



## FREMONT COUNTY MINOR SUBDIVISION APPLICATION

1. Project Name: HELMICK MINOR SUBDIVISION
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4. Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

### Please read prior to completion of this application

The Minor Subdivision Application is a one (1) time exemption from the Sketch Plan, Preliminary Plan and Major Subdivision (*Final Plat*) procedures. The Minor Subdivision Application allows for the creation of two (2) or three (3) lots from a parent parcel. One (1) Minor Subdivision may be allowed for a lot, tract or parcel that has not been previously platted as a Minor or a Major Subdivision or any portion thereof. If the parent parcel has been previously platted or subdivided in whole or in part as a Minor Subdivision or a Major Subdivision, then all appropriate Sketch Plan, Preliminary Plan and Major Subdivision requirements shall be met rather than Minor Subdivision. In processing a Minor Subdivision all lot size and width requirements as per the Fremont County Zoning Resolution (FCZR), Zoning Maps and Appendix 1 and 2 of the Fremont County Subdivision Regulations (FCSR) regarding lot and street design shall be met.

Any application which is not complete or does not include all minimum submittal requirements will not be accepted by the Fremont County Department of Planning and Zoning (Department). Further, any application that is inadequately prepared, or is incomplete, may be subject to postponement (*until an adequate submittal is provided*) of placement on an agenda of the Fremont County Planning Commission (Commission).

The applicant shall provide **one (1) original document, four (4) copies, and an electronic copy (either CD or flash/thumb drive)** of the application and all of its attachments. After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter). The letter will state the submittal

deficiencies, Department comments and or questions about the application, which must be addressed by the applicant. In addition the letter will note the number of revised application packets that must be supplied to the Department in order to place the application on an agenda of the Commission.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 22 would be marked - Exhibit 22.1, the fifth attached document supporting the narrative provided for application item 22 would be marked - Exhibit 22.5*).

An application fee set by the Board of County Commissioners (Board) shall accompany this application.

An additional full application fee will be charged to the applicant, as per resolution approved by the Board, if all deficiencies, as per the initial D & C Letter, are not adequately addressed or provided. Each subsequent D & C Letter, based on resubmitted items, will result in another full application fee. All such fees shall be paid along with the deficiency submittal, prior to any further review of the application.

If the application is approved by the Board with contingencies and the contingencies cannot be met within the specified time frame (*normally 6 months*), an additional fee will be charged, as per resolution approved by the Board, to the applicant for each request for extension of the contingency deadline. All such fees shall be paid along with a written request, explaining the need for extension, prior to being placed on a Board meeting agenda for consideration of the request. Extensions must be requested prior to the expiration of the specified time frame.

The Department, The Commission and/or The Board may require additional information at any time during the application process as may be deemed necessary in order to review the application adequately, to determine if the application is in compliance with all applicable regulations and make an informed decision with regard to recommendations, approval or disapproval of the application.

For specific regulatory requirements the applicant should refer to the appropriate sections of the Fremont County Subdivision Regulations (FCSR) and the Fremont County Zoning Resolution (FCZR). In addition, consideration shall be given to the Fremont County Master Plan (FCMP), as the Department will consider it in the review of Minor Subdivision applications which could result in the need for additional information from the applicant.

**For further reference the Fremont County Zoning Resolution may be viewed on the Internet at**

**<http://www.fremontco.com/planningandzoning/zoningresolution.pdf>**

**and the Fremont County Subdivision Regulations may be viewed on the Internet at**

**<http://www.fremontco.com/planningandzoning/forms/subdivisionregulations.pdf>**

5. Has the subject property been previously platted?  Yes ---  No If yes, please explain the circumstances.

Boundary lines have been adjusted in survey to convert two(2) existing lots into a total of three(3) lots.

(LENYI BOUNDARY LINE ADJUSTMENT, Rec. NO. 860692)

6. The total number of properties involved in the subject property prior to this application for minor subdivision are one(1)

7. The total number of lots as a result of this minor subdivision are two(2)

8. What is the existing size of the subject property prior to this application?  
Acreage 5.035 Square Footage 219,326.26

9. What is the proposed size of each lot after platting?  
a. Acreage 2.000 (Lot 2A) Square Footage 87,141.66

b. Acreage 3.035 (Lot 2B) Square Footage 132,223.60

c. Acreage \_\_\_\_\_ Square Footage \_\_\_\_\_

10. What is the current Zone District for the subject property?  
The subject property is currently located in the LDR Zone District.

11. Is there a proposal to change the current zoning classification for any portion of the subject property? Yes  --- No  If yes, please state what change is proposed.

12. What is the current land use of the subject property?  
This current land use of the subject property is  conforming  non-conforming with the current zone district requirements. Please explain:

*If the current use is a non-conforming use and proposed to remain on the subject property, an application for "non-conforming use status" shall be filed with the Department and copy shall be attached to this application as Exhibit 12.1.  An exhibit has been attached. It should be noted that if this use is determined not to be a non-conforming use, said use shall be removed from the subject property.*

13. What is the proposed land use of the subject property? RESIDENTIAL  
This proposed land use of the subject property will be  conforming  non-conforming with the current or proposed zone district requirements. Please explain:

14. Does the subject property contain any existing structures that will remain on the property after subdivision?  Yes ---  No. If yes, the proposed lot(s) housing the existing structures must comply with the development requirements of the proposed zone district

regarding the structures; please provide all setback dimensions for each structure from the proposed lot lines and the percentage of the lot coverage for each lot which will continue to house an existing structure: Setback dimensions are shown on plan(s).  
Proposed Lot '2A' will have 0.00% coverage ex. structure(s).  
Proposed Lot '2B' will have 2.20% coverage of ex. structure(s).

15. Does each proposed lot have an adequate building site, taking into consideration setback and lot coverage requirements for the proposed zone district, building restriction lines, flood plains and other natural features, and existing and proposed easements?  Yes ---  No If no, how is the lot to be used? \_\_\_\_\_

16. Have all General, Lot, Access, Street Design, Engineering, Sewage Disposal, Easement and Open Space Standards and or Specifications of the FCSR Appendix 1 been met by this proposal?  Yes ---  No If no, please list each standard or specification and provide a regulation citing which will not be met and provide an explanation as to why it will not be met. \_\_\_\_\_

17. What is the name and or number of the public right-of-way(s) that will provide access to each proposed lot? S 12TH STREET (40' R.O.W.) / REED ROAD (40' R.O.W.)

18. Is the public right-of-way(s) proposed to provide access to the subject property a  County,  State or  Federal right-of-way? Documentation evidencing a "right of access" shall be attached to this application for each proposed lot or for the subdivision as a whole, as may be appropriate, marked as Exhibit 18.1.  An exhibit has been attached.

19. Will each proposed lot have adequate frontage on the public right-of-way?  Yes ---  No If no, please provide a copy of an executed deed for ingress and egress, which shall be attached to this application and shall be marked as Exhibit 19.1.  An exhibit has been attached.

20. A copy of the most current deed of record of the subject property must be attached to this application, marked as Exhibit 20.1 ( *An exhibit has been attached.*) and can be found recorded in the Fremont County Clerk and Recorder's Office as follows:

In Book \_\_\_\_\_ at Page \_\_\_\_\_ and under Reception Number 1035305

21. A title insurance commitment or policy with an effective date within thirty (30) days of the application submittal date, for each property involved in this application shall be attached to this application, marked as Exhibit 21.1.  An exhibit has been attached. (*an updated title insurance commitment or policy shall be provided prior to recording of the subdivision plat for any application that was granted an extension of approval or as applicable by regulation, this could result in further requirement of the applicant, by the Department, prior to recording of the plat*):

Document Number 330-F01512-24 Effective Date of Document MARCH 11, 2024  
Amendment No. #6

22. As per the FCSR Section XIII., D., 1b., an executed Ratification, Consent and Release Form (*forms are provided by the Department for execution with the initial D & C Letter*) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a minor subdivision application prior to recording of the plat. Will any property involved in this application require a form to be executed and submitted?  Yes --  No If answered yes please list and identify the documents that will require RCR forms.

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23. All easements of record on involved properties must be vacated prior to application submittal or shown on the proposed plat and labeled or noted as to use, recording information, location and size through appropriate survey information. Please answer the following questions and provide a brief description of each easement noted.

a. Do the properties involved in this application have easements of record as per the submitted title commitment?  Yes ---  No If answered yes, please identify each easement along with recording information and describe which properties it affects and how they are affected.

SUBJECT PROPERTY CONTAINS A 10-FT WATER EASEMENT TO WELL,  
5-FT INTERIOR UTILITY EASEMENTS AND 10-FT EXTERIOR UTILITY  
EASEMENTS AS SHOWN ON MINOR SUBDIVISION PLAT.

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b. Do the properties involved in this application have easements not of record?  Yes ---  No If answered yes, please identify each easement along with identification of which properties are affected and how they are affected.

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c. Are any easements proposed to be vacated by this application?  Yes ---  No If answered yes, please identify the easement and provide a statement as to why a vacation of the easement is necessary. Also provide a statement as to whether or not the easement currently contains improvements.

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d. Are any easements proposed to be relocated by this application?  Yes ---  No If answered yes, please identify the easement and provide an explanation as to why relocation is necessary.

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e. Are any new easements proposed by this application?  Yes ---  No If answered yes, please identify the easement and provide a description of the easement.

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f. Do any existing easements contain improvements?  Yes ---  No If answered yes, please identify the easement and describe the improvements.

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24. As per the FCSR Section XIII., D., 2., a tax certificate issued by the Fremont County Treasurer shall be provided indicating that all ad valorem taxes for the subject property for all years prior to the year in which the plat is to be recorded have been paid. Said Certificate shall be attached and marked as Exhibit 24.1.  An exhibit has been attached.

Date of Tax Certificate 03/19/2024

25. Does the subject property lie within an area that has been under mined as depicted by the Colorado Department of Natural Resources, Colorado Geological Survey "Mining and Surface Features Maps" or any known active or inactive under ground mine?  Yes ---  No Please explain: \_\_\_\_\_

26. Does the subject property contain any of the following natural features and how may they be affected (*explain*) by this proposal?

- |  |            |                                    |
|--|------------|------------------------------------|
| a. Bodies of water                       | <u>NO</u>  | Effect <u>                    </u> |
| b. Natural water courses                 | <u>NO</u>  | Effect <u>                    </u> |
| c. Dry gulches or drainage ways          | <u>YES</u> | Effect <u>NONE</u>                 |
| d. Bluffs or cliffs                      | <u>NO</u>  | Effect <u>                    </u> |
| e. Fault lines or other geologic hazards | <u>NO</u>  | Effect <u>                    </u> |
| f. FEMA flood hazard area                | <u>NO</u>  | Effect <u>                    </u> |

27. In accordance with the FCSR Section XIII., D., 3., a copy of the proposed plat shall be provided that locates, by providing dimensions from property lines and size by dimension, all improvements (*i.e. roads, driveways, sewer and water lines, other utility lines, septic systems, wells, structures, buildings, irrigation ditches, drainage structures etc.*), natural physical features (*i.e. soil type boundaries, bluffs, cliffs, debris fans, water courses, live streams, dry gulches, drainages etc.*), and easements and rights-of-way described in the title commitment or policy or any of the same known to exist without being of record, which effect or traverse the property. More than one drawing may be used, if more understandable.  A copy of the plat as required has been attached and marked as Exhibit 27.1.

If no such items exist then a written statement to that effect regarding each category shall be provided by the project surveyor. \_\_\_\_\_

Project Surveyor Signature \_\_\_\_\_ Date \_\_\_\_\_

28. Topographic and soils information, sufficient to show the usability of the proposed lots for the purpose intended, with the source of information identified, shall be attached to this application, marked as Exhibit 28.1.  An exhibit has been attached. Identify the source of information and provide a general synopsis of the information: \_\_\_\_\_

29. As per the FCSR Section XIII., D., 8. a Drainage Plan Map and Report for the subject property after subdivision, prepared, signed and sealed by a Colorado Registered Professional Engineer shall be attached to this application, marked as Exhibit 29.1.  An exhibit has been attached.

30. What is the potable water source for each proposed lot?  --- Public Water Supply; Name of supplier City of Cañon City  
If the potable water source is a water company or district, then documentation evidencing that the supplier has committed to supply water for the appropriate number of lots and uses shall be attached to this application, marked as Exhibit 30.1.  --- Private Well or Spring? If the potable water source is a private well or spring then documentation from the Colorado Division of Water Resources evidencing that the proposed subdivision will comply with the rules and regulations of the Division shall be attached to this application, marked as Exhibit 30.1.  An exhibit has been attached. Fremont County's Division of Water Resources Information Form for Subdivision Exemption has been completed and attached to this application.  An exhibit has been attached.

31. What is the sewage disposal source for each proposed lot?  --- Public Sanitary Sewer System; Name of provider FREMONT SANITATION DISTRICT  
If the proposed source is a public sanitary sewer system, then documentation evidencing that the provider has committed to provide service for the appropriate number of lots and uses shall be attached to this application, marked as Exhibit 31.1.  --- Onsite Wastewater Treatment Systems; If the proposed sources are onsite wastewater treatment systems for each lot then an Individual Wastewater Treatment System Report, as required by The FCSR Section XIII., D., 5b., shall be attached to this application, marked as Exhibit 31.1.  An exhibit has been attached.

32. Does the subject property currently have irrigation rights?  Yes ---  No If yes, Name of Irrigation Company Deweese Dye Ditch  
Is the subject property encumbered by right of easement or right of use by any irrigation company?  Yes ---  No If yes, Name of Irrigation Company \_\_\_\_\_  
As per the FCSR Section XIII., D., 10. If any property involved in a minor subdivision has irrigation rights, and is subject to easement or is physically traversed by an irrigation ditch, the irrigation company shall be sent notice of the proposed subdivision, by certified mail (*return receipt requested*) and a copy of said notice and mailing receipts shall be attached to this application, marked as Exhibit 32.1.  An exhibit has been attached.

33. Does the subject property lie within a Fire Protection District?  Yes ---  No If yes, Name of District CAÑON CITY AREA FIRE PROTECTION DISTRICT  
As per the FCSR Section XIII., D., 9., attach an executed copy of the Fremont County Fire Protection Plan Form from the appropriate Fire Protection District marked as Exhibit 33.1.  An exhibit has been attached.

34. Does the subject property lie within a recreation district?  Yes ---  No If yes, Name of District CAÑON CITY RECREATION & PARK DISTRICT  
Does the subject property lie within one (1) mile of a recreation district?  Yes ---  No If yes, Name of District \_\_\_\_\_

As per the FCSR Section XIII., D., 11., a copy of the Fremont County Recreation District Comment Form shall be sent (*certified mail, return receipt requested*) to the appropriate recreation district, when the subject property is located within a recreation district or is located within one (1) mile of a recreation district. Evidence of said notice and mailing receipt shall be attached to this application, marked as Exhibit 34.1.  An exhibit has been attached.

35. Based on the real estate records of the county, which include the records of the County assessor, and "requests for notification" filed by a mineral estate owner in the records of the County Clerk and Recorder, have the mineral interests of the subject property been severed?

Yes ---  No If yes, name of mineral interest owner \_\_\_\_\_

As per the FCSR Section XIII., D., 13., a notice of the proposed subdivision shall be sent (*certified mail return receipt requested*) to the severed mineral interest owner(s) not less than thirty (30) days before the date of the Commission meeting at which the application is anticipated to be heard. See Subdivision – Mineral Interest Owner Notification Form. Evidence of said notice and mail receipt shall be attached to this application, marked as Exhibit 35.1.  An exhibit has been attached.

36. Do any persons or entities have any right of easement on or across the subject property?  Yes ---  No If yes, Name of Person(s) or Entity \_\_\_\_\_

As per the FCSR Section XIII., D., 14., a notice of the proposed subdivision shall be sent (*certified mail return receipt requested*) to the easement beneficiary. Evidence of said notice and receipt shall be attached to this application, marked as Exhibit 36.1.  An exhibit has been attached.

37. In accordance with the FCSR Section XIII., D., 14., proof (*certified mail with return receipt*) that all applicable utility companies (*companies that service the property currently or that will be required to service the property after subdivision*) were notified of this application. The notification shall include a copy of the Department form letter and a copy of the proposed plat provided by the applicant. Evidence of said notice and mailing receipts to all of the following, as applicable, shall be attached to this application and shall be marked as Exhibit 37.1.  An exhibit has been attached.

Water source City of Cañon City Mail date 09/20/24 Received date \_\_\_\_\_

Sanitation source \_\_\_\_\_ F.S.D. Mail date 09/20/24 Received date \_\_\_\_\_

Electrical source Black Hills Mail date 09/20/24 Received date \_\_\_\_\_

Natural Gas source Atmos Energy Mail date 09/20/24 Received date \_\_\_\_\_

Telephone source Spectrum Mail date 09/20/24 Received date \_\_\_\_\_

Cable Television source Spectrum Mail date 09/20/24 Received date \_\_\_\_\_

Other required notice Trash? Mail date 09/20/24 Received date \_\_\_\_\_

38. Have at a minimum, six (6) copies of a plat drawing (24 x 36 inches) and six (6) reduced copies, (8½ x 11 inches or 11 x 17 inches) , professionally drawn, as stipulated by the Fremont County Subdivision Regulations, Section XIII., A. and B., been submitted with this application?  Yes ---  No If all such requirements are not proposed to be met then, a



list of requested waivers, specifically citing the regulations for which waivers are being requested and justification for each requested waiver shall be attached hereto and marked as Exhibit 38.1.  An exhibit has been attached. At a minimum, the following (*the Department, Commission or Board can require additional information*) shall be provided:

- a. Drawing scale, unless a different scale is approved by the Department prior to submittal, shall not be less than one (1) inch to one hundred (100) feet.
- b. Multiple sheets shall contain a key map showing the relationship of the individual sheets to each other. (*More than one sheet may be used if it is easier to express the required information, provided they are adequately labeled for identification*).
- c. Appropriate title-proposed subdivision name. *No subdivision, street or road in the County shall bear the same name or substantially similar name as another subdivision, street or road unless adjoining and using consecutive filing numbers or if the street or road is a continuation of an existing street or road or cul-de-sac street accessed from the primary roadway, (i.e. Court, Place, etc.). The Department shall have the authority to require applicant to change the proposed name if such name is substantially similar to the name of an existing subdivision, street or road in the County.*
- d. The sub-title of the Plat shall read: A portion of the (*aliquot description*) Section, Township, Range, Fremont County, Colorado or A Vacation and Re-plat of (*Lot(s), Block(s) of [Name of Subdivision]*), Fremont County, Colorado, as appropriate, dependent on whether or not the property being subdivided is un-platted or platted property.
- e. A note table with each note being individually labeled.
- f. A legend table with each symbol and line pattern being identified.
- g. The total acreage and the total number of lots contained within the subdivision being platted.
- h. The acreage and/or square footage for each proposed lot.
- i. The proposed lot and block layout, including lot and block numbers which shall be consecutively numbered.
- j. Name and address of the person, firm or organization preparing the drawing.
- k. The date of preparation of the plat and all revision dates to the submitted plat.
- l. A north arrow.
- m. A written and graphic scale.
- n. A vicinity map locating the proposed subdivision in relation to the surrounding area, streets and major natural features (*such as rivers, mountain peaks, and cliffs, etcetera*).
- o. All appropriate survey information on the plat shall show lengths to hundredths of a foot, and angles and bearings shall be shown to seconds of a degree.
- p. A survey tie from the proposed subdivision boundary to an aliquot survey monument.

- q. A statement identifying the basis of bearing for the proposed subdivision survey.
- r. The length and bearings for the exterior boundary lines of the proposed subdivision. For bearings and lengths for interior lot lines where the bearings and lengths are the same as the exterior lot lines, labeling is not required.
- s. All bearings and dimensions for irregularly shaped lots shall be provided for each lot.
- t. For proposed curved boundaries and all curves on the plat, sufficient data shall be given to enable the re-establishment of the curves on the ground. This curve data shall be shown in a table and shall include the following:
  - 1. Radius of curve.
  - 2. Central angle.
  - 3. Tangent.
  - 4. Arc length.
  - 5. Notation of non-tangent curves.
- u. Any non-radial lot lines or boundary lines shall be labeled.
- v. All survey monuments set and found, in preparation of the plat, shall be indicated on the plat as to location and type of monument, in a legend table.
- w. Any "Reference Monument" and or "Witness Corner" shall be appropriately labeled on the plat.
- x. At a minimum, the name, centerline bearing, distance and curve information along with width information shall be provided for all proposed and existing roadway rights-of-way that traverse or adjoin the subject property.
- y. The acreage and lineal footage proposed to be devoted to roadways.
- z. The location, width, length and identification label for all other public ways, easements and rights-of-way that traverse or adjoin the subject property.
- aa. All proposed easements shall be designated as to use, bearings and dimensions, or indicated by appropriate statements.
- bb. All legally described easements in the title insurance commitment or policy shall be located or if not applicable, a written statement to that effect.
- cc. Excepted parcels shown on the plat shall be shall be marked "Not included in this subdivision" or "Not included in this plat" as appropriate.
- dd. All existing easements shall be shown on the plat, labeled or noted as to use, size and location. In addition, all survey information and any recording information shall be provided. Any existing easement or right-of-way to be vacated, which is within the County's authority or ownership may be vacated by a note on the plat. Any existing easement not within the county's authority or ownership, shall be vacated or released by the appropriate authority or owner(s), and documentation shall be provided noting such.
- ee. The 100 year floodplain line shall be shown as per the FEMA FIRM map.

ff. The Plat shall show building setback lines for all stem or flag lots or irregularly shaped lots that do not have the minimum lot width, as required by the Zone District of the property at the property frontage. Said building setback line shall be shown by a thin dashed line and shall be labeled as such. In addition, dimensions shall be provided along the side lot lines, which are adequate to locate the building setback lines.

gg. Sites to be reserved or dedicated for open space, parks, playgrounds, schools or other public uses, other than easements shall be shown as outlots and shall be labeled with a statement as to the designated use.

hh. Has all required Subdivision Plat Language (FCSR Section XIII., B., 34.) been provided?

Yes ---  No

39. Is this application for a condominium or townhouse plat?  Yes ---  No If yes, then the condominium or townhouse application addendum, in accordance with the FCSR Section XIII., C., shall be attached hereto and marked as Exhibit 39.1.  An exhibit has been attached.

40. Any waiver(s) that is requested from the FCSR regarding this application shall be stated in written form, with the citing of the regulation for which the waiver is being requested along with an explanation as to why the waiver is necessary and attached to this application, marked as Exhibit 40.1.  An exhibit has been attached.

41. Are there any existing deed restrictions on the property which might affect the subdivision of the subject property?  Yes ---  No If yes, provide copies of such documents marked as Exhibit 41.1.  An exhibit has been attached.

42. Are there any proposed deed restrictions on the subject property that would be implemented as a portion of the County approval of the Minor Subdivision Application?  Yes ---  No If yes, provide copies of such documents marked as Exhibit 42.1.  An exhibit has been attached.

43. Are there any proposed improvements regarding such items as streets, public water and sewer systems, stormwater drainage facilities and the like?  Yes ---  No Please explain. \_\_\_\_\_

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If yes, then the FCSR Sections X. (Utilities & Improvements – General Requirements) and XI. (Guarantee of Public Improvements) would apply to this application.

44. **PLEASE NOTE:** The following items (*but not limited to these items*), if not provided at the time of application, may be required to be provided to the Department after approval by the Board as contingency of approval items, if so required the items shall be provided prior to recording of the plat:

a. Information adequate to enable the Department to compute addresses for the lots being platted.  Provided (marked as Exhibit 44.a.1) ---  Requested contingency item

b. Closure sheets for each lot and the subdivision boundary.  Provided (marked as Exhibit 44.b.1) ---  Requested contingency item

- c. An approved County or Colorado Department of Transportation Access Permit(s) as may be appropriate.  Provided (marked as Exhibit 44.c.1) ---  Requested contingency item
- d. A detailed utility plan showing the proposed location of all utility and irrigation improvement locations, horizontal and vertical, as proposed by the developer, for all subdivisions where a new road, street or rights-of-way is proposed. The plan shall include the signatures of all utility providers, indicating their approval of such plan.  Provided (marked as Exhibit 44.d.1) ---  Requested contingency item
- e. An executed quit-claim deed with a deed restriction addressing the maintenance of any drainage facilities, drainage easements, rights-of-way etc., may be required, if applicable. Such deed is to be recorded at the time of recording of the plat, with all recording fees being at the expense of the applicant.  Provided (marked as Exhibit 44.e.1) ---  Requested contingency item
- f. Properly executed Ratification, Consent and Release Forms will be required for any outstanding mortgages, deeds of trust, liens, judgments or the like.  Provided (marked as Exhibit 44.f.1) ---  Requested contingency item

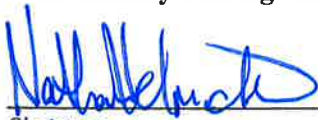

45. A submittal fee of \$1,625.00 is attached to this application (Check # \_\_\_\_\_  cash).

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

**Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.**

**Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.**

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

NATE HELMICK		<u>9/25/24</u>
Applicant Printed Name	Signature	Date
NATE HELMICK		<u>9/25/24</u>
Owner Printed Name	Signature	Date



**FREMONT COUNTY  
FIRE PROTECTION PLAN  
AND DISTRICT COMMENT FORM**

The Fremont County Subdivision Regulations and Fremont County Zoning Resolution require a fire protection plan be submitted with many different types of applications, at the time of application submittal. In order to provide consistency in the information received, it shall be required that these plans be submitted on this form.

The Fremont County Department of Planning and Zoning (Department), Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item *(as an example, the first attached document providing evidence in support of the answer given at application item number 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5)*. Exhibit numbers should be placed in either the lower right hand area or the upper right hand area of the exhibit.

If the subject property is not in a fire protection district, only applicants' information and map are required. A copy of the Colorado State Forest Service Wildfire Hazard Area Map with the subject property clearly and accurately located, shall be attached and marked as Exhibit A.

**APPLICANT INFORMATION**

1. Project Name HELMICK MINOR SUBDIVISION

2. Project Description SUBDIVISION OF LENYI BOUNDARY LINE ADJUSTMENT, Rec. NO. 860692  
Lot will be divided into two lots: Lot '2A' and Lot '2B'

3. Type of application:

- |  |   |
|--|---|
| <input type="checkbox"/> Zone Change #1                                      | <input type="checkbox"/> Special Review Use Permit    |
| <input type="checkbox"/> Zone Change #2 – Use Designation Plan               | <input type="checkbox"/> Conditional Use Permit       |
| <input type="checkbox"/> Zone Change #2 – Final Development Plan             | <input type="checkbox"/> Temporary Use Permit         |
| <input type="checkbox"/> Commercial Development Plan                         | <input type="checkbox"/> Change of Use of Property    |
| <input type="checkbox"/> Commercial Development Modification                 | <input type="checkbox"/> Subdivision Preliminary Plan |
| <input type="checkbox"/> Expansion of an existing Business or Industrial Use | <input checked="" type="checkbox"/> Minor Subdivision |

3. The subject property is located at:  
1226 South 12th Street, Cañon City, CO. 81212  
Address and or General Location *(If general location only is used, it will be required that a legal description of the subject property be attached Marked as Exhibit 3.1)*  An exhibit is attached.

4. Fire protection will be provided in what manner and with what resources? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The source of water for fire protection is:

--- Water District - Name of District: City of Cañon City

--- Well - Colorado Division of Water Resources Well Permit Number: \_\_\_\_\_

Is the well approved for fire protection?  Yes ---  No Please explain: \_\_\_\_\_

--- Cistern - What is the cistern capacity? \_\_\_\_\_ Gallons - What is the water source for filling the cistern? \_\_\_\_\_

6. What is the distance from the subject property to the nearest fire hydrant? \_\_\_\_\_

378 feet north to west access (S 12th Street and Sherman Ave)

644 feet west to east access (Reed Lane and Logan Street)

7. What public roadways provide access to the subject property? \_\_\_\_\_

SOUTH 12TH STREET AND REED LANE

8. How many accesses to public roadways will the subject property have? \_\_\_\_\_

ONE PER SUBDIVIDED LOT: S 12TH ST on the west / REED LANE on the east.

9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access?  Yes ---  No Please explain by providing right-of-way and surface widths, length of roadway, surface types for all interior existing and proposed roadways and turning radii for cul-de-sacs.

S 12TH ST HAS A 40' R-O-W AND REED LANE HAS A 40' ROW  
Interior roadway on west side is accessed by concrete driveway.  
Interior roadway on east side is accessed by gate (Reed Lane).  
Interior roadways are typically dirt and gravel.

10. What are the existing and or proposed interior roadway names? \_\_\_\_\_

N/A

11. Is the subject property located within a fire protection district?  Yes ---  No

If yes, please provide the district name: Cañon City Fire Protection District

*If the subject property is not located within a fire protection district please answer the following questions and the form will be considered completed for submittal. If the subject property is located within a fire protection district then answers to the following will not be required, however the remainder of the form shall be addressed by a representative of the fire protection district in which the subject property is located.*

a. What is the name of the fire protection district closest to the subject property? \_\_\_\_\_

b. What is the distance from the subject property to the nearest fire protection district boundary? \_\_\_\_\_

c. Is it logical and feasible to annex the subject property to a fire protection district?

Yes -----  No Please explain: \_\_\_\_\_

d. What types of fire protection improvements are proposed for the subject property and or structures to be housed on the property? Please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


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

**Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.**

**Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.**

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

Nate Helmick  
Applicant Printed Name

  
Signature

9/25/24  
Date

Nate Helmick  
Owner Printed Name

  
Signature

9/25/24  
Date







804 Main Street  
Canon City, CO 81212  
Phone: (719)275-3304 / Fax: (719)269-3353

**Date:** March 11, 2024  
**File No.:** 330-F01512-24, Amendment No. #6  
**Buyer(s)/Borrower(s):** Joshua Levi Townsend and Nathan Helmick  
**Owner(s):** 59 Acres, LLC, a Virginia Limited Liability Company  
**Property:** 1226 S 12Th St, Canon City, CO 81212-4230  
**Assessor Parcel No.:** R018836 and 20003420

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Amended buyer; deleted loan policy and premium

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:** Fidelity National Title Company  
804 Main Street  
Canon City, CO 81212

**Attn:** Claudine Werner  
**Phone:** 719-275-3304  
**Fax:** 303-633-1985  
**Email:** Claudine.Werner@fnf.com

---

**To:** Joshua Levi Townsend

sent via email

---

**To:** Nathan Helmick

sent via email

---

**To:** 59 Acres, LLC, a Virginia Limited Liability Company

**Attn:** Joseph M. Lenyi  
sent via email

---

**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**330-F01512-24  
Amendment #6**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, 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

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



**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

*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	Escrow Officer: Claudine Werner Fidelity National Title Company 804 Main Street Canon City, CO 81212 Phone: 719-275-3304 Main Phone: (719)275-3304 Main Fax: (719)269-3353 Email: Claudine.Werner@fnf.com

**Order Number: 330-F01512-24**  
**Property Address: 1226 S 12Th St, Canon City, CO 81212-4230**

**SCHEDULE A**

1. Commitment Date: February 1, 2024 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021  
 Proposed Insured: Joshua Levi Townsend and and Nathan Helmick  
 Proposed Amount of Insurance: \$163,822.00
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:  
 59 Acres, LLC, a Virginia Limited Liability Company
5. The Land is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PREMIUMS:**

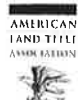
Owner's Policy Premium	\$886.00
CO 110.1-06	\$95.00
Tax Certificate	\$13.50

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Lot 2, Lenyi Boundary Line Adjustment according to the recorded plat

County of Fremont  
State of Colorado

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## 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): 59 Acres, LLC, a Virginia 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. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
8. Recordation of UPDATED Statement of Authority for 59 Acres, LLC, a Virginia 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: Statement of Authority for 59 Acres, LLC, recorded February 25, 2005 at Reception No. 800355 discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Joseph M. Lenyi as managing member

[Click to View Tax Info](#)

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

Note: Exception number 5 will be removed from the Owner's Policy provided the Company conducts the closing.

**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.**

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**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:

There are no conveyances affecting said land recorded within 24 months of the date of this report

**END OF SCHEDULE B, PART I**

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



**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. Right of way for the DeWeese Dye Ditch as evidenced by document recorded February 9, 1965 in Book 462, Page 224 and any laterals.
9. 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 6, 2009

Recording No: 860692

**END OF SCHEDULE B, PART II**

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



## 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.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 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**

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## 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:
  - 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.*

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**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.*

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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 December 1, 2023

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); 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 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.

**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 (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Connecticut Residents:** For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**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: [aginqueries@ag.state.nv.us](mailto:aginqueries@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 Utah Residents:** For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

**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.

**For Virginia Residents:** For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **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 Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

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




600  
11

STATEMENT OF AUTHORITY

- This Statement of Authority relates to an entity<sup>1</sup> named 59 Acres LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- The type of entity is a:
 

<input type="checkbox"/> trust	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> nonprofit corporation	<input type="checkbox"/> registered limited liability limited partnership
<input checked="" type="checkbox"/> limited liability company	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> general partnership	<input type="checkbox"/> government or governmental subdivision or agency
<input type="checkbox"/> limited partnership	<input type="checkbox"/> corporation
<input type="checkbox"/>	
- The entity is formed under the laws of Virginia
- The mailing address for the entity is 11611 Brookway Court  
Woodbridge, VA 22192
- The  name  position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is Joseph M. Lenyi as managing member
- The authority of the foregoing person (s) to bind the entity is  not limited  limited as follows: \_\_\_\_\_
- Other matters concerning the manner in which the entity deals with interests in real property: None

Executed this \_\_\_\_\_  
  
Joseph M. Lenyi, Managing Member

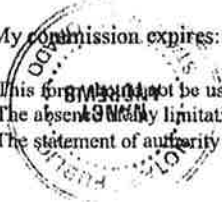
STATE OF COLORADO }  
COUNTY OF FREMONT } SS:

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2005, by Joseph M. Lenyi as Managing Member for 59 Acres, LLC

Witness my hand and official seal.  
90161   
Notary Public

My commission expires: 1/9/06

<sup>1</sup>This form shall not be used unless the entity is capable of holding title to real property.  
<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.  
<sup>3</sup>The statement of authority must be recorded to obtain the benefits of the statute.





**Customer:** FNF CO EPU/CPF  
**Branch:** Web  
**Reference:** 330-F01512-24

**Request Date:** 2/9/2024  
**Report Date:** 2/13/2024  
**Report Status:** OPEN

PROPERTY  
TAX DIRECT

ORDER INFORMATION

**Cost:** \$13.50

**Supplied Address:** 1226 S 12th St  
Canon City, CO 81212-4230  
**Standardized Address:** 1226 S 12th St  
Canon City, CO 81212-4230  
**Supplied Parcel:** 20003420 - R018836



# FREMONT COUNTY TREASURER

## Certificate of Taxes Due

Account Number R018836  
 Parcel 20003420  
 Assessed To  
 59 ACRES LLC  
 1226 S 12TH ST  
 CANON CITY, CO 81212-4230

Certificate Number 28155  
 Order Number  
 Vendor ID 19  
 ICE MORTGAGE TECHNOLOGY  
 601 RIVERSIDE AVE  
 JACKSONVILLE, FL 32204

**Legal Description**

**Situs Address**

1226 S 12TH ST

LOT 2 LENYI BLA

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2023	\$967.12	\$0.00	\$0.00	\$0.00	\$967.12
Total Tax Charge					\$967.12
<b>Grand Total Due as of 02/13/2024</b>					<b>\$967.12</b>

Tax Billed at 2023 Rates for Tax Area 19A - 19A

Authority	Tax Rate	Amount	Values	Actual	Assessed
SCHOOL DISTRICT RE-1	0.0429800000	\$503.16	SINGLE FAMILY	\$95,455	\$6,395
CANON CITY RECREATION DISTR	0.0035140000	\$41.14	RESID		
S.E. COLO WATER CONS DISTRI	0.0008880000*	\$10.40	SINGLE FAMILY	\$79,287	\$5,312
UPPER ARKANSAS WATER CONS D	0.0003810000*	\$4.46	RESID		
FREMONT COUNTY	0.0118130000*	\$138.29	Total	\$174,742	\$11,707
CANON CITY FIRE PROTECTION	0.0230350000*	\$269.67			
Taxes Billed 2023	0.0826110000	\$967.12			

\* Credit Levy

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's Office will need to be contacted prior to remittance.

Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

**FREMONT COUNTY TREASURER**

Filed for record this 9 day of February A. D. 1965 9:35 A \$1.45  
Receipt No. 355978 Book 462 Page 224 Mary J. McDonough RECORDER  
Mayne Harrison, Deputy

**This Deed,** Made this 8th day of February in the year of our Lord one thousand nine hundred and sixty-five between  
- - - - - ROBERT G. FREDRICKSON  
of the County of Fremont and State of Colorado, of the first part, and  
- - - - - LAWRENCE H. MARRS and GLADYS E. MARRS  
of the County of Fremont and State of Colorado, of the second part;

Witnesseth, That the said part y of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars & other good and valuable consideration NOWHERE, to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha s granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot - or parcel - of land, situate, lying and being in the County of Fremont and State of Colorado, to-wit:

Beginning at a point 977.6 feet North of another point on the South line of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 4, Township 19 South, Range 70 West of the Sixth Principal Meridian, which last mentioned point is 354.16 feet East of the Southwest corner of the said Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of said Section 4, running thence East 965.84 feet; thence North 119.5 feet; thence West 965.84 feet; thence South 119.5 feet to the place of beginning, excepting and reserving the right of way for such ditch and ditches as shall be necessary to convey water for the use upon lands lying below said tract.

Together with 22 shares of the Capital Stock of The De-Weese-Dye Ditch and Reservoir Company.

IRS 830

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 said part y of the first part, 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 said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said part y of the first part, for him sel f, his heirs, executors, and administrators, do es covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the executing and delivery of these presents, he will seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha s good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, EXCEPT general property taxes for the year 1965, due January 1st, 1966, which the grantee assumes and agrees to pay;

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part y of the first part shall and will WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said part y of the first part ha s hereunto set his hand and seal - the day and year first above written.

Signed, Sealed and Delivered in the Presence of  
*Robert G. Fredrickson* 322  
322  
322



STATE OF COLORADO,  
County of Fremont. } The foregoing instrument was acknowledged before me this 8th day of February, 1965, by - - - - - ROBERT G. FREDRICKSON - - - - -

Witness my hand and official seal  
My commission expires September 11, 1965  
*Nolan B. Spurgeon*  
Notary Public

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

TO: BLACK HILLS ENERGY

FROM: NATE HELMICK

Name of Subject Property Owner / Applicant

DATE: \_\_\_\_\_

Reference: HELMICK MINOR SUBDIVISION

Project Name

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

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

1226 S 12TH ST

The subject property, as referenced above is located at Cañon City, CO. 81212

General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: HELMICK MINOR SUBDIVISION

Check here if legal description is attached as Exhibit B.

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

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

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

Telephone 719-276-7360    Email: [planning@fremontco.com](mailto:planning@fremontco.com)

These meetings are held in room 113 (*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](mailto:planning@fremontco.com) to schedule an appointment to review the application. For further reference regarding the governing regulations:

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

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

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

Entity Name: BLACK HILLS ENERGY Name of contact person: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: (719) 275-3803 Email: \_\_\_\_\_  
Mailing Address: 3110 UTILITY DRIVE, CAÑON CITY, CO. 81212  
Street Address City State Zip

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

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

Yes ---  No Please explain we have a power within 50' of the property.

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

 9-24-24  
Signature of Authorized Entity Representative Date

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

TO: CANON CITY STORMWATER

FROM: NAITE HELMICK

Name of Subject Property Owner / Applicant

DATE:

Reference: HELMICK MINOR SUBDIVISION

Project Name

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

- Minor Subdivision     - Preliminary Plan     - Vacation of a Public R-O-W  
 - Vacation of Interior Lot Line & Utility / Drainage Easement  
 - Lot Line Adjustment     - Boundary Line Adjustment  
1226 S 12TH ST

The subject property, as referenced above is located at Canon City, CO. 81212

(General Location or Address (Voting, Adm. Exhibit A))

The subject property is legally described as: HELMICK MINOR SUBDIVISION

Check here if legal description is attached as Exhibit B.

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

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

If you would like to attend either the Commission or Board meeting, please contact the Department of Planning and Zoning for the date and time of meetings:  
Telephone 719-276-7360    Email: [planning@fremontco.com](mailto:planning@fremontco.com)

These meetings are held in room 113 (lower level Board Meeting Room) of the Fremont County Administration Building, 615 Maroon Avenue, Canon 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, fax (719) 276-7374 or by email at [planning@fremontco.com](mailto: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/subdivisionsregulations.shtml>

Public Utility, Irrigation Company, Improvement District and/or Easement of Record Notification Form 10/23/06

Page 1 of 2

LF  
9/24/04

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

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

Entity Name: CANON CITY STORMWATER Name of contact person: GIENDA DEBECKER  
Title: \_\_\_\_\_ Telephone: (719) 276-5265 Email: \_\_\_\_\_  
Mailing Address: P. O. 1460, CANON CITY, CO. 81212 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_

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

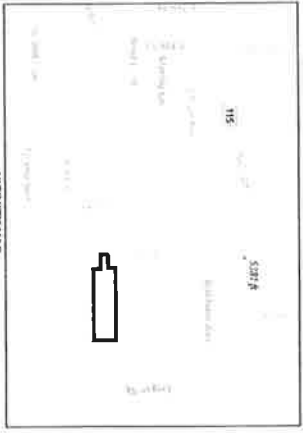
Will your entity be able to service the subject property as proposed by the subdivision or re-plot?  
 Yes ---  No Please explain \_\_\_\_\_

Our entity has the following comments and/or recommendations regarding the proposed action: \_\_\_\_\_

No COMMENTS FROM CANON CITY STORMWATER.

  
Signature of Authorized Entity Representative gdy/24 Date 12/6/16

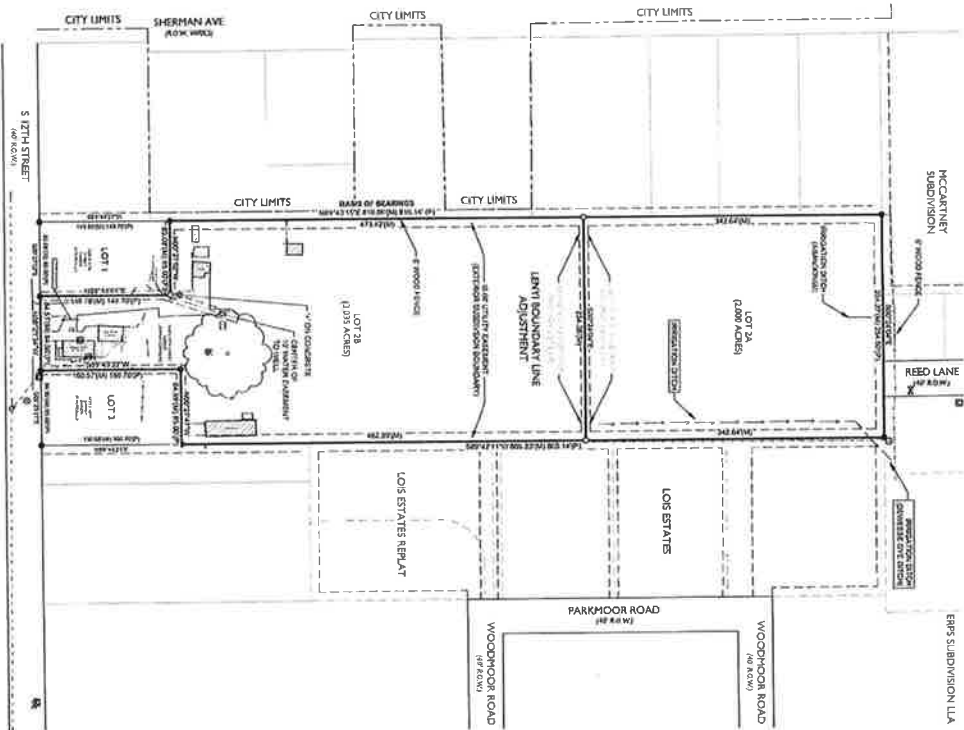
**HELMICK MINOR SUBDIVISION**  
**1226 SOUTH 12TH STREET**  
**LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,**  
**TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN**  
**FREMONT COUNTY, COLORADO**



**VICINITY MAP**

**TITLE DESCRIPTION:**  
 PLATTED SUBDIVISION OF SECTION 4, T19S, R70W, S4, L66, CO. COLORADO, AS SHOWN ON THE RECORD MAP OF THE COUNTY OF COLORADO.

- LEGEND**
- FOUND AS SHOWN WITH "T" BELOW PLATTING OR P.L.S. NUMBER - UNLESS NOTED OTHERWISE
  - FOUND AS SHOWN WITH "C" BELOW PLATTING OR P.L.S. NUMBER - UNLESS NOTED OTHERWISE
  - FOUND AS SHOWN WITH "N" CONCRETE
  - PLATTED OR PLATTE
  - UNPLANNED DISTANCE
  - CONTROL POINT
  - FENCE
  - ALLEYS
  - ROW IN ROW
  - ELECTRIC WIRELESS, SMALL BOX
  - ELECTRIC WIRELESS, LARGE BOX
  - ELECTRIC WIRELESS, MOUNTAIN
  - SERVICE CLEANOUT
  - ELECTRIC METER
  - GAS METER
  - WATER METER
  - OVERLOOKING TREE
  - MAIL BOX
  - CONCRETE
  - BUILDING



**SURVEYOR'S NOTES:**

- THIS DOCUMENT IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE INSTRUMENT AND IS NOT TO BE USED FOR ANY UNLAWFUL PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.

**OWNER ACCEPTANCE:**

I, \_\_\_\_\_ OF \_\_\_\_\_ COUNTY, COLORADO, DO HEREBY ACCEPT THE SURVEY AND THE PLAT THEREON AND AGREE TO HOLD THE SAME AS SHOWN ON THE RECORD MAP OF THE COUNTY OF COLORADO.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**COUNTY PLANNER:**

THIS PLAT AND THE PLAT THEREON IS APPROVED AND ACCEPTED AS PER REVIEW BY THE COUNTY PLANNER OF FREMONT COUNTY, COLORADO.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**SURVEYOR'S STATEMENT:**

I, \_\_\_\_\_ SURVEYOR, HAVE CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAVE FOUND NO OBSTRUCTIONS TO THE SURVEY. I HAVE FOUND NO OBSTRUCTIONS TO THE SURVEY.

**CLERK AND RECORDER:**

THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF FREMONT COUNTY, COLORADO.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_



**3 ROCKS**  
 LAND SURVEYING & ENGINEERING  
 2225 SOUTH 12TH STREET  
 DENVER, CO 80202

SHEET: 1 OF 2  
 DATE: 08/20/2024  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]



