OF THE ABOVE DESCRIBED LAND BEING PLATTED AND/OR SUBDIVIDED IN FREMONT COUNTY, COLORADO, UNDER THE NAME OF _____

DEDICATION
WE, JACOB JOHN BARTELMAY, JOHN A. BARTELMAY AND LYNN L. BARTELMAY, BEING THE SAME AS SHOWN ON THIS PLAT, DO HEREBY DEDICATE TO THE PUBLIC AT LARGE THE STREETS, ALLEYS, ROADS AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY RESOLVE THESE RECORDS OF LAND LACED AN ADJUSTMENT TO THE PLAT AND TO THE RECORDS OF THE FREMONT COUNTY RECORDS AND THE RECORDS OF THE FREMONT COUNTY RECORDS AS SHOWN HEREON. THE SOLE RIGHT TO ADJUST USE OR VARIATE OR VARIATE WITH THE BOARD OF COUNTY COMMISSIONERS.

IN WITNESS WHEREOF, JACOB JOHN BARTELMAY, JOHN A. BARTELMAY AND LYNN L. BARTELMAY HAS SUBSCRIBED THEIR NAMES THIS _____ DAY OF _____ A.D. 20____.

BY: JACOB JOHN BARTELMAY _____ BY: JOHN BARTELMAY _____ BY: LYNN L. BARTELMAY _____

COUNTY OF FREMONT)
) 20____) 50____
STATE OF COLORADO)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____, BY JACOB JOHN BARTELMAY, WITNESSE MY HAND AND SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____
COUNTY OF FREMONT)
) 20____) 50____
STATE OF COLORADO)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____, BY JOHN A. BARTELMAY, WITNESSE MY HAND AND SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____
COUNTY OF FREMONT)
) 20____) 50____
STATE OF COLORADO)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____, BY LYNN L. BARTELMAY, WITNESSE MY HAND AND SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

GENERAL NOTES

1. THIS PLAT IS PREPARED IN ACCORDANCE WITH THE COLORADO STATE PLANNING AND ZONING ACTS AND THE COLORADO SUBDIVISION ACTS.
2. THE PLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES AND REGULATIONS OF THE COUNTY OF FREMONT AND THE STATE OF COLORADO.
3. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS-OF-WAY, AND OTHER INTERESTS OF RECORD.
4. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS-OF-WAY, AND OTHER INTERESTS OF RECORD.
5. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS-OF-WAY, AND OTHER INTERESTS OF RECORD.
6. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS-OF-WAY, AND OTHER INTERESTS OF RECORD.
7. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS-OF-WAY, AND OTHER INTERESTS OF RECORD.
8. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS-OF-WAY, AND OTHER INTERESTS OF RECORD.
9. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS-OF-WAY, AND OTHER INTERESTS OF RECORD.
10. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS-OF-WAY, AND OTHER INTERESTS OF RECORD.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF FREMONT)
I, _____, CLERK AND RECORDER OF FREMONT COUNTY, COLORADO, AT _____ M. ON _____ DAY OF _____ A.D. 20____, UNDER RECEIPIER NO. _____, HAVE RECEIVED AND RECORDED THE FOREGOING INSTRUMENT AS SHOWN ON THE PLAT OF _____ A.D. 20____, UNDER RECEIPIER NO. _____.

FREMONT COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

I, _____, LAND SURVEYOR, A LICENSED LAND SURVEYOR UNDER THE COLORADO LAND SURVEYING ACTS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE COLORADO LAND SURVEYING ACTS AND THE SUBDIVISION ACTS, AND THAT THIS PLAT DOES ACCURATELY SHOW THE LOCATION OF THE BOUNDARIES OF THE PLAT AND THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE PLAT OF _____ A.D. 20____, UNDER RECEIPIER NO. _____.

FREMONT COUNTY CLERK AND RECORDER

BARTELMAY LOT LINE ADJUSTMENT
A LOT LINE ADJUSTMENT OF LOT 325, FILING 10 AND LOT 148, FILING 7, LOCATED WITHIN SECTION 23 AND TRACT 38, TOWNSHIP 19 SOUTH, RANGE 73 WEST, 6TH PRINCIPAL MERIDIAN, FREMONT COUNTY, COLORADO

REVISED: DATE APRIL 15, 2024
DATE JUNE 7, 2024

JOB # 24025
DATE APRIL 9, 2024
SHEET 1 OF 1

LAND MARK SURVEYING & MAPPING
1010 BOX 650, SALIDA, CO 81201
TEL: 719.539.1234 FAX: 719.539.1235

LAND SURVEYOR'S CERTIFICATE

I, _____, LAND SURVEYOR, A LICENSED LAND SURVEYOR UNDER THE COLORADO LAND SURVEYING ACTS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE COLORADO LAND SURVEYING ACTS AND THE SUBDIVISION ACTS, AND THAT THIS PLAT DOES ACCURATELY SHOW THE LOCATION OF THE BOUNDARIES OF THE PLAT AND THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE PLAT OF _____ A.D. 20____, UNDER RECEIPIER NO. _____.

FREMONT COUNTY CLERK AND RECORDER

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF FREMONT)
I, _____, CLERK AND RECORDER OF FREMONT COUNTY, COLORADO, AT _____ M. ON _____ DAY OF _____ A.D. 20____, UNDER RECEIPIER NO. _____, HAVE RECEIVED AND RECORDED THE FOREGOING INSTRUMENT AS SHOWN ON THE PLAT OF _____ A.D. 20____, UNDER RECEIPIER NO. _____.

FREMONT COUNTY CLERK AND RECORDER

EASEMENT STATEMENT PER PLAT OF GLEN-VISTA

ALL BOUNDARY LINES ARE SUBJECT TO A TEN FOOT UTILITY EASEMENT. ALL EASEMENT ARE FOR PUBLIC UTILITIES ONLY OR AS SHOWN.

John and Lynn Bartelmay

1983 Arnold Drive
Cotopaxi, CO 81223
303-902-7512
john.bartelmay@comcast.net

June 10, 2024

Fremont County Planning and Zoning
615 Macon Avenue
Cañon City, CO 81212

re: Fremont County Subdivision Regulations,

We are writing in regards to our application for a Lot Line Adjustment involving the properties at 88 Blair Way, Cotopaxi, CO 81223, Lot 325, Glen Vista, Filing 10 and 1919 Arnold Drive, Cotopaxi, CO 81223, Lot 148, Glen Vista, Filing 7.

We are asking for a variance concerning the depth vs width regulation for the property at 1919 Arnold Drive. (Fremont County Subdivision Regulations, Appendix 1, Section B, Lot Standards #10)

Thank you for your time and consideration on this matter,


John Bartelmay

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FREMONT COUNTY ENVIRONMENTAL HEALTH DEPARTMENT



615 MACON AVENUE, ROOM 212
CAÑON CITY, COLORADO
(719) 276-7460 FAX (719) 276-7461
wyatt.sanders@fremontco.com

TO: Planning and Zoning

ATTN: Director, Dan Victoria,
Senior Planning Coordinator, Danielle Adamic

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

SUBJECT: LLA 24-003 Bartelmay

DATE: May 16, 2024

This department has received the application for LLA 24-003 (Bartelmay Lot Line Adjustment) after my review of the application, this department has no existing violations against either property. It appears that this property would be able to accommodate an OWTS.

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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

5.16.2024

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

RE: LLA 24-003 Bartelmay

Dear Mr. Victoria,

This letter is to inform you the Fremont County DOT has reviewed the above-referenced application and we do not have any comments at this time.

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

Sincerely,

Michael Whitt

Michael Whitt
FCDOT



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 5/7/2024

Project Name: LLA 24-003 Bartelmay

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: 0

Types: N/A

SMM on site? No

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.

Kyle Yarberry

5/7/24

Allen Zadroga

5/7/24

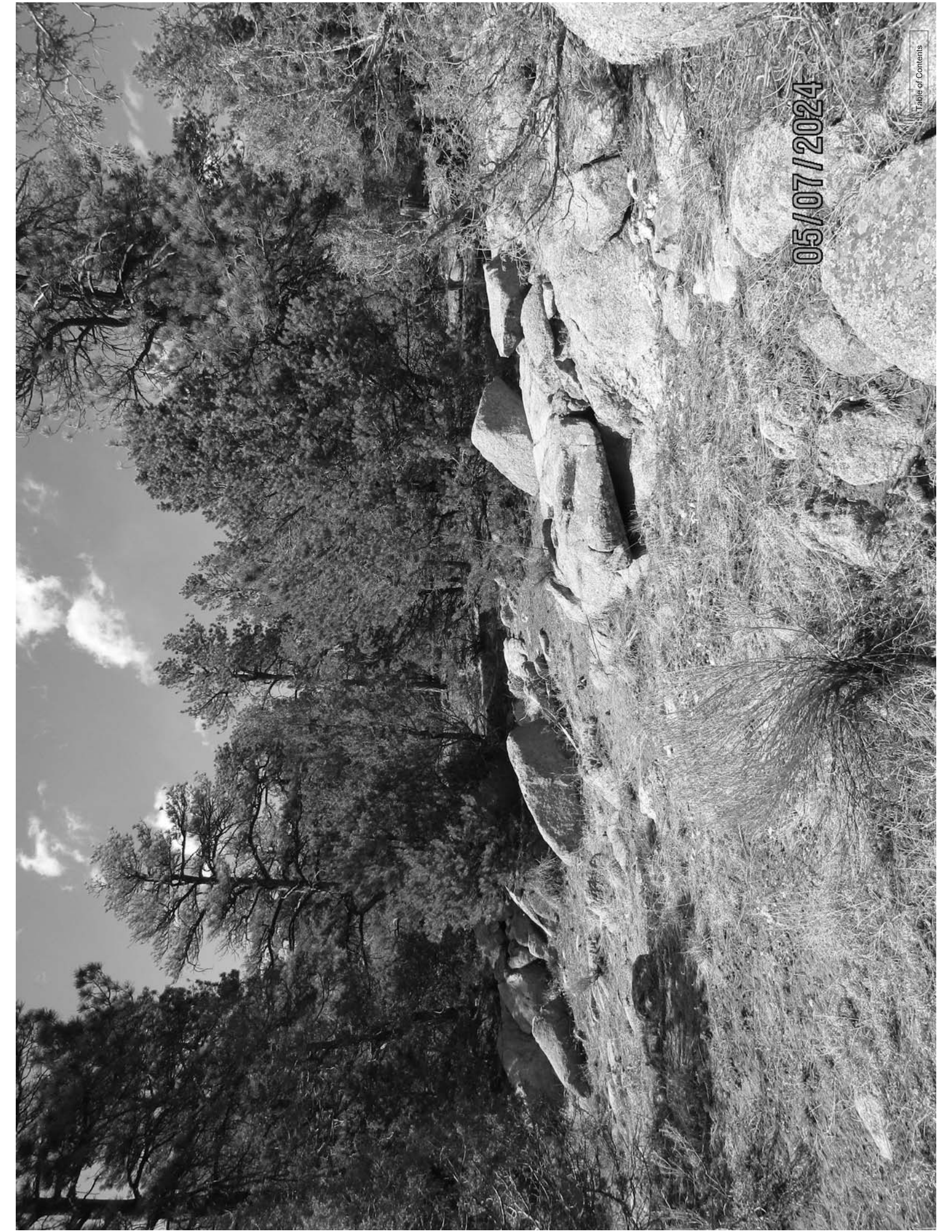
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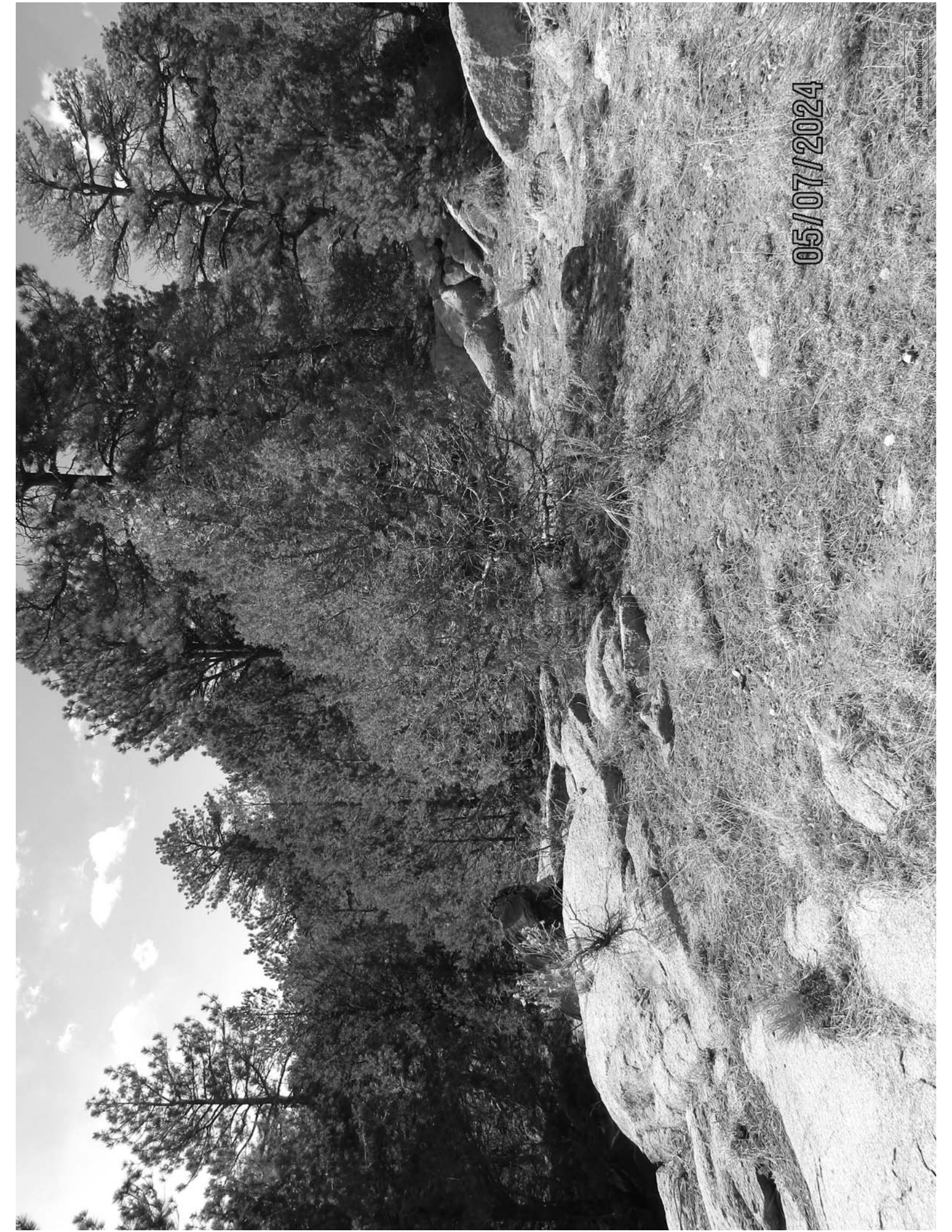
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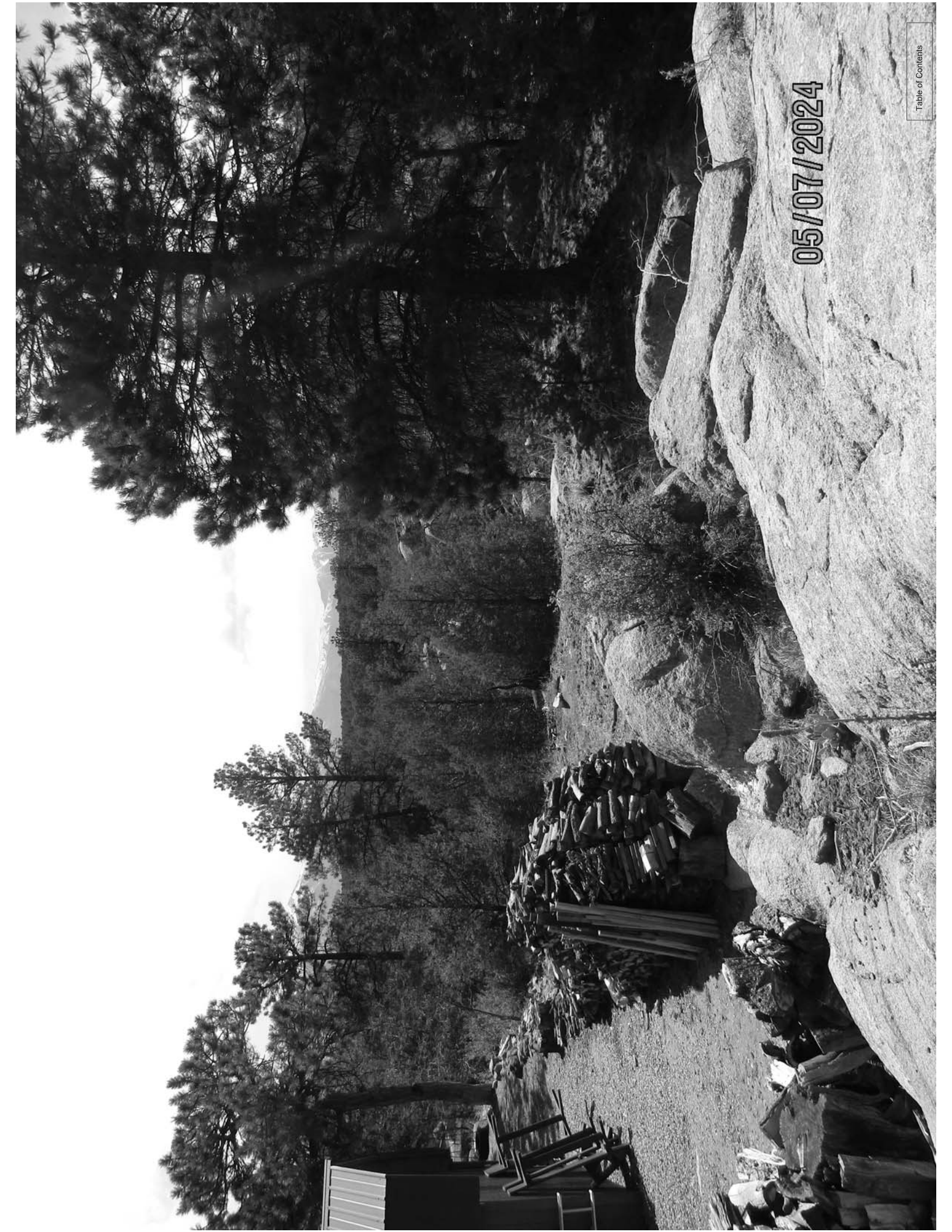
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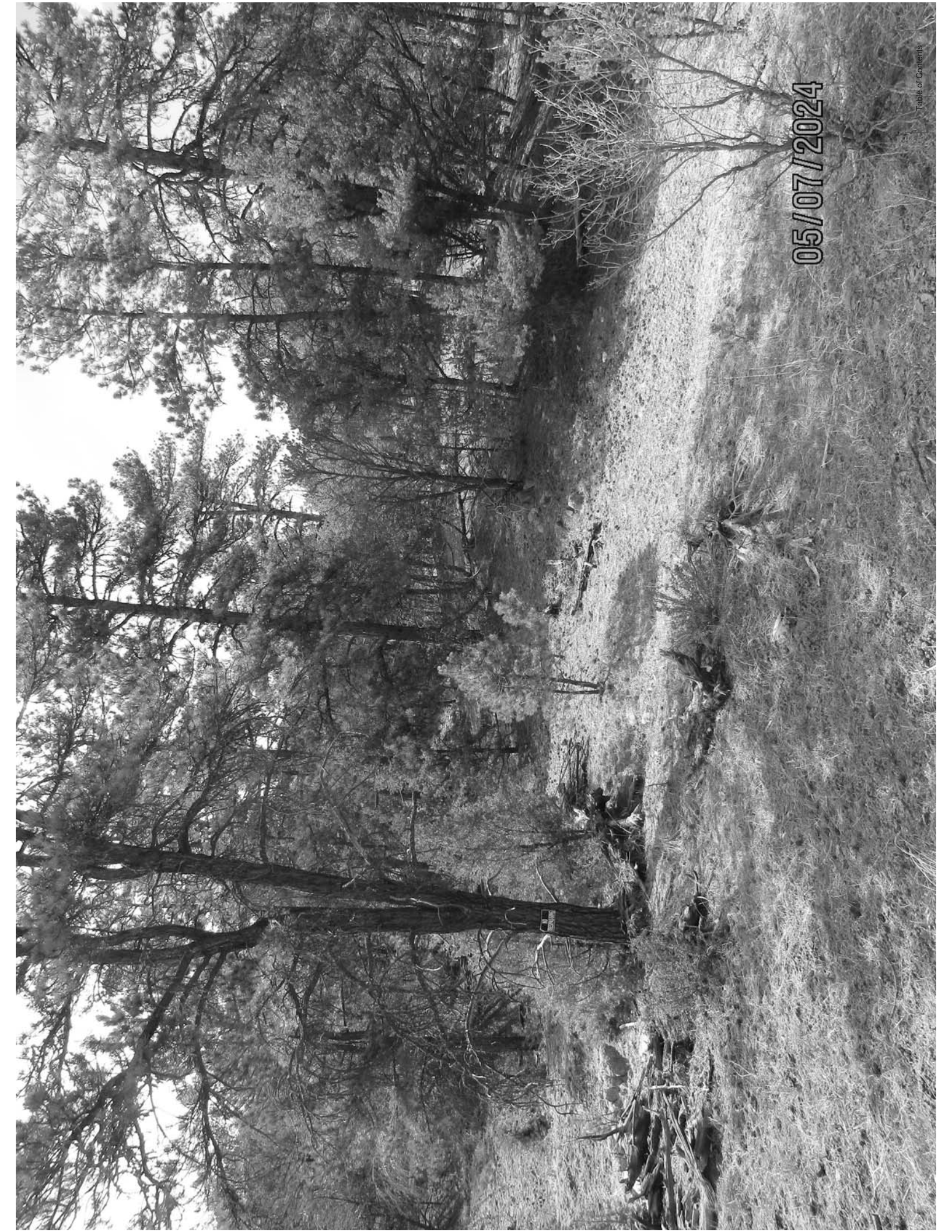
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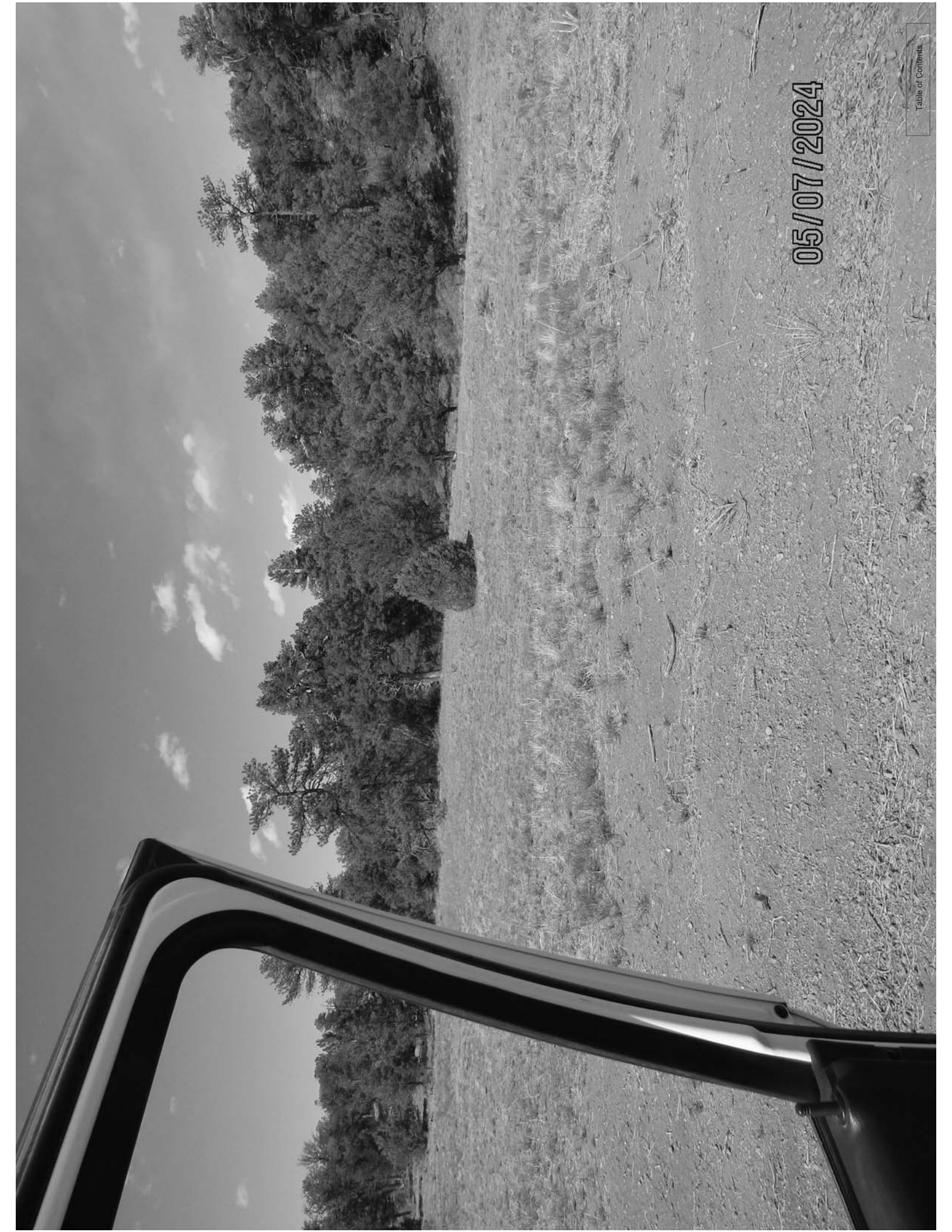
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