



**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: Anthony Hulbert of Wildmock Properties LLC

Mailing Address: 6560 Blackstone Rd, Lincoln, NE 68526

Telephone Number: (402) 314-6722 Facsimile Number: N/A

Email Address: mhulbert413@gmail.com

b. Name: Anthony Hulbert of Wildmock Properties LLC

Mailing Address: 6560 Blackstone Rd, Lincoln, NE 68526

Telephone Number: (402) 314-6722 Facsimile Number: N/A

Email Address: mhulbert413@gmail.com

c. Consulting Firm Name: 3 Rocks Engineering & Surveying

Mailing Address: 430 Main St, Cañon City, CO 81212

Telephone Number: (719) 430-5333 Facsimile Number: N/A

Email Address: mileess@3rocksengineering.com

2. The proposed plat title is HULBERT LOT LINE VACATION

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

4. The total number of lots as a result of this application are 1 (ONE)

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 RESIDENTIAL 2 Zone District.

b. This property is located in the RESIDENTIAL 2 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

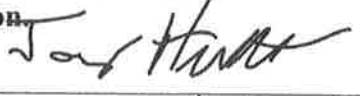
percent of the existing land area. Will this application require a zone change process? ☐ Yes ☒ No. If yes, then the zone change must be completed prior to approval of this application.

8. A submittal fee of \$ 600.00 is attached to this application (Check # 11772 ☐ 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  Date 01/26/2025

b. Property "b" Owner Signature  Date 01/26/2025

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)

Current Deed



SPECIAL WARRANTY DEED

THIS DEED, made this 18th day of February, 2020
between Robert C. Burner and Rebecca D. Burner, of the County of Cass and State of Michigan, grantor(s), and
Anthony Hulbert and Linsey Hulbert whose legal address is 6560 Blackstone Road, Lincoln, NE 68526 of the
County of Lancaster and State of Nebraska, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00),
AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby
acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey
and confirm, unto the grantee(s), his/her heirs, and assigns forever, AS JOINT TENANTS, 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:

Lots 131 and 132, Cottonwood River Ranch Subdivision No. 2, County of Fremont, State of Colorado.

also known by street and number as: 1819 Buttonwood Road, Canon City, CO 81212

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the
estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the
above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
grantee(s), his/her heirs, and assigns forever. The grantor(s), for himself/herself, his/her heirs, and personal
representatives or successors, does covenant and agree that THEY shall and will WARRANT AND FOREVER
DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his/her heirs, and
assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the
grantor(s), except for general taxes for the current and subsequent years, and except easements, covenants,
conditions, restrictions, reservations, and rights of way of record, if any; subject to statutory exceptions as defined in
C.R.S. §38-30-113, revised.

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


Robert C. Burner


Rebecca D. Burner

STATE OF Michigan }
COUNTY OF Cass } ss.

The foregoing instrument was acknowledged before me this February 13, 2020, by Robert C. Burner
and Rebecca D. Burner.

My Commission expires:

Witness my hand and official seal.

CORI SHIVELY
Notary Public, State of Michigan
County of Cass
My Commission Expires 3-14-22
Acting in the County of Cass


Notary Public

DOC FEE: \$4.99



Title Commitment



Date: January 17, 2025
File No.: 330-F00452-25
Buyer(s)/Borrower(s): Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Owner(s): Wildmock Properties LLC, a Nebraska limited liability company
Property: 1819 Buttonwood Rd, Canon City, CO 81212
Assessor Parcel No.: R019622, R019623, 40003760 and 40003770

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

To: Wildmock Properties LLC, a Nebraska limited liability company
Attn: Jeff & Mary Hulbert
sent via email

To: 3 Rocks Engineering & Surveying
430 Main St
Canon City, CO 81212
Attn: Brandon Hayes
Phone:
Fax:
Email:

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

330-F00452-25

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, Fidelity National Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Cindy Pebley Fidelity National Title Company 804 Main Street Canon City, CO 81212 Phone: 7192753304 Fax: 719-269-3353 Main Phone: (719)275-3304 Email: cpebley@fnf.com	

Order Number: 330-F00452-25
Property Address: 1819 Buttonwood Rd, Canon City, CO 81212

SCHEDULE A

1. Commitment Date: January 2, 2025 at 08:00 AM
2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner indentified at Item 4 below

Proposed Amount of Insurance: \$10,000.00
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:

Wildmock Properties LLC, a Nebraska limited liability company
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$750.00
------------------------	----------

END OF SCHEDULE A

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"
Legal Description

Lots 131 and 132, Cottonwood River Ranch Subdivision No. 2 according to the recorded plat

County of Fremont
State of Colorado

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- 2. Pay the premiums, fees, and charges for the Policy.
- 3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- 4. Evidence that any and all assessments for common expenses, if any, have been paid.
- 5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Wildmock Properties LLC, a Nebraska limited liability company
The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- 6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- 7. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$37,425.00
Dated: February 18, 2020
Trustor/Grantor: Anthony Hulbert and Linsey Hulbert
Trustee: Fremont
Beneficiary: Nebraska Bank of Commerce
Loan No. unknown
Recording Date: February 20, 2020
Recording No.: 983011

- 8. Recordation of Statement of Authority for Wildmock Properties LLC, a Nebraska limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder’s office of the County in which the property is located:

Deed to Wildmock Properties LLC, a Nebraska limited liability company recorded December 30, 2024, Reception No. 1042412.

END OF SCHEDULE B, PART I

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and 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 facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2.

Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3.

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.
4.

Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6.

Water rights, claims or title to water, whether or not disclosed by the Public Records.
7.

All taxes and assessments, now or heretofore assessed, due or payable.
- NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.
8.

Reservations as contained in United States Patent recorded April 13, 1923 in Book 213, Page 78 , said reservations being as follows: A. Right of way for ditches or canals constructed by the authority of the United States. B. Reservation of all coal and other minerals, together with the right to prospect for, mine, and remove the same and any interests therein or assignments thereof.
9.

Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded June 22, 1972 in Book 543, Page 833 . Provisions regarding race, color, creed, and national origin, if any, are deleted.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

10. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date:March 24, 1972
Recording No: 391609

END OF SCHEDULE B, PART II

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- 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.
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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - o The subject property may be located in a special taxing district.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



DISCLOSURE STATEMENT
(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.

If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquies@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Fidelity National Title Company is providing title insurance and closing services in connection with a real estate transaction that you are a party to as a buyer or seller. As part of the transaction, it is intended that funds will be held by Fidelity National Title Company in trust ("Escrow Funds") until disbursement is authorized.

Fidelity National Title Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity.

Unless specified otherwise, it is understood and the parties hereby consent to Fidelity National Title Company depositing or transferring Escrow Funds into an interest-bearing escrow account, and that any interest earned, or other financial benefits received, on such account(s) shall be retained by Fidelity National Title Company.

Upon request, deposits made to Fidelity National Title Company may be invested on behalf of any party or parties hereto; provided that any direction to Fidelity National Title Company for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that Fidelity National Title Company is in receipt of the taxpayer's identification number and investment forms it requires. Fidelity National Title Company will furnish information concerning its procedures and fee schedules for investment, not to exceed Seventy-Five And No/100 Dollars (\$75.00).

By signing this disclosure, you, as buyer or seller, are acknowledging your consent to the deposit of Escrow Funds into an escrow account upon which interest and/or other financial benefits earned will be paid to and retained by Fidelity National Title Company.

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO FIDELITY NATIONAL TITLE COMPANY**

Order No.: 330-F00452-25
Property: 1819 Buttonwood Rd, Canon City, CO 81212

The undersigned Owner(s) ("Owner") of the above described property, makes the following statements and representations to Fidelity National Title Company:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

1819 Buttonwood Rd, Canon City, CO 81212

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the Owner's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. NEW CONSTRUCTION: There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:

NONE

9. EXCEPTIONS: The only exceptions to the above statements are:

NONE

10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company and Fidelity National Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO FIDELITY NATIONAL TITLE COMPANY**
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

OWNER(S):

Wildmock Properties LLC, a Nebraska limited liability company

BY: _____
Jeff & Mary Hulbert

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
by Jeff & Mary Hulbert, , of the Wildmock Properties LLC, a Nebraska limited liability company.

Notary Public

My Commission Expires: _____

(SEAL)

EXHIBIT "A"
Legal Description

Lots 131 and 132, Cottonwood River Ranch Subdivision No. 2 according to the recorded plat

County of Fremont
State of Colorado

Improvement Statement



January 27, 2025

Dan Victoria
Director
Fremont County
Room 210
615 Macon Avenue
Cañon City, CO 81212

Re: Hulbert Lot Line Vacation – 1819 Buttonwood Rd
Improvement Statement

Dan Victoria,

Thank you for taking the time to review our plans and documents for the Hulbert Lot Line Vacation. This statement is to certify that no improvements will be made to the property located at 1819 Buttonwood Rd during the subdivision process. There are, however, plans for a residential structure in the future as shown on the Plat labeled "FUTURE BUILDING AREA".

Please let me know if you have any further questions, comments, or concerns.

Thank you,

Brandon Hayes
Project Coordinator
brandonh@3rockengineering.com
719.430.5333
719.204.1311



Utility Notifications



January 27, 2025

Dan Victoria
Director
Fremont County
Room 210
615 Macon Avenue
Cañon City, CO 81212

Re: Hulbert Lot Line Vacation
 Utility Statement

Dan Victoria,

Thank you for taking the time to review our plans and documents for the Hulbert Lot Line Vacation. Public Utility Notification Letters were completed by Mile High Propane and Sangre de Cristo Electric Association. We have also included the well permit for the property as that will supply water for the property. This property does not lie within the Fremont Sanitation District and will hence be on a septic system; no septic system is currently on site. This property will also utilize Starlink as their internet provider, which, according to the web provided coverage map provides service to the area that the subject property is located in.

Please let me know if you have any further questions, comments, or concerns.

Thank you,

Brandon Hayes
Project Coordinator
brandonh@3rocksengineering.com
719.430.5333
719.204.1311



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

TO: MILE HIGH PROPANE
FROM: 3 ROCKS ENGINEERING & SURVEYING
Name of Subject Property Owner / Applicant
DATE: 1/22/2025
Reference: 1819 BUTTONWOOD RD LOT LINE VACATION
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 1819 BUTTONWOOD RD, CAÑON CITY, CO 81212
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: LOT 131 COTTONWOOD RIVER RANCH FIL # TWO,
LOT 132 COTTONWOOD RIVER RANCH SUB #TWO
☐ 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>



Brandon Hayes <brandonh@3rocksengineering.com>

Utility Notification Form

Chris Tucker <ctucker@milehighpropane.com> Fri, Jan 24, 2025 at 9:37 AM
To: Brandon Hayes <brandonh@3rocksengineering.com>

Subject: Review of New Build Plans

Hi Brandon,

I have reviewed the form you forwarded and discussed it with the property owner. Based on the feedback provided, it appears that Mile High Propane has no involvement with the current plans for the new build. A new line will be required, and new tank placement will be necessary towards the end of construction.

Best regards,



Chris Tucker
Southern Region General Manager
Cell: (720) 434-2374
ctucker@milehighpropane.com
www.milehighpropane.com

From: Brandon Hayes <brandonh@3rocksengineering.com>
Sent: Wednesday, January 22, 2025 10:56 AM
To: Chris Tucker <ctucker@milehighpropane.com>
Subject: Utility Notification Form

[Quoted text hidden]

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

TO: SANGRE DE CRISTO ELECTRIC ASSOCIATION
FROM: 3 ROCKS ENGINEERING & SURVEYING
Name of Subject Property Owner / Applicant
DATE: 1/21/2025
Reference: 1819 BUTTONWOOD RD LOT LINE VACATION
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 1819 BUTTONWOOD RD, CAÑON CITY, CO 81212
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: LOT 131 COTTONWOOD RIVER RANCH FIL # TWO,
LOT 132 COTTONWOOD RIVER RANCH SUB #TWO
☐ 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>

AUTH

APPLICANT

WELL PERMIT NUMBER 304956

DIV. 2WD 12DES. BASINMD

Lot: 133 Block: Filing: 2 Subdiv: COTTONWOOD RIVER RANCH

ROB & BECKI BURNER
C/O ARKANSAS VALLEY DRILLING
600 CANNON RIDGE RD
CANON CITY, CO 81212-

(719) 275-6847

APPROVED WELL LOCATION
FREMONT COUNTY
NW 1/4 SE 1/4 Section 11
Township 17 S Range 73 W Sixth P.M.

DISTANCES FROM SECTION LINES
2044 Ft. from South Section Line
2160 Ft. from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)
Easting: 454612 Northing: 4270421

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a residential site of 3.08 acre(s) described as lot 133, filing 2, Cottonwood River Ranch Subdivision, Fremont County.
- 4) The use of ground water from this well is limited to ordinary household purposes inside one single family dwelling. The ground water shall not be used for irrigation or other purposes.
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

NOTE: This permit will expire on the expiration date unless the well is constructed by that date. A Well Construction and Test Report (GWS-31) must be submitted to the Division of Water Resources to verify the well has been constructed. An extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://www.water.state.co.us/pubs/forms.asp>

NOTICE: This permit has been approved subject to the following changes: The distances from section lines were calculated from UTM coordinate values provided with the permit application. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

APPROVED
AAT

Dick Wolf

State Engineer

Alisa A. Thyne

By

Receipt No. 3678847

DATE ISSUED 03-23-2017

EXPIRATION DATE 03-23-2019

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1313 SHERMAN ST., RM 818, DENVER, CO 80203
phone - info: (303) 866-3587 main: (303) 866-3581
fax: (303) 866-3589 <http://www.water.state.co.us>

Office Use Only

Form GWS-44 (7/2012)

RESIDENTIAL Note: also use this form to apply for livestock watering

Water Well Permit Application

Review form instructions prior to completing form.
Hand completed forms must be completed in black or blue ink or typed.

1. Applicant Information

Name(s) BURNER, ROB & BECKI

C/O ARKANSAS VALLEY DRILLING

Mailing Address: 600 CANON RIDGE ROAD

City: CANON CITY State: CO Zip code: 81212

Telephone (w/area code) (719) 275-6847 E-mail TLJGBRS@AOL.COM

2. Type Of Application (check applicable boxes)

☒ Construct new well ☐ Change source (aquifer)

☐ Replace existing well ☐ Reapplication (expired permit)

☐ Use existing well ☐ Rooftop precip. collection

☐ Change or increase use ☐ Other: _____

3. Refer To (if applicable)

Well permit # _____ Water Court case # _____

Designated Basin Determination # _____ Well name or # _____

4. Location Of Proposed Well (Important! See Instructions)

County: FREMONT NW 1/4 of the SE 1/4

Section: 11 Township: 17 N or S ☐ ☒ Range: 73 E or W ☐ ☒ Principal Meridian 6TH

Distance of well from section lines (section lines are typically not property lines)

_____ Ft. from ☐ N ☐ S _____ Ft. from ☐ E ☐ W _____

For replacement wells only-distance and direction from old to new well

_____ feet _____ Direction

Well location address(include City,State,Zip) _____ ☐ Check if well address is same as in line 1

Optional: GPS well location information in UTM format. GPS unit settings are as follows:

Format must be UTM

☐ Zone 12 or ☒ Zone 13 Easting 454612

Units must be meters

Datum must be NAD 83 Northing 4270421

Unit must be set to true north Remember to set Datum to NAD83

Was GPS unit checked for above? ☒ Yes

5. Parcel On Which Well Will Be Located

(You must attach a current ded for the subject parcel)

A. You must check and complete one of the following

☒ Subdivision Name COTTONWOOD RIVER RANCH

Lot 132 Block _____ Filing/Unit 2

☐ County exemption (attach copy of county approval & survey)

Name/# _____ Lot # _____

☐ Parcel less than 35 acres, not in a subdivision attach a deed with metes & bounds description recorded prior to June 1, 1972, and current deed

☐ Mining claim (attach copy of deed or survey) Name/# _____

☐ Square 40 acre parcel as described in item 4

☐ Parcel of 35 or more acres (attach metes & bounds description or survey)

☐ Other (attach metes & bounds description or survey)

B. # of acres in parcel 3.08 C. Are you the owner of this parcel ?

☐ Yes ☐ No

D. Will this be the only well on this parcel ? ☒ Yes ☐ No (if no- list other wells)

E. State Parcel ID# (optional)

6. Use Of Well (check applicable boxes)

See instructions to determine use(s) for which you may qualify

☒ A. Ordinary household use in one single-family dwelling (no outside use)

☐ B. Ordinary household use in 1 to 3 single-family dwellings

Number of dwellings _____

☐ Home garden/lawn irrigation, not exceed one acre

area irrigated _____ sq. ft. _____ acre

☐ Domestic animal watering--(non-commercial)

☐ C. Livestock watering (on farm/ranch/range/pasture)

7. Well Data (proposed)

Maximum pumping rate _____ Annual amount to be withdrawn _____

15 gpm _____ acre-feet

Total Depth _____ Aquifer _____

_____ feet

8. Water Supplier

Is this parcel within boundaries of a water service area ? ☐ YES ☒ NO

If yes, Provide name of supplier: _____

9. Type Of Sewage System

☒ Septic tank/ absorption leach field

☐ Central system District name _____

☐ Vault Location sewage to be hauled to _____

☐ Other (explain) _____

10. Proposed Well Driller License #(optional):

11. Sign or Enter Name of Applicant(s) Or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign or enter name(s) of person(s) submitting application _____ Date (mm/dd/yyyy) 3/6/2017

If signing print name and title _____

TODD MOORE

Office Use Only

USGS map name _____ DWR map no. _____ Surface elev. _____

Cottonwood River Ranch

No. 132 and 600 ft.

How per 72205.

Receipt area only

Transaction # 3678847

Date 3/21/2017 12:05:27 PM

Transaction Total \$100.00

CHECK # 2705 \$100.00

AQUAMAP Plot 10

WR per 72205

CWCB

TOPO plotted

MYLAR

SBS

DIV 2 WD 12 BA _____ MD _____

Burner - WD

938571 05/02/2016 08:17 AM
Total Pages: 1 Rec Fee: \$11.00 Doc Fee: \$2.80
Katie E. Barr - Clerk and Recorder, Fremont County, CO

WARRANTY DEED

THIS DEED, made this 29th day of April, 2016, between

James D. Kerbs

of County of Fremont, State of COLORADO, grantor, and

Robert C. Burner and Rebecca D. Burner, in Joint Tenancy

whose legal address is 1819 Buttonwood Road, Canon City, CO 81212, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Twenty-Eight Thousand and 00/100 (\$28,000.00), 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 grantee, his heirs and assigns forever, 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 132 in Cottonwood River Ranch Subdivision No. 2, County of Fremont, State of Colorado
as known by street and number as: 1819 Buttonwood Road, Canon City, CO 81212

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the executing 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

General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons 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.


James D. Kerbs

STATE OF COLORADO

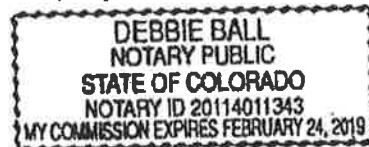
COUNTY OF El Paso

The foregoing instrument was acknowledged before me this 27th day of April, 2016 by James D. Kerbs.

My Commission expires: 2-24-2019


Notary Public

[SEAL]



WT160103

WD LSS

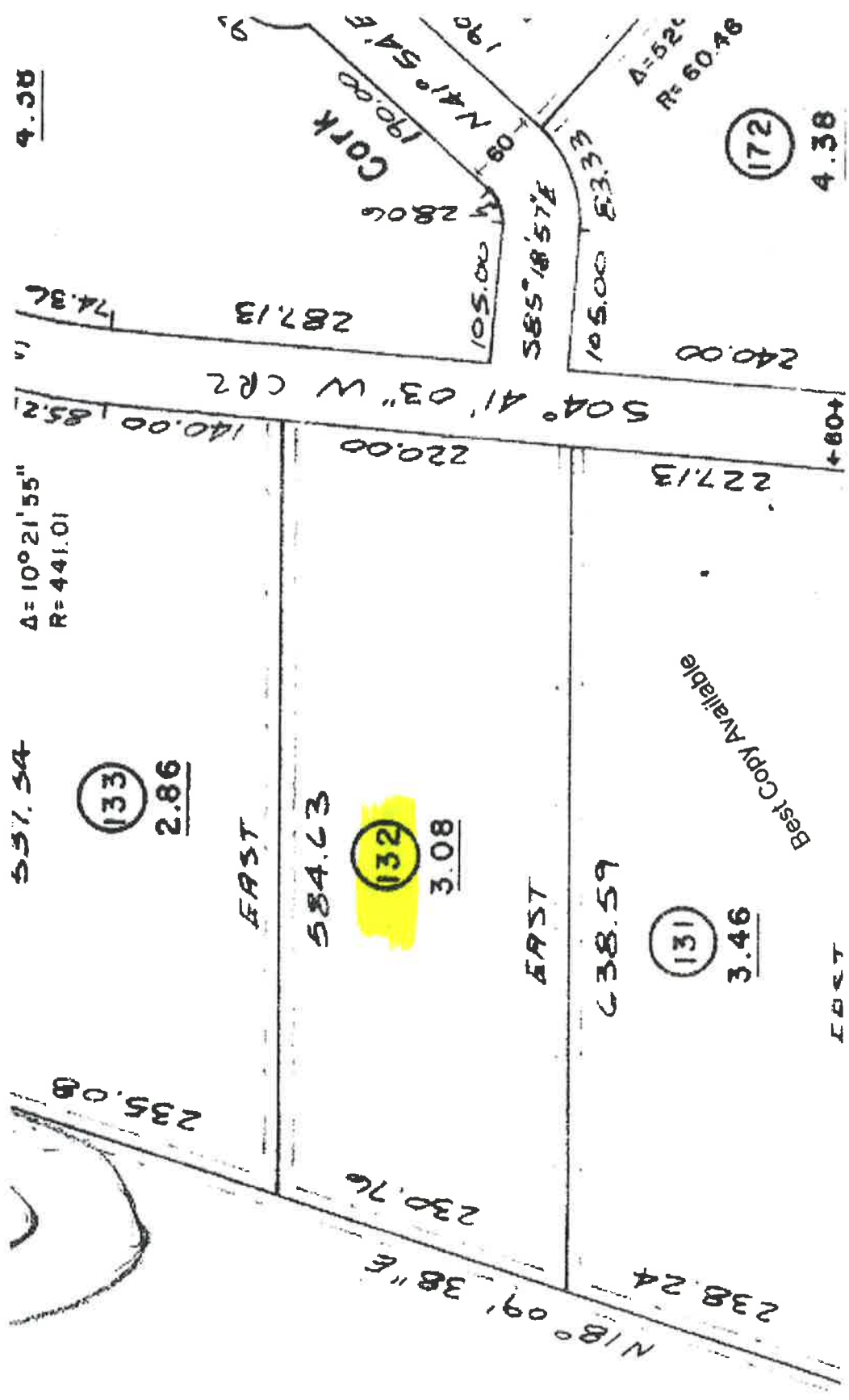
RECEIVED
MAR 21 2017
WATER RESOURCES
STATE ENGINEER
COLO

Best Copy Available

Burner- E-454612
N-4270421
NW/SE/Sec.11/Twp.17S/Range 73W

1819 Bottonwood Road, Canon City, CO 81212
Cottonwood River Ranch No. 2, lot 132

811



STATE OF OHIO
REVENUE DEPARTMENT
MAR 21 2017
RECEIVED

Arkansas Valley Drilling

600 Canon Ridge Road
Canon City, Colorado 81212

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1313 SHERMAN STREET, ROOM 818
DENVER, CO. 80203

DATE: 03-01-17

Attention: PERMIT TECHNICIAN

Please accept this as authorization for Todd Moore / Wayne Holstine to act on my/our behalf to obtain a water well drilling permit on:

Lot _____, Block _____, Filing _____, Subdivision _____

Section 11, Twp 17S, Range 73W, PM 6th

County of Fremont Colorado

GPS Readings: Northing 4270421 Easting: 454612

Arkansas Valley Drilling, Inc. Wayne Holstine

Please contact Wayne Holstine at 719-276-8574 or Todd Moore at 719-371-2289 for any additional information or corrections required.

Thank You,

Signed: Rebecca D. Burner

Printed Name: Rebecca D. Burner

Telephone: 269 845-0020

E-Mail: rburners@comcast.net

Address: 600 Canon Ridge Road, Canon City, Colorado, 81212

Telephone: 719-276-6847

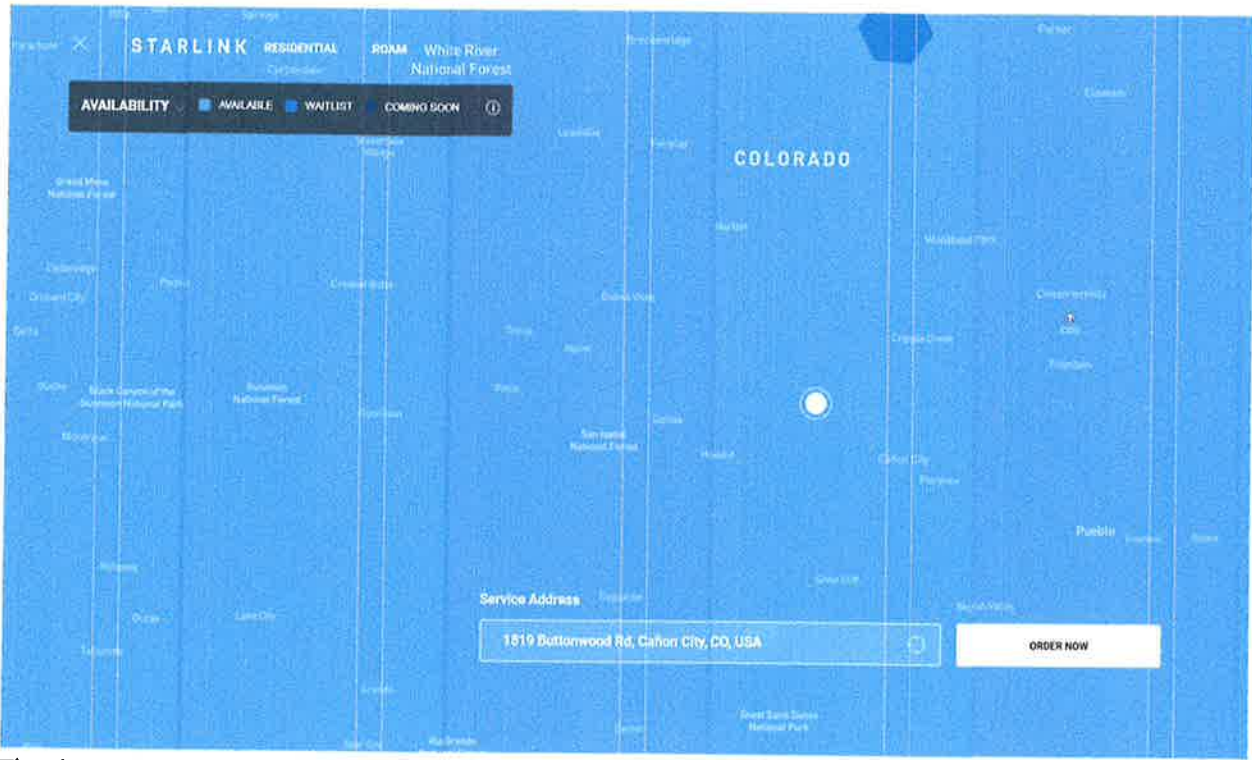
RECEIVED
MAR 21 2017
WATER RESOURCES
STATE ENGINEER
COLO

January 27, 2025

Dan Victoria
Director
Fremont County
Room 210
615 Macon Avenue
Cañon City, CO 81212

Re: Hulbert Lot Line Vacation – 1819 Buttonwood Rd
 Starlink Coverage Map

Below is the Starlink Coverage Map indicating the subject site location lying well within the available service coverage area.



Thank you,

Brandon Hayes
Project Coordinator
brandonh@3rocksengineering.com
719.430.5333
719.204.1311



Closure Sheets



Parcel Map Check Report

Client:

Tony Hulbert

1819 Buttonwood Road

Date: 1/22/2025 02:52:19 PM

Prepared by:

Miles Small

3 Rocks Engineering & Surveying

430 Main Street, Canon City, Colorado 81212

Parcel Name: 1819 Buttonwood Road - COMBINED LOTS

Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,272,455.092' East:2,997,408.432'

Segment# 1: Line
Course: S5°42'12.55"W Length: 220.19'
North: 1,272,235.992' East: 2,997,386.549'

Segment# 2: Line
Course: S5°47'06.20"W Length: 227.03'
North: 1,272,010.118' East: 2,997,363.665'

Segment# 3: Line
Course: N88°53'34.56"W Length: 691.11'
North: 1,272,023.471' East: 2,996,672.684'

Segment# 4: Line
Course: N18°34'52.86"E Length: 237.33'
North: 1,272,248.429' East: 2,996,748.310'

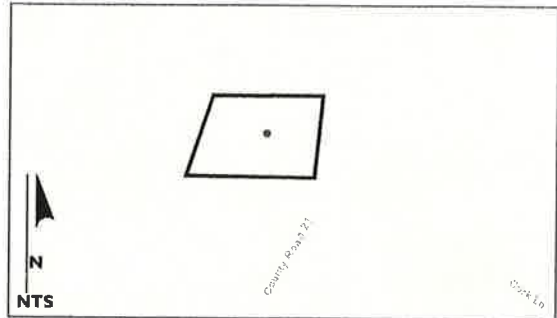
Segment# 5: Line
Course: N19°12'33.11"E Length: 230.82'
North: 1,272,466.398' East: 2,996,824.254'

Segment# 6: Line
Course: S88°53'27.83"E Length: 584.29'
North: 1,272,455.090' East: 2,997,408.434'

Perimeter: 2,190.76' Area: 6.533Acre
Error Closure: 0.003 Course: S56°44'00.00"E
Error North : -0.0016 East: 0.0025

Precision 1: 730,256.67

HULBERT LOT LINE VACATION
A VACATION OF LOTS 131 & 132
COTTONWOOD RIVER RANCH SUB. NO. TWO
COUNTY OF FREMONT, STATE OF COLORADO



VICINITY MAP

KNOW ALL PERSONS BY THESE PRESENTS THAT ANTHONY AND LINSEY HULBERT ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND:

TO WIT:
(PER DEED AT RECEPTION NO. 983010)

LOTS 131 AND 132, COTTONWOOD RIVER RANCH SUBDIVISION NO. 2, ACCORDING TO THE RECORDING PLAT.

COUNTY OF FREMONT
STATE OF COLORADO.

DEDICATION:

WE, ANTHONY AND LINSEY HULBERT, BEING THE OWNER(S) OF THE ABOVE DESCRIBED LAND BEING PLATTED AND/OR SUBDIVIDED IN FREMONT COUNTY, COLORADO, UNDER THE NAME OF HULBERT LOT LINE VACATION, 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, ANTHONY AND LINSEY HULBERT, HAVE SUBSCRIBED THEIR NAMES THIS ____ DAY OF ____, A.D. 2025.

LINSEY HULBERT

ANTHONY HULBERT

NOTARY STATEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, A.D. 20__, BY ANTHONY AND LINSEY HULBERT.

MY COMMISSION EXPIRES ____

MY ADDRESS IS ____

WITNESS MY HAND AND OFFICIAL SEAL, ____ (SEAL)

NOTARY PUBLIC

REGISTERED LAND SURVEYOR'S CERTIFICATE:

I, MILES SMALL, A REGISTERED PROFESSIONAL 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.

DATE: ____

ACKNOWLEDGMENT AND ACCEPTANCE OF PLAT:

THIS IS TO CERTIFY THAT THE 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:

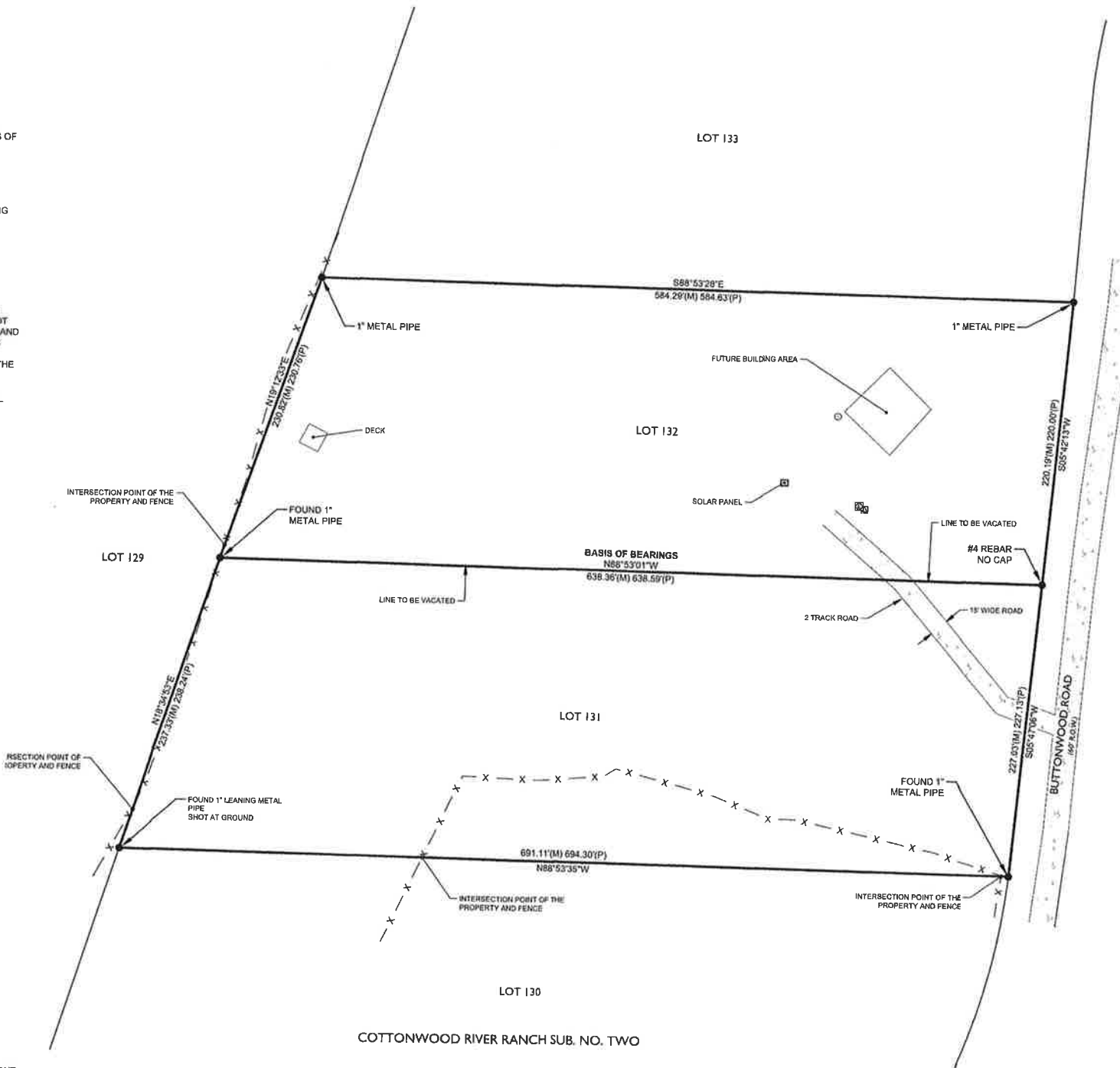
EASEMENTS FOR PUBLIC PURPOSES, INCLUDING UTILITIES, ARE AS INDICATED ON THE PLAT, WITH THE SOLE RESPONSIBILITY FOR MAINTENANCE BEING VESTED WITH THE ADJACENT PROPERTY OWNERS EXCEPT AS OTHERWISE NOTED. ALL INTERIOR LOT LINES ARE SUBJECT TO A FIVE (5) FOOT UTILITY EASEMENT ON BOTH SIDES OF LOT LINES. EXTERIOR SUBDIVISION BOUNDARY NOT FRONTING PUBLIC WAY IS SUBJECT TO A TEN (10) FOOT UTILITY EASEMENT.

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 ____, A.D. UNDER RECEPTION NUMBER ____.

FREMONT COUNTY CLERK & RECORDER



LEGEND

- FOUND PROPERTY CORNER MONUMENT AS NOTED
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- X- FENCE
- ⊙ SEWER CLEANOUT
- ⊠ ELECTRICAL TRANSFORMER
- ⊞ ELECTRIC METER
- ⊞ GRAVEL/DIRT

ADDRESS:

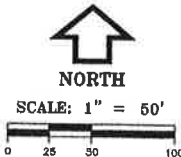
(PER COUNTY ASSESSOR)

1819 BUTTWOOD ROAD, FREMONT COUNTY, COLORADO 81212

SURVEYOR'S NOTES:

- FIDELITY NATIONAL TITLE, TITLE REPORT NUMBER 330-F00452-25, DATED JANUARY 2, 2025, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED IN SAID TITLE COMMITMENT IS ONLY ONE OF THE TWO PROPERTIES SHOWN HEREON.
- LINEAL UNITS USED ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS: THE NORTH LINE OF LOT 131 AND SOUTH LINE OF LOT 132, BEARING $S88^{\circ}53'01''E$ (ASSUMED), A DISTANCE OF 638.36 FEET, MONUMENTED AS SHOWN HEREON.
- SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR COUNTY OF FREMONT, COLORADO AND INCORPORATED AREAS. MAP NUMBER 00043C0325E, REVISED SEPTEMBER 19, 2012.
- ALL RIGHT-OF-WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM COTTONWOOD RIVER RANCH FILING NO. 2 AT RECEPTION NUMBER 391609.
- SUBJECT PROPERTY IS 284,263.08 SQ. FT. OR 6.625 ACRES, MORE OR LESS, AS SURVEYED.
- DATE OF FIELDWORK: JANUARY 6TH, 2025.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

MILES SMALL
COLORADO P.L.S. #38534
3 ROCKS ENGINEERING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333



3 ROCKS
ENGINEERING
& SURVEYING
430 Main Street
Canon City, CO 81202
719-430-5333
www.3rocksen지니어ing.com

SHEET:
1 OF 1

DATE: 1/29/2025

DRAWN BY: AB
REVIEWED BY: MS

PROJECT: 24.220