

Submittal Review/Staff Report -Variance Request

Project Name: LLA 23-009 Canon Farms Lot Line Adjustment

Applicant(s): Robert Wright

Consultant: Cornerstone Land Surveying – Matt Koch

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

The water service for Lot 2 would cross over the southeast corner of Lot 1. The future purchaser of Lot 1 would like to keep the service line on the property it serves.

Proposing

Lot 1: 3.0 Acres, 130,746 sq. ft.

Lot 2: 11.60 Acres 505,468 sq. ft.

The subject property is located in the Agricultural Suburban Zone District, 3369 Adams Ave. in Canon City

Zoning District Development Requirements: The proposed lot meets all of the following Fremont County Zoning Regulations

4.6.5 DEVELOPMENT REQUIREMENTS:

4.6.5.1.1 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. 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.

4.6.5.2 Maximum lot coverage: Twenty-five (25) percent. **3.20%**

4.6.5.3 Minimum lot width:

4.6.5.3.1 One-hundred (100) feet with public water and sewer service. **191.76'**

4.6.5.4 Maximum building height: Thirty-five (35) feet.

4.6.5.5 Minimum setback requirements:

4.6.5.5.1 Front yard: Twenty-five (25) feet. **32'**

4.6.5.5.2 *Side yard: Ten (10) feet for primary buildings. Five (5) feet for accessory buildings. **12'**

4.6.5.5.3 *Rear yard: Twenty (20) feet for primary buildings. **580'**

4.6.5.5.3.1 Ten (10) feet for accessory buildings.

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Fremont County Subdivision Regulations

XV. LOT LINE OR BOUNDARY ADJUSTMENT: A Lot Line Adjustment is an administrative process which allows for the adjustment of lot lines and adjoining easements between two (2) or more adjacent platted lots of record. The submittal is considered a lot line adjustment if one (1) of the subject properties is a platted lot and the other is a metes and bounds described property. A boundary adjustment is an administrative process which allows for the adjustment of property lines between two (2) or more adjacent aliquot or metes and bounds described properties.

B. REVIEW OF THE LOT LINE OR BOUNDARY ADJUSTMENT:

c. The Lot Line or Boundary Adjustment shall meet the general intent of the Zoning & Subdivision Regulations.

3. After review of all required information, if it is determined by the Department that the Commission and Boards review is not required, the Department upon satisfactory submission and review, will record the final plat in the office of the Clerk and Recorder of Fremont County. If the Commission and Boards review is required, it shall be in accordance with the procedures of Section XII., C.

Appendix 1

B. LOT STANDARDS:

1. No single lot shall be divided by a municipal or county boundary line. Meets
2. A lot shall not be divided by a road, alley or other lot. Meets
3. **Wedge shaped lots:** In case of wedge shaped lots, no lot width shall be less than the permitted width of the existing or proposed zone district. The building setback line shall be located, by dimensions, at a point where the minimum lot width complies with the required lot width and required setback as per the zone district. The setback shall be from the closest property line. N/A
4. **Front on public street:** All residential lots in subdivisions shall front on a public street. Meets
5. **Frontage on major highways:** Where a residential subdivision abuts a major highway, service roads shall be required. N/A
6. **Double frontage lots:** Double frontage lots shall be accessed from only one (1) street or right-of-way. N/A
7. **Corner lots** shall have enough width to permit appropriate building sites with an orientation from both streets, unless access is limited to only one of the streets. N/A
8. Each lot shall have access to a public dedicated street in the continuous integrated network

of county, city, state and federal roadways. Meets

9. The side lines of all lots, as far as practicable, shall be at right angles to the street which the lot faces or approximately radial to the center of curvature, if such street is curved. Side lines of lots shall be approximately radial to the center of curvature of the cul-de-sac on which the lot faces. If non-radial it shall be indicated. Meets

10. Wherever possible, the depth of lots should not be greater than twice its width. Proposed lot 1 does not meet this regulation. The lot is 191.76 in width and 679.54 in depth, this makes the lot over three times greater than its width.

11. Each lot shall have an adequate building area in relation to zoning regulations, taking into consideration, poor soils, high water tables, flooding possibilities, or other limiting hazards to building. Meets

Comments Received:

Grandview Ditch – Mannie Colon

Requiring an overdue assessment fee to be paid of \$585.65.

Applicant contingency Requests:

- 1) Closure sheet for the entire boundary.

Planning & Zoning Department Recommendations:

The Planning and Zoning Department recommends denial due to the following reasons:

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

Remedy:

1. Reconfigure the proposed lot and add an easement for the water line.

FREMONT COUNTY ENVIRONMENTAL HEALTH DEPARTMENT



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

TO: Planning and Zoning

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

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

SUBJECT: LLA 23-009 Canon Farms

DATE: November 27, 2023

This department has received the application for LLA 23-009 (Canon Farms Lot Line Adjustment) after my review of the application, this department has no existing violations against either property. The property doesn't appear to be in a Special Flood Hazard Area.

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

November 27, 2023

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

Subject: Canon Farms LLA 23-009

I have reviewed the subject application and have no comments. If you have questions or need further assistance, please don't hesitate to contact me.
Thank you.

J Bunderson

J K Bunderson
Fremont County Engineer

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Joanne Kohl

From: Lancaster - CDOT, Adam <adam.lancaster@state.co.us>
Sent: Thursday, November 16, 2023 9:25 PM
To: Joanne Kohl
Subject: Re: LLA 23-009 Canon Farms

CAUTION: This sender is located outside of your organization.

Joanne

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

Thank you

On Thu, Nov 16, 2023 at 10:26 AM Joanne Kohl <joanne.kohl@fremontco.com> wrote:

Good Morning,

Attached is the application for LLA 23-009 Canon Farms Lot Line adjustment for your review. Please provide any comments by November 30th, 2023. Please contact of office if you have any questions or if we can be of further assistance.

Thank You,

Joanne



Joanne Kohl

Planning and Zoning Department

615 Macon Avenue Room 210

Canon City, CO 81212

Telephone (719) 276-7360

Email joanne.kohl@fremontco.com



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 11/29/2023

Project Name: LLA 23-009 Canon Farms

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: 6

Types:0

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 are no issues.

Kyle Yarberry

November 29, 2023

Mike Fowler

November 29, 2023

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

TO: UTILITY CO'S
FROM: CORNERSTONE LAND SURVEYING
Name of Subject Property Owner / Applicant
DATE: 11-15-23
Reference: CANON FARMS LLA
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 3369 ADAMS, CANON CITY
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: LOT 1 AND 2, CANON FARMS

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.

-- This application will be heard by the Board on _____ at 3:00 PM.

-- This application will be an administrative review by the Department.

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) 276-3360, 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: Grandview Ditch
Name of contact person: Mannie Colon
Title: PRES. Telephone: 719 240 6359 Email: M.Colon@Colonorchards.com
Mailing Address: P.O. Box 392 Canon City, Co 81215-0392
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:

There is a Assessment fee of \$585.65
due on this address.

Signature of Authorized Entity Representative _____ Date 11/29/23

Grandview Irrigation Co

PO Box 392

Canon City, CO 81215

Invoice

Date	Invoice #
1/20/2023	745

Bill To
Julie & Richard Wright 3369 Adams Canon City, CO 81212

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Administrative Fee 690	690	15.00 0.85	15.00 586.50
PLEASE SEND A CURRENT E-MAIL ADDRESS!			

Total	\$601.50
Payments/Credits	-\$15.85
Balance Due	\$585.65

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December 28, 2023

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

Re: Lot Line Adjustment Application - Canon Farms

Dear Sir/Madam,

This letter 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 Lot Line Adjustment Application on behalf of Robert Wright affecting two (2) parcels within Fremont County, State of Colorado as identified within the application the property stated below, located in and being a portion of the NE1/4 of Section 3, Township 18 South, Range 70 West of the Sixth P.M., Fremont County, State of Colorado, being designated and more particularly described as Lot A and Lot B.

- 3369 Adams Ave., Canon City CO 81212, Fremont County Parcel Number 3821363016001
- 3371 Adams Ave., Canon City CO 81212, Fremont County Parcel Number 3821363016002

The purpose of this Boundary Line Adjustment is to modify the placement and orientation of the boundary line between Lot A and Lot B.

History:

According to our records, there are no registered groundwater wells on the parcel. Applicant provided a water service agreement from the City of Canon City for the property located at 3369 Adams Ave., Canon City, CO 81212

In a previous minor subdivision application (MS 23-001 Canon Farms Subdivision) the applicant declared subject property maintains current irrigation rights, and is encumbered by right of easement or right of use benefiting the DeWeese Dye Irrigation Company. Total number and/or quantity of shares not specified on application. Division of said shares per proposed Minor Subdivision not specified on application.



Compliance:

The source of water for this adjustment will be municipal water provided by the City of Canon City Water Department upon completion of this application. According to the submittal, this action does not involve expanded or changed use of groundwater.

The ditch that would serve this property would be the Grandview Ditch; it is a lateral of the Hydraulic Ditch. **The Division of Water Resources would like to see comments from the ditch and to know how the shares will be split or how the dry up will occur.**

Please contact me with any questions or concerns by email at elizabeth.nosker@state.co.us

Sincerely,

Elizabeth Nosker
Data Analyst - Water Division 2

ECC: Monica Long, GIS Analyst / Data & Compliance Team Lead, Division 2
Dan Henrichs, West Regional Lead, Division 2
Groundwater Information Team, Division 2





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

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

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

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

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

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

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

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

Please mark which application you are applying for:

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

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

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

a. Name: ROBERT WRIGHT
Mailing Address: 3369 ADAMS, CANON CITY, CO
Telephone Number: 719-650-2441 Facsimile Number: _____
Email Address: _____

b. Name: _____
Mailing Address: _____
Telephone Number: _____ Facsimile Number: _____
Email Address: _____

c. Consulting Firm Name: CORNERSTONE LAND SURVEYING
Mailing Address: 1022 PHAY, CANON CITY, CO 81212
Telephone Number: 719-275-8881 Facsimile Number: _____
Email Address: CSSURVEYING90@GMAIL.COM

2. The proposed plat title is CANON FARMS LLA
3. The total number of properties involved prior to this application are 2
4. The total number of lots as a result of this application are 2

5. Ratification:

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

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

a. This property is located in the AS Zone District.
b. This property is located in the AS Zone District.

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

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

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

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

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

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

a. Property "a" Owner Signature Robert Robert Wood Date 11-5-23

b. Property "b" Owner Signature _____ Date _____

Required Attachments:

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

NOV 20 2023

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: Fremont Sanitation District

Name of contact person: Brian Rupp

Title: District Manager/Engineer Telephone: 719-269-9050 Email: brupp@fsd.co

Mailing Address: 107 Berry Parkway , Cañon 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: _____
No comment or concern with the proposed action, as presented.

Signature of Authorized Entity Representative  Date 11/20/23





Fremont County Treasurer

Statement of Taxes Due

Account Number R028110
Assessed To

Parcel 98205101
WRIGHT ROBERT RICHARD & JULIE ANN
3369 ADAMS AVE
CANON CITY, CO 81212-9336

Legal Description

Situs Address
3369 ADAMS AVE

LOT 2 BRAT LLA
REF 470-00-570

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$2,357.80	\$0.00	\$0.00	(\$2,357.80)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 11/20/2023					\$0.00

Tax Billed at 2022 Rates for Tax Area 19A - 19A

Authority	Tax Rate	Amount	Values	Actual	Assessed
SCHOOL DISTRICT RE-1	0.0437070000	\$1,228.28	IRRIGATED LAND	\$11,931	\$3,150
CANON CITY RECREATION DISTR	0.0035160000	\$98.81	FARM	\$359,032	\$24,953
S.E. COLO WATER CONS DISTRI	0.0008870000*	\$24.93	RCH/RESIDENCE		
UPPER ARKANSAS WATER CONS D	0.0004380000*	\$12.31	Total	\$370,963	\$28,103
FREMONT COUNTY	0.0123120000	\$345.99			
CANON CITY FIRE PROTECTION	0.0230400000*	\$647.48			
Taxes Billed 2022	0.0839000000	\$2,357.80			

* Credit Levy

Home



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

Date: October 31, 2023
File Number: 2119597
Property Address: 3369 Adams Avenue, Canon City, CO 81212
Buyer/Borrower: Michael W. Haga

Please direct all Closing inquiries to:

Rosie Butts
Phone: (719) 275-4900
Fax: (719) 235-5029
Email Address: rosie@empirecanon.com

Michael W. Haga
Delivery Method: Emailed

Robert Richard Wright
Julie Ann Wright
Delivery Method: Emailed

HomeSmart Preferred Realty
3 Bassick Pl
Westcliffe, CO 81252

Attn: Brenda Bosse
Phone: (719) 783-0995
Fax:
E-Mail: brenda@brendabosse.com
Delivery Method: Emailed

HomeSmart Preferred Realty
3 Bassick Pl
Westcliffe, CO 81252

Attn: Brenda Bosse
Phone: (719) 783-0995
Fax:
E-Mail: brenda@brendabosse.com
Delivery Method: Emailed

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

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

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

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

Home



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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.

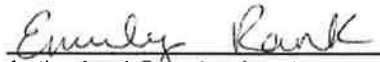
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY,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

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

COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, 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 Amount of Insurance 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
Stewart Title Company dba Empire
Title, A Division of Stewart
1220 Main Street
Canon City, CO 81212





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

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

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File No.: 2119597

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

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AMERICAN
LAND TITLE
ASSOCIATION



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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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5. LIMITATIONS OF LIABILITY

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

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

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: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title Company dba Empire Title, A Division of Stewart
Issuing Office: 1220 Main Street, Canon City, CO 81212
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2119597
Issuing Office File Number: 2119597
Property Address: 3369 Adams Avenue, Canon City, CO 81212
Revision Number: C2 - Updated Commitment Date and Amended Legal Description and Amended Requirement No. 8

1. **Commitment Date:** October 30, 2023 at 8:00AM

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA® Owner's Policy - Extended Proposed Insured: Michael W. Haga	\$952,000.00

(b) ALTA® Loan Policy
Proposed Insured:

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

FEE SIMPLE

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

Robert Richard Wright and Julie Ann Wright

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

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

	Premium
(a) 2021 ALTA® Owner's Policy - Extended	\$2,273.00
CO 110.1 OP Deletion of Exception \$65.00	
	Total Endorsements: \$65.00
	Total Premium: \$2,338.00
Tax Certificate	\$35.00

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2119597

LOTS 1 AND 2, CANON FARMS, AS RECORDED IN THE RECORDS OF THE FREMONT COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NO. 1027764, A REPLAT OF LOT 2, BRAT LOT LINE ADJUSTMENT, RECORDED JANUARY 26M 2015 UNDER RECEPTION NO. 925077, A LOT LINE ADJUSTMENT OF LOTS 28 AND 29, DOZIER MCKENZIE'S GRAND-VIEW SUBDIVISION, LOCATED WITHIN SECTION 36, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M., County of Fremont, State of Colorado.

(NEW LEGAL DESCRIPTION TO BE PROVIDED BY A COLORADO LICENSED SURVEYOR UPON COMPLETION OF THE NEW PLAT)

For Informational Purposes Only: 3369 Adams Avenue, Canon City, CO 81212
APN: 98205101, R028110

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2119597

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. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
6. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

7. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

8. Recordation of a properly executed Lot Line Adjustment plat of the land described herein with the approval of the proper governing authorities noted thereon and prepared by a Colorado licensed Surveyor.

NOTE: When the above requirement has been complied with, the description at Item No. 5 of Schedule A will be amended.

NOTE: This commitment, and the policy to be issued are subject to such further requirements and/or exceptions as may be necessary upon review of the plat by the Company, its agents or subsidiaries.

9. THE FOLLOWING REQUIREMENT IS FOR DELETION OF SURVEY EXCEPTIONS 2 AND 3 OF THE OWNERS POLICY:

A IMPROVEMENT LOCATION CERTIFICATE, prepared by a registered Colorado surveyor, within the last TWO MONTHS, must be presented to Stewart Title Guaranty Company, for its approval prior to the deletion of any survey exceptions from the OWNERS POLICY.

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty reserves the right to take exception to any adverse matters as shown on said survey, or make further inquiry or requirements relative thereto.

Said Survey, must be certified to Stewart Title of Colorado and/or Stewart Title Guaranty Company.

- 10. Deed from vested owner(s) vesting fee simple title in the purchaser(s). NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds CRS 38-35-109 (2). This Company is required by Federal Law to collect certain additional information from you and the parties representing you regarding the purchase of real property. US Code Title 31-Sec 5326 authorizes the U.S. Department of Treasury to collect information about certain transaction as specified in various geographic targeting orders for the purpose of preventing evasion of the Bank Secrecy Act. As a result of a Geographic Targeting Order ("GTO") issued by the United States Department of Treasury, Financial Crimes Enforcement Network ("FinCEN"), on November 15, 2018, and effective November 17, 2018, this transaction may be responsive to the requirements of the GTO. You may be required, as a condition of the issuance of the policy to provide additional information that will be reported to FinCEN. Please contact this Company and provide the details of this transaction in order to comply with the GTO.

If the transaction meets the reporting requirement, you will be asked to provide information on the identity of the parties to the transaction, which will be reported to FinCEN. This company is prohibited from issuing its policy if the transaction is reportable and the information is not provided for reporting. Additional exceptions and or requirements may be raised.

FOR INFORMATIONAL PURPOSES ONLY: 24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows: Quit Claim Deed recorded June 6, 2023, as Reception No. 1027780. Quit Claim Deed recorded October 5, 2015, as Reception No. 932843.

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

Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review Prior to closing.

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2119597

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. All matters as shown on the plat of [Dozier and McKenzie's Grandview Subdivision](#).
10. All matters as shown on the Map and Statement Oil Creek Ditch recorded May 22, 1907 in [File No. 79284](#).
11. Reservation of rights of way for ditches necessary to carry water to be used for irrigation as reserved in document recorded May 24, 1907 [in Book 144 at Page 517](#).
12. Reservation of rights of way for ditches necessary to carry water to be used for irrigation as reserved in document recorded May 15, 1935 [in Book 270 at Page 31](#).
13. Improvement Agreements recorded July 5, 1988 in [Book 874 at Page 341](#) and July 15, 1988 in [Book 876 at Page 119](#).

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