

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

14. [Resolution No. 49 Series of 1980.](#)
15. All matters shown on the plat of BRAT LOT LINE ADJUSTMENT recorded January 26, 2015 [as Reception No. 925077.](#)
16. Any portion of subject property in the Adams Avenue and Highland Avenue road right of ways.
17. Order of Inclusion (Inclusion #2018-20-Wright) recorded December 4, 2018 [as Reception No. 968462.](#)
18. Water Service Agreement recorded June 7, 2023 [as Reception No. 1027838.](#)
19. All matters as shown on the plat of CANON FARMS recorded at [Reception No. 1027764.](#)
20. All matters as shown on the yet to be recorded Lot Line Adjustment (this exception will be amended once new Lot Line Adjustment is recorded.)

NOTE: Exceptions 2 and 5 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 5 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 3 and 4 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 1 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

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 Schedule BII (07-01-2021)
Page 7 of 7



Home

QUIT CLAIM DEED

THIS DEED, Made this 24 day of April, 2023, between ROBERT RICHARD WRIGHT and JULIE ANN WRIGHT, of the County of Fremont, whose address is 3369 Adams Ave., Canon City, Colorado and the State of Colorado, grantor, and ROBERT RICHARD WRIGHT and JULIE ANN WRIGHT, of the County of Fremont, whose address is 3369 Adams Ave., Canon City, Colorado, grantee;

WITNESSETH, That the grantor, for valuable consideration 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, heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in Fremont County, State of Colorado, described as follows:

Lot 1 and Lot 2, Canon Farms, as recorded in the records of the Fremont County Clerk and Recorders office under reception no. 1027764, Fremont County, Colorado.

Lot 1, containing 0.74 acres more or less

Lot 2, containing 13.87 acres more or less

Documentary Fee: None, nominal consideration paid.

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 estate, right, title interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, heirs and assigns forever.

Robert Richard Wright 4/24/23
ROBERT RICHARD WRIGHT Date

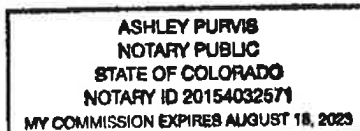
Julie Ann Wright 4/24/23
JULIE ANN WRIGHT Date

STATE OF COLORADO)
) SS:
COUNTY OF FREMONT)

The forgoing instrument was acknowledged before me this 24 day of April, 2023, by ROBERT RICHARD WRIGHT and JULIE ANN WRIGHT.

Witness my hand and official seal. Ashley Purvis
Notary Public

My Commission expires 08/18/2023.



Exceptions

the exceptions will remain in affect except the recorded plats which will be vacated and replatted as part of this submittal.



GRANTED BY COURT

11/15/2018

DISTRICT COURT, FREMONT COUNTY, COLORADO
136 Justice Center Road
Canon City, CO 81212

▲ COURT

Ramsey Lama

Judge

Case Number: 84CV14

Division: 1

IN RE FREMONT SANITATION DISTRICT,
FREMONT COUNTY, COLORADO

**ORDER OF INCLUSION
(INCLUSION #2018-20 - WRIGHT)**

THIS MATTER, coming on to be heard in Open Court upon the written petition of the Fremont Sanitation District and it appearing that the lands hereinafter described are the subject of a Petition for Inclusion submitted by one hundred percent (100%) of the owners of all real property described therein; and it further appearing that the Board of Directors of the Fremont Sanitation District has, by resolution, accepted all of said property for inclusion within said District; it further appearing that the Petition of the Board of Directors and the Petition for Inclusion filed by said property owners are in compliance with the provisions of C.R.S. § 32-1-401, and therefore this Court has full and complete jurisdiction in this matter.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that the real property described in **Exhibit A**, which is attached hereto and expressly incorporated herein, together with all personal property thereon located, being and the same is hereby declared to be included within the Fremont Sanitation District, and subject to all of the obligations, liens, and benefits of said District from and after August 21, 2018. It is further ordered that the Clerk of this Court shall forthwith transmit to the Clerk and Recorder of Fremont County, Colorado, and to the office of the County Assessor of Fremont County, Colorado, a true and correct copy of this Order of Inclusion.

DONE AND DATED in Open Court this ____ day of _____, 2018, *nunc pro tunc* as of August 21, 2018.

BY THE COURT:

Fremont County District Court Judge



COMBINED COURT
FREMONT COUNTY, COLORADO
CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
DOCUMENT IN MY CUSTODY

DATE 11-26-18
CLERK OF THE COMBINED COURTS

BY
DEPUTY

EXHIBIT A

Lot 2, Brat Lot Line Adjustment, according to the recorded plat thereof.

Containing 14.6 acres or less.

WATER SERVICE AGREEMENT

This Water Service Agreement is entered into this 26th day of May, 2023, ("Effective Date") between the City of Cañon City, a home rule municipal corporation (hereafter the "City"), and Rick and Julie Wright, an individual whose address is 3369 Adams Ave, Canon City, Colorado (hereafter the "Owner").

WHEREAS, the City owns and operates the Cañon City water system in accordance with the laws of the State of Colorado, and in accordance with the Cañon City Municipal Code (the "Code"), and the City's rules, regulations, policies and resolutions, and this Agreement is entered into in conformity with, and subject to, all such laws, ordinances, rules, regulations, policies and resolutions;

WHEREAS, the Owner is the owner of certain real property situated in Fremont County, Colorado, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Property is located outside the corporate limits of the City; and

WHEREAS, the Owner seeks to obtain municipal water service from the City for the Property, which will require the construction and installation of certain water mains, lines and related facilities;

WHEREAS, the Code sets forth requirements where a water service connection that is outside the corporate limits of the City and provides that such service shall be made only pursuant to a written water service agreement approved by the City Council, the City shall not be obligated to extend such service, and the City may provide such service only upon a determination that it is in the best interests of the City;

WHEREAS, the cost of the connection and applicable system investment and development fees shall be paid by the Owner;

WHEREAS, Owner has agreed to submit a Petition for Annexation to the City;

WHEREAS, the City has determined that this Agreement and all covenants herein are necessary to comply with the Code and the City's water regulations, rules and policies;

WHEREAS, the City is not hereby representing that it is a regulated public utility, or holding itself out to the public in general as capable of or intending to provide water service extraterritorially;

WHEREAS, Owner has paid all fees required in connection to the City's water system; and

WHEREAS, the City Council agrees to provide water service to the Property pursuant to the terms and conditions of this Agreement.

THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the City and Owner agree as follows:

WATER LINE CONNECTION

1. **Water Service Line.** The Owner shall be responsible for the installation of the entire length of the water service line for the Property, including the responsibility to expose the public main water line and to provide sufficient excavated area for tapping. All necessary permits and permit fees for excavation, street cutting, and/or service line installation from the City and entities other than the City (such as Fremont County and/or other regulatory agencies) necessary for the construction of the water service line, shall be the responsibility of the Owner prior to commencing work on installing the water service line. The Owner must also obtain an easement for the water service line to cross land outside the boundaries of Owner's Property.

2. **Inspection of Construction.** All work shall be inspected by a representative of the City's Public Works Department. The representatives shall have the authority to halt construction when, in their opinion, the specifications contained herein or proper construction practices are not being followed. The Owner shall give the City's Public Works Department reasonable advance notice when the water service line is ready for burial or installation, and the City's engineer or agent shall inspect said line, meter pit and components of service line, within two working days of such notice.

3. **Fees.** Owner shall timely pay all fees imposed by the City in connection with reviewing and approving this Agreement, the design drawings and construction plans, as well as construction inspection fees. No water service shall be provided to the Property absent payment of the appropriate tap fee, system development charges, connection fees, and any applicable hookup charges. Tap fees, system development charges, connection fees, and hookup charges shall be paid prior to the service line's connection to the public main.

4. **Connection to the Public Main.** Upon completion of the prerequisites described in paragraphs 1 through 3 above, the City's Public Works Department shall determine scheduling of the physical tap or connection of the service line to the public main. The tap to the public main for the Property's service line and the installation of corporation cocks shall be performed by the City.

5. **Water Meter.** Prior to water service being provided to the Property hereunder, the Owner shall install, at its expense, a new water meter at the point of delivery. Cross-connection and backflow prevention devices shall be installed on the water meter at the Owner's expense. Upon acceptance by the City of service line construction, the City shall assume ownership of the water meter. The City shall be responsible for the meter's calibration and normal maintenance. The Owner will be responsible for any repair or replacement thereof the water meter. The Owner hereby grants the City access at all reasonable times to the Property for the purpose of accessing the water meter.

6. **Easement.** If the Property does not have a designated easement, the Owner agrees

to grant the City an easement/right of way for the purpose of installing, maintaining and operating such pipe lines, meters, valves and any other equipment which may be deemed necessary for the treated water service to the Property. The Owner agrees not to interfere with the City's employees or agents in the discharge of their duties.

TREATED WATER SERVICE

7. **Treated Water Service to Property.** Upon final approval of the water service line connection to the public main, as set forth above, the City hereby agrees to sell and deliver to the Property and the Owner agrees to purchase and receive treated water service from the City in accordance with this Agreement, the Code, and all other applicable rules and regulations. Owner acknowledges that the City will be the sole provider of treated water to the Property, and that the use of raw (untreated or non-potable water) water shall be permitted only as set forth in this Agreement. Any change in the treated water service requirements for the Property will require approval by the City and amendment of this Agreement. All water use will be consistent with the City's water use and water conservation ordinances, policies, rules and regulations, as the same may be enacted or amended from time to time

8. **Water Rights.** Owner shall, upon execution of this Agreement, convey to the City 0 shares of Hydraulic Ditch shares as established pursuant to the Code. The City and Owner agree that said water shares are believed to be sufficient in quantity and seniority to reliably provide for needs of the Property. Owner shall contemporaneously convey to the City (in form approved by the City Attorney) any ditches, flumes, headgates or other structures and easements necessary to utilize such water rights, and all existing wells located on the Property, along with the well permits and water rights pertaining thereto. Such conveyance shall be a prerequisite to provision of water service to the Property.

9. **Monthly Water Service Fees.** The Owner shall pay on a monthly basis for water sold by the City pursuant to this Agreement. The Owner shall be billed and shall pay for water used at the City's then-current rate for water sold and delivered to customers outside of the City's boundaries. The rates provided for in this paragraph are subject to change in the event of a change in the rate the City charges to its other extraterritorial water customers. Monthly fees shall commence on the date a water connection is made.

10. **Annexation.** Upon the request of the City, and at the City's sole discretion, Owner, or its successors in interest, shall petition for and consent to the annexation of the Property, or those portions thereof as deemed appropriate by the City, to the City at such time(s) as determined by the City. Failure of Owner or its successors in interest to commence and complete annexation proceedings within a reasonable time as herein required shall constitute a material breach of this Agreement authorizing the City to terminate the same. Alternatively, failure of Owner or its successors in interest to commence and complete annexation within a reasonable time as herein required shall authorize the City to commence and/or complete such annexation on their behalf, in which event the City shall charge, and Owner and/or its successors in interest shall pay, all costs and fees associated with such annexation. Notwithstanding annexation of all or any part of the Property, this Agreement will remain in full force and effect.

11. **Maintenance of Water Main.** The public main through which the City will deliver water to the Property shall be the responsibility of the City up to the meter or first shutoff point, whichever is closest to the property line. The Owner shall have the responsibility for maintaining the entire length of the water service line from the meter or first shutoff point.

12. **Limitations on Provision of Water Service.** This Agreement is only for the supply of treated water as herein described and no expansion of uses, connections, or water service beyond those set forth herein is in any way authorized by this Agreement.

13. **Service Subject to the Code, Rules, Regulations and Policies.** The Owner and Property shall be bound by, and all water service provided hereunder shall be subject to, all applicable provisions of the Code, as well as all applicable rules, policies or regulations of the City now in effect or as may be hereafter adopted.

14. **Rules Regarding Water Use.** The Owner agrees to assist the City in every manner reasonably possible to enforce the City's ordinances, rules and regulations made to protect purity, safety and supply of the water delivered pursuant to this Agreement, including curtailment during times of shortage, elimination of any potential cross-connections, and the utilization of water conservation devices as set forth in the Code.

15. **Source of Water Supply.** The parties to this Agreement recognize that the City's water supply is dependent upon sources from which the supply is variable in quantity and quality and beyond the City's reasonable control; therefore, no liability shall attach to the City under this Agreement on account of any failure to accurately anticipate availability of water supply or because of an actual failure of water supply due to inadequate runoff, poor quality, failure of infrastructure, or other occurrence beyond the City's reasonable control.

16. **No Guaranty of Water Quality, Quantity or Pressure.** The City makes no promise or guarantee of pressure, quantity or quality of water supply for any purpose, including fire suppression, except as specifically provided herein or as is required by applicable federal, state and local laws and regulations. The City agrees to treat its water to meet all mandatory local, state and federal potable water standards and to exercise reasonable care and foresight in furnishing water hereunder equal in quality to that furnished inside the City.

17. **Property Rights in Water.** All water furnished under this agreement is provided on a contractual basis for use as described in this Agreement, and all property rights to the water to be furnished hereunder are reserved to the City. Water service provided under this Agreement does not include any right to make a succession of uses of such water, and upon completion of the primary use of the water by the State, all dominion over the water provided reverts completely to the City, to the extent permitted by law or court decrees.

18. **Enforcement by the City.** The parties to this Agreement recognize and agree that the City has the right to enforce its rules, policies, regulations, ordinances and the terms of this Agreement by the disconnection of the supply of water provided hereunder. Additionally, in the event that Owner or any user of the water services provided for in this Agreement violates the rules, policies, regulations or ordinances of the City, the City shall have all remedies available to

it at law or in equity, or as provided in the Code against the Owner or such user. Without limiting the foregoing rights and remedies, Owner agrees that the City may also enforce such violations by injunction, the parties agreeing that the damages to the City from such violations are irreparable, and there is no adequate remedy at law for such violations. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

19. **Termination by Agreement.** Except as provided to the contrary herein, this Agreement shall only be terminated in writing by mutual agreement and the term of this Agreement shall continue until such termination.

20. **Termination if Illegal.** The parties agree, intend and understand that the obligations imposed by this Agreement are conditioned upon being consistent with state and federal laws and the Code. The parties further agree that if any provision of this Agreement becomes in its performance inconsistent with the Code or state or federal laws, or is declared invalid, the parties shall in good faith negotiate to modify this Agreement so as to make it consistent with the Code or state or federal laws as appropriate, and if, after a reasonable amount of time, their negotiations are unsuccessful, this Agreement shall terminate. The City agrees that its contractual obligations hereunder will not be impaired by any amendment to the Code unless such amendment (or impairment) is mandated by state or federal law.

21. **Termination if no connected.** If the Property is not connected to the City's water systems within three (3) years from the Effective Date, this Agreement shall automatically terminate.

GENERAL PROVISIONS

22. **No Regulated Public Utility Status.** The parties agree that by this Agreement the City does not become a regulated public utility compelled to serve other parties similarly situated. The Owner agrees that it shall not at any time petition the Colorado Public Utilities Commission to acquire jurisdiction over any water rate set by the City. The parties agree that in the event the City is held to be a regulated public utility by virtue of this Agreement, this Agreement shall terminate and be of no further force or effect.

23. **No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.

24. **Notices.** All notices required to be given shall be deemed given upon deposit in the United States mail, first class postage prepaid, properly addressed to the person or entity to whom directed at his or its address shown herein, or at such other address as shall be given by notice pursuant to this paragraph. Copies of such notices to the City Hall to City of Cañon City, ATTN: Water Superintendent, 128 Main Street, Cañon City, Colorado 81211, and copies of all notices to the Owner shall also be sent in the same manner to Rick and Julie Wright.

25. **Force Majeure.** No party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, drought or other similar occurrences outside of

the control of that party; provided that force majeure shall not excuse any payment obligations of Owner.

26. **Severability.** If any provision of this Agreement shall be or become invalid or unenforceable, the remainder of the provisions shall not be affected thereby, and each and every provision shall be enforceable to the fullest extent permitted by law.

27. **Amendment; Assignment.** Neither this Agreement, nor the obligations of either party hereto, nor the right to receive water service hereunder, may be amended or assigned without the written consent of the parties hereto, provided, however, that subsequent owners of any portion of the Property shall be subject to the terms and conditions of this Agreement and shall be entitled to receive water service pursuant to this Agreement without amendment of this Agreement.

28. **Entire Agreement.** Except as otherwise provided herein, this Agreement, including its Addenda and Exhibits, supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement among the parties governing the matters provided for herein.

29. **Interpretation.** Titles and paragraph headings shall not be used to alter the meaning of this Agreement.

30. **Binding Agreement - Recording.** This Agreement is binding upon the parties hereto, their successors and assigns, and any sale of the Property, or any portion thereof shall be subject to this Agreement as provided herein. This Agreement, including the Exhibits hereto, shall be recorded with the Fremont County Clerk and Recorder at the Owner's expense, and shall impose covenants running with the land upon all of the Property.

31. **Governing Law; Venue; Attorney Fees.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Fremont County, Colorado.

32. **Authorization of Signatures.** The parties acknowledge and represent to each other that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each party have been duly authorized to do so.

33. **Counterparts.** This Agreement may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

CITY OF CAÑON CITY

By

Ashley Smith
Ashley Smith, Mayor

ATTEST:

Cindy Foster Owens
Cindy Foster Owens, City Clerk



[Rick and Julie Wright]

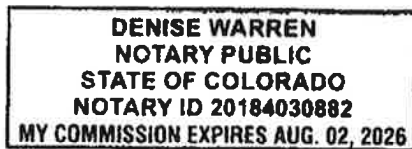
By

[Signature]
Name, Title

STATE OF COLORADO)
) ss.
COUNTY OF FREMONT)

Acknowledged before me this 26 day of May, 2023 by Rick & Julie Wright

WITNESS my hand and official seal. My Commission expires: August 2, 2026



Denise Warren
Notary Public

EXHIBIT A
Legal Description of Property

Canon Farms Lot 2

Infrastructure Improvements

ArcGIS Web Map



Lot Name: 1b
 Lot Area (Square Feet): 130746.37
 Lot Area (Acres): 3.00
 Closing Direction: N56°50'49"E
 Closing Distance: 0.0063

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	8534.5696	17327.7422	S00°06'33"E	679.54
	7855.0308	17329.0369	N89°59'22"E	191.76
	7855.0662	17520.7969	N00°00'00"E	679.50
	8534.5662	17520.7969	N90°00'00"W	193.06
End	8534.5662	17327.7369		
Error of Closure	1 : 277331			
Departure in Y (Northing):	0.0034			
Departure in X (Easting):	0.0053			

Lot Name: 2b
 Lot Area (Square Feet): 505467.66
 Lot Area (Acres): 11.60
 Closing Direction: N85°04'05"E
 Closing Distance: 0.0006

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	8802.1968	17327.2320	N89°54'37"E	670.14
	8803.2462	17997.3712	S00°15'29"E	948.10
	7855.1558	18001.6413	S89°59'22"W	480.84
	7855.0672	17520.8013	N00°00'00"E	679.50
	8534.5672	17520.8013	N90°00'00"W	193.06
	8534.5672	17327.7413	N00°06'33"W	267.63
End	8802.1967	17327.2314		
Error of Closure	1 : 5543983			
Departure in Y (Northing):	0.0001			
Departure in X (Easting):	0.0006			

11/29/2023



11/29/2023

Home





11/29/2023



11/29/2023



11/29/2023



11/29/2023





11/29/2023





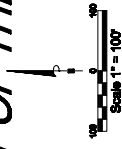
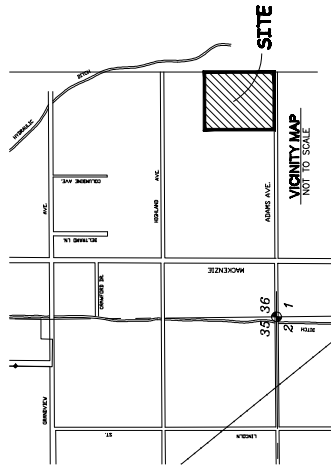
11/29/2023



11/29/2023

CAÑON FARMS LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF LOTS 1 & 2, CAÑON FARMS SUBDIVISION
LOCATED WITHIN SECTION 36, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
FREMONT COUNTY, COLORADO



- LEGEND
- SET 1/2" X 1/2" PREPARED SURVEYORS CUP L.S. NO. 2967
 - SET 1/2" X 1/2" PREPARED SURVEYORS CUP L.S. NO. 2967
 - SECTION CORNER AS SHOWN

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, MATTHEW J. KOCH, a registered 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, and that this plat does not contain any material error, and that I am not aware of any material error in 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.

MATTHEW J. KOCH L.S. No. 37907 DATE _____

ACKNOWLEDGMENT AND ACCEPTANCE OF PLAT

This is to certify that this plat is approved and accepted as per review by the Planning Director, dated this _____ day of _____, 20____.

Chairman, Fremont County Board of County Commissioners

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 utility easement on both sides of lot lines. Exterior subdivision boundary is subject to a ten (10) foot utility.

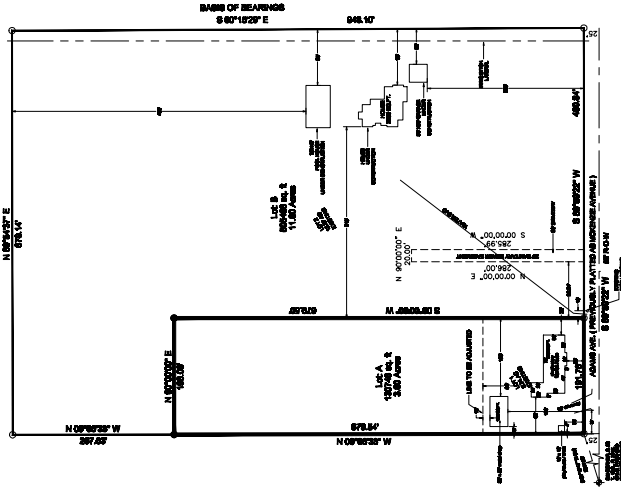
COUNTY CLERK AND RECORDERS STATEMENT

STATE OF COLORADO
COUNTY OF FREMONT

This plat was filed for record in the office of the County Clerk and Recorder of Fremont County, Colorado,

at _____ M., on the _____ day of _____, 20____ A.D.
under reception number _____

Fremont County Clerk & Recorder



NOTES:

- 1) BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF THE NE 1/4 SECTION 1, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, BEING BOUNDARY 2, AS SHOWN ON THE PLAT HEREON.
- 2) RECORDED AND APPOINTED RIGHT-OF-WAY ARE SHOWN AS PER TITLE COMMITMENT NO. 2008-0001, BY RETURN TITLE OF CANON CITY, COLORADO.
- 3) ALL DIMENSIONS SHOWN IN US SURVEY FEET.

KNOW ALL MEN BY THESE PRESENTS that Robert Richard Wright and Julie Ann Wright are the owners of the following described land:

TO WIT

Lot 1 and 2, Cañon Farms Subdivision, located within Section 36, Township 18 South, Range 70 West of the 6th P.M., Fremont County, Colorado

Containing 14.61 acres more or less

DEDICATION

We, Robert Richard Wright and Julie Ann Wright, being the owners of the above described lands being platted and/or subdivided in Fremont County, Colorado, under the name of CAÑON FARMS LOT LINE ADJUSTMENT, 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 land labeled as easements for the installation and maintenance of public utilities as shown hereon. The sole right to assign use or vacate is vested with the Board of County Commissioners.

In witness whereof, Robert Richard Wright and Julie Ann Wright, have subscribed their names this _____ day of _____ A.D. 20____.

By _____
Robert Richard Wright

By _____
Julie Ann Wright

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this _____ day of _____ A.D. 20____ by Robert Richard Wright and Julie Ann Wright.

My commission expires _____

My address is _____

Witness my hand and official seal _____

Notary Public

CORNERSTONE
LAND SURVEYING, LLC

1022 PHAY AVE
CANON CITY, COLORADO 81212
719-275-8881

10-18-23

JOB # 2013-10-18-23

ACCORDING TO C.R.S. 18-6-106, YOU MUST COME AND SEE THE ORIGINAL INSTRUMENT BEFORE IT IS RECORDED. IF YOU DO NOT COME AND SEE THE ORIGINAL INSTRUMENT, THE INSTRUMENT MAY BE RECORDED WITHOUT YOUR PRESENT, IN THE EVENT THAT ANY ACTION BASED UPON ANY DEFECT IN THIS INSTRUMENT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION.

Variance Request

Canon Farms LLA

We would like to request a variance from the Fremont County Subdivision Regulations, Appendix 1, Section B, 10: “Whenever possible , the depth of lots should not be greater than twice its width”.

In this case the water service for Lot B would cross over the southeast corner of Lot A. The future purchaser of Lot A, would like to keep the service on the lot it serves.

Thank You,

Matt Koch
Cornerstone Land Surveying