

| PLANNING COMMISSION 6:00 P.M. | MAY 13, 2024 |  
SZABO SPECIAL USE

TABLE OF CONTENTS

- **File Summary**
- **Original Submittal**
  - Application
  - Right to Farm
- **Applicant Narrative**
- **Site Plan / Maps**
- **Proof of Ownership**
  - Current Title Insurance Commitment
- **Utilities / Access**
  - Electric
  - Driveway Permit
- **Additional Application Information**
  - Tax Account Statement
- **Landowner Letters, Referrals & Responses**
  - Landowner Letter sent & Responses Received
  - Referral Sent & Responses Received
  - Notification
  - Sign Posting Pictures & Affidavit



## MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

Zoltan and Eva Szabo  
14540 Hwy 71  
Brush, CO 80723  
Sent via email: [zoli\\_szb@yahoo.com](mailto:zoli_szb@yahoo.com)

Dear Applicant/Landowner:

Your Application for a Special Use Permit has been received by our office and will go to review and decision by the Planning Commission and the Board of County Commissioners. The hearing for the Planning Commission will be held on **May 13, 2024 at 6:00 P.M.**

**As per Section 2-390(B), notification sign postings need to occur no later than 10 days prior to each hearing and photographs accompanied by an affidavit to our office no later than 5 days prior to each hearing.** One sign facing each public right-of-way adjacent to the property is required. The county will provide one sign for each hearing, for the corner of Hwy 71 and Co Rd O.5, it is up to you to post it.

Planning Commission sign notice dates: **Posted by May 3, 2024**  
**Pictures and Affidavit by May 8, 2024**

We will have the sign ready to be picked up in our office on April 26th, 2024.

It is necessary that you be present at the hearing to answer any questions the Planning Commission may have. If you are unable to attend, a letter stating who will be representing you will be needed.

Do not hesitate to contact us at any time if you have questions.

Sincerely,

*Nicole Hay*

Nicole Hay  
Planning Administrator

FILE SUMMARY





**MORGAN COUNTY  
PLANNING AND ZONING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION  
FILE SUMMARY**

**May 6, 2024**

**Hearing date – May 13, 2024**

**APPLICANT and LANDOWNER: Zoltan and Eva Szabo**

This application is for a Special Use Permit to utilize an existing building on the property for secure indoor storage of vintage and collector cars. The permitted area is located in a part of the S½N½ of Section 24, Township 3 North, Range 56 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, aka 14540 Highway 71, Brush, CO 80701.

This request is to allow indoor public storage of approximately 30 to 35 vintage/collector cars in an existing 6000 square foot building. The property is zoned Agriculture Production and is in the Brush Fire District. Commercial vehicle storage facilities are not a designated use by right, conditional use, or special use under the Morgan County Zoning Regulations in the applicable district and therefore, require a special use permit pursuant to Sec. 2-375.

In reviewing this application, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a Use by Special Review in Section 2-395 of the Morgan County Zoning Regulations has been met.

Section 2-395 Special Use Permit Criteria:

- A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. Specifically:

*The property is located in the southeastern planning area as defined by the Morgan County Comprehensive Plan. In this area Comprehensive Plan goals include:*

*Encourage the preservation of agricultural production land to ensure continuation of this important industry. The facility will not impact and therefore preserve the agricultural economic base historically attributed to the area.*

- B. All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.
- C. The site plan conforms to the district design standards of these Regulations.
- D. All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures.

*There is access to public infrastructure. The project is designed for long-term storage; therefore, no additional road or traffic impacts are expected.*

- E. The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.  
*There is only one residence located on 40 acres adjacent to the east of this property. Other adjacent uses include pasture ground.*
- F. The special use poses only the minimum amount of risk to the public health, safety and welfare as set by either federal, state or county regulation, whichever is the strictest.  
*The proposed special use will not increase the risk to public health, safety or welfare.*
- G. The special use proposed is not planned to be developed on a non-conforming parcel.  
*The proposed Special use is located on a conforming parcel.*
- H. The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review.
- I. For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.  
*The proposed special use does not require water.*

Nicole Hay,  
Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Original Application

Right to Farm





MORGAN COUNTY PLANNING  
 ZONING & BUILDING DEPT.  
 231 Ensign, P.O. Box 596  
 Fort Morgan, Colorado 80701  
 PHONE (970)542-3526  
 FAX (970)542-3509

EMAIL: [permits\\_licensing@co.morgan.us](mailto:permits_licensing@co.morgan.us)

PERMIT # SU2024 - 0002

Date Received <u>2/11/24</u>	Received By <u>KJS</u>
App Fee <u>\$1050</u>	Ck/CC #: <u>1235</u> Paid <u>2/11/24</u>
Minor Amend Fee: \$ _____	CK/CC #: _____ Paid <u>/ /</u>
Recording Fee \$ _____	Ck/CC #: _____ Paid <u>/ /</u>
PC Date: <u>/ /</u>	BOCC Date: <u>/ /</u>
100 Year Floodplain? <u>Y/N</u>	Taxes Current? <u>Y/N</u>

**SPECIAL USE PERMIT APPLICATION**

*(Also to be used as application for Amendments to Existing Special Use Permits)*

Landowner **MUST** Sign Application and Right to Farm Policy

**APPLICANT**

Name Zoltan Szabo  
 Address 14540 Hwy 71  
Brush CO  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**LANDOWNER**

Name same Zoltan & Eva Szabo  
 Address \_\_\_\_\_  
 Phone ( ) \_\_\_\_\_  
 Email \_\_\_\_\_

**BRIEF DESCRIPTION OF APPLICATION**

Indoor Storage for Cars

**PROPERTY LEGAL DESCRIPTION**

Address (if available):  
14540 Hwy 71

S: 24T: 3 R: 51p \_\_\_\_\_ 1/2 SW 1/4 NE 1/4 + SE 1/4 NW 1/4 Property Size 40 (sq. ft. or acres)  
 Parcel #: 123 - 124 - 000 - 002 Zone District: A  
 Subdivision: \_\_\_\_\_ Lot #(s): \_\_\_\_\_

Is property located within 1320' (1/4 mile) of a livestock confinement facility? Y/N

**SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE.**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.**



## SPECIAL USE PERMIT REQUIRED ATTACHMENT LIST

**Fee:**

Non-Refundable Application Fee

*\*Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations*

**Project Narrative:**

Narrative— Including the following:

- Project Description
- Purpose of request
- How this proposal complies with the Morgan County Comprehensive Plan  
*See: <https://morgancounty.colorado.gov/sites/morgancounty/files/Comprehensive-Plan-2008.pdf>*
- How this project/proposed use meets the criteria for Special Use Permit pursuant to Sec. 2-395 of the Zoning Regulations
- How the project/proposed use meets any specific criteria related to the project/proposed use. *See Morgan County Zoning Regulations Chapter 4-Supplementary Regulations, including but not limited to: Campgrounds, Livestock Confinement, Kennels, Outdoor Shooting Ranges, Home Occupations, Oil and Gas, Mobile Home Parks, Wireless Service Facilities, Solar, Wind and BESS*
- How project will relate to or impact existing adjacent uses
- All off-site impacts and proposed mitigation measures
- Development or implementation schedule of project
- Proposed length of time the permit, if applicable
- Discussion of any public improvements required to complete the project

**Environmental Impacts:**

Discuss any environmental impacts the Special Use will have on the following and the proposed mitigation measures:

- |                                      |                                   |  |  |
|--------------------------------------|-----------------------------------|--|--|
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Dust     | <input type="checkbox"/> Existing Vegetation | <input type="checkbox"/> Land Forms      |
| <input type="checkbox"/> Noise       | <input type="checkbox"/> Odor     | <input type="checkbox"/> Storm Water Runoff  | <input type="checkbox"/> Water Resources |
| <input type="checkbox"/> Wetlands    | <input type="checkbox"/> Wildlife | <input type="checkbox"/> Visual Amenities    | <input type="checkbox"/> Other _____     |



**Map & Plans:**  **Special Use Map** meeting the requirements of Sec. 2-420 and any specific map requirements for the proposed use including but not limited to: *Campgrounds, Livestock Confinement, Kennels, Outdoor Shooting Ranges, Home Occupations, Oil and Gas, Mobile Home Parks, Wireless Service Facilities, Solar, Wind and BESS.* *Sample Map attached to application for reference*

**Drainage/Run-Off Control Plan** may be required if the Planning Administrator determines that the use or building meets one of the following criteria:

- (1) The accessory use or building may have a drainage impact on adjacent properties;
- (2) The accessory use or building may have a drainage impact on adjacent right of ways;
- (3) The accessory structure is 5000 square feet or larger.

**Decommissioning Plan** [Wind, Solar, BESS]

**Geotechnical Report** [Wind, Solar]

**Maintenance Statement** [Wind, Solar, BESS]

**Water and/or Wind Erosion Control Plan** [Wind, Solar]

**Fire Mitigation Plan** [BESS]

**Specification Sheet** [BESS]

**Emergency Operation Plan** [BESS]

**Ownership:**  **Current title insurance commitment (last 6 months)**

**Mineral Rights Holders Notification**

**Notice to FFA & Approval Letter** [Wind]

**Notice to Operator of Communication Link (if applicable)** [Wind]

**Proof of current paid taxes**

**Utilities/Access:**  **Water tap (Engineering Report from Quality Water or proof of access to a well)**

**Sewer (Septic Permit, Will Serve Letter from NCHD or proof of other public system)**

**Electric (Electric bill or letter of commitment from electricity provider)**

**Driveway Permit from CDOT or Morgan County Road & Bridge (If required by staff)**

**Ditch Company- Proof of contact if there is a ditch on or next to subject property**

**Architecture Control Approval (if applicable)**

**Utility Interconnection or Crossing Certification** [Wind, Solar]

**Road Agreement** [Wind, Solar]

**Electrical Diagram** [BESS]

**Vested Rights:**  **Vesting Rights (Optional).** If applying for vested rights with special use application, the following must be submitted:

- Period of time Vesting Rights are requested
- Development schedule including timeline and phases
- Reason for request
- Other pertinent factors concerning the development
- Additional application fee for vesting rights application

**Miscellaneous:**  **Right to Farm Policy** signed by Landowner (attached)

- Liability Insurance for Solar, Wind and/or BESS projects**
- \_\_\_ # Paper Application sets
- \_\_\_ Digital Copy of Application (One sided only)
- Posted Public Notice Verification:**
  - Notarized affidavit with photographs from a distance & close-up

This must be submitted PRIOR to Planning Commission hearing and PRIOR to Morgan County Board of Commissioners hearing

**Additional Information required by staff:**

drawing of proposed use

**APPLICANT & LANDOWNER'S STATEMENT**

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge.  
Application must be signed by landowners as shown on title insurance/commitment.


Zoltan Szabo      12.10.23  
Applicant Signature      Date

Eva Szabo      02.26.24  
Applicant Signature      Date

Kathy A      02.22.24  
Landowner Signature      Date

Eva Szabo      02.26.24  
Landowner Signature      Date

 Eva Needs  
to Sign

Eva's sig 





**MORGAN COUNTY, PLANNING, ZONING & BUILDING DEPT.**  
 231 Ensign, P.O. Box 596  
 Fort Morgan, Colorado 80701  
 PHONE (970) 542-3526 FAX (970) 542-3509

**MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE**

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all other manner of agricultural activities and operations in Morgan County are integral and necessary elements of the continued vitality of the county's economy, culture, landscape and lifestyle. Morgan County specifically recognizes the importance of agricultural operations as necessary and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept as normal the effects of agriculture and rural living. These may include noise from tractors, equipment, and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odor from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers, including aerial spraying; and movement of livestock or machinery on public roads. Under the provisions of the State of Colorado's "Right to Farm" law (Section 35-3.5-101 and following, C.R.S.), all normal and non-negligent agricultural operations may not be considered nuisances.

Also public services in a rural area are not at the same level as in an urban or suburban setting. Road maintenance may be at a lower level, mail delivery may not be as frequent, utility services may be nonexistent or subject to interruption, law enforcement, fire protection and ambulance service will have considerably longer response times, snow may not be removed from county roads for several days after a major snow storm. First priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farm and oilfield equipment, ponds, and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, noxious weeds, livestock, and territorial farm dogs may present real threats to children. It is necessary that children's activities be properly supervised for both the protection of the children and protection of the farmer's livelihood.

All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and pets under control. There may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out.

Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office and the County Planning and Zoning Department, and County Attorney.

**RECEIPT AND STATEMENT OF UNDERSTANDING**

I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

I further state that I am aware that the conditions of living in an unincorporated area are different than living in a town or city and that the responsibilities of rural residents are different from urban or suburban residents. I understand that under Colorado law that a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

Zoltan Szabo 12-10-23  
 Signature Date

Zoltan Szabo  
 Printed Name

10540 Hwy 71 Brush CO 80723  
 Address

**To Be Signed by Landowner**

*Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.*



**MORGAN COUNTY**  
**PLANNING, ZONING & BUILDING DEPT.**  
 231 Ensign, P.O. Box 596  
 Fort Morgan, Colorado 80701  
 PHONE (970) 542-3526 FAX (970) 542-3509

**MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE**

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all other manner of agricultural activities and operations in Morgan County are integral and necessary elements of the continued vitality of the county's economy, culture, landscape and lifestyle. Morgan County specifically recognizes the importance of agricultural operations as necessary and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept as normal the effects of agriculture and rural living. These may include noise from tractors, equipment, and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odor from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers, including aerial spraying; and movement of livestock or machinery on public roads. Under the provisions of the State of Colorado's "Right to Farm" law (Section 35-3.5-101 and following, C.R.S.), all normal and non-negligent agricultural operations may not be considered nuisances.

Also public services in a rural area are not at the same level as in an urban or suburban setting. Road maintenance may be at a lower level, mail delivery may not be as frequent, utility services may be nonexistent or subject to interruption, law enforcement, fire protection and ambulance service will have considerably longer response times, snow may not be removed from county roads for several days after a major snow storm. First priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farm and oilfield equipment, ponds, and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, noxious weeds, livestock, and territorial farm dogs may present real threats to children. It is necessary that children's activities be properly supervised for both the protection of the children and protection of the farmer's livelihood.

All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and pets under control. There may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out.

Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office, the County Planning and Zoning Department, and the County Attorney.

**RECEIPT AND STATEMENT OF UNDERSTANDING**

I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

I further state that I am aware that the conditions of living in an unincorporated area are different than living in a town or city and that the responsibilities of rural residents are different from urban or suburban residents. I understand that under Colorado law that *with Eva Szabo's print to sign and* agricultural operation may not be considered a public or private nuisance.

**To Be Signed by all Landowners**

*Eva Szabo* *OK 26-2-08*  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
*Eva Szabo*  
 Printed Name \_\_\_\_\_  
 \_\_\_\_\_  
 Address \_\_\_\_\_

*Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC.34 on September 2, 2008.*

# RECEIPT

## Morgan County

31 Ensign, Fort Morgan, CO 80701

(970) 542-3526



SU2024-0002 | Special Use Permit

Receipt Number: 544822

Payment Amount: \$650.00

March 15, 2024

Transaction Method	Payer	Cashier	Reference Number
Check	The FOur Legged Inn	Jenafer Santos	1235

### Comments

Paid on 2/16/2024

### Assessed Fee Items

Fee Items being paid by this payment

Assessed On	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
03/15/24	Special Use - Full Review		\$650.00	\$650.00	\$0.00
<b>Totals:</b>			\$650.00	\$650.00	
				<b>Previous Payments</b>	\$0.00
				<b>Remaining Balance Due</b>	\$0.00

### Application Info

Property Address	Property Owner	Property Owner Address	Valuation
14540 HWY 71 BRUSH, CO 80701	SZABO, ZOLTAN & EVA	14540 HWY 71 BRUSH, CO 80723	

### Description of Work

Indoor storage for cars roughly 30-35 - Structure already built



APPLICANT NARRATIVE

*We will have around 30-35  
Vehicles*

## **Project Narrative**

### **Project description**

Indoor storage for vintage/collector cars.

### **How this proposal complies with Morgan County Comprehensive Plan**

The proposed business will have no additional impact on the environment as we already have an established garage space. There will be no additional building or construction necessary to start this project.

The proposed business will help to support the land use development guidelines by providing a secure storage service, especially for new homeowners of new developments that may otherwise not have the room available to store the vintage/collector cars. Thereby, keeping neighborhoods less cluttered with vehicles.

### **How this project/proposal use meets the criteria for Special Use Permit pursuant to Sec. 2-395 of the Zoning Regulations**

#### **Zoning Regulations 2-395 Notice of Hearing Requirements**

At least fourteen (14) days prior to a public hearing before the Board of County Commissioners, notice of the hearing shall be published in a newspaper of general circulation in Morgan County. Publication of said notices shall be the responsibility of the applicant and shall read as shown in Appendix A (Forms).

We are aware of the notice of hearing requirements section 2-395 in the zoning regulations and will take appropriate actions. The newspaper will be the Fort Morgan Times. Contact there is JD at

### **Specific criteria related to Morgan County Zoning Regulations Chapter 4- Supplementary Regulations**

Home Occupations 4-305 The intent of the proposed project is for the operation of limited commercial activity within established residential zone district.

Home Occupations 4-310 Proposal will be a home based business but the business will be located in the barn separate from the principle dwelling.

#### **Signs 4-345**

We are aware of the sign regulations in Appendix S of the Morgan County zoning

regulations and will abide by such when it comes time for us to apply to put up our signage.

**How will project/proposed use will relate to or impact existing adjacent uses**

We do not expect any impact or relation to existing adjacent uses. Currently, there are no known commercial uses in the adjacent area of the proposed project. Residential uses are on 40-acre parcels and there is only 1 neighbor.

**Off-site impacts and mitigation**

We do not expect any additional offsite impacts as project is design for a long-term storage and therefore do not anticipate any additional impact in the flow of traffic.

**Environmental impacts**

None, beyond what would be expected from a general homeowner usage. On average, we expect less than 1 visitor per day.

Zoltan Szabo

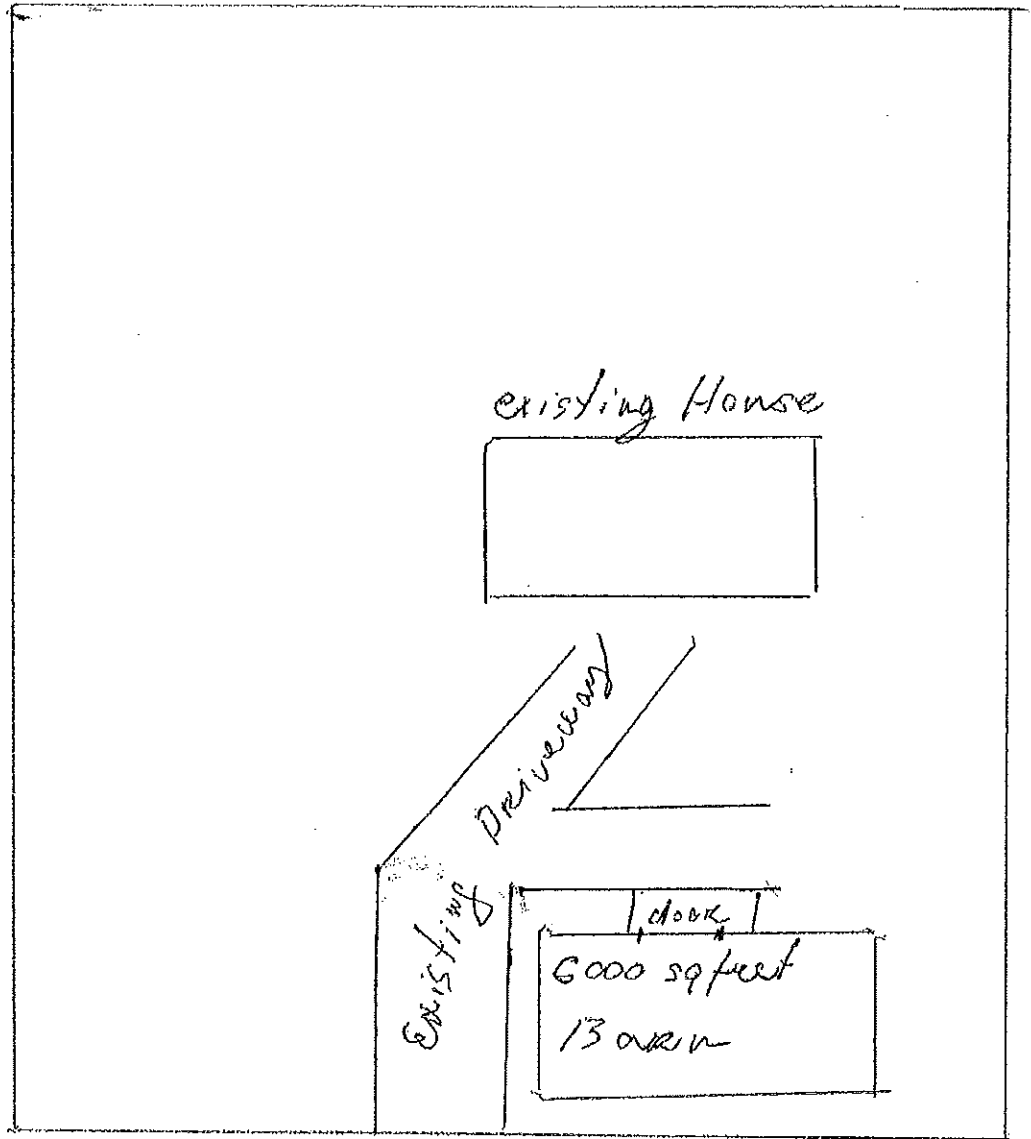
14540 Highway 71  
Brush, CO 80723



SITE PLAN / MAPS

14540 Hwy #1  
Zoltan Szabo

Hwy #1



CR. 0.5

# PROOF OF OWNERSHIP

Current Title Insurance Commitment







**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.

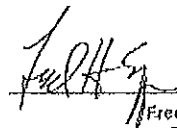
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

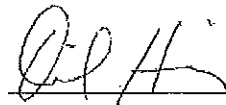
**COMMITMENT TO ISSUE POLICY**

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.



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

010-UN ALTA Commitment for Title Insurance Without Arbitration (07-01-2021)



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

010-UN ALTA Commitment for Title Insurance Without Arbitration (07-01-2021)



## 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.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

010-UN ALTA Commitment for Title Insurance Without Arbitration (07-01-2021)





**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION (INTENTIONALLY DELETED)**

**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, Mail Code: Policies 187, Houston, TX 77036.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

010-UN ALTA Commitment for Title Insurance Without Arbitration (07-01-2021)



**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: Northern Colorado Title Services Co., Inc.  
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701  
Issuing Office's ALTA® Registry ID: 0044474  
Commitment No.: NCT24924  
Issuing Office File No.: NCT24924  
Property Address: 14540 HIGHWAY 71, Brush, CO 80723

1. Commitment Date: February 7, 2024 at 08:00 AM

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (07/01/21)	TBD	\$200.00

Proposed Insured: TO BE DETERMINED

Other Charges:

---

**TOTAL DUE: \$200.00**

**NOTE: A Minimum Fee of \$115.00 will be charged if file is cancelled.**

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:

**ZOLTAN SZABO and EVA SZABO**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

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



**SCHEDULE A**  
(Continued)

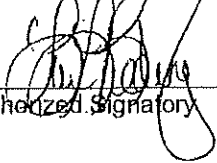
5. The Land is described as follows:

The SW1/4 NE1/4 of Section 24, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, lying East of Highway 71 and a parcel in the SE1/4 NW1/4 of Section 24, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, lying East of Highway 71.

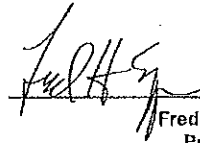
and commonly known as (for informational purposes only): 14540 HIGHWAY 71, BRUSH, CO 80723

Northern Colorado Title Services Co., Inc.

Authorized Signatory



**stewart**  
title guaranty company



Frederick H. Eppinger  
President and CEO



Denise Carraux  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

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



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Requirements**

File No.: NCT24924

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.
  - a. Proper Deed from ZOLTAN SZABO and EVA SZABO to TO BE DETERMINED, conveying the land described herein.
  - b. Dollar amount of Policy coverage must be provided to the Company.
  - c. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B - Section II and a Schedule C (if applicable) with matching Commitment Numbers.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

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





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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

File No.: NCT24924

**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. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) 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), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. The Richter Ditch and rights of way therefor, as evidenced by Map and Sworn Statement filed February 2, 1900 in Irrigation File No. 28.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

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



## SCHEDULE B PART II

(Continued)

9. Right of way for road purposes as specified in that road petition recorded April 27, 1887 in Book 15 at page 8 said road to be not less than 60 feet in width.
10. Reservation of right of way for ditches and canals constructed by the authority of the United States, in U.S. Patent recorded December 24, 1896 in Book 12 at page 284.
11. Reservation of right of the proprietor of any penetrating vein or lode to extrans his, in U.S. Patent recorded December 24, 1896 in Book 12 at page 284.
12. Right of way, whether in fee or easement only, for road purposes, as granted to The County of Morgan, by C.W. Reichard in instrument recorded March 14, 1938 in Book 365 at page 155, affecting the described property.
13. Right of way, whether in fee or easement only, for road purposes, as granted to The County of Morgan, by A.G. Moeller and Rachel Moeller in instrument recorded March 14, 1938 in Book 365 at page 156, affecting the described property.
14. Undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by Charles W. Reichard aka C.W. Reichard in the Deed to A.G. Moeller and Rachel Moeller, recorded November 3, 1938 in Book 369 at page 387, and any and all assignments thereof or interests therein.
15. Right of way, whether in fee or easement only, for road purposes, as granted to The County of Morgan, by A.G. Moeller in instrument recorded December 3, 1956 in Book 582 at page 143, affecting the described property.
16. Right of way, whether in fee or easement only, for the construction, reconstruction, operation and maintenance of conductors and conduits for the transmission of electricity, together with the necessary poles, towers, crossarms, cables, wires, guys, supports and other fixtures and devices, used or useful in the operation of electric transmission lines, as granted to Public Service Company of Colorado, by Rachel Moeller, Mary Rhoads and Harvey Rhoads in instrument recorded August 30, 1963 in Book 677 at page 135, affecting the described property.
17. Oil and Gas Lease between Joseph M. Johnson, Attorney-in-fact for the heirs of Charles W. Reichard and Sarah Reichard, both deceased, per Power of Attorney recorded in Book 419 at page 103 of the Kit Carson County, Colorado records and R. Hal Johnson, Jr., recorded December 6, 1974 in Book 748 at page 120, and any and all assignments thereof or interest therein.
18. Oil and Gas Lease between Wayne and Martha Colburn and Maxey Geological Services, Inc., recorded October 6, 1978 in Book 785 at page 521, and any and all assignments thereof or interests therein.
19. Subject to a 60 foot easement for road purposes as shown in Deed from Wayne E. Colburn and Martha Colburn to Paul G. Westover and Helen M. Westover, recorded June 19, 1979 in Book 793 at page 947, and any and all assignments thereof or interests therein.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

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



## SCHEDULE B PART II

(Continued)

20. All interest in all oil, gas and other mineral rights as reserved by Wayne E. Colburn and Martha Colburn in Deed to Paul G. Westover and Helen M. Westover, recorded June 19, 1979 in Book 793 at page 947, and any and all assignments thereof or interests therein.
21. Right of way for Colorado State Highway 71 as it currently exists and is in use.
22. Easement and right of way for ELECTRIC POWER AND TRANSMISSION purposes as granted by STANLEY W. GRIPPIN and DIXIE L. GRIPPIN to UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION as contained in instrument recorded MAY 8, 2006 in Book 1242 at Page 442, the location of said easement and right of way are more specifically defined in said document.
23. Terms, conditions, provisions, agreements, burdens and obligations as contained in TRANSMISSION EASEMENT AGREEMENT between WAYNE E. COLBURN and MARTHA E. COLBURN and INVENERGY WIND LLC recorded DECEMBER 27, 2006 at Reception No. 839860.
24. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOGAN INTERCONNECT, LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded OCTOBER 15, 2020 at Reception No. 928295.
25. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOGAN INTERCONNECT, LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded NOVEMBER 20, 2020 at Reception No. 929045.
26. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.
27. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.
28. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; AND (D) CITY OF FORT MORGAN, COLORADO RECORDED NOVEMBER 22, 1989 IN BOOK 917 AT PAGE 513.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: NCT24924

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



## 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:**

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

- a. 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.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. 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.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. 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 and CPRA Notice"). This CCPA and 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 and CPRA ("consumers" or "you"). All terms defined in the CCPA and 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:

Category	Examples	Collected
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:

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

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

#### **Link to Privacy Notice**

Stewart's 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

## UTILITIES / ACCESS

Electric

Driveway Permit

NNNN

OFFICE HOURS: Monday - Friday 8:00 AM - 4:30 PM  
PHONE: 970-867-5688 or 800-867-5688  
EMAIL: customerservice@mcrea.org  
WEBSITE: www.mcrea.org



Morgan County Rural Electric Association  
PO Box 738  
Fort Morgan, CO 80701-0738

**TOTAL  
AMOUNT DUE**  
**\$223.77**  
AutoPay on  
02/15/2024

See next page for bill details.

Account Information		Balance Summary	
Account #:	2729401	Previous Balance	\$157.02
Customer Name:	GREGG BARTLETT	Payment(s)	-\$157.02
Statement Date:	02/01/2024	Balance Before Current Charges	\$0.00
Current Bill Due Date:	02/15/2024	Total Current Charges	\$223.77
Mailing Address:	14540 HIGHWAY 71 BRUSH CO 80723-9434	Total Amount Due	\$223.77

**IMPORTANT CUSTOMER INFORMATION**  
Did you know that Morgan County REA offers scholarships for local students? See the back of this bill for more information!



Morgan County Rural Electric Association  
PO Box 738  
Fort Morgan, CO 80701-0738

Account Number	2729401
Statement Date	02/01/2024
AutoPay on 02/15/2024	\$223.77
<b>AutoPay - Do Not Send Payment</b>	

**PAY BY PHONE:** 877-495-6487  
**ONLINE:** Check or credit/debit card at [www.mcrea.org](http://www.mcrea.org) or  
download the mobile SmartHub app.



GREGG BARTLETT  
14540 HIGHWAY 71  
BRUSH CO 80723-9434

MORGAN COUNTY REA 1  
PO BOX 738  
FORT MORGAN CO 80701-0738

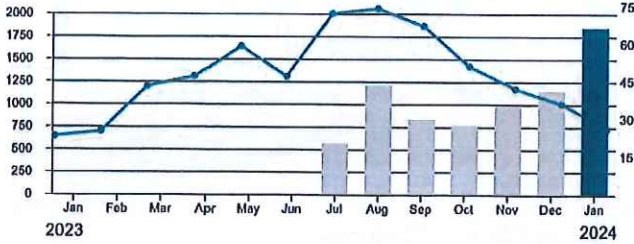




MEMBER NAME | GREGG BARTLETT  
 Account Number | 2729401  
 Statement Date | 02/01/2024

Location: 0356240400		Service Desc: SMALL POWER - TXD		Service Address: 14540 HWY 71 - SHOP					
Rate Class	Meter No.	Reading Dates		Days Served	Readings		Multiplier	kWh Usage	Demand Reading
040	170097855	From	To	31	Previous	Present	1.0	1853	9.3
		01/01/2024	02/01/2024		5988	7841			

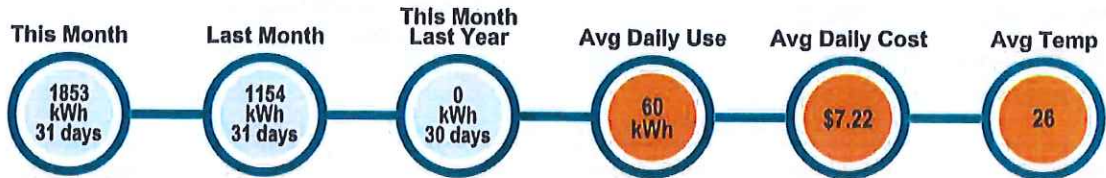
kWh ■ Previous Months ■ Current Month Average Temp ● Temp



**Current Service Detail**

Facility Charge		\$45.50
Energy Charge	1,853 kWh @ .092800	\$171.96
Colorado Sales Tax		\$6.31
<b>Total Current Charges</b>		<b>\$223.77</b>

**Energy Usage Comparison**



NNNN

OFFICE HOURS: Monday - Friday 8:00 AM - 4:30 PM  
PHONE: 970-867-5688 or 800-867-5688  
EMAIL: customerservice@mcrea.org  
WEBSITE: www.mcrea.org



Morgan County Rural Electric Association  
PO Box 738  
Fort Morgan, CO 80701-0738

**TOTAL  
AMOUNT DUE**  
**\$53.26**  
AutoPay on  
02/15/2024

See next page for bill details.

Account Information		Balance Summary	
Account #:	2729400	Previous Balance	\$39.38
Customer Name:	GREGG BARTLETT	Payment(s)	-\$39.38
Statement Date:	02/01/2024	Balance Before Current Charges	\$0.00
Current Bill Due Date:	02/15/2024	Total Current Charges	\$53.26
Mailing Address:	14540 HIGHWAY 71 BRUSH CO 80723-9434	Total Amount Due	\$53.26

**IMPORTANT CUSTOMER INFORMATION**

Did you know that Morgan County REA offers scholarships for local students? See the back of this bill for more information!



Morgan County Rural Electric Association  
PO Box 738  
Fort Morgan, CO 80701-0738

Account Number	2729400
Statement Date	02/01/2024
AutoPay on 02/15/2024	\$53.26
AutoPay - Do Not Send Payment	

PAY BY PHONE: 877-495-6487  
ONLINE: Check or credit/debit card at www.mcrea.org or  
download the mobile SmartHub app.



2108 1 AV 0.507  
GREGG BARTLETT  
14540 HIGHWAY 71  
BRUSH CO 80723-9434

5 2108  
C-8

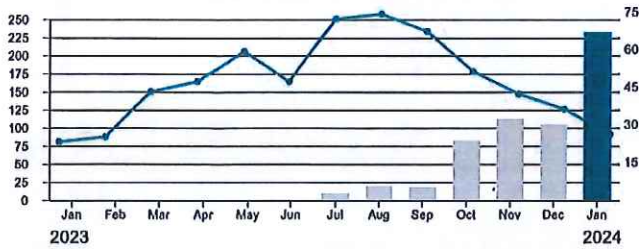
MORGAN COUNTY REA 1  
PO BOX 738  
FORT MORGAN CO 80701-0738



MEMBER NAME | GREGG BARTLETT  
 Account Number | 2729400  
 Statement Date | 02/01/2024

Location: 0356240100		Service Desc: RURAL - RESIDENTIAL		Service Address: 14540 HIGHWAY 71					
Rate Class	Meter No.	Reading Dates		Days Served	Readings		Multiplier	kWh Usage	Demand Reading
001	149831406	From	To		Previous	Present			
		01/01/2024	02/01/2024	31	340	573	1.0	233	1.642

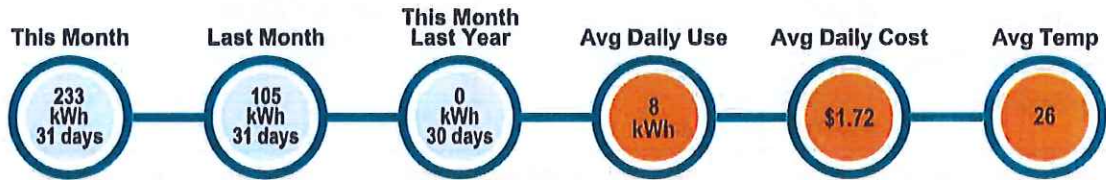
kWh ■ Previous Months ■ Current Month Average Temp ● Temp



**Current Service Detail**

Facility Charge		\$28.00
Energy Charge	233 kWh @ .108400	\$25.26
<b>Total Current Charges</b>		<b>\$53.26</b>

**Energy Usage Comparison**








**Approved Driveway Access Permit**  
Morgan County, Colorado

Driveway Access Code:	DRVO.5-0.103-N-SH71	Date:	2-9-24		
<b>Property Owner (Permittee):</b>					
Name:	Zoltan Szabo				
Address:	14540 Highway 71				
Address:					
City:	Brush	State:	CO	Zip Code:	80723
Phone:		Email:			
<b>Agent of Property Owner (If Applicable)</b>					
Name:	Zoltan Szabo				
Address:	14540 Highway 71				
Address:					
City:	Brush	State:	CO	Zip Code:	80723
Phone:		Email:			
Parcel Number:	1231-240-00-002				
Legal Description:	South West ¼ of the North east ¼ of Sec 24, Township 3, N, Range 56 West of the 6 <sup>th</sup> PM				
GPS Coordinates at the Centerline of Driveway:			Latitude:	40.211713	
			Longitude:	-103.591963	
Access onto County Road:					
MCR 0.5					
Driveway Type:	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Existing			
Maximum Width of Approved Driveway is:	40 FEET				
Culvert Required:	<input checked="" type="checkbox"/> X	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If Yes, Required Size is:	Inch

*If a culvert is not required at the time of permit issuance but future conditions deem one necessary, the cost of said culvert may be at the property owner's expense.*

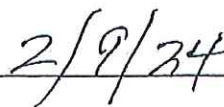
The above identified driveway has been approved by Morgan County Road and Bridge Department pursuant to all terms and conditions outlined in the Application for Driveway Access Permit are adhered to. Failure to comply with these term and conditions may result in this permit being revoked and/or the driveway being removed at permittee's expense. This permit is valid only for the one driveway access identified above. Construction of said driveway may proceed.

Morgan County, Colorado  
Public Works Department



Bruce Bass

Authorized Morgan County Agent Signature



Date

ADDITIONAL APPLICATION INFORMATION

Tax Account Statement





# Morgan County Treasurer

## Statement of Taxes Due

Account Number R003612  
Assessed To

Parcel 123124000002  
SZABO, ZOLTAN & EVA  
14540 HWY 71  
BRUSH, CO 80723

**Legal Description**

S: 24 T: 3 R: 56 SW1/4NE1/4 & PARC SE1/4NW1/4 E OF HWY 71

**Situs Address**

14540 HWY 71

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2023	\$2,499.72	\$0.00	\$0.00	(\$2,499.72)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 05/02/2024</b>					<b>\$0.00</b>

Tax Billed at 2023 Rates for Tax Area 204 - 204 - RE 2J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5530000	\$546.90	SINGLE FAMILY -	\$134,960	\$9,040
ROAD AND BRIDGE FUND	7.5000000	\$209.77	LAND		
SOCIAL SERVICES FUND	2.0000000	\$55.94	SINGLE FAMILY -	\$282,510	\$18,930
BRUSH RURAL FIRE DIST	3.3790000*	\$94.51	IMPS		
E MORGAN COUNTY HOSPITAL	4.5000000	\$125.86	Total	\$417,470	\$27,970
E MORGAN COUNTY LIBRARY	3.5000000	\$97.89			
RE 2-J BRUSH GENERAL FD	27.0000000	\$755.19			
RE 2-J BRUSH M/L OVRD	9.1930000	\$257.13			
RE 2-J BRUSH BOND RED	12.7470000	\$356.53			
Taxes Billed 2023	89.3720000	\$2,499.72			

\* Credit Levy

\*\*\*\*\*TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK\*\*\*\*\*

Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

ROBERT A SAGEL, MORGAN COUNTY TREASURER  
231 Ensign St, PO Box 593, Fort Morgan, CO 80701  
Phone: 970-542-3518, Email: esale@co.morgan.co.us  
Website: morgancounty.colorado.gov

## LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification

Sign Posting Pictures & Affidavit



## MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

April 23, 2024

Dear Neighboring Landowners:

Zoltan Szabo as applicant and Zoltan and Eva Szabo as landowners have submitted an application to our office for a Special Use Permit to utilize an existing building on the property for secure public indoor storage of vintage and collector cars.

**Legal Description:** A parcel in the S½N½ of Section 24, Township 3 North, Range 56 West of the 6<sup>th</sup> P.M., Morgan County, lying east of Highway 71, also known as 14540 Hwy 71, Brush, CO 80723.

This application is scheduled to be heard by the Planning Commission on **Monday, May 13, 2024 at 6:00 p.m.** to be held in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level) Fort Morgan, Colorado. Landowners within ¼ mile of the subject property are notified of the application and hearing date.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearing and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **May 7, 2024**.

Sincerely,

*Nicole Hay*

Nicole Hay  
Planning Administrator

*For special assistance for the mentioned hearing, please notify us at least 48 hours before the scheduled agenda item. Please call (970) 542-3526 to request any ADA accommodations*

SZABO, ZOLTAN & EVA  
14540 HWY 71  
BRUSH, CO 80723

COLBURN, MARTHA  
14998 HWY 71  
BRUSH, CO 80723

FRAZIER, BONNIE  
30475 CO RD O  
BRUSH, CO 80723

FELZIEN, RONALD L & KITTA L  
14395 CO RD 30  
BRUSH, CO 80723

FLORIAN, KEITH D & JUDY R  
P O BOX 504  
BRUSH, CO 80723

HENRY, C INC  
341 HOWELL AVE  
BRUSH, CO 80723

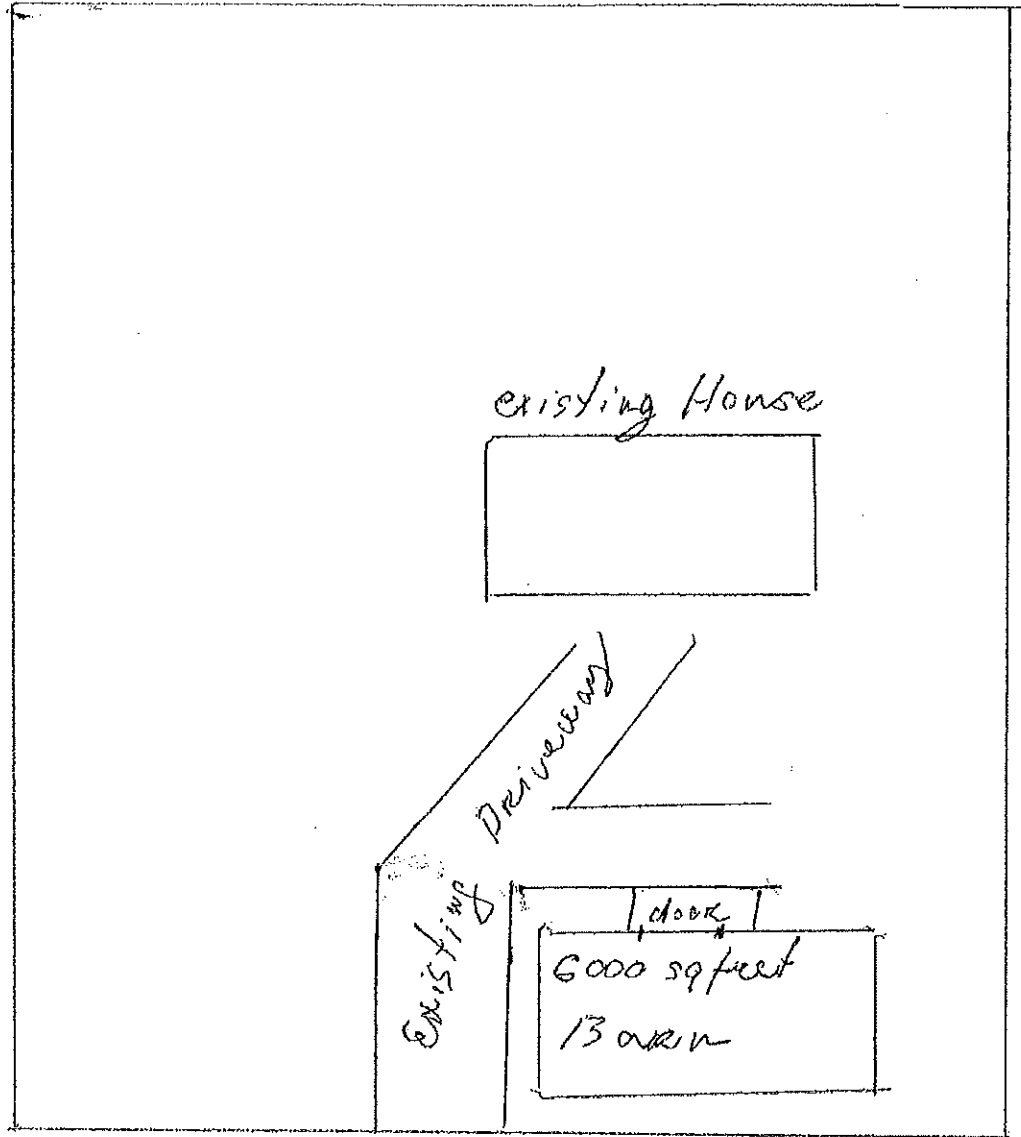
SEGELKE, GARY D & STELLA D  
406 PARK ST  
FORT MORGAN, CO 80701

JANZEN FAMILY TRUST  
14156 HWY 71  
BRUSH, CO 80723

COOK, JEFFREY A  
29152 CO RD O.5  
BRUSH, CO 80723

14540 Hwy M1  
Zoltan Szabo

Hwy 71



0.5





## MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

### TO REFERRAL AGENCIES:

Brush Fire Department	Morgan County Emergency Mgmt.
Century Link	Morgan County Quality Water
CDOT	Morgan County Road & Bridge
Colorado Parks and Wildlife	Morgan County Rural Electric Assoc.
Morgan County Assessor	Morgan County Sheriff
Morgan County Communications Center	Morgan County Weed & Pest Advisory
Morgan Conservation District	Northeast Colorado Health Department

FROM: Cheryl Brindisi, Morgan County Planning & Zoning Administrative Assistant  
231 Ensign St, PO Box 596, Fort Morgan, CO 80701  
970-542-3526 / 970-542-3509 fax / [cbrindisi@co.morgan.co.us](mailto:cbrindisi@co.morgan.co.us)

DATE: March 26, 2024

RE: Land Use Application–Special Use Permit

The following Special Use Permit application is submitted to you for review and comments. The application will be heard by the Planning Commission on **Monday, May 13, 2024 at 6:00 p.m.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). **You are encouraged to provide comments to this application by April 8, 2024.** Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend the public meeting.

**Applicant:** Zoltan Szabo

**Landowners:** Zoltan and Eva Szabo

**Legal Description:** A parcel of land located in the S½N½ of Section 24, Township 3 North, Range 56 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, lying east of Highway 71, also known as 14540 Hwy 71, Brush, CO 80723.

**Request:** Zoltan Szabo has submitted a Special Use Permit application to utilize an existing building on the property for secure public indoor storage of vintage and collector cars.

Sincerely,

*Cheryl Brindisi,*

Morgan County Planning & Zoning Administrative Assistant

**NOTICE OF PUBLIC HEARING  
MORGAN COUNTY PLANNING COMMISSION  
MAY 13, 2024 AT 6:00 P.M.  
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY  
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

Notice is hereby given that on the date and time above (or as soon as possible following the scheduled time) and at the location above, or at such time and place as this hearing may be adjourned, the Morgan County Planning Commission will conduct public hearings on the following proposed **Land Use Applications**:

- 1.) **Applicant:** Zoltan Szabo  
**Landowner:** Zoltan and Eva Szabo  
**Legal Description:** A parcel of land located in the S½N½ of Section 24, Township 3 North, Range 56 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, lying east of Highway 71, also known as 14540 Hwy 71, Brush, CO 80723.  
**Request:** Zoltan Szabo has submitted a Special Use Permit application to utilize an existing building on the property for secure public indoor storage of vintage and collector cars.  
**Date of Application:** March 15, 2024.
  
- 2.) **Applicant:** Tammy and Ralph L. Beauprez Jr. and Donna Beauprez  
**Landowner:** Fort Morgan Farms, LLC  
**Legal Description:** A parcel of land located in the NW¼ of Section 36, Township 4 North, Range 60 West of the 6<sup>th</sup> P.M., Morgan County, Colorado. Also known as 5420 County Road T, Wiggins, CO 80654.  
**Request:** For a 3-Lot Minor Subdivision. The total acreage being divided into 3 Lots is 8.25 acres. Lot 1 will be 1.81 acres and is vacant, Lot 2 will be 2.51 acres and has a single-family residence and Lot 3 will be 3.92 acres and currently has grain bins and outbuildings.  
**Date of Application:** March 25, 2024.

**THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT THE PLANNING OFFICES AT 970-542-3526.**

To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/89647221517>

Or Telephone:

Dial:

+1 719 359 4580 US

Webinar ID: 896 4722 1517

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Documents will also be available on the Morgan County Website <https://morgancounty.colorado.gov>

At time of the meeting an opportunity will be given for presentation of evidence in support of or in opposition to the application.

*Nicole Hay*

Nicole Hay

Morgan County Planning Administrator

Published: April 27, 2024

**For special assistance for the mentioned hearing, please notify us at least 48 hours before the schedule agenda item. Please call (970) 542-3526 to request any ADA accommodations.**



NOTICE OF PUBLIC HEARING  
MORGAN COUNTY PLANNING COMMISSION  
MAY 13, 2024 AT 6:00 P.M.  
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN  
COUNTY ADMINISTRATIVE BUILDING, 231 ENSIGN,  
FORT MORGAN, COLORADO

Notice is hereby given that on the date and time above (or as soon as possible following the scheduled time) and at the location above, or at such time and place as this hearing may be adjourned, the Morgan County Planning Commission will conduct public hearings on the following proposed Land Use Applications:

1.) Applicant: Zoltan Szabo  
Landowner: Zoltan and Eva Szabo  
Legal Description: A parcel of land located in the S½NW¼ of Section 24, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, lying east of Highway 71, also known as 14540 Hwy 71, Brush, CO 80723.  
Request: Zoltan Szabo has submitted a Special Use Permit application to utilize an existing building on the property for secure public indoor storage of vintage and collector cars.  
Date of Application: March 15, 2024.

2.) Applicant: Tammy and Ralph L. Beauprez Jr. and Donna Beauprez  
Landowner: Fort Morgan Farms, LLC  
Legal Description: A parcel of land located in the NW¼ of Section 36, Township 4 North, Range 60 West of the 6th P.M., Morgan County, Colorado. Also known as 5420 County Road T, Wiggins, CO 80654.  
Request: For a 3-Lot Minor Subdivision. The total acreage being divided into 3 lots is 8.25 acres.  
Lot 1 will be 1.81 acres and is vacant. Lot 2 will be 2.51 acres and has a single-family residence and Lot 3 will be 3.92 acres and currently has grain bins and outbuildings.  
Date of Application: March 25, 2024.

THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT THE PLANNING OFFICES AT 970-542-3526.

To participate remotely you may connect via Zoom at:  
<https://us02web.zoom.us/j/89647221517>  
Or Telephone:  
Dial:  
+1 719 359 4580 US  
Webinar ID: 896 4722 1517

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Documents will also be available on the Morgan County Website <https://morgancounty.colorado.gov>

At time of the meeting an opportunity will be given for presentation of evidence in support of or in opposition to the application.

/s/ Nicole Hay  
Nicole Hay  
Morgan County Planning Administrator

Published: April 27, 2024

For special assistance for the mentioned hearing, please notify us at least 48 hours before the schedule agenda item. Please call (970) 542-3526 to request any ADA accommodations.

Published: Fort Morgan Times April 27, 2024-2048305

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Morgan  
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Fort Morgan Times*.
2. The *Fort Morgan Times* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Morgan County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Fort Morgan Times* in Morgan County on the following date(s):

Apr 27, 2024

  
Signature

Subscribed and sworn to me before me this  
29th day of April, 2024

  
Notary Public

SHAYLA NAJERA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174031965  
MY COMMISSION EXPIRES July 31, 2025

(SEAL)

Account: 1052763  
Ad Number: 2048305  
Fee: \$63.48



**NOTICE OF PUBLIC HEARING ON LAND USE  
APPLICATION BEFORE THE PLANNING COMMISSION**

**Applicant: Zoltan Szabo**

**Landowners: Zoltan and Eva Szabo**

**Reason: Use by Special Review to utilize an existing  
building as secure public indoor storage of cars.**

**Location of Hearing: 231 Ensign Street,  
Fort Morgan, CO 80701**

**Date of Hearing: Monday, May 13, 2024 at 6:00PM**





NOTICE OF PUBLIC HEARING ON LAND USE  
APPLICATION BEFORE THE PLANNING COMMISSION  
Applicant: Edna Sisko  
Location: Edna and Eva Sisko  
Reason: Due to Special Review to utilize an existing  
building as storage public vehicle storage of cars.  
Location of Hearing: 231 Empire Street,  
Fort Morgan, CO 80701  
Date of Hearing: Monday, May 13, 2013 at 6:00PM