

AUG 6 2025

Planning & Zoning



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

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

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

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

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

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

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

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

Please mark which application you are applying for:

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

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

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

a. Name: School District RE-1 ATTN: Scott Morton

Mailing Address: 101 14th St, Cañon City, CO 81212

Telephone Number: 719.276.5812 Facsimile Number: _____

Email Address: scott.morton@canoncityschoools.org

b. Name: _____

Mailing Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

c. Consulting Firm Name: 3 Rocks Engineering

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

Telephone Number: 719.430.5333 Facsimile Number: _____

Email Address: stewartm@3rocksengineering.com

2. The proposed plat title is McKinley Interior Lot Line Vacation

3. The total number of properties involved prior to this application are 8

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 \$ _____ is attached to this application (Check # _____ ☐ cash)

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

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

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

a. Property "a" Owner Signature  Date 7/17/25

b. Property "b" Owner Signature _____ Date _____

Required Attachments:

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

July 1st, 2025

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

Re: Exhibit VILL RA 2 - McKinley Elementary School Vacation of Interior Lot Lines

Dan Victoria,

We request a waiver from the requirement to submit a title commitment and all exceptions for the McKinley Elementary School Vacation of Interior Lot Lines Application due to the public nature of this project.

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

Thank you,

Stewart L. Mapes, Jr., PLS
Survey Team Leader
719-430-5333
stewartm@3rocksengineering.com
3 Rocks Engineering & Surveying

July 1st, 2025

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

Re: Exhibit VILL RA 3 - McKinley Elementary School Vacation of Interior Lot Lines

Dan Victoria,

We request a waiver from the requirement to notify utility companies and entities with rights of record easements for the proposed vacation of the interior lot lines of the McKinley Elementary School lot as the utility usage of the lot(s) will not change, nor will any adjacent properties be affected by the vacation of the interior lot lines.

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

Thank you,

Stewart L. Mapes, Jr., PLS
Survey Team Leader
719-430-5333
stewartm@3rocksengineering.com
3 Rocks Engineering & Surveying

July 1st, 2025

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

Re: Exhibit VILL RA 1 - McKinley Elementary School Vacation of Recorded Public Right-of-Way

Dan Victoria,

We request a waiver from the requirement to submit an application fee for the McKinley Elementary School Vacation of Interior Lot Lines Application due to the public nature of this project.

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

Thank you,

Stewart L. Mapes, Jr., PLS
Survey Team Leader
719-430-5333
stewartm@3rocksenengineering.com
3 Rocks Engineering & Surveying



SCHEDULE A

Title Report No.: 330-F00156-24, Amendment No. #1

1. **Effective Date:** August 6, 2025 at 12:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:
 Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:
 School District Fremont RE-1
4. The land referred to in this Title Report is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
 (for informational purposes only) 1240 Mckinley St, Canon City, CO 81212-4450

EXHIBIT "A"

Legal Description

Parcel 1

A portion of Lot 19, Macon's Subdivision more particularly described as follows:

Beginning at a point where the South right-of-way line of the Lincoln Park Crooked Ditch Company's Ditch as now located intersects the North line of Lot 28, Macon's Subdivision, a part of Section 3, Township 19 South, Range 70 West of the 6th P.M.; thence West, along the North line of said Lot 28, 103 feet to the Northwest corner of said Lot 28; thence North 130.84 feet to a point on the South line of the right-of-way line of the Lincoln Park Crooked Ditch Company's ditch as now located; thence Southeasterly 175 feet, more or less, along the South line of the right-of-way line of the Lincoln Park Crooked Ditch Company's ditch as now located, to the point of beginning.

Parcel 2

That part of Lot 20 as lies South of the centerline of the Lincoln Park Crooked Ditch Company's Ditch, as now located across said Lot 20, such being one-half of said Lot 20, more or less, and all of Lots 26 and 27, in Macon's Subdivision of part of the North 1/2 Northwest 1/4, and the Northwest 1/4 Northeast 1/4 of Section 3, Township 19 South, Range 70 West of the 6th P.M.

Parcel 3

A strip of land of the uniform width of 111.75 feet off the South side of Lots 21 and 22, Macon's Subdivision, a part of the North 1/2 of the Northwest 1/4 of Section 3, Township 19 South, Range 70 West of the 6th P.M., EXCEPT that portion lying within McKinley Avenue,

Parcel 4

The North 185.5 feet of Lot 22, MACON'S SUBDIVISION, EXCEPT the West 15 feet for a road as shown in instrument recorded August 11, 1894 in Book 60, page 122. and EXCEPT that portion lying within McKinley Avenue,

Parcel 5

Lot 25, MACON'S SUBDIVISION, EXCEPT that portion lying within McKinley Avenue,

Parcel 6

Beginning at the Southwest corner of Lot 28, Macon's Subdivision, a part of Section 3, Township 19 South, Range 70 West of the 6th P.M.; thence East along the South line of Lots 28 and 29 in said subdivision, a distance of 142 feet; thence North and parallel to the East line of Lot 28, to a point which intersects the South line of the right-of-way of the Lincoln Park Crooked Ditch Company's ditch as now located; thence Northwesterly, along the said South right-of-way line, to a point where the said South right-of-way line intersects the North line of said Lot 28; thence West, along the North line of said Lot 28, 103 feet, more or less, to the Northwest corner of said Lot 28; thence South, along the West line of said Lot 28, 297.25 feet, to the point of beginning,

County of Fremont
State of Colorado

SCHEDULE B Exceptions

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

Recording Date: October 8, 1890

Recording No: [Book of Plats Page 149](#)

2. Right of way for Lincoln Park Ditch Company evidenced by document recorded June 17, 1895 in [Book 60 Page 487](#) and Right of way for the Lincoln Park Crooked Ditch Company and Lincoln Park Pump Ditch evidenced by document recorded January 2, 1946, Reception No. [239063](#); Rule and Order recorded August 8, 1950, Reception No. [267336](#); Deed recorded January 27, 1967 in [Book 486, Page 466](#) and Deed recorded October 14, 1969 in [Book 517, Page 331](#).
3. A lease with certain terms, covenants, conditions and provisions set forth therein.
Dated: June 23, 2009
Lessor: School District Fremont RE-1
Lessee: Positive Energy Colorado 1, LLC, a Colorado limited liability company, as successor in interest to Solar Energy Initiatives, Inc., a Delaware corporation
Recording Date: August 8, 2016
Recording No: [942063](#)
4. A deed of trust to secure an indebtedness in the amount shown below,
Amount: \$13,990,214.00
Dated: August 1, 2016
Trustor/Grantor: Positive Energy Colorado 1, LLC, a Colorado limited liability company
Trustee: Fremont
Beneficiary: Wilmington Trust, National Association
Loan No.: unknown
Recording Date: August 8, 2016
Recording No.: [942064](#)
5. Amended and Restated Memorandum of Lease recorded February 10, 2022, Reception No. [1012599](#).
6. Site Lease Agreement between School District Fremont RE-1 and Bank of the San Juans recorded August 16, 2022, Reception No. [1019650](#).
7. Lease Purchase Agreement between Bank of the San Juans and School District Fremont RE-1 recorded August 16, 2022, Reception No. [1019651](#).
8. A financing statement as follows:

Debtor: School District Fremont RE-1
Secured Party: Pinnacle Public Finance, Inc.
Recording Date: May 24, 2023
Recording No: [1027457](#)
9. Terms and conditions of Water Service Agreement recorded October 8, 2024, Reception No. [1040318](#).
10. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by

SCHEDULE B
Exceptions
(continued)

survey, Reception No. 1047053.

Job No.: 24.004
Dated: June 3, 2025
Prepared by: Miles Small, PLS #38534
Matters shown: fence lines are not on boundary lines; overhead electric lines; improvements are laying within alley with no known record of vacation.

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. This is not a commitment to insure.

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

EXHIBIT "B"

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR

EXHIBIT "B"
(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

LIMITATIONS OF LIABILITY

(continued)

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

Owner Name(s)	Mailing Address	Assessor's Parcel Number
ANDERSON KENNETH & VELDA LIVING TRUST	1509 COLORADO AVE CANON CITY, CO 81212-4510	3941032001016
MOORE BREANNE	1508 SHERMAN AVE CANON CITY, CO 81212-4381	3941032001012
HOLSAN JOHN E JR	P O BOX 920 CANON CITY, CO 81215-0920	3941032001013
PORTER DONITA RAE	1500 SHERMAN AVE CANON CITY, CO 81212-4381	3941032001014
TIPTON PHILIP R & MOLDALEEN M LIVING TRUST	1010 GARFIELD ST CANON CITY, CO 81212-4363	3821343000024
MILES DUANE JR & TANNA	1438 SHERMAN AVE CANON CITY, CO 81212	3941032000001
TOPONCE H CULLEN & MARY A	1221 MC KINLEY ST CANON CITY, CO 81212-4449	3941032000005
CUPP HARRY ROBERT	1261 MC KINLEY ST CANON CITY, CO 81212-4449	3941032002004
VALADEZ MARTIN	1301 MCKINLEY ST CANON CITY, CO 81212-4451	3941032002005
LEWIS CHRISTOPHER	1305 MCKINLEY ST CANON CITY, CO 81212-4451	3941032004011
JONES TAMMY LYNNE	1304 MC KINLEY ST CANON CITY, CO 81212-4452	3941032005007
ROYER ANTHONY J & SHELENE FAY	1502 COLORADO AVE CANON CITY, CO 81212-4511	3941032005006
PHILLIPS STEPHEN JOHNS	1506 COLORADO AVE CANON CITY, CO 81212-4511	3941032005027
MC GAHAN JERRY L & PAMALA K	1510 COLORADO AVE CANON CITY, CO 81212-4511	3941032005025
HENDRICKSON DANIEL L	1512 COLORADO AVE CANON CITY, CO 81212-4511	3941032005023

**MCKINLEY INTERIOR LOT LINE VACATION
MCKINLEY ELEMENTARY SCHOOL
A VACATION OF INTERIOR LINES OF PARCELS 1-6,
A PORTION OF LOTS 19,20,21,22,25,26,27, & 28, MACONS SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN**

KNOWN ALL MEN BY THESE PRESENTS

THAT FREMONT COUNTY SCHOOL DISTRICT RE-1 ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND:

TO WIT:
(PER DEED, RECORDED AUGUST 19TH, 2018 AT RECEPTION NO. 842064)

PARCEL 1
A PORTION OF LOT 19, MACON'S SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF THE LINCOLN PARK CROOKED DITCH COMPANY'S DITCH AS NOW LOCATED INTERSECTS THE NORTH LINE OF LOT 28, MACON'S SUBDIVISION, A PART OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH P.M.; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 28, 103 FEET TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE NORTH 130.84 FEET TO A POINT ON THE SOUTH LINE OF THE RIGHT-OF-WAY LINE OF THE LINCOLN PARK CROOKED DITCH COMPANY'S DITCH AS NOW LOCATED; THENCE SOUTHEASTERLY 175 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF THE RIGHT-OF-WAY LINE OF THE LINCOLN PARK CROOKED DITCH COMPANY'S DITCH AS NOW LOCATED, TO THE POINT OF BEGINNING.

PARCEL 2
THAT PART OF LOT 20 AS LIES SOUTH OF THE CENTERLINE OF THE LINCOLN PARK CROOKED DITCH COMPANY'S DITCH, AS NOW LOCATED ACROSS SAID LOT 20, SUCH BEING ONE-HALF OF SAID LOT 20, MORE OR LESS, AND ALL OF LOTS 26 AND 27, IN MACON'S SUBDIVISION OF PART OF THE NORTH 1/2 NORTHWEST 1/4, AND THE NORTHWEST 1/4 NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,

PARCEL 3
A STRIP OF LAND OF THE UNIFORM WIDTH OF 111.75 FEET OFF THE SOUTH SIDE OF LOTS 21 AND 22, MACON'S SUBDIVISION, A PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH P.M., EXCEPT THAT PORTION LYING WITHIN MCKINLEY AVENUE,

PARCEL 4
THE NORTH 185.5 FEET OF LOT 22, MACON'S SUBDIVISION, EXCEPT THE WEST 15 FEET FOR A ROAD AS SHOWN IN INSTRUMENT RECORDED AUGUST 11, 1894 IN BOOK 60, PAGE 122, AND EXCEPT THAT PORTION LYING WITHIN MCKINLEY AVENUE,

PARCEL 5
LOT 25, MACON'S SUBDIVISION, EXCEPT THAT PORTION LYING WITHIN MCKINLEY AVENUE,

PARCEL 6
BEGINNING AT THE SOUTHWEST CORNER OF LOT 28, MACON'S SUBDIVISION, A PART OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH P.M.; THENCE EAST ALONG THE SOUTH LINE OF LOTS 28 AND 29 IN SAID SUBDIVISION, A DISTANCE OF 142 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF LOT 28, TO A POINT WHICH INTERSECTS THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE LINCOLN PARK CROOKED DITCH COMPANY'S DITCH AS NOW LOCATED; THENCE NORTHWESTERLY, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, TO A POINT WHERE THE SAID SOUTH RIGHT-OF-WAY LINE INTERSECTS THE NORTH LINE OF SAID LOT 28; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 28, 103 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 28, 297.25 FEET, TO THE POINT OF BEGINNING,

ALLEY VACATED BY PLAT UNDER RECEPTION NUMBER _____

COUNTY OF FREMONT
STATE OF COLORADO

DEDICATION

I, FREMONT COUNTY SCHOOL DISTRICT RE1, BEING THE OWNER OF THE ABOVE DESCRIBED LAND BEING PLATTED AND/OR SUBDIVIDED IN FREMONT COUNTY, COLORADO, UNDER THE NAME OF MCKINLEY INTERIOR LOT LINE VACATION, HAVE LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT AND DO HEREBY DEDICATE TO THE PUBLIC AT LARGE THE STREETS, ALLEYS, ROADS AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON. THE SOLE RIGHT TO ASSIGN USE OR VACATE IS VESTED WITH THE BOARD OF COUNTY COMMISSIONERS.

IN WITNESS WHEREOF FREMONT COUNTY SCHOOL DISTRICT RE-1 HAS SUBSCRIBED THEIR NAME THIS ____ DAY OF _____, A.D. 20__.

BY _____ (OWNER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20__, BY FREMONT COUNTY SCHOOL DISTRICT RE1.

MY COMMISSION EXPIRES _____

MY ADDRESS IS _____

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL) NOTARY PUBLIC

NOTARY STATEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20__, BY FREMONT COUNTY SCHOOL DISTRICT RE1.

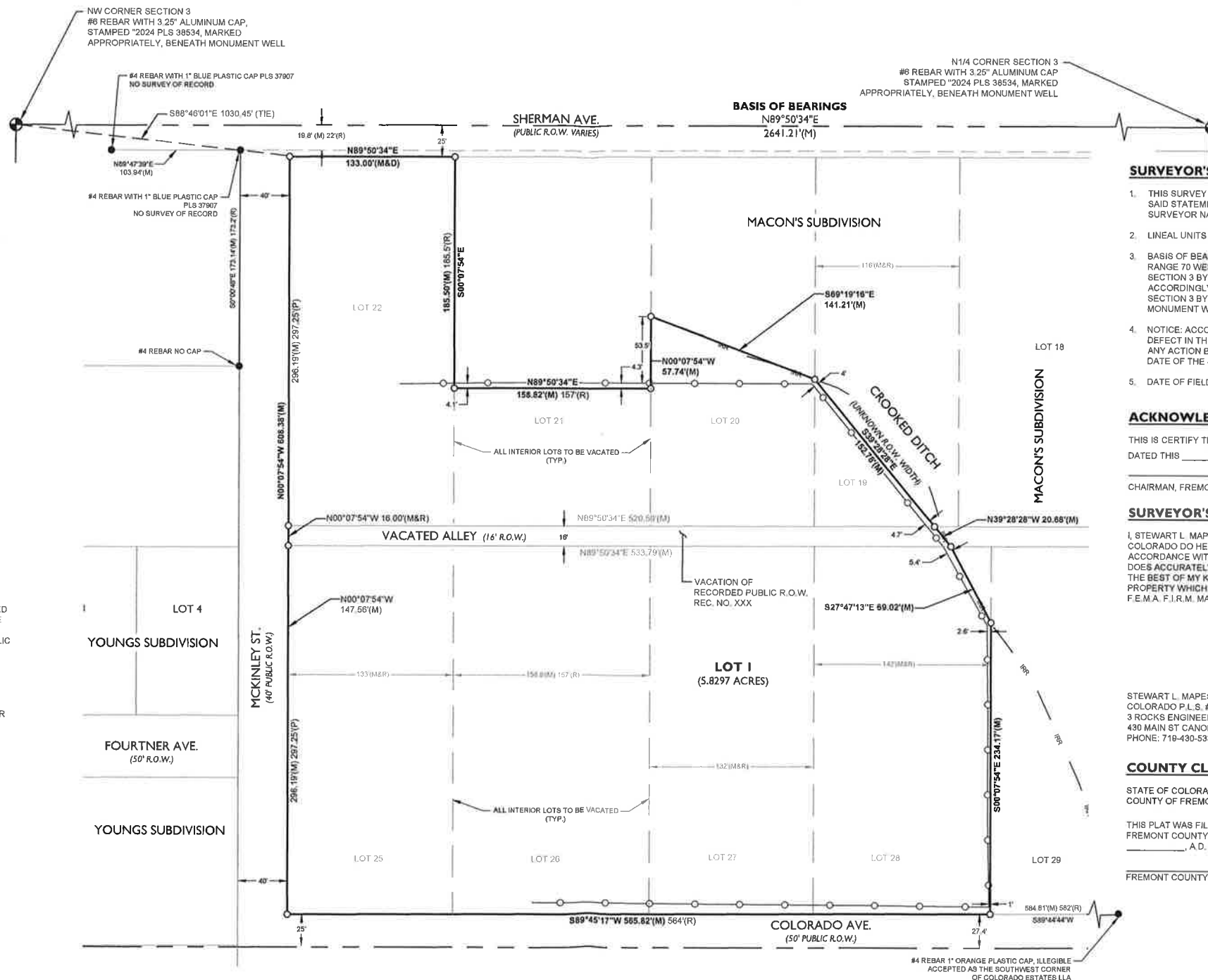
MY COMMISSION EXPIRES _____

MY ADDRESS IS _____

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL) NOTARY PUBLIC

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.



SURVEYOR'S NOTES:

- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- LINEAL UNITS USED ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHWEST CORNER OF SECTION 3 BY A FOUND NO. 8 REBAR, WITH A 3-1/4\"

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT:

THIS I8 CERTIFY THAT THE PLAT IS APPROVED AND ACCEPTED AS PER REVIEW BY THE PLANNING DIRECTOR, DATED THIS ____ DAY OF _____, 20__.

CHAIRMAN, FREMONT COUNTY BOARD OF COUNTY COMMISSIONERS

SURVEYOR'S STATEMENT:

I, STEWART L. MAPES, JR., 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.

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

COUNTY CLERK AND RECORDERS STATEMENT

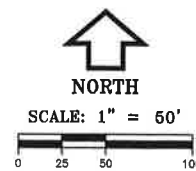
STATE OF COLORADO }
COUNTY OF FREMONT }

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

FREMONT COUNTY CLERK & RECORDER

LEGEND

- FOUND MONUMENT AS NOTED
- ⊙ FOUND ALIQUOT CORNER
- FOUND #5 REBAR AND 1.25\"



3 ROCKS
ENGINEERING
& SURVEYING
430 Main Street
Canon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET:	1 OF 1
DATE:	8/27/2025
DRAWN BY:	AB
REVIEWED BY:	SM/RP
PROJECT:	24.004.2

**MCKINLEY INTERIOR LOT LINE VACATION
MCKINLEY ELEMENTARY SCHOOL
A VACATION OF INTERIOR LINES OF PARCELS 1-6,
A PORTION OF LOTS 19,20,21,22,25,26,27, & 28, MACONS SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN**

KNOWN ALL MEN BY THESE PRESENTS

THAT FREMONT COUNTY SCHOOL DISTRICT RE-1 ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND:

TO WIT:

(PER DEED, RECORDED AUGUST 18TH, 2016 AT RECEPTION NO. 942084)

PARCEL 1
A PORTION OF LOT 19, MACON'S SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF THE LINCOLN PARK CROOKED DITCH COMPANY'S DITCH AS NOW LOCATED INTERSECTS THE NORTH LINE OF LOT 28, MACON'S SUBDIVISION, A PART OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH P.M.; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 28, 103 FEET TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE NORTH 130.84 FEET TO A POINT ON THE SOUTH LINE OF THE RIGHT-OF-WAY LINE OF THE LINCOLN PARK CROOKED DITCH COMPANY'S DITCH AS NOW LOCATED; THENCE SOUTHEASTERLY 175 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF THE RIGHT-OF-WAY LINE OF THE LINCOLN PARK CROOKED DITCH COMPANY'S DITCH AS NOW LOCATED, TO THE POINT OF BEGINNING.

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BY _____ (OWNER)

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MY COMMISSION EXPIRES _____

MY ADDRESS IS _____

WITNESS MY HAND AND OFFICIAL SEAL, _____ (SEAL)
NOTARY PUBLIC

NOTARY STATEMENT

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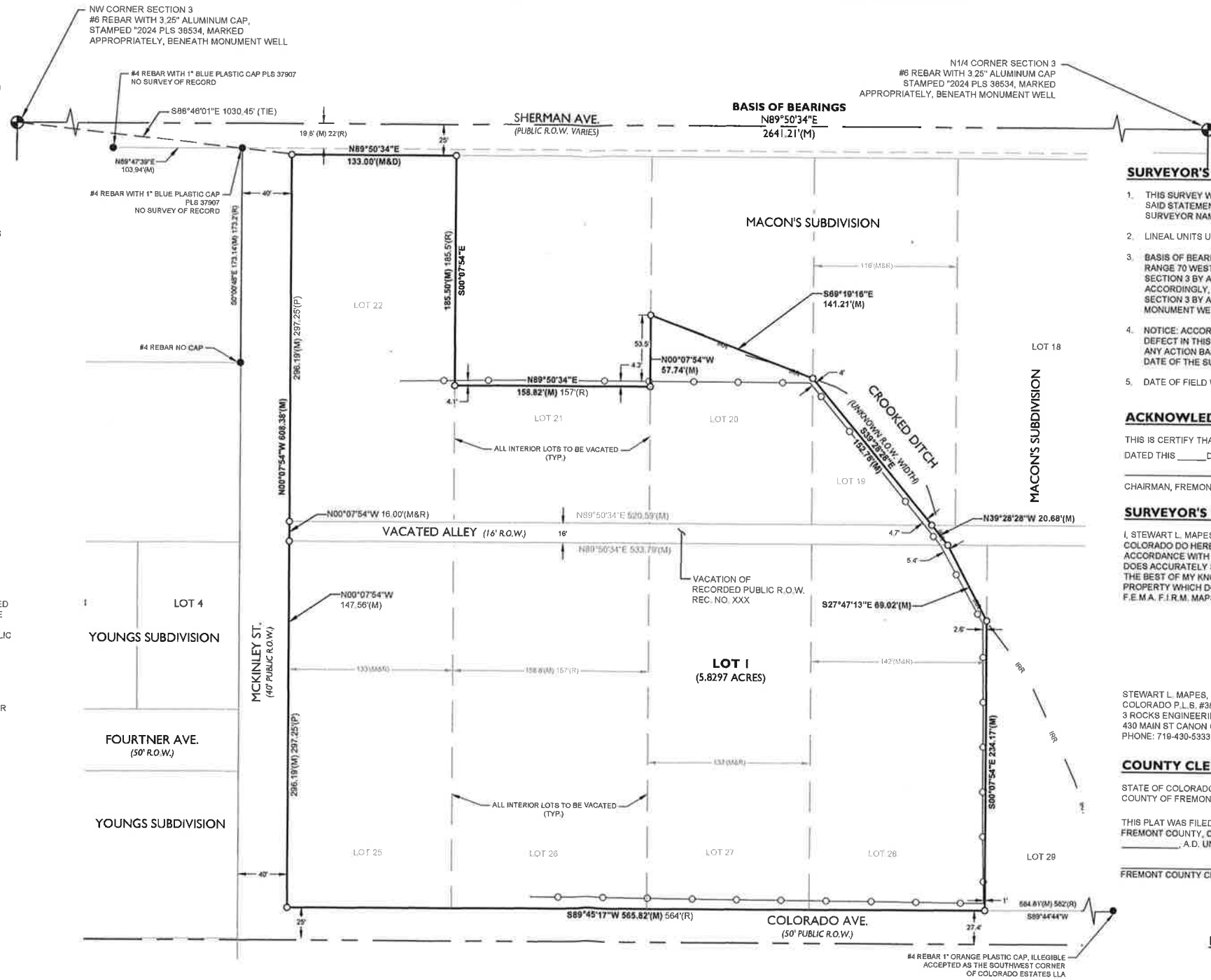
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COUNTY CLERK AND RECORDERS STATEMENT

STATE OF COLORADO)
COUNTY OF FREMONT)

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

FREMONT COUNTY CLERK & RECORDER

LEGEND

- FOUND MONUMENT AS NOTED
- ⊕ FOUND ALIQUOT CORNER
- FOUND #5 REBAR AND 1.25\"

