



**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    XXXX Vacation of Interior Lot  
Line and/or Easements

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

1. Please provide the name, mailing address, telephone number and e-mail address for each property owner of each property involved in the LLA/BLA/VILL application:
- a. Name: Timothy L. Osborn and Deborah A. Osborn  
Mailing Address: 222 G STREET, PENROSE, CO 81240  
Telephone Number: 719-648-3803 Facsimile Number: \_\_\_\_\_  
Email Address: FRANKS5@Q.COM
- b. Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
- c. Consulting Firm Name: CROWN POINT LAND SERVICES  
Mailing Address: P.O. BOX 749, CANON CITY, CO 81215  
Telephone Number: 719-275-5005 Facsimile Number: \_\_\_\_\_  
Email Address: CROWN.LAND@OUTLOOK.COM
2. The proposed plat title is OSBORN LOT LINE VACATION
3. The total number of properties involved prior to this application are 2
4. The total number of lots as a result of this application are 1
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

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

8. A submittal fee of \$ 600.00 is attached to this application (Check # 0121 ☐ 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 Deborah A. Osborn Date 6-25-25  
b. Property "b" Owner Signature [Signature] Date \_\_\_\_\_

**Required Attachments:**

- XXXX Application XXXX Current Deeds XXXX Application Fee XXXX
- XXXX Title Commitment (dated within 30 days of submittal)
- XXXX 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)
- XXXX Plat (LLA / VILL) Deeds (BLA)
- XXXX Plat/Map w/ Improvements or Improvement statement
- XXXX Utility / Easement Notifications (certified mail receipts)
- XXXX Closure sheets for each lot
- XXXX Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

669812 10/23/1997 12:15P B1300 P132 432  
1 of 1 R 6.00 D 7.65 N 0.00 FREMONT COUNTY, CO

## WARRANTY DEED

THIS DEED, Made this 1st day of October, 1997, between  
WILLIAM J. TONACCHIO

of the said County of \_\_\_\_\_ and State of NEW MEXICO, grantor, and  
DEBORAH A. OSBORN AND TIMOTHY L. OSBORN

whose legal address is 222 G STREET  
PENROSE, CO 81240

of the said County of FREMONT and State of COLORADO, grantee:

WITNESS, that the grantor, for and in consideration of the sum of Ten dollars and other good and valuable consideration DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the said County of FREMONT and State of Colorado described as follows:

LOT 7, BLOCK 1, REZILING OF MOUNTAIN VIEW RANCHETTES, FREMONT COUNTY, COLORADO

also known by street and number as: 222 G STREET, PENROSE, CO 81240

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except 1997 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

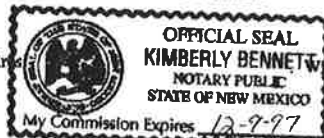
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

*Margareth Tonacchio as atty in fact for William J. Tonacchio*  
WILLIAM J. TONACCHIO BY MARGARETH TONACCHIO AS ATTORNEY IN FACT

State of New Mexico )  
County of Bernalillo ) ss.

The foregoing instrument was acknowledged before me this 9th day of October, 1997,  
by MARGARETH TONACCHIO AS ATTORNEY IN FACT FOR WILLIAM J. TONACCHIO

My commission expires  
12-9-97



Witness my hand and official seal.

*Kimberly Bennett*  
Notary Public

WARRANTY DEED

THIS DEED, made this 12th day of July, 2024, between

Levi McDowell and Aura Ann McDowell

of County of Fremont, State of Colorado, grantor, and

Timothy L. Osborn and Deborah A. Osborn, in Joint Tenancy

whose legal address is 222 G Street, Penrose CO 81240, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100 (13,800.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado described as follows:

Lot 8, Block 1, Refilling of Mountain View Ranchettes, County of Fremont, State of Colorado

as known by street and number as: Parcel #69079299, Penrose, CO 81240



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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

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

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

  
Levi McDowell  
  
Aura Ann McDowell

STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 12th day of July, 2024, by Levi McDowell and Aura Ann McDowell.

  
Notary's Official Signature

My Commission Expires:

DONNA PRATT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20074041917  
MY COMMISSION EXPIRES NOVEMBER 8, 2027

**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:	06/10/2025
File No:	5881COR
Property Address	222 G. Street, Penrose, CO 81240
Buyer\Borrower	Informational Commitment
Seller	Timothy L. Osborn and Deborah A. Osborn

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

<b>Escrow Officer:</b> <b>Becky Wallen</b> <b>Core Title Group LLC</b> <b>831 Royal Gorge Blvd Suite 325</b> <b>Canon City, CO 81212</b> Phone: <b>719-602-8640</b>	<b>Corey Canterbury</b> <b>Core Title Group LLC</b> <b>831 Royal Gorge Blvd Suite 325</b> <b>Canon City, CO 81212</b> Phone: <b>719-602-8640</b>
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E-Mail: **bwallen@coretitlegroupllc.com**  
Processor: Not Applicable  
E-Mail:

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Copies Sent to:

<b>Buyer:</b> <b>Informational Commitment</b>	<b>Seller:</b> <b>Timothy L. Osborn and Deborah A. Osborn</b> <b>222 G. Street</b> <b>Penrose, CO 81240</b>
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<b>Buyer's Agent:</b>	<b>Seller's Agent:</b>
<b>Buyer's Attorney:</b>	<b>Seller's Attorney:</b>
<b>Lender:</b>	<b>Mortgage Broker:</b>

<b>Phone: Fax:</b>	<b>Phone: Fax:</b>
<b>Attn:</b>	<b>Attn:</b>
<b>Email:</b>	<b>Email:</b>

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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY



Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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. Sahwatch Street, Suite 212  
Colorado Springs, CO 80903  
Phone: 719-219-8500

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



*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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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: **5881COR**  
Amendment No: **5881OR**

SCHEDULE A

1. Commitment Date: **June 2, 2025**, at **7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Informational Commitment**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<i>To Be Determined. Search Fee End</i>	\$	<b>350.00</b>
Total:	\$	<b>350.00</b>

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:  
**Timothy L. Osborn and Deborah A. Osborn**

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

**LOT 7, BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES, COUNTY OF FREMONT, STATE OF COLORADO.**

**PARCEL B:**

**LOT 8, BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES, COUNTY OF FREMONT, STATE OF COLORADO.**

For Informational Purposes Only:  
**222 G. Street, Penrose, CO 81240**  
**vacant land, ,**

APN: **69004640 / R022566 et. al**

Countersigned  
Core Title Group LLC

By: 

**C. Canterbury**

*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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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 oil, coal and gases in, upon or under said property, together with the right to remove the same without disturbing the surface as reserved in deeds recorded April 11, 1925 in [Reception No. 144606](#) and February 20, 1969 in [Reception No. 376585](#).
10. Rights of way for any and all irrigating ditches and laterals as reserved in in deeds recorded April 11, 1925 in [Book 194 at Page 468](#) at [Reception No. 144606](#) and February 20, 1969 in [Book 510 at Page 25](#) at [Reception No. 376585](#).
11. All matters as shown on the plat of said subdivision at [Reception No. 381423](#).

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded October 23, 1997 in [Book 1300 at Page 132](#) (as to Parcel A)

Deed recorded July 15, 2024 as [Reception No. 1037988](#) (as to Parcel B)

Deed of Trust from Timothy L. Osborn and Deborah A. Osborn, for the use of Farmers Acceptance, LLC, to secure

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File No: **5881COR**

\$227,374.00 dated November 30, 2022 recorded November 30, 2022 at Reception No. 1022665. (as to Parcel B)

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.

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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.**

79 Filed for record this 20th day of Feb. 1969 at 3:45 P. M. 1.78  
Reception 376585 Book 510 Page 25 Thelma H. Miller, Rec  
Carmen E. Martinez, Dep

# BEAVER PARK COMPANY WARRANTY DEED

**This Deed.** Made this 18th day of February in the year of our Lord one thousand nine hundred and Sixty-nine between Beaver Park Company, a corporation duly organized, existing and doing business under and by virtue of the laws of the State of Colorado, party of the first part, and M. C. YARBROUGH and PEARL V. YARBROUGH, Not in tenancy in Common, but in Joint Tenancy, the Survivor of them, their assigns and the heirs and assigns of such Survivor forever

of the County of Fremont and State of Colorado, parties of the second part:  
Witnesseth, That the said party of the first part for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations

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, and subject to the exceptions, reservations and conditions hereinafter contained, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever all the following described lots or parcels of land situate, lying and being in the County of Fremont and State of Colorado, to-wit:

Tract No. 63-64 in Section No. 29 Township No. 18 South, Range No. 68 West of the 6th D. M.

according to Plat No. Q29 (1) of its lands duly filed by THE BEAVER LAND AND IRRIGATION COMPANY in the office of the County Clerk and Recorder of Fremont County, Colorado, on November 2, 1907, containing Twenty acres more or less, excepting and reserving from this grant all rights of way for any and all irrigating ditches and laterals, and for any and all County roads heretofore established over, upon and across the premises above described, and any and all roads established and set apart by and upon said plat filed as aforesaid; and excepting and reserving all oil, coal and gases in, upon or under said property, together with the right to remove the same.

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 party 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, their heirs and assigns forever. And the said BEAVER PARK COMPANY, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the executing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form 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 except the 1969 Fremont County, Colorado, taxes and subsequent taxes.

and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

In Witness Whereof, The said party of the first part has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

ATTEST: *[Signature]* SECRETARY, By *[Signature]* BEAVER PARK COMPANY, PRESIDENT.

## STATE OF COLORADO

County of El Paso ss. Before me, Notary Public in and for said County, in the State aforesaid, personally appeared R. T. Tutt, President and H. T. O'GARA, Secretary of Beaver Park Company, personally known to me to be such officers and the persons whose names are subscribed to the within deed and acknowledged that they and each of them signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of Beaver Park Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of February A.D. 1969  
My commission expires February 1, 1971

*[Signature]*  
Notary



WARRANTY DEED—The Beaver Park Land and Water Co.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

## WARRANTY DEED

FROM  
The Beaver Park Land and Water  
CompanyTO  
*H. A. Todd*  
*Princeton, Colo.*STATE OF COLORADO,  
County of Fremont.I hereby certify that this Deed was filed for  
record on the *11* day of  
*April* A. D. 19*25*  
at *11:31* o'clock *A.M.*By *R. M. Booth*  
Notary Public  
My Comm. Expires *Dec. 1, 1925*

## The Beaver Park Land and Water Company Warranty Deed.

This Deed, Made this *6th* day of *April*  
in the year of our Lord one thousand nine hundred and *Twenty-five* between  
The Beaver Park Land and Water Company, a corporation duly organized, existing and doing  
business under and by virtue of the laws of the State of Colorado, party of the first part, and  
*H. A. Todd*of the County of *Princeton* and State of Colorado, part *1* of the second part:Witnesseth, That the said party of the first part for and in consideration of the sum of  
*One Dollar and other good and valuable consideration* DOLLARS,  
to the said party of the first part in hand paid by the said part *1* of the second part, the receipt  
whereof is hereby confessed and acknowledged, and subject to the exceptions, reservations and conditions  
hereinafter contained, has granted, bargained, sold and conveyed and by these presents does grant,  
bargain, sell, convey and confirm unto the said part *1* of the second part *his* heirs and assigns forever, all the following described  
lots or parcels of land situate, lying and being in the County of Fremont and State of Colorado, to-wit:Tract No. *33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50* in Section No. *Twenty-nine (29)* Township No. *Eighteen (18)* South,  
Range No. *Eighty-eight* West of the 6th P.M.according to Plat No. *One* of its lands duly filed by THE BEAVER LAND AND IRRIGATION CO. in the office of the County Clerk and Recorder  
of Fremont County, Colorado, on the *2nd day of November, 1924*, containing *Sixty* acres,  
more or less, excepting and reserving from this grant all rights of way for any and all irrigating ditches and laterals, and for any and all County roads  
heretofore established over, upon and across the premises above described, and any and all roads established and set apart by and upon said plat  
filed as aforesaid; and excepting and reserving all oil, coal and gases in, upon or under said property, together with the right to remove the same without  
disturbing the surface of the above described land.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  
party 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 part *1* of the second part,  
*his* heirs and assigns forever. And the said The Beaver Park Land and Water Company, party of the first part, for itself, its successors  
and assigns, does covenant, grant, bargain and agree to and with the said part *1* of the second part, *his* heirs and assigns, that at  
the time of the executing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and inde-  
fensible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same,  
in manner and form 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.

J. R. S. 502

and the above bargained premises, in the quiet and peaceable possession of the said part *1* of the second part, *his* heirs and assigns,  
against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will  
Warrant and Forever Defend.In Witness Whereof, The said party of the first part has caused these presents to be executed in its corporate name by its officers thereunto  
duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

THE BEAVER PARK LAND AND WATER COMPANY,

By *Chas. L. Todd*

PRESIDENT.

ATTENT: *R. J. Montgomery*

SECRETARY.

Corporate Seal  
STATE OF COLORADO,County of *El Paso*,  
in the State aforesaid, personally appeared  
and *R. J. Montgomery*Before me, *Merton W. Bogart*

President,

personally known to me to be such officers and the persons whose names are subscribed to the within deed and acknowl-  
edged that they and each of them signed, sealed and delivered the said instrument of writing as their free and voluntary  
act and as the free and voluntary act of The Beaver Park Land and Water Company for the uses and purposes therein  
set forth.Given under my hand and *notarial* seal this *7th* day of  
*April* A. D. 19*25*My commission expires *Dec. 1, 1925**Merton W. Bogart*  
Notary Public

notarial seal.

**PENROSE, COLORADO**

[illegible]

10/24/68, CHICAGO, HOTEL ACCT, FOR USE OF THE PRES. THE  
AS CONDUCTED HEREIN, THIS  
DATE OF  
10/24/68

[illegible]

REC: 100  
RECEPTION NO.: 281433  
Yellow 14 yellow  
CIVIL RIGHTS

**CANYON ENGINEERING:**  
CANYON CITY—CONCRETE



**DEED OF TRUST**  
(Due on Transfer - Strict)

THIS DEED OF TRUST is made this 30th day of November, 2022 between Levi McDowell and Aura Ann McDowell (Borrower), and the Public Trustee of the County in which the Property (See paragraph 1) is situated (Trustee); for the benefit of Farmers Acceptance, LLC (Lender) whose address is: PO Box 643, Canon City, CO 81215

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property located in the County of Fremont, State of Colorado:

**Lots 8 & 9, Refiling of Mountain View Ranchettes, County of Fremont, State of Colorado**

Also known as: TBD Sherrill Drive, Penrose CO 81240

Together with all its appurtenances (Property).

2. **Note:** Obligation Secured. This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by Borrower's note (Note) dated November 30, 2022 in the principal sum of Two Hundred Twenty Seven Thousand Three Hundred Seventy-Four and 00/100 Dollars (\$227,374.00), with interest paid on the unpaid principal balance from November 30, 2022, at the rate of 8.5% per annum, with principal and interest payable at PO Box 643, Canon City, CO 81215 or such other place as Note Holder may designate and payable in one payment of all principal and interest accrued on or before August 30, 2023.

Borrower is to pay to Lender a late charge of Five percent (5%) of any payment not received by the Lender within 15 days after payment is due; Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of records or in existence, and recorded declarations, reservations and covenants, if any, as if this date. Borrower acknowledges that no title insurance will be provided.

4. **Payment of Principal.** Borrower shall promptly pay when due the principal amount evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this Paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured

by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the right of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

**8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

**9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under paragraph 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to: (a) any general or special taxes or ditch or water assessments levied or accruing against said property; (b) the premiums on any insurance necessary to protect any improvements comprising a part of such property; (c) sums due on any prior lien or encumbrance on such property; (d) if the property is a leasehold or is subject to a lease, all sums due under such lease; (e) the reasonable costs and expenses of defending, protecting, and maintaining such property and Lender's interest in such property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase, (f) all other costs and expenses allowable by the evidence of debt or this deed of trust, and (g) such other costs and expenses which may be authorized by a court of competent jurisdiction. Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

**10. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**11. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

**12. Borrower not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original borrower nor Borrower's successors in interest.

**13. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable

(Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigned to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice-notice being hereby expressly waived.

Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

**22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

**23. N/A Escrow Funds for Taxes and Insurance.** This paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to N/A of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus N/A of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of the Borrower and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments

and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this deed of trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws. Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:



(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.

(c) Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estoppel therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

**25. Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

BORROWER:

  
Levi McDowell  
  
Aura Ann McDowell

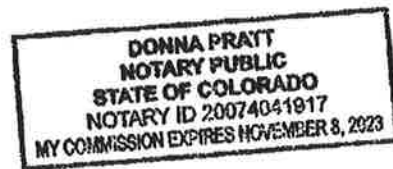
STATE OF COLORADO

COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 30th day of November, 2022 by Levi McDowell and Aura Ann McDowell.

Witness my hand and official seal.

My commission expires: 11/08/2023



[Signature]  
Notary Public

**The Beaver Park Land and Water  
Company**

70  
F. A. Todd  
Pomona, Ca.

STATE OF COLORADO,  
County of Fremont.

I hereby certify that this Deed was filed for  
record on the 11

April. A. D. 1025.

at 11:31 a'clock, 4. M.  
R m B. l

By Isabel P. Mil **RECORDED.**

1/25 Detroit.

**This Deed**, Made this 6th day of April in the year of our Lord one thousand nine hundred and Twenty-four between **The Beaver Park Land and Water Company**, a corporation duly organized, existing and doing business under and by virtue of the laws of the State of Colorado, party of the first part, and Beaver Park

of the County of Prescott and State of Colorado, part... of the second part:

Witnesseth, That the said party of the first part for and in consideration of the sum of

One Dollar and other good and valuable consideration DOLLARS,

whereof is hereby confessed and acknowledged, and subject to the exceptions, reservations and conditions

hereinafter contained, has granted, bargained, sold and conveyed and by these presents does grant, to said part of the second part *Lie*...

ing in the County of Fremont and State of Colorado, to-wit:

4-9, 50.....in Section No. Twenty nine (29) Township No. Eighteen (18) South,  
P.M.

according to Plat No. One of its lands duly filed by THE BEAVER LAND AND IRRIGATION CO. in the office of the County Clerk and Recorder of Fremont County, Colorado, on the 2nd day of November, 1907, containing Sixty acres, more or less, excepting and reserving from this grant all rights of way for any and all irrigating ditches and laterals, and for any and all County roads heretofore established over, upon and across the premises above described, and any and all roads established and set apart by and upon said plat filed as aforesaid; and excepting and reserving all oil, coal and gases in, upon or under said property, together with the right to remove the same without disturbing the surface of the above described land.

To Have and to Hold The said premises above bargained and sold, together with the hereditaments and appurtenances, unto the said party 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 part of of the second part, his heirs and assigns forever. And the said The Denver Park Land and Water Company, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said part of of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form 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.

J. R. S. 502

and the above bargained premises, in the quiet and peaceable possession of the said part... of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal to be herunto affixed the day and year first above written.

THE BEAVER PARK LAND AND WATER COMPANY.

By..... Chas. L. Felt

## PRESIDENT

ATTEST: R. J. Montgomery

**SECRETARY**

STATE OF COLORADO.

County of El Paso } ss

and... R. J. Moutgomerie...

Before me, Merton W. Bogart

in and for said County,  
 \_\_\_\_\_ President.

personally known to me to be such officers and the persons whose names are subscribed to the within deed and acknowledged that they and each of them signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of The Beaver Park Land and Water Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of April A.D. 1955

My commission expires Dec. 10, 1925

Merton W. Bosart

Notary Public

notarial seal.



669812 10/23/1997 12:15P B1300 P132 432  
1 of 1 R 6.00 D 7.65 N 0.00 FREMONT COUNTY, CO

## WARRANTY DEED

THIS DEED, Made this 1st day of October, 1997, between  
WILLIAM J. TONACCHIO

STATE DOCUMENTARY FEE  
Date OCT 23 1997  
Amount \$ 7.65

of the said County of and State of NEW MEXICO, grantor, and  
DEBORAH A. OSBORN AND TIMOTHY L. OSBORN

DECLARATION ATTACHED

whose legal address is 222 G STREET  
PENROSE, CO 81240

of the said County of FREMONT and State of COLORADO, grantee:

WITNESS, that the grantor, for and in consideration of the sum of Ten dollars and other good and valuable consideration DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the said County of FREMONT and State of Colorado described as follows:

LOT 7, BLOCK 1, REFILEING OF MOUNTAIN VIEW RANCHETTES, FREMONT COUNTY, COLORADO

also known by street and number as: 222 G STREET, PENROSE, CO 81240

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except 1997 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

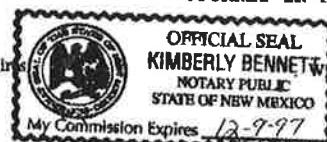
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

*Margareth Tonnacchio as atty in fact for William J. Tonnacchio*  
WILLIAM J. TONACCHIO BY MARGARETH TONACCHIO AS ATTORNEY IN FACT

State of New Mexico )  
County of Bernatillo ) ss.

The foregoing instrument was acknowledged before me this 9th day of October, 1997,  
by MARGARETH TONACCHIO AS ATTORNEY IN FACT FOR WILLIAM J. TONACCHIO

My commission expires  
12-9-97



Witness my hand and official seal.

*Kimberly Bennett*  
Notary Public



79 Filed for record this 20th day of Feb. 1969 at 3:45 P. M. 1.78  
Reception 376585 Book 510 Page 25 Thelma H. Miller, Rec  
Carmen E. Martinez, Dep

BEAVER PARK COMPANY WARRANTY DEED

This Deed, Made this 18th day of February in the year of our Lord one thousand nine hundred and Sixty-nine between Beaver Park Company, a corporation duly organized, existing and doing business under and by virtue of the laws of the State of Colorado, party of the first part, and M. C. YARBROUGH and PEARL V. YARBROUGH, Not in tenancy in Common, but in Joint Tenancy, the Survivor of them, their assigns and the heirs and assigns of such Survivor forever

of the County of Fremont and State of Colorado, parties of the second part:  
Witnesseth, That the said party of the first part for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations

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, and subject to the exceptions, reservations and conditions hereinafter contained, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part their heirs and assigns forever all the following described lots or parcels of land situate, lying and being in the County of Fremont and State of Colorado, to-wit:

Tract No. 63-64 in Section No. 29  
Township No. 18 South, Range No. 68 West of the 6th P. M.

according to Plat No. One (1) of its lands duly filed by THE BEAVER LAND AND IRRIGATION COMPANY in the office of the County Clerk and Recorder of Fremont County, Colorado, on November 2, 1907, containing Twenty acres more or less, excepting and reserving from this grant all rights of way for any and all irrigating ditches and laterals, and for any and all County roads heretofore established over, upon and across the premises above described, and any and all roads established and set apart by and upon said plat filed as aforesaid; and excepting and reserving all oil, coal and gases in, upon or under said property, together with the right to remove the same.

Together With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party 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, their heirs and assigns forever. And the said BEAVER PARK COMPANY, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the executing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form 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 the 1969 Fremont County, Colorado, taxes and subsequent taxes

STATE DOCUMENTARY FEE  
Date 3/20-1969  
Amount \$ 50

and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

In Witness Whereof, The said party of the first part has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

Attest: *[Signature]* By *[Signature]*  
SECRETARY. PRESIDENT.

STATE OF COLORADO

County of EL PASO ss. Before me, Notary Public in and for said County, in the State aforesaid, personally appeared R. T. Tutt President and H. T. OXGREN Secretary of Beaver Park Company, personally known to me to be such officers and the persons whose names are subscribed to the within deed and acknowledged that they and each of them signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of Beaver Park Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of February A.D. 1969  
My commission expires February 1, 1971

*[Signature]*  
Notary

WARRANTY DEED

THIS DEED, made this 12th day of July, 2024, between

Levi McDowell and Aura Ann McDowell

of County of Fremont, State of Colorado, grantor, and

Timothy L. Osborn and Deborah A. Osborn, in Joint Tenancy

whose legal address is 222 G Street, Penrose CO 81240, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100 (13,800.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado described as follows:

Lot 8, Block 1, Refilling of Mountain View Ranchettes, County of Fremont, State of Colorado

as known by street and number as: Parcel #69079299, Penrose, CO 81240


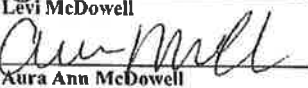
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

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

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

  
Levi McDowell  
  
Aura Ann McDowell

STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 12th day of July, 2024, by Levi McDowell and Aura Ann McDowell.

  
Notary's Official Signature

My Commission Expires:

DONNA PRATT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20074041917  
MY COMMISSION EXPIRES NOVEMBER 8, 2027

**Atmos Energy Corporation**  
120 S. 6th St.  
Cañon City, CO 81212

**Black Hills Energy**  
3110 Utility Ln.  
Cañon City, CO 81212

**CenturyLink**  
141 E. Enterprise Dr.  
Pueblo, CO 81007

**Penrose Water District**  
340 Grant St.  
Penrose, CO 81240

**Beaver Park Water, Inc.**  
PO Box 286  
Penrose, CO 81240

**Charter Communications**  
402 Main St.  
Cañon City, CO 81212

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

TO: Atmos Energy Corporation, 120 S. 6th St., Cañon City, CO 81212

FROM: Timothy L. Osborn and Deborah A. Osborn  
Name of Subject Property Owner / Applicant

DATE: JUNE 12, 2025

Reference: OSBORN LOT LINE VACATION  
Project Name

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

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

The subject property, as referenced above is located at 222 G STREET, PENROSE, CO 81240  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as:  
LOT 7, & LOT 8 BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES

☒ Check here if legal description is attached as Exhibit B.

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

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

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

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

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, 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: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing

Address: \_\_\_\_\_  
Street Address City State Zip

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

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

☐ Yes --- ☐ No Please explain. \_\_\_\_\_

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

Signature of Authorized Entity Representative \_\_\_\_\_ Date \_\_\_\_\_

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

TO: Black Hills Energy, 3110 Utility Ln., Cañon City, CO 81212

FROM: Timothy L. Osborn and Deborah A. Osborn  
Name of Subject Property Owner / Applicant

DATE: JUNE 12, 2025

Reference: OSBORN LOT LINE VACATION  
Project Name

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

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

The subject property, as referenced above is located at 222 G STREET, PENROSE, CO 81240  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as:  
LOT 7, & LOT 8 BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES

☒ Check here if legal description is attached as Exhibit B.

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

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

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

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

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, 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: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
Street Address City State Zip

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

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

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

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\_\_\_\_\_

Signature of Authorized Entity Representative \_\_\_\_\_ Date \_\_\_\_\_

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

TO: CenturyLink, 141 E. Enterprise Dr, Pueblo, CO 81007

FROM: Timothy L. Osborn and Deborah A. Osborn  
Name of Subject Property Owner / Applicant

DATE: JUNE 12, 2025

Reference: OSBORN LOT LINE VACATION  
Project Name

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

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

The subject property, as referenced above is located at 222 G STREET, PENROSE, CO 81240  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as:  
LOT 7, & LOT 8 BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES

☒ 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.

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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: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
Street Address City State Zip

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

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

☐ Yes --- ☐ No Please explain. \_\_\_\_\_

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

Signature of Authorized Entity Representative \_\_\_\_\_ Date \_\_\_\_\_

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

TO: PENROSE WATER DISTRICT, 340 GRANT STREET, PENROSE, CO 81240

FROM: Timothy L. Osborn and Deborah A. Osborn  
Name of Subject Property Owner / Applicant

DATE: JUNE 12, 2025

Reference: OSBORN LOT LINE VACATION  
Project Name

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

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

The subject property, as referenced above is located at 222 G STREET, PENROSE, CO 81240  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as:  
LOT 7, & LOT 8 BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES

☒ Check here if legal description is attached as Exhibit B.

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

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

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

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

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, 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  
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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.

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Entity Name: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
Street Address City State Zip

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

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

☐ Yes --- ☐ No Please explain. \_\_\_\_\_

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

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Signature of Authorized Entity Representative \_\_\_\_\_ Date \_\_\_\_\_

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

TO: Beaver Park Water, Inc., PO Box 286, Penrose, CO 81240

FROM: Timothy L. Osborn and Deborah A. Osborn  
Name of Subject Property Owner / Applicant

DATE: JUNE 12, 2025

Reference: OSBORN LOT LINE VACATION  
Project Name

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

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

The subject property, as referenced above is located at 222 G STREET, PENROSE, CO 81240  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as:  
LOT 7, & LOT 8 BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES

☒ 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.

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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:

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Entity Name: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
Street Address City State Zip

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

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

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

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\_\_\_\_\_

Signature of Authorized Entity Representative \_\_\_\_\_ Date \_\_\_\_\_

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

TO: Charter Communications, 402 Main St., Cañon City, CO 81212

FROM: Timothy L. Osborn and Deborah A. Osborn  
Name of Subject Property Owner / Applicant

DATE: JUNE 12, 2025

Reference: OSBORN LOT LINE VACATION  
Project Name

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

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

The subject property, as referenced above is located at 222 G STREET, PENROSE, CO 81240  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as:  
LOT 7, & LOT 8 BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES

☒ Check here if legal description is attached as Exhibit B.

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

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

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, 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: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing

Address: \_\_\_\_\_  
Street Address City State Zip

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

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

☐ Yes --- ☐ No Please explain. \_\_\_\_\_

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

Signature of Authorized Entity Representative \_\_\_\_\_ Date \_\_\_\_\_

# Parcel Map Check Report

**Client:**  
**Osborn**  
222 G STREET  
PENROSE, CO 81240  
Date: 06/11/2025 3:36:21 PM

**Prepared by:**  
GEORGE R. HALL  
CROWN POINT LAND SERVICES  
P.O. BOX 749, CANON CITY, CO 81215

Parcel Name: NEW - LOT 1

Segment# 1: Line  
Course: S89° 44' 16"E  
Length: 239.87'

Segment# 2: Line  
Course: S28° 39' 54"W  
Length: 123.01'

Segment# 3: Line  
Course: S28° 39' 54"W  
Length: 52.39'

Segment# 4: Curve  
Length: 54.35'  
Radius: 50.00'  
Delta: 62.2799 (d)  
Tangent: 30.21'  
Chord: 51.71'  
Course: S87° 36' 54"W  
Course In: S28° 45' 18"W  
Course Out: N33° 31' 30"W

Segment# 5: Curve  
Length: 69.25'  
Radius: 50.00'  
Delta: 79.3582 (d)  
Tangent: 41.48'  
Chord: 63.85'  
Course: S16° 47' 46"W  
Course In: S33° 31' 30"E  
Course Out: S67° 07' 01"W

Segment# 6: Line  
Course: S66° 58' 31"W  
Length: 119.02'

Segment# 7: Line  
Course: N0° 14' 04"W  
Length: 265.00'

Segment# 8: Line  
Course: S89° 36' 13"E  
Length: 25.01'

Perimeter: 947.89'  
Area: 43,810.98Sq.Ft.

Error Closure: 0.0050  
Course: S15° 37' 04"W

Precision 1: 189,580.00



Parcel Name: ORIGINAL - L7 B1

Segment# 1: Line	
Course: S89° 36' 13"E	Length: 25.01'
Segment# 2: Line	
Course: S33° 30' 44"E	Length: 188.48'
Segment# 3: Curve	
Length: 69.25'	Radius: 50.00'
Delta: 79.3582 (d)	Tangent: 41.48'
Chord: 63.85'	Course: S16° 47' 46"W
Course In: S33° 31' 30"E	Course Out: S67° 07' 01"W
Segment# 4: Line	
Course: S66° 58' 31"W	Length: 119.02'
Segment# 5: Line	
Course: N0° 14' 04"W	Length: 265.00'
Perimeter: 666.76'	Area: 21,387.63Sq.Ft.
Error Closure: 0.0010	Course: S43° 25' 11"W
Precision 1: 666,760.00	

---

Parcel Name: ORIGINAL - L8 B1

Segment# 1: Line	
Course: S89° 44' 16"E	Length: 239.87'
Segment# 2: Line	
Course: S28° 39' 54"W	Length: 123.01'
Segment# 3: Line	
Course: S28° 39' 54"W	Length: 52.39'
Segment# 4: Curve	
Length: 54.35'	Radius: 50.00'
Delta: 62.2799 (d)	Tangent: 30.21'
Chord: 51.71'	Course: S87° 36' 54"W
Course In: S28° 45' 18"W	Course Out: N33° 31' 30"W
Segment# 5: Line	
Course: N33° 30' 44"W	Length: 188.48'
Perimeter: 658.09'	Area: 22,423.35Sq.Ft.
Error Closure: 0.0041	Course: S8° 48' 02"W
Error North : -0.00405	East: -0.00063
Precision 1: 160,512.20	



**FREMONT COUNTY'S  
COLORADO DIVISION OF WATER RESOURCES  
INFORMATION FORM FOR  
SPECIAL USE, ZONING, AND OTHER LAND USE ACTIONS**

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR Information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

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 8 would be marked - Exhibit CDWR-8.1, the fifth attached document supporting the narrative provided for application item 8 would be marked - Exhibit CDWR-8.5*). Exhibit numbers should be placed in the lower right hand area of the exhibit.

1. Name of proposed project: OSBORN LOT LINE VACATION
2. Provide a map of proposed improvements with an identified location that includes a quarter-quarter, section, township, range and principle meridian (PLSS).
3. Legal description of subject property:  
LOT 7, & LOT 8 BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES,
4. What is the size of the existing parcel? 0.49AC AND 0.51AC ☒ Acres --- ☐ Square feet
5. What are the proposed uses of the subject property?  
☒ Residential Only  
☐ Commercial  
☐ Commercial and Residential
6. What are the current uses of water on this parcel?
  - a. Are there any established uses that require water? ☒ Yes --- ☐ No
  - b. Number of existing homes: 1

If one or more, date this use was established: 1973

- c. Home lawn / garden irrigation: ☐ Yes --- ☒ No

If yes, amount: \_\_\_\_\_ ☐ Acres --- ☐ Square feet

Date this use was established: \_\_\_\_\_

- d. Livestock watering: ☐ Yes --- ☒ No

If yes, commercial or non-commercial livestock? *(Circle one)*

If yes, date this use was established: \_\_\_\_\_

- e. Other uses: \_\_\_\_\_

Dates established: \_\_\_\_\_

7. What will be the proposed uses of water for this parcel?

- a. Number of proposed homes (including the home above if it will remain): RESIDENTIAL

- b. Lawn / garden watering, amount: N/A ☐ Acres --- ☐ Square feet

- c. Livestock watering: ☐ Yes --- ☒ No

If yes, commercial or non-commercial livestock? *(Circle one)*

- d. Number of Employees per day: N/A Number of days open per year: \_\_\_\_\_

- e. Number of Customers per day: N/A Number of days open per year: \_\_\_\_\_

- f. Bed / Breakfast Customers per day: N/A Number of days open per year: \_\_\_\_\_

- g. Describe other water needs: \_\_\_\_\_

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

8. Source of water for the uses described above: *(If more than one source is utilized for parcel, describe which sources will supply which proposed uses)*

PENROSE WATER DISTRICT

- a. Is Municipal water available to parcel: ☐ Yes --- ☒ No

- b. Is water available to parcel from an independent water district? ☒ Yes --- ☐ No

- c. Are the uses described above proposed to be provided water by a municipality?

☐ Yes -- ☐ No

Name of provider: \_\_\_\_\_

d. Is water hauled: ☐ Yes --- ☒ No

e. Is there an existing permitted well?: ☐ Yes --- ☒ No

If yes, permit number: \_\_\_\_\_

f. Is there a Substitute Water Supply Plan? *(Substitute water supply plans provide water users a mechanism to replace out-of-priority depletions on an interim basis.)*

☐ Yes --- ☒ No

If yes, name of plan: \_\_\_\_\_

g. Is there an unregistered well? ☐ Yes --- ☒ No

h. Is there a Surface Spring? ☐ Yes --- ☒ No

If yes, Court Adjudication Number and Spring Name: \_\_\_\_\_

9. What is the Waste Water Method?

☐ Municipal

☒ Septic with Leach Field

☐ Closed Vault, Waste Water hauled to: \_\_\_\_\_

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

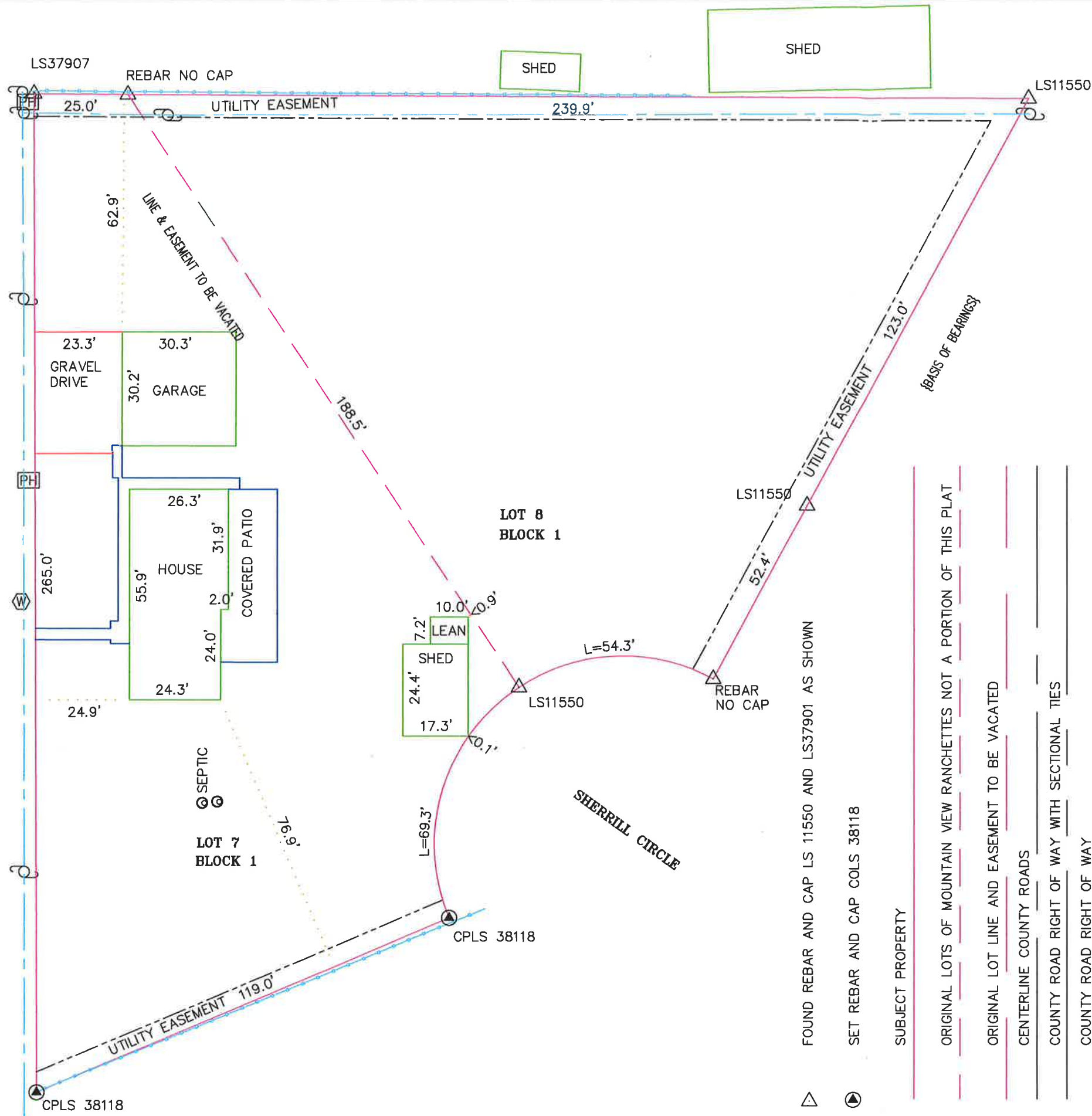
Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and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

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

Deborah A. Osborn, Deborah A. Osborn, 6-25-25  
Applicant Printed Name Signature Date

Tim Pego, Tim Pego, 6-25-25  
Property Owner Printed Name Signature Date  
(If different from applicant)

G STREET



△ FOUND REBAR AND CAP LS 11550 AND LS37901 AS SHOWN

● SET REBAR AND CAP COLS 38118

SUBJECT PROPERTY

ORIGINAL LOTS OF MOUNTAIN VIEW RANCHETTES NOT A PORTION OF THIS PLAT

ORIGINAL LOT LINE AND EASEMENT TO BE VACATED

CENTERLINE COUNTY ROADS

COUNTY ROAD RIGHT OF WAY WITH SECTIONAL TIES

COUNTY ROAD RIGHT OF WAY

BUILDINGS

GRAVEL DRIVEWAY

CEMENT WALK & COVERED PATIO

FENCE LINE

OVERHEAD POWER LINE

PHONE PEDESTAL

WATER METER

SEPTIC

ORIGINAL LOT 7, BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES  
21387.63 sqft OR 0.491 ACRES

ORIGINAL LOT 8, BLOCK 1, REFILING OF MOUNTAIN VIEW RANCHETTES  
22423.35 sqft OR 0.515 ACRES

NEW COMBINED LOT 1, OSBORN LOT LINE VACATION  
43810.98 sqft OR 1.01 ACRES

## OSBORN LOT LINE VACATION

OSBORN, DEBORAH A & TIMOTHY L

Client:

5881COR

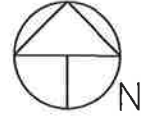
Title Commitment No.:

2025144Gst222\_VII

File name:

COUNTY P&Z

Ordered by:



Scale 1" = 30'

Crown Point  
Land Services

"Land Survey Plat" as defined in the Colorado Revised Statutes

"means a plat which shows the information developed by a monumented

land survey, including any conflicting boundary evidence, which plat

is suitable for recording pursuant to Section 38-51-102."

719-275-5005 PHONE 391 Arrowhead Dr., Florissant, CO 80816



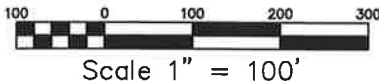
# OSBORN LOT LINE VACATION

A VACATION AND RE-PLAT OF  
LOTS 7 AND 8, BLOCK 1, RE-PLATING OF MOUNTAIN VIEW RANCHETTES,  
IN THE SE1/4SE1/4 SECTION 29, TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6th P.M.,  
FREMONT COUNTY, COLORADO

Fremont County

JUN 25 2025

Planning & Zoning



CALCULATED LOCATION  
PER THE RECORDED PLAT  
RECEPTION NO. 381423



SECTION CORNER (CALCULATED POSITION PER RECORDED  
PLAT RECEPTION NO. 381423)

△ FOUND REBAR AND CAP LS 11550 AND LS37901 AS SHOWN

⊙ SET REBAR AND CAP COLS 38118

SUBJECT PROPERTY

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ORIGINAL LOT LINE AND EASEMENT TO BE VACATED

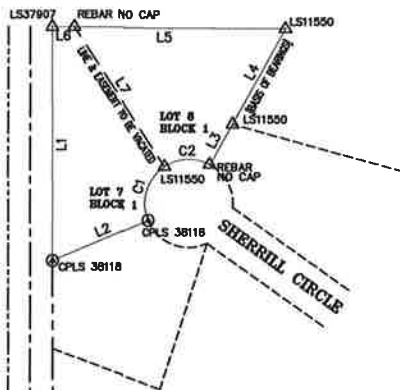
CENTERLINE COUNTY ROADS

COUNTY ROAD RIGHT OF WAY WITH SECTIONAL TIES

COUNTY ROAD RIGHT OF WAY



VICINITY MAP  
N.T.S.



Parcel Line Table

Line #	Length	Direction
L7	188.48	S33° 30' 44"E
L1	265.00	S0° 14' 04"E
L2	119.02	N66° 58' 31"E
L3	52.39	N28° 39' 54"E
L4	123.01	N28° 39' 54"E
L5	239.87	N88° 44' 16"W
L6	25.01	N88° 38' 13"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	69.25	50.00	79°21'30"	N16° 47' 46"E	63.85
C2	54.35	50.00	82°16'48"	N87° 38' 54"E	51.71

ORIGINAL LOT 7, BLOCK 1, RE-PLATING OF MOUNTAIN VIEW RANCHETTES  
21887.08 sqft OR 0.491 ACRES

ORIGINAL LOT 8, BLOCK 1, RE-PLATING OF MOUNTAIN VIEW RANCHETTES  
22489.56 sqft OR 0.515 ACRES

NEW COMBINED LOT 1, OSBORN LOT LINE VACATION  
43810.98 sqft OR 1.01 ACRES

N89° 40' 12"E  
1307.50'

THIRD STREET



## EASEMENT STATEMENT

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

## COUNTY CLERK AND RECORDS STATEMENT

STATE OF COLORADO  
COUNTY OF FREMONT

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE THE COUNTY CLERK AND RECORDER  
OF FREMONT COUNTY, AT \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_, A.D., UNDER RECEPTION NUMBER \_\_\_\_\_

FREMONT COUNTY CLERK & RECORDER

OWNER: OSBORN

FILENAME: 202514401222\_VLL  
DATE: 06/11/2025

Client:

OSBORN DEBORAH A & TIMOTHY L  
222 Q ST  
PENROSE, CO 81240-9218  
FRANKSSM@GMAIL.COM

### NOTICE

Notice to Colorado law you must complete any legal action based on any defect in this survey within 180 days of the date of recording of this plat. If you fail to do so, you will be deemed to have accepted the survey as correct and you will be liable for the costs of any litigation. This notice is not a warranty of the accuracy of the survey. The survey is based on the best of my knowledge and belief. I further certify that any portion(s) of this property which do lie within the designated flood hazard area as shown on the F.E.M.A. F.I.R.M. MAPS ARE ACCURATELY SHOWN HEREON.

LEGAL NOTICE

Under 2008, U.S. Survey Act - 1.07 - 18 inches

## Crown Point Land Services

718-278-5008 Office  
P.O. Box 746  
Canon City, CO 81215-0746

391 Arrowhead Drive  
Fountain, CO 80818  
crown.land@outlook.com

### NOTES

This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we relied upon Title Commitment No. 588100R prepared by Core Title Group LLC, dated 06/10/2025.

### BASIS OF BEARINGS:

Bearings are based on G.P.S. observation on the EAST line of LOT 8 BLOCK 1 as being N 28°30'54" E. BOTH corners being REBAR AND CAPS LS 11550.

KNOW ALL MEN BY THESE PRESENTS THAT  
TIMOTHY L. OSBORN AND DEBORAH A. OSBORN

ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND:

TO WIT

PARCEL A:

LOT 7, BLOCK 1, RE-PLATING OF MOUNTAIN VIEW RANCHETTES,  
COUNTY OF FREMONT, STATE OF COLORADO.

PARCEL B:

LOT 8, BLOCK 1, RE-PLATING OF MOUNTAIN VIEW RANCHETTES,  
COUNTY OF FREMONT, STATE OF COLORADO.

CONTAINING 43810.98 SQFT OR 1.01 ACRES.

## DEDICATION WE

TIMOTHY L. OSBORN AND DEBORAH A. OSBORN

BEING THE OWNERS OF THE ABOVE DESCRIBED LAND BEING PLATTED AND/OR  
SUBDIVIDED IN FREMONT COUNTY, COLORADO, UNDER THE NAME OF  
OSBORN LOT LINE VACATION

HAVE Laid out, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT  
AND DO HEREBY DEDICATE TO THE PUBLIC AT LARGE THE STREETS, ALLEYS, ROADS AND  
OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY DEDICATE THOSE PORTIONS OF  
THE 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

TIMOTHY L. OSBORN AND DEBORAH A. OSBORN

HAS SUBSCRIBED THEIR NAMES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
BY

TIMOTHY L. OSBORN DEBORAH A. OSBORN

## NOTARY STATEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY

TIMOTHY L. OSBORN AND DEBORAH A. OSBORN

MY COMMISSION EXPIRES \_\_\_\_\_

MY ADDRESS IS \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL \_\_\_\_\_

NOTARY PUBLIC

## ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

THIS IS CERTIFY THAT THE PLAT IS APPROVED AND ACCEPTED AS PER REVIEW BY  
THE PLANNING DIRECTOR, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

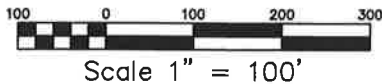
CHAIRMAN, FREMONT COUNTY BOARD OF COMMISSIONERS

## REGISTERED LAND SURVEYORS CERTIFICATE

I, GEORGE R. HALL, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO  
DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION  
IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT  
THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACT OF LAND AND THE  
SUBDIVISION THEREOF, TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER  
CERTIFY THAT ANY PORTION(S) OF THIS PROPERTY WHICH DO LIE WITHIN THE DESIGNATED  
FLOOD HAZARD AREA AS SHOWN ON THE F.E.M.A. F.I.R.M. MAPS ARE ACCURATELY  
SHOWN HEREON.

GEORGE R. HALL, LICENSE #38116

DATE



CALCULATED LOCATION  
PER THE RECORDED PLAT  
RECEPTION NO. 381423



SECTION CORNER (CALCULATED POSITION PER RECORDED  
PLAT RECEPTION NO. 381423)

△ FOUND REBAR AND CAP LS 11550 AND LS37901 AS SHOWN

⊙ SET REBAR AND CAP COLS 38116

SUBJECT PROPERTY

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ORIGINAL LOT LINE AND EASEMENT TO BE VACATED

CENTERLINE COUNTY ROADS

COUNTY ROAD RIGHT OF WAY WITH SECTIONAL TIES

COUNTY ROAD RIGHT OF WAY



VICINITY MAP  
N.T.S.

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FREMONT COUNTY, COLORADO

Fremont County

JUN 25 2025

Planning & Zoning

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IN WITNESS WHEREOF

TIMOTHY L. OSBORN AND DEBORAH A. OSBORN

HAS SUBSCRIBED THEIR NAMES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
BY

TIMOTHY L. OSBORN DEBORAH A. OSBORN

NOTARY STATEMENT

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MY ADDRESS IS \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL \_\_\_\_\_  
NOTARY PUBLIC

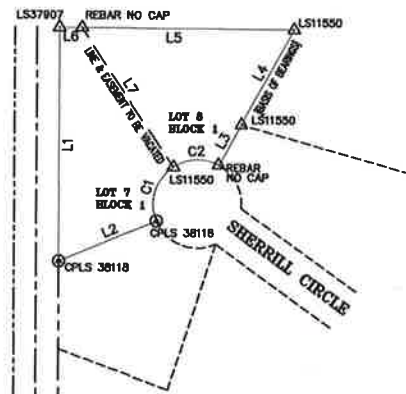
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CHAIRMAN, FREMONT COUNTY BOARD OF COMMISSIONERS

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THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACT OF LAND AND THE  
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SHOWN HEREON.



Parcel Line Table

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C1	66.25	50.00	79°21'30"	N16° 47' 46"E	63.85
C2	54.35	50.00	82°16'48"	N87° 38' 54"E	51.71

ORIGINAL LOT 7, BLOCK 1, RE-PLATTING OF MOUNTAIN VIEW RANCHETTES  
21897.83 sqft OR 0.491 ACRES

ORIGINAL LOT 8, BLOCK 1, RE-PLATTING OF MOUNTAIN VIEW RANCHETTES  
22413.36 sqft OR 0.515 ACRES

NEW COMBINED LOT 1, OSBORN LOT LINE VACATION  
43810.98 sqft OR 1.01 ACRES

EASEMENT STATEMENT

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

COUNTY CLERK AND RECORDS 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, AT \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_, A.D., UNDER RECEPTION NUMBER \_\_\_\_\_

FREMONT COUNTY CLERK & RECORDER

CROWN PT. L.S.

FILENAME: 202514401222\_VLL  
DATE: 06/11/2025

Client:  
OSBORN DEBORAH A & TIMOTHY L  
222 G ST  
PENROSE, CO 81240-9216  
FRANKS@CCL.COM

NOTICE  
I, GEORGE R. HALL, a Licensed Land Surveyor in the State of Colorado, do hereby certify that this plat has been prepared under my direction in accordance with the Colorado Revised Statutes, as amended, and that this plat does accurately show the described tract of land and the subdivision thereof, to the best of my knowledge and belief. I further certify that any portion(s) of this property which do lie within the designated flood hazard area as shown on the F.E.M.A. F.I.R.M. maps are accurately shown hereon.  
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