



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

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

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

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

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

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

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

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

Please mark which application you are applying for:

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

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

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

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

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

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

a. Property "a" Owner Signature  Date \_\_\_\_\_

b. Property "b" Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

**Required Attachments:**

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

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

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

a. Name: RAINBOW PARK DAIRY  
Mailing Address: 1500 PARK AVE, CANON CITY, CO  
Telephone Number: 719-588-5505 Facsimile Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

b. Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

c. Consulting Firm Name: CORNERSTONE LAND SURVEYING  
Mailing Address: 1022 PHAY AVE, CANON CITY, CO 81212  
Telephone Number: 719-276-4497 Facsimile Number: \_\_\_\_\_  
Email Address: CSURVEYING9@GMAIL.COM

2. The proposed plat title is MCCONNELL LLA

3. The total number of properties involved prior to this application are Two

4. The total number of lots as a result of this application are Two

5. Ratification:

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

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

a. This property is located in the R1 Zone District.

b. This property is located in the R1 Zone District.

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

**Core Title Group LLC**  
**831 Royal Gorge Blvd Suite 325**  
**Canon City, CO 81212**  
**Phone: 719-602-8640**  
**Fax: 719-602-8641**

**Transmittal Information**

Date: 01/13/2025  
File No: 4096COR  
Property Address: 728 County Road 119, Canon City, CO 81212  
Buyer/Borrower: Information Only  
Seller: Rainbow Park Dairy Inc

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For changes and updates please contact your Escrow officer(s):

Escrow Officer:	Corey Canterbury
Not Applicable	Core Title Group LLC
Core Title Group LLC	831 Royal Gorge Blvd Suite 325
831 Royal Gorge Blvd Suite 325	Canon City, CO 81212
Canon City, CO 81212	Phone: 719-602-8640
Phone: 719-602-8640	

E-Mail:  
Processor: Lori Plank  
E-Mail: LPlank@coretitlegroupllc.com

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Copies Sent to:

**Buyer:**  
Information Only

**Seller:**  
Rainbow Park Dairy Inc  
1500 Park Ave.  
Canon City, CO 81212

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**

**Phone: Fax:**

**Attn:**

**Attn:**

**Email:**

**Email:**

**Thank you for using Core Title Group LLC**

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**

## Core Title Group LLC

831 Royal Gorge Blvd Suite 325, Canon City, CO 81212

Phone: 719-602-8640 Fax: 719-602-8641

### UNDERSTANDING YOUR TITLE COMMITMENT

#### SCHEDULE A:

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

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

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

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

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

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

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

#### SCHEDULE B-SECTION 1:

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

#### SCHEDULE B-SECTION 2:

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



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

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, Westcor Land Title Insurance Company, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Core Title Group LLC

101 S. Sawatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500



By: Mary O'Donnell - President
Attest: Donald A. Berube - Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a 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.

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**5. LIMITATIONS OF LIABILITY**

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

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

**8. PRO-FORMA POLICY**

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

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**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 \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: 4096COR  
Amendment No: 4096COR

**SCHEDULE A**

1. Commitment Date: **January 6, 2025, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Information Only**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<b>To Be Determin. Search Fee End</b>	\$	250.00
Total:	\$	250.00

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:  
**Rainbow Park Dairy Inc. a Colorado corporation**

5. The Land is described as follows:

**PARCEL A:**

**Lot A, McConnell Interior Lot Line Vacation, a Vacation of Interior Lot Lines for Lots 1 and 2, Mountain View acres, Fremont County, Colorado, according to the plat recorded June 16, 1995 in [Book 1219 at Page 326](#) as [Reception No. 633928](#)**

**PARCEL B:**

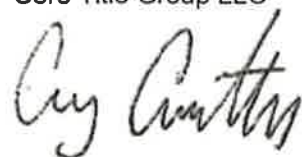
**Lot 5, Mountain View Acres, County of Fremont, State of Colorado.**

For Informational Purposes Only:  
**728 County Road 119, Canon City, CO 81212**  
**, , CO**

APN: **99204106 / R031734 et. al**

Countersigned  
Core Title Group LLC

By:



**C. Canterbury**

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**SCHEDULE B, PART I - Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.**

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**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. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
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 value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. All matters as shown on the plat of Rainbow Park Addition to the City of Florence at [Reception No. 95642](#)
10. Terms, agreements, provisions, conditions and obligations as recorded in deed recorded April 9, 1912 in [Book 167 at Page 403](#) at [Reception No. 95640](#).
11. Right of Way Easement granted to East Florence Water Association recorded November 22, 1967 in [Book 497 at Page 456](#) at [Reception No. 371554](#).
12. Terms, agreements, provisions, conditions and obligations as contained in deed recorded August 26, 1968 in [Book 505 at Page 216](#) at [Reception No. 374583](#).
13. All matters as shown on the plat of Mountain View Acres recorded December 1, 1983 as [Reception Non 501900](#).
14. All matters as shown on the plat of McConnell Interior Lot Line Vacation recorded June 16, 1995 in [Book 1219 at Page 326](#) as [Reception No. 633928](#).

## FOR INFORMATIONAL PURPOSES ONLY:

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and 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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File No: 4096COR

Statement of Authority recorded June 7, 2022 as [Reception No. 1017206](#).  
Deed recorded September 27, 1990 in [Book 975 at Page 262](#) as [Reception No. 573631](#).  
Deed recorded April 16, 1990 in [Book 954 at Page 88](#) as [Reception No. 568996](#).  
Decree recorded February 14, 1990 in [Book 945 at Page 292](#) as [Reception No. 567119](#).  
Deed recorded April 28, 1982 in [Book 675 at Page 988](#) as [Reception No. 486299](#).  
Deed recorded December 30, 1959 in [Book 411 at Page 265](#) as [Reception No. 328963](#).  
Deed recorded February 23, 1956 in [Book 364 at Page 452](#) as [Reception No. 305078](#).

**PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED).**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and 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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Core Title Group LLC

Disclosures

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 will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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 C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Core Title Group LLC**

Westcor Land Title Insurance Company ("WLTIC") and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

**Information Sharing**

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC and **Core Title Group LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can be found on WLTIC's website at [www.wltic.com](http://www.wltic.com)*

## **Anti-Fraud Statement**

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

**This anti-fraud statement is affixed to and made a part of this policy.**

9:35  
15.00  
388

**SPECIAL WARRANTY DEED**

FIRST NATIONAL BANK OF CANON CITY

whose address is 531 Main St.  
Canon City, Colorado 81212  
\* County of

and State of Colorado for the consideration  
of Ten and 00/100-- dollars.

In hand paid, hereby sell(s) and convey(s) to RAINBOW PARK DAIRY, INC.

whose legal address is 0728 Fremont City Road #119  
Canon City, Colorado 81212  
County of Fremont and State of Colorado

the following real property in the xxx County of Fremont

and State of Colorado, to wit:

PARCEL A: TRACTS 155, 156 and 157, RAINBOW PARK ADDITION TO FLORENCE

PARCEL B: LOTS 1, 2 AND 5, MOUNTAIN VIEW ACRES

PROPERTY ADDRESS: 0728 Fremont City Road #119  
Canon City, Colorado 81212

STATE DOCUMENTARY FEE  
Date SEP 27 1990  
Amount \$ 8.50

Doc  
Fee  
\$8.50

also known as street and number

with all its appurtenances and warrant(s) the title against all persons claiming under (me) (us).

Signed and Delivered this 8 day of June, 19 90



First National Bank of Canon City

by [Signature]  
President  
A. N. Stringari, President

STATE OF COLORADO.

County of Fremont } ss.

The foregoing instrument was acknowledged before me in the County of  
Fremont, State of Colorado, this 8th day of

June, 19 90 by First National Bank of Canon City by A. N. STRINGARI,  
PRESIDENT

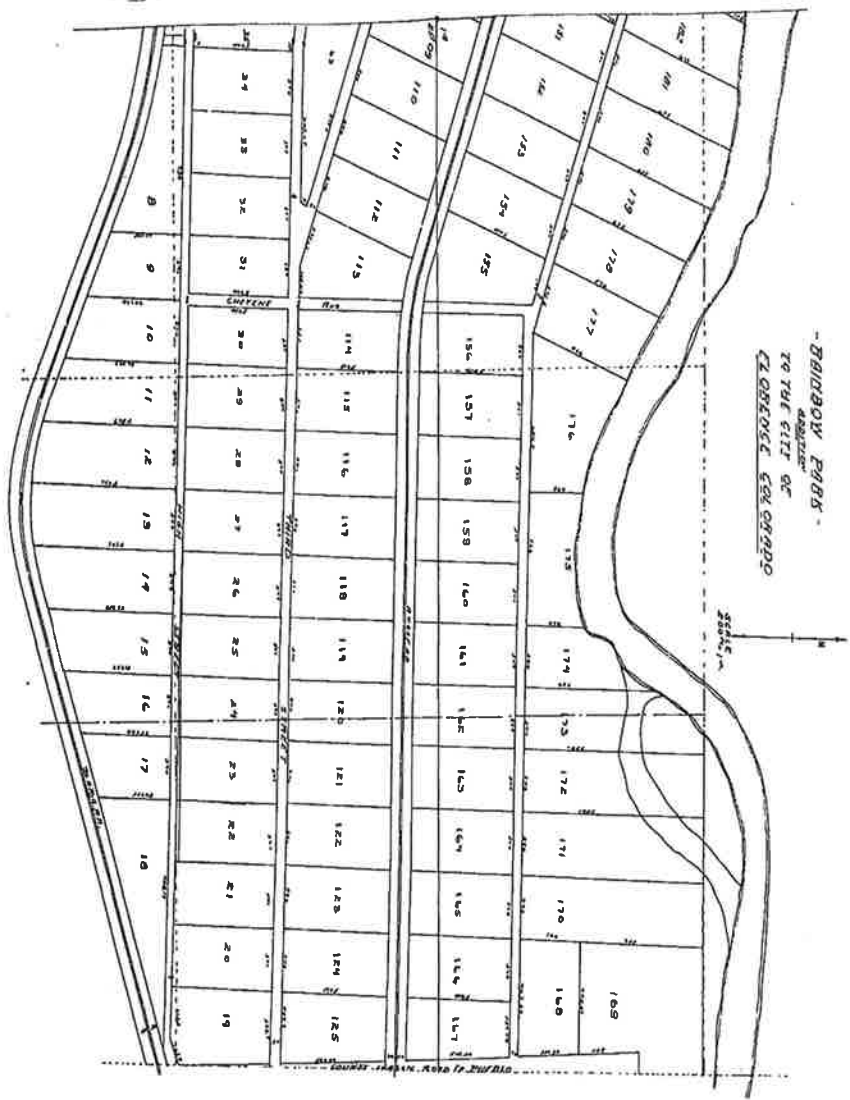
My commission expires November 25, 19 92. Witness my hand and official seal.



Diane Mowers  
Notary Public  
531  
700 Main St., Canon City, Colorado 81212  
Address

mb





**STATEMENT OF AUTHORITY  
(38-30-172, C.R.S.)**

1. This Statement of Authority relates to an entity named Rainbow Park Dairy Inc., a Colorado Corporation

And is executed on behalf of the entity pursuant to the provisions of  
Section 38-30-172 C.R.S.

2. The type of entity is a Corporation

3. The mailing address for the entity is:

c/o William McConnell 1500 Park Ave, Canon City CO 81212

4. The entity is formed under the laws of Colorado

5. The name of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

William C. McConnell, President

JoElyn J. McConnell, Secretary

6. The authority of the foregoing person(s) to bind the entity is  Not limited OR  Limited as follows:

7. Other matters concerning the manner in which the entity deals with interest in real property:

Rainbow Park Dairy Inc., a Colorado Corporation

By [Signature]  
Rainbow Park Dairy Inc., a Colorado Corporation  
by: William C. McConnell, President

[Signature]  
by: JoElyn J. McConnell, Secretary

State of Colorado  
County of Fremont

The foregoing instrument was acknowledged before me this 2 day of May, 2022 by William C. McConnell as President and JoElyn J. McConnell as Secretary of Rainbow Park Dairy Inc., a Colorado Corporation.

Notary Public: [Signature]

My Commission Expires: 11/08/23

DENISE HIBBERT  
Notary Public  
State of Colorado  
Notary ID # 20074026432  
My Commission Expires 07-14-2023

Lot Name: exist5  
 Lot Area (Square Feet): 170222.65  
 Lot Area (Acres): 3.91  
 Closing Direction: N90°00'00"E  
 Closing Distance: 0.0000

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	1200537.6566	3123300.0240	S05°01'49"W	524.50
	1200015.1767	3123254.0347	S85°04'23"E	492.00
	1199972.9211	3123744.2168	N05°01'49"E	324.50
	1200296.1713	3123772.6696	N85°04'23"W	330.25
	1200324.5349	3123443.6399	N05°01'49"E	21.10
	1200345.5537	3123445.4900	N85°04'23"W	121.75
	1200356.0102	3123324.1899	N05°01'49"E	178.90
	1200534.2212	3123339.8762	N85°04'23"W	40.00
End	1200537.6566	3123300.0240		
Error of Closure	1 : 0			

Lot Name: exista  
 Lot Area (Square Feet): 43631.00  
 Lot Area (Acres): 1.00  
 Closing Direction: N90°00'00"E  
 Closing Distance: 0.0000

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	1200534.2212	3123339.8762	S85°04'23"E	231.00
	1200514.3817	3123570.0227	S05°01'49"W	200.00
	1200315.1520	3123552.4862	N85°04'23"W	109.25
	1200324.5349	3123443.6399	N05°01'49"E	21.10
	1200345.5537	3123445.4900	N85°04'23"W	121.75
	1200356.0102	3123324.1899	N05°01'49"E	178.90
End	1200534.2212	3123339.8762		
Error of Closure	1 : 0			

Lot Name: proposed 1a  
 Lot Owner: none  
 Lot Area (Square Feet): 167653.73  
 Lot Area (Acres): 3.85  
 Closing Direction: N90°00'00"E  
 Closing Distance: 0.0000

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	1200537.6566	3123300.0240	S05°01'49"W	524.50
	1200015.1767	3123254.0347	S85°04'23"E	492.00
	1199972.9211	3123744.2168	N05°01'49"E	324.50
	1200296.1713	3123772.6696	N85°04'23"W	452.00
	1200334.9915	3123322.3398	N05°01'49"E	200.00
	1200534.2212	3123339.8762	N85°04'23"W	40.00
End	1200537.6566	3123300.0240		
Error of Closure	1 : 0			

Lot Name: proposed 2a  
 Lot Area (Square Feet): 46199.92  
 Lot Area (Acres): 1.06  
 Closing Direction: N90°00'00"E  
 Closing Distance: 0.0000

Course Data:(Mapcheck Through Radius Points Method)

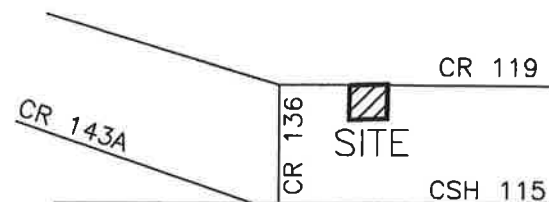
Point	Northing	Easting	Direction	Distance
Begin	1200534.2212	3123339.8762	S05°01'49"W	200.00
	1200334.9915	3123322.3398	S85°04'23"E	231.00
	1200315.1520	3123552.4862	N05°01'49"E	200.00
	1200514.3817	3123570.0227	N85°04'23"W	231.00
End	1200534.2212	3123339.8762		
Error of Closure	1 : 0			



# MCCONNELL LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF LOT A, MCCONNELL INTERIOR LOT LINE VACATION  
AND LOT 5, MOUNTAIN VIEW ACRES

LOCATED WITHIN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
FREMONT COUNTY, COLORADO



VICINITY MAP N.T.S.

## REGISTERED LAND SURVEYOR'S CERTIFICATE

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

MATTHEW J. KOCH L.S. No. 37907 DATE \_\_\_\_\_

## ACKNOWLEDGMENT AND ACCEPTANCE OF PLAT

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

\_\_\_\_\_  
Chairman, Fremont County Board of County Commissioners

## EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the plat, with the sole responsibility for maintenance being vested with the adjacent property owners except as otherwise noted, all interior lot lines are subject to a five (5) foot utility easement on both sides of lot lines. Exterior subdivision boundary not fronting public ways is subject to a ten (10) foot utility easement.

## COUNTY CLERK AND RECORDERS STATEMENT

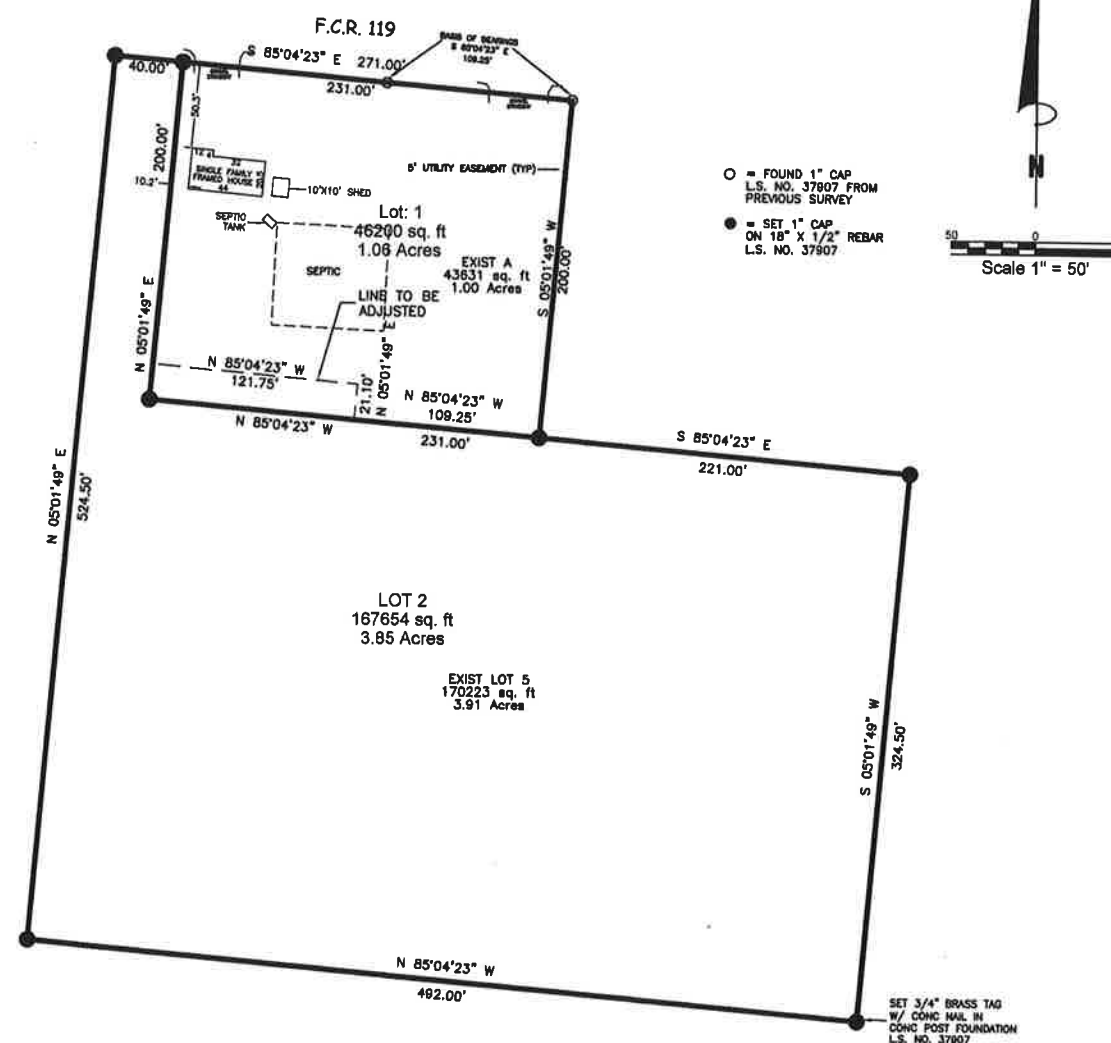
STATE OF COLORADO  
COUNTY OF FREMONT

This plat was filed for record in the office of the County Clerk and Recorder of Fremont County, Colorado, at \_\_\_\_\_, Mo, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D. under reception number \_\_\_\_\_.

\_\_\_\_\_  
Fremont County Clerk & Recorder

## NOTES:

- 1.) BEARINGS ARE BASED UPON THE NORTH LINE OF LOT A, BEING S 87°39'26" E, ASSUMED PER GPS OBSERVATION, BETWEEN THE FOUND 1" CAPS L.S. NO. 37907 AS SHOWN HEREON.
- 2.) LEGAL DESCRIPTION PROVIDED BY CLIENT IN TITLE COMMITMENT NO. 330-F15671-24 PREPARED BY FIDELITY NATIONAL TITLE. ONLY RESEARCH TO DEVELOP THE LEGAL BOUNDARIES WAS CONDUCTED BY CORNERSTONE LAND SURVEYING. IMPROVEMENTS SHOWN AT CLIENTS REQUEST. NO RESEARCH WAS CONDUCTED IN TO EASEMENTS, CLAIMS OR LIENS BY CORNERSTONE LAND SURVEYING.
- 3.) ALL DIMENSIONS SHOWN IN U.S. SURVEY FEET.
- 4.) PROPERTY LIES WITHIN FLOOD HAZARD ZONE AE PER FEMA FLOOD MAO NO. 08043C0664F, EFFECTIVE DATE 1/6/2012.



KNOW ALL MEN BY THESE PRESENTS that

RAINBOW PARK DAIRY INC. is the owner of the following described land:

TO WIT

LOT A, MCCONNELL INTERIOR LOT LINE VACATION AND LOT 5, MOUNTAIN VIEW ACRES

FREMONT COUNTY  
STATE OF COLORADO

CONTAINING 4.91 ACRES MORE OR LESS

## DEDICATION

That RAINBOW PARK DAIRY LLC being the owner of the above described lands being platted and/or subdivided in Fremont County, Colorado, under the name of MCCONNELL LOT LINE ADJUSTMENT, have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon. The sole right to assign use or vacate is vested with the Board of County Commissioners.

In witness whereof, WILLIAM MCCONNELL, Director, has subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

By \_\_\_\_\_  
William McConnell - Director

## NOTARY STATEMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by William McConnell.

My commission expires \_\_\_\_\_  
My address is \_\_\_\_\_  
Witness my hand and official seal \_\_\_\_\_  
Notary Public

NOTICE:  
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATION CONTAINED HEREON.

CORNERSTONE  
LAND SURVEYING, L.L.C.  
1022 PHAY AVE.  
CANON CITY, COLORADO 81212  
719-275-8881