



FREMONT COUNTY MINOR SUBDIVISION APPLICATION

1. Project Name: _____
2. Name: _____
Mailing Address: _____
Telephone Number: _____ Facsimile Number: _____
Email Address: _____
3. Name: _____
Mailing Address: _____
Telephone Number: _____ Facsimile Number: _____
Email Address: _____
4. Name: _____
Mailing Address: _____
Telephone Number: _____ Facsimile Number: _____
Email Address: _____

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. _____

6. The total number of properties involved in the subject property prior to this application for minor subdivision are _____
7. The total number of lots as a result of this minor subdivision are _____
8. What is the existing size of the subject property prior to this application?
 Acreage _____ Square Footage _____
9. What is the proposed size of each lot after platting?
 a. Acreage _____ Square Footage _____
 b. Acreage _____ Square Footage _____
 c. Acreage _____ Square Footage _____
10. What is the current Zone District for the subject property?
 The subject property is currently located in the _____ 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: _____

- 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? _____
 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: _____

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? _____

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 _____

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 _____ Effective Date of Document _____

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. _____

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. _____

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 _____

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 _____ Effect _____
- b. Natural water courses _____ Effect _____
- c. Dry gulches or drainage ways _____ Effect _____
- d. Bluffs or cliffs _____ Effect _____
- e. Fault lines or other geologic hazards _____ Effect _____
- f. FEMA flood hazard area _____ 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: _____

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.

30. What is the potable water source for each proposed lot? --- Public Water Supply; Name of supplier _____
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 _____
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 _____
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 _____
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 _____
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 _____ Mail date _____ Received date _____

Sanitation source _____ Mail date _____ Received date _____

Electrical source _____ Mail date _____ Received date _____

Natural Gas source _____ Mail date _____ Received date _____

Telephone source _____ Mail date _____ Received date _____

Cable Television source _____ Mail date _____ Received date _____

Other required notice _____ 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
- 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
- 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



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.

Travis and Rebecca Jenkins		12-23-21
Applicant Printed Name	Signature	Date
Travis and Rebecca Jenkins		12-23-21
Owner Printed Name	Signature	Date

2021-258 T. B. Minor Subdivision
Application Item 37. Certified Mail Notifications

Other Required Notice: Penrose Park and Recreation District Mail Date: 12/27/2021 Received Date:
Certified Mailing 7020 1810 0000 1553 8238

2021-258 T. B. Minor Subdivision

Exhibit 37.1

Atmos Energy Corporation

120 S. 6th Street
Cañon City, CO 81212
Certified Mailer: 7020 1810 0000 1553 8184

Beaver Park Water, INC

P. O. Box 286
Penrose, CO, 81240
Certified Mailer: 7020 1810 0000 1553 8191

Black Hills Energy

3110 Utility Lane
Cañon City, CO 81212
Certified Mailer: 7020 1810 0000 1553 8207

CenturyLink

141 E. Enterprise Drive
Pueblo, CO 81007
Certified Mailer: 7020 1810 0000 1553 8214

Charter Communications / Spectrum

402 Main Street
Cañon City, CO 81212
Certified Mailer: 7020 1810 0000 1553 8221

Penrose Park and Recreation District

401 Park Place
Penrose, CO 81240
Certified Mailer: 7020 1810 0000 1553 8238

Penrose Water District

210 Broadway
Penrose, CO 81240
Certified Mailer: 7020 2450 0002 1852 8684

Parcel Map Check Report

Client: T. B. Minor
Subdivision **Prepared by: Crown Point Land Services**

Travis and Rebecca
 Jenkins Preparer George R Hall
 1575 7th Street P. O. Box 749
 Penrose, CO 81240 Cañon City, CO 81215-0749

Date: 12/22/2021

Parcel Name: Site 1 - Property: 1

Description:

Segment# 1: Line

Course: N0° 23' 21"W Length: 1,295.01'

Segment# 2: Line

Course: N89° 29' 30"E Length: 644.66'

Segment# 3: Line

Course: S0° 18' 32"E Length: 1,291.62'

Segment# 4: Line

Course: S89° 11' 23"W Length: 642.86'

Perimeter: 3,874.15'

Area: 832,571.30Sq.Ft.

Error Closure: 0.0096

Course: N40° 31' 39"E

Error North : 0.00727

East: 0.00622

Precision 1: 403,557.29

Parcel Name: Site 1 - Property: 2
Description:

Segment# 1: Line

Course: N89° 29' 30"E

Length: 644.66'

Segment# 2: Line

Course: S0° 23' 21"E

Length: 1,295.01'

Segment# 3: Line

Course: S89° 11' 23"W

Length: 642.86'

Segment# 4: Line

Course: N0° 28' 09"W

Length: 1,298.39'

Perimeter: 3,880.92'

Area: 834,755.04Sq.Ft.

Error Closure: 0.0061

Course: S30° 29' 34"E

Error North : -0.00528

East: 0.00311

Precision 1: 636,216.39

Parcel Name: Site 1 - Property: 3
Description:

Segment# 1: Line

Course: N0° 28' 09"W

Length: 1,298.39'

Segment# 2: Line

Course: N89° 29' 30"E

Length: 1,289.32'

Segment# 3: Line

Course: S0° 18' 32"E

Length: 1,291.62'

Segment# 4: Line

Course: S89° 11' 23"W

Length: 1,285.73'

Perimeter: 5,165.06'

Area: 1,667,326.34Sq.Ft.

Error Closure: 0.0020

Course: N19° 58' 17"W

Error North : 0.00185

East: -0.00067

Precision 1: 2,582,530.00



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

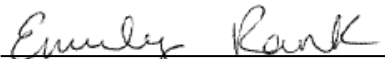
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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


Authorized Countersignature
Unified Title, a Division of Stewart
120 N. 9th St, Ste A
Canon City, CO 81212




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2016 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.: 1506488

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 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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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Unified Title, a Division of Stewart
 Issuing Office: 120 N. 9th St, Ste A, Canon City, CO 81212
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: 1506488
 Issuing Office File Number: 1506488
 Property Address: 1575 7th Street, Penrose, CO 81240
 Revision Number:

1. Commitment Date: November 18, 2021 at 8:00AM

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's T.B.D. Proposed Insured: To Be Determined	
(b) ALTA Loan T.B.D. Proposed Insured:	

3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:
Travis Jenkins and Rebecca Jenkins

5. The Land is described as follows:
See Exhibit "A" Attached Hereto

STATEMENT OF CHARGES

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

FOR INFORMATIONAL PURPOSES ONLY TITLE COMMITMENT \$300

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1506488

Lot 2, HAMMOCK SUBDIVISION, County of Fremont, State of Colorado.

For Informational Purposes Only: 1575 7th Street, Penrose, CO 81240

APN: R036121, 99904337

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1506488

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.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1506488

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

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

1. Any 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. All matters shown on the plat of HAMMOCK SUBDIVISION recorded June 2, 1999 [in Book 1371 at Page 644 as Reception No. 698543](#).
9. Terms, agreements, provisions, conditions and obligations as contained in United States Department of the Interior Bureau of Reclamation Colorado River Storage Project Curecanti-Midway Transmission Line Contract and Grant of Electric Transmission Line Easement recorded February 17, 1966 in [Book 474 at Page 509 as Reception No. 361998](#).
10. Terms, agreements, provisions, conditions and obligations as contained in Easement granted to the Beaver Park Water, Inc. recorded April 20, 1999 in Book 1365 as Reception No. 696175 and re-recorded April 29, 1999 in [Book 1367 at Page 117 as Reception No. 696761](#).

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

11. Terms, agreements, provisions, conditions and obligations as contained in deed conveyed to the County of Fremont recorded April 20, 1999 in [Book 1365 at Page 717 as Reception No. 696174](#).
12. Reserving, however, to the State of Colorado, all rights to any and all minerals, ores and metals of any kind and character, and all coal, asphaltum, oil, gas or other like substances in or under said land, the right of ingress and egress fro the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances as reserved in State Patent recorded February 21, 1962 in [Book 431 at Page 130 as Reception No. 339296](#).

FOR INFORMATIONAL PURPOSES ONLY: Deed recorded March 12, 2003 as Reception No. 764440.
Warranty Deed recorded March 21, 2016, [as Reception No. 937363](#).

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DISCLOSURES

Exhibit 21.1

File No.: 1506488

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 Unified 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.

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

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

Category	Examples	Collected?
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.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, 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, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, 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 Information

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.
- 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 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 of 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 in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

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

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- 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 for a business purpose:

- 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: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

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.

Deletion Request Rights

You have the right to request that Stewart delete any of your 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.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

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.

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. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

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.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

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

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

WARRANTY DEED

THIS DEED, Made this 16th day of March, 2016 between
Roger W. Hammock and Judy Lee Eells Hammock
of the County of Fremont and State of COLORADO, grantor, and
Travis Jenkins and Rebecca Jenkins

whose legal address is *PO Box 28, Avondale CO. 81022*
of the County of Fremont, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of Ninety-Five Thousand Dollars and No/100's (\$95,000.00), 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 grantees, their 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, and State of COLORADO, described as follows:

Lot 2, Hammock Subdivision

County of Fremont
State of Colorado

Doc Fee
\$ 9.50

also known by street and number as 1500 7th Street, Penrose, CO 81240

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, 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 grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected into the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated February 13, 2016, between the parties.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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 has executed this deed on the date set forth above.
SELLERS:

Roger W. Hammock

Roger W. Hammock

Judy Lee Eells Hammock

Judy Lee Eells Hammock 031616

STATE OF COLORADO
COUNTY OF Fremont

}ss:

The foregoing instrument was acknowledged before me this 16th day of March, 2016 by Roger W. Hammock and Judy Lee Eells Hammock

Jessica M Curtis

Notary Public

Witness my hand and official seal.
My Commission expires: *7/10/18*

JESSICA M CURTIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20024013505
MY COMMISSION EXPIRES JULY 10, 2018





696175 04/20/1999 10:10A B1365 P718 173
1 of 1 R 6.00 D 0.00 N 0.00 FREMONT COUNTY, CO



696761 04/29/1999 11:25A B1367 P117 173
1 of 1 R 6.00 D 0.00 N 0.00 FREMONT COUNTY, CO

EASEMENT

KNOW ALL MEN BY THESE PRESENTS That the undersigned Roger W. Hammock and Paul A. Hammock, of the County of Fremont, State of Colorado, hereinafter called the "grantor", in consideration of the sum of One Dollar and other valuable consideration, to the undersigned in hand paid by Beaver Park Water, Inc. which controls, manages and operates a water system in the County of Fremont, and State of Colorado, the receipt and sufficiency whereof is hereby acknowledged, hereby grants to Beaver Park Water, Inc., herein after called the "grantee", its successors and assigns, the perpetual easement or right-of-way to construct, maintain, change, renew and operate a subsurface irrigation pipeline or pipelines and appurtenances thereto, for the conveyance and carriage of water over, upon, along and under a parcel of land owned by the grantor in the County of Fremont, State of Colorado, to wit:

v. 173
173
173

A fifty-foot wide strip of land containing an existing underground irrigation line, twenty five feet on each side of the following described centerline:

Commencing at a point on the West line of the Southeast 1/4, of the Southeast 1/4 of Section 34, Township 18 South, Range 68 West, of the Sixth Principal Meridian, from which the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 34 bears N0°08'33"W (Bearings are based upon the South Line of the Southeast 1/4 of said Section 34, Township 18 South, Range 68 West, Sixth P.M. Monumented on the West end with a 30" #6 Rebar with a 2-1/2" aluminum cap marked PLS 28651, and on the East end with a 4"x4" concrete stone with an affixed aluminum cap marked PLS 28651, assumed to bear N89°30'53"E) a distance of 558.00 feet, thence S68°E a distance of 265 feet, thence, along the arc of a curve to the left whose radius is 477.47 feet and whose central angle is 24°, a distance of 200.00 feet, thence N88°E a distance of 60 feet, thence, along the arc of a curve to the right whose radius is 197.57 feet and whose central angle is 87°, a distance of 300.00 feet, thence S5°E a distance of 310.93 feet, thence along the arc of a curve to the left whose radius is 572.96 feet and whose central angle is 18°25'53", a distance of 184.32 feet, to a point on said South line of the Southeast 1/4 of the Southeast 1/4 of Section 34, said point bears S89°30'53"W and 539.77 feet from the Southeast corner of said Section 34.

MB

Together with the right of ingress to and egress from said land for the foregoing purposes, and also to make temporary openings in or temporarily remove fences to permit such ingress or egress.

As further consideration, the grantee herein, acknowledges that this easement, or right-of-way supercedes all previous easements or right-of-ways, whether recorded or not, and that the easement or right-of-way granted herein, represents the only easement or right-of-way of Beaver Park Water, Inc., over in and through said Southeast 1/4 of the Southeast 1/4 of said Section 34.

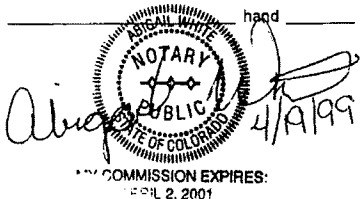
TO HAVE AND TO HOLD said land unto the grantee, its successors and assigns, and warrants title to same.

The grantor covenants and agrees for himself, his heirs and assigns, not to erect any building or structure within the limits of said land, and the grantee, its successors and assigns, shall have the right to remove, at grantor's expense, objects interfering with the construction, maintenance, operation, control and use of said water main or water mains.

The easement or right-of-way hereby granted is subject to the right of the grantor, his heirs and assigns, to pass over, across, along and upon said land and otherwise use the surface thereof, provided such passage and use shall not be inconsistent or interfere with the use of said land by the grantee, its successors and assigns, for the purposes aforesaid.

The word "grantor" wherever used in this instrument shall mean, include and apply to the feminine and neuter genders as well as the masculine gender, and the plural as well as the singular.

WITNESS _____ hand _____ and seal _____ this 19th April day of 1999.



Roger W. Hammock
Roger W. Hammock
Roger W. Hammock
Roger W. Hammock (P.O.A.) for Paul A. Hammock

WITNESS _____ hand _____ and seal _____ this _____ day of _____, 199__.

Gary Rathovich
Beaver Park Water, Inc.
John H. Sanderson
Beaver Park Water, Inc.

STATE OF Colorado)
COUNTY OF Pueblo) ss

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by Roger W. Hammock and Roger W. Hammock, P.O.A. for Paul A. Hammock
My commission expires April 2, 2001

WITNESS my hand and official seal.
Abigail White
Notary Public.

EASEMENT

10:10A
6.00
173

KNOW ALL MEN BY THESE PRESENTS That the undersigned Roger W. Hammock and Paul A. Hammock, of the County of Fremont, State of Colorado, hereinafter called the "grantor", in consideration of the sum of One Dollar and other valuable consideration, to the undersigned in hand paid by Beaver Park Water, Inc. which controls, manages and operates a water system in the County of Fremont, and State of Colorado, the receipt and sufficiency whereof is hereby acknowledged, hereby grants to Beaver Park Water, Inc., herein after called the "grantee", its successors and assigns, the perpetual easement or right-of-way to construct, maintain, change, renew and operate a subsurface irrigation pipeline or pipelines and appurtenances thereto, for the conveyance and carriage of water over, upon, along and under a parcel of land owned by the grantor in the County of Fremont, State of Colorado, to wit:

A fifty-foot wide strip of land containing an existing underground irrigation line, twenty five feet on each side of the following described centerline:

Commencing at a point on the West line of the Southeast 1/4, of the Southeast 1/4 of Section 34, Township 18 South, Range 68 West, of the Sixth Principal Meridian, from which the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 34 bears N0°08'33"W (Bearings are based upon the South Line of the Southeast 1/4 of said Section 34, Township 18 South, Range 68 West, Sixth P.M. Monumented on the West end with a 30" #6 Rebar with a 2-1/2" aluminum cap marked PLS 28651, and on the East end with a 4"x4" concrete stone with an affixed aluminum cap marked PLS 28651, assumed to bear N89°30'53"E) a distance of 558.00 feet, thence S68°E a distance of 265 feet, thence along the arc of a curve to the left whose radius is 477.47 feet and whose central angle is 24°, a distance of 200.00 feet, thence N88°E a distance of 60 feet, thence along the arc of a curve to the right whose radius is 197.57 feet and whose central angle is 87°, a distance of 300.00 feet, thence S5°E a distance of 310.93 feet, thence along the arc of a curve to the left whose radius is 572.96 feet and whose central angle is 18°25'53", a distance of 184.32 feet, to a point on said South line of the Southeast 1/4 of the Southeast 1/4 of Section 34, said point bears S89°30'53"W and 539.77 feet from the Southeast corner of said Section 34.

173

Together with the right of ingress to and egress from said land for the foregoing purposes, and also to make temporary openings in or temporarily remove fences to permit such ingress or egress.

As further consideration, the grantee herein, acknowledges that this easement, or right-of-way supercedes all previous easements or right-of-ways, whether recorded or not, and that the easement or right-of-way granted herein, represents the only easement or right-of-way of Beaver Park Water, Inc., over in and through said Southeast 1/4 of the Southeast 1/4 of said Section 34.

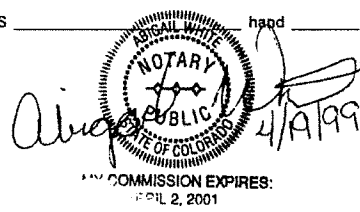
TO HAVE AND TO HOLD said land unto the grantee, its successors and assigns, and warrants title to same.

The grantor covenants and agrees for himself, his heirs and assigns, not to erect any building or structure within the limits of said land, and the grantee, its successors and assigns, shall have the right to remove, at grantor's expense, objects interfering with the construction, maintenance, operation, control and use of said water main or water mains.

The easement or right-of-way hereby granted is subject to the right of the grantor, his heirs and assigns, to pass over, across, along and upon said land and otherwise use the surface thereof, provided such passage and use shall not be inconsistent or interfere with the use of said land by the grantee, its successors and assigns, for the purposes aforesaid.

The word "grantor" wherever used in this instrument shall mean, include and apply to the feminine and neuter genders as well as the masculine gender, and the plural as well as the singular.

WITNESS _____ hand _____ and seal _____ this 10th April day of April, 1999.


NOTARY PUBLIC
STATE OF COLORADO
COMMISSION EXPIRES: APRIL 2, 2001
4/19/99

Roger W. Hammock
Roger W. Hammock
Roger W. Hammock
Roger W. Hammock (P.O.A.) for Paul A. Hammock

WITNESS _____ hand _____ and seal _____ this _____ day of _____, 199__.

Beaver Park Water, inc.

Beaver Park Water, inc.

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 199__, by _____

My commission expires _____

WITNESS my hand and official seal.

Notary Public.



Fremont County Department of Transportation

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

1.3.2022

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

RE: MS 21-009 TB Jenkins

Dear Mr. Simpleman,

The FCDOT has reviewed the application and we have the following requirement:

- The applicant will need to submit a driveway access permit for each lot when developed.

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

Sincerely,

Tony Adamic

Tony Adamic
FCDOT Director



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 T. B. Minor Subdivision

2. Project Description Lot 2, Hammock Subdivision

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:
7th and P Street (1575 7th Street, Penrose, CO 81240)
 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 Volunteer Fire District, 207 Broadway, Penrose, CO 81240

5. The source of water for fire protection is:

--- Water District – Name of District: Penrose Water 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? From the corner
located at 7th and P Street it is 10 feet to the nearest fire hydrant.

7. What public roadways provide access to the subject property? _____
7th Street

8. How many accesses to public roadways will the subject property have? _____
One (1)

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. _____

10. What are the existing and or proposed interior roadway names? _____
Not Applicable

11. Is the subject property located within a fire protection district? Yes --- No
If yes, please provide the district name: Penrose Volunteer Fire District

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: _____

NONE

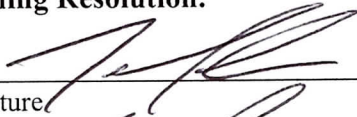
By signing this Application, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

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.

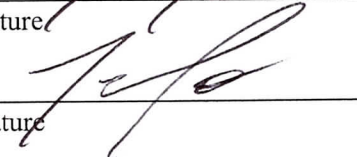
Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

Travis and Rebecca Jenkins
Applicant Printed Name


Signature

12-16-21
Date

Travis and Rebecca Jenkins
Owner Printed Name


Signature

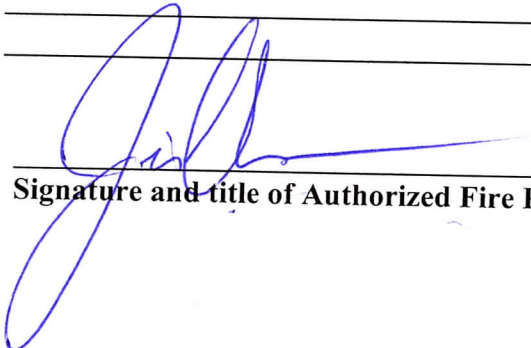
12-16-21
Date

FIRE PROTECTION AUTHORITY INFORMATION

1. The name of the fire protection authority is: Florence Fire District
2. Name of contact person: Bill Ritter
 Title: District Chief Telephone: 719-280-3811
3. The name and address of the responding fire station is: Penrose Vol fire
Florence Fire District
4. The distance from the subject property, by public roadway, to the responding fire station is: 3 miles
5. The estimated response time to the subject property is: 8 mins
6. The location of the closest fire hydrant to the subject property is: 7th & P St
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: _____
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: _____
11. What are the wildfire hazard classifications for the subject property, as prepared by the Colorado State Forest Service? n/a

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.**

Multiple horizontal lines provided for handwritten input.


Signature and title of Authorized Fire Protection Representative

12/18/2021
Date

S89°29'30"W 1289.32'

N89°29'30"E 644.66'

LOT 2
HAMMOCK SUBDIVISION
(Original Lot)

1668326.34 sqft
38.28 Acres

T.B. MINOR SUBDIVISION

A VACATION AND REPLAT OF T 2, HAMMOCK SUBDIVISION
in the SE 1/4 SECTION 34,
TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO

LOT 1
JENKINS MINOR SUBDIVISION
(New Lot 1)

832571.30 sqft
19.11 Acres

N0°23'21"W 1295.01'

L=300.00
R=197.57

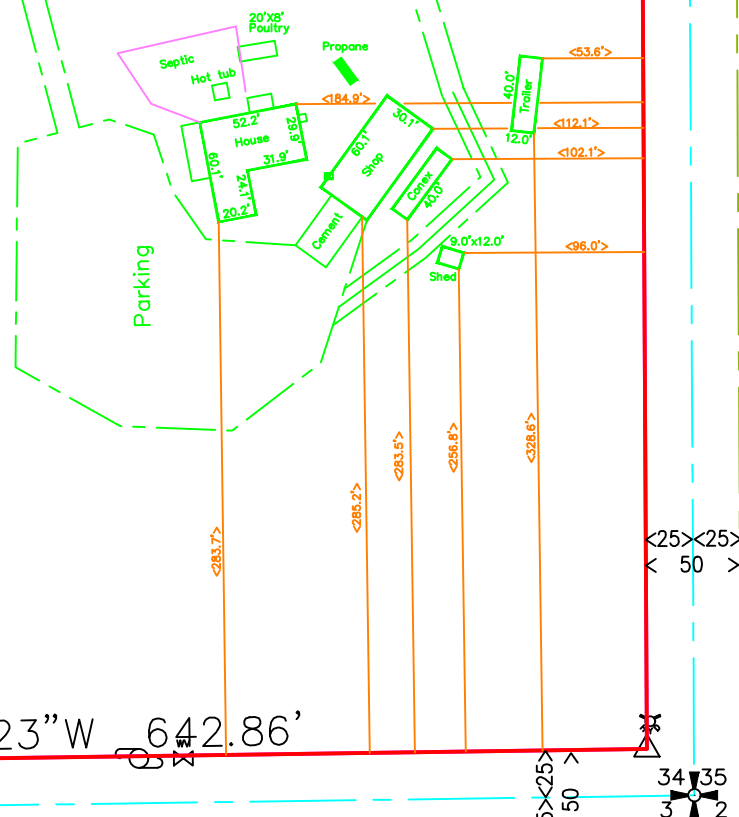
N42°54'41.00"E
169.300'

N27°53'16.00"E
334.450'

N48°56'41.00"E
325.910'

Beaver Park Water, INC
Easement
Book 1367, Page 117

10' Wide Gravel Driveway
L=184.32
R=572.96
Drainage Easement



N0°18'32"W 1291.62'

P Street

S89°11'23"W 642.86'

N89°11'23"E 1285.73'

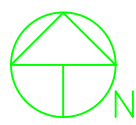
T18S R68W 6th P.M.
T19S R68W 6th P.M.

{ Basis of Bearings }

Seventh (7th) Street

Travis
Client:
1506488
Title Commitment No.:
2021258jenkins
File name:
county
Ordered by:

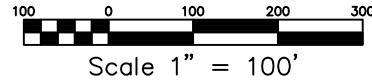
"Land Survey Plat" as defined in the Colorado Revised Statutes
"means a plat which shows the information developed by a monumented
land survey, including any conflicting boundary evidence, which plat
is suitable for recording pursuant to Section 38-51-102."



Scale 1" = 100'

Crown Point Land Services

719-275-5005 PHONE 391 Arrowhead Dr., Florissant, CO 80816



T. B. MINOR SUBDIVISION

A VACATION AND REPLAT OF LOT 2, HAMMOCK SUBDIVISION
in the SE1/4SE1/4 SECTION 34,
TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS that

Travis Jenkins
Rebecca Jenkins

are the owners of the following described land:

TO WIT

Lot 2, Hammock Subdivision, according to the recorded plat
County of Fremont, State of Colorado
Containing 1,667,326.34 SQ FT or 38.28 Acres more or less.

DEDICATION I

Travis Jenkins
Rebecca Jenkins

being the owner(s) of the above-described land being platted and/or
subdivided in Fremont County, Colorado, under the name of

T. B. MINOR SUBDIVISION

have laid out, platted and/or subdivided the same as shown on this plat
and do hereby dedicate to the public at large the streets, alleys, roads and
other public areas as shown hereon and hereby dedicate those portions of
the land labeled as easements for the installation and maintenance of
public utilities as show hereon. The sole right to assign use or vacate is
vested with the Board of County Commissioners.

In witness whereof

Travis Jenkins

has subscribed his name this _____ day of _____, A.D. 20____

By Travis Jenkins

Rebecca Jenkins

has subscribed her name this _____ day of _____, A.D. 20____

By Rebecca Jenkins

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this
____ day of _____, A.D., 20____ by

Travis Jenkins
Rebecca Jenkins

My commission expires _____

My address is _____

Witness my hand and official seal _____
Notary Public

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

The undersigned Chairman of the Board of County Commissioners of
Fremont County, Colorado hereby certifies that this plat was approved
and all roads, streets and easements are hereby accepted provided,
however, that such acceptance shall not in any way be considered as an
acceptance for maintenance purposes. Maintenance of, or snow removal
from said road or streets shall be only upon a separate resolution of the
Board of the County Commissioners.

Chairman, Fremont County Board of Commissioners

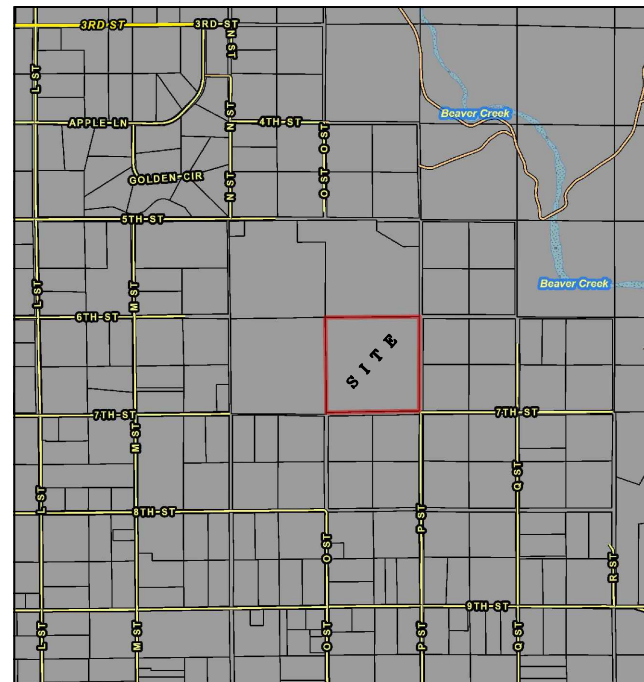
Date

REGISTERED LAND SURVEYOR'S CERTIFICATE

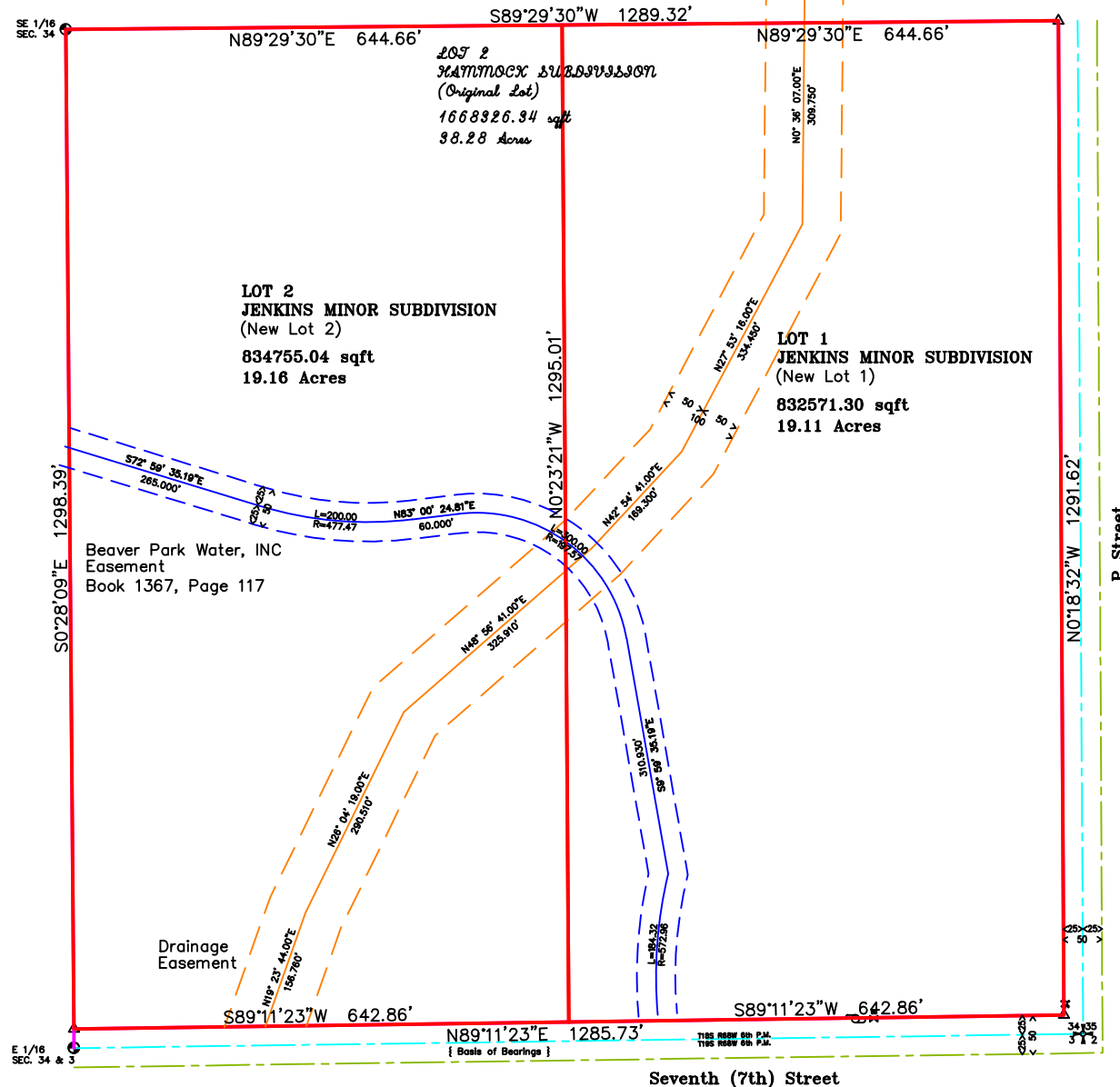
I, George R Hall, a licensed land surveyor in the State of Colorado
do hereby certify that this plat has been prepared under my direction
in accordance with the Colorado Revised Statutes, as amended, and that
this plat does accurately show the described tract of land and the
subdivision thereof, to the best of my knowledge and belief. I further
certify that any portion(s) of this property which do lie within the designated
flood hazard area as shown on the F.E.M.A. F.I.R.M. maps are accurately
shown hereon.

George R Hall, PLS # 38118

Date



VICINITY MAP
not to scale



COUNTY CLERK AND RECORDERS STATEMENT

State of Colorado

County of _____

This plat was filed for record in the office of the County Clerk

and Recorder of _____ County, Colorado

at _____ M., on _____ day of _____, 20____ A.D.

under Reception No. _____

County Clerk and Recorder

EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the
plat, with the sole responsibility for maintenance being vested with the
adjacent property owners except as otherwise noted, all interior lot lines
are subject to a five (5) foot easement on both sides of lot lines. Exterior
subdivision boundary is subject to a ten (10) foot easement.

NOTICE
In Colorado law you must compensate any legal action based on any defect in
this plat, which shall have been filed in the office of the County Clerk and
Recorder of the State of Colorado, within the time specified in the plat, and
any party who knowingly ignores, alters or delays any Public Land Survey Monument
shall be liable to the State of Colorado for the cost of the monument.
NEEDS TO BE FILED WITHIN 90 DAYS OF RECORDING IN THE COUNTY CLERK'S OFFICE.
GENERAL UNITS
Used with a U.S. Survey foot = 1.00' = 12 inches

Crown Point Land Services
719-275-5005 Office 301 Arrowhead Drive
P.O. Box 749 Fortran, CO 80816
Canon City, CO 81215-0749 crown.land@outlook.com

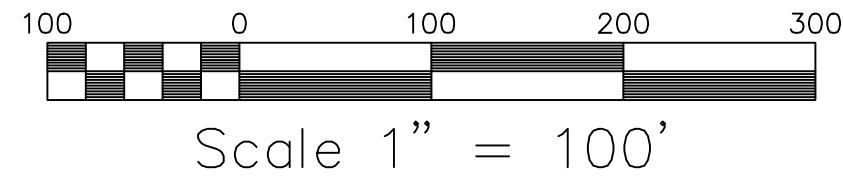
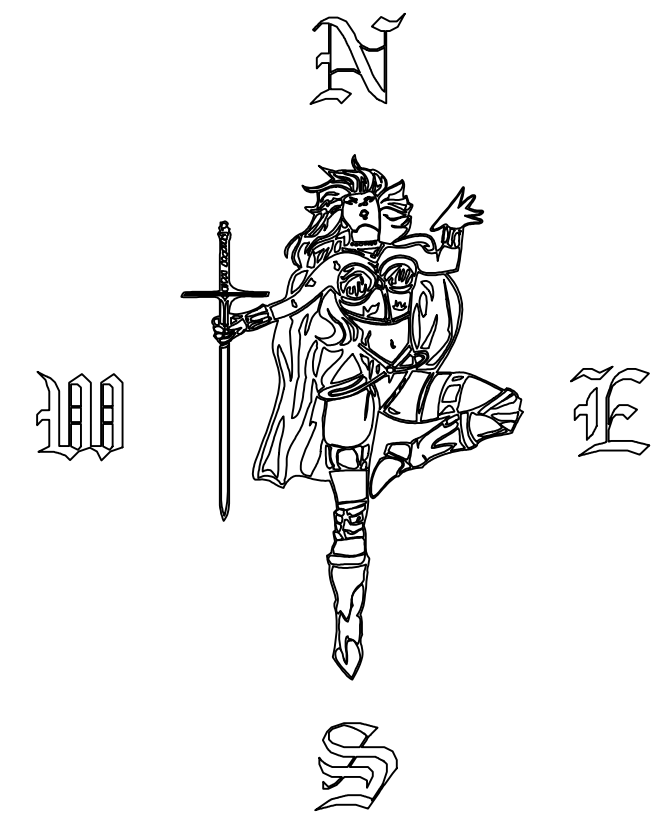
NOTICE
This survey does not constitute a title search by Crown Point Land Services to determine
ownership or easements of record. For all information regarding easements, right of way
and title of record, we relied upon Title Commitment No. 1506488 prepared by
Unified Title Company, A Division of Stewart Title Company, dated 12/01/2021.

BASES OF BEARINGS:

Bearings based on the South line of Lot 2, of Hammock Subdivision,
(N 89°11'23" E) Both corners being a found rebar and cap.

DRAWN BY: TYC & GRH
CLIENT: Travis and Rebecca Jenkins
FILENAME: 2021258Jenkins
DATE: 12/22/2021

Client: Travis and Rebecca Jenkins
P. O. Box 565
Penrose, Colorado 81240



T. B. MINOR SUBDIVISION

A VACATION AND REPLAT OF LOT 2, HAMMOCK SUBDIVISION
in the SE1/4SE1/4 SECTION 34,
TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO

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Rebecca Jenkins

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and do hereby dedicate to the public at large the streets, alleys, roads and
other public areas as shown hereon and hereby dedicate those portions of
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public utilities as show hereon. The sole right to assign use or vacate is
vested with the Board of County Commissioners.

In witness whereof

Travis Jenkins

has subscribed his name this _____ day of _____ A.D. 20____

By Travis Jenkins

Rebecca Jenkins

has subscribed her name this _____ day of _____ A.D. 20____

By Rebecca Jenkins

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this
_____ day of _____ A.D. 20____ by

Travis Jenkins
Rebecca Jenkins

My commission expires _____

My address is _____

Witness my hand and official seal, _____
Notary Public

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

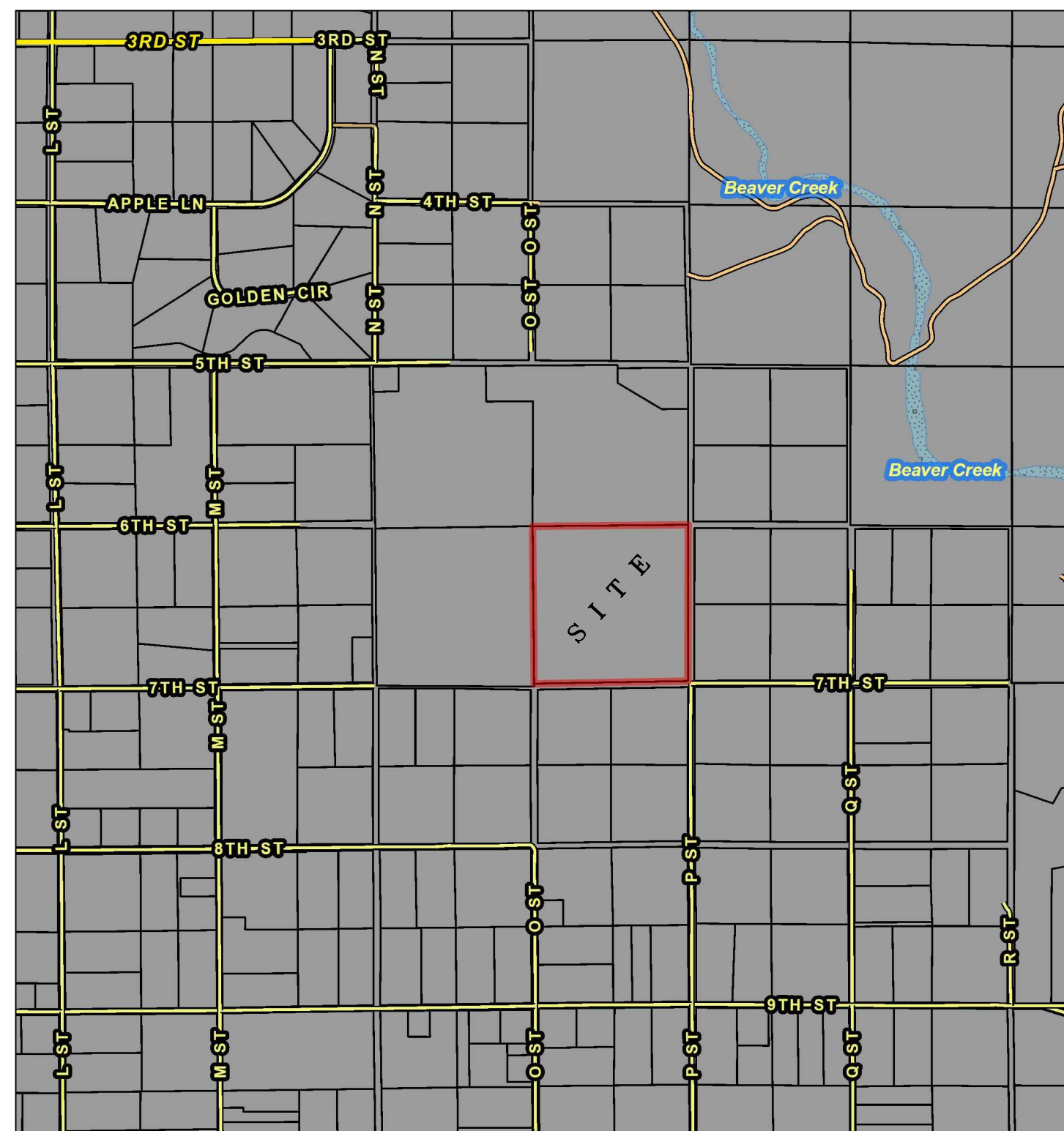
The undersigned Chairman of the Board of County Commissioners of
Fremont County, Colorado hereby certifies that the plat was approved
and all roads, streets and easements are hereby accepted provided,
however, that such acceptance shall not in any way be considered as an
acceptance for maintenance purposes. Maintenance of, or snow removal
from said road or streets shall be only upon a separate resolution of the
Board of the County Commissioners.

Chairman, Fremont County Board of Commissioners Date

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, George R Hall, a licensed land surveyor in the State of Colorado
do hereby certify that this plat has been prepared under my direction
in accordance with the Colorado Revised Statutes, as amended, and that
this plat does accurately show the described tract of land and the
subdivision thereof, to the best of my knowledge and belief. I further
certify that any portion(s) of this property which do lie within the designated
flood hazard area as shown on the F.E.M.A. F.I.R.M. maps are accurately
shown hereon.

George R Hall, PLS # 38118 Date



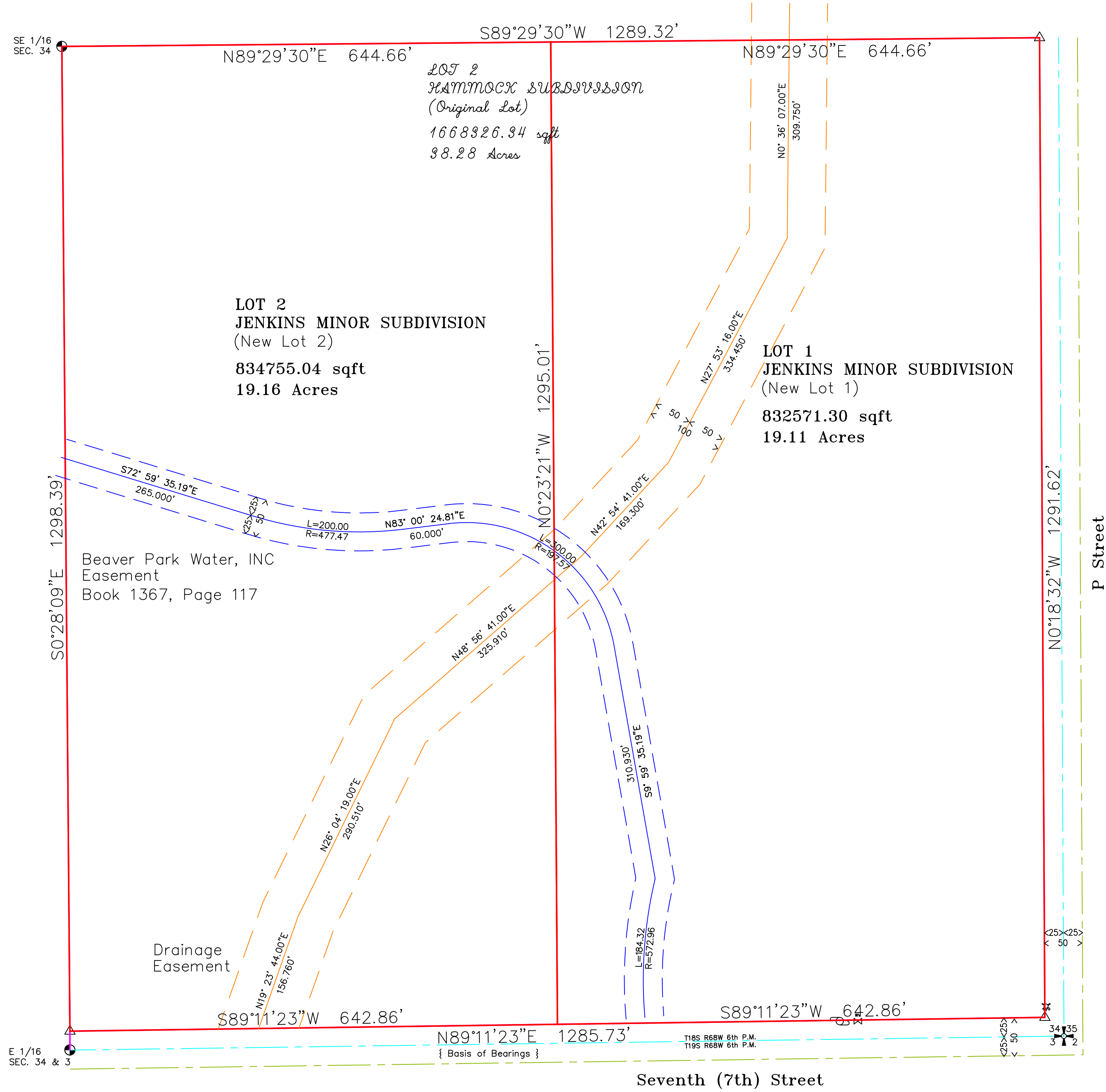
VICINITY MAP
not to scale

COUNTY CLERK AND RECORDERS STATEMENT

State of Colorado }
County of _____ }
This plat was filed for record in the office of the County Clerk
and Recorder of _____ County, Colorado
at _____ M., on _____ day of _____, 20____ A.D.
under Reception No. _____
County Clerk and Recorder

EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the
plat, with the sole responsibility for maintenance being vested with the
adjacent property owners except as otherwise noted, all interior lot lines
are subject to a five (5) foot easement on both sides of lot lines. Exterior
subdivision boundary is subject to a ten (10) foot easement.



DRAWN BY: TYC & GRH
FILENAME: 2021258Jenkins
DATE: 12/22/2021

Client: Travis and Rebecca Jenkins
P. O. Box 585
Penrose, Colorado 81240

NOTICE
According to Colorado law you must commence any legal action based on any defect in
this survey within three years after you first discover such defect. In no event may any
legal action based upon any defect in this survey be commenced more than ten years from
the date of certification shown hereon.
Any person who knowingly removes, alters or defaces any Public Land Survey Monument
or Land Boundary Monument or Recordors Commission's Class 121 monument
pursuant to Colorado State Statute 18-6505, of the Colorado Revised Statutes
LINEAL UNITS
Lineal units = U.S. Survey foot = 1.00" = 12 inches

Crown Point Land Services
719-275-5005 Office 391 Arrowhead Drive
P.O. Box 749 Florissant, CO 80816
Canon City, CO 81215-0749 crown.land@outlook.com

NOTES
This survey does not constitute a title search by Crown Point Land Services to determine
ownership or easements of record. For all information regarding easements, right of way
and title of record, we relied upon Title Commitment No. 1506488 prepared by
Unified Title Company, A Division of Stewart Title Company, dated 12/01/2021.


BASIS OF BEARINGS:
Bearings based on the South line of Lot 2, of Hammock Subdivision,
(N 89°11'23" E) Both corners being a found rebar and cap.

QUIT CLAIM DEED

10:10 A
6.00
319

THIS DEED, Made this 19th day of April, 1999
Between Roger W. Hammock and Paul A Hammock
Of the County of Fremont and State of Colorado, grantor(s), and
The County Of Fremont, whose legal address is
615 Macon Avenue, Canon City, Colorado 81212,
of the County of Fremont and State of Colorado, grantee(s).

STATE DOCUMENTARY FEE	
Date	<u>APR 20 1999</u>
Amount \$	<u>0</u> <u>EX</u>


696174 04/20/1999 10:10A B1365 P717 319
1 of 1 R 6.00 D 0.00 N 0.00 FREMONT COUNTY, CO

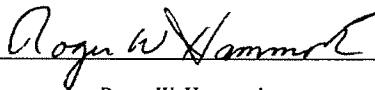
WITNESSETH, That the grantor(s), for and in consideration of the sum of ONE DOLLAR(S) the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee(s), their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado, described as follows:

BEGINNING at the East ¼ corner of Section 34, Township 18 South, Range 68 West, of the Sixth Principal Meridian, thence N89°51'29"W (Bearings are based upon the South Line of the Southeast ¼ of said Section 34, Township 18 South, Range 68 West, of the Sixth P.M., monumented on the West end with a 30" #6 Rebar with 2-1/2" aluminum cap marked PLS 28651, and on the East end with a 4"x 4" concrete stone with an affixed aluminum cap marked PLS 28651, assumed to bear N89°30'53"E) a distance of 619.71 feet along the North line of the Northeast ¼ of the Southeast ¼ of said Section 34, thence S0°08'31"W a distance of 25.00 feet, thence S89°51'29"E a distance of 594.76 feet, thence S0°01'39"W a distance of 2,583.86 feet, thence S89°30'53"W a distance of 1,285.96 feet, thence S0°08'33"E a distance of 25.00 feet to the Southwest corner of the Southeast ¼ of said Southeast ¼ of Section 34, thence N89°30'53"E a distance of 1,310.89 feet along the South line of said Southeast ¼ of Section 34 to the Southeast corner of said Southeast ¼ of Section 34, thence N0°01'39"E a distance of 2,633.59 feet along the East line of said Southeast ¼ of Section 34 to the Northeast corner of said Southeast ¼ of Section 34, said point being the East ¼ corner of Section 34 and the **POINT OF BEGINNING**.

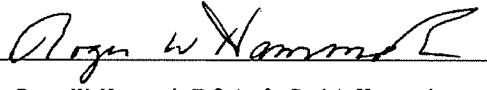
mb

Said Parcel contains 2.59 acres, more or less.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), their heirs and assigns forever. 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) have executed this deed on the date set forth above.



Roger W. Hammock

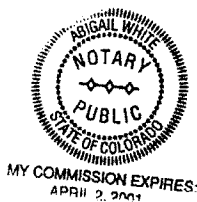


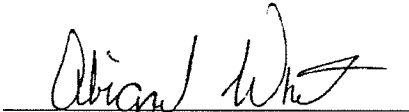
Roger W. Hammock (P.O.A.) for Paul A. Hammock

STATE OF COLORADO)
COUNTY OF FREMONT) ss.

The foregoing instrument was acknowledged before me this 19th day of April, 1999,
by

My commission expires: April 2, 2001 Witness my hand and official seal.





NOTARY PUBLIC

7-1522 (12-62) 361998 Filed for record thss 17 day of February ⁷⁷⁵ A.D. 1966
at 10:53 AM Mary J. McDonough, Recorder
Book 474 Page 509 Mayme Morrison, Deputy \$7.75

Parcel No. CMid-126a(P)

Contract No. 14-06-400-4364

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation



COLORADO RIVER STORAGE PROJECT CURECANTI-MIDWAY TRANSMISSION LINE

CONTRACT AND GRANT OF ELECTRIC TRANSMISSION LINE EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 17th day of January, 19 66, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, represented by the officer executing this instrument, his duly appointed successor, or his duly authorized representative, hereinafter called the contracting officer, and WILLIAM P. HAMMOCK and ALICE E. HAMMOCK, his wife.

hereinafter collectively referred to as vendor:

WITNESSETH:

The following grant and mutual covenants by and between the parties:

1. For the consideration hereinafter expressed, vendor does hereby grant unto the United States, its successors and assigns, a perpetual easement to construct, operate and maintain one electric transmission line, consisting of a single row of structures supporting one or more electric power circuits of the United States, together with all poles, towers, crossarms, cables, wires, guys, supports, fixtures, and such other structures, installations and facilities used in the construction, operation and maintenance of said transmission line, across the following described land situated in the County of Fremont, State of Colorado, to wit:

(See attached continuation sheet of Article 1 for Land description.)

2. The grant of easement herein contained shall include the perpetual right of ingress and egress over said premises to construct, operate and maintain said transmission line, together with the present and future right to clear said right-of-way or to trim trees to the extent deemed necessary by the contracting officer to protect the rights and privileges herein granted, and to keep the same clear of brush, timber, inflammable structures and fire hazards, provided that fire hazards shall not be interpreted to include growing crops. All brush, timber or inflammable structures removed pursuant to the terms hereof shall become the property of the United States and may be disposed of by sale, burning, or otherwise; Provided, That said rights shall only be exercised in such a manner that no fire hazard shall be created thereby. The vendor, his successors, or assigns shall have the right to cultivate, use and occupy said premises for any purposes which will not, by the determination of the contracting officer, constitute a hazard to life or limb, interfere with any of the rights and privileges herein granted to the United States, or endanger any of its property, but said right of cultivation, use and occupancy shall not extend to or include the erection of any structure on, or the drilling of wells in, or permission to the public to use any part of said premises without advance written permission from the contracting officer. The United States shall exercise due care and diligence in the exercise of the rights and privileges herein granted to it. In case of permanent abandonment of said transmission line, the easement herein granted shall end, cease, and determine and title shall revert to the then owner and all structures owned by the United States, its successors or assigns, shall be removed. Upon permanent abandonment of the right-of-way by the United States, the vendor, his successors or assigns, shall be given written notice of such abandonment.

3. The grant of easement herein contained is subject to all rights-of-way of any nature whatsoever of record or in use, and mineral rights outstanding in third parties of record or in use.

4. It is a condition precedent to the payment to the vendor of the sum named herein that the title to the premises described herein shall be vested in the vendor, subject only to the interest of the United States hereunder and to the matters set out in Article 3 hereof and to such other defects, interest, or encumbrances as may be acceptable to the United States.

5. It is understood and agreed that if the United States determines that the interest described herein should be the subject of acquisition through judicial procedure, either to procure a safe title or for any other reason, then the compensation to be claimed by the vendor and the award to be made for said interest in said proceeding shall be the consideration herein provided.

(Continuation Sheet of Article 1)

Parcel No. CH10-126a(P)

A strip of land in the NE 1/4 SE 1/4 of Section 34, Township 18 South, Range 68 West, Sixth Principal Meridian, 125.0 feet wide and included between two lines each extending to adjacent property lines being 62.5 feet left or Easterly and 62.5 feet right or Westerly from the following described centerline measured at right angles or radially thereto.

Beginning at a point on the North line of said NE 1/4 SE 1/4 of Section 34, 2698.4 feet North and 847.2 feet West of the Southeast corner of said Section 34; thence S. 59°20' E. 996.8 feet to a point on the East line of said Section 34, 2190.0 feet Northerly from said Southeast corner of Section 34.

DESCRIPTION CERTIFIED CORRECT

BY *[Signature]* Name Date 11-12-5

6. Vendor warrants that no person or agency has been employed 512 or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

7. As complete consideration for the above grant of easement, the United States agrees to pay vendor the sum of Two Hundred - Twenty-Five and No/100 Dollars (\$ 225.00), and the vendor agrees that the United States may deduct \$ 1.55 therefrom to purchase Internal Revenue Documentary Stamps to affix to this contract and grant of easement for and on behalf of the vendor. The United States also agrees if damage occurs to drainage tile, fences, crops, trees, vines, seedlings or other improvements within said right-of-way as a result of and during the construction, operation and maintenance of the transmission line, payment will be made by the United States to the owner or owners thereof on the basis of an appraisal approved by the Secretary of the Interior or his duly authorized representative.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By W. W. Winsten G. A. Ferguson
 ACTING Regional Director
 Bureau of Reclamation - Region 4

Vendor

William P. Hamrock
 Vendor

Oliver C. Hamrock
 Vendor

Vendor

ACKNOWLEDGMENT

State of Colorado)
County of Fremont) ss.

On this 17th day of January, 1966, personally appeared before me William C. Hammock and Alice E. Hammock, and I was to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



John H. Leonard
Notary Public in and for the
State of Colorado
Residing at Canon City
My commission expires
March 12, 1968

361998

I hereby certify that
this instrument was filed for record in my office
Feb. 17, 1966, at 10:58 a.m.
and duly recorded in Book 474, Page 519
Mary I. McDonough, Recorder.
By Mary I. McDonough Deputy
7.75

SEPTIC DESIGN AND SPECIFICATIONS

PREPARED FOR:

**Travis Jenkins
1500 7th Street
Penrose, Fremont County, Colorado
April 20, 2016
Job No.
16SEP006FC**

SITE DESCRIPTION

1500 7TH STREET
FREMONT COUNTY, COLORADO
SEE INFORMATION SUPPLIED

RECEIVED

OCT 31 2016

FREMONT COUNTY BUILDING DEPT.

SITE DIMENSIONS

SEE ENCLOSED SKETCH

FACILITY INFORMATION

3 BEDROOMS

MAXIMUM SEWAGE FLOW

MAXIMUM SEWAGE FLOW
NUMBER OF PERSONS IS SIX (WHICH IS BASED ON A 2 PERSON PER BEDROOM). THIS
YIELDS A 6 X 75 GPD = 450 GPD

FIELD TEST DATA

HOLE NO.	DEPTH -INCHES	PERCOLATION RATE (MIN/INCH)
1	36"	10.0
2	36"	8.0
3	36"	10.0
AVERAGE PERCOLATION RATE:		9.4

SOIL CLASSIFICATION

Note 1:

- 0-4' Fractured Shale
- 4'-6' Layered Shale
- 6' Refusal

SEPARATION DISTANCES²

Septic and Leachfield (the system) will meet all separation distances listed in Table 7-1 of the Regulation page 55.

Note: FREMONT COUNTY ON-SITE WASTEWATER TREATMENT SYSTEM (OWTS) REGULATIONS (THE REGULATION) APPLY.

REQUIRED ABSORPTION AREA

The regulation was adhered to in the preparation of this report. LTAR=0.8

A = REQUIRED ABSORPTION AREA IN SQUARE FEET

A = Design Flow (in gallons per day)

LTAR (in gallons per day per square foot)

LTAR = Long-term acceptance rate: (LTAR) per Table 10-1²

$$A = 450 / 0.8 = 562.5 \text{ Sq. Ft.}$$

TOTAL LEACH FIELD AREA FOR PIPE IN GRAVEL

562.5 SQ. FT.

RECOMMENDATIONS

SEPTIC TANK SIZE 1000 GALLONS

Note: The septic tank must meet all requirements of the regulation.³

LEACH FIELD 562.5 SQ. FT.

NOTE: In lieu of a leach field or trench system, the infiltrator system may be used as follows:

Quick 4' are 3 ft X 4ft = 12 ft²

Trench:

562.5 X .7 = 394 Sq. Ft. (Minimum)

300 / 12 = 33 Infiltrators

Bed:

Number of Quick4 infiltrators = 562.5 ft² X 1.2 (TBL 10-2) X 0.7 (TBL 10-3) / 12 ft²

= **40 Infiltrators**

Square Feet = 473 ft²

SPECIFICATIONS:

GENERAL:

See "The Regulation" for all requirements

SEPTIC TANK:

See the regulation pages 45-50 and Table 9-1.

PLUMBING CODES:

See the regulation page 45.

² The Regulation Table 10-1 pg. 70.

³ Ibid.; Table 9-1, pg. 61

SPECIFICATIONS: (CONTINUED)

Pipe Standards and Bedding Requirements
See the regulation pages 64-65.

LEACH FIELD:

Bed System

- (1) Maximum width for a bed must be 12 feet, unless the bed receives effluent meeting Treatment Level 2 quality or better.
- (2) The separating distance between beds must be a minimum of six feet sidewall-to-sidewall.
- (3) The separating distance between parallel distribution lines in an absorption bed must not exceed six feet and a distribution line must be located within three feet of each sidewall and endwall of the absorption bed.
- (4) The bed will have **40 Infiltrators (Quick 4s) and be 473 ft²**
See also pages on beds 33, 57, drop boxes, etc.

Trench System shall be constructed per The Regulations.

1. Trench will be a minimum of 100 feet from any water well.
2. Trench will have **33 Quick4** infiltrators.
3. Will be no less than **394 square feet with 25 Quick4 infiltrators.**

General:

- 1. If any water bodies, streams, etc. are on the property, a liner will be used on that side of the trenches or bed.**
2. An Inspection Port shall be installed on the end of each run.
3. All activity will be restricted above the leach field (i.e., no vehicle or heavy equipment traffic) and the Leach Field will have permanent markers to denote its location.
4. The surface over the Leach Field/trench will be graded to deflect precipitation or other outside water from the disposal area and it shall be protected from erosion.
5. Soil cover will be 10 inches over the Leach Field and will be suitable for vegetation to grow.
6. The ground surface shall be graded to deflect precipitation or other outside water from the disposal area. The absorption area shall be protected against erosion.

Final Note:

All benchmarks and drawing of finished system, i.e., location of each OWTS component and distances to water with measurements will be submitted after installation.

Note: There will be no physical or health impact features due to sufficient area for installation and upon completion per this design document.

The septic tank will be placed to allow draining by gravity to the leachfield and meet the requirements of the regulation.


No traffic, parking, or storage is allowed on the leach field/trench.

No additional manuals other than this design will be supplied by AG Engineering. If the contractor wants to give the owner additional information it is at their discretion.

AGENGINEERING & ENVIRONMENTAL SERVICES, INC.

Disclaimer:

Recommendations presented in this report and design were developed from data obtained from the Perc Test and limited field and geochemical testing. The design criteria above are based on conditions determined on site and information provided by the Owner, contractor, or system installer. AG Engineering & Environmental Services, Inc. will not be held responsible for percolation test data errors, installation or problems resulting from installation.


Thomas E. Grethel, P.E. #23867


I hereby certify that the property owned by Travis Jenkins, 1500 7th Street, Penrose Fremont County, Colorado is outside of the 100 year flood plain.


Thomas E. Grethel


Perc test for Travis Jenkins

1500 7th St. - Penrose, CO

	Hole #1	Hole #2	Hole #3
10:05	14"	12 1/2"	11"
10:20	16 1/2"	16"	14"
10:35	17 1/2"	17 1/2"	15"
10:50	19"	19"	16"
11:05	20" 6" per hr, 10 min/1"	20" 7 1/2" per hr, 10 min/1"	17" 6" per hr, 10 min/1"



Mounded for run-off

fractured shale	1
	2
	3
layered shale	4
	5
	6
refusal	7
	8

soils profile

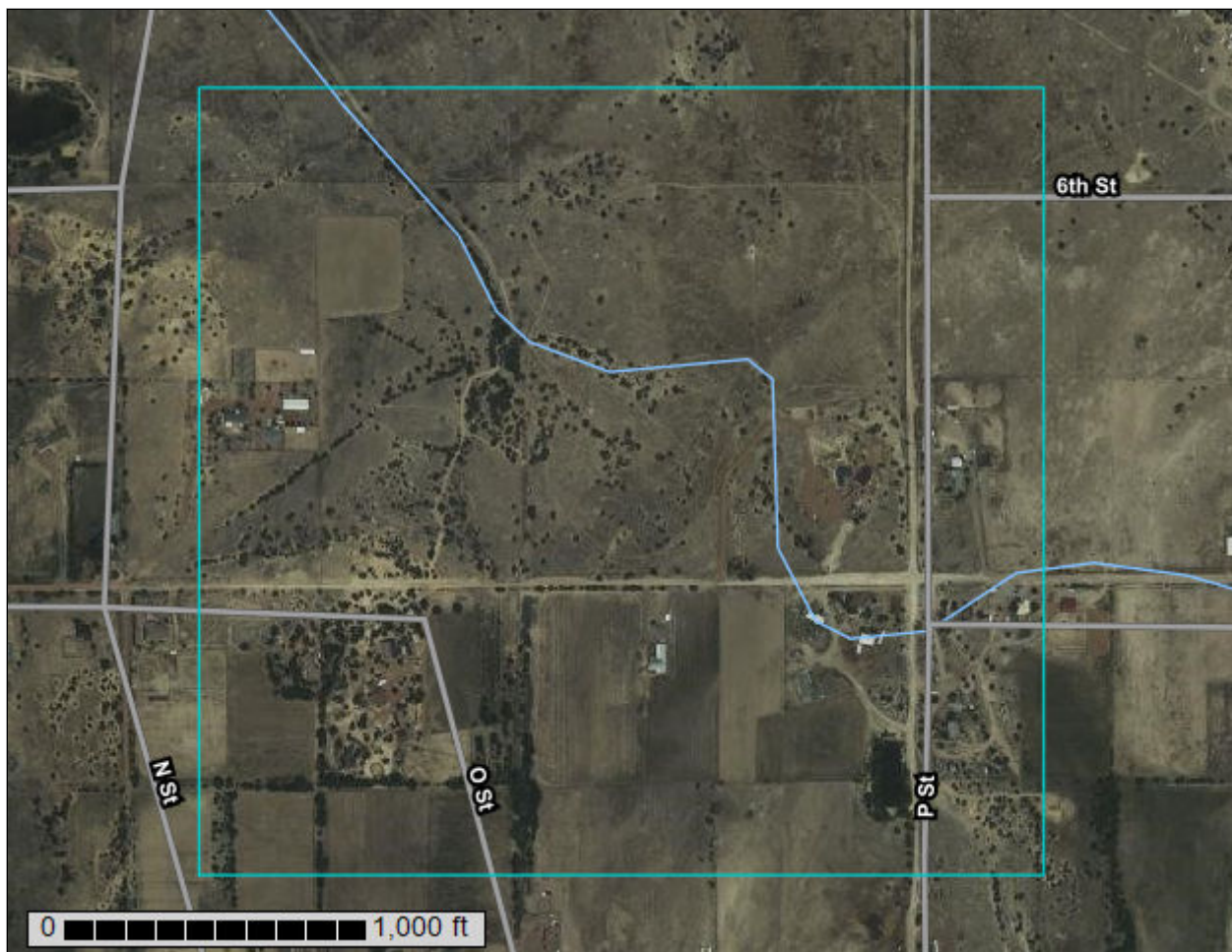
Bill Ulan



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

TRAVIS



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Contents

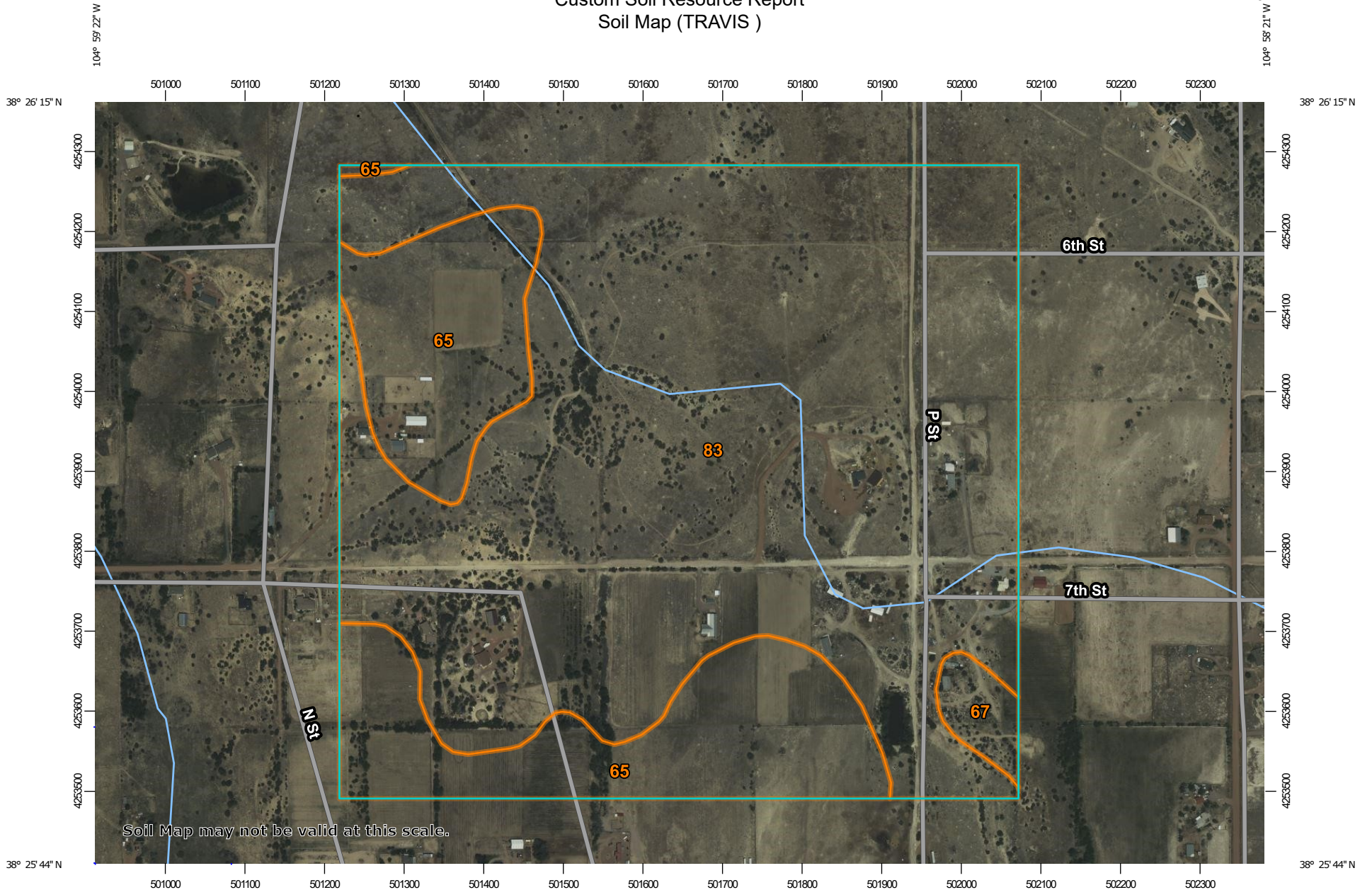
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Soil Map

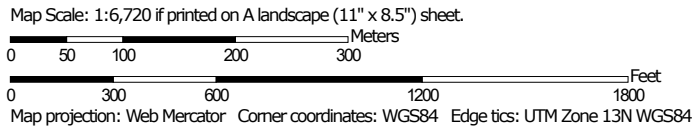
The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map (TRAVIS)

EXHIBIT 28.1 B




Soil Map may not be valid at this scale.



Custom Soil Resource Report


MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Fremont County Area, Colorado
 Survey Area Data: Version 19, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 18, 2020—May 21, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (TRAVIS)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
65	Manvel silt loam, 0 to 2 percent slopes	38.7	23.0%
67	Manvel silty clay loam, saline	2.7	1.6%
83	Penrose-Minnequa complex, 1 to 15 percent slopes	126.7	75.4%
Totals for Area of Interest		168.1	100.0%

Map Unit Descriptions (TRAVIS)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

HOME

Fremont County Area, Colorado

65—Manvel silt loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2rgql
Elevation: 3,600 to 6,500 feet
Mean annual precipitation: 12 to 14 inches
Mean annual air temperature: 48 to 54 degrees F
Frost-free period: 130 to 170 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Manvel and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Manvel

Setting

Landform: Fans, terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear, convex
Parent material: Loess

Typical profile

A - 0 to 5 inches: silt loam
Bk1 - 5 to 32 inches: silt loam
Bk2 - 32 to 48 inches: silt loam
Bky - 48 to 79 inches: silt loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
 (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 45 percent
Gypsum, maximum content: 5 percent
Maximum salinity: Very slightly saline to moderately saline (2.0 to 8.0 mmhos/cm)
Sodium adsorption ratio, maximum: 5.0
Available water supply, 0 to 60 inches: Very high (about 12.6 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: B
Ecological site: R069XY006CO - Loamy Plains, LRU's A and B 10-14 Inches, P.Z.
Forage suitability group: Loamy, Limy (G069XW022CO)

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Other vegetative classification: Loamy Plains #6 (069XY006CO_2), Loamy, Limy
(G069XW022CO)
Hydric soil rating: No

Minor Components**Minnequa**

Percent of map unit: 10 percent
Landform: Pediments, ridges
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Crest
Down-slope shape: Linear
Across-slope shape: Linear, convex
Ecological site: R069XY006CO - Loamy Plains, LRU's A and B 10-14 Inches, P.Z.
Other vegetative classification: Loamy (G069XW017CO)
Hydric soil rating: No

Manzanola

Percent of map unit: 5 percent
Landform: Fans, drainageways
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R069XY006CO - Loamy Plains, LRU's A and B 10-14 Inches, P.Z.
Other vegetative classification: Saline Overflow #37 (069XY037CO_2), Clayey
(G069XW001CO)
Hydric soil rating: No

67—Manvel silty clay loam, saline**Map Unit Setting**

National map unit symbol: jqkb
Elevation: 5,000 to 5,400 feet
Mean annual precipitation: 12 to 14 inches
Mean annual air temperature: 51 to 53 degrees F
Frost-free period: 160 to 170 days
Farmland classification: Not prime farmland

Map Unit Composition

Manvel, saline, and similar soils: 95 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Manvel, Saline**Setting**

Landform: Swales, stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from limestone and shale

Custom Soil Resource Report

Typical profile

A - 0 to 30 inches: silty clay loam
C - 30 to 60 inches: silt loam

Properties and qualities

Slope: 1 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Moderately saline to strongly saline (8.0 to 16.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 6.9 inches)

Interpretive groups

Land capability classification (irrigated): 4s
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: C
Ecological site: R069XY033CO - Salt Flat LRU's A and B
Hydric soil rating: No

Minor Components**Aquolls**

Percent of map unit: 5 percent
Landform: Swales
Hydric soil rating: Yes

83—Penrose-Minnequa complex, 1 to 15 percent slopes**Map Unit Setting**

National map unit symbol: 2gr8
Elevation: 4,500 to 6,500 feet
Mean annual precipitation: 12 to 14 inches
Mean annual air temperature: 48 to 54 degrees F
Frost-free period: 125 to 170 days
Farmland classification: Not prime farmland

Map Unit Composition

Penrose and similar soils: 50 percent
Minnequa and similar soils: 35 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Custom Soil Resource Report

Description of Penrose**Setting**

Landform: Scarps, hogbacks, hills
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Crest, side slope
Down-slope shape: Linear, convex
Across-slope shape: Linear, convex
Parent material: Slope alluvium over residuum weathered from limestone

Typical profile

A - 0 to 4 inches: channery loam
C - 4 to 15 inches: channery loam
R - 15 to 79 inches: bedrock

Properties and qualities

Slope: 1 to 15 percent
Depth to restrictive feature: 10 to 20 inches to lithic bedrock
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 70 percent
Maximum salinity: Nonsaline (0.1 to 1.0 mmhos/cm)
Sodium adsorption ratio, maximum: 1.0
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): 6s
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: D
Ecological site: R069XY058CO - Limestone Breaks LRU's A and B
Other vegetative classification: Limestone Breaks #58 (069XY058CO_2)
Hydric soil rating: No

Description of Minnequa**Setting**

Landform: Ridges, interfluves
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Convex, linear
Parent material: Slope alluvium over residuum weathered from limestone and shale

Typical profile

A - 0 to 6 inches: silt loam
Bw - 6 to 18 inches: silt loam
Bky - 18 to 32 inches: loam
Cr - 32 to 79 inches: bedrock

Properties and qualities

Slope: 1 to 9 percent

Custom Soil Resource Report

Depth to restrictive feature: 20 to 39 inches to paralithic bedrock
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 45 percent
Gypsum, maximum content: 5 percent
Maximum salinity: Nonsaline to slightly saline (0.1 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 8.0
Available water supply, 0 to 60 inches: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: R069XY006CO - Loamy Plains, LRU's A and B 10-14 Inches, P.Z.
Forage suitability group: Loamy (G069XW017CO)
Other vegetative classification: Loamy (G069XW017CO)
Hydric soil rating: No

Minor Components**Willid**

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R069XY006CO - Loamy Plains, LRU's A and B 10-14 Inches, P.Z.
Other vegetative classification: Loamy Plains #6 (069XY006CO_2), Loamy (G069XW017CO)
Hydric soil rating: No

Rock outcrop

Percent of map unit: 5 percent
Hydric soil rating: No

Shingle

Percent of map unit: 5 percent
Landform: Hills, scree slopes
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Head slope, side slope
Down-slope shape: Convex
Across-slope shape: Linear, convex
Ecological site: R069XY046CO - Shaly Plains LRU's A and B
Other vegetative classification: Shaly Plains #46 (069XY046CO_2), Needs Field Review (G069XW050CO)
Hydric soil rating: No

Soil Information for All Uses

Suitabilities and Limitations for Use

The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

Sanitary Facilities

Sanitary Facilities interpretations are tools designed to guide the user in site selection for the safe disposal of sewage and solid waste. Example interpretations include septic tank absorption fields, sewage lagoons, and sanitary landfills.

Septic Tank Absorption Fields (TRAVIS)

Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe. Only that part of the soil between depths of 24 and 60 inches is evaluated. The ratings are based on the soil properties that affect absorption of the effluent, construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the effluent. Stones and boulders, ice, and bedrock or a cemented pan interfere with installation. Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the effluent in downslope areas.

Some soils are underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the distribution lines. In these soils the absorption field may not adequately filter the effluent, particularly when the system is new. As a result, the ground water may become contaminated.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately

Custom Soil Resource Report

favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

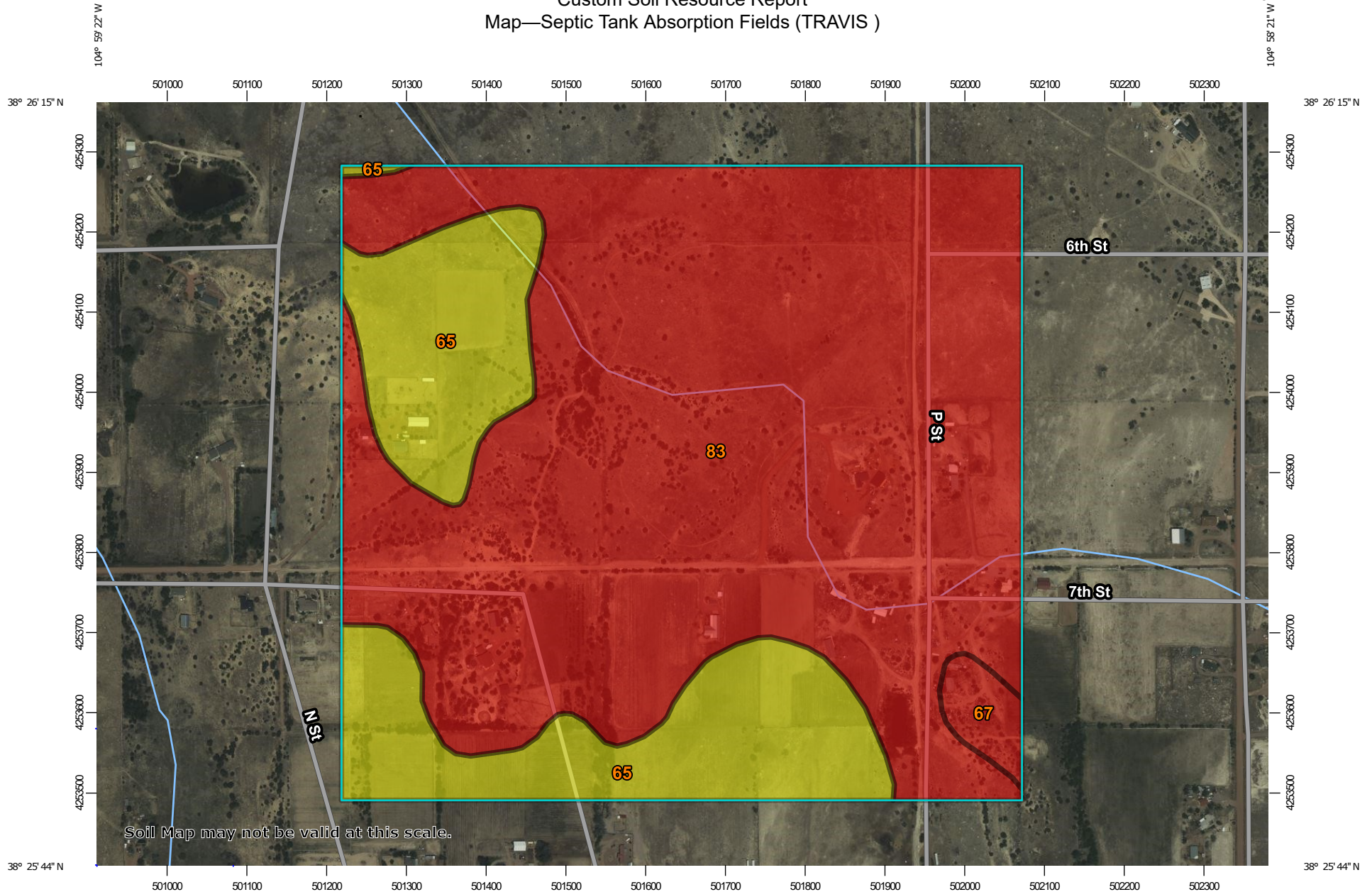
Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

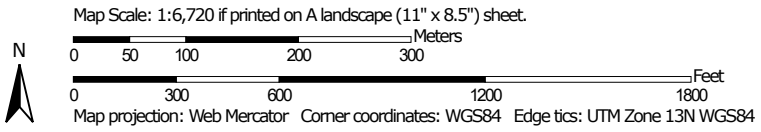
Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Custom Soil Resource Report
Map—Septic Tank Absorption Fields (TRAVIS)





















EXHIBIT 28.1 B



Soil Map may not be valid at this scale.



MAP LEGEND

- Area of Interest (AOI)**
 -  Area of Interest (AOI)
- Background**
 -  Aerial Photography
- Soils**
 - Soil Rating Polygons**
 -  Very limited
 -  Somewhat limited
 -  Not limited
 -  Not rated or not available
 - Soil Rating Lines**
 -  Very limited
 -  Somewhat limited
 -  Not limited
 -  Not rated or not available
 - Soil Rating Points**
 -  Very limited
 -  Somewhat limited
 -  Not limited
 -  Not rated or not available
- Water Features**
 -  Streams and Canals
- Transportation**
 -  Rails
 -  Interstate Highways
 -  US Routes
 -  Major Roads
 -  Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Fremont County Area, Colorado
 Survey Area Data: Version 19, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 18, 2020—May 21, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Tables—Septic Tank Absorption Fields (TRAVIS)

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
65	Manvel silt loam, 0 to 2 percent slopes	Somewhat limited	Manvel (85%)	Slow water movement (0.47)	38.7	23.0%
67	Manvel silty clay loam, saline	Very limited	Manvel, saline (95%)	Slow water movement (1.00)	2.7	1.6%
83	Penrose-Minnequa complex, 1 to 15 percent slopes	Very limited	Penrose (50%)	Depth to bedrock (1.00)	126.7	75.4%
			Minnequa (35%)	Depth to bedrock (1.00)		
				Slow water movement (0.92)		
			Shingle (5%)	Depth to bedrock (1.00)		
Willid (5%)	Slow water movement (1.00)					
Totals for Area of Interest					168.1	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	129.3	77.0%
Somewhat limited	38.7	23.0%
Totals for Area of Interest	168.1	100.0%

Rating Options—Septic Tank Absorption Fields (TRAVIS)

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Soil Reports

The Soil Reports section includes various formatted tabular and narrative reports (tables) containing data for each selected soil map unit and each component of each unit. No aggregation of data has occurred as is done in reports in the Soil Properties and Qualities and Suitabilities and Limitations sections.

The reports contain soil interpretive information as well as basic soil properties and qualities. A description of each report (table) is included.

Building Site Development

This folder contains a collection of tabular reports that present soil interpretations related to building site development. The reports (tables) include all selected map units and components for each map unit, limiting features and interpretive ratings. Building site development interpretations are designed to be used as tools for evaluating soil suitability and identifying soil limitations for various construction purposes. As part of the interpretation process, the rating applies to each soil in its described condition and does not consider present land use. Example interpretations can include corrosion of concrete and steel, shallow excavations, dwellings with and without basements, small commercial buildings, local roads and streets, and lawns and landscaping.

Dwellings and Small Commercial Buildings (TRAVIS)

Soil properties influence the development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. This table shows the degree and kind of soil limitations that affect dwellings and small commercial buildings.

The ratings in the table are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect building site development. *Not limited* indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. *Somewhat limited* indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. *Very limited* indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings in the table indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

Dwellings are single-family houses of three stories or less. For dwellings without basements, the foundation is assumed to consist of spread footings of reinforced

Custom Soil Resource Report

concrete built on undisturbed soil at a depth of 2 feet or at the depth of maximum frost penetration, whichever is deeper. For dwellings with basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of about 7 feet. The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility. Compressibility is inferred from the Unified classification. The properties that affect the ease and amount of excavation include depth to a water table, ponding, flooding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

Small commercial buildings are structures that are less than three stories high and do not have basements. The foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of 2 feet or at the depth of maximum frost penetration, whichever is deeper. The ratings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility (which is inferred from the Unified classification). The properties that affect the ease and amount of excavation include flooding, depth to a water table, ponding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

Information in this table is intended for land use planning, for evaluating land use alternatives, and for planning site investigations prior to design and construction. The information, however, has limitations. For example, estimates and other data generally apply only to that part of the soil between the surface and a depth of 5 to 7 feet. Because of the map scale, small areas of different soils may be included within the mapped areas of a specific soil.

The information is not site specific and does not eliminate the need for onsite investigation of the soils or for testing and analysis by personnel experienced in the design and construction of engineering works.

Government ordinances and regulations that restrict certain land uses or impose specific design criteria were not considered in preparing the information in this table. Local ordinances and regulations should be considered in planning, in site selection, and in design.

Report—Dwellings and Small Commercial Buildings (TRAVIS)

[Onsite investigation may be needed to validate the interpretations in this table and to confirm the identity of the soil on a given site. The numbers in the value columns range from 0.01 to 1.00. The larger the value, the greater the potential limitation. The table shows only the top five limitations for any given soil. The soil may have additional limitations]

Dwellings and Small Commercial Buildings—Fremont County Area, Colorado							
Map symbol and soil name	Pct. of map unit	Dwellings without basements		Dwellings with basements		Small commercial buildings	
		Rating class and limiting features	Value	Rating class and limiting features	Value	Rating class and limiting features	Value
65—Manvel silt loam, 0 to 2 percent slopes							
Manvel	85	Not limited		Not limited		Not limited	
67—Manvel silty clay loam, saline							
Manvel, saline	95	Not limited		Not limited		Not limited	
83—Penrose-Minnequa complex, 1 to 15 percent slopes							
Penrose	50	Very limited		Very limited		Very limited	
		Depth to hard bedrock	1.00	Depth to hard bedrock	1.00	Depth to hard bedrock	1.00
						Slope	0.88
Minnequa	35	Not limited		Somewhat limited		Somewhat limited	
				Depth to soft bedrock	0.29	Slope	0.01



FREMONT COUNTY TREASURER

RECEIPT OF TAX PAYMENT

Exhibit 24.1

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R036121	99904337	Apr 12, 2021	Apr 8, 2021	2021-04-12-KE-12893

JENKINS TRAVIS & REBECCA
 P O BOX 585
 PENROSE, CO 81240-0585

Situs Address	Payor
1575 7TH ST	JENKINS TRAVIS & REBECCA P O BOX 585 PENROSE, CO 81240-0585

Legal Description
 Subd: HAMMOCK SUB

LOT 2 HAMMOCK SUB
 REF FROM 994-04-346

Property Code	Actual	Assessed	Year	Area	Tax Rate
SINGLE FAMILY RESID - 1112	57,450	4,108	2020	29N	0.055507
SINGLE FAMILY RESID - 1212	221,509	15,838	2020	29N	0.055507

Payments Received

Check	\$1,107.16
Check # 5087	

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2020	Tax	\$1,107.16	\$0.00	\$1,107.16	\$0.00
				\$1,107.16	\$0.00
Balance Due as of Apr 8, 2021					\$0.00

All Payments Subject To Final Bank Clearance



Fremont County Treasurer

Statement of Taxes Due

Exhibit 24.1

Account Number R036121

Parcel 99904337

Legal Description

Subd: HAMMOCK SUB

Situs Address

1575 7TH ST

LOT 2 HAMMOCK SUB
REF FROM 994-04-346

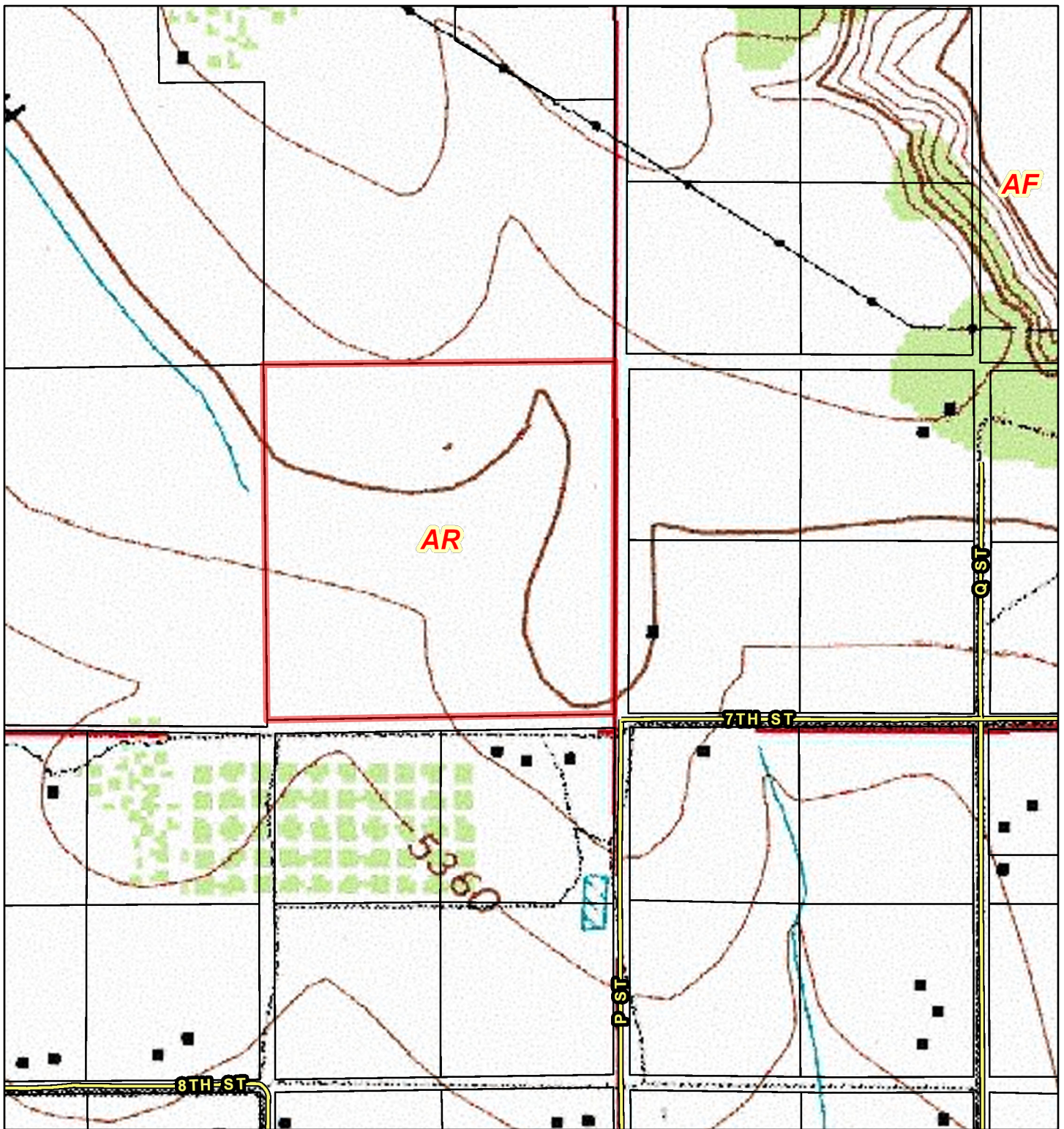
Account: R036121
JENKINS TRAVIS & REBECCA
P O BOX 585
PENROSE, CO 81240-0585

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$1,107.16	\$0.00	\$0.00	(\$1,107.16)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/22/2021					\$0.00

Tax Billed at 2020 Rates for Tax Area 29N - 29N

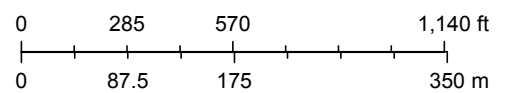
Authority	Tax Rate	Amount	Values	Actual	Assessed
PENROSE WATER	0.0056270000	\$112.24	SINGLE FAMILY	\$57,450	\$4,108
S.E. COLO WATER CONS DISTRI	0.0009420000*	\$18.79	RESID		
UPPER ARKANSAS WATER CONS D	0.0004450000*	\$8.88	SINGLE FAMILY	\$221,509	\$15,838
SCHOOL DISTRICT RE-2	0.0286650000	\$571.76	RESID		
FREMONT COUNTY	0.0123420000	\$246.18	Total	\$278,959	\$19,946
FREMONT CONSERVATION DISTRI	0.0005000000	\$9.97			
JOHN C. FREMONT LIBRARY DIS	0.0020050000	\$39.99			
FLORENCE FIRE	0.0049810000	\$99.35			
Taxes Billed 2020	0.0555070000	\$1,107.16			

* Credit Levy



December 22, 2021

1:7,920



HOME

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

TO: Black Hills Energy, 3110 Utility Lane, Cañon City, CO 81212

FROM: Travis and Rebecca Jenkins, 1575 7th Street, Penrose, CO 81240

DATE: 12/23/2021
Name of Subject Property Owner / Applicant

Reference: T. B. Minor Subdivision
Project Name

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

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

The subject property, as referenced above is located at 1575 7th Street, Penrose, Colorado 81240
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: Lot 2, Hammock Subdivision

Check here if legal description is attached as Exhibit B.

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

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

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

Telephone 719-276-7360 Email: planning@fremontco.com

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

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

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

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

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

Entity Name: Black Hills Colorado Electric, LLC Name of contact person: Craig Cutter
Title: Planner Telephone: 719-546-5853 Email: craig.cutter@blackhillscorp.com
Mailing Address: 3110 Utility Ln Canon City CO 81212
Street Address City State Zip

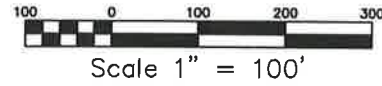
Does your entity currently service the subject property? Yes --- No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?

Yes --- No Please explain _____

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

Craig D. Cutter 1/3/22
Signature of Authorized Entity Representative Date



T. B. MINOR SUBDIVISION

A VACATION AND REPLAT OF LOT 2, HAMMOCK SUBDIVISION
in the SE1/4SE1/4 SECTION 34,
TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS that

Travis Jenkins
Rebecca Jenkins

are the owners of the following described land:

TO WIT

Lot 2, Hammock Subdivision, according to the recorded plat
County of Fremont, State of Colorado
Containing 1,667,326.34 SQ FT or 38.28 Acres more or less.

DEDICATION 1

Travis Jenkins
Rebecca Jenkins

being the owner(s) of the above-described land being platted and/or
subdivided in Fremont County, Colorado, under the name of
T. B. MINOR SUBDIVISION

have sold out, platted and/or subdivided the same as shown on this plat
and do hereby dedicate to the public at large the streets, alleys, roads and
other public areas as shown hereon and hereby dedicate those portions of
the land labeled as easements for the installation and maintenance of
public utilities as show hereon. The sole right to assign use or vacate is
vested with the Board of County Commissioners.

In witness whereof

Travis Jenkins

has subscribed his name this _____ day of _____ A.D. 20____

By Travis Jenkins

Rebecca Jenkins

has subscribed her name this _____ day of _____ A.D. 20____

By Rebecca Jenkins

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this
_____ day of _____ A.D. 20____ by

Travis Jenkins
Rebecca Jenkins

My commission expires _____

My address is _____

Witness my hand and official seal _____
Notary Public

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

The undersigned Chairman of the Board of County Commissioners of
Fremont County, Colorado hereby certifies that the plat was approved
and all roads, streets and easements are hereby accepted provided,
however, that such acceptance shall not in any way be considered as an
acceptance for maintenance purposes. Maintenance of, or snow removal
from said road or streets shall be only upon a separate resolution of the
Board of the County Commissioners.

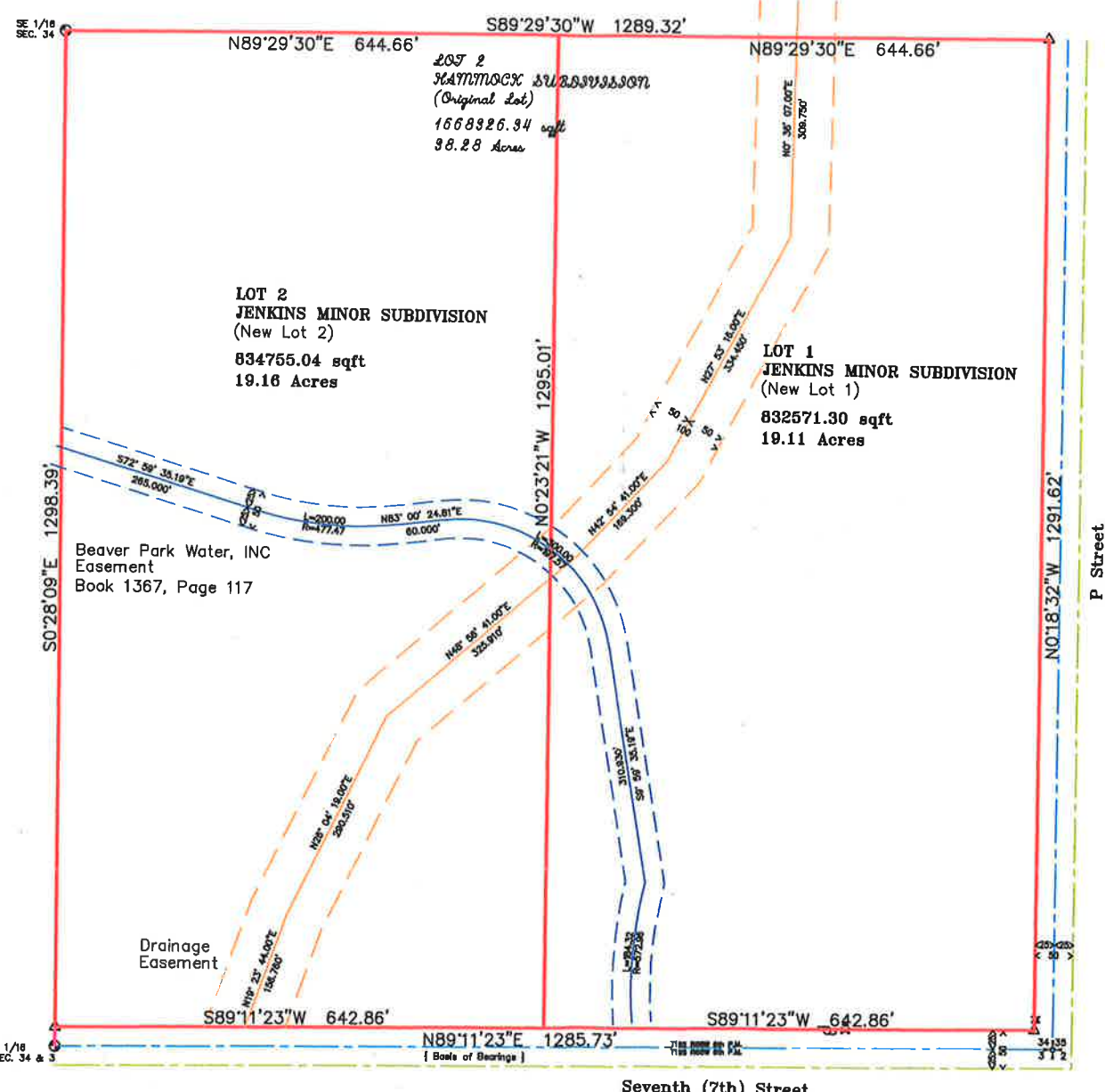
Chairman, Fremont County Board of Commissioners _____ Date _____

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, George R Hall, a licensed land surveyor in the State of Colorado
do hereby certify that this plat has been prepared under my direction
in accordance with the Colorado Revised Statutes, as amended, and that
this plat does accurately show the described tract of land and the
subdivision thereof, to the best of my knowledge and belief. I further
certify that any portion(s) of this property which do lie within the designated
flood hazard area as shown on the FEMA FIRM maps are accurately
shown hereon.



VICINITY MAP
not to scale



COUNTY CLERK AND RECORDERS STATEMENT

State of Colorado _____
County of _____
This plat was filed for record in the office of the County Clerk
and Recorder of _____ County, Colorado
at _____ M., on _____ day of _____, 20____ A.D.
under Reception No. _____
County Clerk and Recorder _____

EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the
plat, with the sole responsibility for maintenance being vested with the
adjacent property owners except as otherwise noted, all interior lot lines
are subject to a five (5) foot easement on both sides of lot lines. Exterior
subdivision boundary is subject to a ten (10) foot easement.

DRAWN BY: TYC & GRH
FILENAME: 2081268Jenkins
DATE: 12/22/2021

Client: Travis and Rebecca Jenkins
P. O. Box 585
Fenrose, Colorado 81240

NOTICE: In Colorado law you must compare any land with based on any defect in
the plat, with the plat, after the plat is recorded. It is not the duty of the
surveyor to correct any error in the plat. The surveyor is not responsible for
any error in the plat. The surveyor is not responsible for any error in the plat.
LINEAL UNITS
1 inch = 100 feet

Crown Point Land Services
718-275-3000 Office 391 Arrowhead Drive
P.O. Box 749 Florissant, CO 80818
Canon City, CO 81215-0749 crown.land@outlook.com

NOTICE: This survey does not constitute a title search by Crown Point Land Services to determine
ownership or encumbrances of record. For all information regarding easements, right of way
and title of record, we relied upon Title Commitment No. 1308488 prepared by
Unified Title Company, A Division of Stewart Title Company, dated 12/01/2021.

BEARS OF BEARINGS:
Bearings based on the South line of Lot 2, of Hammock Subdivision,
(N 89°11'23" E) Both corners being a found rebar and cap.

HOME

CROWN POINT LAND SERVICES

P. O. BOX 749
CANON CITY, CO 81215-0749
crown.land@outlook.com
(719) 275 – 5005
(719) 429 – 0256



Exhibit 29.1 _ 40.1

FREMONT COUNTY PLANNING AND ZONING
615 MACON AVENUE, ROOM 210
CANON CITY, CO 81212
719-276-7360

To whom it may concern:

I am working with Travis Jenkins developer of **T.B. MINOR SUBDIVISION.**
Here is the items we are asking for to be waived:

APPLICATION ITEM NO. 29

1. The drainage plan is being requested to be waived due to the size of the parcels. If not waived then can we make it to be site specific at the time that a building plan for the vacant lot is submitted for building.

Please accept these items for your consideration.

George R. Hall, CPLS 38118
Owner Crown Point Land Services

IRREVOCABLE WATER
AVAILABILITY CONTRACT

1785

This contract, entered into on this 7th day of **December, 2021** by and between Penrose Water District, a special district, of 210 Broadway, Penrose, CO 81240, hereinafter referred to as the "District", and **Travis Jenkins** 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:

[T & B Subdivision; currently Lot 2, Hammock Subdivision]

commonly known as 1575 7th 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 \$ 2,400.00. The parties acknowledge that this amount was equal to 20% of the cost of a prevailing tap fee charge for a 3/4"x5/8" 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 for residential service to proposed LOT 1 (west lot). Service is available from 7th Street. Proposed LOT 2 (east lot), addressed as 1575 7th Street, currently has service via an installed water tap, Acc. #01579.**

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. Lauer - Dist. Mgr.*
District

Travis Jenkins

1575 7th Street

Penrose, CO 81240

[Signature]
Owner



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 **1/4/2022**

Project Name: **MS 21-009 Jenkins**

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: **4**

Types: **Dwelling/ Shop / Shed/ Trailer**

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 our inspection there was a trailer on the property that has to be removed.

Kyle Yarberry

January 4, 2022

Allen Zadroga

January 4, 2022



COLORADO
Division of Water Resources
Department of Natural Resources
Water Division 2 - Main Office

January 11, 2021

Planning Director
Fremont County Planning and Zoning
615 Macon Ave. Room 210
Canon City, Colorado 81212

Re: MS 21-009 Travis and Rebecca Jenkins

Dear Sir/Madam,

This is provided as a courtesy comment as this proposal does not involve a subdivision requiring comment by the State Engineer's Office pursuant to C.R.S. 30-28-101(10)(a). Therefore, pursuant to the State Engineer's March 4, 2005 memorandum to county planning directors, this office will only perform a cursory review of the referral information and provide comments. The comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The submittal indicates the above-proposed Minor Subdivision to divide one parcel, 1575 7th Street, Penrose, CO 81240; known as Lot 2, Hammock Subdivision, Fremont County, Colorado (Parcel No. 99904337 aka 3825340010002). The property is owned by Travis & Rebecca Jenkins and consists of 38.3 acres. The applicants propose to split the property into two lots consisting of 19.11 and 19.16 acres each.

There is an easement on the property containing an existing underground irrigation line twenty five feet on each side of the following described property: Southeast $\frac{1}{4}$, of the Southeast $\frac{1}{4}$ of Section 34, Township 18 South, Range 68 West of the 6th PM.

According to our records, there are no registered groundwater wells on the parcel. However, there is no surface water available for irrigation. The applicant states that Penrose Water District will provide the water needs on each parcel. Applicant does not have any shares from the ditch company that is pertinent to this parcel.

According to the submittal, this action does not involve expanded or changed use of ground or surface water. Therefore, the Division of Water Resources does not have applicable comments to provide to the county regarding the proposed action at this time.



Please contact me with questions or concerns by phone at (719) 542-3368, ext. 2120.

Sincerely,

Martha Archuleta
Water Data Analyst - Water Division 2

ECC: Bethany Arnold, P.E., Water Resources Engineer
Monica Long - Water Data Analyst
Ivan Valles - Water Data Analyst
Alex Wernle-Water Data Analyst
Dan Henrichs, District 12 Water Commissioner





ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

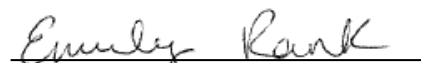
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY,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

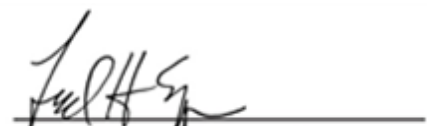
COMMITMENT TO ISSUE POLICY

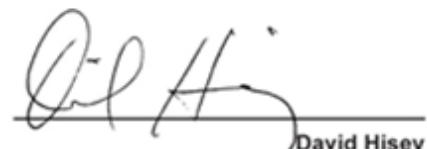
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective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

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


Authorized Countersignature
Unified Title, a Division of Stewart
120 N. 9th St, Ste A
Canon City, CO 81212




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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File No.: 1506488

ALTA Commitment For Title Insurance 8-1-16

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Exhibit 21.1

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Unified Title, a Division of Stewart
Issuing Office: 120 N. 9th St, Ste A, Canon City, CO 81212
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1506488
Issuing Office File Number: 1506488
Property Address: 1575 7th Street, Penrose, CO 81240
Revision Number:

1. Commitment Date: January 14, 2022 at 8:00AM

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's T.B.D.
Proposed Insured: To Be Determined

(b) ALTA Loan T.B.D.
Proposed Insured:

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

FEE SIMPLE

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

Travis Jenkins and Rebecca Jenkins

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STATEMENT OF CHARGES

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

FOR INFORMATIONAL PURPOSES ONLY TITLE COMMITMENT

\$300

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File No.: 1506488

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1506488

Lot 2, HAMMOCK SUBDIVISION, County of Fremont, State of Colorado.

For Informational Purposes Only: 1575 7th Street, Penrose, CO 81240

APN: R036121, 99904337

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1506488

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.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1506488

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

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

1. Any 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. All matters shown on the plat of HAMMOCK SUBDIVISION recorded June 2, 1999 [in Book 1371 at Page 644 as Reception No. 698543](#).
9. Terms, agreements, provisions, conditions and obligations as contained in United States Department of the Interior Bureau of Reclamation Colorado River Storage Project Curecanti-Midway Transmission Line Contract and Grant of Electric Transmission Line Easement recorded February 17, 1966 in [Book 474 at Page 509 as Reception No. 361998](#).
10. Terms, agreements, provisions, conditions and obligations as contained in Easement granted to the Beaver Park Water, Inc. recorded April 20, 1999 in Book 1365 as Reception No. 696175 and re-recorded April 29, 1999 in [Book 1367 at Page 117 as Reception No. 696761](#).

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

11. Terms, agreements, provisions, conditions and obligations as contained in deed conveyed to the County of Fremont recorded April 20, 1999 in [Book 1365 at Page 717 as Reception No. 696174](#).
12. Reserving, however, to the State of Colorado, all rights to any and all minerals, ores and metals of any kind and character, and all coal, asphaltum, oil, gas or other like substances in or under said land, the right of ingress and egress fro the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances as reserved in State Patent recorded February 21, 1962 in [Book 431 at Page 130 as Reception No. 339296](#).

FOR INFORMATIONAL PURPOSES ONLY: Deed recorded March 12, 2003 as Reception No. 764440.
Warranty Deed recorded March 21, 2016, [as Reception No. 937363](#).

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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DISCLOSURES

Exhibit 21.1

File No.: 1506488

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 Unified 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.

CROWN POINT LAND SERVICES

P. O. BOX 749
CANON CITY, CO 81215-0749
crown.land@outlook.com
(719) 275 – 5005
(719) 429 – 0256



Planning and Zoning Department

615 Macon Avenue Room 210, Canon City, CO 10711/10
Telephone (719) 276-7360 / Facsimile (719) 276-7374
Email planning@remonko.com

Reference: Department Comments and Submittal Deficiencies - MS 21-009 TB Minor Subdivision

- 1. Application Item #21:** A title insurance commitment or policy with an effective date within thirty (30) days of the application submittal which shall set forth the names of all owners of property included in the proposed plat, and shall include a list of all mortgages, judgments, liens, easements, contracts, agreements, and other interests of record in the County, which affect the property covered by such plat. (An updated title insurance commitment or policy shall be required prior to recording of the subdivision plat, if said recording date is more than sixty (60) days from the effective date of the title insurance commitment or policy. An updated title insurance commitment or policy may necessitate further requirements of the applicant, prior to recording the plat). Effective date of commitment submitted November 18, 2021.

Please see revised title commitment dated January 14, 2022.

- 2. Total Residence: Per regulation 3.8.1 No manufactured home, manufactured home single-wide, may be used as a storage structure in any zone district.** Removal of the existing trailer will be necessary for approval of the minor subdivision.

The existing trailer will be removed prior to the final plat being recorded.

- 3. Please address all the redline corrections indicated on the site plan.**

Please see revised drawing, all redlines have been completed as requested.

Sincerely,

George R Hall
Crown Point Land Services

CHECKLIST FOR MINOR SUBDIVISION

Department Checklist for Minor Subdivision	Yes	No	N/A	Comments & Explanations
Subdivision Name				T.B. Minor Subdivision
Applicant				Travis & Rebecca Jenkins
Owner				Travis & Rebecca Jenkins
Consultant				Crown Point Land Services
Job number				MS 21-009
Location number				6818-34-4,4
Schedule number?				99904337
Has the subject property been previously platted?	X			Platted as Hammock Subdivision
What is the Zoning of the subject property?				Agricultural Rural
NOTE:				The application has the zoning as being "Agricultural Suburban"
Does the proposed lot size meet the requirements of the zone district	X			
Is the public right-of-way that access the site a County, State or Federal right-of-way? Is the right-of-way adequate?	X			Access is off a non-county maintained right-of-way
Does each lot have adequate frontage on the public right-of-way?	X			
Is a current deed of record provided?	X			
Do the properties involved in this application have easements of record as per the title commitment? Are the easements involved located by dimension and width and/or by recording information?	X			Easements are shown
Do the properties involved have easements not of record?		X		
Are any easements to be vacated by this application?		X		
Are any easements to be relocated by this application?		X		
Are any new easements being proposed?	X			Per the easement statement per regulations
Do any of the easements contain improvements?		X		
Does the subject property lie within the Colorado Department of Natural Resources, Colorado Geological Survey "Mining & Surface Features Maps"		X		
Are topographic and soils information been provided?	X			A soils report is provided in the application

Date Jan. 5, 2022

Job # MS 21-009

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Draftsman initials 

Name T.B. Minor Subdivision

CHECKLIST FOR MINOR SUBDIVISION

Is a Drainage Plan Map & Report provided?	X			
Is the property located within any water district boundary? If so, which water district is the property located in?	X			Penrose Water District
Is the property located within any sewer district boundary? If so, which sewer district is the property located in?		X		
Is the property located within any irrigation ditch boundary? If so, which ditch boundary is the property located in?	X			The property is located within the Beaver Park Ditch Company
Is the property located within a Fire Protection District? If so, what district is it located in?	X			Florence Fire Protection District
Is the property located within a Recreation District or within one mile of an independent Recreation District or within three miles of a municipality that contains a Recreation District?	X			Penrose Park & Recreation District
Have the mineral interest been severed from the property?		X		
Have the certified receipts for the utility companies been provided?	X			
Is the drawing scale 1"=100' or larger?	X			It is drawn to a scale of 1"=100'
Are there multiple sheets, if so, is a key map provided?		X		
Is the plat title acceptable?	X			
Is the subtitle acceptable?	X			
Does the plat contain the total acreage being platted?	X			
Does the plat contain an acreage and or square footage for each proposed lot?	X			
Are all lots and blocks consecutively numbered?	X			
Does the plat contain the name and address of the preparer?	X			
Does the plat contain the date of preparation?	X			
Does the plat contain a north point?	X			
Does the plat contain a written and graphic scale?	X			
Does the plat contain an adequate vicinity map?	X			

Date Jan. 5, 2022

Job # MS 21-009

Page # 2 of 4

Draftsman initials 

Name T.B. Minor Subdivision

CHECKLIST FOR MINOR SUBDIVISION

<i>Do the lots contain appropriate survey information showing the lengths to hundredths of a foot and angles and bearings to seconds of a degree?</i>	X			
<i>Bearings and dimensions for irregularly shaped lots shall be shown.</i>	X			
<i>Does the plat contain a survey tie to an aliquot survey monument?</i>	X			
<i>Does the plat identify the basis of bearings?</i>	X			
<i>Does the plat drawing provide length and bearing for all exterior boundaries?</i>	X			
<i>Does the plat contain sufficient data for the re-establishment of curves?</i>			X	No curves exists
<i>Are all non-radial lot or boundary lines noted?</i>			X	
<i>Are all survey monuments set or found noted?</i>		X		
<i>Are any "Reference Monuments" and or "Witness Corners" noted?</i>			X	
<i>Does the plat include centerline bearing, distance and curve information for all existing and proposed right-of-way?</i>		X		
<i>Are all proposed street names acceptable?</i>			X	No streets are being proposed
<i>Are the existing and proposed easements noted or labeled as to use, with bearings and dimensions?</i>	X			
<i>Are excepted parcels adequately labeled on the drawing?</i>			X	
<i>Are all stem, flag lots or irregular shaped lots contain setback lines?</i>			X	
<i>Is the required Subdivision Plat Language been provided on the plat drawing?</i>	X			
<i>Does the plat boundary close?</i>				Closure sheets are provided
<i>Do all the proposed lot boundaries close?</i>				Closure sheets are provided
<i>Are there any existing deed restrictions on the property that might affect the subject property?</i>		X		
<i>Are closure sheets provided for each lot and the subdivision boundary?</i>	X			
<i>Is the property located in the Canon City Urban Growth Boundary?</i>		X		

Date Jan. 5, 2022

Job # MS 21-009

Page # 3 of 4

Draftsman initials 

Name T.B. Minor Subdivision

CHECKLIST FOR MINOR SUBDIVISION

What planning district is the property located in?				Penrose/Beaver Park Planning District
Do any of the proposed lots lie within a FEMA Flood Plain?		X		
Is the property located within three miles of any municipality?		X		
Is the property located in a Department of Energy notice area?		X		
Additional notes				

Date Jan. 5, 2022

Job # MS 21-009

Page # 4 of 4

Draftsman initials 

Name T.B. Minor Subdivision

HOME



FREMONT COUNTY

Project Engineer

615 Macon Avenue – Room 204

Canon City, Colorado 81212

Office (719) 276-7367 Cell (719) 792-9372

Email lucas.teigen@fremontco.com

February 14, 2022

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

Subject: Jenkins Minor Subdivision.

The application is to divide the property on the corner of 7th street and p street in Penrose, CO. The vacant western property will be 19.16 acres while the eastern property will be 19.11 acres.

Review of the application packet information resulted in the following comments:

Stormwater Drainage Plan and Report:

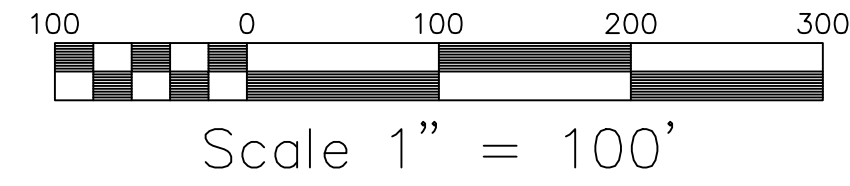
- A waiver of the Stormwater Drainage Plan and report has been made. The property has a slope that will drain to the south west corner of the new vacant property.

At this time, I would recommend approving this waiver but require a Stormwater Drainage Plan and Report at the time of building on the western, vacant, lot.

If you have questions, please don't hesitate to contact me.

Lucas Teigen

Lucas Teigen
Fremont County Project Engineer



T. B. MINOR SUBDIVISION

A VACATION AND REPLAT OF LOT 2, HAMMOCK SUBDIVISION
in the SE1/4SE1/4 SECTION 34,
TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS that

Travis Jenkins
Rebecca Jenkins

are the owners of the following described land:

TO WIT

Lot 2, Hammock Subdivision, according to the recorded plat
County of Fremont, State of Colorado
Containing 1,667,326.34 SQ FT or 38.28 Acres more or less.

DEDICATION I

Travis Jenkins
Rebecca Jenkins

being the owners of the above described land being platted and/or
subdivided in Fremont County, Colorado, under the name of

T. B. MINOR SUBDIVISION

have laid out, platted and/or subdivided the same as shown on this plat
and do hereby dedicate to the public at large the streets, alleys, roads and
other public areas as shown hereon and hereby dedicate those portions of
the land labeled as easements for the installation and maintenance of
public utilities as show hereon. The sole right to assign use or vacate is
vested with the Board of County Commissioners.

In witness whereof

Travis Jenkins and Rebecca Jenkins

has subscribed their names this _____ day of _____ A.D. 20____

By Travis Jenkins

By Rebecca Jenkins

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this
_____ day of _____ A.D. 20____ by

Travis Jenkins
Rebecca Jenkins

My commission expires _____

My address is _____

Witness my hand and official seal _____
Notary Public

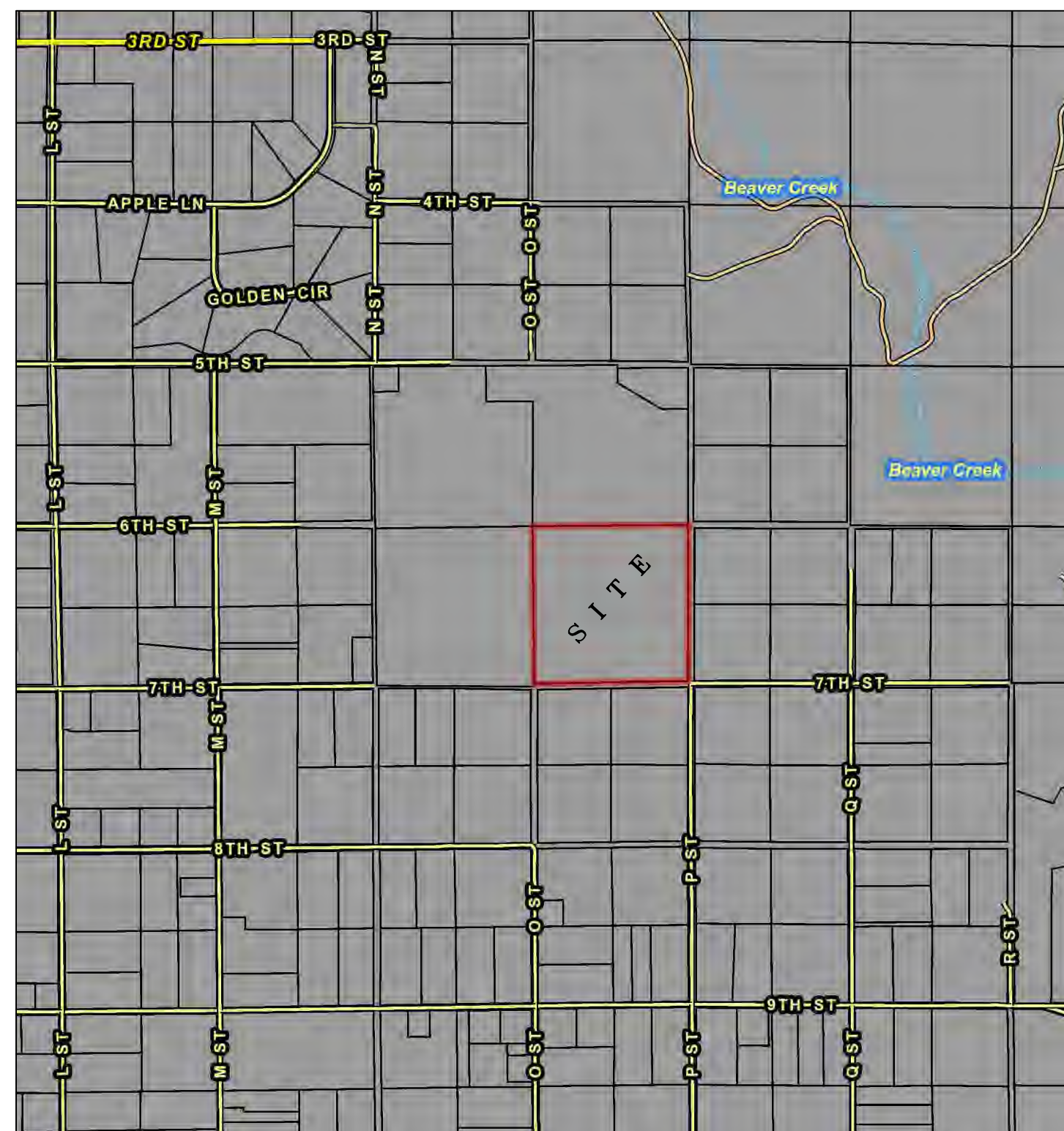
ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

The undersigned Chairman of the Board of County Commissioners of
Fremont County, Colorado hereby certifies that the plat was approved
and all roads, streets and easements are hereby accepted provided,
however, that such acceptance shall not in any way be considered as an
acceptance for maintenance purposes. Maintenance of, or snow removal
from said road or streets shall be only upon a separate resolution of the
Board of the County Commissioners.

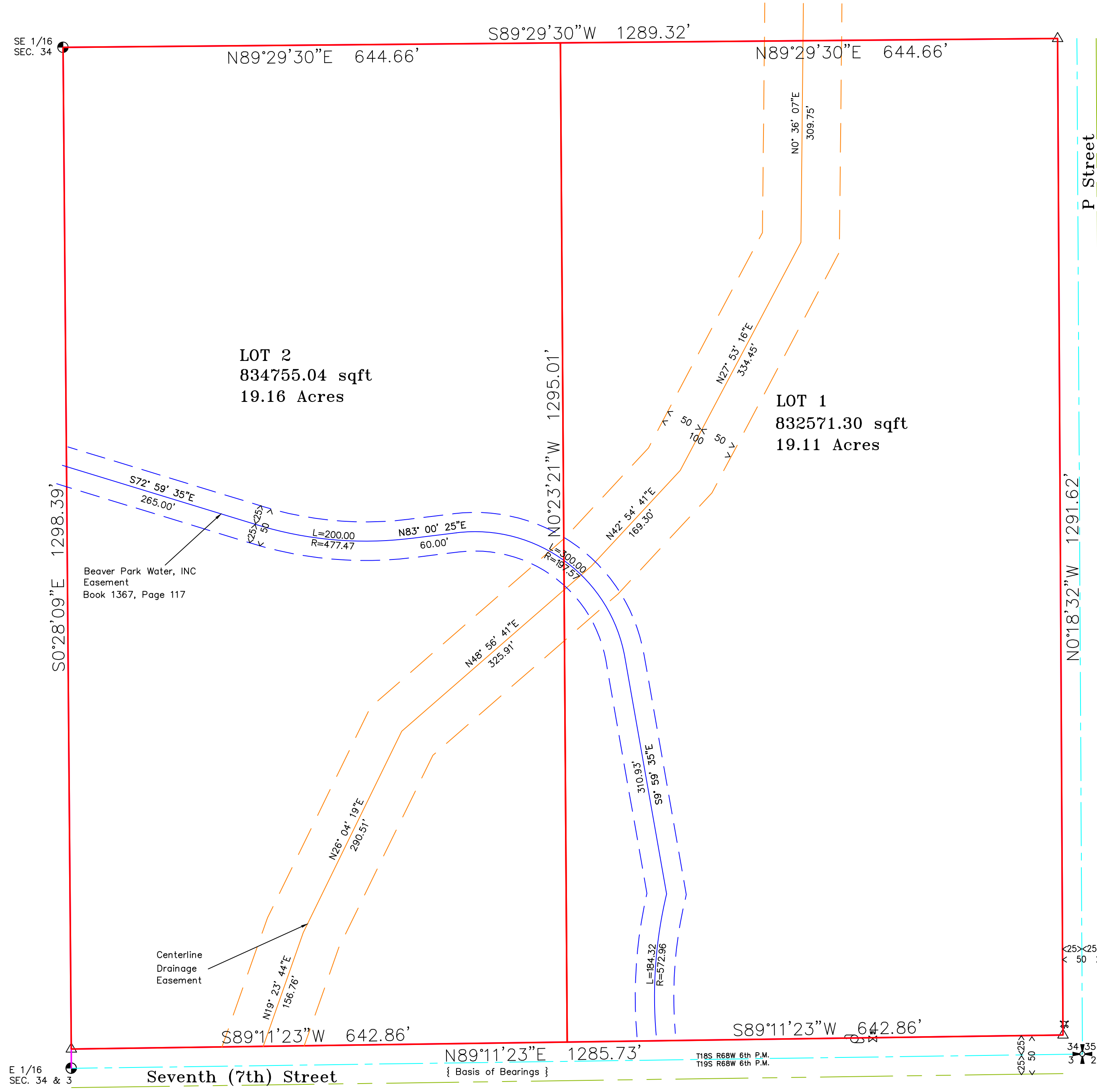
Chairman, Fremont County Board of Commissioners Date

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, George R Hall, a licensed land surveyor in the State of Colorado
do hereby certify that this plat has been prepared under my direction
in accordance with the Colorado Revised Statutes, as amended, and that
this plat does accurately show the described tract of land and the
subdivision thereof, to the best of my knowledge and belief. I further
certify that any portion(s) of this property which do lie within the designated
flood hazard area as shown on the F.E.M.A. F.I.R.M. maps are accurately
shown hereon.



VICINITY MAP
not to scale



COUNTY CLERK AND RECORDERS STATEMENT

State of Colorado }
County of _____ }
This plat was filed for record in the office of the County Clerk
and Recorder of _____ County, Colorado
at _____ M., on _____ day of _____, 20____ A.D.
under Reception No. _____
County Clerk and Recorder

EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the
plat, with the sole responsibility for maintenance being vested with the
adjacent property owners except as otherwise noted, all interior lot lines
are subject to a five (5) foot easement on both sides of lot lines. Exterior
subdivision boundary is subject to a ten (10) foot easement.

DRAWN BY: TYC & GRH
CLIENT: Travis and Rebecca Jenkins
P. O. Box 585
Penrose, Colorado 81240
DATE: 01/14/2022

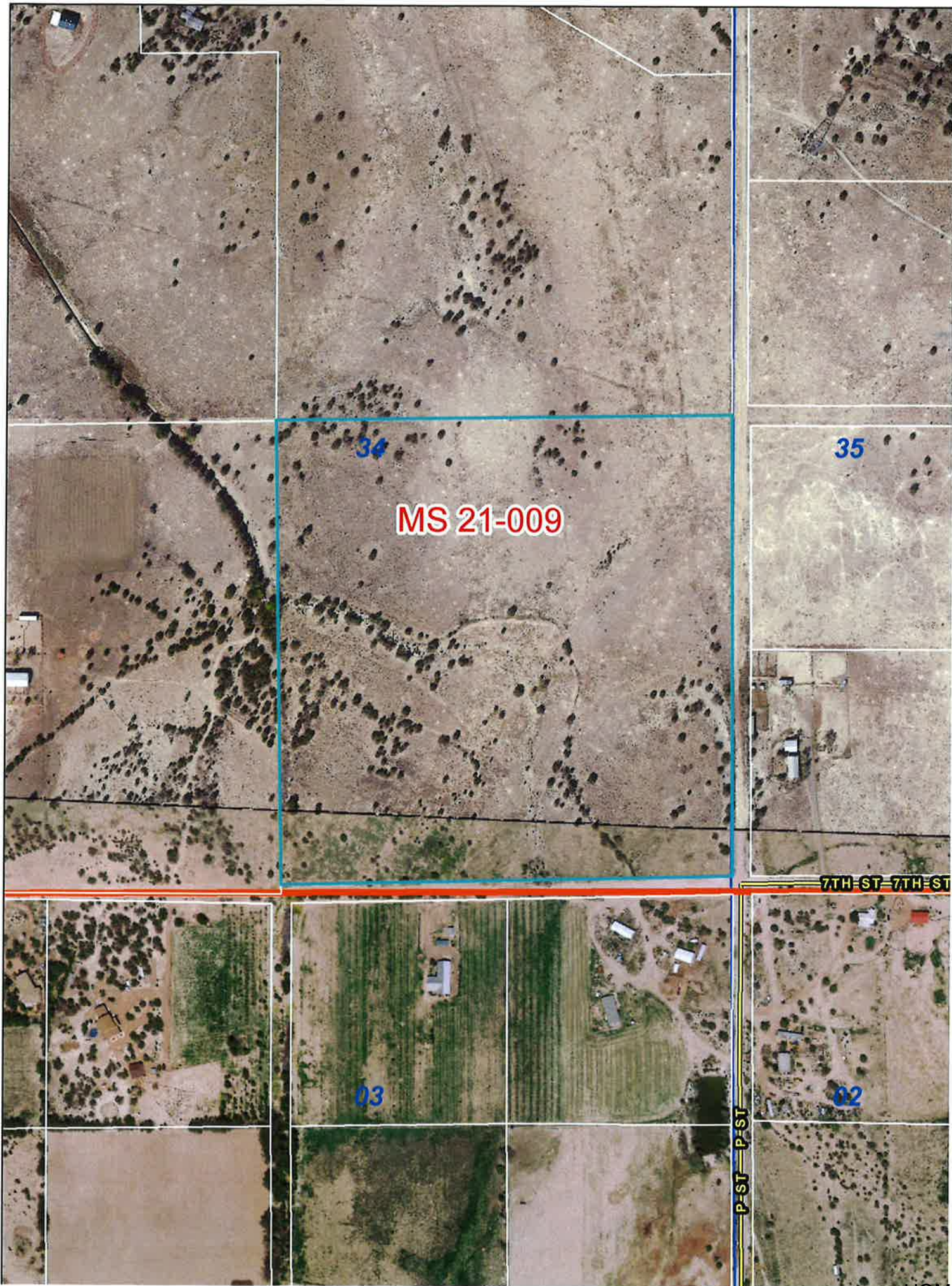
Client: Travis and Rebecca Jenkins
P. O. Box 585
Penrose, Colorado 81240

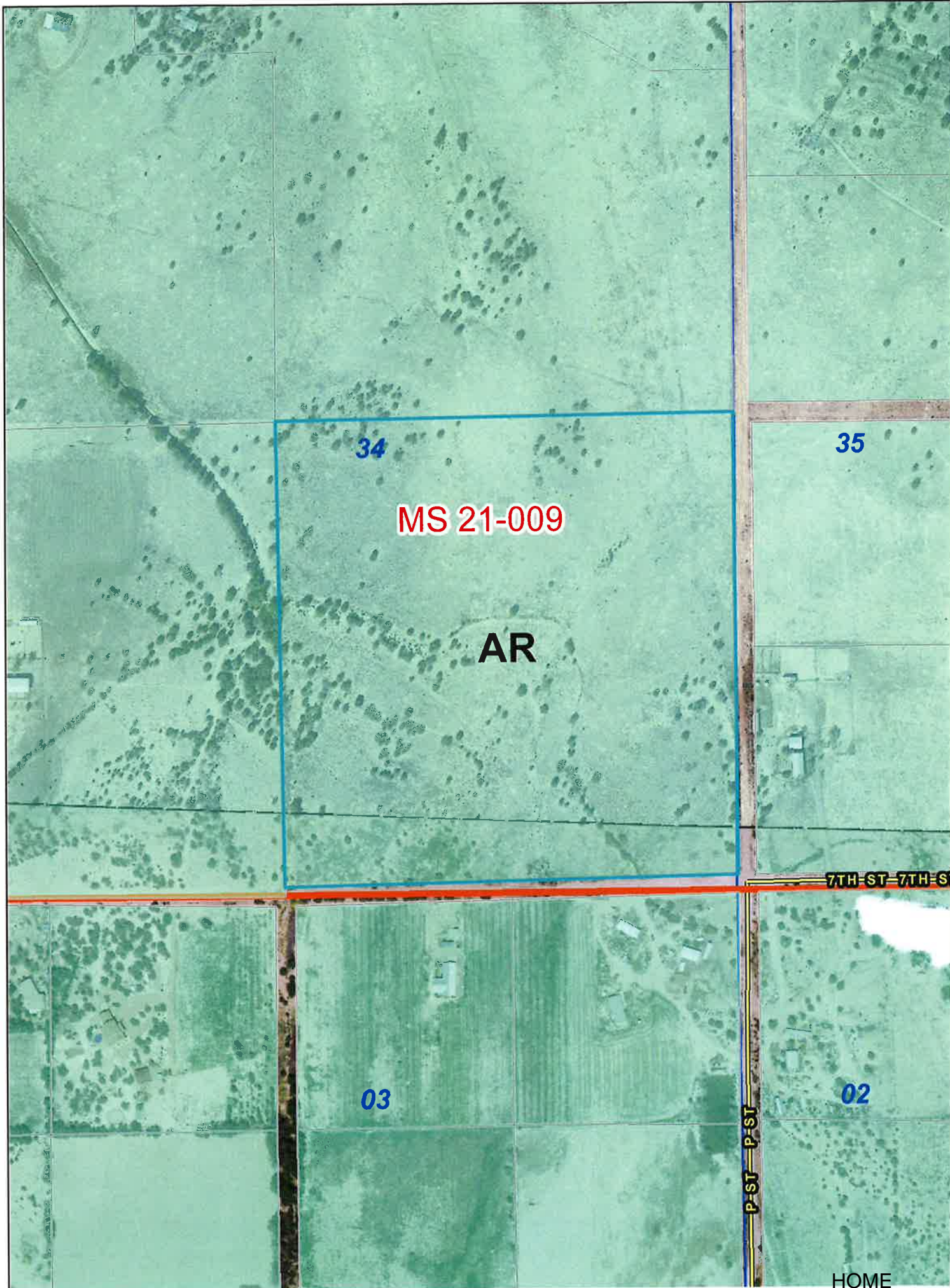
NOTICE
According to Colorado law you must commence any legal action based on any defect in
this survey within three years after you first discover such defect. In no event may any
legal action based upon any defect in this survey be commenced more than ten years from
the date of certification shown hereon.
Any person who knowingly removes, alters or defaces any Public Land Survey Monument
or Land Boundary Monument or Recordors commission a class 1A misdemeanor
pursuant to Colorado State Statute 18-6508, of the Colorado Revised Statutes
LINEAL UNITS
Lineal units = U.S. Survey foot = 1.00' = 12 inches

Crown Point Land Services
719-275-5005 Office
P.O. Box 749
Canon City, CO 81215-0749
391 Arrowhead Drive
Florissant, CO 80816
crown.land@outlook.com

NOTES
This survey does not constitute a title search by Crown Point Land Services to determine
ownership or easements of record. For all information regarding easements, right of way
and title of record, we relied upon Title Commitment No. 1506488 prepared by
Unified Title Company, A Division of Stewart Title Company, dated 01/14/2022.

BASIS OF BEARINGS:
Bearings based on the South line of Lot 2, of Hammock Subdivision,
(N 89°11'23" E) Both corners being a found rebar and cap.





34

MS 21-009

AR

35

7TH-ST-7TH-S

03

02

P-ST P-ST

HOME



Planning and Zoning Department

615 Macon Avenue Room 210, Canon City, Colorado

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

Email planning@fremontco.com

January 13, 2022

Travis and Rebecca Jenkins
1575 7th Street
Penrose, CO 81240

Reference: Department Comments and Submittal Deficiencies - MS 21-009 TB Minor Subdivision

In review of your application, MS 21-009 TB Minor Subdivision, requesting approval of a Minor Subdivision by Fremont County, the following items will need further explanation, corrections, changes or additional information submitted to the Department prior to scheduling this item on the agenda of a Fremont County Planning Commission meeting:

1. **Application Item #21:** A title insurance commitment or policy with an effective date within thirty (30) days of the application submittal which shall set forth the names of all owners of property included in the proposed plat, and shall include a list of all mortgages, judgments, liens, easements, contracts, agreements, and other interests of record in the County, which affect the property covered by such plat. (An updated title insurance commitment or policy shall be required prior to recording of the subdivision plat, if said recording date is more than sixty (60) days from the effective date of the title insurance commitment or policy. An updated title insurance commitment or policy may necessitate further requirements of the applicant, prior to recording the plat). Effective date of commitment submitted November 18, 2021.
2. **Total Residence: Per regulation 3.8.1 No manufactured home, manufactured home single-wide, may be used as a storage structure in any zone district.** Removal of the existing trailer will be necessary for approval of the minor subdivision.
3. **Please address all the redline corrections indicated on the site plan.**

Please submit the above listed items and one hardcopy and one electronic complete revised submittal packets to the Fremont County Department of Planning and Zoning on or before **July 13, 2022** before 12:00 p.m. (noon), so that this item can be placed on the Fremont County Planning Commission Meeting Agenda. This meeting is to be held at 3:00 p.m. in the Fremont County Board of County Commissioners Meeting Room (LL3) at the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado.

When items are submitted to the Department to meet the requirements of the Department Comments & Submittal Deficiencies Letter, they shall be accompanied by a cover letter explaining how the items submitted will meet the requirements of the Department Letter. Deficiencies will not be accepted, if not accompanied by a cover letter. Submittal deficiencies must be made to a Department representative, who will review the deficiency submittal with the person making the submittal. If submittal is made without review of a representative the submittal will not be considered accepted and will be returned to the applicant.

A full application fee will be charged to the applicant, if all deficiencies as per the initial application review letter are not adequately addressed or provided. Each subsequent deficiency review letter 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.

This item will be considered, as a complete application upon submittal of the aforementioned items unless, upon submittal of these items the Department of Planning and Zoning determines that additional information or documentation will be necessary for review of the application.

You and/or your designated representative must attend the above-mentioned meeting. If you and/or your designated representative are unable to attend the meeting, please contact the Department as soon as possible for rescheduling on the following months meeting agenda.

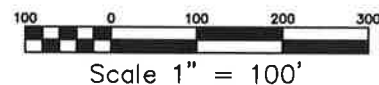
The Department will send a representative to the site, to video tape the site prior to the Planning Commission Meeting. If there are locked gates or guard animals, please contact the Department as soon as possible to arrange for the representative's site visit. This procedure is a valuable asset to the Planning Commission Members as they cannot all visit the site and this video can be very helpful in their understanding of your request.

If you have questions, feel free to contact the Department.

Fremont County,

Mica Simpleman,
Director
Fremont County Planning and Zoning

cc. Crown Point Land Services
P.O. Box 749
Canon City, CO 81215-0749



T. B. MINOR SUBDIVISION

A VACATION AND REPLAT OF LOT 2, HAMMOCK SUBDIVISION
in the SE1/4SE1/4 SECTION 34,
TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS that

Travis Jenkins
Rebecca Jenkins

are the owners of the following described land:

TO WIT

Lot 2, Hammock Subdivision, according to the recorded plat
County of Fremont, State of Colorado
Containing 1,667,826.34 Sq Ft or 38.23 Acres more or less.

DEDICATION I

Travis Jenkins
Rebecca Jenkins

being the owner(s) of the above-described land being platted and/or
subdivided in Fremont County, Colorado, under the name of
T. B. MINOR SUBDIVISION

have laid out, platted and/or subdivided the same as shown on this plat
and do hereby dedicate to the public of large the streets, dikes, roads and
other public uses as shown hereon and hereby dedicate those portions of
the land labeled as easements for the installation and maintenance of
public utilities as show hereon. The sole right to assign use or vacate is
vested with the Board of County Commissioners.

In witness whereof

Travis Jenkins

has subscribed his name this _____ day of _____ A.D. 20____

By Travis Jenkins

Rebecca Jenkins

has subscribed her name this _____ day of _____ A.D. 20____

By Rebecca Jenkins

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this
day of _____ A.D. 20____ by

Travis Jenkins
Rebecca Jenkins

My commission expires _____

My address is _____

Witness my hand and official seal, _____
Notary Public

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

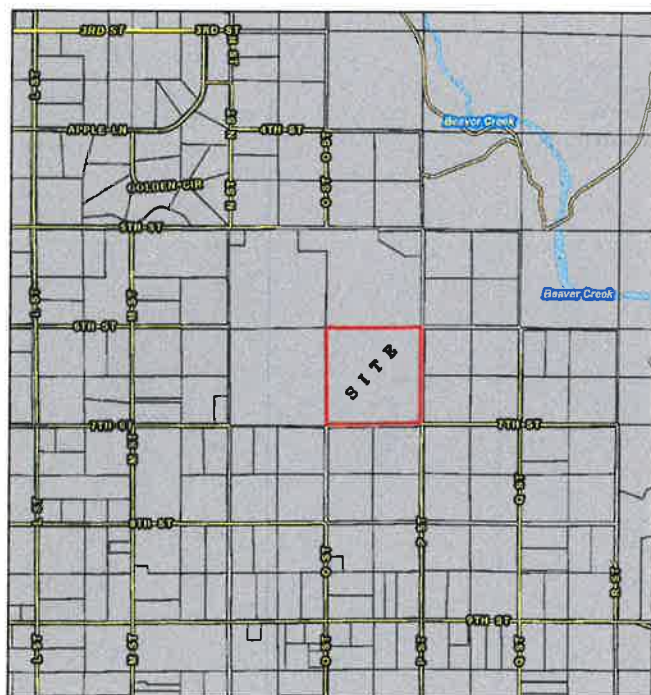
The undersigned Chairman of the Board of County Commissioners of
Fremont County, Colorado hereby certifies that the plat was approved
and all roads, streets and easements are hereby accepted provided,
however, that such acceptance shall not in any way be considered as an
acceptance for maintenance purposes. Maintenance of, or snow removal
from said road or streets shall be only upon a separate resolution of the
Board of the County Commissioners.

Chairman, Fremont County Board of Commissioners _____ Date _____

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, George R. Hall, a licensed land surveyor in the State of Colorado
do hereby certify that this plat has been prepared under my direction
in accordance with the Colorado Revised Statutes, as amended, and that
this plat does accurately show the described tract of land and the
subdivision thereof, to the best of my knowledge and belief. I further
certify that any portion(s) of this property which do lie within the designated
flood hazard area as shown on the FEMA F.I.R.M. maps are accurately
shown hereon.

George R. Hall, PLS # 38118 _____ Date _____



LOCALITY MAP
not to scale

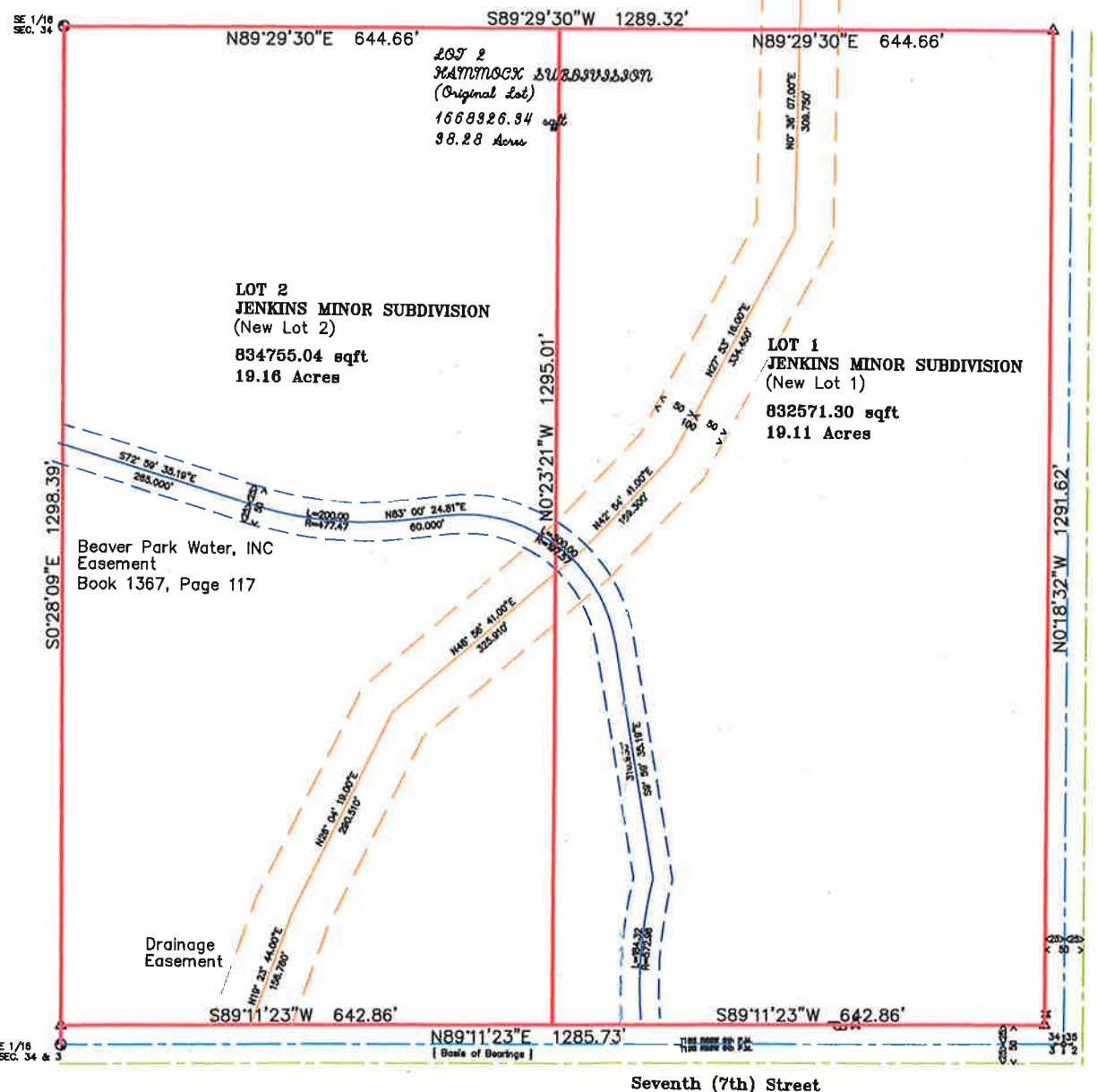
COUNTY CLERK AND RECORDERS STATEMENT

State of Colorado _____
County of _____
This plat was filed for record in the office of the County Clerk
and Recorder of _____ County, Colorado
at _____ M., on _____ day of _____, 20____ A.D.
under Reception No. _____

County Clerk and Recorder _____

EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the
plat, with the sole responsibility for maintenance being vested with the
adjacent property owners except as otherwise noted. All interior lot lines
are subject to a five (5) foot easement on both sides of lot lines. Exterior
subdivision boundary is subject to a ten (10) foot easement.



OWNER BY: TYC & GRH
FILENAME: 2021260Jenkins
DATE: 12/22/2021

Client: Travis and Rebecca Jenkins
P. O. Box 686
Penrose, Colorado 81240

NOTICE: In Colorado, any plat or map of land within the State of Colorado...
LITERAL UNITS: Linear Units - U.S. Survey Feet - 1.00' = 12 inches

Crown Point Land Services
719-275-5005 Office 301 Arrowhead Drive
P.O. Box 749 Florissant, CO 80816
Canon City, CO 81215-0748 crown.land@outlook.com

NOTES: This survey does not constitute a title search by Crown Point Land Services to determine
ownership or easements of record. For all information regarding easements, right of way
and title of record, we relied upon Title Commitment No. 1506468 prepared by
Unified Title Company, A Division of Stewart Title Company, dated 12/01/2021.

BASE OF BEARINGS: Bearings based on the South line of Lot 2, of Hammock Subdivision,
(N 89°11'23" E) Both corners being a found rebar and cap.

HOME

T. B. MINOR SUBDIVISION
 A VACATION AND REPLAT OF LOT 2, HAMMOCK SUBDIVISION
 in the SE1/4SE1/4 SECTION 34,
 TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,
 FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS that
 Treva Jenkins
 Rebecca Jenkins
 are the owners of the following described land:

Lot 2, Hammock Subdivision, according to the recorded plat
 containing 1,607,328.34 sq ft or 36.88 Acres more or less.
 TO WIT:

DEDICATION I

Treva Jenkins
 Rebecca Jenkins
 being the owner(s) of the above described land being partitioned and/or
 subdivided in Fremont County, Colorado, under the name of
T. B. MINOR SUBDIVISION
 have sold and partitioned and/or subdivided the same as shown on this plat
 and do hereby dedicate to the public of large the streets, alleys, roads and
 other public areas as shown hereon and hereby dedicate those portions of
 the land labeled as easements for the partition and maintenance of
 public utilities as shown hereon. The sole right to assign use or locate in
 said public areas shall be reserved to the Board of County Commissioners.

In witness whereof

Treva Jenkins and *REBECCA JENKINS*
 have subscribed their names this _____ day of _____ A.D. 20____
 By Treva Jenkins
 Rebecca Jenkins
 have subscribed her name this _____ day of _____ A.D. 20____
 By Rebecca Jenkins

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this _____ day of _____ A.D. 20____
 My address is _____
 My commission expires _____

ACKNOWLEDGMENT AND ACCEPTANCE OF PLAT

The undersigned Chairman of the Board of County Commissioners of
 Fremont County, Colorado hereby certifies that the plat was approved
 and all roads, streets and easements are hereby accepted provided
 however, that such acceptance shall not in any way be considered an
 acceptance for maintenance purposes. Maintenance of or more removal
 from said road or streets shall be only upon a separate resolution of the
 Board of the County Commissioners.

Chairman, Fremont County Board of Commissioners
 Date _____

REGISTERED LAND SURVEYORS CERTIFICATE

I, George R. Hall, a licensed land surveyor in the State of Colorado,
 do hereby certify that this plat has been prepared under my direction
 in accordance with the Colorado Revised Statutes, as amended, and that
 this plat does accurately show the described tract of land and the
 subdivision thereof, to the best of my knowledge and belief. I further
 certify that any portion(s) of this property which do lie within the designated
 flood hazard area as shown on the F.E.M.A. Flood maps are accurately
 shown hereon.



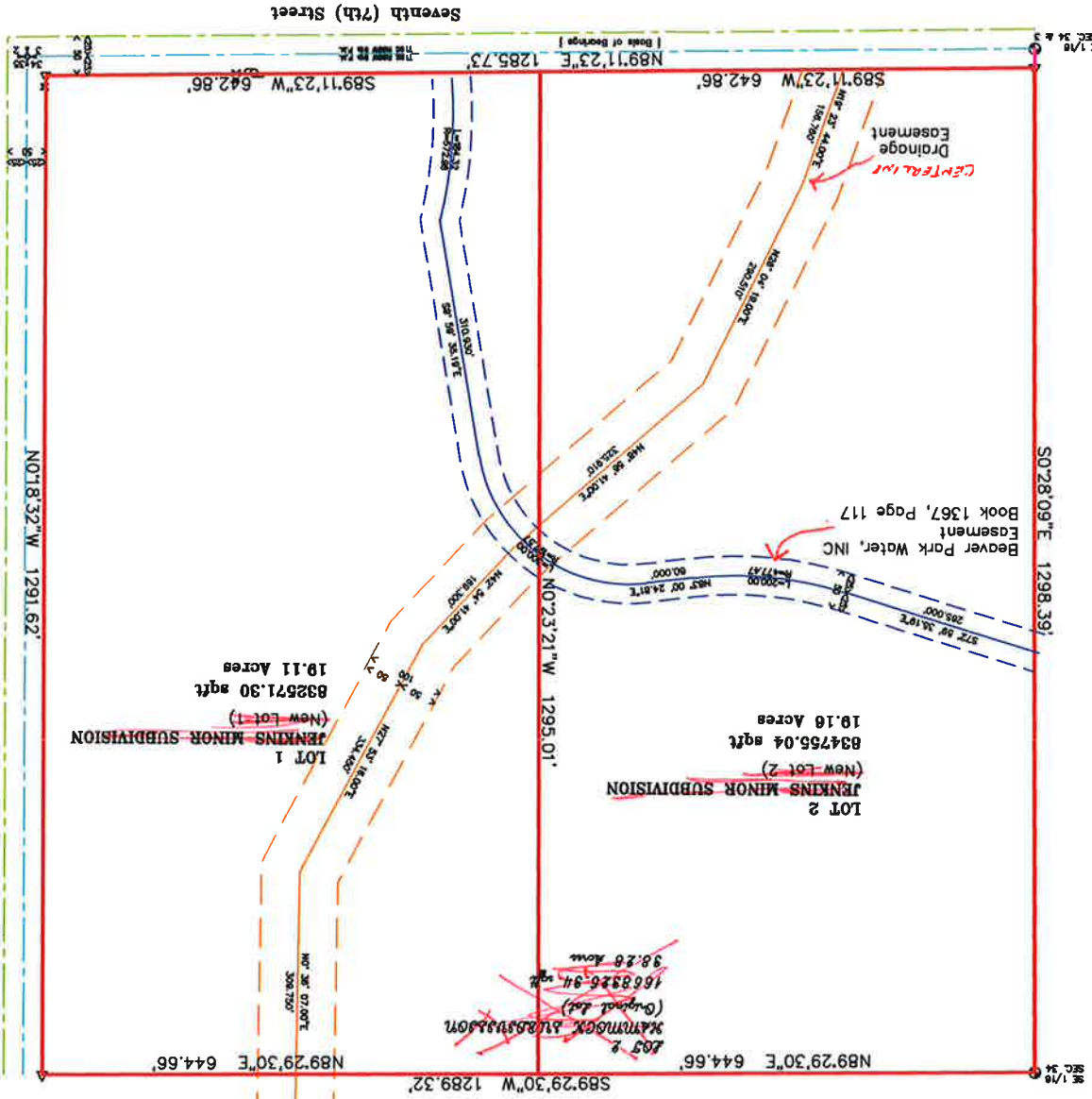
MONTY MAP
 not to scale

COUNTY CLERK AND RECORDERS STATEMENT

State of Colorado
 County of _____
 This plat was filed for record in the office of the County Clerk
 and Recorder of _____ County, Colorado,
 on _____ day of _____, 20____ A.D.
 under Reception No. _____

EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the
 plat, with the sole responsibility for maintenance being placed with the
 adjacent property owners except as otherwise noted. All interests in these
 easements are subject to a ten (10) foot easement.



BOOK: 20210561jenkins
 PAGE: 117
 COUNTY: Fremont, Colorado
 DISTRICT: 81240

Crown Point Land Services
 281 Arroyo Drive
 Pueblo, CO 81001
 719-575-0000
 crownpointland.com

NOTES
 This survey does not constitute a title search by Crown Point Land Services to determine
 ownership or easements of record. For information regarding easements, right of way,
 and size of record, we refer you to the Commission No. 150488 prepared by
 United Title Company, a Division of Stewart Title Company, dated 12/01/2021.

MAP OF HAMMOCK
 Based on the South line of Lot 2, Hammock Subdivision,
 (N 89°11'23" E) Both corners being a found rebar and cap.

George R. Hall, PLS # 38118
 Date _____

S89°29'30"W 1289.32'

N89°29'30"E 644.66'

Exhibit 27.1

T. B. MINOR SUBDIVISION

A VACATION AND REPLAT OF T 2, HAMMOCK SUBDIVISION
in the SE1/4 SECTION 34,
TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO

LOT 1
832571.30 sqft
19.11 Acres

P Street

N0°18'32"W 1291.62'

N0°25'E
100'

N0°23'21"W 1295.01'

L=300.00
R=197.57

N48°56'41"E
325.91'

N42°54'41"E
169.30'

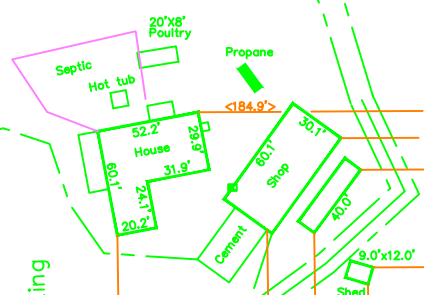
N27°53'16"E
334.45'

Beaver Park Water, INC
Easement
Book 1367, Page 117

310.93'
S9°59'35"E

L=184.32
R=572.96

Drainage
Easement

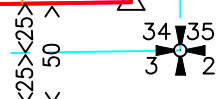


S89°11'23"W 642.86'

N89°11'23"E 1285.73'

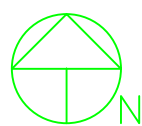
T18S R68W 6th P.M.
T19S R68W 6th P.M.

{ Basis of Bearings }



Travis
Client:
1506488
Title Commitment No.:
2021258jenkins
File name:
county
Ordered by:

"Land Survey Plat" as defined in the Colorado Revised Statutes
means a plat which shows the information developed by a monumented
land survey, including any conflicting boundary evidence, which plat
is suitable for recording pursuant to Section 38-51-102".



Scale 1" = 100'

Crown Point Land Services

HOME

719-275-5005 PHONE 391 Arrowhead Dr., Florissant, CO 80816

Submittal Review/Staff Report -Minor Subdivision

Project Name: MS 21-009 T.B. Minor Subdivision

Applicant(s): Travis and Rebecca Jenkins

Consultant: Crown Point Land Services, George Hall

Request: Requesting approval for minor subdivision that will create a total of 2 lots. The subject property is located in the Agricultural Suburban Zone District, on Dozier Ave, across from Serenity Lane

Fremont County Zoning Regulations & Requirements:

<u>Compliance Factors</u>	<u>Proposal</u>	<u>Notes/Findings</u>
Application & Exhibits:	Submitted & provided	Required documents have been provided unless noted as a contingency below.
Plat Drawing Requirements:	Submitted	Requirements are met, including the required plat language.
Current Deed of Record	Provided	Current deed is provided
Title Commitment or policy	Provided	Provided: Document # 937363 Dated 03/21/2016
Property Interests:	No noted	Per records and title commitment no liens, mortgages are present,
Tax Certificate:	Provided	Taxes are current
Plat Improvements:	Provided on separate drawing	Reviewed-regulations met, all items are indicated
Proof of water:	Submitted	Letter from Penrose Water District indicating service can be provided to the new lots
Proof of sewer:	N/A	Will need a OWTS
Proof of access to public right-of way:	Indicated	Access for lot 2 will be off 7 th Street
Topographic & Soils Information:	Provided	Information provided
Drainage Plan & Report:	Provided	Applicant requests waiver to drainage plat is noted
Fire Protection Form:	Provided	Form is complete and signed by district
Ditch Company Notification:	Provided	Ditch company has been notified
Rec District Notification:	Provided	Notification has occurred
Mineral Interests Notification:	Submitted	Owner has been notified no comments have been received.
Utility Companies Notification:	Submitted	Utility Companies have been notified.
Additional Information: 1. Information for addressing 2. Closure Sheets 3. Driveway Access Permit 4. Detailed Utility plan 5. Quit Claim deed – Drainage 6. Mylar & tow polyester copies – After approval 7. Additional Information Requested	1. Available 2. Provided 3. See Note 4. Contingency 5. Note on plat 6. Contingency 7. None Requested	1. Information is available for the department. Addresses shall be issued upon approval. 2. Closure Sheets have been provided 3. Access permit will be required for lot 1 4. Utilities are in the area, lot 2 has existing. 5. Maintenance is noted on plat

		<p>6. Applicant will provide upon approval</p> <p>7. None requested or needed.</p>
<p>Zone District Development Requirements:</p> <p>Lots comprising an area of fifteen-thousand (15,000) square feet or more but less than one (1) acre shall be serviced by public water and public sewer systems.</p> <p>Lots comprising an area of one (1) acre or more but less than four and one half (4 ½) acres shall be serviced by a public domestic water system but may be serviced by an individual sewage disposal system. Lots comprising four and one half (4 ½) acres may be serviced by an individual well and individual sewage disposal system.</p> <p>4.6.5.3 Minimum lot width:</p> <p>4.6.5.3.1 One-hundred (100) feet with public water and sewer service.</p> <p>4.6.5.3.2 One-hundred and fifty (150) feet with public water service and individual sewage disposal.</p> <p>4.6.5.3.3 Three-hundred (300) feet with individual well and sewage disposal.</p>	<p>Subject Property is zoned Agricultural Suburban</p>	<p>Lots meet minimal development requirements for the zone district.</p> <p>Minimum lot width is meet.</p> <p>Lot 1 = 19.11 Acreage</p> <p>Lot 2 = 19.16 Acreage</p>
<p>Appendix 1: (A) -General Standards</p> <ol style="list-style-type: none"> 1. Preservation of natural terrain, drainage, trees, wildlife habitat, and mineral resource areas 2. Hazardous conditions such as landslides, mud flows, avalanche, rock falls, mine subsidence, floods, etc. shall be mitigated. 	<p>Statement Provided:</p>	<ol style="list-style-type: none"> 1. Preservation requirements are met 2. No hazardous conditions are noted for the proposal
<p>Appendix 1: (b) Lot Standards:</p> <ol style="list-style-type: none"> 1. No lot shall be divided by a municipal or county boundary line 2. Lots shall not be divided by a road, alley or other lot 3. Wedge Shaped Lots: Width shall not be less than permitted width for the zone district. Building 	<ol style="list-style-type: none"> 1. Noted on plat 	<ol style="list-style-type: none"> 1. Property is contained within county boundary lines 2. Lots are not divided by roads, other lots, or alleys 3. No wedge-shaped lots

<p>setback lines shall be located.</p> <ol style="list-style-type: none"> 4. Frontage to public street required 5. Frontage to major highways shall be provided as applicable 6. Double Frontage Lots: Access shall be limited to one street 7. Corner lots: Enough width to permit buildings sites with orientation from both streets, unless access is limited to one. 8. Access for each lot to a public dedicated street within the network of county, city, state, and federal roadways 9. Side lines of all lots, as practicable shall be right angles 10. Wherever possible depth shall not be greater than twice the width 11. Each site shall have an adequate building area 		<ol style="list-style-type: none"> 4. Adequate Frontage to public roads is provided 5. Not adjacent to a highway 6. N/A 7. N/A 8. Access is provided 9. Meets regulations 10. Depth does exceed width. The current size and layout of the existing lot is rectangular in nature. Based upon access points and layout the proposed division equates to greater depth. 11. All lots/sites have adequate building area
<p>Appendix 1 (c): Access Standards</p> <ol style="list-style-type: none"> 1. Public right of way-lots shall have frontage 2. Private Roads 3. Street Improvements 	Noted	<ol style="list-style-type: none"> 1. Frontage is provided 2. N/A 3. Access is provided off of platted county-maintained roads/streets.
Appendix 1 (d-m): Street Design Standards	Not applicable	No proposed streets
Appendix 1 (II) Utilities Design	Notification provided	Utilities are existing. Cost is associated with developer. No upgrades to existing services are necessary.
Appendix 1 (III) General Design – Drainage	Drainage Plan Provided	Drainage plan is provided and approved by County Engineer

DETERMINATION:

Contingency Items:

1. None

Waiver Requests:

The drainage plan is being requested to be waived due to the size of the parcels. If not waived then can we make it to be site specific at the time that a building plan for the vacant lot is submitted for building.

Department Recommendations:

The department has reviewed the application and found it to be complete and a true representation of the request as stated herein. The department finds that all minimal requirements per the Fremont County Subdivision Regulations will be satisfied by this application. This Department recommends **approval**.

Submittal Review/Staff Report -Minor Subdivision

Project Name: MS 21-009 T.B. Minor Subdivision

Applicant(s): Travis and Rebecca Jenkins

Consultant: Crown Point Land Services, George Hall

Request: Requesting approval for minor subdivision that will create a total of 2 lots. The subject property is located in the Agricultural Suburban Zone District, on Dozier Ave, across from Serenity Lane

Fremont County Zoning Regulations & Requirements:

<u>Compliance Factors</u>	<u>Proposal</u>	<u>Notes/Findings</u>
Application & Exhibits:	Submitted & provided	Required documents have been provided unless noted as a contingency below.
Plat Drawing Requirements:	Submitted	Requirements are met, including the required plat language.
Current Deed of Record	Provided	Current deed is provided
Title Commitment or policy	Provided	Provided: Document # 937363 Dated 03/21/2016
Property Interests:	No noted	Per records and title commitment no liens, mortgages are present,
Tax Certificate:	Provided	Taxes are current
Plat Improvements:	Provided on separate drawing	Reviewed-regulations met, all items are indicated
Proof of water:	Submitted	Letter from Penrose Water District indicating service can be provided to the new lots
Proof of sewer:	N/A	Will need a OWTS
Proof of access to public right-of way:	Indicated	Access for lot 2 will be off 7 th Street
Topographic & Soils Information:	Provided	Information provided
Drainage Plan & Report:	Provided	Applicant requests waiver to drainage plat is noted
Fire Protection Form:	Provided	Form is complete and signed by district
Ditch Company Notification:	Provided	Ditch company has been notified
Rec District Notification:	Provided	Notification has occurred
Mineral Interests Notification:	Submitted	Owner has been notified no comments have been received.
Utility Companies Notification:	Submitted	Utility Companies have been notified.
Additional Information: 1. Information for addressing 2. Closure Sheets 3. Driveway Access Permit 4. Detailed Utility plan 5. Quit Claim deed – Drainage 6. Mylar & tow polyester copies – After approval 7. Additional Information Requested	1. Available 2. Provided 3. See Note 4. Contingency 5. Note on plat 6. Contingency 7. None Requested	1. Information is available for the department. Addresses shall be issued upon approval. 2. Closure Sheets have been provided 3. Access permit will be required for lot 1 4. Utilities are in the area, lot 2 has existing. 5. Maintenance is noted on plat

		<p>6. Applicant will provide upon approval</p> <p>7. None requested or needed.</p>
<p>Zone District Development Requirements:</p> <p>Lots comprising an area of fifteen-thousand (15,000) square feet or more but less than one (1) acre shall be serviced by public water and public sewer systems.</p> <p>Lots comprising an area of one (1) acre or more but less than four and one half (4 ½) acres shall be serviced by a public domestic water system but may be serviced by an individual sewage disposal system. Lots comprising four and one half (4 ½) acres may be serviced by an individual well and individual sewage disposal system.</p> <p>4.6.5.3 Minimum lot width:</p> <p>4.6.5.3.1 One-hundred (100) feet with public water and sewer service.</p> <p>4.6.5.3.2 One-hundred and fifty (150) feet with public water service and individual sewage disposal.</p> <p>4.6.5.3.3 Three-hundred (300) feet with individual well and sewage disposal.</p>	<p>Subject Property is zoned Agricultural Suburban</p>	<p>Lots meet minimal development requirements for the zone district.</p> <p>Minimum lot width is meet.</p> <p>Lot 1 = 19.11 Acreage</p> <p>Lot 2 = 19.16 Acreage</p>
<p>Appendix 1: (A) -General Standards</p> <ol style="list-style-type: none"> 1. Preservation of natural terrain, drainage, trees, wildlife habitat, and mineral resource areas 2. Hazardous conditions such as landslides, mud flows, avalanche, rock falls, mine subsidence, floods, etc. shall be mitigated. 	<p>Statement Provided:</p>	<ol style="list-style-type: none"> 1. Preservation requirements are met 2. No hazardous conditions are noted for the proposal
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DETERMINATION:

Contingency Items:

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Waiver Requests:

The drainage plan is being requested to be waived due to the size of the parcels. If not waived then can we make it to be site specific at the time that a building plan for the vacant lot is submitted for building.

Department Recommendations:

The department has reviewed the application and found it to be complete and a true representation of the request as stated herein. The department finds that all minimal requirements per the Fremont County Subdivision Regulations will be satisfied by this application. This Department recommends **approval**.

WARRANTY DEED

THIS DEED, Made this 16th day of March, 2016 between
Roger W. Hammock and Judy Lee Eells Hammock
of the County of Fremont and State of COLORADO, grantor, and
Travis Jenkins and Rebecca Jenkins
whose legal address is *Po Box 28, Arvada CO. 81022*
of the County of Fremont, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of Ninety-Five Thousand Dollars and No/100's (\$95,000.00), 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 grantees, their 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, and State of COLORADO, described as follows:

Lot 2, Hammock Subdivision

County of Fremont
State of Colorado

Doc Fee
\$ 9.50

also known by street and number as 1500 7th Street, Penrose, CO 81240

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, 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 grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected into the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated February 13, 2016, between the parties.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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 has executed this deed on the date set forth above.
SELLERS:

Roger W. Hammock
Roger W. Hammock

Judy Lee Eells Hammock
Judy Lee Eells Hammock 03/16/16

STATE OF COLORADO
COUNTY OF Fremont

}ss:

The foregoing instrument was acknowledged before me this 16th day of March, 2016 by Roger W. Hammock and Judy Lee Eells Hammock

Jessica M Curtis
Notary Public

Witness my hand and official seal,
My Commission expires: *7/10/18*

JESSICA M CURTIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20024013505
MY COMMISSION EXPIRES JULY 10, 2018

