

ZC 23-003 VILL 23-003

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## ***Planning and Zoning Department***

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**Re: Department Deficiency and Comment Letter**  
**Case No: ZC 23-003 T-K Processing Zone Change #2 - Final Development Plan**  
**Case No: VIII 23-003 T-K Processing Vacation of Interior Lot Line**

## **Application Forms and Requirements**

1. In general, the responses to questions on the application forms are not answered and owner signatures are not provided. Please revise accordingly.

***The original application was signed and the hard copy was provided. However, we did not scan the signed pages back into the computer before emailing files to you. We will accommodate you.***

2. The application forms reference "historical processing" as the current land use. Processing or slaughterhouses are not an allowed use in the Agricultural Estates zone district. As such, the County does not have any record of historical processing on-site and is unable to rely on the statement that since it existed before, there are no impacts to adjacent properties, environmental effects, or conflicts with the objectives of the FCZR. Additionally, staff is concerned about the current code violations on the property in terms of land use compliance as there are unregistered vehicles and junk, trash, and debris on the property. Please provide detailed responses that are graphically represented on the Final Development Plan on how the following review criteria are met:

***#11- modified application***

***#14- Processing, meat locker, meat products plant is allowed in Industrial zoned district, Slaughter house 4.17.4.15 is allowed under SRU which is to be a part of this zone change as discussed.***

***#16 B checked additional land needed and furthermore; the need is great for a Slaughtering/processing plant to be established in the community with cost effective services being provided. This property is precisely set up for this type of facility even though it was not allowed; they operated the facility for several years before the county placed a cease and desist on the operation. We are planning on bringing the existing non-compliant facility into compliance with this application.***

**#21 There are no adverse effects with facility being in operation a higher order of cleanliness.**

- a. The location of the proposed use is compatible and harmonious with the surrounding neighborhood.

**#22 Industrial directly south and westerly within two properties with the county road maintenance facility within eyesight. -**

- b. The proposed use will not have a detrimental effect on property values  
**No adverse effects are anticipated.**
- c. The proposed site and use will not impair public health, welfare, prosperity, and safety by creating undesirable sanitary conditions, overburdening of utilities, or adverse environmental influences.  
**Cleanliness, health welfare and prosperity will be maintained by the facility.**
- d. The site will be served by streets and roads of sufficient capacity to carry the traffic generated by the proposed use, and the proposed use will not result in undue traffic congestion or traffic hazards.  
**Existing county roads are adequate for traffic volume.**
- e. The site is sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping, and such other provisions required by the FCZR.  
**After the interior lot line vacation site area will be sufficient.**
- f. The proposed use will not adversely affect other property in the vicinity or the general health, safety, and welfare of the inhabitants of the County and will not cause significant air, water, noise, or other pollution  
**Cleanliness, health welfare and prosperity will be maintained by the facility.**

3. Please provide a separate written description of the existing and proposed uses and improvements on the site (e.g., convert the existing 1,159 square foot manufactured home into an office, utilize the existing 833.52 square foot manufactured home to serve as a watchman's quarters, install privacy fencing to screen use, construct drainage facilities, parking, description of access, etc.).

**T-K Processing 2619.7 sq ft**

**Shed 98 sq ft**

**Office 1159.2 sq ft**

**Watchman quarters 831.6 sq ft**

**Storage trailer 1157.1 sq ft**

**Drainage structure shall be constructed per approved drainage plan**

**A 6-foot-high privacy fencing shall be placed on east, south and west lines as shown on the drawing**

**Buffering will be natural landscaping to the north towards the county road (aka North Street)**

**Parking shall be gravel surface as will the access driveways so to minimize the run off. Hard surfacing would add to the potential run off therefore hard surfacing is being asked to be waived. Lighting shall be placed for security reasons on the buildings.**

4. Please correctly show all adjacent zoning classifications on the application. Currently, there is a note in the application on adjacent zoning classification as "See Map."

**Corrected on revised application**

**Drawing Requirements and Submittal Documents**

5. Although the use indicated in the application states it is a processing operation, the response to question 14 on the application form states that "slaughtering is apart of the processing, killing is done indoors." As such, staff finds the proposed use meets the definition of a slaughterhouse per Section 1.5.156 of the FCZR. Slaughterhouses are subject to the issuance of a Special Review Use Permit. Please provide the operational characteristics of the slaughterhouse on the Final Development Plan as notes to include:

- i.** Proposed hours and days of operation. **6am – 8pm Daylight to Dark**
- ii.** Delineate how many animals are slaughtered and/or processed per day. **5 to 10 animals**
- iii.** Number of employees. **10 employees**
- iv.** How many shifts per day. **1 shift**
- v.** Number of customers per day. **5 to 10 customers starting, future 10 to 20 customers**
- vi.** Number of days open per year. **Open 300 days**

6. Please add "Final Development Plan" to the title block and replace "processing operation" with "slaughterhouse" to accurately describe the proposed use.

7. In the property legal descriptions, please double check the acreage of tract 1 Lot 2 as it should be 1.02 acres in order to add up to the total of 2.28 acres.

**Total property 99123.10 SQ FT equal 2.27555 acres. Rounded would be 2.28 Acres.**

**Property 1 is 54968.35 SQ FT which is 1.26189 Acres**

**Property 2 is 44154.75 SQ FT which is 1.01365 Acres**

**As requested, we have changed the total acreage to 2.27 Acres rounding down.**

8. Please remove the colors from the vicinity map.

**See Revised plat**

9. Provide a table on the drawing to indicate the relationship between the proposed and existing construction to remain on the property in association with the development requirements of the proposed Industrial zone district (e.g., minimum lot size, maximum lot coverage, maximum building height, minimum lot width, minimum setback requirements).

**EXISTING**

<b>T-K PROCESSING</b>	<b>2619.70 SQ FT</b>
<b>OFFICE</b>	<b>1159.2 SQ FT</b>
<b>WATCHMAN'S QUARTERS</b>	<b>831.6 SQ FT</b>
<b>2 STORAGE SHEDS</b>	<b>246.7 SQ FT</b>

**FUTURE**

<b>COOLER</b>	<b>900.0 SQ FT</b>
<b>SALES OFFICE</b>	<b>1420.0 SQ FT</b>

**TO BE REMOVED**

<b>SHED</b>	<b>89.0 SQ FT</b>
<b>SHED</b>	<b>250.4 SQ FT</b>
<b>SHED</b>	<b>970.9 SQ FT</b>
<b>STORAGE SHED</b>	<b>188.0 SQ FT</b>

10. The Final Development Plan must illustrate the size, shape and location of all existing buildings, structures and improvements that will remain on the subject property after development including:
- a. Each building, structure and/or improvement shall have a label and or note that identifies it and states its existing and/or proposed use. **See Revised Plat**
  - b. Confirm is needed as to whether the structure labeled "storage and supplies" is an existing manufactured home. Please refer to Section 3.8 Storage Structures of the FCZR, which prohibits manufactured homes, manufactured home single-wide, trailers, etc., to be used as a storage structure. Also, please provide the date the home was constructed, as it might predate the regulations. **See Revised Plat**
  - c. Please provide location dimensions from at least two (2) property lines for each building and/or structure and or improvement. **See Revised Plat**
  - d. Provide square footage and building heights of all buildings and structures. **See Revised Plat**
11. Label the internal roadway by providing:
- a. Dimensions from property lines at the beginning and end of the roadway and centerline information for the entire roadway. The minimum drive aisle shall be a minimum of 24 feet.
  - b. Width at the beginning of the roadway and at any points along the roadway where the width changes.
  - c. All access points from the property to the public roadway system. Please locate each access point by providing dimensions from property lines. What is meant by "access not utilized" on Tract 1, Lot 2, Red Canyon Heights? **Dimensions have been added see revised plat. The access is for future access for future sales office if needed.**
  - d. All internal traffic circulation patterns by line symbol. In general, staff has raised concerns about drainage and interior flow of the property in terms of people driving through the proposed drainage easement area. The interior flow of the lot lacks functionality with no apparent in or out. This is exacerbated by the fence that bisects the property.
  - e. Provide the gravel width and thickness of each internal roadway. Please note, surfacing for all industrial parking areas shall be graded and surfaced so as to control dust and provide proper drainage. The driveway and parking spaces shall be asphalt or concrete surface unless waived by the Board. **Asking for waiver for surfacing for this project**
12. Please indicate how employees that park in the employee lot would access the office and slaughterhouse with a fence that is located in the center of the property. Will there be any pedestrian areas or walkways? If so, please dimension them and delineate surface type, width, length, and thickness. **See revised plat**
13. Update the standard parking detail to delineate the proposed thickness of gravel for the parking areas, the deliveries, unloading, and pick-up areas. **See revised plat**
14. Please provide the square footage of the proposed uses and the number of employees on maximum shift that is required to calculate the required parking. This information is to calculate the parking requirements in that industrial uses require the greater of 1 parking space/300 sq. ft., of floor area up to 100,000 sf. ft. or 1 space/employee on maximum shift. Office uses require 1 space/200 sq. ft. An adequate number of parking spaces is provided for the watchman's quarters. ADA spaces and location to be determined upon the total number of parking spaces on site. **See revised plat**
15. It appears that there is existing chain link and wood fencing on the property. Please label all fencing (existing and proposed), including height and materials. Also, please delineate

existing vegetation on site so staff can evaluate buffering and landscaping needs. **Fences exist as shown. The exterior fences are privacy fences and the interior fences are chain link**

16. It will be important to know the proposed hours of operation, as all industrial parking areas may be required to be adequately lit to protect the safety of the individual using the area. Also, provide details on the lighting on existing buildings per response to questions 53 j. **See revised plat**
17. Is any signage proposed? If so, please provide the required information per Section 8.15.9.20 of the FCZR. **All signage will not be lighted and comply with regulations 8.15.9.20**
18. The drainage easement in the southwest corner of the site appears to be an easement to be dedicated but is not labeled as such. Please label and depict all existing and proposed easements as well as easements to be vacated. **The drainage easement is dedicated on the VILL and will not need to be dedicated on developmental plan**
19. Provide a detailed utility plan showing the location of all utilities or request a waiver from the submittal requirement. **If not adequately address on plat please waive**
20. Provide the soil type areas and provide a table with a brief description of the soil characteristics.
21. The drawing is at a scale of 1" = 25', which is difficult to read. Please provide the drawing at a minimum scale of 1" = 200' to a maximum scale of 1" = 50'. **See revised plat**
22. Please label the boundary to be rezoned and Special Review Use boundary. **See revised plat**
23. A Roadway Impact Analysis form was included in the submittal but is missing the following information:
  - a. Type of application is Zone Change #2 - Final Development Plan. **Revised**
  - b. Please provide complete responses to questions 34 and 35 related to trip generation. **Revised**
  - c. Owner signature is needed on the form. **Included on revised form**
24. Identify all agencies of local, state, or federal government that will be required to issue any permit or license or the like for all or part of the activity that comprises the use. Additionally, please summarize the status of the applications pending before the identified agencies, including a copy of any such application, and supporting material. **USDA inspects processing facilities**
25. In terms of weed management, Fremont County Weed Management treats the properties around this particular area seasonally. Please feel free to contact Weed Management to schedule something out later if you need assistance. In the meantime, please see attached Integrated Weed Management Plan and Guideline to Noxious Weed Management for your reference. **This has been noted and we will work with Fremont County Weed Management to resolve the weed issue.**

#### **Vacation of Interior Lot Line**

Vacation of platted interior lot lines and/or platted utility/drainage easement may be completed through an administrative review process. The following comments shall be addressed on the Final Plat drawing and supplemental information provided:

1. All survey monuments set and found, in preparation of the final plat; shall be indicated on the final plat as to location and type of monument by note or label. **See Revised Plat**
2. Identify, label and/or note any easement proposed to be vacated by this application. **See Revised Plat**
3. Please submit a closure sheet to allow staff to determine if the boundary and lot boundaries close. **In submittal**
4. All proposed easements shall be designated as to use, bearings, dimensions, or indicated by appropriate statements. **Power line is labeled as requested see revised plat. Irrigation ditch is not on the property and actually is north of the north property line in the county right of way**
5. All existing easements shall be vacated prior to submittal or shall be shown on the plat, labeled, or noted as to its use, size, and location. In addition, all survey information and any recording information for all easements shall be provided. **See Revised Plat**
6. Please address all comments on the attached Interior Lot Line Vacation redlines dated August 1, 2023. **See Revised Plat**

**Note: yes, we will order a new title commitment to be updated prior to recording. Please let me know when it is ready for recording and I will get the revision.**

#### **NEXT STEPS**

Once all review comments are addressed, please submit the following to the Fremont County Department of Planning and Zoning:

1. Point-by-point cover letter which states how all the comments (internal departments and external agencies) and submittal deficiencies have been addressed. Resubmittals will not be accepted if not accompanied by a cover letter. **YOU ARE READING IT**
2. Revised plans, plat, and other documents. **ENCLOSED**

Sincerely,

George R Hall  
Crown Point Land Services



**FREMONT COUNTY**  
**ZONE CHANGE #2**  
**FINAL DEVELOPMENT PLAN APPLICATION**  
(Requires Prior Approval of ZC #2 – Use Designation Plan)

1. Project Name: \_\_\_\_\_
  
2. Applicant: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Facsimile # \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
3. Owner: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Facsimile # \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
4. Consultant: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Facsimile # \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Please read prior to completion of this application**

Property owners and other potential applicants are encouraged to meet informally or communicate with Planning and Zoning Department staff to gain familiarity with the application process prior to formal submittal of an application and to continue the communications throughout the application process. For more details on application meetings, see Section 8.3 of the Fremont County Zoning Resolution (FCZR).

The Zone Change #2 classification is for zone changes that change property to multi-family, business or industrial zone districts. (*MDR – Medium Density Residence, HDR – High Density Residence, MHP – Manufactured Home Park (Please see Section 4.10 of the FCZR for other requirements), TTP&CG – Travel Trailer Park & Campground (Please see Section 4.11 of the FCZR for other requirements), NB – Neighborhood Business, RHB – Rural Highway Business, B – Business, A – Airport, IP – Industrial Park, and I – Industrial*).

The zone change classification #2 application process provides two alternatives for applicants. The first alternative allows an applicant to obtain preliminary approval for the zone change through submittal of a Use Designation Plan, together with the appropriate fee. This is the application form for a Final Development Plan. Approval of a Use Designation Plan results in a zone change approval for the use specified in the application, without providing the detailed submittal requirements of the Final Development Plan. Use Designation Plan approval shall expire one year after approval, if an application for Final Development Plan has not been submitted. If the Final Plan is not submitted within the one year time frame, the zoning classification will revert back to the original zone classification.

No zone change (ZC) application which has been denied by the Fremont County Board of County Commissioners (Board) within the past three (3) years can be resubmitted unless there is valid new evidence or a substantial change in conditions of the original application.

Any application for ZC that has been submitted after the use requiring the ZC has been established on the property shall be subject to a penalty fee in addition to the set application fee for the ZC. The penalty fee



shall be the same amount as the initial application fee for the ZC. In effect a double application fee shall be charged at the time of submittal in such circumstances. As with all land use applications payment of associated fees does not insure approval of the application.

Any application for ZC where the intention is to house more than one (1) primary use on the property or in a single building will require that the property and or building be subdivided.

In the circumstance of a ZC application that will require a Preliminary Plan/Final Plat or Minor Subdivision application the ZC approval will not go into affect without final approval of the subdivision application.

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

The applicant shall provide **one (1) original document, four (4) copies, and an electronic copy (either CD or flash/thumb drive)** of the application and all of its attachments (*copies of deeds, contracts, leases etcetera are acceptable*) at the time of application submittal along with the application fee, set as per Resolution of the Board. Submittals shall be made to the Department no later than 3:00 pm on the submittal deadline date.

After an adequate 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 which must be addressed by the applicant, Department comments and/or questions about the application and the number of revised application packets that must be supplied to the Department in order to place the application on an agenda of the Commission.

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

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

If the application is approved by the Board with contingencies the contingencies shall be provided to the Department within six (6) months of the approval date. If not the approval shall be deemed rescinded and the application expired. Re-submittal of the entire application, including fees, and procedural requirements, including public meetings and notices would be required.

If the application is approved by the Board requiring improvements, all such improvements must be completed at the expense of the applicant prior to recording of the ZC.

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

For specific regulatory requirements the applicant should refer to the appropriate sections of the Fremont County Zoning Resolution (FCZR). In addition, consideration shall be given to the Fremont County Master

Plan (FCMP), as the Department will consider it in the review of ZC applications which could result in the need for additional information from the applicant.

For further reference the Fremont County Zoning Resolution may be viewed on the Internet at <http://www.fremontco.com/planningandzoning/zoningresolution.pdf> and the Fremont County Subdivision Regulations (FCSR) may be viewed on the Internet at <http://www.fremontco.com/planningandzoning/forms/subdivisionregulations.pdf> and the Fremont County Master Plan may be viewed on the Internet at <http://www.fremontco.com/planningandzoning/forms/masterplan.pdf>

1. If the owner is not the applicant, written authorization from the current property owner, specifying the extent to which the representation is authorized shall be attached marked as Exhibit ZC-5.1.  An exhibit has been attached.
2. In the circumstance of corporate ownership, documentation evidencing whom is eligible to execute documents on behalf of the corporation, shall be attached to this application. Attachments for this application item shall be marked as Exhibit ZC-6.1.  An exhibit has been attached.
3. What is the current zoning of the property? \_\_\_\_\_
4. What is the proposed zoning of the property? \_\_\_\_\_
5. What is the total acreage of the property? \_\_\_\_\_
6. What is the total acreage of the property to be rezoned? \_\_\_\_\_
7. What is the legal description of the proposed zone change boundary? \_\_\_\_\_

\_\_\_\_\_

If the legal description is long an attachment can be made marked as Exhibit ZC-11.1.  An exhibit has been attached.

8. Is the boundary of the property to be rezoned the total property legally described in the current deed of record (*most recent deed of the property recorded in the Fremont County Clerk & Recorder's Office*)?  Yes ---  No If **no**, please explain: \_\_\_\_\_

\_\_\_\_\_

**NOTE:** *If the property to be rezoned is a portion of the total property in the current deed of record, then a subdivision or exemption process will be required to be completed, as a contingency item, if this request is approved. All subdivisions or exemptions must comply with the development requirements of the zone district in which the property is or will be located and appropriate requirements of the FCSR met.*  A contingency is being requested.

9. A copy of the current deed of record identifying the current property owner for the subject property shall accompany this application marked as Exhibit ZC-13.1.  An exhibit has been attached.

10. What is the general location of the proposed ZC site? \_\_\_\_\_

11. What is the current land use of the subject property? \_\_\_\_\_

**NOTE:** *The current land use must be incorporated into the proposed use, removed from the property or the property shall be subdivided so that each use is contained on a separate property. Please explain*

how the current land use will be addressed. \_\_\_\_\_  
\_\_\_\_\_

12. What is the proposed use of the property? (*explain in detail*) \_\_\_\_\_  
\_\_\_\_\_

13. Provide the FCZR citing that allows the proposed use of the property: \_\_\_\_\_

14. Is the proposed land use an  --- Allowed use,  --- Conditional Use Permit (CUP),  --- Special Review Use Permit (SRUP) or  --- Temporary Use Permit (TUP) in the proposed zone district? Please explain: \_\_\_\_\_  
\_\_\_\_\_

If the proposed use is a use allowed through the issuance of a CUP, SRUP or TUP in the proposed zone district then appropriate applications will be required to be  --- submitted to coincide with this application or to be submitted as a  --- contingency of approval of this application. **NOTE:** *Approval of a ZC application does not guarantee the approval of a use permit application.*

15. Is the proposed use not specifically listed in the FCZR but thought to be a similar use to an allowed use or a use allowed by permit?  Yes ---  No If **yes**, then an application for similar use designation in accordance with requirements of the FCZR and associated fee, shall be made prior to submittal of this application or submitted in conjunction with this application. Said application shall be attached and marked as Exhibit ZC-19.1.  An exhibit has been attached.

16. A written statement of justification for the rezoning, to include references to at least one (1) of the listed conditions, also documentation should be provided to support the justification evidence. Check all boxes thought to be justification for the proposed ZC: (*supportive documentation may be attached marked as Exhibit ZC-20.1*  An exhibit has been attached.)

- a.  - Evidence that the property was not properly zoned when the existing zoning was imposed.
- b.  - Evidence that additional land is needed in the proposed zone district.
- c.  - Evidence that there has been a material change in the neighborhood that justifies the requested zone change.
- d.  - Evidence that the proposed zone change will be in conformance to the current Fremont County Master Plan in relation to the area.

Please provide a justification statement specifically indicating how each of the conditions marked are applicable for this application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Provide evidence that there is a public need for the proposed zone change (*supportive documentation may be attached and marked as Exhibit ZC-21.1*  An exhibit has been attached.). \_\_\_\_\_  
\_\_\_\_\_

18. Provide evidence that there will be a County or neighborhood benefit from the proposed zone change, in that it will tend to preserve and promote property values in the neighborhood (*supportive documentation may be attached and marked as Exhibit ZC-22.1*  An exhibit has been attached). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Provide a written description of buildings and uses proposed on the property to be rezoned. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. Provide a written description of land uses, buildings and structures (*and their uses*) within five-hundred (500) feet of the boundary of the proposed area of change, in all directions from the subject property.

Northerly: \_\_\_\_\_  
\_\_\_\_\_

Southerly: \_\_\_\_\_  
\_\_\_\_\_

Easterly: \_\_\_\_\_  
\_\_\_\_\_

Westerly: \_\_\_\_\_  
\_\_\_\_\_

21. Explain what effect the proposed rezoning and proposed use would have on adjacent uses. If no positive or adverse effect on adjacent uses is expected, explain why there will be no positive or adverse effect on adjacent uses. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. Provide evidence explaining how the proposed development will be in harmony and compatible with the surrounding land uses and existing development in the neighborhood of the property to be rezoned (*supportive documentation may be attached and marked as Exhibit ZC-26.1*.  An exhibit has been attached). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. The proposed site must be of sufficient size to accommodate the proposed use, its accessory uses, structures, fences, parking and loading areas, and open spaces. Address the following items:

a. What percentage of the property will be covered with structures? \_\_\_\_\_  
\_\_\_\_\_

b. What will be the setbacks from any proposed buildings and/or structures to the site boundary?  
Front (*side from which property gains access*): \_\_\_\_\_

Rear: \_\_\_\_\_ Side: \_\_\_\_\_  
Side: \_\_\_\_\_ If more than one building and/or structure is proposed please make an attachment marked as Exhibit ZC-27b.1.  An exhibit has been attached.

28. The project site must be served with utilities necessary to adequately accommodate the proposed use. Address the following items:

a. What utilities will be necessary to accommodate the proposed use?

MARK EACH ITEM THAT APPLIES:

- |  |   |
|--|---|
| <input type="checkbox"/> Drinking water                | <input type="checkbox"/> Water used in the scope of the project |
| <input type="checkbox"/> Water for sanitation purposes | <input type="checkbox"/> Water for fire protection              |
| <input type="checkbox"/> Irrigation water              | <input type="checkbox"/> Sewage disposal                        |
| <input type="checkbox"/> Trash collection              | <input type="checkbox"/> Electricity                            |
| <input type="checkbox"/> Telephone                     | <input type="checkbox"/> Natural gas                            |
| <input type="checkbox"/> Cable television              | <input type="checkbox"/> Other: _____                           |

b. Will the proposed use require service from a public water system?  Yes ---  No If **yes**, will connection to the system require more than a service line type connection, at the applicant and/or owner's expense?  Yes ---  No If **yes**, please explain. \_\_\_\_\_

\_\_\_\_\_ If water service is to be provided from a public water system, then documentation from the provider evidencing the ability to provide water and commitment to serve the project, including fire protection, shall be attached marked as Exhibit ZC-28b.1.  An exhibit has been attached.

In addition, Fremont County's Colorado Division of Water Resources Information Form for Special Use, Zoning, and Other Land Use Actions shall be completed and attached, marked as Exhibit ZC-28b.2.  An exhibit has been attached.

c. Is the proposed use to be serviced by an individual well?  Yes ---  No If **yes**, then Fremont County's Colorado Division of Water Resources Information Form for Special Use, Zoning, and Other Land Use Actions shall be completed and attached, marked as Exhibit ZC-28c.1.  An exhibit has been attached.

d. Will the proposed use necessitate the conversion of agricultural water to non-agricultural uses?  Yes ---  No Please explain. \_\_\_\_\_

e. Will the proposed use in any way preserve agricultural water for agricultural purposes?  Yes -  No Please explain. \_\_\_\_\_

f. Will the proposed use require service from a public sewer system?  Yes ---  No If **yes**, will the connection to the system require more than a service line type connection, at the applicant and/or owner's expense?  Yes ---  No Please explain. \_\_\_\_\_

\_\_\_\_\_ If sewer service is to be provided from a public sewer system, then documentation from the provider evidencing the ability to provide service and commitment to serve the project shall be attached marked as Exhibit ZC-28f.1.  An exhibit has been attached.

- g. Will the proposed use be serviced by an onsite wastewater treatment system?  
 Yes ---  No  
 If **yes**, then a percolation test and report in conjunction with a system design by a Colorado Registered Professional Engineer adequate to accommodate the proposed use shall be attached for a new system marked as Exhibit ZC-28g.1.  An exhibit has been attached. If **yes**, but the intention is to use an existing system then documentation as to the system's adequacy from the Fremont County Environmental Health Office shall be attached marked as Exhibit ZC-28g.2.  An exhibit has been attached.
- h. Will utility services in the neighborhood (*electricity, natural gas, telephone, cable television, irrigation, trash collection*) be required to be modified in order to provide service adequate for the proposed use?  Yes ---  No Please explain. \_\_\_\_\_
- i. Will the applicant or owner be covering all costs relating to any utility line extensions and/or upgrades to existing utility service lines required to service the proposed project and limit the utility service impact to the existing neighborhood (*electricity, natural gas, telephone, cable television, irrigation, trash collection*)?  Yes ---  No Please explain. \_\_\_\_\_

29. The project site must be serviced by all community services and facilities adequate to accommodate the proposed use. Address the following items:

- a. What community services and facilities will be necessary to accommodate the proposed use?  
 MARK EACH ITEM THAT APPLIES:  

<input type="checkbox"/> Roadway Maintenance	<input type="checkbox"/> Fire Protection	<input type="checkbox"/> Emergency Medical Response
<input type="checkbox"/> Hospital	<input type="checkbox"/> Search and Rescue	<input type="checkbox"/> Law Enforcement
<input type="checkbox"/> Park and Recreation	<input type="checkbox"/> Schools	<input type="checkbox"/> Library
<input type="checkbox"/> Airport	<input type="checkbox"/> Other: _____	

b. Will service facilities be required to be modified from their current status in order to provide service adequate for the proposed use?  Yes ---  No If **yes**, provide an explanation (*be specific as to which facilities will require modification and what the modification will be*).  
 \_\_\_\_\_  
 \_\_\_\_\_

Will the applicant or owner be covering all costs relating to any modifications to existing services and/or service facilities required to service the proposed project and limit the impact to the existing community services and facilities within the neighborhood?  Yes ---  No  
 Please explain. \_\_\_\_\_  
 \_\_\_\_\_

c. Is the project site located within the boundaries of a service district?  Yes ---  No If **yes**, please list all districts that the site is located in. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

d. Is the project site near (*within a 1/4-mile radius*) the boundary of any service district(s)?  
 Yes ---  No If **yes**, please identify the service district(s). \_\_\_\_\_

If **yes**, does the applicant and owners intend to annex to the service district?

Yes ---  No If **no**, please explain why not: \_\_\_\_\_

e. Will the proposed project in any way promote the formation of any new service districts?   
Yes ---  No Please explain. \_\_\_\_\_

f. Will the proposed use in any way promote the utilization of existing service facility improvements?  Yes ---  No Please explain. \_\_\_\_\_

g. Is the project site located within the boundaries of any taxing district(s)?  Yes ---  No If **yes**, please provide a list of all taxing districts in which the subject property is located. \_\_\_\_\_

h. Would the proposed project be considered an “in-fill” development?  Yes ---  No Please explain. \_\_\_\_\_

i. Has a fiscal impact analysis report been prepared in association with the proposed project?  
 Yes ---  No If **yes**, the analysis report shall be attached marked as Exhibit ZC-29i.1.  
 An exhibit has been attached.

30. The proposed use should have a minimal effect on adjacent uses, the use and its location should be compatible and harmonious with its surrounding neighborhood, should not create undesirable sanitary conditions, should not overburden utilities, should not create adverse environmental influences, should not adversely affect wildlife, should not impact the rural character of the County and should not impair the public health, welfare, prosperity and safety. If the proposed use is anticipated to create any undesirable conditions, provide an explanation of the proposed mitigation procedures. Address the following items:

a. What are the current zone district classifications adjacent to the proposed use site?

Northerly: \_\_\_\_\_

Southerly: \_\_\_\_\_

Easterly: \_\_\_\_\_

Westerly: \_\_\_\_\_

b. What are the current land uses adjacent to the proposed use site?

Northerly: \_\_\_\_\_

Southerly: \_\_\_\_\_

Easterly: \_\_\_\_\_

\_\_\_\_\_

Westerly: \_\_\_\_\_

\_\_\_\_\_

- c. What will be the anticipated impacts of the proposed use on the existing adjacent land uses positive and/or negative?

Northerly: \_\_\_\_\_

\_\_\_\_\_

Southerly: \_\_\_\_\_

\_\_\_\_\_

Easterly: \_\_\_\_\_

\_\_\_\_\_

Westerly: \_\_\_\_\_

\_\_\_\_\_

- d. What are the approximate distances between the structures, areas of disturbance, off-street parking areas and/or off-street loading areas that will make up the proposed use and adjacent uses?

Northerly: \_\_\_\_\_

\_\_\_\_\_

Southerly: \_\_\_\_\_

\_\_\_\_\_

Easterly: \_\_\_\_\_

\_\_\_\_\_

Westerly: \_\_\_\_\_

\_\_\_\_\_

- e. Does the proposed site location contain any lands or lie adjacent to any lands designated by the Colorado Division of Wildlife (CDOW) as critical wildlife habitat?  Yes ---  No If **yes**, has CDOW reviewed the scope of the proposed project?  Yes ---  No If **yes**, a copy of CDOW's comments shall be attached marked as Exhibit ZC-30e.1.  An exhibit has been attached. If **no**, a notification to CDOW will be required.

- f. The Fremont County Right to Farm and Ranch Policy (Resolution #40, Series of 1998) will be taken into consideration during application review. Please explain how this application meets the spirit of this policy. \_\_\_\_\_

\_\_\_\_\_

- g. Is the proposed use to be located on or adjacent to land currently used for agriculture, forestry and/or open space land uses?  Yes ---  No If **yes**, what buffering measures are proposed to minimize conflicts between the proposed use and the existing adjacent land uses? \_\_\_\_\_

\_\_\_\_\_

If **yes**, please explain what measures are proposed to protect crops, livestock, improvements and the normal agricultural activities from liability issues, littering, pollution and disruption in



general. \_\_\_\_\_  
\_\_\_\_\_

h. Will the proposed project allow access to land currently used or that could be used for agricultural purposes that currently does not have public access?  Yes ---  No Please explain: \_\_\_\_\_  
\_\_\_\_\_

i. In addition to the proposed use will any portion of the site be used for agricultural, forestry, wildlife habitat, parks, trails or open space use?  Yes ---  No Please explain. \_\_\_\_\_  
\_\_\_\_\_

j. When the proposed use has ended are there plans to convert the land to an agricultural, forestry, wildlife habitat, parks, trails and/or open space use?  Yes ---  No Please explain. \_\_\_\_\_  
\_\_\_\_\_

k. What effect will the proposed use have on property values in the general area (*explain*)? \_\_\_\_\_  
\_\_\_\_\_

l. Will the proposed use create any safety issues that may affect adjacent uses?  Yes ---  No Please explain (*include mitigation measures*): \_\_\_\_\_  
\_\_\_\_\_

m. Will the proposed use create noise, discernible off-site?  Yes ---  No Please explain (*include mitigation measures*): \_\_\_\_\_  
\_\_\_\_\_

n. Will the proposed use create vibrations, discernible off-site?  Yes ---  No Please explain (*include mitigation measures*): \_\_\_\_\_  
\_\_\_\_\_

o. Will the proposed use and/or its accessory uses (*including signs, parking and loading areas*) or structures create glare off-site?  Yes ---  No Please explain (*include mitigation measures*): \_\_\_\_\_  
\_\_\_\_\_

p. Will the proposed use and/or its accessory uses (*including signage, parking and loading areas*) or structures have any off-site visual impacts?  Yes ---  No Please explain (*include mitigation measures*): \_\_\_\_\_  
\_\_\_\_\_

q. Will the proposed use, its accessory uses (*including parking and loading areas*) and/or structures have the potential to create water pollution either by discharge to a waterway or drainageway, through percolation in the ground or by storm water drainage?  Yes ---  No Please explain (*include mitigation measures*): \_\_\_\_\_

\_\_\_\_\_

r. Will the proposed use, its accessory uses (*including parking and loading areas*) and/or structures create dust and/or other forms of air pollution?  Yes ---  No Please explain (*include mitigation measures*): \_\_\_\_\_

\_\_\_\_\_

s. Will the proposed use contain noxious weed control measures in the scope of the project?  Yes ---  No If **yes**, have the proposed control measures been reviewed by the Fremont County Noxious Weed Control Board?  Yes ---  No If **yes**, their comments shall be attached marked as Exhibit ZC-30s.1.  An exhibit has been attached. If **no**, provide an explanation why such measures are not included. \_\_\_\_\_

\_\_\_\_\_

If **no**, a notification to the Noxious Weed Control Board will be required.

t. Is the project site located on or near land identified as an archaeologically or historically significant site by organizations recognized by County, State and/or Federal agencies?  Yes ---  No If **yes**, please identify the site and provide an explanation as to what effect the proposed project would have and what measures the applicant is proposing to mitigate the effects. \_\_\_\_\_

\_\_\_\_\_

If **yes**, has the proposed project been reviewed by the identifying entity?  Yes ---  No If **yes**, please attach their comments marked as Exhibit ZC-30t.1.  An exhibit has been attached. If **no**, a notification to an appropriate entity shall be required.

u. Does the project require the placement of improvements on or the disturbance of land in any of the following?  Yes ---  No (*if yes, mark each of the applicable items*):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Geologic hazard areas   | <input type="checkbox"/> FEMA flood area     | <input type="checkbox"/> Mine subsidence area     |
| <input type="checkbox"/> Tops of ridge lines     | <input type="checkbox"/> Prominent landmarks | <input type="checkbox"/> Natural water courses    |
| <input type="checkbox"/> Unusual rock formations | <input type="checkbox"/> Scenic vistas       | <input type="checkbox"/> Open fields/Meadows      |
| <input type="checkbox"/> Wildlife habitat        | <input type="checkbox"/> Riparian areas      | <input type="checkbox"/> Threatened plant habitat |
| <input type="checkbox"/> Forest                  | <input type="checkbox"/> Mountain ecosystem  | <input type="checkbox"/> Prairie ecosystem        |

If **yes**, provide an explanation as to why the placement or disturbance is necessary, what the potential impacts may be and what measures the applicant is proposing to mitigate the impacts.

\_\_\_\_\_

\_\_\_\_\_

v. Is the subject property accessed from or located within the view shed of any of the following roadways within Fremont County?  Yes ---  No

Please mark all that are applicable: FCR (Fremont County Road)

- US Highway 50, adjacent to the Arkansas River
- Colorado State Highway #69
- FCR #2 (aka Tallahassee Road)
- FCR #3A (aka Royal Gorge Road)
- FCR #6 (aka Hayden Creek Road)
- FCR #12 (aka Red Gulch Road)
- FCR #28 (aka Copper Gulch Road)
- FCR #132 (aka Upper Beaver Creek Rd)
- The Gold Belt Tour National Back Country Byway (also a Colorado Scenic and Historic Byway)

If answered **yes**, please explain what is proposed to mitigate any visual impacts created by the proposed project. \_\_\_\_\_

\_\_\_\_\_

w. Is the proposed project site located adjacent to or within the view shed of the Arkansas River?  Yes ---  No If **yes**, will the proposed project have any effect on the Arkansas River Corridor?  Yes--  No If **yes**, please provide an explanation as to what effect the proposed project would have and what measures the applicant is proposing to mitigate the effects. \_\_\_\_\_

\_\_\_\_\_

If **yes**, to either of the previous questions, has the project been reviewed by the Arkansas Headwaters Recreation Area State Park (AHRA)?  Yes ---  No If **yes**, please attach their comments marked as Exhibit ZC-30w.1.  An exhibit has been attached. If **no**, a notification to AHRA will be required.

x. Will the proposed project in any way preserve and/or enhance the natural and cultural amenities of the County, and the unique recreational and scenic features of the natural environment?  Yes ---  No Please explain. \_\_\_\_\_

\_\_\_\_\_

31. Is the proposed project site located within the Urban Growth Boundaries or other areas of influence of any municipality?  Yes ---  No If **yes**, please identify the municipality and area(s) of influence. \_\_\_\_\_

If **yes**, does the proposed use meet the requirements of the municipality influence area, Urban Growth Boundary policies and Master Plan document?  Yes ---  No Please explain \_\_\_\_\_

\_\_\_\_\_

Will the proposed use require any variances to the requirements of the municipality influence area, Urban Growth Boundary policies, requirements of the municipality Master Plan document or any land use regulations of the County?  Yes ---  No Please explain. \_\_\_\_\_

\_\_\_\_\_

32. Does the project site property lie adjacent to a municipal boundary line (*city or town limits*)?  Yes ---  No If **yes**, please identify the municipality. \_\_\_\_\_  
 If **yes**, is this a use that should be annexed inside the municipal boundary?  Yes ---  No If **no**, please explain why not. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
33. Does the subject property lie within three (3) miles of any municipal boundary line and/or a county boundary line?  Yes ---  No If **yes**, please identify the entity(s). \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
34. Does the proposed project site adjoin lands currently in public ownership (*BLM, USFS, CDOW, CSFS, municipal ownerships, etcetera*)?  Yes ---  No If **yes**, is the project landowner willing to provide access from the public roadway that serves the site across the site property for public access to the public lands in question?  Yes ---  No Please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
35. Will the proposed project in any way encourage existing small businesses and/or agriculturally related business to remain in Fremont County?  Yes ---  No Please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
36. Will the proposed project generate additional local employment opportunities?  Yes ---  No If **yes**, what are the estimated numbers, duration and types of jobs that would be generated? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 If **no**, please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
37. Will the proposed project in any way enhance the community pride felt by residents of Fremont County?  Yes ---  No Please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
38. Will the proposed project in any way affect or provide for affordable, diverse and quality housing types for the residents of Fremont County?  Yes ---  No Please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
39. Will the proposed use utilize existing buildings and/or structures currently located on the subject property?  Yes ---  No Please explain. \_\_\_\_\_

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40. Will the proposed use encourage recycling of items used or discarded in the operation of the use?  Yes ---  No Please explain. \_\_\_\_\_

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41. Will the proposed use generate any items that could be considered “hazardous waste”?  Yes --  No If **yes**, please explain what the generated waste is and the disposal method for the waste.

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42. A refuse disposal plan shall be provided to address the storage of, collection of, disposal of refuse and the screening from view of refuse receptacles. This plan, at a minimum, shall be reviewed by the Fremont County Environmental Health Office. The plan shall be attached marked as Exhibit ZC 42.1.  An exhibit has been attached.

43. The **intent** of the Fremont County Zoning Resolution is to regulate the use of buildings, structures and land for trade, industry, residence, recreation, public and other purposes; the location, height, bulk and size of buildings and other structures; the lot size and percentage that may be occupied; the size of yards, courts and other open spaces; the density and distribution of population. Provide a statement as to how the proposed use meets this intent: \_\_\_\_\_

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44. The **purpose** of the Fremont County Zoning Resolution is to promote the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Fremont County, including lessening the congestion of the streets or roads, or reducing the waste of excessive amounts of roads; promoting energy conservation, securing safety from fire, floodwater and other dangers; providing adequate light and air; classifying land uses and land development and utilization, protecting the tax base, securing economy in governmental expenditures, fostering the State’s agricultural and other industries and protecting both urban and non-urban development. Please provide a statement explaining how the proposed use complies with this purpose. \_\_\_\_\_

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45. **Fremont County Master Plan Approval Criteria:** The proposed use should comply with the “Goals, Objectives and Implementation Strategies”, in general, of the twelve categories listed in Chapter Four of the Fremont County Master Plan. The applicant is familiar with said document and feels that the proposed project is in compliance with the document.  Yes ---  No Please explain. \_\_\_\_\_

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46. **MASTER PLAN - PLANNING DISTRICTS** - The Fremont County Master Plan divides the County into six distinctive planning districts, with objectives and strategies for each planning

district that will be used in review of all land use applications as a portion of the justification that the proposed project would meet the intent of the Master Plan. An attachment, marked as Exhibit ZC-46.1, that addresses how the proposed ZC will meet the objectives and strategies of the Planning District in which the subject property is located shall be provided.

In which Planning District is the proposed project site located?

- District One - The Urban Growth District     District Two - The Penrose/Beaver Park District  
 District Three - The Mountain District     District Four - The Royal Gorge Impact District  
 District Five - The Arkansas Valley District     District Six - The Plains District  
 An exhibit has been attached.

47. The subject property must be served by roadways adequate to provide acceptable access for the proposed use, not endanger users of the roadway by creating traffic hazards or congestion and not create a maintenance problem. Please provide, with this application, the following:
- a. If the subject property has access via a County Road, a completed Fremont County Roadway Impact Analysis Form, marked as Exhibit ZC-47.1a     An exhibit has been attached

or

- b. If the subject property accesses a roadway controlled by the CDOT, an issued Colorado Department of Transportation Access Permit for the specified use, to include documented proof of access rights to a public roadway, marked as Exhibit ZC-47.1b     An exhibit has been attached.
48. If the property does not have adequate frontage on a County Road, then proof of access rights to public roads shall be provided marked as Exhibit ZC-48.1.     An exhibit has been attached.
49. When access to the subject property is proposed to be via a County Road that accesses a roadway controlled by the CDOT within 500 feet of the intersection of the CDOT road and the County Road, proof of CDOT notification of the proposed Zone Change and CDOT's comments and requirements shall be provided marked as Exhibit ZC-49.1.     An exhibit has been attached.
50. Once a public hearing date has been set by the Board the Applicant shall be responsible for mailing notice (*see FCZR 8.5.5.1*) to all property owners within five-hundred (500) feet of the subject property. A list of names and complete mailing addresses, and Assessor's Parcel Numbers for all property owners within five-hundred (500) feet of the property boundary shall be attached to this application and marked as Exhibit ZC-50.1.     An exhibit has been attached.
51. Based on the real estate records of the county, which include the records of the County Assessor, and "requests for notification" filed by a mineral estate owner in the records of the County Clerk and Recorder, have the mineral interests of the subject property been severed?     Yes ---  No  
If yes, name of mineral interest owner \_\_\_\_\_  
As per FCZR Section 8.5.5.2, a notice shall be sent (*certified mail return receipt requested*) to the severed mineral interest owner(s) not less than thirty (30) days before the date of the Commission meeting at which the application is anticipated to be heard. See Zoning – Mineral Interest Owner Notification Form. Evidence of said notice and mail receipt shall be attached to this application, marked as Exhibit 51.1.     An exhibit has been attached.
52. Five (5) full size and five (5) reduced (8½"x11" or 11"x17") copies of a site plan drawing, drawn to professional standards, to include, at a minimum, the following (*the Department, Commission or Board can require additional information*) (*Note 1: At least one (1) copy shall be of adequate size*

to use for display at public meetings; Note 2: More than one sheet may be used if it is easier to express the required information, provided they are adequately labeled for identification):

- a. Drawing size: Minimum sheet size 18”X24” to a maximum sheet size of 24”X36”;
- b. Drawing scale, unless a different scale is approved by the Department prior to submittal: Minimum scale of 1”=200’ to a maximum scale of 1”=50’;
- c. Appropriate title (*Owner or Project Name ZONE CHANGE REQUEST*);
- d. Appropriate subtitle (\_\_\_\_\_ Zone District to \_\_\_\_\_ Zone District);
- e. The site plan drawing subtitle shall contain a brief description of the proposed use.
- f. Boundary drawing of the property with bearings and dimensions which illustrates the legal description of the subject property;
- g. Legal description of the subject property;
- h. The total amount (*approximate*) of square footage and acreage contained in the subject property;
- i. Zoning classification for all adjoining lots, parcels, or tracts;
- j. The drawing shall clearly label or show by identified line symbol the boundary of the property proposed to be rezoned;
- k. Written and graphic scale;
- l. A North Arrow;
- m. A vicinity map locating the property to be rezoned in relation to the surrounding area, streets, major natural features, etcetera;
- n. Provide a table on the drawing to indicate relationship between the proposed construction and existing construction to remain on the property in association with the development requirements of the proposed zone district;
- o. The drawing shall illustrate the size, shape and location of all existing buildings, structures and improvements which will remain on the subject property after development including: (*Note: Typical type drawings and or tables may be used to express the required information if appropriate.*)
  - 1) Each such building, structure and or improvement shall have a label and or note that identifies it and states its existing and / or proposed use.
  - 2) Approximate square footage and approximated dimensions of all such buildings and structures.
- p. The drawing shall illustrate the size, shape and location of all proposed buildings, structures and improvements which will be located on the subject property including: (*Note: Typical type drawings and or tables may be used to express the required information if appropriate.*)
  - 1) Each such building, structure and or improvement shall have a label and or note that identifies it and states its proposed use.
- q. Identify by label or note, all access points from the subject property to the public roadway system. Locate each access point by providing dimensions from property lines.
- r. Identify by label or note all off-street parking areas on the subject property including:
  - 1) A table based on Sections 5.3 and 5.4 of the FCZR specifying the minimum numbers of spaces required for each use category in comparison to the numbers proposed by this application.
- s. Identify by label or note all off-street loading areas proposed to be contained on the subject property. (*See Section 5.5 of the FCZR for requirements.*)

- t. Identify by label or note all existing easements located on the subject property including:
  - 1) If existing easements are to be vacated or relocated appropriate information shall be provided by label or note.
- u. Identify by label or note all proposed easements to be located on the subject property after the zone change including:
  - 1) Dimensions from property lines at the beginning and end of the easement.
- v. Identify and locate all drainageways including FEMA flood areas;
- w. Identify and locate significant natural features of the subject property.
- x. Identify and locate all drainage facilities;
- y. If the drawing requires the use of symbols or lines that cannot or should not be identified by label, then the drawing shall include a legend in which to identify them.
- z. If the drawing requires notes in order to understand different aspects of the property and or proposal, then the drawing shall contain a note section in which each note is identified by a numerical or alpha designation.
- aa. Date of preparation and date of revision, if necessary.

53. The proposed use must comply with the FCZR, concerning the off-street parking and loading area (*every proposed use must provide adequate areas for employee, customer, delivery and shipping parking off-street*) requirements. Provide the following information:

- a. How many off-street parking spaces are proposed (total)? \_\_\_\_\_
- b. What is the proposed number of standard size spaces (9' X 18')? \_\_\_\_\_
- c. What is the proposed number of compact spaces (7 'X 15')? \_\_\_\_\_
- d. What is the percentage of the total number of parking spaces that will be compact spaces (*all compact spaces must be marked or signed*)? \_\_\_\_\_
- e. What is the proposed number of spaces for individuals with disabilities? \_\_\_\_\_
- f. How many of the proposed spaces for individuals with disabilities are van accessible? \_\_\_\_\_
- g. Will all off-street parking areas be contained on site?  Yes ---  No If **no**, then a variance from the Fremont County Board of Zoning Adjustment will be required.
- h. What is the size of all proposed off-street loading areas? \_\_\_\_\_  
\_\_\_\_\_
- i. Hard surfacing (*concrete or asphalt*) is required for all parking, loading, driveway and entrance areas, unless waived by the Board. Is such a waiver being requested by the applicant?  Yes ---  No If **yes**, the applicant shall provide justification for such waiver: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If **no**, please identify the type of hard surfacing being proposed and the proposed thickness: \_\_\_\_\_  
\_\_\_\_\_

- j. The County may require parking areas to be adequately lighted to protect the safety of individuals using the area while not having off-site impacts. Does this application include a parking area lighting plan?  Yes ---  No If **yes**, the parking area lighting plan shall be attached marked as Exhibit ZC-53j.1.  An exhibit has been attached. If **no**, please provide



justification as to why a plan is not needed. \_\_\_\_\_

\_\_\_\_\_

- k. The County may require parking areas to be landscaped to break up the expanse of the parking area and/or to provide buffering and screening of the parking area in order to limit off-site impacts. Does this application include a parking area-landscaping plan?  Yes ---  No If **yes**, the parking area landscaping plan shall be attached marked as Exhibit ZC-53k.1.  An exhibit has been attached. If **no**, please provide justification as to why a plan is not needed.

\_\_\_\_\_

54. Is the proposed development to contain multiple businesses, industrial uses or multi-family dwellings in a single building or structure or in separate buildings or structures on the same property?  Yes ---  No

55. Is a buffering and landscaping plan required as per Section 5.2.6 of the FCZR?  Yes ---  No If **no**, will any buffering, screening and/or landscaping of the site to be provided?  Yes ---  No If **yes** to either question, then the plan for such shall be attached to this application, and it shall be marked as Exhibit ZC-55.1.  An exhibit has been attached. If **no** to either question, then justification shall be provided as to why no buffering, screening and/or landscaping should be provided. \_\_\_\_\_

\_\_\_\_\_

56. A Fremont County Fire Protection Plan and District Comment Form addressing method of fire protection, location of fire hydrants or other means of fire protection shall be attached marked as Exhibit ZC-56.1.  An exhibit has been attached. If project is located within a fire protection district, the fire protection plan shall be approved by the Fire Protection District having authority over the site.

57. A stormwater drainage plan and report shall be prepared for the project site in accordance with the hydraulic method and design standards of Section 5.10 of the FCZR, taking into consideration the Fremont County Flood Damage Prevention Regulations, Building Code of Fremont County, Colorado Department of Public Health and Environment Regulations, Colorado Revised Statutes, US Army Corp of Engineers and Federal Emergency Management Agency Regulations. A copy of the plan shall be attached marked as Exhibit ZC-57.1.  An exhibit has been attached.

58. All Solid Wastes Disposal Sites and Facilities, Hazardous Waste Treatment, Storage or Disposal Sites and Waste to Energy Incineration Systems shall comply with the Solid Waste Disposal Sites and Facilities, Hazardous Waste Treatment, Storage or Disposal Sites and Facilities and Waste-to-Energy Incineration Systems Regulations, Section 6 of the FCZR, and applicable State and Federal laws and regulations. If non-applicable, attach a justification statement as to why such regulations are non-applicable, marked as Exhibit ZC-58.1.  An exhibit has been attached.

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

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

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

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

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

Zachary Tracy  
Applicant Printed Name

Zachary Tracy  
Signature

7-27-2023  
Date

Raymond Stonee  
Owner Printed Name

Raymond Stonee  
Signature

7/27/23  
Date

# QUIT CLAIM DEED

THIS DEED, Made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between

**Raymond W Stoner and Sharon A Stoner**

whose legal address is **2000 North Street, Canon City, CO 81212**

of the County of **Fremont** and State of **Colorado**, grantor(s), and

**Raymond W Stoner and Sharon A Stoner**

whose legal address is **2000 North Street, Canon City, CO 81212**

of the County of **Fremont** and State of **Colorado**, grantee(s);

WITNESS, That the grantor(s), for and in consideration of the sum of Zero and Zero/100 DOLLARS (\$ 00.00), the receipt and sufficiency of which is hereby confessed and acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto the grantee(s), not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever all the right, title, interest, claim and demand which the said grantor(s) has in and to the following described lot(s) or parcel(s) of land, situate, lying and being in the County of **Fremont** and State of **Colorado** described as follows:

**Lot 1, T-K Processing Interior Lot Line Vacation, Fremont County, Colorado**

also known as

**1910 North Street, Canon City, Colorado 81212**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of the said grantor(s) either in law or equity, unto said grantee(s), the survivor of them, their assigns, and the heirs and assigns of such survivor forever. The singular number shall include plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor(s) has here unto set his/her hand and seal the date set forth above.

\_\_\_\_\_  
**Raymond W Stoner**

\_\_\_\_\_  
**Sharon A Stoner**

Signed, Sealed and Delivered in the Presence of

STATE OF **Colorado** } ss  
COUNTY OF **Fremont** } ss:

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

By

**Raymond W Stoner and Sharon A Stoner**

Notary Public

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

6732

WARRANTY DEED

THIS DEED, Made this 20th day of October, 2003, between DAVID L. BREWER AND DELLA M. BREWER

of the said County of FREMONT and State of COLORADO, grantor, and RAYMOND W. STONER AND SHARON A. STONER

STATE DOCUMENTARY FEE  
Date OCT 22 2003  
Amount \$ 7.32

DECLARATION ATTACHED

whose legal address is 2000 NORTH STREET, CANON CITY, CO 81212 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:

TRACT B, BRILEY-ADAMS BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE RECORDED PLAT THEREOF, FREMONT COUNTY, COLORADO.

also known by street and number as: 1910 NORTH STREET, CANON CITY, CO 81212

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the 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 2003 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.

DAVID L. BREWER

DELLA M. BREWER

State of COLORADO )  
 ) ss.  
County of FREMONT )

The foregoing instrument was acknowledged before me this 20th day of October by DAVID L. BREWER AND DELLA M. BREWER



My commission expires August 11, 2005. Witness my hand and official seal.

Notary Public

Prepared by:  
Vince Beane, 1906 North St, Cañon City, CO 81212, USA  
Parcel ID:  
99504104

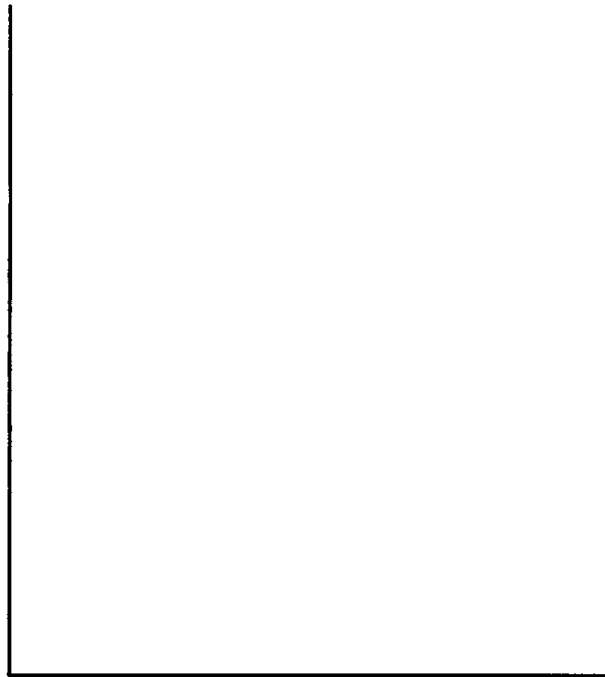
**Quitclaim Deed**

THIS DEED is dated July 11<sup>th</sup>,  
2023, between:

Vince Beane, not married, of 1906 North St, Cañon  
City, CO 81212, USA, (the "Grantor")

AND

Ray Stoner, of 2000 North St, Cañon City, CO 81212,  
USA and Sharon A. Stoner, of 2000 North St, Cañon  
City, CO 81212, USA, a married couple, (collectively  
the "Grantee")



WITNESS, that the Grantor, for and in consideration of the sum of \$ 10.<sup>00</sup>, the receipt and sufficiency of which is hereby acknowledged, remises, releases, and sells, as well as quitclaims, unto the Grantees, their heirs and assigns forever all the right, title, interest, claim and demand which the Grantor has in the real property, together with improvements, if any, situate, lying and in the County of Fremont of the State of Colorado, described as follows:

Lot 2, Red Canyon Heights Schedule No. 99504104

according to the recorded plat in the Office of the County Clerk and Recorder filed June 13, 2000.

This property is also known by street number as 1906 North St, Cañon City, CO 81212, USA.

---

Assessor's schedule or parcel number: 99504104.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges belonging on the property, or in anywise appertaining to the property, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee, and the Grantee's heirs and assigns forever.

IN WITNESS WHEREOF the Grantor has executed this deed on the day and year above written.

Signed in the presence of:



Witness signature



Vince Beane

Sharon A. Stoner

Witness name

**Grantor Acknowledgement**

STATE OF COLORADO

COUNTY OF Fremont

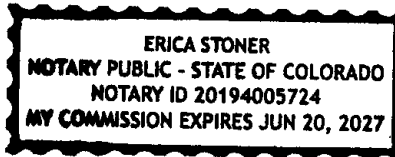
The foregoing instrument was acknowledged before me, Erica Stoner, this 11<sup>th</sup> day of JULY, 2023, by the Grantor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. ✓

Witness my hand and official seal.

My commission expires Jun 20, 2027

Erica Stoner  
Notary Public, the State of Colorado

County of Fremont





**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: \_\_\_\_\_
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: \_\_\_\_\_  
\_\_\_\_\_
4. What is the size of the existing parcel? \_\_\_\_\_  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: \_\_\_\_\_



If one or more, date this use was established: \_\_\_\_\_

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): \_\_\_\_\_

b. Lawn / garden watering, amount: \_\_\_\_\_  Acres ---  Square feet

c. Livestock watering:  Yes ---  No

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

d. Number of Employees per day: \_\_\_\_\_ Number of days open per year: \_\_\_\_\_

e. Number of Customers per day: \_\_\_\_\_ Number of days open per year: \_\_\_\_\_

f. Bed / Breakfast Customers per day: \_\_\_\_\_ 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*) \_\_\_\_\_

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

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: \_\_\_\_\_

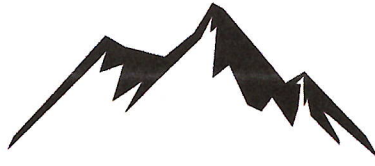
**By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.**

**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.**

Zachary Tracy, Zachary Tracy Signature, 7-27-2023 Date  
Applicant Printed Name

Raymond Stoner, Raymond Stoner Signature, 7/27/23 Date  
Property Owner Printed Name  
(If different from applicant)



# **Southern Colorado Engineering**

Professional Engineering Services

1109 Elkhorn Road \* Cotopaxi, Colorado \* 719-792-9771

## **Drainage Plan & Report**

1910 North Street

&

1906 North Street

Canon City, CO.

6/27/2023

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Showing subject property with flood hazard area	
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Drawing showing flood plain	
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**1. Purpose of Report;**

The owner (Jeffery Kessler) of the properties located at 1910 North Street, Canon City (approx. 1.30 acres) and 1906 North Street, Canon City (approx. 1.05 acres) intends to combine the two properties together and use them meat processing business. The properties are presently zoned agricultural and will need to be re-zoned to industrial to support this business.

At some time in the past the 1910 North Street property was a functioning meat packing business, however the business was closed down due to zoning and minimum property size requirements. Upon combining the properties and application/acceptance of the re-zoning request, the meat packing business will be re-opened.

Due to the application to change the zoning to industrial there is a requirement to provides a site drainage plan and report for the property.

Presently the owner does not intend any new structures or improvements to either property and subsequently this drainage plan will address on the existing structures on both properties and their impact on the historical discharge of stormwater for 10 year and 100 year events.

**2. General topography of the area;**

The subject properties are located in an agricultural area on the North side of Canon City. The area is outside the city limits and there are large parcels of open land with no residences located North and South of the properties. General drainage is to the South - South West.

The properties directly adjacent to the subject properties (East and West) consist of the same general plan (e.g. agricultural lots of 1 to 2 acres with individual homes on each lot).

Reference attachments D & E for specific USGS information of topography in the vicinity, and attachment B for aerial view of general use of the adjacent properties (e,g, vacant land, agricultural, residential, etc.).

**3. General description of property and existing drainage structures;**

It is the owner's intention to combine the lots presently designated as 1910 North Street and 1906 North Street into one property to serve as an industrial zoned meat packing business.

The Fremont County GIS System Parcel Viewer shows the following information for the subject properties;

1910 North Street is approximately 1.30 acre parcel

Account Number: R031550

Assessors Map No. 3821211001003

Assessors Schedule No. 99104505

Site Address: 1910 NORTH ST

Owner Name: STONER RAYMOND W & SHARON A

Subdivision: BRILEY ADAMS BLA

Legal Description Subd: Lot 8; THE 165.00 FT TO THE POB. REF FROM 190\_00\_110/125 MANUF #93000\_05\_824, PERSONAL PROPERTY ACCOUNT P156882

Zone District: AE

1906 North Street is approximately 1.05 acre parcel

Account Number: R033714

Assessors Map No. 3821211001015

Assessors Schedule No. 99504104

Site Address: 1906 NORTH ST

Owner Name: BEANE VINCE & SUE

Subdivision: RED CANYON HEIGHTS

Legal Description Subd: Subd: RED CANYON HEIGHTSLOT 2 REDCANYON HEIGHTS REF FROM  
991\_04\_504 MANUF #93000\_04\_430

Zone District: AE

Please reference the attachments for specific location and orientation of the properties.

Both sites have existing residences and outbuildings located on the properties. The remainder of the property is undeveloped and used for storage or other personal uses. The general slope of both of the properties is to the South – South West with a slope of approximately 2 ft of fall (elevation drop) per 100 ft of run (distance North – South). Reference also the topographical information of attachments C & D.

There is a large drainage ditch (approximately 8 ft deep and 30 ft wide) located on the adjacent property immediately South of the subject properties. This ditch appears to catch and route stormwater from at least five (5) of the North Street properties (including 1910 & 1906 North Street). This ditch subsequently turns South onto an undeveloped easement owned by Fremont County. It appears to continue South and is expected to tie to other drainage structure and eventually discharge to the Arkansas Rive.

**4. Stormwater discharge from the subject property:**

The stormwater discharges from the subject properties will be evaluated for each property separately below and their separate discharges that exceeds the historical flow from 10 and 100 year event will be combined for the design of a suitable structure to hold the combined flow of both properties in a single containment structure.

Southern Colorado Engineering has estimated the stormwater discharge from the **1910 North Street** property with respect to a 10-year and 100-year storm events and found the following;

Event	Rainfall Intensity (NOAA data)	Runoff flow (cfs & gpm)
10-Year	1.8" in 6 hr period (0.3"/hr)	0.17 cfs (76.8 gpm)
100-Year	3.53" in 6 hr period (0.6"/hr)	0.34 cfs (153.7 gpm)

This is based on "Rational Method" calculations that accounted for the following;

Area	Description	Coefficient of Runoff
5121 sq ft	Roof of buildings (impervious)	0.90
23537 sq ft	Gravel parking area	0.50
27592 sq ft	Unimproved/undisturbed native soil (including agricultural purposes)	0.30

Southern Colorado Engineering has estimated the stormwater discharge from the **1906 North Street** property with respect to a 10-year and 100-year storm events and found that the following;

Event	Rainfall Intensity (NOAA data)	Runoff flow (cfs & gpm)
10-Year	1.8" in 6 hr period (0.3"/hr)	0.11 cfs (47.4 gpm)
100-Year	3.53" in 6 hr period (0.6"/hr)	0.21 cfs (94.8 gpm)

This is based on "Rational Method" calculations that accounted for the following;

Area	Description	Coefficient of Runoff
2493 sq ft	Roof of buildings (impervious)	0.90
0 sq ft	Gravel parking area	0.50
43207 sq ft	Unimproved/undisturbed native soil (including agricultural purposes)	0.30

The rainfall event intensities were taken from NOAA data (National Oceanic and Atmospheric Administration). These values are also noted on the property plot plan attachment C Note 5.

Based upon the above, once the properties are combined (1910 North Street & 1906 North Street) the total stormwater flow in excess of historical runoff would be as follows;

Event	Rainfall Intensity (NOAA data)	Runoff flow (cfs & gpm from above)
10-Year	1.8" in 6 hr period (0.3"/hr)	0.17 + 0.11 = 0.28 cfs (124.2gpm)
100-Year	3.53" in 6 hr period (0.6"/hr)	0.34 + 0.21 = 0.55 cfs (248.5 gpm)

**5. Modifications to promote drainage of the property:**

The owner intends to provide for a catch basin to be located at the South West corner of the present 1906 North Street property. Berms and trenching as needed will be placed along the South side of both of the existing properties (1910 & 1906 North Street) such that stormwater flow will be diverted into the catch basin. These features described in section 8 below and noted on attachment C.

Note: The size of the catch basin (area) is to be maximized such that it can still be used for driveway, turnaround, etc. It is intended that the area be fully functional as a containment or detention pond, however it shall also be usable as a turnaround, driveway, etc. for the business.

**6. Proximity to Flood Plain:**

A review of information available from the Fremont County GIS System (FC Temporary Parcel Viewer) and FEMA website for the property have found that the property is located approximately 0.24 miles (1250 ft) from the nearest designated area of Flood hazard. Reference attachments A and B respectively.

## **7. Upstream Drainage Conditions:**

The inspection of the property noted a large drainage ditch just outside the South property line which presently provides for stormwater drainage for the subject properties and adjacent lots. The subject properties (and adjacent properties) presently slope to this ditch, which appears to have been constructed to provide drainage for the immediate area.

The North side of the property is bounded by North Street and the "borrow" ditches there presently divert any stormwater away from the North side of the property. Subsequently no flow is expected to enter the properties from the North side.

The property to the East of the subject properties presently slopes directly South and is also not expected to discharge onto the subject properties.

The property to the West of the subject properties also slopes away from the subject properties and is not expected to discharge onto the subject properties.

With respect to the above observations no consideration of stormwater flow from the adjacent properties has been considered in this report.

Reference also the topographic information attached in the appendices.

## **8. Stormwater Retention:**

Per the discussion in section 4, there is expected to be a stormwater discharge above the historical flow due to the existing building and gravel areas. Per Southern Colorado Engineering discussion with the Fremont County Engineer, even though the structures presently on the subject properties are already existing (no new structures or improvements are planned), by revising the zoning from agricultural to industrial, the existing structures impact to stormwater runoff must be accounted for.

Considering the above, a catch basin or retention pond of approximately the following minimum volume will be required;

6 hr event x 248.5 gpm x 60 min/hr = 89460 gallons

Dimensions of the actual pond to be constructed is at the owners discretion, however it will need to have a volume of at least 89460 gallons or 11960 cubic feet.

Examples of the required volume are as follows;

1 ft deep x 11960 sq ft (e.g. 110 ft x 110 ft x 1 ft deep)

2 ft deep x 5980 sq ft (e.g. 80 ft x 80 ft x 2 ft deep)

3 ft deep x 3987 sq ft (e.g. 63 ft x 63 ft x 3 ft deep)

Etc.

The catch basin noted in red on attachment C is approximately 140 ft x 80 ft x 2 ft deep (and is shown as an example only). This example is approximately 22,400 cubic ft or 167,552 gallons or about twice the minimum size required. At the owner's discretion the dimensions of the retention pond may be varied but the final volume is to be a minimum of 89,460 gallons.



## **9. Conclusions and Recommendations:**

The existing structures located on the properties at 1910 and 1906 North Street have been evaluated in this report for stormwater discharge in excess of historical flows for a 10 yr and 100 yr event. Although no new improvements are planned, the existing structures and previous improvements will cause an increase in the historical flow from the property.

Per Southern Colorado Engineering's discussion with the Fremont County Engineer, even though the structures presently on the subject properties are already existing, by revising the zoning from agricultural to industrial the existing structures impact to stormwater runoff must be accounted for.

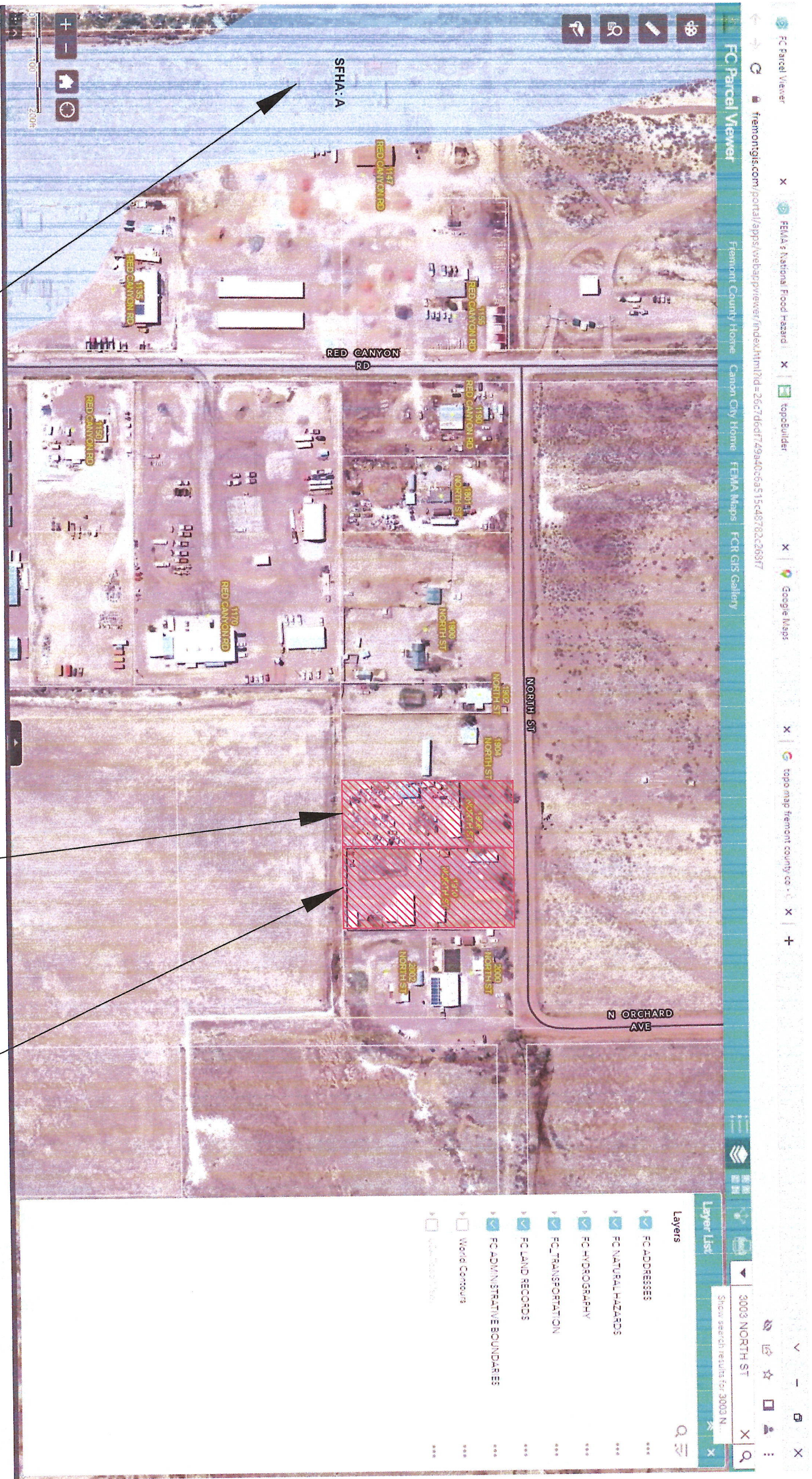
With respect to these requirements, a catch basin or retention pond as described in section 8 will need to be constructed on the property to retain the excess stormwater onsite for dissipation through ground seepage or evaporation.

With the addition of the retention structure described above there will be no increase in historical flow from the combined properties and the existing structures.

Any questions or concerns about this report may be directed to me at the address below.

Cary "Joe" Lovett, PE  
Southern Colorado Engineering LLC  
719-792-9771  
1109 Elkhorn Road  
Cotopaxi, Colorado 81223  
[joe.lovett@forgedunderthemountain.com](mailto:joe.lovett@forgedunderthemountain.com)

North



1% Annual Chance  
Flood Hazard

1906 North St  
Property

1910 North St  
Property

1910 North St, Canon City, Colorado 81212  
1906 North St, Canon City, Colorado 81212  
This drawing taken from Fremont County parcel viewer and shows the proximity of flood plain (1% annual chance flood hazard).

REVISION:	DATE:	REVISION:	DATE:	REVISION:	DATE:	DATE:	REV:	RELEASED FOR:	BY:

Attachment A  
Page 7 of 12  
Southern Colorado Engineering  
SC E-232-23

Jeffery Kessler  
1910 North St  
1906 North St  
Canon City, Colorado

LOCAL:  
DRAWN: Joe Lovett  
DATE: 6/27/2023  
SCALE:  
PROJECT NUMBER:  
SC E-232-23











1910 North St, Canon City, Colorado 81212  
 1906 North St, Canon City, Colorado 81212  
 GIS Markup of Adjacent Property Drainage

1906 North St Property  
 1910 North St Property

REVISION	DATE	REVISION	DATE	REVISION	DATE	DATE	REV	RELEASED FOR	BY

LOCAL DWG NO:	Jeffrey Kessler
DRAWN:	1910 North St
DATE:	1906 North St
APPROVED:	Canon City, Colorado
PROJECT NUMBER:	Attachment F
SCALE:	Page 12 of 12
LOCATION NUMBER:	Southern Colorado Engineering
PROJECT NUMBER:	SCE-237-23



## FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM

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

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

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

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

### APPLICANT INFORMATION

1. Project Name T-K Processing

2. Project Description  
Processing operation with office and caretaker quarters.

3. Type of application:

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

3. The subject property is located at:  
1910 North Street Canon City, Colorado 81212

Address and or General Location (*If general location only is used, it will be required that a legal description of the subject property be attached Marked as Exhibit 3.1*)  An exhibit is attached.

4. Fire protection will be provided in what manner and with what resources? Canon Fire Protection District



5. The source of water for fire protection is:  
 --- Water District – Name of District: Park Center  
 --- Well – Colorado Division of Water Resources Well Permit Number: \_\_\_\_\_  
 Is the well approved for fire protection?  Yes ---  No Please explain: \_\_\_\_\_  
 --- Cistern – What is the cistern capacity? \_\_\_\_\_ Gallons – What is the water source for filling the cistern? \_\_\_\_\_
6. What is the distance from the subject property to the nearest fire hydrant? \_\_\_\_\_  
Approx. 165 feet
7. What public roadways provide access to the subject property? \_\_\_\_\_  
North Street east of Red Canyon and west of North Orchard
8. How many accesses to public roadways will the subject property have? \_\_\_\_\_  
2
9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access?  Yes ---  No Please explain by providing right-of-way and surface widths, length of roadway, surface types for all interior existing and proposed roadways and turning radii for cul-de-sacs. Driveways are existing.
10. What are the existing and or proposed interior roadway names? \_\_\_\_\_  
N/A
11. Is the subject property located within a fire protection district?  Yes ---  No  
 If yes, please provide the district name: Canon City Fire District  
*If the subject property is not located within a fire protection district please answer the following questions and the form will be considered completed for submittal. If the subject property is located within a fire protection district then answers to the following will not be required, however the remainder of the form shall be addressed by a representative of the fire protection district in which the subject property is located.*
- a. What is the name of the fire protection district closest to the subject property? \_\_\_\_\_  
Canon City Fire District
- b. What is the distance from the subject property to the nearest fire protection district boundary? \_\_\_\_\_  
Unknown
- c. Is it logical and feasible to annex the subject property to a fire protection district?  
 Yes -----  No Please explain: \_\_\_\_\_

d. What types of fire protection improvements are proposed for the subject property and or structures to be housed on the property? Please explain: \_\_\_\_\_  
NONE

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

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

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

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

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

Zachary Tracy  
Applicant Printed Name

Zachary Tracy  
Signature

7-27-2023  
Date

Raymond Stoner  
Owner Printed Name

Raymond Stoner  
Signature

7/27/23  
Date

**FIRE PROTECTION AUTHORITY INFORMATION**

1. The name of the fire protection authority is: Canon City Fire District
2. Name of contact person: Austin Breuninger  
Title: Life Safety Officer Telephone: 719.275.8666
3. The name and address of the responding fire station is: 1475 N 15<sup>TH</sup> ST
4. The distance from the subject property, by public roadway, to the responding fire station is: 1.6 mile
5. The estimated response time to the subject property is: 4 minutes
6. The location of the closest fire hydrant to the subject property is: 400 Feet
7. Is the existing hydrant size and location adequate for the existing neighborhood and the proposed development?  Yes ---  No Please explain: \_\_\_\_\_
8. Are the existing public roadways accessing the subject property adequate for fire vehicle access?  Yes ---  No Please explain: \_\_\_\_\_
9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access?  Yes ---  No Please explain: \_\_\_\_\_
10. Are the proposed fire protection measures adequate for any existing or proposed structures to be housed on the subject property?  Yes ---  No Please explain: \_\_\_\_\_
11. What are the wildfire hazard classifications for the subject property, as prepared by the Colorado State Forest Service? moderate

12. Recommendations concerning fire protection in general, fire protection improvements, suggested road names, for this project are as follows: **NOTE:** Be sure to list type, size and location of improvements recommended (i.e.; hydrants, water lines, cisterns, dry hydrants, roadway improvements, etc.). **Please indicate whether recommendations or requirements are the result of codes or regulations, and provide supporting information which will assist the Planning Commission and the Board of County Commissioners to determine whether to adopt any or all of the recommendations as requirements of the permit.**

Add (1) 2 A10 BC multi purpose fire extinguisher  
to business building  
each

ASB  
Signature and title of Authorized Fire Protection Representative

19 July 2023  
Date

# **Operation and Waste Plan**

## **T-K Processing**

## 1.0 Introduction

This Operation and Waste Plan (OWP) is being prepared to bring clarity to the day to day operation of T-K Processing and, and the disposal methods of animal by products and wastewater.

## 2.0 Process Operation

T-K processing currently operates under a custom exempt meat processing license processing domestic and wild game animals. Poultry and reptile meat is not processed in this facility at any time. All finished products from this facility are marked Not For Sale as there is not currently a USDA License in place. Verification of brands and hunting licenses is required throughout the process.

In cases of domestic game, T-K Processing will receive the animal that same day it is to be slaughtered. The animal will not be retained longer than 4 hours prior to slaughter. The animal is then led into the holding chute where it is dispatched utilizing a 22 magnum or pneumatic bolt gun. (The slaughter method is circumstantial based on the type and size of the animal) The animal will then be hung to be drained of blood and have the internal organs and hide removed. The animal is then quartered and placed in the cooler to be weighed and processed once temperature of the meet is at or below 40 degrees Fahrenheit.

In cases of wild game, T-K Processing will receive the animal at the rollup door at the receiving bay. The animal will then be hung and if needed have the hide and internal organs removed. The animal will then be weighed and stored in a separate cooler from the domestic game animals. The animal will be processed once the temperature of the meat is at or below 40 degrees Fahrenheit.

## 3.0 Animal Byproducts and Wastewater

### 3.1 Animal Byproducts

During the slaughtering and processing of domestic and wild game animals, numerous animal byproducts are produced as waste. This includes (not limited to) animal hides/ hair, fats, internal organs, bone, inedible meats, and blood. During the processing and slaughter process, these above listed byproducts will be retained in bags and marked with a green denatured ink prior to being disposed of in a waste receptacle that is rated and approved for such products (Receptacle is provided by Twin Environmental Services) All bags will be marked NOT FOR HUMAN CONSUMPTION prior to be placed in the waste receptacle. Twin Environmental will then retrieve this waste and it will be disposed of in the appropriate location of the landfill.

### 3.2 Wastewater

T-K Processing deals with two types of wastewater, industrial wastewater and domestic wastewater.

Industrial wastewater is created from the slaughter, processing, of animals and sanitization of equipment. The water is collected through floor drains in the cooler, freezer, processing floor, and slaughter room. These drains are piped to an underground concrete holding vault. Once full, the vault will be pumped out by a contractor and the wastewater transported to the Twin Environmental landfill where it will be disposed of in the appropriate area that has been designated and treated to receive such wastewater

Domestic wastewater will be produced from the office building, watchman's quarters, and facility restroom. This waste is produced from restrooms, sinks, and household appliances. This waste is piped to a septic tank and infiltrator style leech field.

Wastewater will not be produced from areas that are designated as storage

# Flow Diagram





Watchman's Quarters

Office Building

Septic Tank

Processing Facility

Leech Field

Holding Vault

1906

**R018512**

HOPKINS BRIAN K & AUDRA L  
1801 NORTH STREET  
CANON CITY, CO 81212-8419

**R018088**

PATRICK JAMIE LYNANN  
826 SEQUOIA DR  
COLORADO SPRINGS, CO 80910-3216

**R034440**

BUSCH GENE L & KIMBERLY K  
1902 NORTH ST  
CANON CITY, CO 81212-8402

**R033713 R027599 R027600**

STONER RAY & SHARON  
2000 NORTH ST  
CANON CITY, CO 81212-8844

**R040183 R017696 R040181 R040180 R040182**

J P JEAN LTD  
P O BOX 132  
CANON CITY, CO 81215-0132

**R019307**

FREMONT COUNTY  
615 MACON AVE #105  
CANON CITY, CO 81212-3390

**R019316**

DRAKE ROBERT G & EDITH A  
1150 RED CANYON RD  
CANON CITY, CO 81212-8822

**R018042**

ROYAL GORGE GUN & PISTOL CLUB  
P O BOX 792  
CANON CITY, CO 81215-0792

686871 10/14/1998 12:45P B1342 P228 319  
1 of 1 R 6.00 D 0.00 N 0.00 FREMONT COUNTY, CO

12:45  
6.00  
319

# QUIT CLAIM DEED

(STATUTORY FORM)

Know all Men by these Presents, That DAVID L. BREWER AND DELLA M. BREWER

of the County of FREMONT and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to VINCE BEANE AND SUE BEANE \* in Joint Tenancy\*, of the County of FREMONT and state of Colorado, whose mailing address is 1906 NORTH STREET CANON CITY, CO, the following Real Property situated in the County of FREMONT and State of Colorado, (Assessor's Schedule Number \_\_\_\_\_) to wit:

LOT 2, RED CANYON HEIGHTS ACCORDING TO THE PLAT FILED JANUARY 4, 1995 UNDER RECEPTION NO. 627561, FREMONT COUNTY, COLORADO.

1053

STATE DOCUMENTARY FEE  
Date OCT 14 1998  
Amount \$ — 0 —

with all its appurtenances subject to

Signed and delivered this 9TH day of OCTOBER 1998.

David L. Brewer  
DAVID L. BREWER  
Deella M. Brewer  
DELLA M BREWER

STATE OF COLORADO  
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 9TH day of OCTOBER 1998, by DAVID L. BREWER AND DELLA M. BREWER

My commission expires: September 2002.

Witness my Hand and Official Seal:  
Kessa Yoder  
Notary Public



STATE OF COLORADO  
COUNTY OF Fremont





## Fremont County Department of Planning and Zoning Roadway Impact Analysis Form

This form shall be used in conjunction with any applications submitted in accordance with Section 8 of the Fremont County Zoning Resolution and or Section VI of the Fremont County Subdivision Regulations. This form is considered a minimum application submittal item and shall be required to be provided at the time of application submittal. This form is intended to provide the minimum items that must be addressed in the roadway impact analysis. The form can be expanded or attachments can be made to further address the roadway impact of the proposed use. **If the estimated average daily traffic increase is less than thirty (30) vehicle trips per day (one trip to be considered as a single or one-direction vehicle movement with either the origin or the destination [exiting or entering] inside the subject property) as per the Institute of Transportation Engineers, Trip Generation Handbook, Second Edition or subsequent editions for the entire development, as estimated by the project engineer, then a Roadway Impact Analysis will not be required to be completed by an engineer. In such situations other minimum items shall be addressed by the applicant.**

1. Project Name \_\_\_\_\_

2. Type of application:

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

3. Engineer: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: ( ) \_\_\_\_\_ Facsimile #: ( ) \_\_\_\_\_ Email \_\_\_\_\_

4. Provide a detailed description of the proposed use: \_\_\_\_\_

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

5. Provide the estimated average daily traffic to be generated by the proposed use(s), using the Institute of Transportation Engineers, Trip Generation Handbook, Second Edition or subsequent editions. The estimated volumes of traffic to be generated by the proposed use(s) shall include as a minimum, the average weekday traffic volume and the peak-hour (*morning and afternoon*) traffic volumes. Specify the number of trips in each category. **(one trip to be considered as a single or one-direction vehicle movement with either the origin or the destination [exiting or entering] inside the subject property)**

Residential: \_\_\_\_\_ daily, \_\_\_\_\_ peak-hour am, \_\_\_\_\_ peak-hour pm \_\_\_\_\_

Employee: \_\_\_\_\_ daily, \_\_\_\_\_ peak-hour am, \_\_\_\_\_ peak-hour pm \_\_\_\_\_

Customer: \_\_\_\_\_ daily, \_\_\_\_\_ peak-hour am, \_\_\_\_\_ peak-hour pm

Truck generated by the proposed use: \_\_\_\_\_ daily, \_\_\_\_\_ peak-hour am, \_\_\_\_\_ peak-hour pm

Delivery – required by the use: \_\_\_\_\_ daily, \_\_\_\_\_ peak-hour am, \_\_\_\_\_ peak-hour pm

Total Vehicle Trips: \_\_\_\_\_ daily, \_\_\_\_\_ peak-hour am, \_\_\_\_\_ peak-hour pm

I certify that based on the proposed use(s) the total vehicle trips using the Institute of Transportation Engineers, Trip Generation Handbook, Second Edition or subsequent editions will average less than thirty (30) trips per day based on any fourteen (14) day time frame.

\_\_\_\_\_ Date \_\_\_\_\_ Seal

Colorado Licensed Professional Engineer

***If the above has been certified, then the applicant can complete the form and acknowledge it. If completed by the applicant only the questions marked by asterisk (\*) are required to be answered.***

**NOTE:** If the additional information provided warrants improvements to the roadway system, even though the traffic generated by the proposed use is less than thirty (30) trips per day, such improvements will be required. If in the future the use exceeds an average of thirty (30) trips per day a complete analysis could be required.

6. \*What is the general location of the subject property? \_\_\_\_\_

\_\_\_\_\_

7. \*What are the names and/or the numbers of the public roadways that serve the site? \_\_\_\_\_

\_\_\_\_\_

Provide a site plan drawing that shows the subject property, its proposed access points and all public roadways within a one-half (1/2) mile radius of the subject property, marked as Exhibit 7.1.  An exhibit has been attached.

8. \*What is the classification, according to the Fremont County Master Plan, of the roadway from which the project site will gain access to the public transportation system?

Expressway or Freeway ---  Major Arterial ---  Arterial ---  Collector ---  Local

9. \*Do the roadways in question lie within a three (3) mile radius of any incorporated town or city limits or the boundary of another County?  Yes ---  No

If yes, provide the name(s) of the jurisdiction(s): \_\_\_\_\_

In addition if a new roadway is to be constructed, how will it comply with the transportation plan in effect for the municipality? \_\_\_\_\_

\_\_\_\_\_

10. \*Will this project require a Fremont County Driveway Access Permit or a Colorado Department of Transportation (CDOT) State Highway Access Permit?  Yes ---  No

Please explain: \_\_\_\_\_

\_\_\_\_\_

11. \*Will the project require construction of, or improvement to any roadway maintained by the CDOT?  
 Yes ---  No  
If yes, will the proposed construction or improvement be in compliance with CDOT's "5 Year Transportation Plan"?  Yes ---  No Please Explain \_\_\_\_\_

Has CDOT required that the applicant provide a traffic study?  Yes ---  No  
If yes, a copy of the study shall be attached to this application, marked as Exhibit 11.1.  An exhibit has been attached.

12. \*Will the project require construction of, or improvement to any roadway currently maintained or proposed to be maintained by the County?  Yes ---  No  
If yes, what would be the social, economic, land use, safety and environmental impacts and effects of the new roadway on the existing transportation system and neighborhood? \_\_\_\_\_

13. \*Are any roadways proposed to be vacated or closed in conjunction with the proposed project?   
Yes ---  No  
If yes, please explain. \_\_\_\_\_

14. \*Is the proposed project site adjacent to or viewable from any portion of the Gold Belt Tour Scenic Byway or other scenic corridor designated by the Master Plan?  Yes ---  No  
If yes, identify the byway and or scenic corridor: \_\_\_\_\_  
If yes, explain how the scenic quality will be affected by the proposed project. \_\_\_\_\_

If yes, what measures will be taken to not have a negative impact on the byway and or scenic corridor? \_\_\_\_\_

15. \*Will the proposed project gain access to the public transportation system via 3<sup>rd</sup>, 9<sup>th</sup>, K and or R Streets in the Penrose-Beaver Park Area of the County?  Yes ---  No

16. \*Does the subject property have frontage on a public roadway?  Yes ---  No  
If answered no, then documentation evidencing a "right of access" to the subject property for the proposed use shall be attached marked as Exhibit 16.1.  An exhibit has been attached. If answered no, then please explain what the right of access consists of: \_\_\_\_\_

17. \*What is the right-of-way width of the public roadway(s) that serve the site? \_\_\_\_\_

18. \*What is the surface type of the public roadway(s) that serve the site? \_\_\_\_\_

19. \*What is the surface width of the public roadway(s) that serve the site? \_\_\_\_\_

\_\_\_\_\_

20. \*What are the existing drainage facilities for the public roadway(s) that serve the site? \_\_\_\_\_

\_\_\_\_\_

21. \*Does the public roadway(s) that serves the site have curb and gutter?  Yes ---  No

If answered yes, what is the type of curb and gutter? \_\_\_\_\_

\_\_\_\_\_

22. \*Does the public roadway(s) that serves the site have adjacent sidewalks or other pedestrian ways?

Yes ---  No

If answered yes, what is the width(s) and surface type(s)? \_\_\_\_\_

\_\_\_\_\_

23. \*How many access points will the subject property have to public roadways? \_\_\_\_\_

\_\_\_\_\_

24. \*Will the proposed roadways that access the public roadways intersect the public roadways other than at perpendicular?  Yes ---  No

If answered yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

25. \*What are the sight distances, in all directions, from the subject property access point(s) along the public roadway that serves the site? (*mark and provide distance for each that is applicable*)

Northerly, site distance: \_\_\_\_\_  Southerly, site distance: \_\_\_\_\_

Easterly, site distance: \_\_\_\_\_  Westerly, site distance: \_\_\_\_\_

26. \*What are the distances from the subject property access point(s), in all directions, to the nearest intersection with another public roadway along the public roadway that serves the site? (*mark and provide distance for each that is applicable*)

Northerly, distance: \_\_\_\_\_  Southerly, distance: \_\_\_\_\_

Easterly, distance: \_\_\_\_\_  Westerly, distance: \_\_\_\_\_

27. \*What are the distances from the subject property access point(s), in all directions, to the nearest driveway(s) along the public roadway that serves the site? (*mark and provide distance for each that is applicable*)

Northerly, distance: \_\_\_\_\_  Southerly, distance: \_\_\_\_\_

Easterly, distance: \_\_\_\_\_  Westerly, distance: \_\_\_\_\_

28. \*What are the distances from the subject property access point(s), in all directions, to the nearest blind curve(s) along the public roadway that serves the site? (*mark and provide distance for each that is applicable*)

Northerly, distance: \_\_\_\_\_  Southerly, distance: \_\_\_\_\_

Easterly, distance: \_\_\_\_\_  Westerly, distance: \_\_\_\_\_



29. \*What are the distances from the subject property access point(s), in all directions, to the nearest blind hill(s) along the public roadway that serves the site? (mark and provide distance for each that is applicable)

Northerly, distance: \_\_\_\_\_  Southerly, distance: \_\_\_\_\_  
 Easterly, distance: \_\_\_\_\_  Westerly, distance: \_\_\_\_\_

30. \*Identify any and all hazardous conditions with regard to the public roadway(s) that provide access to the subject property in the general area of the subject property: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
If the public roadway(s) that currently serve the subject property have any hazardous conditions, then recommendations shall be made for improvements that will decrease the hazardous conditions on the public roadway(s): \_\_\_\_\_

31. \*Explain what effect the proposed use will have on the existing traffic in the neighborhood. If no change is expected, please explain why no change is expected: \_\_\_\_\_

32. \*Will the proposed use, due to the increase in traffic or the type of vehicle traffic generated by the proposed use, change the level and or type of required maintenance for the public roadway(s) that serve the site?  Yes ---  No, (please explain) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
If the proposed use, due to the increase in traffic or the type of vehicle traffic generated by the proposed use, changes the level and or type of required maintenance for the public roadway(s) that serve the site, then recommendations shall be made that would lessen the maintenance impact for the entity in control of maintenance of the public roadway(s): \_\_\_\_\_

**Note:** If improvements are required, it may be mandatory that such improvement be installed prior to final approval of the application.

33. \*Are new roadways proposed to be constructed, on or off site, in association with the proposed project?  Yes ---  No If yes, provide evidence that the roadways will be constructed to conform to natural contours in order to minimize soil disturbance, cut and fills, protect drainageways and not create to unstable slopes. \_\_\_\_\_

34. Provide an analysis of the existing traffic volumes on the adjacent roadway system, including the average weekday traffic (*vehicles per day*) and the weekday peak-hour traffic (*vehicles per hour – am and pm*), showing the dates and times of traffic counts or source utilized for traffic volume counts. Determine the existing level of service or percentage of roadway capacity currently in use.

Roadway name or # \_\_\_\_\_ average weekday traffic \_\_\_\_\_  
Weekday peak-hour traffic \_\_\_\_\_ am \_\_\_\_\_ dates \_\_\_\_\_ times  
Weekday peak-hour traffic \_\_\_\_\_ pm \_\_\_\_\_ dates \_\_\_\_\_ times  
Current level of service - % of roadway in use \_\_\_\_\_

---

Roadway name or # \_\_\_\_\_ average weekday traffic \_\_\_\_\_  
Weekday peak-hour traffic \_\_\_\_\_ am \_\_\_\_\_ dates \_\_\_\_\_ times  
Weekday peak-hour traffic \_\_\_\_\_ pm \_\_\_\_\_ dates \_\_\_\_\_ times  
Current level of service / % of roadway in use \_\_\_\_\_

---

Roadway name or # \_\_\_\_\_ average weekday traffic \_\_\_\_\_  
Weekday peak-hour traffic \_\_\_\_\_ am \_\_\_\_\_ dates \_\_\_\_\_ times  
Weekday peak-hour traffic \_\_\_\_\_ pm \_\_\_\_\_ dates \_\_\_\_\_ times  
Current level of service / % of roadway in use \_\_\_\_\_

---

35. Provide an estimate of the probable traffic directional distribution from and to the subject property based on the proposed use(s) and assignment of the estimated traffic volumes to the adjacent roadway network. Estimate the future background and resulting total traffic volumes (*including the estimated generated traffic due to the proposed use*) on the adjacent roadway system for a twenty (20) year design period, showing volumes for both left and right turn movements as well as through traffic. \_\_\_\_\_

---

---

36. Determine the projected future levels of service or percentage of roadway capacity to be in use at the subject property's access points and key adjacent intersections. Provide recommendations for street and access improvements if any portions of the roadways do not have the capacity to accept the additional estimated traffic volumes. All necessary improvements will be required to be designed, completed and accepted by the County prior to any final action regarding the application.

---

---

---

---

37. Please provide any additional information considered by the Certifying Engineer to be pertinent to the roadway impact in association with the proposed project: \_\_\_\_\_

NONE

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

I hereby certify that the foregoing information was prepared by myself or under my direct supervision and is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Colorado Licensed Professional Engineer

Date \_\_\_\_\_

SEAL

If not completed by an Engineer, then the following acknowledgement shall be signed by the applicant and/or owner.

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

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

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

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

Zachary Tracy  
Applicant Printed Name

Zachary Tracy  
Signature

7-27-2023  
Date

Raymond Storer  
Owner Printed Name

Raymond Storer  
Signature

7/27/23  
Date

# T-K PROCESSING ZONE CHANGE REQUEST

## Special Review Use Permit

### A Zone Change from Agricultural Estates to Industrial Zone District

of Lot 1, T-K Processing a Lot Line Vacation of Tract B, Briarly Adams BLA and Lot 2, Red Canyon Heights in the NE 1/4 NE 1/4 Section 21, Township 18 South, Range 70 West of the 6th P.M.,

Fremont County, Colorado.

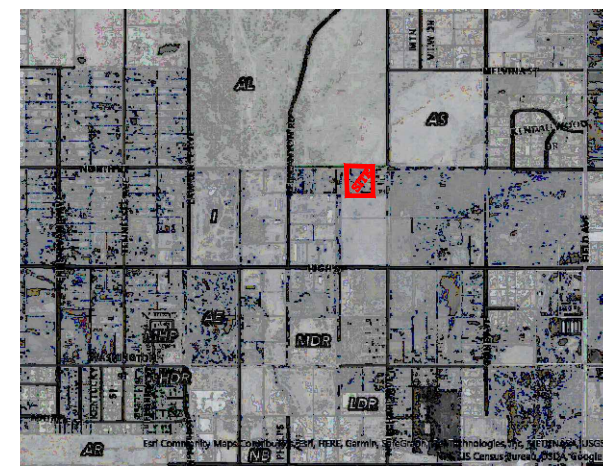
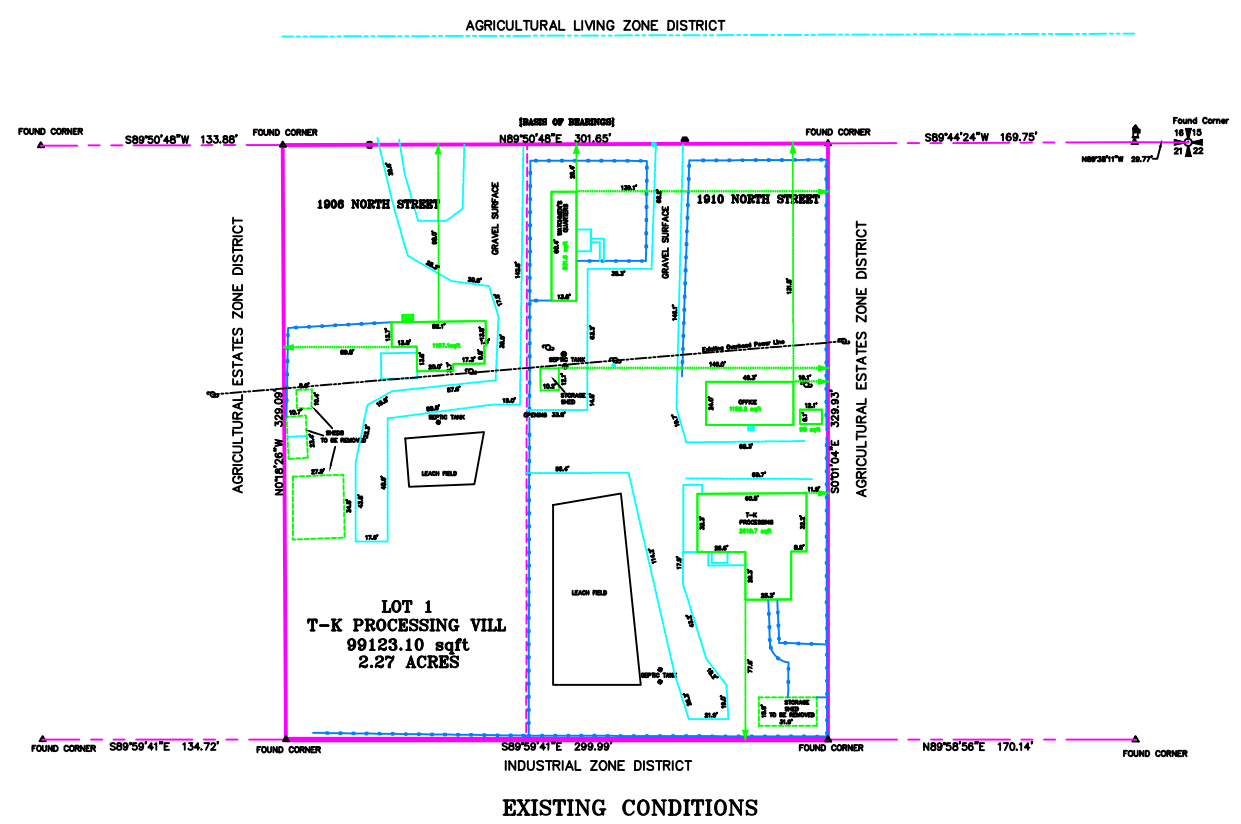
TO ALLOW FOR A MEAT PROCESSING-SLAUGHTERING OPERATION  
FINAL DEVELOPMENT PLAN



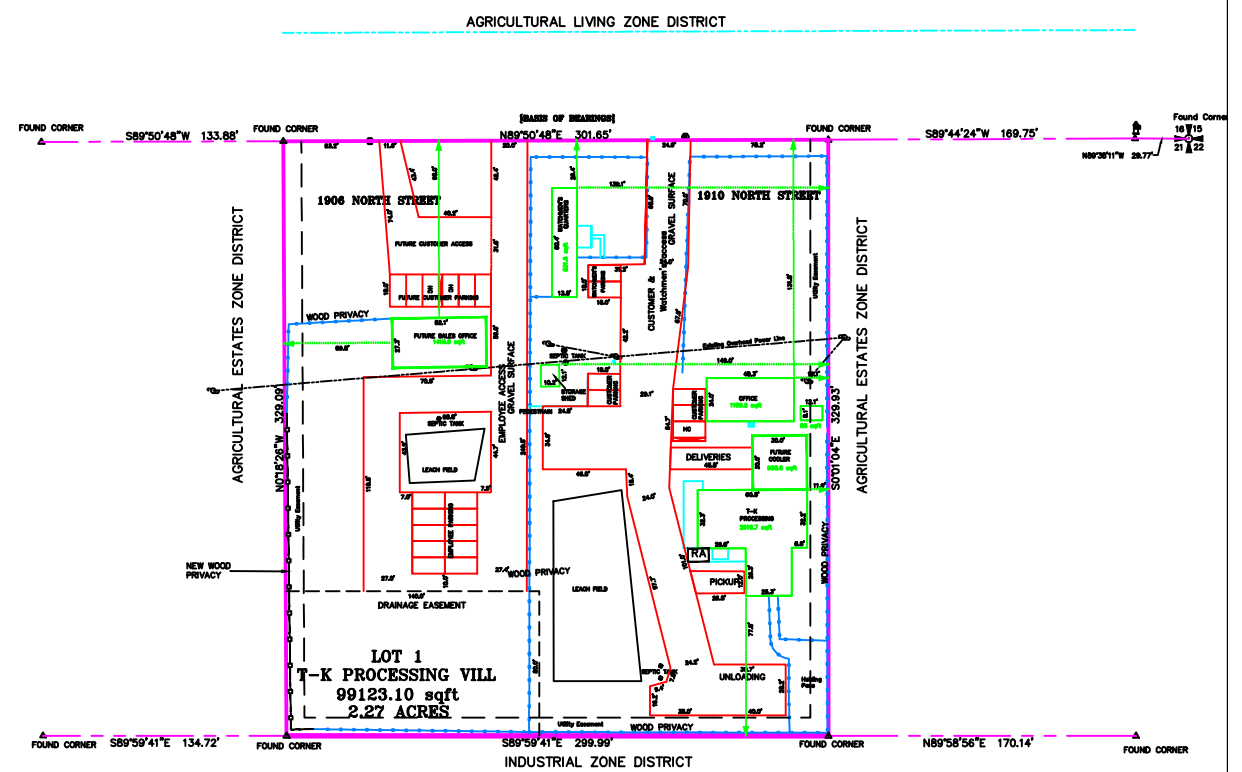
- LEGEND:**
- SPECIAL REVIEW USE BOUNDARY
  - ADJACENT PROPERTIES
  - NORTH STREET
  - FENCE
  - BUILDINGS TO STAY
  - BUILDINGS TO BE REMOVED
  - POWER LINE
  - PARKING
  - DRIVEWAY
  - ROAD RIGHT OF WAY
  - DRAINAGE EASEMENT
  - FOUND PROPERTY CORNERS
  - FIRE HYDRANT
  - SEPTIC
  - WATER METER
  - GAS METER
  - RA REFUSE AREA

**PROPERTY DESCRIPTION:**  
CURRENT:  
TRACT 1  
Lot 2, Red Canyon Heights,  
County of Fremont, State of Colorado  
1.01 Acres  
TRACT 2  
Tract B Briarly-Adams Boundary Line Adjustment,  
according to the recorded Plat thereof,  
County of Fremont, State of Colorado  
1.26 Acres  
Total - 2.27 Acres  
**WILL BE KNOWN AS:**  
LOT 1, T-K PROCESSING INTERIOR LOT LINE VACATION  
FREMONT COUNTY, COLORADO.

EXISTING TO STAY		
T-K PROCESSING	2819.7sqft	15.3'HIGH
OFFICE	1159.2sqft	12.4'HIGH
WATCHMAN'S	831.6sqft	11.8'HIGH
2 STORAGE SHEDS	246.7sqft	10.3'HIGH
FUTURE		
COOLER	900.0sqft	16'HIGH MAX
SALES OFFICE	1420.0sqft	12'HIGH MAX
TO BE REMOVED		
SHED	89.0sqft	TAKE DOWN
SHED	250.4sqft	TAKE DOWN
SHED	970.9sqft	TAKE DOWN
STORAGE SHED	188.0sqft	TAKE DOWN

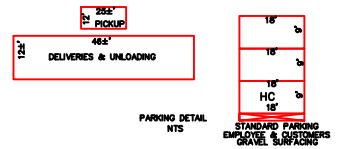


VICINITY MAP  
NTS



FINAL DEVELOPMENT PLAN

**OPERATIONS**  
DAYLIGHT (6:00am) TO DARK (8:00pm)  
5.5 DAYS PER WEEK  
5 TO 10 ANIMALS PER DAY  
10± EMPLOYEES  
5 TO 10 CUSTOMERS PER DAY  
300 DAYS PER YEAR



**NOTES:**  
The buildings to remain are as labeled. The buildings to be removed are as labeled with a dashed line.  
UTILITY easements are per T-K Processing Vacation of Interior Lot Line  
Per FEMA flood map panel 080430000E no portion of this property lies within a designated flood plain.  
There are no significant natural features existing upon this property.  
Drainage facilities are as labeled per drainage plan provided.

DRAWN BY: **EJH**  
FILENAME: 2023154NORTHSTREET  
DATES(S): 07/14/2023 10/10/2023

Client: T-K Processing  
1910 North Street  
Canon City, Colorado 81212

**NOTICE:**  
According to Colorado law you must commence any legal action based on any defect in this survey within three years after you find a clerical error or defect in an error that may affect the date of certification shown herein.  
Any person who knowingly removes, alters or defaces any Public Land Survey Monument or monument for Colorado State Statute 16-4800C, of the Colorado Revised Statutes  
**LINEAL UNITS**  
Linear units = U.S. Survey feet = 1.007 = 12 inches

**Crown Point Land Services**  
719-275-5005 Office 391 Arrowhead Drive  
P.O. Box 749 Florissant, CO 80816  
Canon City, CO 81215-0749 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. 2087561-10 prepared by Stewart Title Company, dated July 18, 2023

**BASIS OF BEARINGS:**  
Bearings are based on G.P.S. observation on the NORTH line of Lot 1 as being N 89°50'48" E. Both corners being a FOUND REBAR NO CAP.

# T-K PROCESSING ZONE CHANGE REQUEST

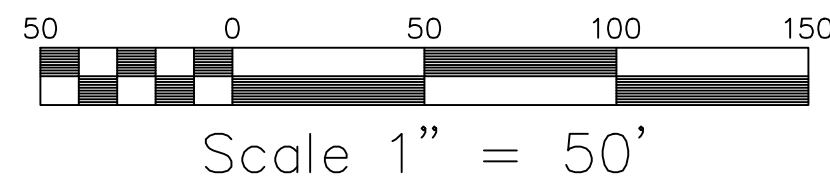
## Special Review Use Permit

### A Zone Change from Agricultural Estates to Industrial Zone District

of Lot 1, T-K Processing a Lot Line Vacation of Tract B, Briarly Adams BLA and Lot 2, Red Canyon Heights in the NE 1/4 NE 1/4 Section 21, Township 18 South, Range 70 West of the 6th P.M.,

Fremont County, Colorado.

### TO ALLOW FOR A MEAT PROCESSING-SLAUGHTERING OPERATION FINAL DEVELOPMENT PLAN



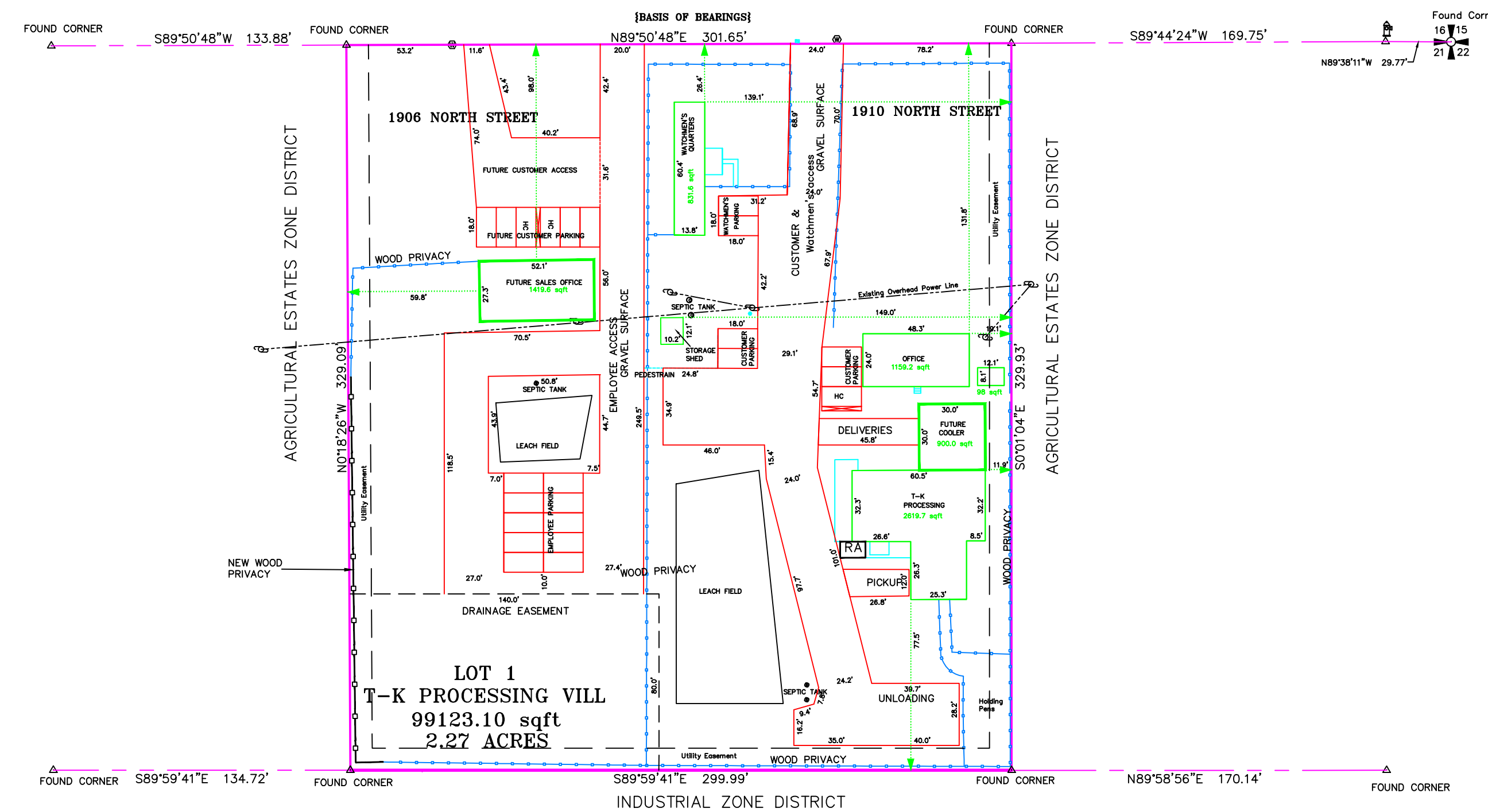
#### LEGEND:

- SPECIAL REVIEW USE BOUNDARY
- ADJACENT PROPERTIES
- NORTH STREET
- FENCE
- BUILDINGS TO STAY
- BUILDINGS TO BE REMOVED
- POWER LINE
- PARKING
- DRIVEWAY
- ROAD RIGHT OF WAY
- DRAINAGE EASEMENT
- FOUND PROPERTY CORNERS
- FIRE HYDRANT
- SEPTIC
- WATER METER
- GAS METER
- RA REFUSE AREA

**PROPERTY DESCRIPTION:**  
**CURRENT:**  
 TRACT 1  
 Lot 2, Red Canyon Heights,  
 County of Fremont, State of Colorado  
 1.01 Acres  
 TRACT 2  
 Tract B Briarly-Adams Boundary Line Adjustment,  
 according to the recorded Plat thereof,  
 County of Fremont, State of Colorado  
 1.26 Acres  
 Total - 2.27 Acres  
**WILL BE KNOWN AS:**  
**LOT 1, T-K PROCESSING INTERIOR LOT LINE VACATION**  
**FREMONT COUNTY, COLORADO.**

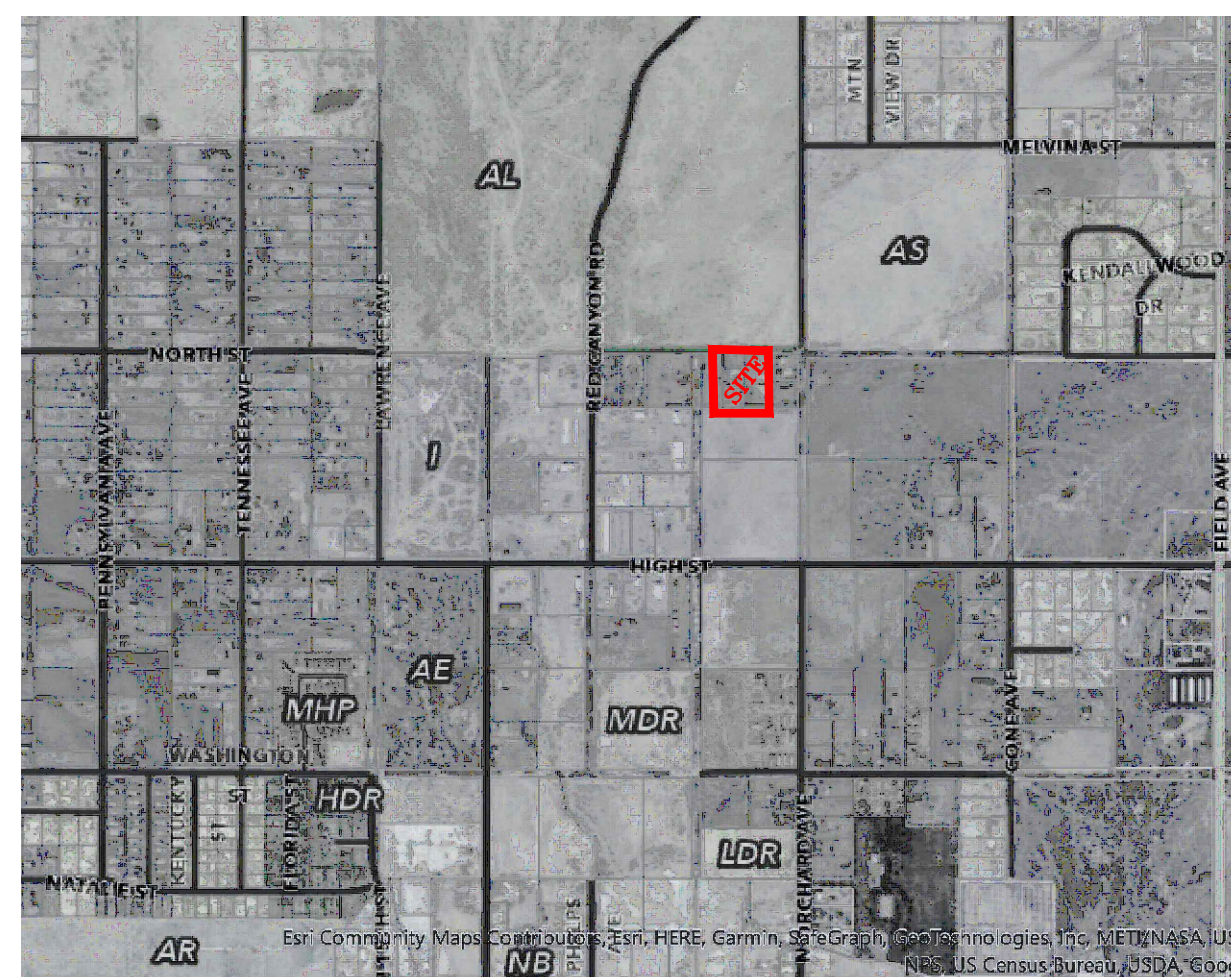
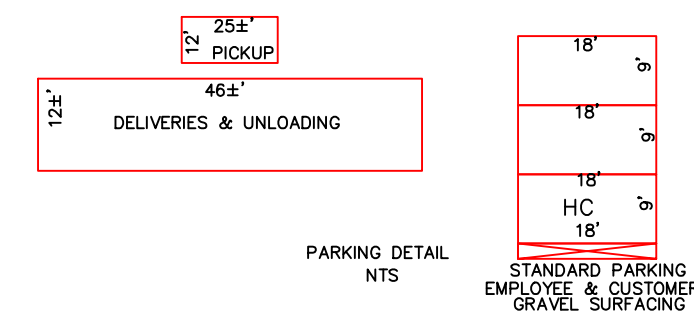
EXISTING TO STAY	Area	Height
T-K PROCESSING	2619.7sqft	15.3'HIGH
OFFICE	1159.2sqft	12.4'HIGH
WATCHMAN'S	831.6sqft	11.8'HIGH
2 STORAGE SHEDS	246.7sqft	10.3'HIGH
<b>FUTURE</b>		
COOLER	900.0sqft	16'HIGH MAX
SALES OFFICE	1420.0sqft	12'HIGH MAX
<b>TO BE REMOVED</b>		
SHED	89.0sqft	TAKE DOWN
SHED	250.4sqft	TAKE DOWN
SHED	970.9sqft	TAKE DOWN
STORAGE SHED	188.0sqft	TAKE DOWN

AGRICULTURAL LIVING ZONE DISTRICT



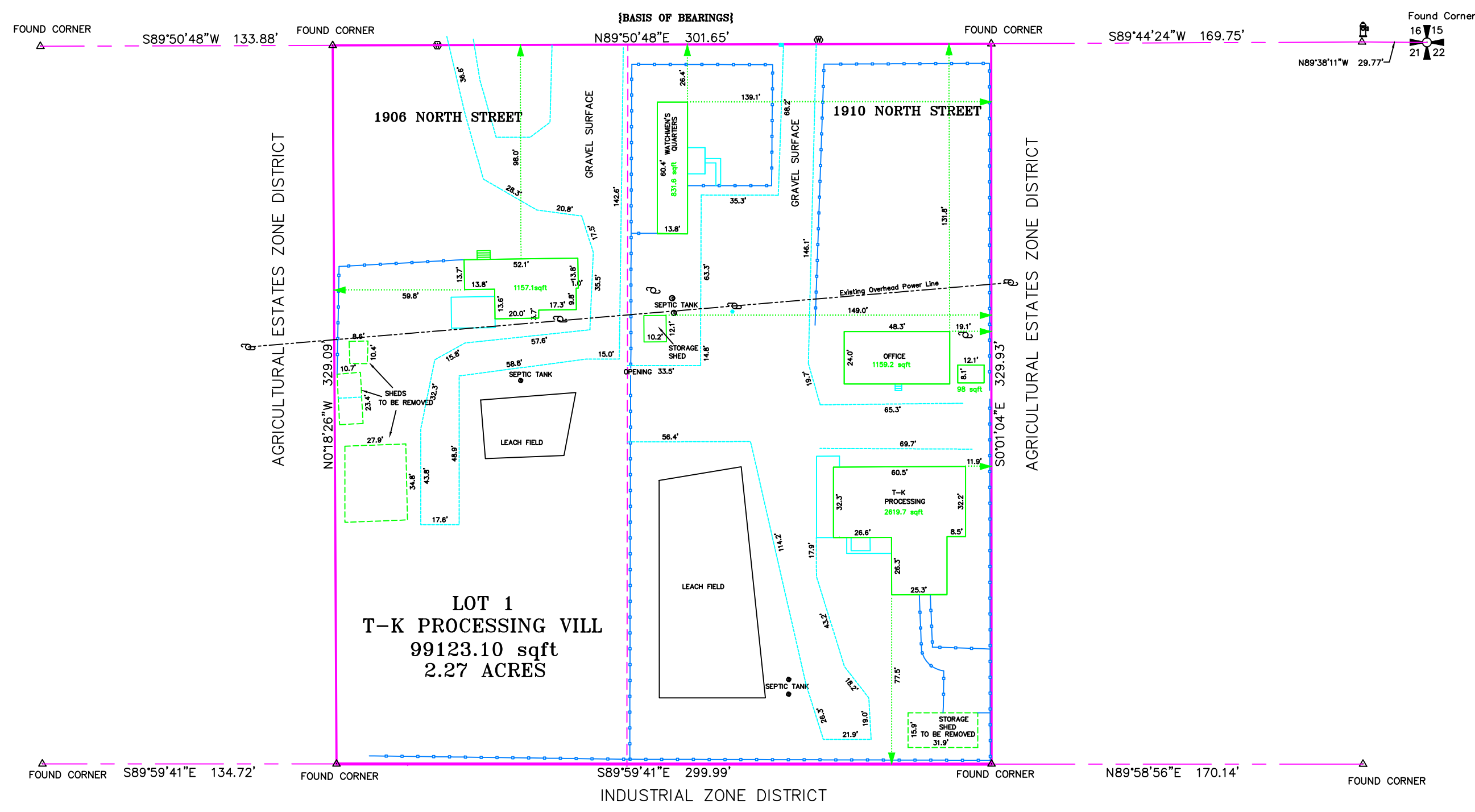
#### FINAL DEVELOPMENT PLAN

**OPERATIONS**  
 DAYLIGHT (6:00am) TO DARK (8:00pm)  
 5.5 DAYS PER WEEK  
 5 TO 10 ANIMALS PER DAY  
 10+ EMPLOYEES  
 5 TO 10 CUSTOMERS PER DAY  
 300 DAYS PER YEAR



VICINITY MAP  
NTS

**NOTES:**  
 The buildings to remain are as labeled. The buildings to be removed are as labeled with a dashed line.  
 Utility easements are per T-K Processing Vacation of Interior Lot Line  
 Per FEMA firm map panel 0804300260E no portion of this property lies within a designated flood plain.  
 There are no significant natural features existing upon this property.  
 Drainage facilities are as labeled per drainage plan provided.



EXISTING CONDITIONS

DRAWN BY: KJH  
 FILENAME: 2023154NORTHSTREET  
 DATES(S): 07/14/2023 10/10/2023

Client:  
**T-K Processing**  
 1910 North Street  
 Canon City, Colorado 81212

**NOTICE:**  
 According to Colorado law you must commence any legal action based on any defect in this survey within three years after the date of certification of this survey. No other legal action based upon any defect in this survey may be commenced more than ten years from the date of certification shown hereon.  
 Any person who knowingly removes, alters or defaces any Public Land Survey Monument or Land Boundary Monument or Monument corner is liable for a misdemeanor pursuant to Colorado State Statute 18-6506, of the Colorado Revised Statutes.  
**LINIAL UNITS**  
 Linear units = U.S. Survey foot = 1.00' = 12 inches

**Crown Point Land Services**  
 719-275-5005 Office 391 Arrowhead Drive  
 P.O. Box 749 Florissant, CO 80816  
 Canon City, CO 81215-0749 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. 2087561-10 prepared by Stewart Title Company, dated July 18, 2023

**BASIS OF BEARINGS:**  
 Bearings are based on G.P.S. observation on the NORTH line of LOT 1 as being N 89°50'48" E. Both corners being a FOUND REBAR NO CAP.



## 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: T-K Processing

Mailing Address: 1575 7th Street Penrose, CO 81240

Telephone Number: 719-371-0089 Facsimile Number: N/A

Email Address: TandKprocessing@gmail.com

b. Name: Sharon and Raymond Stoner

Mailing Address: 2000 North Street Canon City, CO 81212

Telephone Number: 719-371-4401 Facsimile Number: N/A

Email Address: N/A

c. Consulting Firm Name: Crown Point Land Services.

Mailing Address: PO Box 749 Canon City, CO 81212

Telephone Number: 7 1 9 - 2 7 5 - 5 0 0 5 Facsimile Number: N/A

Email Address: Crown.land@outlook.com

2. The proposed plat title is T-K Processing Interior 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 Agricultural Estates Zone District.

b. This property is located in the Agricultural Estates 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 \_\_\_\_\_ is attached to this application (Check # 1091  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 Raymond Johnson Date 7/27/23

b. Property "b" Owner Signature [Signature] Date 7-27-2023

**Required Attachments:**

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



6732

**WARRANTY DEED**

\$ 7.32

THIS DEED, Made this 20th day of October, 2003, between  
DAVID L. BREWER AND DELLA M. BREWER

STATE DOCUMENTARY FEE  
Date OCT 22 2003  
Amount \$ 7.32

of the said County of FREMONT and State of COLORADO, grantor, and  
RAYMOND W. STONER AND SHARON A. STONER

**DECLARATION ATTACHED**

whose legal address is 2000 NORTH STREET  
CANON CITY, CO 81212

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:

**TRACT B, BRILEY-ADAMS BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE RECORDED PLAT THEREOF, FREMONT COUNTY, COLORADO.**

also known by street and number as: 1910 NORTH STREET, CANON CITY, CO 81212

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the 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 2003 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.

*David L. Brewer*  
DAVID L. BREWER

*Della M. Brewer*  
DELLA M. BREWER

State of COLORADO )  
                                  ) ss.  
County of FREMONT )

The foregoing instrument was acknowledged before me this 20th day of October  
by DAVID L. BREWER AND DELLA M. BREWER



My commission expires <sup>11.29.05</sup> ~~August 11, 2005~~. Witness my hand and official seal.

*Joyce Hastings*  
Notary Public

Prepared by:  
Vince Beane, 1906 North St, Cañon City, CO 81212, USA  
Parcel ID:  
99504104

### Quitclaim Deed

THIS DEED is dated July 11<sup>th</sup>,  
2023, between:

Vince Beane, not married, of 1906 North St, Cañon  
City, CO 81212, USA, (the "Grantor")

AND

Ray Stoner, of 2000 North St, Cañon City, CO 81212,  
USA and Sharon A. Stoner, of 2000 North St, Cañon  
City, CO 81212, USA, a married couple, (collectively  
the "Grantee")

WITNESS, that the Grantor, for and in consideration of the sum of \$ 10.<sup>00</sup>, the receipt and sufficiency of which is hereby acknowledged, remises, releases, and sells, as well as quitclaims, unto the Grantees, their heirs and assigns forever all the right, title, interest, claim and demand which the Grantor has in the real property, together with improvements, if any, situate, lying and in the County of Fremont of the State of Colorado, described as follows:

Lot 2, Red Canyon Heights Schedule No. 99504104

according to the recorded plat in the Office of the County Clerk and Recorder filed June 13, 2000.

This property is also known by street number as 1906 North St, Cañon City, CO 81212, USA.


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Assessor's schedule or parcel number: 99504104.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges belonging on the property, or in anywise appertaining to the property, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee, and the Grantee's heirs and assigns forever.

IN WITNESS WHEREOF the Grantor has executed this deed on the day and year above written.

Signed in the presence of:



Witness signature



Vince Beane

Sharon A. Stoner

Witness name

**Grantor Acknowledgement**

STATE OF COLORADO

COUNTY OF Fremont

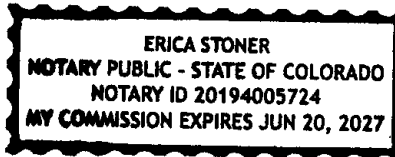
The foregoing instrument was acknowledged before me, Erica Stoner, this 11<sup>th</sup> day of JULY, 2023, by the Grantor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. ✓

Witness my hand and official seal.

My commission expires Jun 20, 2027

Erica Stoner  
Notary Public, the State of Colorado

County of Fremont





Stewart Title Company dba Unified Title, A  
Division of Stewart  
120 N. 9th St, Ste A  
Canon City, CO 81212  
(719) 275-2435  
Fax:

**Date:** July 26, 2023  
**File Number:** 2087561-IO  
**Property Address:** 1910 North Street, Canon City, CO 81212  
1906 North Street, Canon City, CO 81212  
**Buyer/Borrower:** Information only title commitment

**Please direct all Title inquiries to:**

Lori Plank  
**Phone:**  
**Fax:**  
**Email Address:** LPlank@unifiedtitle.com

---

Information only title commitment  
Delivery Method: Emailed

---

Raymond W. Stoner  
Sharon A. Stoner  
Sue Beane  
Delivery Method: Emailed

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.**

**We Appreciate Your Business and Look Forward to Serving You in the Future.**



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## 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.



## WIRE FRAUD

### ALERT

### NOTIFICATION:

## READ THIS BEFORE YOU WIRE FUNDS

### WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

### What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company dba Unified Title, A Division of Stewart Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

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

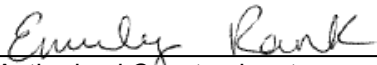
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY,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

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

**COMMITMENT TO ISSUE POLICY**


Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

  
Authorized Countersignature  
Stewart Title Company dba Unified  
Title, A Division of Stewart  
120 N. 9th St, Ste A  
Canon City, CO 81212



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

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

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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;
  - f. Schedule B, Part II - Exceptions; and
  - g. a countersignature 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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AMERICAN  
LAND TITLE  
ASSOCIATION



## 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.

## 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.

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**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>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title Company dba Unified Title, A Division of Stewart  
Issuing Office: 120 N. 9th St, Ste A, Canon City, CO 81212  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 2087561-IO  
Issuing Office File Number: 2087561-IO  
Property Address: 1910 North Street, Canon City, CO 81212  
1906 North Street, Canon City, CO 81212  
Revision Number:

1. **Commitment Date:** July 18, 2023 at 8:00AM

2. **Policy to be issued:**

**Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard  
Proposed Insured: Information only title commitment

(b) 2021 ALTA® Loan Policy - Standard  
Proposed Insured:

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:**

Tract I:

Sue Beane, Ray Stoner and Sharon A. Stoner as their interest may appear

Tract II:

Raymond W. Stoner and Sharon A. Stoner

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

See Exhibit "A" Attached Hereto

**STEWART TITLE GUARANTY COMPANY**

  
Authorized Countersignature

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

**File No.:** 2087561-IO

Tract I:

Lot 2, Red Canyon Heights, County of Fremont, State of Colorado.

Tract II:

Tract B, Briley-Adams Boundary Line Adjustment, according to the recorded Plat thereof, County of Fremont, State of Colorado.

For Informational Purposes Only: 1910 North Street, Canon City, CO 81212

1906 North Street, Canon City, CO 81212

APN: 99104505, R031550, 99504104, R033714, 99504104, R033714

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2087561-IO

## Requirements

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.
5. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
6. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

## 7. FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Quit Claim Deed recorded July 11, 2023, [as Reception No. 1028669](#). Warranty Deed recorded October 22, 2003, [as Reception No. 777495](#). Quit Claim Deed recorded October 22, 2003, [as Reception No. 777494](#). Quit Claim Deed recorded October 14, 1998, [in Book 1342 at Page 228 as Reception No. 686871](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART I**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2087561-IO

### Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records. 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.  
(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B. Water rights, claims or title to water. Any and all unpaid taxes and assessments and any unredeemed tax sales.
4. Rights of way for irrigating ditch used to irrigate neighboring lands as reserved in deed recorded March 7, 1945 in Book 297 at Page 281. (Copy unavailable)
5. Notice recorded May 24, 1983 [in Book 689 at Page 727](#).
6. All matters shown on the recorded plat of Briley-Adams Boundary Line Adjustment recorded August 9, 1991 [as Reception No. 582195](#).
7. All mater shown on the recorded plat of Red Canyon Heights recorded January 4, 1995 [as Reception No. 627561](#). (Tract I)
8. Deed of Trust from Vince E. Beane and Sue Beane to Upper Arkansas Area Council of Governments recorded June 8, 2000 [as Reception No. 715656](#). (Tract I)
9. Deed of Trust from Raymond W. Stoner and Sharon A. Stoner to Canon National Bank recorded October 22, 2003 [as Reception No. 777496](#). (Tract II)
10. Beneficiary Deed from Raymond W. Stoner and Sharon A. Stoner to Erica N. Stoner and Jacob A. Stoner recorded August 2, 2018 [as Reception No. 964446](#).

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

11. Over head power line across Lot as shown on plat.
12. Any damage, failure of title, or other loss directly or indirectly associated with any trailer, mobile home, or similar personal property located on the insured premises.

NOTE: Exceptions 2 and 5 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 5 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 3 and 4 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 1 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

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File No.: 2087561-IO

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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SELLERS: Raymond W. Stoner, Sharon A. Stoner, and Sue Beane

BUYERS: Information only title commitment

PROPERTY: 1910 North Street, Canon City, CO 81212  
1906 North Street, Canon City, CO 81212

DATE: \_\_\_\_\_, 2023

## DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

## AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

### Colorado Recording Fee Schedule

Processing/Verification Fee:

Per Escrow File .....\$30.00

E-Recording Fee:

Per Document.....\$5.00

Government Recording Fees:

Per Document Fees

1st Page ..... \$13.00

Each Additional Page..... \$ 5.00

# DISCLOSURES

File No.: 2087561-IO

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

---

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company dba Unified Title, A Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

---

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

---

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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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.

# STEWART TITLE GUARANTY COMPANY

## PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice (“Notice”) explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, “Stewart”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver’s license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

### Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### **Personal and Sensitive Personal Information Stewart Collects**

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

<b>Category</b>	<b>Examples</b>	<b>Collected</b>
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES

H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.



Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

## **Your Consumer Rights and Choices Under CCPA and CPRA**

### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

### **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

### **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com); or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPRA & CPRA Notice**

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



# URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS - PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

## How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company dba Unified Title, A Division of Stewart representative.
- ▶ Before wiring funds, always call and speak with your Stewart Title Company dba Unified Title, A Division of Stewart representative to verify instructions using the contact information you received in your initial order package or in person.
- ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company dba Unified Title, A Division of Stewart representative for verification. Always use a verified telephone number - never the number in the email with the wiring instructions.

686871 10/14/1998 12:45P B1342 P228 319  
1 of 1 R 6.00 D 0.00 N 0.00 FREMONT COUNTY, CO

12:45  
6.00  
319

# QUIT CLAIM DEED

(STATUTORY FORM)

Know all Men by these Presents, That DAVID L. BREWER AND DELLA M. BREWER

of the County of FREMONT and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to

VINCE BEANE AND SUE BEANE \* in Joint Tenancy\*, of the

County of FREMONT and state of Colorado, whose mailing address is

1906 NORTH STREET CANON CITY, CO, the following

Real Property situated in the County of FREMONT and State of Colorado, (Assessor's

Schedule Number \_\_\_\_\_) to wit:

LOT 2, RED CANYON HEIGHTS ACCORDING TO THE PLAT FILED JANUARY 4, 1995 UNDER RECEPTION NO. 627561, FREMONT COUNTY, COLORADO.

1053

STATE DOCUMENTARY FEE  
Date OCT 14 1998  
Amount \$ — 0 —

with all its appurtenances subject to

Signed and delivered this 9TH day of OCTOBER 1998.

David L. Brewer  
DAVID L. BREWER  
Deella M. Brewer  
DELLA M BREWER

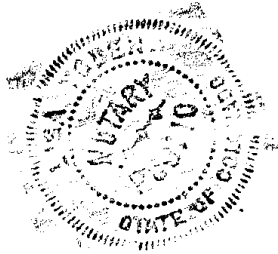
STATE OF COLORADO  
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 9TH day of OCTOBER 1998, by DAVID L. BREWER AND DELLA M. BREWER

My commission expires: September 2002.

Witness my Hand and Official Seal:  
Kessa Yoder  
Notary Public

STATE OF COLORADO  
COUNTY OF Fremont



Prepared by:  
Vince Beane, 1906 North St, Cañon City, CO 81212, USA  
Parcel ID:  
99504104

**Quitclaim Deed**

THIS DEED is dated July 11<sup>th</sup>,  
2023, between:

Vince Beane, not married, of 1906 North St, Cañon  
City, CO 81212, USA, (the "Grantor")

AND

Ray Stoner, of 2000 North St, Cañon City, CO 81212,  
USA and Sharon A. Stoner, of 2000 North St, Cañon  
City, CO 81212, USA, a married couple, (collectively  
the "Grantee")

WITNESS, that the Grantor, for and in consideration of the sum of \$ 10.<sup>00</sup>, the receipt and sufficiency  
of which is hereby acknowledged, remises, releases, and sells, as well as quitclaims, unto the Grantees, their  
heirs and assigns forever all the right, title, interest, claim and demand which the Grantor has in the real  
property, together with improvements, if any, situate, lying and in the County of Fremont of the State of  
Colorado, described as follows:

Lot 2, Red Canyon Heights Schedule No. 99504104

according to the recorded plat in the Office of the County Clerk and Recorder filed June 13, 2000.

This property is also known by street number as 1906 North St, Cañon City, CO 81212, USA.

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Assessor's schedule or parcel number: 99504104.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges belonging on the property, or in anywise appertaining to the property, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee, and the Grantee's heirs and assigns forever.

IN WITNESS WHEREOF the Grantor has executed this deed on the day and year above written.

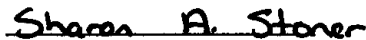
Signed in the presence of:



Witness signature



Vince Beane



Witness name

**Grantor Acknowledgement**

STATE OF COLORADO

COUNTY OF Fremont

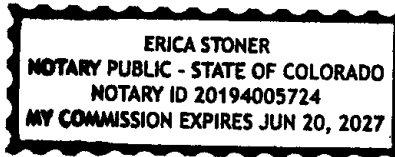
The foregoing instrument was acknowledged before me, Erica Stoner, this 11<sup>th</sup> day of JULY, 2023, by the Grantor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. ✓

Witness my hand and official seal.

My commission expires Jun 20, 2027

Erica Stoner  
Notary Public, the State of Colorado

County of Fremont





# QUIT CLAIM DEED

THIS DEED, Made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between

**Raymond W Stoner and Sharon A Stoner**

whose legal address is **2000 North Street, Canon City, CO 81212**

of the County of **Fremont** and State of **Colorado**, grantor(s), and

**Raymond W Stoner and Sharon A Stoner**

whose legal address is **2000 North Street, Canon City, CO 81212**

of the County of **Fremont** and State of **Colorado**, grantee(s);

WITNESS, That the grantor(s), for and in consideration of the sum of Zero and Zero/100 DOLLARS (\$ 00.00), the receipt and sufficiency of which is hereby confessed and acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto the grantee(s), not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever all the right, title, interest, claim and demand which the said grantor(s) has in and to the following described lot(s) or parcel(s) of land, situate, lying and being in the County of **Fremont** and State of **Colorado** described as follows:

**Lot 1, T-K Processing Interior Lot Line Vacation, Fremont County, Colorado**

also known as

**1910 North Street, Canon City, Colorado 81212**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of the said grantor(s) either in law or equity, unto said grantee(s), the survivor of them, their assigns, and the heirs and assigns of such survivor forever. The singular number shall include plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor(s) has here unto set his/her hand and seal the date set forth above.

\_\_\_\_\_  
**Raymond W Stoner**

\_\_\_\_\_  
**Sharon A Stoner**

Signed, Sealed and Delivered in the Presence of

STATE OF **Colorado** } ss  
COUNTY OF **Fremont** } ss:

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

By

**Raymond W Stoner and Sharon A Stoner**

Notary Public

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

# BRILEY-ADAMS BOUNDARY LINE ADJUST.

located in the NE 1/4 of Lot 8, Block 8, Phelps Sub, Fremont County, Colorado

**SUGGESTED DESCRIPTION, ADJUSTED TRACT A**  
 A tract of land in the NE 1/4 of Lot 8, Block 8, Phelps Subdivision, Fremont County, Colorado described as follows:  
 Beginning at a point 6349 feet West of the NE corner of said Lot 8; thence East 270.40 feet; thence Southerly 330.7 feet to a point 330.7 feet West of the East line of said Lot 8; thence West 268.40 feet; thence North 330.6 feet to the West of Beginning.

**SUGGESTED DESCRIPTION, ADJUSTED TRACT B**  
 A tract of land in the NE 1/4 of Lot 8, Block 8, Phelps Subdivision, Fremont County, Colorado described as follows:  
 Beginning at a point 199.5 feet West of the NE corner of said Lot 8; thence South 330.7 feet; thence West 107.00 feet; thence North 330.7 feet to a point 364.5 feet West of the NE corner of said Lot 8; thence East 106.50 feet to the West of Beginning.

**KNOW ALL MEN BY THESE PRESENTS:**  
 That I, Charles E. Briley and Charles E. Adams, and their heirs, assigns and successors, do hereby certify and warrant that the above described portion of Lot 8, Block 8, Phelps Subdivision, Fremont County, Colorado TO WIT:

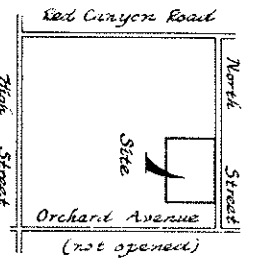
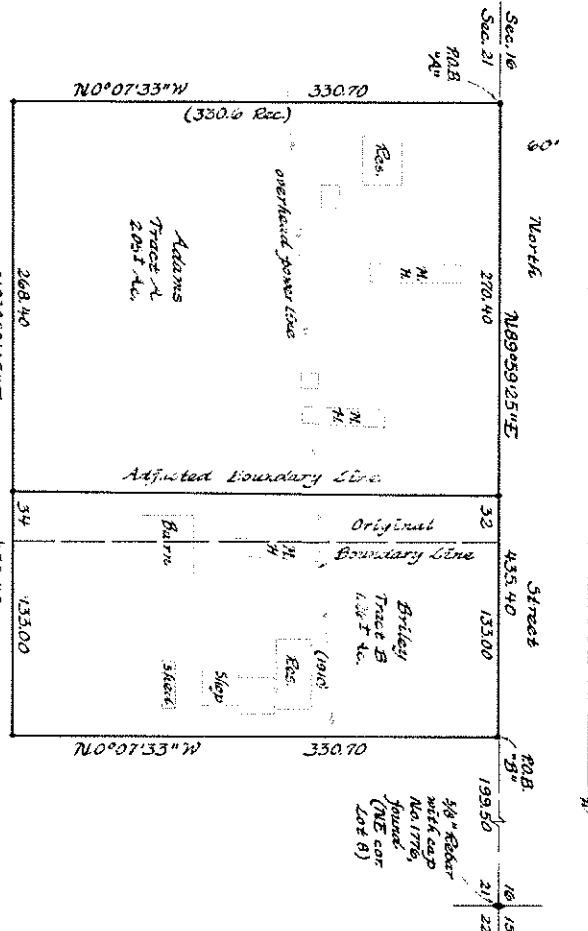
Beginning at a point 199.5 feet West of the NE corner of said Lot 8; thence South 330.7 feet; thence West 107.00 feet; thence North 330.7 feet; thence East 106.5 feet to the point of Beginning.

**IN WITNESS WHEREOF**  
 The aforementioned have executed these presents this 1st day of August, 1991, A.D.

Charles E. Briley *Charles E. Briley*  
 Charles E. Adams *Charles E. Adams*  
 Estate of *Charles E. Adams*  
 Successors

STATE OF COLORADO )  
 COUNTY OF FLEMING )  
 The above and foregoing statement was acknowledged before me and my wife on August 1, 1991, A.D. by Charles E. Briley, Charles E. Adams, and Successors of Adams.

My Comm. No. 10005, expires Feb. 19, 1993



## CERTIFICATES of APPROVAL

Planning Director  
 This is to certify that this plat was submitted to and approved by the Planning Department of Fremont County, Colorado, on this 9th day of August, 1991.  
*Rae Lindner*  
 Planning Director

Chairman of the Planning Commission  
 This is to certify that this plat is approved and accepted as per review by the Planning Director dated this 9th day of August, 1991.  
*Edward J. Brown*  
 Chairman of the Planning Commission

Chairman of the Board of County Commissioners  
 This is to certify that this plat is approved and accepted as per review by the Planning Director dated this 9th day of August, 1991.  
*Jim Griffin*  
 Chairman of the Board of County Commissioners

County Clerk and Recorder  
 This plat was filed for record in the Office of the County Clerk and Recorder of Fremont County, Colorado, at 9:30 A.M. on the 9th day of August, 1991, A.D. in Book 1013, at Page 111, at Reception No. 552,195.  
*Nancy Sheffield*  
 County Clerk and Recorder

REGISTERED LAND SURVEYORS CERTIFICATE  
 The undersigned Registered Professional Engineer and Land Surveyor in the State of Colorado, after having carefully read this plat has been prepared under his direction in accordance with Chapter 39, Colorado Revised Statutes, as revised, and that said plat does accurately show the described tract of land to the best of his knowledge and belief. No portion of this tract of land lies within an identified 100-year flood plain.  
 Dated this 1st day of August, 1991, A.D.  
*Charles E. Rupp*  
 Registered Professional Engineer and Land Surveyor

All dimensions are given in feet.  
 • denotes 1/2" rather than up to 10/32, set bearings and survey control based on the North line of the NE 1/4, Sec. 21, T8S, R29W, 9th 87e, as monumented by L.S. 1779 and L.S. 943, taken as N89°59'25"E

**KNOW ALL MEN BY THESE PRESENTS**  
 That David L. Brewer and Della M. Brewer are the owners of the following described portion of Lot 8, Block 8, Phelps Subdivision, Fremont County, Colorado

TO WIT:  
 Beginning at a point 638.9 feet West of the NE corner of said Lot 8 thence East 220.89 feet, thence Southerly 330.7 feet to a point 364.50 feet West of the East line of said Lot 8; thence West 288.40 feet, thence North 330.6 feet to the point of beginning (Tract 4, Briley-Adams PL 4).

**DECLARATION:**

The above owner has caused said tract of land to be platted and lots, blocks, streets and easements as indicated on the plat. The boundaries and acreage shown on the County of Fremont have been determined as indicated on the plat and further warrants the use of said easements to the County of Fremont and/or its assigns, provided however that the said right and authority in relation to said utility or other easements shall remain exclusively vested in the County of Fremont. All streets are hereby dedicated to the County of Fremont for public use. This tract of land as herein platting will be known as **Red Canyon Heights, Fremont County, Colorado.**

**EASEMENTS:**

Easements for public purposes including utilities, are as indicated on the plat with the sole responsibility for maintenance being vested with the respective property owners except as otherwise noted. A 5 foot wide easement shall be provided on each side of all side and rear lot lines for fronting public ways.

**IN WITNESS WHEREOF**

The government has caused these presents to be signed and sealed this 19th day of February, 1929, AD.

David L. Brewer \_\_\_\_\_  
 Della M. Brewer \_\_\_\_\_

Della M. Brewer \_\_\_\_\_

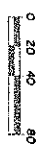
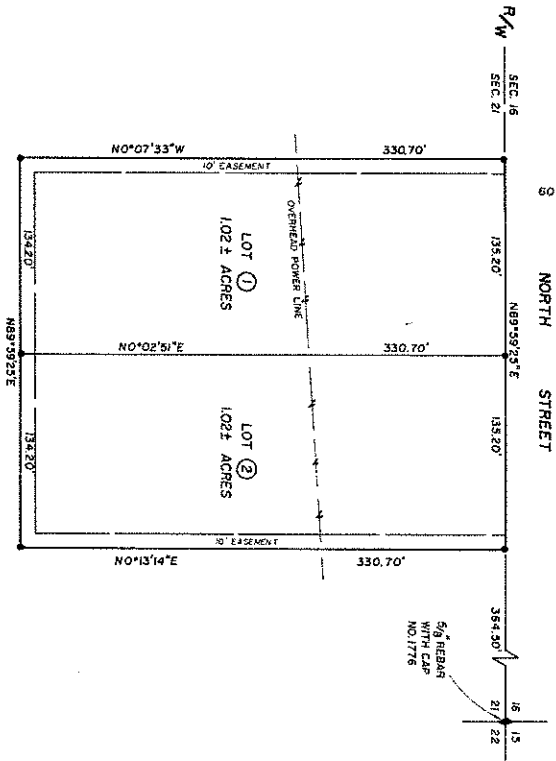
STATE OF COLORADO )  
 COUNTY of FREMONT ) SS

The above and foregoing statement was acknowledged before me this 22nd day of February, 1929, AD by David L. Brewer and Della M. Brewer.

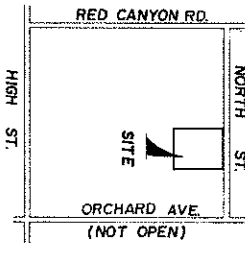
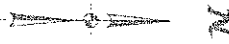
Witness my hand and official seal this 22nd day of February, 1929, AD.  
 Notary Public  
 by Commission Expires February 19, 1931.

**RED CANYON HEIGHTS**

A Nation and Replat of a Portion of the NE 1/4 of Lot 8, Block 8, Phelps Subdivision, Fremont County, Colorado  
 (Tract 4, Briley-Adams PL 4)



Scale: 1 INCH = 40 FEET



**VICINITY MAP**

**CERTIFICATE OF APPROVAL**  
 This is to certify that this plat was submitted to and approved by the Planning Department of Fremont County, Colorado.  
 Dated this 4th day of SEPTEMBER, 1929, AD.  
 Bill Sandberg  
 Planning Director

**ACKNOWLEDGMENT AND ACCEPTANCE OF DEUT**  
 The undersigned, THOMAS M. DRYDEN, as Chairman of the Board of County Commissioners, Fremont County, State of Colorado, does hereby acknowledge and accept on behalf of said County that plat and the streets thereon and easements indicated thereon.  
 Dated this 13th day of SEPTEMBER, 1929, AD.  
 Thomas M. Dryden  
 Chairman, Board of County Commissioners

STATE OF COLORADO )  
 COUNTY of FREMONT ) SS  
 This plat was filed for record in the office of the County Clerk and Recorder of Fremont County, Colorado at 3:42 P.M. on the 4th day of September, 1929, AD, in Book 1828, at Page 302.  
 Darius H. Hattell  
 County Clerk and Recorder

**REGISTERED LAND SURVEYORS CERTIFICATE**  
 The undersigned Registered Professional Engineer and Land Surveyor in the State of Colorado do hereby certify that this plat has been prepared under his supervision in accordance with Chapter 38 Colorado Revised Statutes, and all measurements thereon and that said plat was accurately drawn the described tract of land and the subdivision thereon to the best of his knowledge and belief. No portion of this subdivision has within an identifiable 10-year period been altered.  
 Dated this 22nd day of November, 1929, AD.  
 Registered Professional Engineer and Land Surveyor

**NOTES**  
 All dimensions are given in feet.  
 \* denotes a reader with city No. 10105, and  
 Base of Bearings: the North line of Sec. 21, T.18S. R.70W. of S. 7N., taken as N89°59'25"E.



Dardana Engineering  
 Canon City, Colorado

686871 10/14/1998 12:45P B1342 P228 319  
1 of 1 R 6.00 D 0.00 N 0.00 FREMONT COUNTY, CO

12:45  
6.00  
319

# QUIT CLAIM DEED

(STATUTORY FORM)

Know all Men by these Presents, That DAVID L. BREWER AND DELLA M. BREWER

of the County of FREMONT and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to

VINCE BEANE AND SUE BEANE \* in Joint Tenancy\*, of the

County of FREMONT and state of Colorado, whose mailing address is

1906 NORTH STREET CANON CITY, CO, the following

Real Property situated in the County of FREMONT and State of Colorado, (Assessor's

Schedule Number \_\_\_\_\_) to wit:

LOT 2, RED CANYON HEIGHTS ACCORDING TO THE PLAT FILED JANUARY 4, 1995 UNDER RECEPTION NO. 627561, FREMONT COUNTY, COLORADO.

1053

STATE DOCUMENTARY FEE  
Date OCT 14 1998  
Amount \$ — 0 —

with all its appurtenances subject to

Signed and delivered this 9TH day of OCTOBER 1998.

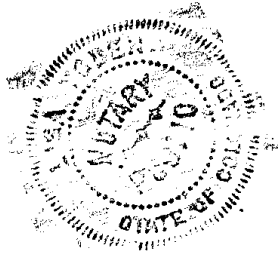
David L. Brewer  
DAVID L. BREWER  
Deella M. Brewer  
DELLA M BREWER

STATE OF COLORADO  
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 9TH day of OCTOBER 1998, by DAVID L. BREWER AND DELLA M. BREWER

My commission expires: September 2002.

Witness my Hand and Official Seal:  
Kessa Yoder  
Notary Public



STATE OF COLORADO  
COUNTY OF Fremont

5.00  
159

DEED OF TRUST

THIS DEED OF TRUST, Dated May 30, 2000 between  
Vince E. Beane and Sue Beane

the grantor herein, whose address is 1906 North St. Canon City, CO 81212

County of Fremont and State of Colorado, and the  
PUBLIC TRUSTEE of the County or City and County in which the property described below is situated, in the State of Colorado.  
Witness:

The grantor, to secure a promissory note or notes, hereinafter referred to in the singular, dated May 30, 2000  
for the total principal sum of \$20,811.13  
dollars, payable to the order of Upper Arkansas Area Council of Governments  
the beneficiary herein, whose address is P.O. Box 510 Canon City, CO 81215-0510

, after the date thereof.  
with interest thereon from the date thereof at the rate of five (5) percent per annum, principal and interest payable  
in 360 consecutive installments commencing August 10, 2000

does hereby grant and convey unto said Public Trustee the following described property, situate in the County  
of Fremont, State of Colorado, to wit: Lot 2, Red Canyon Heights

also known by street and number as: 1906 North St. Canon City, CO 81212  
assessor's schedule or parcel number: 99504104

TO HAVE AND TO HOLD the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiary (note holder) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, rendering the overplus (if any) unto the grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.

The grantor covenants that at the time of delivery of these presents, he is seized of said property in fee simple, and that said property is free of encumbrances, except  
Reception No. 686872 Deed of Trust recorded 10/14/98 in B1342 P229

The grantor also covenants that he will keep all buildings insured with a company approved by the beneficiary for fire and extended coverage in an amount equal to the unpaid balance of said note with loss payable in the beneficiary, will deliver a copy of the policy to the beneficiary and will pay all taxes and assessments against said property and amounts due on prior encumbrances. If grantor shall fail to pay insurance premiums, taxes or amounts due on prior encumbrance, the beneficiary may pay the same and all amounts shall become additional indebtedness due hereunder; and in case of foreclosure, he will pay an attorney's fee of a reasonable amount

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, the grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder, and the grantor does hereby release and waive all claims in said property as a homestead exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by the grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

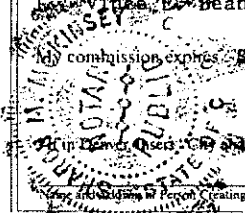
Executed the day and year first above written.

*Vince E. Beane*  
*Sue Beane*

STATE OF COLORADO }  
County of Fremont } ss.

The foregoing instrument was acknowledged before me this 30th day of May, 19 2000  
by Vince E. Beane and Sue Beane

My commission expires Sept. 11, 2001. Witness my hand and official seal.



*Sharon M. McKinstry*  
Notary Public

1053



6732

WARRANTY DEED

THIS DEED, Made this 20th day of October, 2003, between DAVID L. BREWER AND DELLA M. BREWER

of the said County of FREMONT and State of COLORADO, grantor, and RAYMOND W. STONER AND SHARON A. STONER

STATE DOCUMENTARY FEE  
Date OCT 22 2003  
Amount \$ 7.32

DECLARATION ATTACHED

whose legal address is 2000 NORTH STREET, CANON CITY, CO 81212 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:

TRACT B, BRILEY-ADAMS BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE RECORDED PLAT THEREOF, FREMONT COUNTY, COLORADO.

also known by street and number as: 1910 NORTH STREET, CANON CITY, CO 81212

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the 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 2003 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.

Signature of David L. Brewer  
DAVID L. BREWER

Signature of Della M. Brewer  
DELLA M. BREWER

State of COLORADO )  
) ss.  
County of FREMONT )

The foregoing instrument was acknowledged before me this 20th day of October by DAVID L. BREWER AND DELLA M. BREWER



My commission expires August 11, 2005. Witness my hand and official seal.

Signature of Notary Public  
Notary Public

ORIGINAL 21.00  
159

777496  
Page: 1 of 4  
10/22/2003 01:07F  
NORMA HATFIELD FREMONT CTY CLK&REC CO R 21.00 D 0.00

State of Colorado \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

**DEED OF TRUST**  
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 10-20-2003 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: RAYMOND W. STONER AND SHARON A. STONER, AS JOINT TENANTS  
2000 NORTH STREET  
CANON CITY, CO 81212

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: FREMONT COUNTY PUBLIC TRUSTEE  
CANON CITY, CO 81212

LENDER: CANON NATIONAL BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA  
816 ROYAL GORGE BLVD  
PO BOX 829 CANON CITY, CO 81215-0829  
84-0676498

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: TRACT B, BRILEY-ADAMS BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE RECORDED PLAT THEREOF, FREMONT COUNTY, COLORADO.

The property is located in FREMONT (County) at 1910 NORTH STREET (Address), CANON CITY (City), Colorado 81212 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 78,300.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.) PROMISSORY NOTE OF EVEN DATE  
LOAN #66306000

2003 5058






777496


Page: 2 of 4  
10/22/2003 01:07F  
D 0.00

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced or such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the Security Instrument. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey, and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument. Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument. Grantor agrees that this assignment is effective as to third parties on Grantor's default when Lender takes actual possession of the Property or when Lender commences a foreclosure on the Property or an action or proceeding for an appointment of a receiver or for the sequestration of Rents and this assignment shall remain effective during any redemption period until the Secured Debt is satisfied. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

 (page 2 of 4)  
SAS



- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 14. DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.
- At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property or foreclose on installments without acceleration.
- If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.
- Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.
- All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees as permitted by applicable law. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.
- Grantor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

 (page 3 of 4)  
 SAS



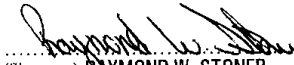

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 25. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all rights of appraisal, homestead exemption and marshalling of liens and assets in the Property.
- 26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

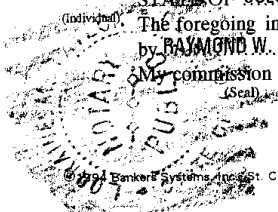
- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
  - Condominium Rider  Planned Unit Development Rider  Other .....
- Additional Terms.**

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 ..... 10/20/03 .....  ..... 10-20-2003 .....  
 (Signature) **RAYMOND W. STONER** (Date) (Signature) **SHARON A. STONER** (Date)

**ACKNOWLEDGMENT:**

STATE OF COLORADO ..... COUNTY OF FREMONT ..... } ss.  
 The foregoing instrument was acknowledged before me this 20TH day of OCTOBER, 2003  
 by **RAYMOND W. STONER; SHARON A. STONER** .....



My commission expires: 7-31-04 .....  
 (Seal)  .....  
 (Notary Public)

### BENEFICIARY DEED

Raymond W. Stoner and Sharon A. Stoner, as grantors, designate Erica N. Stoner and Jacob A. Stoner, whose address is 2000 North Street, Cañon City, CO 81212, in joint tenancy with the right of survivorship, as grantee-beneficiaries (Note to Assessor and Treasurer: This address is for identification purposes only, all notices and tax statements should continue to be sent to grantor), and grantors transfer, sell, and convey on the death of both grantors to the grantee-beneficiaries, the following described real property located in the County of Fremont, State of Colorado:

TRACT B, BRILEY-ADAMS BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE RECORDED PLAT THEREOF, FREMONT COUNTY, COLORADO.

Also known by street and number as: 1910 North Street, Cañon City, CO 81212

THIS BENEFICIARY DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE GRANTOR. IT REVOKES ALL PRIOR BENEFICIARY DEEDS BY THIS GRANTOR FOR THIS REAL PROPERTY EVEN IF THIS BENEFICIARY DEED FAILS TO CONVEY ALL OF THE GRANTOR'S INTEREST IN THIS REAL PROPERTY.

WARNING: EXECUTION OF THIS BENEFICIARY DEED MAY DISQUALIFY THE GRANTOR FROM BEING DETERMINED ELIGIBLE FOR, OR FROM RECEIVING, MEDICAID UNDER TITLE 26, COLORADO REVISED STATUTES.

WARNING: EXECUTION OF THIS BENEFICIARY DEED MAY NOT AVOID PROBATE.

Executed this date by:

  
Raymond W. Stoner Grantor


  
Sharon A. Stoner, Grantor

STATE OF COLORADO )  
 ) ss.  
COUNTY OF FREMONT )

The foregoing instrument was acknowledged before me this 31st day of July, 2018, by Raymond W. Stoner and Sharon A. Stoner.

WITNESS my hand and official seal.

My commission expires: 05/10/2022

  
Notary Public

**AMY SMITH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064018183  
MY COMMISSION EXPIRES MAY 10, 2022**

Prepared by:  
Vince Beane, 1906 North St, Cañon City, CO 81212, USA  
Parcel ID:  
99504104

### Quitclaim Deed

THIS DEED is dated July 11<sup>th</sup>,  
2023, between:

Vince Beane, not married, of 1906 North St, Cañon  
City, CO 81212, USA, (the "Grantor")

AND

Ray Stoner, of 2000 North St, Cañon City, CO 81212,  
USA and Sharon A. Stoner, of 2000 North St, Cañon  
City, CO 81212, USA, a married couple, (collectively  
the "Grantee")

WITNESS, that the Grantor, for and in consideration of the sum of \$ 10.<sup>00</sup>, the receipt and sufficiency of which is hereby acknowledged, remises, releases, and sells, as well as quitclaims, unto the Grantees, their heirs and assigns forever all the right, title, interest, claim and demand which the Grantor has in the real property, together with improvements, if any, situate, lying and in the County of Fremont of the State of Colorado, described as follows:

Lot 2, Red Canyon Heights Schedule No. 99504104

according to the recorded plat in the Office of the County Clerk and Recorder filed June 13, 2000.

This property is also known by street number as 1906 North St, Cañon City, CO 81212, USA.

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Assessor's schedule or parcel number: 99504104.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges belonging on the property, or in anywise appertaining to the property, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee, and the Grantee's heirs and assigns forever.

IN WITNESS WHEREOF the Grantor has executed this deed on the day and year above written.

Signed in the presence of:



Witness signature



Vince Beane

Sharon A. Stoner

Witness name

**Grantor Acknowledgement**

STATE OF COLORADO

COUNTY OF Fremont

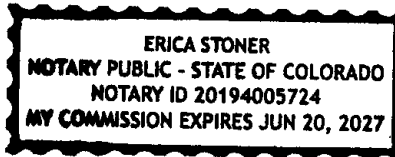
The foregoing instrument was acknowledged before me, Erica Stoner, this 11<sup>th</sup> day of JULY, 2023, by the Grantor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. ✓

Witness my hand and official seal.

My commission expires Jun 20, 2027

Erica Stoner  
Notary Public, the State of Colorado

County of Fremont



MAY 24 1983

at 1:55 P.M.

NORMA HATFIELD

Fremont County Clerk and Recorder

Reception No. 496348

B689 P727

J.E.

NOTICE

TO: PROSPECTIVE PURCHASERS OR DEVELOPERS OF REAL PROPERTY  
LOCATED WITHIN THE BOUNDARIES OF THE PARK CENTER WATER  
DISTRICT, FREMONT COUNTY, COLORADO

FROM: THE BOARD OF DIRECTORS OF THE PARK CENTER WATER DISTRICT

Notice is hereby given to all prospective purchasers or developers of real property located within the lawful boundaries of the Park Center Water District in Fremont County, Colorado, which District is a duly organized domestic water district organized and existing under and pursuant to the laws of the State of Colorado which supplies domestic water service to persons and businesses located within said District, of the following matters:

1. That pursuant to certain policies, resolutions and regulations adopted by the Board of Directors of the Park Center Water District to encourage developers to install water lines of sufficient size for use by subsequent developers of adjoining or adjacent lands, that certain properties located within said District may be subject to agreements entered into between this District and other developers stating that if later developers or purchasers of lands shall desire domestic water service from this District that such later developers or purchasers of adjoining or adjacent lands may be required to contribute a pro-rata portion of the cost of installation of existing water lines by such prior developer or landowner as a condition to obtaining domestic water service from this District.

Accordingly, any person owning lands within the lawful boundaries of said Park Center Water District or any person or business contemplating purchase of real property located within said District, for which real property or lands domestic water service might be hereafter sought from said Park Center Water District, should contact the offices of the Park Center Water District in Fremont County, Colorado, to ascertain whether or not any subject property in question is subject to any such pro-rata contribution agreement between this District and any other real property developer or landowner prior to acquiring or developing any such subject property.

This notice is given in order that landowners or prospective purchasers of real property located within the Park Center Water District as aforesaid may avoid incurring unanticipated costs with respect to the development of real property within said District for obtaining domestic water service from this District for such property.

Notice given by order of the Board of Directors of the Park Center Water District of Fremont County, Colorado, at a regular meeting of said Board of Directors of said District duly held on April 12, 1983.

Park Center Water District

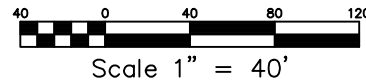
by: J. E. Stock  
Joe Stock, Secretary, Park Center  
Water District

(District Seal)

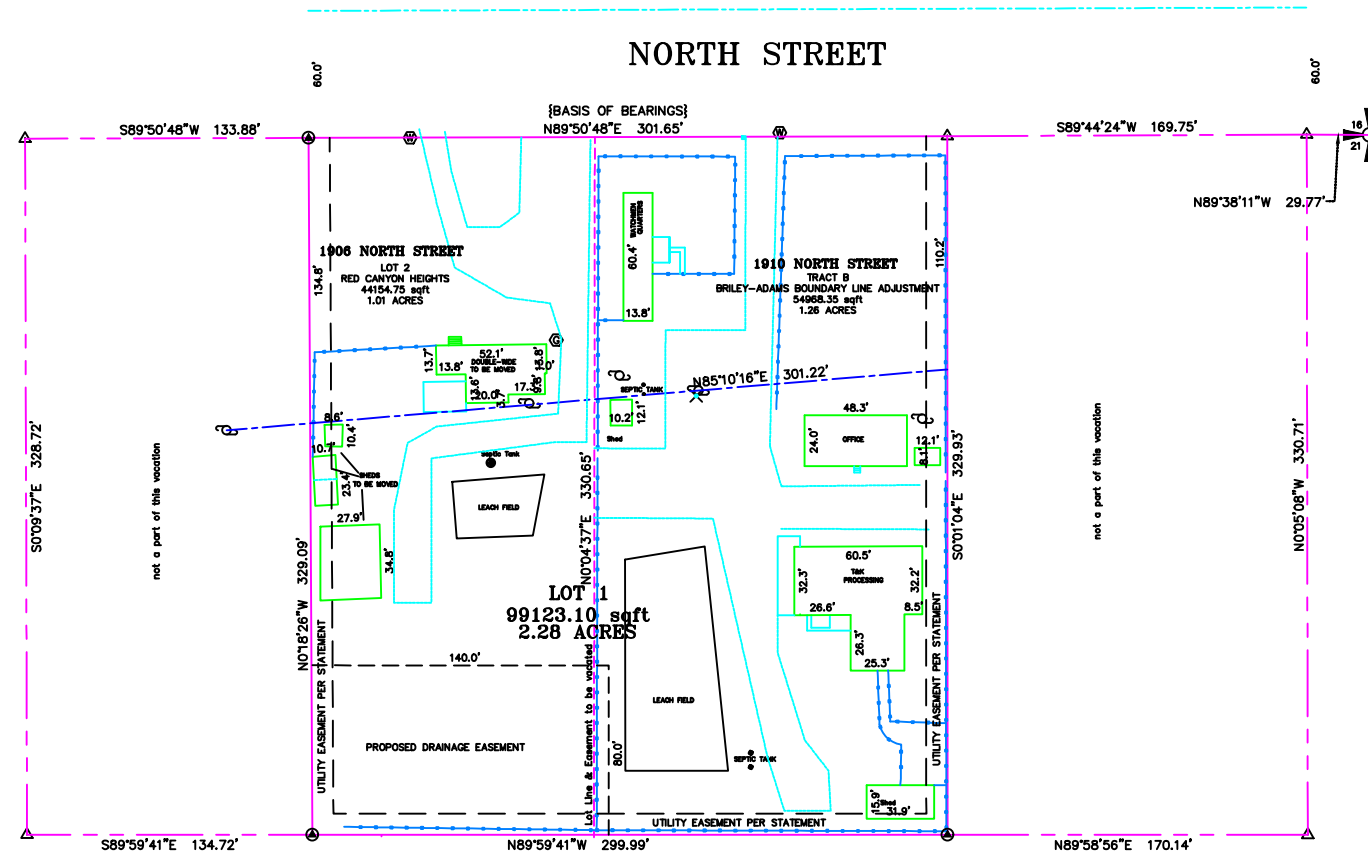
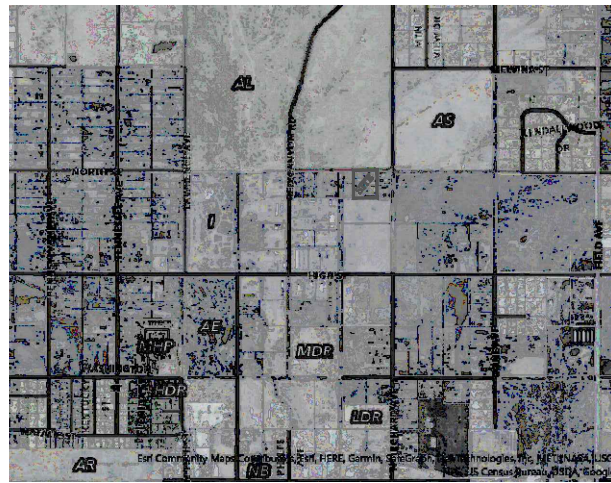


# T-K Processing Interior Lot Line Vacation

A Vacation of Interior Lot Line between Lot 2, Red Canyon Heights and Tract B Briley - Adams Boundary Line-Adjustment in the Northeast 1/4 Section 21, Township 18 South, Range 70 West of the 6th P.M., Fremont County, Colorado.



- LEGEND:**
- SUBJECT PROPERTY
  - ADJACENT PROPERTIES
  - NORTH STREET
  - BUILDINGS TO STAY
  - POWER LINE
  - DRIVEWAY
  - ROAD RIGHT OF WAY
  - DRAINAGE EASEMENT
  - △ FOUND PROPERTY CORNERS
  - ⊙ SET REBAR & CAP CPLS 38118
  - ⊙ SEPTIC
  - ⊙ WATER METER
  - ⊙ GAS METER



**KNOW ALL MEN BY THESE PRESENTS that**

Raymond W. (Ray) Stoner and Sharon A. Stoner are the owners of the following described land:

**TO WIT**

TRACT 1  
Lot 2, Red Canyon Heights, County of Fremont, State of Colorado  
1.01 Acres

TRACT 2  
Tract B Briley-Adams Boundary Line Adjustment, according to the recorded Plat thereof, County of Fremont, State of Colorado

1.28 Acres  
Total - 2.28 Acres

**DEDICATION We**

Raymond W. (Ray) Stoner and Sharon A. Stoner being the owners of the above described land being platted and/or subdivided in Fremont County, Colorado, under the name of

**T-K Processing 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 the land labeled as easements for the installation and maintenance of public utilities as show hereon. The sole right to assign use or vacate is vested with the Board of County Commissioners.

**In witness whereof**

Raymond W. (Ray) Stoner and Sharon A. Stoner

have subscribed their names this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_  
By \_\_\_\_\_

Raymond W. (Ray) Stoner

Sharon A. Stoner

**NOTARY STATEMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_ by Raymond W. (Ray) Stoner and Sharon A. Stoner

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 SURVEYOR'S 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.

**COUNTY CLERK AND RECORDS STATEMENT**

STATE OF COLORADO }  
COUNTY OF FREMONT } SS

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

**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.

A detention easement shall be in the southwest corner of Lot 1 T-K Processing Interior Lot Line Vacation, being 80 feet north of the south line and 140 feet east of the west lot line.

DRAWN BY: EJE  
CLIENT: T&K Processing  
1910 North Street  
Canon City, Colorado 81212  
FILENAME: 2023164NORTHSTREETVYL  
DATE(S): 07/14/2023 10/10/2023

**NOTICE**  
In Colorado law you must compensate any legal action based on any defect in this plat which arises from the date of recording of this plat. The fee for this plat is \$1,000.00 plus the cost of recording. Any person who knowingly prepares, alters or defaces any Public Land Survey Monument is subject to the provisions of the Colorado Revised Statutes.  
LEGAL UNITS  
Based on U.S. Survey feet = 1.00' = 12 inches

**Crown Point Land Services**  
719-275-5005 Office 391 Arrowhead Drive  
P.O. Box 749 Florissant, CO 80816  
Canon City, CO 81215-0749 crown.land@outlook.com

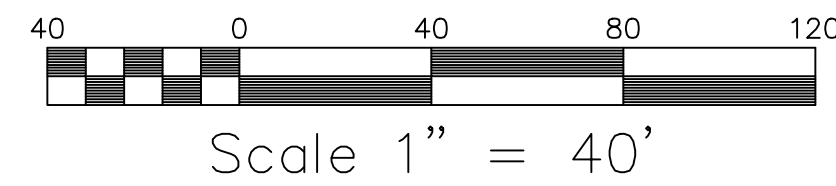
**NOTES**  
This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we relied upon Title Commitment No. 2087561-10 prepared by Stewart Title Company, dated July 18, 2023

**BASES OF BEARINGS:**  
Bearings are based on G.P.S. observation on the NORTH line of LOT 1 as being N 89°50'48" E. Both corners being a FOUND REBAR NO CAP.

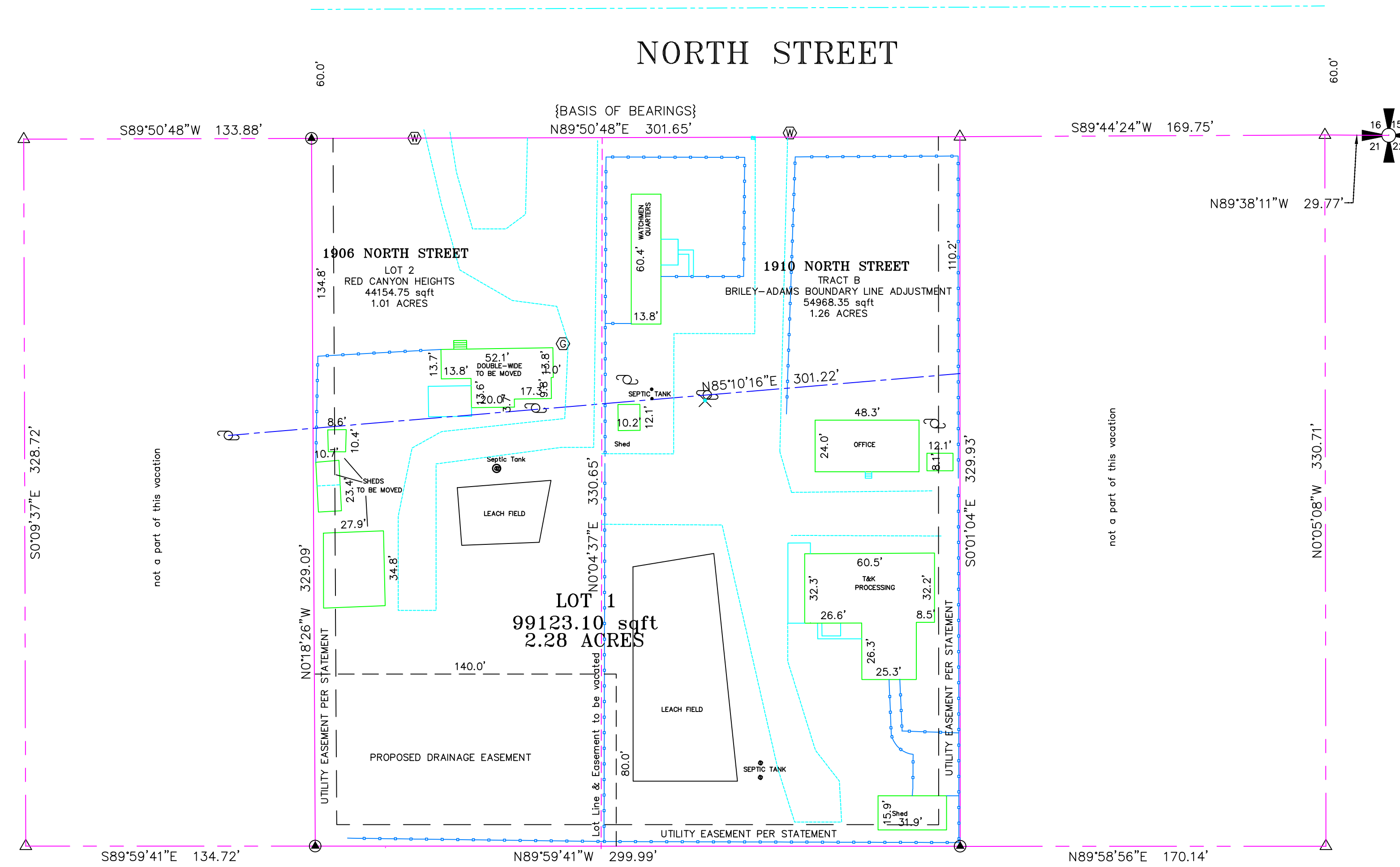
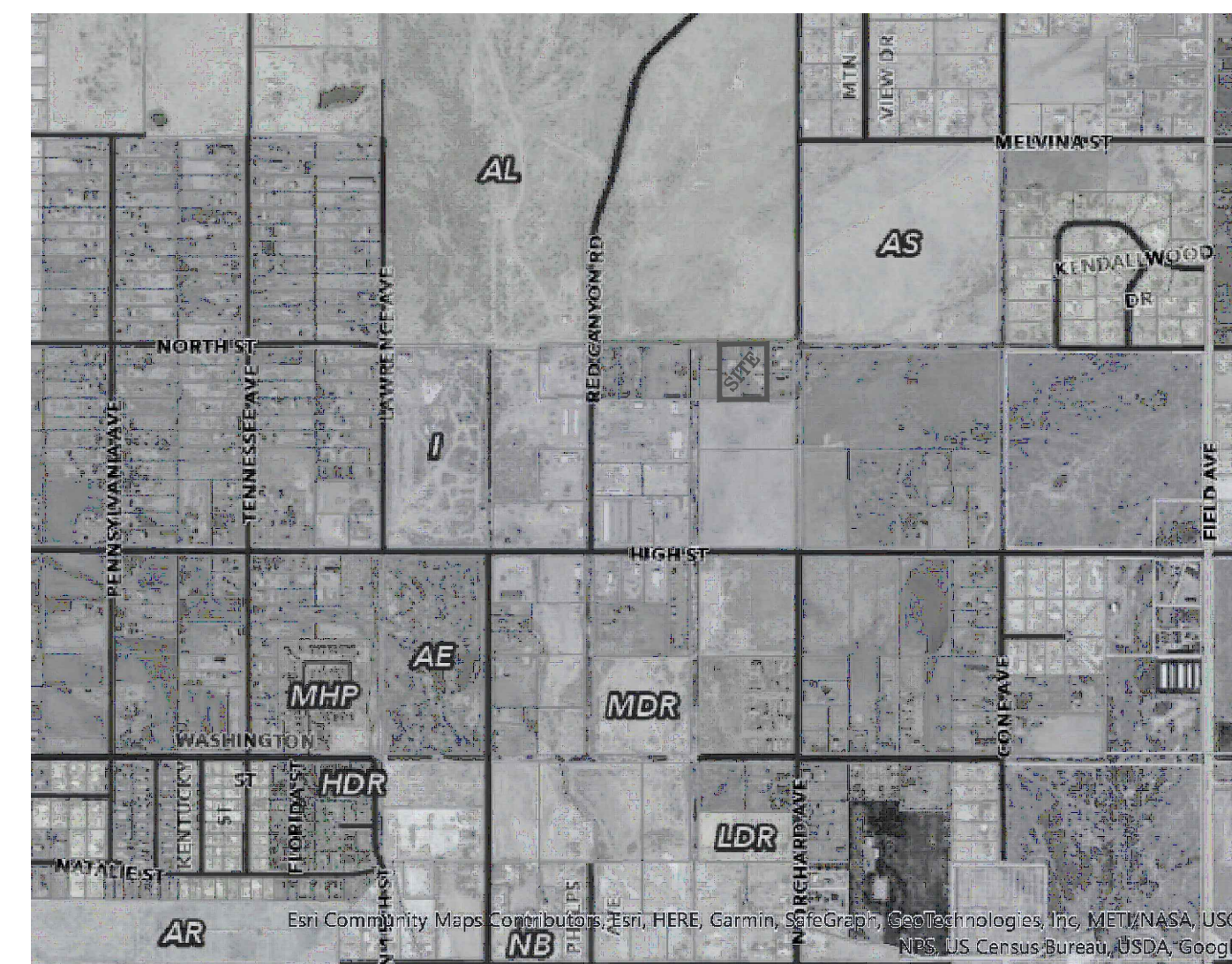
George R Hall, License #38118 Date

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**T-K Processing Interior Lot Line Vacation**  
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**In witness whereof**  
Raymond W. (Ray) Stoner and Sharon A. Stoner  
have subscribed their names this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_  
By \_\_\_\_\_  
Raymond W. (Ray) Stoner

Sharon A. Stoner  
**NOTARY STATEMENT**  
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_ by Raymond W. (Ray) Stoner and Sharon A. Stoner  
My commission expires \_\_\_\_\_  
My address is \_\_\_\_\_  
Witness my hand and official seal. \_\_\_\_\_  
Notary Public

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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.

**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.  
A detention easement shall be in the southwest corner of Lot 1 T-K Processing Interior Lot Line Vacation, being 80 feet north of the south line and 140 feet east of the west lot line.

**COUNTY CLERK AND RECORDS STATEMENT**

STATE OF COLORADO } ss  
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

<b>DRAWN BY:</b> KJH	<b>Client:</b> T&K Processing
<b>FILENAME:</b> 2023154NORTHSTREETVIL	1910 North Street
<b>DATE(S):</b> 07/14/2023 10/10/2023	Canon City, Colorado 81212

**NOTICE**  
According to Colorado law you must commence any legal action based on any defect in this survey within three years after you first discover such defect in no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.  
Any person who knowingly removes, alters or defaces any Public Land Survey Monument or Land Survey Monument or Accessory Facility is liable for a Class 2(A) misdemeanor pursuant to Colorado State Statute 18-6508, of the Colorado Revised Statutes  
**LINEAL UNITS**  
Linear units = U.S. Survey foot = 1.00' = 12 inches

**Crown Point Land Services**  
719-275-5005 Office 391 Arrowhead Drive  
P.O. Box 749 Florissant, CO 80816  
Canon City, CO 81215-0749 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. 2087561-10 prepared by Stewart Title Company, dated July 18, 2023

**BASIS OF BEARINGS:**  
Bearings are based on G.P.S. observation on the NORTH line of LOT 1 as being N 89°50'48" E. Both corners being a FOUND REBAR NO CAP.

George R Hall, License #38118 Date \_\_\_\_\_

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

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
Name of Subject Property Owner / Applicant

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

Reference: \_\_\_\_\_  
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 \_\_\_\_\_  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: \_\_\_\_\_

\_\_\_\_\_  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: \_\_\_\_\_

FROM: \_\_\_\_\_  
Name of Subject Property Owner / Applicant

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

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

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

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

**Mailing**

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

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

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

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Name of Subject Property Owner / Applicant

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

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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  
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TO: \_\_\_\_\_

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

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

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

**Mailing**

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

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

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

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

# Parcel Map Check Report

**Client:**

STONER

Client Company

1910 NORTH STREET

Date: 7/14/2023 8:42:11 AM

**Prepared by:**

Preparer

CROWN POINT LAND SERVICES

P.O. BOX 749, CANON CITY, COLORADO

---

**Parcel Name: Site 1 - Property : 1**

Segment# 1: Line

Course: N89° 59' 41"W

Length: 299.99'

Segment# 2: Line

Course: N0° 18' 26"W

Length: 329.09'

Segment# 3: Line

Course: N89° 50' 48"E

Length: 301.65'

Segment# 4: Line

Course: S0° 01' 04"E

Length: 329.93'

Perimeter: 1,260.66'

Area: 99,123.10Sq.Ft.

Error Closure: 0.0104

Course: S18° 32' 48"W

Error North : -0.00982

East: -0.00329

Precision 1: 121,217.31

---

**Parcel Name: Site 1 - Property : 2**

Segment# 1: Line

Course: N89° 59' 41"W

Length: 167.00'

Segment# 2: Line

Course: N0° 04' 37"E

Length: 329.46'

Segment# 3: Line

Course: N89° 50' 48"E

Length: 166.45'

Segment# 4: Line

Course: S0° 01' 04"E

Length: 329.93'

Perimeter: 992.84'

Area: 54,968.35Sq.Ft.

Error Closure: 0.0111

Course: S31° 27' 32"W

Error North : -0.00945

East: -0.00578

Precision 1: 89,445.05

Parcel Name: Site 1 - Property : 3

Segment# 1: Line

Course: N89° 59' 41"W

Length: 132.99'

Segment# 2: Line

Course: N0° 18' 26"W

Length: 329.09'

Segment# 3: Line

Course: N89° 50' 48"E

Length: 135.20'

Segment# 4: Line

Course: S0° 04' 37"W

Length: 329.46'

Perimeter: 926.75'

Area: 44,154.75Sq.Ft.

Error Closure: 0.0025

Course: S81° 38' 37"E

Error North : -0.00037

East: 0.00249

Precision 1: 370,696.00