

AGENDA-REVISED
MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS

Assembly Room, Administration Building
231 Ensign Street, Fort Morgan, CO 80701
Tuesday, June 2, 2020

The County Will Be Abiding By the Social Distancing Requirements in Public Health Order 20-28 for This Meeting. Due To Limited Space In The Assembly Room, Remote Attendance Is Encouraged. If You Have Any Questions Regarding Attending The Meeting, Please Contact Karla Powell at 970-542-3500.

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/85104446435> If you cannot connect via Zoom, you may submit written public comment to bccmorganc@co.morgan.co.us by email by 5 p.m. on Monday June 1, 2020.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/85104446435> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 851 0444 6435

To watch and/or listen to the meeting but not participate, you may do so by connecting via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/85104446435> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 851 0444 6435.

9:00 A.M.

A. WELCOME – CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

**Commissioner Arndt
Commissioner Becker
Commissioner Zwetzig**

B. CITIZEN'S COMMENT PERIOD

Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3 minute time limit per person, unless otherwise noted by the Chairman. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on future posted agenda if action is required.

C. ADOPTION OF THE AGENDA

*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us at least 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodations for any of the two locations.

PREPARED BY: Karla Powell, Administrative Services Manager
AGENDA POSTED ON MAY 29, 2020 @ 11:00 A.M.

D. CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the Board of County Commissioners and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, any Board member may ask that the item be removed from the Consent Agenda and considered separately:

1. Ratify the Board of County Commissioners approval of meeting minutes dated May 21, 2020
2. Ratify the Board of County Commissioners approval of meeting minutes dated May 26, 2020
3. Ratify the Board of County Commissioners approval of Contract 2020 CNT 065, CMS Mechanical Services, Inc., Term of Contract May 27, 2020 till completed
4. Ratify the Board of County Commissioners approval of Contract 2020 CNT 066, Centennial BOCES, Term of Contract June 1, 2020 through May 31, 2021
5. Ratify the Board of County Commissioners approval of Contract 2020 CNT 067, Caberra Systems, Term of Contract May 11, 2020 till completed
6. Ratify Chairman Mark Arndt's signature on Retail Liquor or Fermented Malt Beverage License for Elaine's Place, signed date May 26, 2020
7. Ratify the Board of County Commissioners approval on assignment of debt collections to State Collections, Client #200448, #200047

E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

1. Consideration of Approval – 2020 BCC 18 – A Resolution Rescinding Resolution 2020 BCC 12 and Concerning Public Access to County Buildings (Mark Arndt, Chair/Commissioner)

F. UNFINISHED BUSINESS

G. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS

1. Commissioners Calendar for week of May 29, 2020 through June 9, 2020
2. Road Report (Commissioner, Mark Arndt)

9:30 A.M.

H. PUBLIC HEARING

1. **Harrison Homes LLC** as applicant
David A. Baugh and James D. Baugh and Marguerite D. Baugh (deceased): as landowners
Legal Description: A parcel located in the SW ¼ of Section 26, Township 5 North, Range 60 West of the of the 6th PM, Morgan County, Colorado, aka 25192 County Road 4, Weldona, Colorado 80653.

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Reason: Minor Subdivision to create 3(three) lots. Proposed Lot 1 is vacant and will consist of 2.968 acres; Lot 2 and Lot 3 are vacant and will consist of 2.425 acres each. These will be used for residential sites.

2. Toby Eisenach – Applicant

Leif Stephens - Landowner

Legal Description- Located in the S ½, S ½, NW ¼ of Section 1 Township 3 N, Range 60 W of the 6th P.M. Morgan County, Colorado addressed as 17500 Highway 39, Wiggins, CO 80654.

Reason- Use by Special Review to operate a commercial shop and storage, commercial trucking and heavy equipment parking and maintenance for Toby's Oilfield Service Equipment

I .EXECUTIVE SESSION

The Board will convene into executive session for the following purpose:

To hold a conference with the County Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) concerning pending litigation.

J ADJOURNMENT

*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us at least 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodations for any of the two locations.

RESOLUTION 2020 BCC 18

RESOLUTION RESCINDING RESOLUTION 2020 BCC 12 AND CONCERNING PUBLIC ACCESS TO COUNTY BUILDINGS

WHEREAS, C.R.S. § 30-10-109 authorizes the Board of County Commissioners of Morgan County (BOCC) to prescribe the days and hours that County offices will be open for the transaction of business;

WHEREAS, the BOCC has declared a local emergency pursuant to C.R.S. § 24-33.5-709 in response to the COVID-19 pandemic;

WHEREAS, through Resolution 2020 BCC 12, the BOCC restricted public access to County buildings;

WHEREAS, the State of Colorado has begun the process of reopening certain areas and activities to the public, subject to the requirements in Public Health Order 20-28 (PHO 20-28), as issued by the Colorado Department of Public Health and Environment; and

WHEREAS, in response to the lifting of Colorado's stay at home order and further lifting of restrictions on access to certain areas and activities, the BOCC desires to adopt a new resolution concerning public access to County buildings.

NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO:

Section 1. Beginning June 1, 2020, the following buildings will be open to the public, subject to the social distancing and limits on gathering of individuals, as prescribed in PHO 20-28, issued by the Colorado Department of Public Health and Environment, as may be amended. Anyone who desires to obtain County services remotely is encouraged to contact the applicable office to arrange for such services.

1. Administrative Building
 - a. County Clerk & Recorder - (970-542-3521)
 - b. County Treasurer - (970-542-3518)
 - c. County Assessor - (970-542-3512)
 - d. Office of Emergency Management - (970-542-3510)
 - e. Finance Department - (970-542-3505)
 - f. Information Systems - (970-542-3507)
 - g. Human Resources - (970-542-3537)
 - h. Planning & Zoning - (970-542-3526)
 - i. Tourism - (970-542-3508)
2. Commissioner's Office – (970-542-3500)

3. Department of Human Services – (970-542-3530)
4. Auxiliary Services
 - a. CSU Extension Services (970-542-3400)
5. Public Works
 - a. Road & Bridge (970-542-3560)
 - b. Landfill (970-867-9713)
6. Fairgrounds – (970-542-3500)

Section 2. The following buildings shall have limited public access and the public is encourage to contact these offices for information regarding access.

1. Emergency Services – Limited Public Access; (970-542-3570)
2. Sheriff’s Office – Limited Public Access, subject to the order of the Morgan County Sheriff; (970-867-2461)

Adopted this 2nd day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

Mark A. Arndt, Chairman

James P. Zwetzig, Commissioner

Jon J. Becker, Commissioner

ATTEST:
(SEAL)

Susan Bailey, Clerk to the Board

COMMISSIONERS CALENDAR-Revised

May 29, 2020 through June 9, 2020

May 29, 2020	11:00 a.m.	CCI Legislative Zoom Meeting (Zwetzig)
June 1, 2020	8:00 a.m. 10:30 a.m. 12:00 p.m. 1:00 p.m.	Morgan County Buildings Open to Public Office Meeting Building Maintenance Department Meeting HR Department Meeting
June 2, 2020	9:00 a.m. 9:30 a.m.	Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) Planning and Zoning Hearing - Baugh, Stephens/Eisenach
June 3, 2020	12:00 p.m.	Public Works Department Meeting
June 4, 2020	9:00 a.m. 1:00 p.m.	County Attorney Office Hours UFR/TPR Meeting (Becker)
June 5, 2020		No Meetings Scheduled
June 8, 2020	10:30 a.m. 12:00 p.m.	Office Meeting HR Department Meeting
June 9, 2020	7:00 a.m. 9:00 a.m. 1:30 p.m.	Wiggins Business Alliance (Wiggins) (Arndt) Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) Planning and Zoning Hearing - Liberty Pipeline

Unless otherwise noted, all meetings with department heads and other non-BOCC elected officials listed above may include an update on the status of the department, a general discussion of projects, any matters or concerns that the County needs to address, and activities and operations of the department.

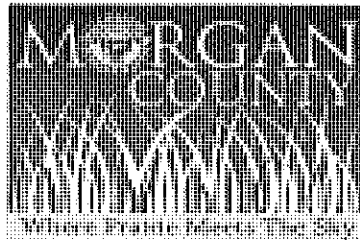
All department meetings will be by conference called or virtual unless otherwise arranged with BOCC.

CALENDAR SUBJECT TO CHANGE DUE TO AGREEABLE CANCELLATIONS AND/OR WALK IN BUSINESS

****All meetings are held in the Commissioner's Office located at 218 West Kiowa Avenue, Fort Morgan unless otherwise noted**

Posted 05/28/2020 @ 1:00 P.M. by Karla Powell, Administrative Services Manager

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**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY COMMISSIONERS
FILE SUMMARY**

May 27, 2020

June 2, 2020 hearing date

APPLICANT: Harrison Homes, LLC

LANDOWNER: David A. Baugh, James D. Baugh, Marguerite D. Baugh (deceased)

This application was considered by the Planning Commission at their meeting on May 11, 2020 and was unanimously recommends approval.

This application is for the Baugh Minor Subdivision, Second Filing in the SW¼ of Section 26, T5N, R60W of the 6th P.M. Morgan County, Colorado. The property is located on County Road Z.5 about midway between County Roads 4 and 5. The property is currently undeveloped and the lots will become residential lots in the Agriculture Production zone district.

Harrison Homes, LLC as applicant is requesting approval of a minor subdivision that will plat 7.818 acres into three lots, Lot 1 is 2.968 acres, Lots 2 and 3 are each 2.425 acres. The lots are being subdivided from an existing 227 acre parcel identified as 0971-260-00-005. There are no existing structures on the property subject to subdivision, nor any structures within the Agriculture Production setbacks.

In reviewing an application for a minor subdivision the Planning Commission and the Board of County Commissioners shall apply the following criteria as listed from Section 8-195 of the Morgan County Subdivision Regulations:

- (A) Whether the application documents are complete and present a clear picture of how the subdivision is to be laid out including all infrastructure, easements, and access.
The application documents are complete

	Lot 1	Lot 2	Lot 3
Water	Quality Water Tap 2276	Quality Water Tap 2277	Quality Water Tap 2278
Septic	NE Colo Health – no objection – new septic	NE Colo Health – no objection – new septic	NE Colo Health – no objection – new septic
Access (3)	Road and Bridge – ok new	Road and Bridge – ok new	Road and Bridge – ok new
Fire	Wiggins Rural Fire	Wiggins Rural Fire	Wiggins Rural Fire
Soil map	Provided	Provided	Provided
Ext Svc	No AU proposed at this time	No AU proposed at this time	No AU proposed at this time
Minerals	Notification in process	Notification in process	Notification in process
R-T-F	Complete	Complete	Complete

- (B) Whether the proposed subdivision is consistent with the Morgan County Comprehensive Plan.
The subdivision is located in the northwest planning area.
Chapter 2.II.C. 1., County Wide
Goals: Encourage the development where the proposed development is compatible with existing land uses – other exempted properties, minor subdivisions and small acreage properties are in the area.
There is access to existing infrastructure, Quality Water and County Road.

- C) Whether the proposed subdivision is compatible with surrounding land uses and is adequately buffered as needed.
All properties adjoining this proposed subdivision are zoned Agriculture Production.

To the north, across County Road Z is a 105 acre property owned by C&C Farms that is farmed. Buffer is created by the road and distance.

This property and additional property to the south is 200 acres and is farmed. Distance provides a buffer from the agriculture uses.

To the east are other subdivisions and an exemption that are used as family home sites, buffering is not necessary.

To the west is an exemption that is a residential use, buffering is not necessary.

All appropriate notice requirements have been completed with no comments received as of May 27, 2020. Twenty-five property owners within 1,320 feet were notified of the application; there have not been comments, either in favor or opposed. There has been no opposition received from referral agencies.

This application was considered by the Planning Commission at their meeting on May 11, 2020 and unanimously recommends approval.



Pam Cherry
Morgan County Planning Administrator

PC May 11, 2020 Meeting

Re: Baugh Minor Subdivision

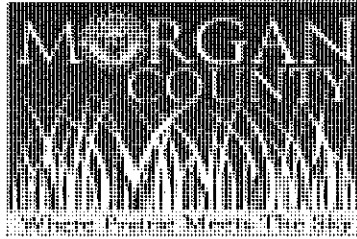
Baugh's – Landowner

Harrison Homes - Applicant

FILE SUMMARY

Re: Baugh Minor Subdivision

Dated April 29, 2020



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION
FILE SUMMARY**

April 29, 2020

May 13, 2020 hearing date

APPLICANT: Harrison Homes, LLC

LANDOWNER: David A Baugh, James D Baugh, Marguerite D Baugh (deceased)

This application is for the Baugh Minor Subdivision, Second Filing in the SW¼ of Section 26, T5N, R60W of the 6th P.M. Morgan County, Colorado. The property is located on County Road Z.5 about midway between County Roads 4 and 5. The property is currently undeveloped and the lots will become residential lots in the Agriculture Production zone district.

Harrison Homes, LLC as applicant is requesting approval of a minor subdivision that will plat 7.818 acres into three lots, Lot 1 is 2.968 acres, Lots 2 and 3 are each 2.425 acres. The lots are being subdivided from an existing 227 acre parcel identified as 0971-260-00-005. There are no existing structures on the property subject to subdivision, nor any structures within the Agriculture Production setbacks.

In reviewing an application for a minor subdivision the Planning Commission and the Board of County Commissioners shall apply the following criteria as listed from Section 8-195 of the Morgan County Subdivision Regulations:

- (A) Whether the application documents are complete and present a clear picture of how the subdivision is to be laid out including all infrastructure, easements, and access.
The application documents are complete

	Lot 1	Lot 2	Lot 3
Water	Quality Water Tap 2276	Quality Water Tap 2277	Quality Water Tap 2278
Septic	NE Colo Health – no objection – new septic	NE Colo Health – no objection – new septic	NE Colo Health – no objection – new septic
Access (3)	Road and Bridge – ok new	Road and Bridge – ok new	Road and Bridge – ok new
Fire	Wiggins Rural Fire	Wiggins Rural Fire	Wiggins Rural Fire
Soil map	Provided	Provided	Provided
Ext Svc	No AU proposed at this time	No AU proposed at this time	No AU proposed at this time
Minerals	Notification in process	Notification in process	Notification in process
R-T-F	Complete	Complete	Complete

- (B) Whether the proposed subdivision is consistent with the Morgan County Comprehensive Plan.
The subdivision is located in the northwest planning area.

Chapter 2.II.C. 1., County Wide

Goals: Encourage the development where the proposed development is compatible with existing land uses – other exempted properties, minor subdivisions and small acreage properties are in the area.

There is access to existing infrastructure, Quality Water and County Road.

- C) Whether the proposed subdivision is compatible with surrounding land uses and is adequately buffered as needed.

There are other subdivisions in the area, buffering is not necessary.

All appropriate notice requirements have been completed with no comments received as of May 1, 2020.

Twenty-five property owners within 1,320 feet were notified of the application; there have not been comments, either in favor or opposed. There has been no opposition received from referral agencies.



Pam Cherry

Morgan County Planning Administrator



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509
E-mail: pcherry@co.morgan.co.us

Filing Deadline _____

Meeting Date _____

Administrative Review ☐

MINOR SUBDIVISION APPLICATION

APPLICANT

Name HARRISON Homes LLC
Address 2311 West 16th
Street unit ~~207~~ 301
Phone (970) 459 7099
Email HARRISONHOMES@GMAIL.COM

LANDOWNERS

Name DAVID A Baugh & James D Baugh
Address 25192 CR 4
Weldona CO 80653
Phone (970) 373-7993
Email _____

TECHNICAL

General legal description of parcel: 097126000005 N/4 SW 1/4 26-5-60
Address/Location of Property: 25192 Rd 4 Weldona CO Zone District: UA "A"

Distance and Direction to nearest community: _____

Total acreage in parcel: 7.818 Number of lots to be created: 3

Name, address and phone of surveyor: 2273 King Surveyors Roy, 650 East GARDEN DRIVE 80550, 970 686 5011

Present use of Property: None

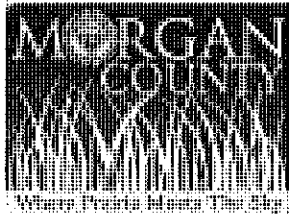
Proposed use of Property: Residential Homes

Is property located within 1320' (1/4 mile) of a livestock confinement facility: No

I hereby certify that to the best of my knowledge, the information contained within this application package is true and correct. Application must be signed by applicant and landowner as it appears in title insurance.

Applicant Signature [Signature] Date 12/30/19
Landowner Signature [Signature] Date 2/10/20

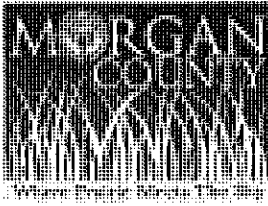
Date Received <u>4-9-20</u>	Received By <u>S Shields</u>	Fee Payment <u>\$550.00</u>	Check # <u>133233146</u>
Recording Fee \$ _____		Check # _____	
Fees Paid By <u>Daniel Harrison</u>			
Comments _____			
MS Permit # _____			



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509
E-mail: jcrosthwait@co.morgan.co.us

MINOR SUBDIVISION ATTACHMENT SCHEDULE

- ☒ Schedule A: Proof of ownership in the form of current, title insurance policy, (within the last 6 months) or attorney's title opinion.
- ☒ Schedule B: Names, addresses, and phone numbers of all property owners.
- ☒ Schedule C: Waste Disposal System
☐ Public System - "Will Serve Letter"
☒ Private System - "Will Serve Letter"
☐ Existing Septic System - Evaluation of adequacy in terms of today's regulations from local Health Department.
- ☒ Schedule D: Water System
☒ Existing or proposed public or private water system - Contract for Service
☐ Existing Well - Provide copy of drillers well completion report to state and proof of adjudication and water quality report.
☐ Proposed Well - Provide documented proof of quality and quantity of potable water
- ☒ Schedule E: Water supply information summary as required by State of Colorado, Office of the State Engineer (attached)
- ☒ Schedule F: Legal Access - Copy of permit for driveway access from Colorado Department of Transportation or Morgan County Road and Bridge Department. Other easements and/or right-of-ways as applicable. (Required for new and existing driveways)
- ☒ Schedule G: Is proposed subdivision located within a Fire District? (staff determined)
- ☒ Schedule H: Soil Type - Soil map from Morgan County Soil Conservation Service showing suitability for sanitary facilities, building site development for site specific soil.
- ☒ Schedule I: Impact statement from Morgan County Extension for determination of the number of animal units this land can sustain.
- ☒ Schedule J: Describe the general topography of the land and potential hazards.
- ☒ Schedule K: If any portion of proposed subdivision is in the floodplain these areas must be shown on the plat map. Zone, panel number and panel date to be indicated.
- ☒ Schedule L: Declaration of restrictive covenants.
- ☒ Schedule M: Homeowners Association agreement and by-laws.
- ☒ Schedule N: Revegetation plan (if not included in covenants).
- ☐ Schedule O: Names and addresses of all minor owners and/or lessees.



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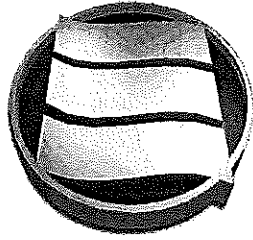
- ☒ Schedule P: Right to Farm Policy.
- ☒ Schedule Q: Plat (survey) map per requirements set forth in Morgan County Subdivision Regulations adopted February, 2003.
- ☐ Schedule R: Improvement location certificate, including setbacks of existing structures, per requirements set forth in the Morgan County Subdivision Regulations adopted February, 2003. **2 copies required.**
- ☒ Schedule S: Non-refundable Application Fee: (made payable to Morgan County Planning)
- | | |
|-----------------------|---------------------|
| Administrative Review | \$300.00 |
| Up to 10.90 acres | <u>\$550.00</u> fee |
| 11 - 20.9 acres | \$575.00 |
| 21 - 30.9 acres | \$600.00 |
| 31 - 40.9 acres | \$625.00 |
| 41 + acres | \$650.00* |
- * Plus \$15.00 per 40 acres or fraction thereof in excess of 60 acres.
- ☒ Schedule T: Plat map recording fee of \$13.00 (made payable to Morgan County Clerk & Recorder)
- ☐ Schedule U: Covenants recording fee of \$13.00 for first page and \$5.00 per page thereafter. (This fee will be collected at the conclusion of all hearings. Made payable to Morgan County Clerk & Recorder)
- ☐ Schedule V: Other staff requirements.

*Title to any or all of the Minor Subdivision cannot be transferred until all required documents have been recorded in the Morgan County Clerk and Records office.

Minimum lot size for parcel containing a water well and a septic system is 2.5 (two and one half) acres. Minimum lot size for parcel without a water well and served by a public or private water system and a septic system is 1 (one) acre.

Property taxes must be current prior to processing application.

Titlework



EQUITY TITLE ASSOCIATES II, LLC

520 Sherman Street
Fort Morgan, CO 80701
Phone: (970) 867-0515 • Fax: (970) 867-2246

Date: April 16, 2020

Our File Number: 00055852 SB

C-1 – New TBD Commitment

Re: David A. Baugh and Marguerite D. Baugh and James D. Baugh / TBD
Property Address: 25192 County Road 4 Weldona, CO 80653

Title Officer: Shelly Butt - (303) 563-4655 - shellyb@equitycol.com

Delivery List

Seller:

David A. Baugh and Marguerite D. Baugh and James D. Baugh

Buyer:

TBD

Copy to:

Daniel Harrison

Ph: (970) 459-7099

Email: harrisonsdhomes@gmail.com

SENT VIA EMAIL

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY - II

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY - II, 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned:

Shelly R. Butt

Authorized Signature

Equity Title Associates II, LLC

Company Name

Fort Morgan, Colorado

City State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company - II. This page is only a part of a 2016 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.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY - II

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 P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY - II

Transaction Identification Data for reference only:

Issuing Agent: Equity Title Associates II, LLC
Issuing Office: 520 Sherman Street, Fort Morgan, CO 80701
Loan ID Number: []
Issuing Office File Number: 00055852
Property Address: 25192 County Road 4, Weldona, CO 80653
1. Effective Date: **April 9, 2020 at 8:00 a.m.**

2. Policy to be issued:

(a) None
Proposed Insured: **TBD**
Proposed Policy Amount: **\$0.00**

(b) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**

(c) None
Proposed Insured: []
Proposed Policy Amount: **\$0.00**

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

David A. Baugh and Marguerite D. Baugh and James D. Baugh

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

STEWART TITLE GUARANTY COMPANY - II
Countersigned By



Authorized Signature

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TITLE PREMIUMS

TBD Commitment	\$	300.00
TOTAL	\$	\$ 300.00
Closing Protection Letter Fee (if applicable): \$25.00		

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EXHIBIT A
LEGAL DESCRIPTION

The Southwest Quarter (SW ¼) of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado;

EXCEPT that parcel of land described in Book 1072 at Page 851, of the records of the Clerk and Recorder of Morgan County, Colorado;

AND

The West Half of the Southeast Quarter (W ½ SE ¼) of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado;

EXCEPTING THEREFROM the Baugh Minor Subdivision and

EXCEPT the real property more particularly described in Book 1128 at Page 42, of the records of the Clerk and Recorder of Morgan County, Colorado;

County of Morgan, State of Colorado.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY - II

Requirements

File No.: 00055852

All of the following Requirements must be met:

- A. ~~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.~~
- B. ~~Pay the agreed amount for the estate or interest to be insured.~~
- C. ~~Pay the premiums, fees, and charges for the Policy to the Company.~~
- D. ~~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.~~
- i. ~~[]~~
- ii. ~~[]~~
- [=clause=]
- E. ~~Evidence if any that all assessments for common expenses due under the Declaration referred to in Schedule B, Section 2 contained herein, have been paid.~~
- F. ~~Receipt by the Company of a satisfactory Final Affidavit, executed by David A. Baugh and Marguerite D. Baugh and James D. Baugh.~~
- G. ~~Receipt by the Company of a satisfactory Final Affidavit, executed by TBD.~~
- H. ~~Payment of all taxes and assessments now due and payable.~~

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY - II

Exceptions

File No.: 00055852

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 of which all of the Schedule B, Part I - Requirements are met.

NOTE: Provided Equity Title Associates II, LLC conducts the closing of this transaction, Exception 1 will be deleted.

2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Upon receipt of [a satisfactory survey and] [final affidavits], as shown in Schedule B - Section 1, Exceptions 2 through 5 will not appear on the Lender's Policy (if any) to be issued hereunder.

6. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year ~~2019~~ and subsequent years, a lien, not yet due or payable."

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. Reservations contained in the Patent, issued December 31, 1877, as COCOAA-016946-06. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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SCHEDULE B, PART II

(Continued)

9. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and a right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated May 4, 1892, in Volume 145 at Page 405. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Order, recorded May 6, 1907, as Reception No. 25157.
11. Weldon Valley Ditch as presently in existence.
12. An Oil and Gas Lease, from Zealey Jones, as Lessor(s) to Shell Oil Company, as Lessee(s), dated April 8, 1952, recorded May 6, 1952, as Reception No. 378180, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. An Oil and Gas Lease, from Morgan County Investment Company, as Lessor(s) to Wm. R. Edmondson and Mike O'Donnell, as Lessee(s), dated June 16, 1954, recorded July 13, 1954, as Reception No. 400304, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Reservation of and undivided $\frac{1}{2}$ interest in and to all oil, gas and other minerals, as described in Deed recorded July 11, 1963, as Reception No. 505204. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. An Oil and Gas Lease, from Morgan County Investment Company, as Lessor(s) to Mid-America Drilling Company, as Lessee(s), dated December 3, 1963, recorded February 3, 1964, as Reception No. 511335, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Reservation of and undivided $\frac{1}{2}$ interest in and to all oil, gas and other minerals, as described in Deed recorded March 21, 1966, as Reception No. 534150. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. An Oil and Gas Lease, from Gordon L. Baugh and Marguerite D. Baugh, as Lessor(s) to Regal Petroleum Limited, as Lessee(s), dated November 13, 1981, recorded December 9, 1981, as Reception No. 657499, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. An Oil and Gas Lease, from Gerald A. Baugh, as Lessor(s) to Regal Petroleum Limited, as Lessee(s), dated November 11, 1981, recorded December 9, 1981, as Reception No. 657500, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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SCHEDULE B, PART II

(Continued)

19. An Oil and Gas Lease, from Lenore Wind and Allyn Wind, as Lessor(s) to Regal Petroleum Limited, as Lessee(s), dated November 18, 1981, recorded December 9, 1981, as Reception No. 657501, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. An Oil and Gas Lease, from Rhonda Baugh, as Lessor(s) to Regal Petroleum Limited, as Lessee(s), dated November 16, 1981, recorded December 9, 1981, as Reception No. 657502, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
21. Reservation of an undivided $\frac{1}{2}$ interest in all oil, gas and other minerals, as described in Deed recorded September 27, 1984, as Reception No. 685495. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. An Oil and Gas Lease, from Mary L. Wind and G. Allyn Wind, as Lessor(s) to Mile Hi Oil & Gas, Inc., as Lessee(s), dated October 14, 1987, recorded October 23, 1987, as Reception No. 705359, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
23. An Oil and Gas Lease, from Gordon Baugh and Marguerite D. Baugh, as Lessor(s) to Mile Hi Oil & Gas, Inc., as Lessee(s), dated October 14, 1987, recorded October 28, 1987, as Reception No. 705426, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
24. An Oil and Gas Lease, from Gerald A. Baugh and Bernadine Baugh, as Lessor(s) to Mile Hi Oil & Gas, Inc., as Lessee(s), dated October 14, 1987, recorded October 28, 1987, as Reception No. 705427, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
25. An Oil and Gas Lease, from Rhonda L. Baugh, as Lessor(s) to Mile Hi Oil & Gas, Inc., as Lessee(s), dated October 14, 1987, recorded October 28, 1987, as Reception No. 705428, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
26. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Historical Use Affidavit, recorded May 13, 2004, as Reception No. 817828.
27. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Special Warranty Deed (Water Rights), recorded January 3, 2006, as Reception No. 832481.
28. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Grant of Easement, recorded January 3, 2006, as Reception No. 832482.
29. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Covenant Limiting The Irrigation of Land, recorded January 3, 2006, as Reception No. 832483.
 - Assignment of Dry-Up Covenant, recorded February 3, 2020, as Reception No. 923275.

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SCHEDULE B, PART II

(Continued)

30. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Grant of Non-Exclusive Easement, recorded July 31, 2008, as Reception No. 850752.
31. An Oil and Gas Lease, from Marguerite D. Baugh, as Lessor(s) to Prima Exploration, Inc., as Lessee(s), dated August 5, 2010, recorded January 31, 2011, as Reception No. 866739, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- Assignment of Overriding Royalty Interest, recorded October 14, 2011, as Reception No. 871743.
 - Partial Release of Oil and Gas Lease, recorded February 17, 2012, as Reception No. 874075.
 - Assignment of Leases, recorded September 14, 2012, as Reception No. 877896.
 - Assignment of Override, recorded April 15, 2013, as Reception No. 881563.
32. An Oil and Gas Lease, from David A. Baugh, as Lessor(s) to Prima Exploration, Inc., as Lessee(s), dated August 5, 2010, recorded January 31, 2011, as Reception No. 866740, and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- Partial Release of Oil and Gas Lease, recorded February 17, 2012, as Reception No. 874081.
33. 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.) Morgan County REA, recorded January 22, 1982, in Book 825 at Page 656.
 - (c.) Wiggins Telephone Association, recorded October 9, 1992, in Book 947 at Page 824.
 - (d.) Colorado Interstate Gas Company, recorded July 26, 1984, in Book 858 at Page 228.

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DISCLOSURES

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

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

**Orange Coast Title Family of Companies
PRIVACY POLICY**

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Your California Rights (see attachments) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. Only applies to CA residents

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will post the updated Privacy Policy on our website and provide the ability to opt out (as required by law) before the new policy becomes effective.

If you have any questions or comments regarding our Privacy Policy you may contact us at our toll free number (866) 241-7373 or email us at dataprivacy@octitle.com.

Privacy Policy Last Revision 12/26/2019
Effective on 1/1/2020

Your California Rights

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.

Right to Know

You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

Process to Submit a Request. To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion

You have a right to request that we delete the personal information we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete your information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure we do not inadvertently delete your personal information based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out

We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice

The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected

The categories of personal information we have collected include, but may not be limited to:

- | | | |
|--|------------------------------------|--|
| • real name | • address | • employment history |
| • signature | • telephone number | • bank account number |
| • alias | • passport number | • credit card number |
| • SSN | • driver's license number | • debit card number |
| • physical characteristics or description, including | • state identification card number | • financial account numbers |
| • protected characteristics under federal or state law | • IP address | • commercial information |
| | • policy number | • professional or employment information |
| | • file number | |

Categories of Sources

Categories of sources from which we've collected personal information include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected personal information include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared personal information include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the personal information of minors under sixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- | | | |
|---|------------------------------------|--|
| • real name | • telephone number | • bank account number |
| • Signature | • passport number | • credit card number |
| • Alias | • driver's license number | • debit card number |
| • SSN | • state identification card number | • financial account numbers |
| • physical characteristics or description, including protected characteristics under federal or state law | • IP address | • commercial information |
| • address | • policy number | • professional or employment information |
| | • file number | |
| | • employment history | |

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866) 241-7373

Email Us at dataprivacy@octitle.com

Revised on 1/24/2020 / Effective on 1/1/2020

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company - II and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. We do not control their subsequent use of information, and suggest you refer to their privacy notices.

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> request insurance-related services provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company - II, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
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**THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY AFFIXED HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)**

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

STATE OF COLORADO

CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

STATE FILE NUMBER 1052017031967

DECEDENT'S LEGAL NAME MARGUERITE DEAN BAUGH					DATE OF DEATH NOVEMBER 01, 2017			
SEX FEMALE	SOCIAL SECURITY NUMBER 521-46-6913	AGE-Last Birthday (Years) 78	UNDER 1 YEAR Months _____ Days _____		UNDER 1 DAY Hours _____ Minutes _____		DATE OF BIRTH (Mo/Day/Yr) FEBRUARY 24, 1939	BIRTHPLACE (State or Foreign Country) COLORADO
IF DEATH OCCURRED IN HOSPITAL			IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL NURSING HOME/LONG TERM CARE FACILITY					
Facility Name (If not institution, give street & number) BROOKDALE GREEN MOUNTAIN			CITY, TOWN OR LOCATION OF DEATH LAKEWOOD			COUNTY OF DEATH JEFFERSON		
RESIDENCE - STREET AND NUMBER 4050 W 12TH STREET			APT. NO. 5			ZIP CODE 80634		INSIDE CITY LIMITS YES
RESIDENCE STATE COLORADO			COUNTY WELD			CITY OR TOWN GREELEY		
DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) HOME ECONOMIST					KIND OF BUSINESS/INDUSTRY CSU EXTENSION		DECEDENT'S EDUCATION MASTER'S DEGREE	
DECEDENT OF HISPANIC ORIGIN					DECEDENT'S RACE White			
EVER IN US ARMED FORCES NO		MARITAL STATUS AT TIME OF DEATH WIDOWED		SPOUSE/PARTNER NAME (If wife give name prior to first marriage) GORDON LYNN BAUGH				
FATHER'S NAME JAMES PATRICK DEAN				MOTHER'S NAME PRIOR TO FIRST MARRIAGE AGNES TYPORISH				
INFORMANT'S NAME JAMES BAUGH				INFORMANT'S RELATIONSHIP TO DECEDENT CHILD				
NAME OF FUNERAL HOME ARCHDIOCESE OF DENVER MORTUARY				CITY AND STATE OF FUNERAL HOME WHEAT RIDGE COLORADO			WAS CORONER NOTIFIED YES	
METHOD OF DISPOSITION BURIAL - CEMETERY		PLACE OF DISPOSITION MOUNT OLIVET CEMETERY - WHEAT RIDGE			LOCATION, CITY, COUNTY, STATE WHEAT RIDGE JEFFERSON COLORADO			
INJURY AT WORK		IF TRANSPORTATION RELATED, SPECIFY			DATE OF INJURY		TIME OF INJURY	
PLACE OF INJURY								
LOCATION OF INJURY (Street & Number, Apt. No., City or Town, County, State, Zip Code)								
DESCRIBE HOW INJURY OCCURRED								
WAS DECEDENT UNDER HOSPICE CARE YES		ACTUAL OR PRESUMED TIME OF DEATH 15:00 MIL			DATE PRONOUNCED DEAD (MO/DAY/YR) NOVEMBER 01, 2017		TIME PRONOUNCED DEAD 15:00 MIL	
MANNER OF DEATH NATURAL				WAS AN AUTOPSY PERFORMED? NO		WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING THE CAUSE OF DEATH?		
CAUSE OF DEATH								
PART I		Enter the chain of events, diseases, injuries, or complications that directly caused the death.						Approximate interval: Onset to death
IMMEDIATE CAUSE (Final disease or condition resulting in death) Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death)		a SECONDARY MALIGNANT NEOPLASM OF BRAIN						MONTHS
		b MALIGNANT NEOPLASM OF UNSPECIFIED PART OF UNSPECIFIED BRONCHUS OR LUNG						MONTHS
		c						
		d						
PART II Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I								
CHRONIC OBSTRUCTIVE PULMONARY DISEASE								
TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF PHYSICIAN L. ELANE SHIRAR MD 5920 MCINTYRE STREET GOLDEN CO 80403						DATE SIGNED NOVEMBER 02, 2017		
TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF CORONER						DATE SIGNED		
DATE FILED BY REGISTRAR NOVEMBER 03, 2017								

DATE ISSUED NOVEMBER 03, 2017

THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with high resolution border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.

REV 4/16

A. ALEX QUINTANA
STATE REGISTRAR



008639631

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



Jody Meyer <jmeyer@co.morgan.co.us>

Title Commitment

1 message

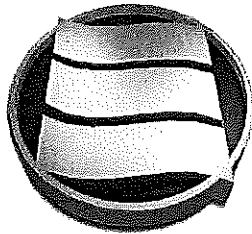
Jody Meyer <jmeyer@co.morgan.co.us>
To: harrisonhomes@gmail.com
Cc: Pam Cherry <pcherry@co.morgan.co.us>

Wed, Apr 15, 2020 at 3:36 PM

Hey Daniel: I have not seen full title commitment yet and need to get my referrals done this week. Any word from the title company???

I am curious who landowners are. Is Marguerite D. Baugh a landowner too? Your application does not state that - only the two guys.

Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office
970-542-3509 fax
jmeyer@co.morgan.co.us



EQUITY TITLE ASSOCIATES II

520 Sherman Street
Fort Morgan, CO 80701
Phone: (970) 867-0515 • Fax: (970) 867-2246

OWNERSHIP AND ENCUMBRANCE REPORT

PREPARED FOR

Amount Due: \$8.00

Attn: Daniel Harrison

Email: harrisondhomes@gmail.com

PROPERTY INFORMATION

Address: 25192 CO RD 4, Weldona

Legal Description: The SW ¼ of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, EXCEPT that parcel of land as described in Book 1072 at Page 851 of the records of the Clerk and Recorder of Morgan County, Colorado; County of Morgan, State of Colorado.

County: Morgan

OWNERSHIP

Certification Date: 03/09/2020

Ownership: David A. Baugh and marguerite D. Baugh and James D. Baugh

- 3 names

<u>Document Type</u>	<u>Date</u>	<u>Reception No.</u>
Personal Representative's Deed	11/15/2004	822495
Personal Representative's Deed	05/20/2014	887742
Personal Representative's Deed	06/11/2014	888091

ENCUMBRANCES

<u>Item</u>	<u>Benefit of</u>	<u>Amount</u>	<u>Date</u>	<u>Reception No.</u>
NONE				

Prepared by:
Shelly Butt
Email: shellyb@equitycol.com

822494 11/15/2004 10:36A B1195 P924 F. JOHNSON
1 of 1 R 6.00 D 0.00 Morgan County, CO

DISTRICT COURT, MORGAN COUNTY, COLORADO Court Address: 400 Warner Street P. O. Box 130 Fort Morgan CO 80701		COURT USE ONLY
IN THE MATTER OF THE ESTATE OF GERALD A. BAUGH, DECEASED		
Edward L. Zorn Attorney for the Estate 626 E. Platte Avenue Fort Morgan CO 80701 Phone Number: 970-867-1199 E-mail: elzorn@twol.com FAX Number: 970-867-1197 Atty. Reg.#: 1653		Case Number: 04 PR <u>32</u>
LETTERS		

DAVID A. BAUGH was appointed or qualified by this Court or its Registrar on May 20, 2004 as:

☒ Personal Representative.

☒ These are Letters Testamentary. (The decedent left a will.)

☐ Special Administrator in ☐ an informal ☐ a formal proceeding.
These are Letters of Special Administration.

☐ Conservator. These are Letters of Conservatorship.

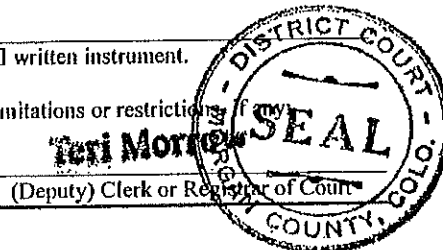
☐ The protected person is a minor whose date of birth is _____.

☐ Guardian. These are Letters of Guardianship for

☐ an incapacitated person. ☐ a minor whose date of birth is _____
Appointment or qualification is by ☐ court order. ☐ will. ☐ written instrument.

These Letters evidence full authority, except for the following limitations or restrictions:

DATE: May 20, 2004



Teri Morrow
(Deputy) Clerk or Registrar of Court

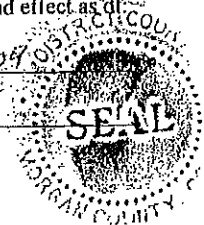
CERTIFICATION

Certification Stamp

or Certified to be a true copy of the original in my custody and to be in full force and effect as of _____

Date

November 8, 2004
Teri L. Morrow
Deputy Clerk of Court



PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED is made by DAVID A. BAUGH, as Personal Representative of the ESTATE OF GERALD A. BAUGH, deceased, Grantor, and DAVID A. BAUGH, whose address is 25192 MCR 4, Weldona CO 80653, Grantee.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent and is dated March 1, 2004, which Will was duly admitted to formal probate on May 20, 2004, by the District Court in and for the County of Morgan, State of Colorado, Probate No. 04 PR 32;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on May 20, 2004 and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee, as the person entitled to distribution of the property in the above captioned estate, *all of the estate's interest* in and to the following described premises situate in the County of Morgan, State of Colorado, to-wit:

Lots 3 and 4, Baugh Minor Subdivision, Morgan County, Colorado; AND

The W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, excepting therefrom the Baugh Minor Subdivision and except the real property more particularly described in Book 1128 at page 42 of the records of the Clerk and Recorder of Morgan County, Colorado; AND

The SW $\frac{1}{4}$ of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, except that parcel of land as described in Book 1072 at page 851 of the records of the Clerk and Recorder of Morgan County, Colorado. Also known as 25192 MCR 4, Weldona CO 80653.

TOGETHER with the estate's interest in all improvements located upon the above parcels.

TOGETHER with the estate's interest in and to all water and water rights appurtenant to the above parcels including, but not limited to, 3 irrigation wells, Permit Nos. 12340, 3727F and 2728F, 21 shares of capital stock of the Weldon Valley Ditch Company and 3 units of GASP.

With all appurtenances, subject to covenants, easements and rights of way of record, special assessments and taxing districts of record, public utility letters of record, patent reservations or record, oil and gas leases of record, prior mineral reservations of record, and the general property taxes for the year 2005 due and payable in 2006 and thereafter.

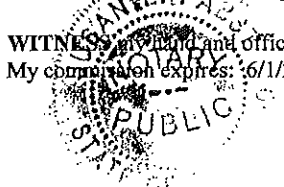
Executed: November 9th, 2004.

David A. Baugh
David A. Baugh
Personal Representative of the Estate of
Gerald A. Baugh, deceased.

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 9th day of November 2004, by David A. Baugh, Personal Representative of the Estate of Gerald A. Baugh, deceased.

WITNESS my hand and official seal.
My commission expires: 6/1/2008



Susan E. Peabody
Notary Public

PERSONAL REPRESENTATIVE'S DEED
(Intestate Estate)

THIS DEED is made by **MARGUERITE D. BAUGH**, as Personal Representative of the ESTATE OF **GORDON L. BAUGH**, also known as **GORDON BAUGH**, deceased, Grantor, to **MARGUERITE D. BAUGH** and **JAMES D. BAUGH**, as joint tenants, whose address is 4050 W. 12th Street, Unit 9, Greeley CO 80634, Grantees.

WHEREAS, Gordon L. Baugh, also known as Gordon Baugh died intestate at Fort Collins, Colorado, on January 30, 2010;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate by the District Court in and for the County of Morgan, and State of Colorado, Probate No. 10PR28 on May 18, 2010 and is now qualified and acting in said capacity.

NOW, THEREFORE pursuant to the powers conferred upon Grantors by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantees, as the persons entitled to distribution of the above entitled estate, all of the Estate's interest in and to the following described real property situate in the County of Morgan, State of Colorado.

Township 5 North, Range 60 West of the 6th P.M., Morgan County CO:
Section 26: W $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$

TOGETHER with all improvements located thereon.

TOGETHER with all water and water rights appurtenant thereto.

More commonly known as VACANT.

With all appurtenances.

As used herein, the singular denotes the plural and the masculine gender the feminine and neuter genders as the context may require.

Executed on May 18, 2010.

Estate of Gordon L. Baugh, also known as
Gordon Baugh, Deceased

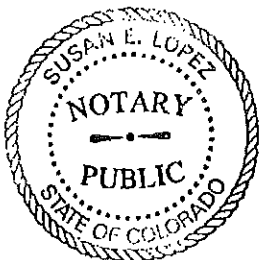
By: Marguerite D. Baugh
Marguerite D. Baugh, Personal Representative

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 18th day of May 2010 by Marguerite D. Baugh, Personal Representative of the Estate of Gordon L. Baugh, also known as Gordon Baugh, Deceased.

WITNESS my hand and official seal.
My commission expires: 6/1/2012

Susan E. Lopez
Notary Public



PERSONAL REPRESENTATIVE'S DEED
(Intestate Estate)

THIS DEED is made by **MARGUERITE D. BAUGH**, as Personal Representative of the ESTATE OF **GORDON L. BAUGH**, also known as **GORDON BAUGH**, deceased, Grantor, to **MARGUERITE D. BAUGH** and **JAMES D. BAUGH**, as joint tenants, whose address is 4050 W. 12th Street, Unit 9, Greeley CO 80634, Grantees.

WHEREAS, Gordon L. Baugh, also known as Gordon Baugh died intestate at Fort Collins, Colorado, on January 30, 2010;

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NOW, THEREFORE pursuant to the powers conferred upon Grantors by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantees, as the persons entitled to distribution of the above entitled estate, all of the Estate's interest in and to the following described real property situate in the County of Morgan, State of Colorado.

Township 5 North, Range 60 West of the 6th P.M., Morgan County CO:
Section 26: W $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$

TOGETHER with all improvements located thereon.

TOGETHER with all water and water rights appurtenant thereto.

More commonly known as VACANT.

With all appurtenances.

As used herein, the singular denotes the plural and the masculine gender the feminine and neuter genders as the context may require.

Executed on May 18, 2010.

Estate of Gordon L. Baugh, also known as
Gordon Baugh, Deceased

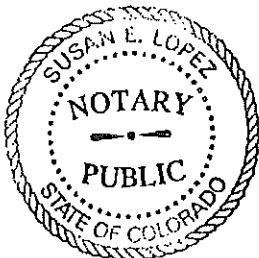
By: Marguerite D. Baugh
Marguerite D. Baugh, Personal Representative

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 18th day of May 2010 by Marguerite D. Baugh, Personal Representative of the Estate of Gordon L. Baugh, also known as Gordon Baugh, Deceased.

WITNESS my hand and official seal.
My commission expires: 6/1/2012

Susan E. Lopez
Notary Public



PERSONAL REPRESENTATIVE'S DEED
(Intestate Estate)

THIS DEED is made by **MARGUERITE D. BAUGH**, as Personal Representative of the **ESTATE OF GORDON L. BAUGH**, also known as **GORDON BAUGH**, deceased, Grantor, to **MARGUERITE D. BAUGH** and **JAMES D. BAUGH**, as joint tenants, whose address is 4050 W. 12th Street, Unit 9, Greeley CO 80634, Grantees.

WHEREAS, Gordon L. Baugh, also known as Gordon Baugh died intestate at Fort Collins, Colorado, on January 30, 2010;

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Lots 3 and 4, Baugh Minor Subdivision, Morgan County, Colorado; AND

The W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, excepting therefrom the Baugh Minor Subdivision and except the real property more particularly described in Book 1128 at page 42 of the records of the Clerk and Recorder of Morgan County, Colorado; AND

The SW $\frac{1}{4}$ of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, except that parcel of land as described in Book 1072 at page 851 of the records of the Clerk and Recorder of Morgan County, Colorado. Also known as 25192 MCR 4, Weldona CO 80653.

TOGETHER with the estate's interest in all improvements located upon the above parcels.

TOGETHER with the estate's interest in and to all water and water rights appurtenant to the above parcels including, but not limited to, 3 irrigation wells, Permit Nos. 12340, 3727F and 2728F, shares of capital stock of the Weldon Valley Ditch Company and 3 units of GASP.

With all appurtenances.

As used herein, the singular denotes the plural and the masculine gender the feminine and neuter genders as the context may require.

Executed on May 18th 2014.

Estate of Gordon L. Baugh, also known as
Gordon Baugh, Deceased

By: Marguerite D. Baugh
Marguerite D. Baugh, Personal Representative

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 18th day of May 2010 by Marguerite D. Baugh, Personal Representative of the Estate of Gordon L. Baugh, also known as Gordon Baugh, Deceased.

WITNESS my hand and official seal.
My commission expires: 6/1/2016

Susan E. Lopez
Notary Public

SUSAN E. LOPEZ
19874153036
STATE OF COLORADO
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 1, 2016

DISTRICT COURT, MORGAN COUNTY, COLORADO Morgan County Justice Center 400 Warner Street Fort Morgan CO 80701		DATE FILED: April 17, 2015 2:22 PM
In the Matter of the Estate of: GORDON L. BAUGH , also known as GORDON BAUGH ,		COURT USE ONLY
Deceased		Case Number: 10PR28
		Division Courtroom
AMENDED LETTERS OF ADMINISTRATION		

MARGUERITE D. BAUGH was appointed or qualified by this Court or its Registrar on May 18, 2010 and reappointed or qualified by this Court on April 23 2015 as:

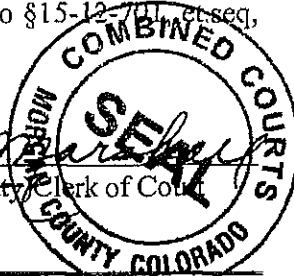
☒ Personal Representative

The Decedent did not leave a will.
The Decedent died on January 30, 2010.

These Letters are proof of the Personal Representative's authority to act pursuant to §15-12-701, et seq, C.R.S. except for the following restrictions, if any:

Date: 04-23-2015

Cathlene Marshall
Probate Registrar/(Deputy) Clerk of Court

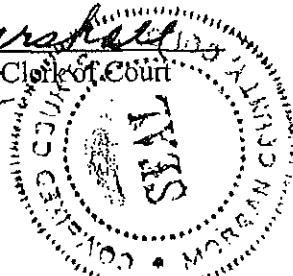


CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of

04-23-2015
Date

Cathlene Marshall
Probate Registrar/(Deputy) Clerk of Court



P. 1 - 11200 - See Office address on back

David Baugh

25192 CR4 Weldona 80653

970 373 7993

James Baugh

25192 CR4 Weldona 80653

James.baugh@gmail.com

Morgan County Treasurer

Statement of Taxes Due

Account Number R011713
Assessed To

Parcel 097126000005
BAUGH, DAVID A &
BAUGH, MARGUERITE D & JAMES D
25192 CO RD 4
WELDONA, CO 80653

Legal Description					Situs Address	
S: 26 T: 5 R: 60 SW1/4 EX B1072 P851 & W1/2SE1/4 EX MINOR SUB & B1128 P42					25192 CO RD 4	
Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2019	\$3,074.76	(\$7.60)	\$0.00	\$0.00	\$0.00	\$3,067.16
Total Tax Charge						\$3,067.16
Grand Total Due as of 04/16/2020						\$3,067.16

Tax Billed at 2019 Rates for Tax Area 341 - RE 20J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$864.49	SPRINKLER IRRIGATED LAND	\$58,750	\$17,040
ROAD AND BRIDGE FUND	7.5000000	\$333.30	DRY FARM LAND	\$15,900	\$4,610
SOCIAL SERVICES FUND	2.0000000	\$88.88	FARM/RANCH WASTE LAND	\$90	\$30
WIGGINS RURAL FIRE DIST	7.0000000	\$311.08	FARM/RANCH RESIDENCE	\$214,470	\$15,330
MORGAN CO QUALITY WATER	0.8240000	\$36.62	FARM/RANCH SUPPORT IMPS	\$25,620	\$7,430
NORTHERN COLO WATER CD	1.0000000	\$44.44			
RE 20-J WELDONA GENERAL FUN	27.4910000	\$1,221.70			
RE 20-J WELDONA BOND REDEMP	3.7500000	\$166.65			
Taxes Billed 2019	69.0180000	\$3,067.16	Total	\$314,830	\$44,440

*****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, Fax: 970-542-3520, Email: esale@co.morgan.co.us
Website: morgancounty.colorado.gov

Account	As of Date	Parcel Number	Owner
R011713	04/16/2020	097126000005	BAUGH, DAVID A &
Legal:	S: 26 T: 5 R: 60 SW1/4 EX B1072 P851 & W1/2SE1/4 EX MINOR SUB & B1128		
	P42		
Situs	25192 CO RD 4		
Address:			
Year		Tax	Total Due
2019		\$3,067.16	\$3,067.16
Total		\$3,067.16	\$3,067.16

Water & Septic



District Headquarters - 700 Columbine St., Sterling, CO 80751
(970) 522-3741 - 877-795-0646 - www.nchd.org

February 18, 2020

Harrison Homes LLC.
Daniel Harrison
2311 West 16th St. Apt. 301
Greeley, CO 80634

Dear Mr. Harrison:

Northeast Colorado Health Department (NCHD) has no objection to the Baugh Minor Sub-division consisting of three lots located in the SW¹/₄ of Section 26, Township 5N, Range 60W of the 6th P.M., Morgan County, Colorado. Total acres involved are approximately 7.818 acres.

Lot one will be approximately 2.968 acres. Said property is currently vacant and potable water will be served by Morgan County Quality Water District, Tap #2276.

Lot two will be approximately 2.425 acres. Said property is currently vacant and potable water will be served by Morgan County Quality Water District, Tap #2277.

Lot three will be approximately 2.425 acres. Said property is currently vacant and potable water will be served by Morgan County Quality Water District, Tap #2278.

Prior to building a residence, the owner(s) shall obtain from this office an application to install or repair an OWTS, and remit the appropriate fee. Construction of an OWTS shall conform to all Northeast Colorado Health Department Onsite Wastewater Treatment System Regulations. Including, but not limited to, setback distances from wells, creeks, irrigation ditches, property lines, buildings, high water, floodway and other septic systems.

If there are any questions please call me at (970) 867-4918 ext. 2260

Sincerely,

A handwritten signature in black ink, appearing to read "Conner Gerken". The signature is fluid and cursive, with a large initial "C" and "G".

Conner Gerken
Environmental Health Specialist
Northeast Colorado Health Department

FORM NO GWS-76 02/2005		WATER SUPPLY INFORMATION SUMMARY STATE OF COLORADO, OFFICE OF THE STATE ENGINEER 1313 Sherman St., Room 818, Denver, CO 80203 Phone - Info (303) 866-3587 Main (303) 866-3581 Fax (303) 866-3589 http://www.water.state.co.us																																		
Section 30-28-133,(d), C.R.S. requires that the applicant submit to the County, "Adequate evidence that a water supply that is sufficient in terms of quantity, quality, and dependability will be available to ensure an adequate supply of water."																																				
1. NAME OF DEVELOPMENT AS PROPOSED: Bough Minor Subdivision																																				
2. LAND USE ACTION:																																				
3. NAME OF EXISTING PARCEL AS RECORDED: SUBDIVISION: _____, FILING (UNIT) _____, BLOCK _____, LOT _____																																				
4. TOTAL ACREAGE: 7.818 5. NUMBER OF LOTS PROPOSED: 3 PLAT MAP ENCLOSED? <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO																																				
6. PARCEL HISTORY - Please attach copies of deeds, plats, or other evidence or documentation. A. Was parcel recorded with county prior to June 1, 1972? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO B. Has the parcel ever been part of a division of land action since June 1, 1972? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO If yes, describe the previous action: _____																																				
7. LOCATION OF PARCEL - Include a map delineating the project area and tie to a section corner. _____ 1/4 of the _____ 1/4, Section _____, Township _____, Range _____, <input type="checkbox"/> N or <input type="checkbox"/> S, <input type="checkbox"/> E or <input type="checkbox"/> W Principal Meridian: <input type="checkbox"/> Sixth <input type="checkbox"/> New Mexico <input type="checkbox"/> Ute <input type="checkbox"/> Costilla Optional GPS Location: GPS Unit must use the following settings: Format must be UTM, Units must be meters, Datum must be NAD83, Unit must be set to true N, <input type="checkbox"/> Zone 12 or <input type="checkbox"/> Zone 13 Easting: _____ Northing: _____																																				
8. PLAT - Location of all wells on property must be plotted and permit numbers provided. Surveyor's Plat: <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO If not, scaled hand drawn sketch: <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO																																				
9. ESTIMATED WATER REQUIREMENTS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">USE</th> <th colspan="2">WATER REQUIREMENTS</th> </tr> <tr> <th></th> <th>Gallons per Day</th> <th>Acre-Feet per Year</th> </tr> </thead> <tbody> <tr> <td>HOUSEHOLD USE # 3 of units</td> <td>2200</td> <td>2.1</td> </tr> <tr> <td>COMMERCIAL USE # 0 of S F</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>IRRIGATION # 0 of acres</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>STOCK WATERING # 0 of head</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>OTHER: 0</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>TOTAL 3</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		USE	WATER REQUIREMENTS			Gallons per Day	Acre-Feet per Year	HOUSEHOLD USE # 3 of units	2200	2.1	COMMERCIAL USE # 0 of S F	_____	_____	IRRIGATION # 0 of acres	_____	_____	STOCK WATERING # 0 of head	_____	_____	OTHER: 0	_____	_____	TOTAL 3	_____	_____	10. WATER SUPPLY SOURCE <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">EXISTING WELL</th> <th style="width: 20%;">DEVELOPED SPRING</th> <th style="width: 20%;">NEW WELLS -</th> </tr> </thead> <tbody> <tr> <td colspan="2"> <input type="checkbox"/> EXISTING <input type="checkbox"/> DEVELOPED WELL PERMIT NUMBERS: _____ _____ _____ </td> <td> PROPOSED AQUIFERS - (CHECK ONE) <input type="checkbox"/> ALLUVIAL <input type="checkbox"/> UPPER ARAPAHOE <input type="checkbox"/> UPPER DAWSON <input type="checkbox"/> LOWER ARAPAHOE <input type="checkbox"/> LOWER DAWSON <input type="checkbox"/> LARAMIE FOX HILLS <input type="checkbox"/> DENVER <input type="checkbox"/> DAKOTA <input type="checkbox"/> OTHER: _____ </td> </tr> <tr> <td colspan="2"> <input checked="" type="checkbox"/> MUNICIPAL <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> COMPANY <input type="checkbox"/> DISTRICT NAME: _____ LETTER OF COMMITMENT FOR SERVICE <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO </td> <td> WATER COURT DECREE CASE NUMBERS: _____ _____ _____ </td> </tr> </tbody> </table>		EXISTING WELL	DEVELOPED SPRING	NEW WELLS -	<input type="checkbox"/> EXISTING <input type="checkbox"/> DEVELOPED WELL PERMIT NUMBERS: _____ _____ _____		PROPOSED AQUIFERS - (CHECK ONE) <input type="checkbox"/> ALLUVIAL <input type="checkbox"/> UPPER ARAPAHOE <input type="checkbox"/> UPPER DAWSON <input type="checkbox"/> LOWER ARAPAHOE <input type="checkbox"/> LOWER DAWSON <input type="checkbox"/> LARAMIE FOX HILLS <input type="checkbox"/> DENVER <input type="checkbox"/> DAKOTA <input type="checkbox"/> OTHER: _____	<input checked="" type="checkbox"/> MUNICIPAL <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> COMPANY <input type="checkbox"/> DISTRICT NAME: _____ LETTER OF COMMITMENT FOR SERVICE <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO		WATER COURT DECREE CASE NUMBERS: _____ _____ _____
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11. WAS AN ENGINEER'S WATER SUPPLY REPORT DEVELOPED? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO (If YES, PLEASE FORWARD WITH THIS FORM. (This may be required before our review is completed).)																																				
12. TYPE OF SEWAGE DISPOSAL SYSTEM <input checked="" type="checkbox"/> SEPTIC TANK/LEACH FIELD <input type="checkbox"/> CENTRAL SYSTEM <input type="checkbox"/> LAGOON <input type="checkbox"/> VAULT <input type="checkbox"/> ENGINEERED SYSTEM (Attach a copy of engineering design) <input type="checkbox"/> OTHER: _____																																				

Morgan County Quality Water District
CONTRACT FOR SERVICE

Tap # 2276
Eng. #

NAME Gerry Baugh BILL TO same

ADDRESS Road Z.5 Weldona CO 80653

PHONE #'S 970-645-2364

The undersigned contracts for service with MORGAN COUNTY QUALITY WATER DISTRICT as follows:

A. Base Tap Fee and Charge*						
SIZE	COST	BASE #	SIZE	COST	BASE #	
/X/ 5/8"	\$ 5,385	1	/ / 1 1/2"	41,195	9	(Board must approve)
/ / 3/4"	8,078	2	/ / 2"	82,121	?	(Board must approve)
/ / 1"	16,155	4				

* The above base tap fee and charge includes installation of meter pit, meter and one service line not to exceed 100 feet in length from the mainline to the meter location, if the end of the main line is within 100 feet of the property.

- B. All Base charges and additional charges shall be payable by the undersigned upon approval and billing by the District prior to construction. It is further specifically agreed, however, that in the event the owner is unable to secure the necessary approval of the governmental body to his proposed construction on or before six months from the date of this agreement or in the event the owner is unable to secure the necessary approval of the governmental body to his proposed inclusion into the District on or before ten months from the date of this agreement, then in either event, the total amount paid toward the tap fee shall be refunded to the owner less engineering costs, if any.

That the existence of the water service to the real property described below through the above listed Tap, shall become a part of that real property and not be transferable in any way from said property. Unless owner request in writing that the District abandon said service Tap.

That the undersigned is the Owner of the following described real estate and the legal description (within a one hundred sixty-acre tract) upon which tap location or dwelling is situated as follows: W1/2 SE1/4 26-5N-60W

That in consideration for the District furnishing said service, the undersigned further agrees as follows:

- 1) Payment: 30% of cost of tap payable upon execution of this contract. Balance due one year after date according to promissory note. No taps to be installed until note is paid in full. All notes not paid in full by one year contracts are null and void, with all monies being non refundable.
- 2) The undersigned hereby grants unto the MORGAN COUNTY QUALITY WATER DISTRICT, a right-of-way and easement over and across the lands and agrees to keep clear meter reading access of the undersigned within said DISTRICT for the purpose of construction, maintenance and repair, of all appurtenances necessary for distribution and service of said quality water to the land of the undersigned and others within said District. Where necessary, the undersigned shall furnish for District any other required easements.
- 3) The undersigned agrees that the DISTRICT may, in the event of any augmentation plan it deems necessary, utilize in said plan the amounts of water delivered through the meter as an exchange for the unused water that was previously used by applicant
- 4) The undersigned will comply with the rules and regulations as from time to time are promulgated by the Board of Directors of the MORGAN COUNTY QUALITY WATER DISTRICT. Including, not wasting or causing water to be wasted, serving water through the existing tap to property not in the real property described above.
- 5) This contract shall remain in force so long as owner shall continue to accept and pay for all water service pursuant to the terms of the contract. In the event that the owner elects to terminate service or fails to make payment for such water service, then in that event, upon 30 days written notice of such action the District may terminate this contract for service and said tap shall be considered as abandoned.
- 6) The District does not guarantee pressure for customer use at the main line.
- 7) This agreement and contract may not be transferred or assigned without the written approval of the District.

This agreement is a condition of continued water service and binding upon the heirs, legal representatives and assignees of the undersigned, provided, however, this contract is not binding upon the District until approved by the Board of Directors of the District.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the 14th Day of April 2003.

APPROVED:
MORGAN COUNTY QUALITY WATER DISTRICT

By

Jade Spoty

Baugh & Baugh by Gerald C. Baugh
OWNER/APPLICANT

Morgan County Quality Water District
CONTRACT FOR SERVICE

Tap# 2277
Eng.#

NAME Jerry Baugh BILL TO same

ADDRESS Road Z.5 Weldona CO 80653

PHONE #'S 970-645-2364

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APPROVED:
MORGAN COUNTY QUALITY WATER DISTRICT

By _____

Jared Sparty

Baugh Baugh
OWNER/APPLICANT

Ronald A. Baugh

Morgan County Quality Water District
CONTRACT FOR SERVICE

Tap# 2278
Eng.#

NAME Jerry Baugh BILL TO same

ADDRESS Road Z.5 Weldona CO 80653

PHONE #'S 970-645-2364

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the 14th Day of April 2003.

APPROVED:
MORGAN COUNTY QUALITY WATER DISTRICT

By

Jade Spoke

Brian H. Brown by He. M. D. Brown
OWNER/APPLICANT

For lots 5-6-7

Not yet subdivided

Taps

2276-2277-2278

↓

↓

↓

#4

#6

#7

1

2

3

Lot

lot

lot

4 PVC

Z5

Parcel # 097126000005

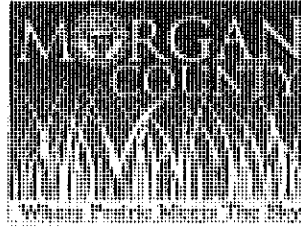
25192 Rd H

Weldona, CO 80653

only 4 in 1/2 SE 1/4

226-7-3-R60

Road & Bridge



Road & Bridge Department

March 13, 2020

Daniel Harrison
2311 West 16th Street unit 301
Greeley, CO 80636

Dear Mr. Harrison,

Morgan County Highway Department has no objection to the use of a new driveway located onto Morgan County Road Z.5 as access to the property located at:

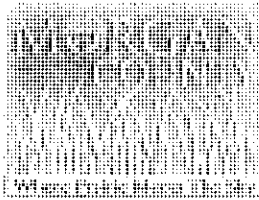
Lot # 1 in SW ¼ of Section 26, Township 5 North, Range 60 West of the 6th P.M.
GPS Coordinates taken using a Jamar RAC Geo II Counter, Serial # P52322
GPS Coordinates at the centerline of the driveway: 40.371580 Latitude
104.062830 Longitude

The maximum width allowed for this driveway is 40 feet. An 18 inch culvert is required and will need to be installed at the landowner's expense. If at a future date, Morgan County determines the culvert needs to be repaired, the landowner will assume all costs: and driveway must meet Morgan County specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. The culvert may be purchased from the County and the County may do the actual installation upon signed agreement between parties.

Sincerely,

Richard Early
Bridge Manager

RE/cb



EFF1

Road and Bridge Department
REQUEST FOR DRIVEWAY ACCESS LETTER

Requested By: Name: DANIEL HARRISON Date: 2/14/2020
Address: 2311 west 16th Street Unit 301
City/State/Zip: 80634 Greeley
Phone: 970 459 7099
Legal Description: Southwest Quarter of Section 26 Township 5 N 60 West
Present Driveway Location: NONE
New Driveway Location: determined by Road and bridge 1 per lot if possible
If this letter is to be mailed to an address different from above indicate: 2.5

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____

Submit this request to: Morgan County Road and Bridge Department
Attn: Richard Early - Bridge Manager
17303 Road S
P.O. Box 516
Fort Morgan, CO. 80701
(970) 542-3560 Fax (970) 542-3569

For office use only

Determination: _____

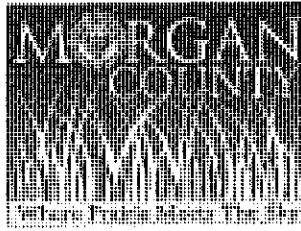
GPS Coordinates, Centerline of Driveway in relation to road. Latitude: 40.371580
Longitude: 104.062830
Maximum Width of Driveway: 40 Feet
Culvert Required: YES/NO If yes, Size: 18 Inch.
Driveway Address Code: CLDZ.5-D.5-S3.25-H

Received By: _____

Date: _____

Completed By: R. O. Early

Date: 3-13-2020



Road & Bridge Department

March 13, 2020

Daniel Harrison
2311 West 16th street unit 301
Greeley, CO 80636


Dear Mr. Harrison,

Morgan County Highway Department has no objection to the use of a new driveway located onto Morgan County Road Z.5 as access to the property located at:

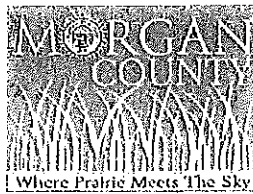
Lot # 2 in SW ¼ of Section 26, Township 5 North, Range 60 West of the 6th P.M.
GPS Coordinates taken using a Jamar RAC Geo II Counter, Serial #P52322
GPS Coordinates at the centerline of the driveway: 40.371580 Latitude
104.062420 Longitude

The Maximum width allowed for this driveway is 40 feet. An 18 inch culvert is required and will need to be installed at the landowner's expense. If at a future date, Morgan County determines the culvert needs to be repaired, the landowner will assume all costs: and driveway must meet Morgan County specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. The culvert may be purchased from the County and the County may do the actual installation upon signed agreement between parties.

Sincerely,


Richard Early
Bridge Manager

RE/cb



#2

Road and Bridge Department
REQUEST FOR DRIVEWAY ACCESS LETTER

Requested By:

Name: DANIEL HARRISON

Date:

2/14/2020Address: 2311 west 16th Street Unit 301City/State/Zip 80634 GreeleyPhone: 970 459 7099

Legal Description:

Southwest Quarter of Section 26 Township 5 N 60 West

Present Driveway Location:

NONE

New Driveway Location:

determined by Road and bridge 1 per lot if possible
2.5

If this letter is to be mailed to an address different from above indicate:

Name: _____

Address: _____

City/State/Zip _____

Phone: _____

Submit this request to: Morgan County Road and Bridge Department
Attn: Richard Early - Bridge Manager
17303 Road S
P.O. Box 516
Fort Morgan, CO. 80701
(970) 542-3560 Fax (970) 542-3569

For office use only

Determination: _____

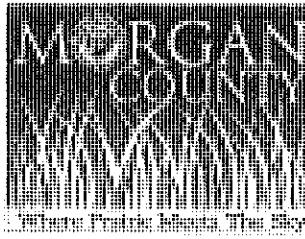
GPS Coordinates, Centerline of Driveway in relation to road.

Latitude: 40.371580Longitude: 104.062420Maximum Width of Driveway: 40 FeetCulvert Required: YES ☒ NO ☐ If yes, Size: 18 Inch.Driveway Address Code: CH02.5-0.5-53.50-4

Received By: _____

Date: _____

Completed By: Richard EarlyDate: 3-13-2020



Road & Bridge Department

March 13, 2020

Daniel Harrison
2311 West 16 th Street Unit 301
Greeley, CO 80636


Dear Mr. Harrison,

Morgan County Highway Department has no objection to the use of a new driveway located onto Morgan County Road Z.5 as access to property located at:

Lot # 3 in SW ¼ of Section 26, Township 5 North, Range 60 West of the 6th P.M.
GPS Coordinates taken using a Jamar RAC Geo II Counter, Serial # P52322
GPS Coordinates at the centerline of the driveway: 40.371583 Latitude
104.061385 Longitude

The maximum width allowed for this driveway is 40 feet. An 18 inch culvert is required and will need to be installed at the landowner's expense. If at a future date, Morgan County determines the culvert needs repaired, the landowner will assume all costs; and driveway must meet Morgan County Specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. The culvert may be purchased from the County and the County may do the actual installation upon signed agreement between parties.

Sincerely,



Richard Early
Bridge Manager

RE/cb



#3

Road and Bridge Department
REQUEST FOR DRIVEWAY ACCESS LETTER

Requested By:

Name:

DANIEL HARRISON

Date:

2/14/2020

Address:

2311 West 16th Street Unit 301

City/State/Zip

80634 Greeley

Phone:

970 459 7099

Legal Description:

Southwest Quarter of Section 26 Township 5 N 60 West

Present Driveway Location:

NONE

New Driveway Location:

determined by Road and bridge 1 per lot if possible
2.5

If this letter is to be mailed to an address different from above indicate:

Name:

Address:

City/State/Zip

Phone:

Submit this request to: Morgan County Road and Bridge Department

Attn: Richard Early - Bridge Manager

17303 Road S

P.O. Box 516

Fort Morgan, CO. 80701

(970) 542-3560 Fax (970) 542-3569

For office use only

Determination:

GPS Coordinates, Centerline of Driveway in relation to road.

Latitude:

40.371583

Longitude:

104.061385

Maximum Width of Driveway: 40 Feet

Culvert Required: YES/NO If yes, Size: 18 Inch.

Driveway Address Code: CHD2.5-0.5-53.75-4

Received By:

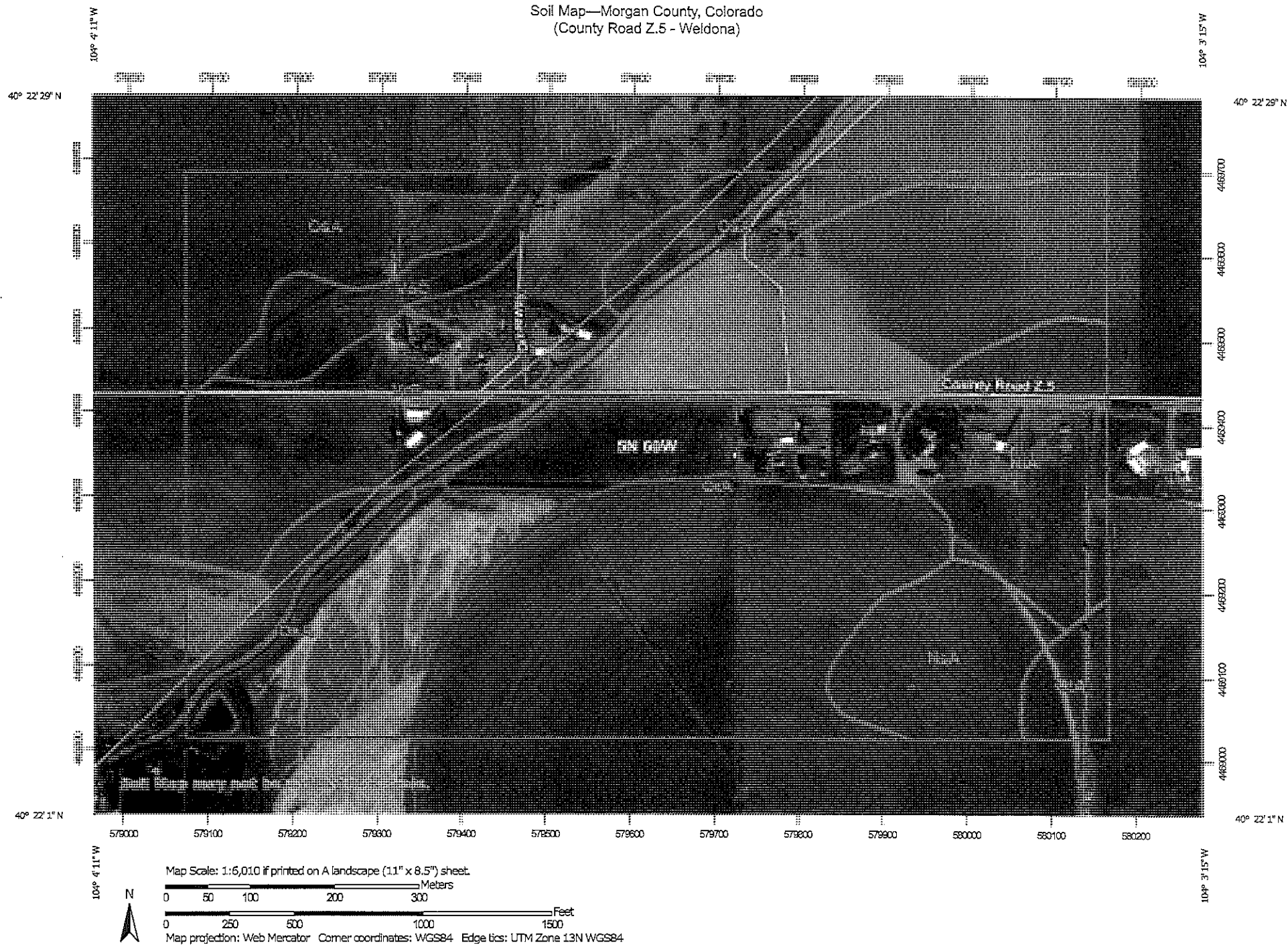
Date:

Completed By:

Date:

Soil

Soil Map—Morgan County, Colorado
(County Road Z.5 - Weldona)




Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

11/18/2019
Page 1 of 3


MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Stip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Political Features



PLSS Township and Range



PLSS Section

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morgan County, Colorado

Survey Area Data: Version 20, Sep 13, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 17, 2015—Oct 2, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
NIA	Nunn loam, 0 to 1 percent slopes	16.0	8.8%
NsA	Nunn sandy loam, 0 to 1 percent slopes	10.1	5.5%
OsA	Olney sandy loam, terrace, 0 to 1 percent slopes	32.9	18.1%
OtA	Olney sandy loam, saline, terrace, 0 to 1 percent slopes	88.1	48.4%
VoC	Vona sandy loam, 3 to 5 percent slopes	7.1	3.9%
VrB	Vona sandy loam, terrace, 1 to 3 percent slopes	27.9	15.3%
Totals for Area of Interest		182.1	100.0%

MORGAN COUNTY EXTENSION
914 E. RAILROAD AVE
FORT MORGAN, CO 80701
970-542-3540
FAX: 970-542-3541

Daniel Baugh & Jones D. Baugh
(landowner) is applying for a Minor Subdivision or Planned

Development consisting of 3 lots totaling 7.818 acres. Landowner is

Proposing to allow 0 animal units per acre, or 0 animal units per lot.

Location and/or address of site: Baugh Minor Subdivision
Morgan County CE 2.5

Driving direction from Fort Morgan: N 8973' 21E S 8973' 21W

Date application is due in Planning Dept.: Soon as possible

Copy of soils map must accompany this request. ✓

Copy of site plan must accompany this request. ✓

It is the landowners/applicants responsibility to provide a stamped, self addressed envelope.

For return of this form or make arrangements to pick it up at the Extension Office.

EXTENSION AGENT USE ONLY:

Approval of animal units as proposed: yes Recommended maximum animal units: _____

Comments: _____

Signature: Martin Eisenach Date: 2/19/2020

Schedule B

David A Baugh 25192 RD 4 Weldon Co 80653

Schedule J

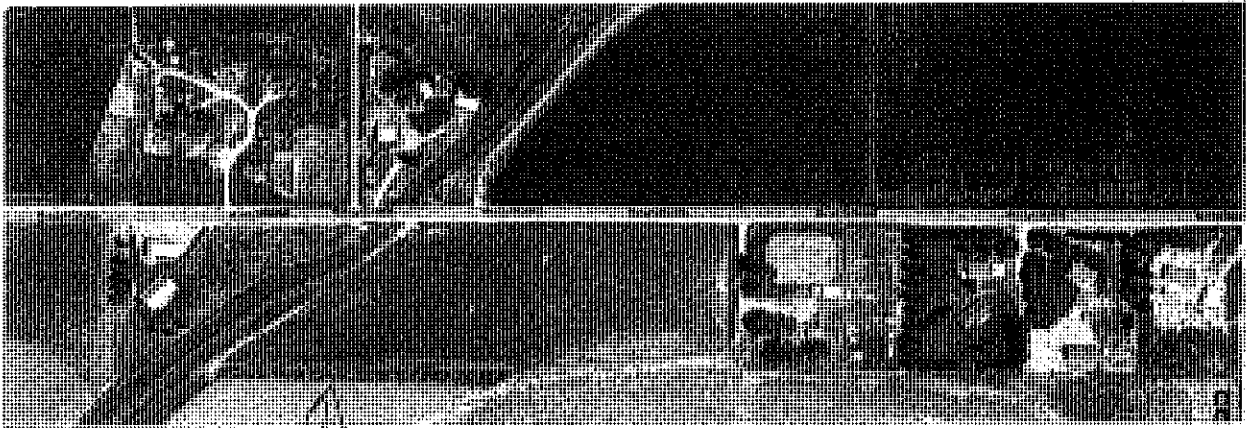
Flat Land Dry Land, location Weldon Co

Northern side Road z.5 dirt road

Sothern Side Row of trees on boarder to property line

Eastern side access road to another property

Western side Irrigation Ditch Weldon ditch



Schedule N

Trees planted for wind Break

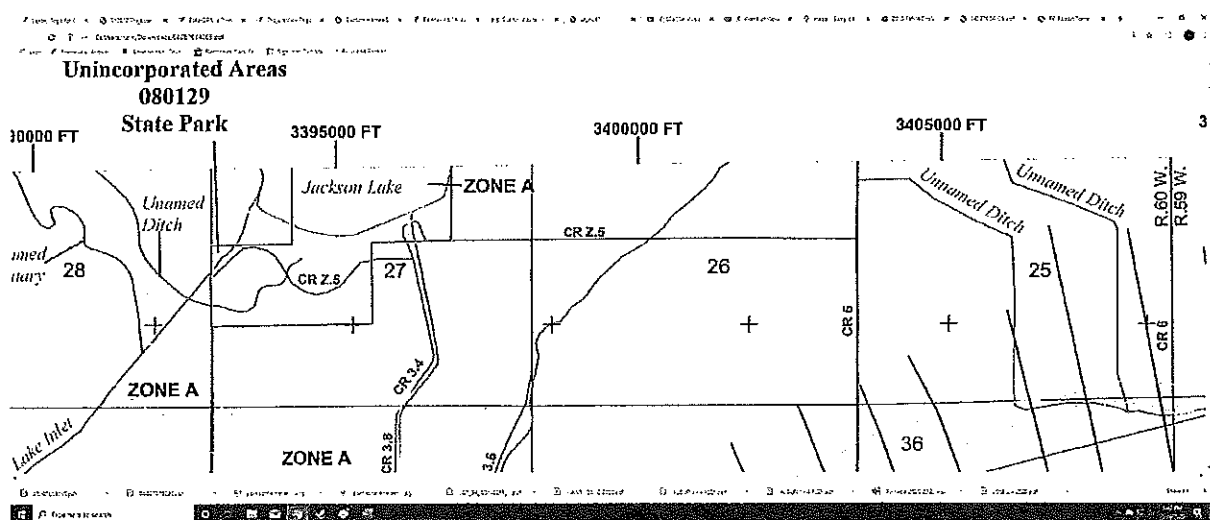
Grass will be replanted after site completion

Trees will be planted for shade.

Subdivision not in flood plan map

Map source

08087C0400E - MCR 2 through MCR 7 / MCR S through MCR Z



Schedule L

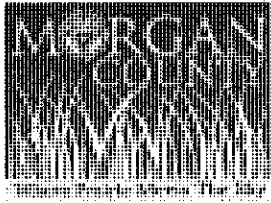
Schedule M

No HOA



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

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 a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

4/20/2020

Signature

Date

James D. Baugh

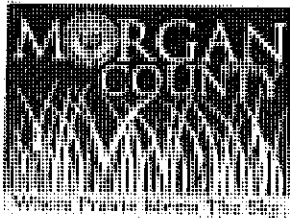
Printed Name

2517 Taft Ct.

Address

Lakewood, CO 80215

To Be Signed by Landowner



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509
E-mail: jcrosthwait@co.morgan.co.us

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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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.

To Be Signed by Landowner

Signature

Date

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.

Notice, Referrals & Landowner Letters

**NOTICE OF MORGAN COUNTY PLANNING COMMISSION'S REVIEW OF LAND
USE APPLICATION**

Notice is hereby given that on Monday, May 11, 2020 at 7:00 p.m., or as soon as possible thereafter, a public hearing will be held virtually to consider the following application:

Harrison Homes, LLC – Applicants

David A Baugh and James D Baugh - Landowner

Legal Description- Located in the SW¼ of Section 26, Township 5 North, Range 60W of the 6th P.M. Morgan County, Colorado addressed as 17500 Highway 39, Wiggins, CO 80654.

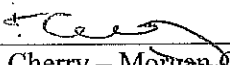
Reason - Minor Subdivision to create 3 (three) vacant lots of two of which are 2.425 acres, one lot at 2.968 acres for potential residential sites pursuant to Chapter 8, Minor Subdivision of the Morgan County Subdivision Regulations.

Date of Application: April 9, 2020

Due to the closing of County buildings at the present time, this meeting is scheduled as a virtual meeting via ZOOM at <https://zoom.us/j/98930710846>. If the County is able to open its facilities prior to the hearing, the hearing will be held in the Assembly Room, at 231 Ensign Street, Fort Morgan, Colorado 80701. Please check the County's website at <https://morgancounty.colorado.gov/planning-commission-agendas-and-minutes> for information on the meeting.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. You may email pcherry@co.morgan.co.us to request items in the file to be emailed to you.

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

/s/ 
Pam Cherry – Morgan County
Planning & Floodplain Administrator

Published: April 27, 2020



Jody Meyer <jmeyer@co.morgan.co.us>

Re: PC Notices for May - Danielson-Baugh-Eisenach

1 message

Classifieds Main <classifieds@prairiemountainmedia.com>

Wed, Apr 22, 2020 at 10:09 AM

To: Jody Meyer <jmeyer@co.morgan.co.us>

Hello, these are all scheduled for Apr 27 in the FM T, ad#1701392 (\$40.48), #1701393 (\$38.64), #1701395 (\$43.24)

JD

On Wed, Apr 22, 2020 at 9:57 AM Jody Meyer <jmeyer@co.morgan.co.us> wrote:

Good Morning:

Attached you will find 3 PC Notices for a one time publication on April 27, 2020 for the following applications: Danielson SU; Baugh Minor; and Eisenach SU. Please bill P&Z. Thanks!

Jody Meyer

Morgan County Planning Assistant

231 Ensign Street, Box 596

Fort Morgan, CO 80701

970-542-3526 office

970-542-3509 fax

jmeyer@co.morgan.co.us

--

Prairie Mountain Publishing-

Boulder Daily Camera..Broomfield Enterprise

Longmont Times-Call..Colorado Hometown Weekly

Loveland Reporter-Herald...Colorado Daily

phone 303.466.3636 or 970-635-3650..Fax 303.442.1508

2500 55th Street | Boulder, CO 80301

classifieds@frontrangeclassifieds.com



Jody Meyer <jmeyer@co.morgan.co.us>

Automatic reply: Referral Memo for Baugh Minor Sub - PC

1 message

XCEL

George, Donna L <Donna.L.George@xcelenergy.com>

Fri, Apr 17, 2020 at 11:13 AM

To: Jody Meyer <jmeyer@co.morgan.co.us>

I am instructed to work remote as of 3/16 for the foreseeable/unknown future. Unfortunately, I have limited work resources at home; however, I will do my best at taking care of business during this time.
Everyone stay safe/health!



Jody Meyer <jmeyer@co.morgan.co.us>

Baugh/Morgan County/US 34 off

1 message

CDOT

Hice-Idler - CDOT, Gloria <gloria.hice-idler@state.co.us>

Wed, Apr 22, 2020 at 6:53 PM

To: Jody Meyer <jmeyer@co.morgan.co.us>, Pam Cherry <pcherry@co.morgan.co.us>

Cc: Allyson Mattson - CDOT <allyson.mattson@state.co.us>, Timothy Bilobran - CDOT <timothy.bilobran@state.co.us>

CDOT has no comment on the above proposal.

Gloria Hice-Idlerpam

Rocksol Consulting

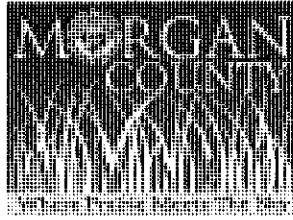
(970) 381-8629

cid:image001.png@01D05B52.DA3F45D0

10601 W. 10th Street, Greeley, CO 80634

gloria.hice-idler@state.co.us | www.codot.gov | www.cotrip.org

**COLORADO**Department of Transportation
Report 4image001.png
17K



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Farm Service Agency-Morgan County
Century Link
CDOT
DOW
Colorado Parks & Wildlife
Kinder Morgan, Inc.
Wiggins Rural Fire Dept.
Wiggins Telephone
Morgan County Assessor
Morgan County Communications Center
Morgan County Quality Water

Morgan County Road & Bridge
Morgan County Rural Electric Assoc.
Morgan County Sheriff
Morgan Soil Conservation District
NECHD
Northern Colorado Water Conservancy
Xcel Energy
Weldon Valley Ditch

FROM: Pam Cherry, Morgan County Planning Administrator
231 Ensign St, PO Box 596, Fort Morgan, CO 80701
970-542-3526 / 970-542-3509 fax / pcherry@co.morgan.co.us
DATE: April 17, 2020
RE: **Minor Subdivision Application for Baugh– see attached site map**

Due to the closing of County buildings at the present time, this meeting is scheduled as a virtual meeting via ZOOM at <https://zoom.us/j/98930710846>. If the County is able to open its facilities prior to the hearing, the hearing will be held in the Assembly Room, at 231 Ensign Street, Fort Morgan, Colorado 80701. Please check the County's website at <https://morgancounty.colorado.gov/planning-commission-agendas-and-minutes> for information on the meeting.

Harrison Homes LLC as applicant
David A. Baugh and James D. Baugh and Marguerite D. Baugh as landowners

Legal Description: A parcel located in the SW ¼ of Section 26, Township 5 North, Range 60 West of the of the 6th PM, Morgan County, Colorado , aka 25192 County Road 4, Weldona, Colorado 80653.

Reason: Minor Subdivision to create 3(three) lots. Proposed Lot 1 is vacant and will consist of 2.968 acres; Lot 2 and Lot 3 are vacant and will consist of 2.425 acres each. These will be used for residential sites.

Please offer any comments or concerns you may have about these applications within 21 days of the date of this letter. Do not hesitate to contact me at any time if you have questions. You also may email pcherry@co.morgan.co.us to request items in the file to be emailed to you. Our office is located at 231 Ensign Street, PO Box 596 , Fort Morgan, Colorado 80701 in case you need a mailing address. Thank you.

Tax Calculations

Summary

Total

Baugh Minor

2020 Estimated

3,067.16

Tax Detail

001 - COUNTY GENERAL FUND - Total Levy: 19.453000

COUNTY GENERAL FUND

864.49

Rd X.5
+ 4

002 - ROAD AND BRIDGE FUND - Total Levy: 7.500000

ROAD AND BRIDGE FUND

333.30

003 - SOCIAL SERVICES FUND - Total Levy: 2.000000

SOCIAL SERVICES FUND

88.88

R11713

015 - WIGGINS RURAL FIRE DISTRICT - Total Levy: 7.000000

WIGGINS RURAL FIRE DISTRICT

311.08

018 - MORGAN SOIL CONSERVATION DISTRICT - Total Levy: 0.000000

MORGAN SOIL CONSERVATION DISTRICT

0.00

029 - MORGAN COUNTY QUALITY WATER DISTRICT - Total Levy: 0.824000

MORGAN COUNTY QUALITY WATER

36.62

031 - NORTHERN COLORADO WATER CONSERVANCY DISTRICT - Total Levy: 1.000000

NORTHERN COLORADO WATER CON'S DIST

44.44

051 - RE 20-J WELDONA GENERAL FUND - Total Levy: 27.491000

RE 20-J WELDONA GENERAL FUND

1,221.70

052 - RE 20-J WELDONA BOND REDEMPTION - Total Levy: 3.750000

RE 20-J WELDONA BOND REDEMPTION

166.65

Total

3,067.16

3,067.16

Taxes due →



Jody Meyer <jmeyer@co.morgan.co.us>

Referral Memo for Baugh Minor Sub - PC

1 message

Jody Meyer <jmeyer@co.morgan.co.us>

Fri, Apr 17, 2020 at 11:11 AM

To: jeff.rasmussen@co.usda.gov, CDOT Timothy Bilobran <timothy.bilobran@state.co.us>, Century Link Brian Vance <brian.vance@centurylink.com>, DOW - Devon Lane <devon.lane@state.co.us>, DOW - Todd Cozad <todd.cozad@state.co.us>, Kinder Morgan - Jeff Voltattorni <Jeff.Voltattorni@elpaso.com>, Morgan County Emergency Management <rdoll@co.morgan.co.us>, Northern Colorado Water Conservancy District <jstruble@northernwater.org>, Quality Water - Kay Zarbock <kzarbock@mcqwd.org>, Quality Water - Kent Pflager <kpflager@mcqwd.org>, REA - Kevin Martens <kmartens@mcrea.org>, Soil Conservation - Madeline Hagan Hagan <morganconservationdistrict@gmail.com>, Xcel - Donna George <Donna.L.George@xcelenergy.com>, "Wiggins Rural Fire Dept." <wigginsruralfire@gmail.com>, Wiggins Tele - Terry <terry@wigginstel.com>, Wiggins Tele - Casey Quint <caseyquint@wigginstel.com>, Tim Amen <tmamen@co.morgan.co.us>, Pam Allen <pallen@co.morgan.co.us>, Cathy Cole-Geist <ccole-geist@co.morgan.co.us>, Danette Martin <djmartin@co.morgan.co.us>, David Martin <dmartin@co.morgan.co.us>, Patricia Morgan <pmorgan@co.morgan.co.us>, Bruce Bass <bbass@co.morgan.co.us>, John Goodman <jgoodman@co.morgan.co.us>, Mel Bustos <melb@nchd.org>, Conner Gerken <connerg@nchd.org>, Eric Christensen <cbicattle@gmail.com>

Good Morning:

Enclosed you will find a Referral Memo and survey for the Baugh Minor Subdivision which will go before the Planning Commission on May 11, 2020. Call if you have any questions or concerns.

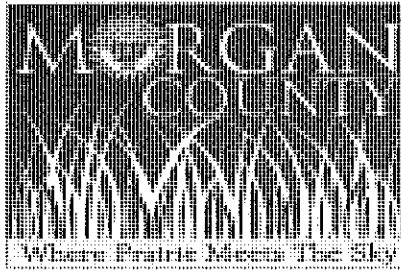
Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office
970-542-3509 fax
jmeyer@co.morgan.co.us

2 attachments

Referral Memo - PC - Baugh Minor 26.5.60 05-11-20.doc
107K



20190690SUB PRELIM Plat.pdf
668K



mailed 4-17-20
J.M.

MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

April 17, 2020

Dear Neighboring Landowners:

Harrison Homes, LLC as applicant and David A. Baugh and James D. Baugh as landowners have submitted an application to our office for a Minor Subdivision to create 3 (three) vacant lots two of which are 2.425 acres, one lot at 2.968 acres for potential residential sites pursuant to Chapter 8, Minor Subdivision of the Morgan County Subdivision Regulations. The entire property encompasses 227.3 acres. The property is located in the SW $\frac{1}{4}$ of Section 26, Township 5 North, Range 60 West of the 6th p.m., Morgan County, Colorado.

This application will be heard by the Planning Commission at a public hearing on **May 11, 2020 at 7:00 P.M using the Zoom platform. Due to the closing of County buildings, this meeting will be held virtually. Please do not come to the County building for the hearing.**

To participate in Public Hearings you may connect via Zoom Conferencing Access Information at: <https://zoom.us/j/98930710846>

Or you may listen and participate via phone at 1-646-558-8656 Meeting ID: 989 3071 0846

Please monitor the Morgan County website (<https://morgancounty.colorado.gov/planning-commission-agendas-and-minutes>) for any changes to the meeting format or phone the office at 970-542-3526 closer to the day of the hearing. You can email questions or comments that you would like presented at the meeting to pcherry@co.morgan.co.us or call the office.

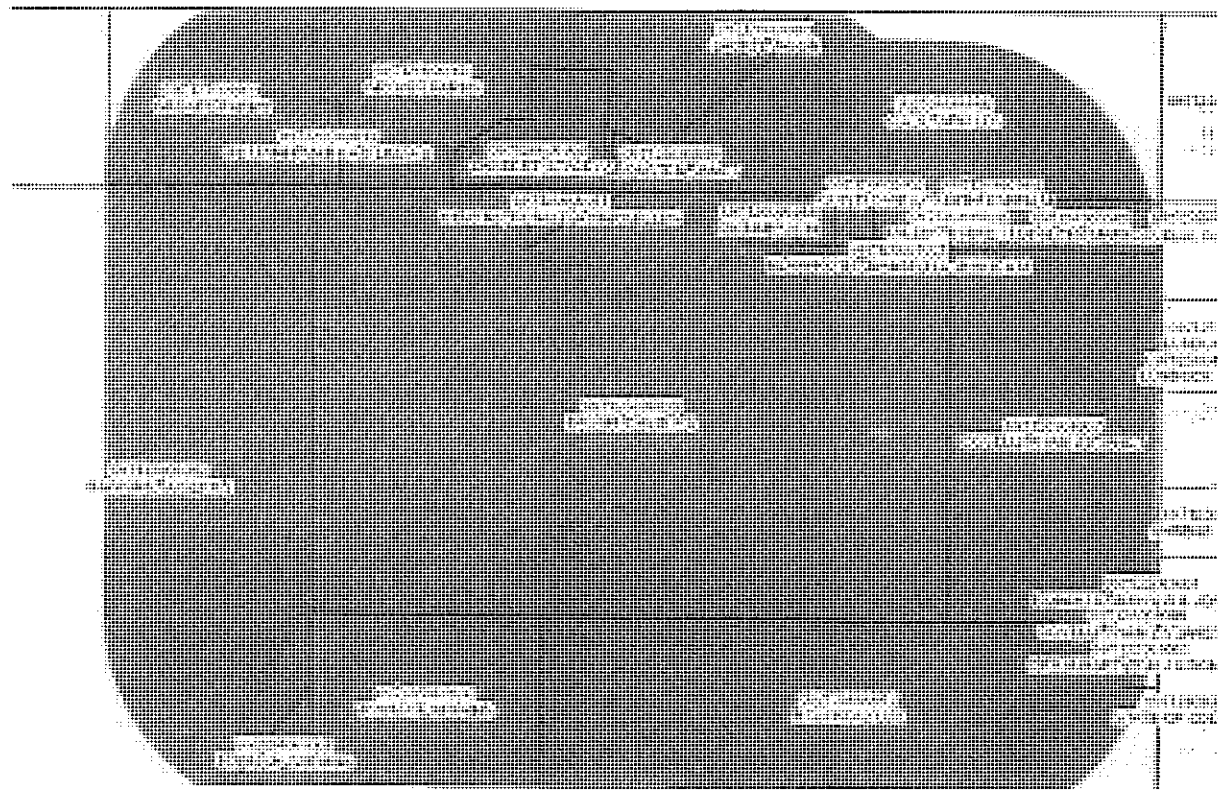
If you would like to review any of the documents that are part of this application or have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526.

Sincerely,

Pam Cherry, CFM
Planning Administrator

Enclosure

1320' notification area



ParcelMailingList_20200416 - Baugh

BAUGH, DAVID A &
BAUGH, MARGUERITE D & JAMES D
25192 CO RD 4
WELDONA, CO 80653

COVELLI, CURTIS L
4940 CO RD Z.5
WELDONA, CO 80653

LAMBERT, STACEY
4295 CO RD Z.5
WELDONA, CO 80653

GETTMAN, MARK A & LINDA S
4023 CO RD Z.5
WELDONA, CO 80653

SIMCOX, EDWARD R & TEAL A
4700 CO RD Z.5
WELDONA, CO 80653

GROVES FARMS
21020 CO RD 6.5
WELDONA, CO 80653

COVELLI, RYAN L & JANET
25065 CO RD 5
WELDONA, CO 80653

TOWN OF WIGGINS
304 E CENTRAL AVE
WIGGINS, CO 80654

QUINT, CASEY G
4618 CO RD Z.5
WELDONA, CO 80653

HAWKINS, JOSEPH J
P O BOX 24
ORCHARD, CO 80649

SACK, L JASON
605 VOILES ST
BRIGHTON, CO 80601

DIONNE, ZION
4508 CO RD Z.5
WELDONA, CO 80653

MILLER, EVERETT D
4814 CO RD Z.5

ParcelMailingList_20200416 - Baugh

WELDONA, CO 80653

C & C FARM LLC
P O BOX 700
WELDONA, CO 80653

KLEIN, DENNIS V & LAUREL L
4612 CO RD Z.5
WELDONA, CO 806539129

GRONSTEN, JANET
4357 CO RD Z.5
WELDONA, CO 80653

MARTIN, HENRY C & ARDYCE I
P O BOX 54
ORCHARD, CO 80649

DEGANHART, TOM J & DONNA L
24947 CO RD 5
WELDONA, CO 80653

STATE OF COLORADO
DEPT OF NATURAL RESOURCES, DIV OF PARKS & OUTDOOR RECREATION
1313 SHERMAN ST
DENVER, CO 80203

VELASQUEZ, MAUREEN
4763 HWY 144
WELDONA, CO 80653

HODAPP, DAVID E
25402 CO RD 3 - LT 246
WELDONA, CO 80653

DALOIA, MARK
4932 CO RD Z.5
WELDONA, CO 80653

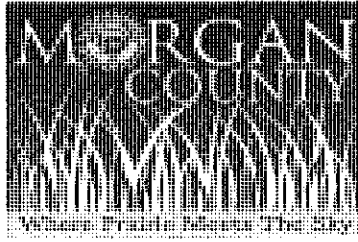
HIGGINS, RONALD & MARY ELLEN
4258 CO RD Z.5
WELDONA, CO 80653

KLAPPROTH, JEREMY H & JESSICA M
4806 CO RD Z.5
WELDONA, CO 80653

SMITH, KAREN M
4706 CO RD Z.5
WELDONA, CO 806538907

ParcelMailingList_20200416 - Baugh

ROJOKOX2 LLC
624 ORD DR
BOULDER, CO 80303



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

April 21, 2020

Harrison Homes LLC
2311 West 16th Street, Unit 301
Sent via email: harrisondhomes@gmail.com

David Baugh
James Baugh
25192 Co Rd 4
Weldona CO 80653

Dear Applicant/Landowner:

Your Application for a Special Use permit has been received by our office and placed on the agenda for the Morgan County Planning Commission.

This application will be heard by the Planning Commission at a public hearing on **Monday, May 11, 2020 at 7:00 P.M using the Zoom platform. Due to the closing of County buildings, this meeting will be held virtually. Please do not come to the County building for the hearing.**

To participate in Public Hearings you may connect via Zoom Conferencing Access Information at: <https://zoom.us/j/98930710846>

It is necessary that you or your representative be present at this hearing using the Zoom Platform to answer any questions the Morgan County Planning Commission may have. Do not hesitate to contact us at any time if you have questions.

Sincerely,

Pam Cherry
Planning and Floodplain Administrator

5/1/2020

Co.morgan.co.us Mail - Re: Mineral letters



Jody Meyer <jmeyer@co.morgan.co.us>

Re: Mineral letters

1 message

Daniel Harrison <harrisondhomes@gmail.com>
To: Jody Meyer <jmeyer@co.morgan.co.us>

Fri, May 1, 2020 at 11:40 AM

5/1/2020

Co.morgan.co.us Mail - Re: Mineral letters

On Fri, May 1, 2020 at 11:25 AM Jody Meyer <jmeyer@co.morgan.co.us> wrote:

Daniel - waiting on these mineral letters - it was my understanding you had done them and sent them out certified mail. I need proof of that and I am copying files today to send to the Planning Commission.

Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office
970-542-3509 fax
jmeyer@co.morgan.co.us

--
Email: Harrisondhomes@gmail.com

Cell: 970 459 7099

Local contact: Daniel Harrison

Inline images



04/28/2020

Prima Exploration Inc
250 Fillmore St, Ste 500
Denver CO 80206

Dear Sirs,

This letter is in regards to the oil and gas lease that was located at:

The Southwest Quarter (SW ¼) of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County Colorado; **EXCEPT** that parcel of land described in Book 1072 at Page 851, of the records of the Clerk and Recorder of Morgan County, Colorado; AND The West Half of the Southeast Quarter (W ½ SE ¼) of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County Colorado; **EXCEPTING THEREFROM** the Baugh Minor Subdivision and **EXCEPT** the real property more particularly described in Book 1128 at Page 42, of the records of the Clerk and Recorder of Morgan County, Colorado; County of Morgan, State of Colorado.

Willow Realty is representing Baugh Minor Subdivision and is applying for a proposed minor subdivision.

This letter is to serve as notice of this application.

If you have questions regarding this matter please contact me.

Thank you,

Kelley Babcock
Owner/Broker
Willow Realty
970-768-0007

David Baugh
Baugh Minor Subdivision
25192 CR 4, Weldona CO 80653



04/28/2020

Mountain Bell

931 14th st

Denver CO 80202

Dear Sirs,

This letter is in regards to the underground facilities that is located at:

The Southwest Quarter (SW ¼) of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County Colorado; **EXCEPT** that parcel of land described in Book 1072 at Page 851, of the records of the Clerk and Recorder of Morgan County, Colorado; AND The West Half of the Southeast Quarter (W ½ SE ¼) of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County Colorado; **EXCEPTING THEREFROM** the Baugh Minor Subdivision and **EXCEPT** the real property more particularly described in Book 1128 at Page 42, of the records of the Clerk and Recorder of Morgan County, Colorado; County of Morgan, State of Colorado.

Willow Realty is representing Baugh Minor Subdivision and is applying for a proposed minor subdivision.

This letter is to serve as notice of this application.

If you have questions regarding this matter please contact me.

Thank you,

Kelley Babcock

Owner/Broker

Willow Realty

970-768-0007

David Baugh

Baugh Minor Subdivision

25192 CR 4, Weldona CO 80653



04/28/2020

Colorado Interstate Gas Company

Western Pipelines

P O Box 1087

Colorado Springs CO 80944

Dear Sirs,

This letter is in regards to the underground facilities that is located at:

The Southwest Quarter (SW $\frac{1}{4}$) of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County Colorado; **EXCEPT** that parcel of land described in Book 1072 at Page 851, of the records of the Clerk and Recorder of Morgan County, Colorado; AND The West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 26, Township 5 North, Range 60 West of the 6th P.M., Morgan County Colorado; **EXCEPTING THEREFROM** the Baugh Minor Subdivision and **EXCEPT** the real property more particularly described in Book 1128 at Page 42, of the records of the Clerk and Recorder of Morgan County, Colorado; County of Morgan, State of Colorado.

Willow Realty is representing Baugh Minor Subdivision and is applying for a proposed minor subdivision.

This letter is to serve as notice of this application.

If you have questions regarding this matter please contact me.

Thank you,

Kelley Babcock

Owner/Broker

Willow Realty

970-768-0007

David Baugh

Baugh Minor Subdivision

25192 CR 4, Weldona CO 80653

[illegible]



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

MORGAN COUNTY COMMISSIONERS

FILE SUMMARY

May 27, 2020

June 2, 2020 (meeting date)

APPLICANTS: Epic Design for Toby Eisenach, Toby's Oil Field Services
LANDOWNERS: Leif Stephens

This application was considered by the Planning Commission at their meeting on May 11, 2020 and unanimously recommends approval subject to two conditions.

Application Overview

Leif Stephens as landowner and Toby Eisenach – Toby's Oil Field Services as applicant have submitted an application for a Special Use Permit for approval to operate a shop and heavy equipment parking and maintenance facility including associated storage of oil field equipment and fuel. The property is zoned Agriculture Production and is 4.89 acres, located in Section 1, Township 3 North, Range 60 West of the 6th P.M. Morgan County, Colorado addressed as 17500 Highway 39, Wiggins, CO.

- a. Pursuant to Section 2-325, any use, not designated as a Use by Right, Accessory Use, Conditional Use and Use by Special Review or not otherwise prohibited in a particular zone, may be approved as a Use by Special Review pursuant to the criteria and procedures as established by these Regulations.
- b. Pursuant to Section 3-175, Parcels smaller than 20 acres does not list storage of oil field equipment and maintenance as a Use by Right, Conditional Use or Use by Special Review.

Criteria – Special Use Permits

The following criteria are to be used by the Planning Commission and the Board of County Commissioners when reviewing an application for a Special Use Permit.

- (A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. The property is located in the northeast planning area.

Chapter 2

2.II.A - Economic Development

Goal – Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.

This project will support economic development by providing a location for storage of oil field equipment when it is not being used on location.

2.II.C

Goal - To encourage development where it is in proximity to the activity centers, compatible with existing land use, and there is access to established public infrastructure.

There is adjacent Agriculture Production zoning to the north, east and west of the property. Commercial zoning is directly to the south. The property is located adjacent to existing infrastructure, roads and Morgan County Quality Water will monitor water use for the potential to upgrade to a commercial tap. The project is compatible with the adjacent commercial use to the south. The applicant has proposed to construct fencing adjacent to Agriculture Production properties as well as add some trees to the landscape which will provide buffering.

Goal - The County will encourage the preservation of agriculture production lands in balance with pressure for land use changes to higher intensity development.

Goal – Improve Morgan County's image by dealing with community design issues in relation to land use.

Because this project is adjacent to commercial zoning commercial uses will expand while preservation of the adjacent Agriculture Production zoning is preserved.

- (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.
- (E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.
The project as proposed will include landscaping and fencing along the property boundaries that will serve as additional buffer to adjacent Agriculture Production zones. Buffering on the south side of the property is not necessary due to being adjacent to Commercial zoning.
- (F) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by federal, state or county regulation, whichever is the strictest.
- (G) The special use proposed is not planned to be developed on a non-conforming parcel.
The property was created by exemption and is conforming.

- (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.
Storage is necessary for oil field equipment as oil production has recently declined.
- (I) For any special use requiring a supply of water that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability and in the case of human consumption, quantity, quality, and reliability.
There is an existing Morgan County Quality Water tap on the property that will be monitored for possible increase to a commercial tap.

Comments

The day of the Planning Commission hearing we received one objection to the application from Stephen Smith that is included in your packets.

Recommendation and conditions

Suggested conditions recommended by the Planning Commission:

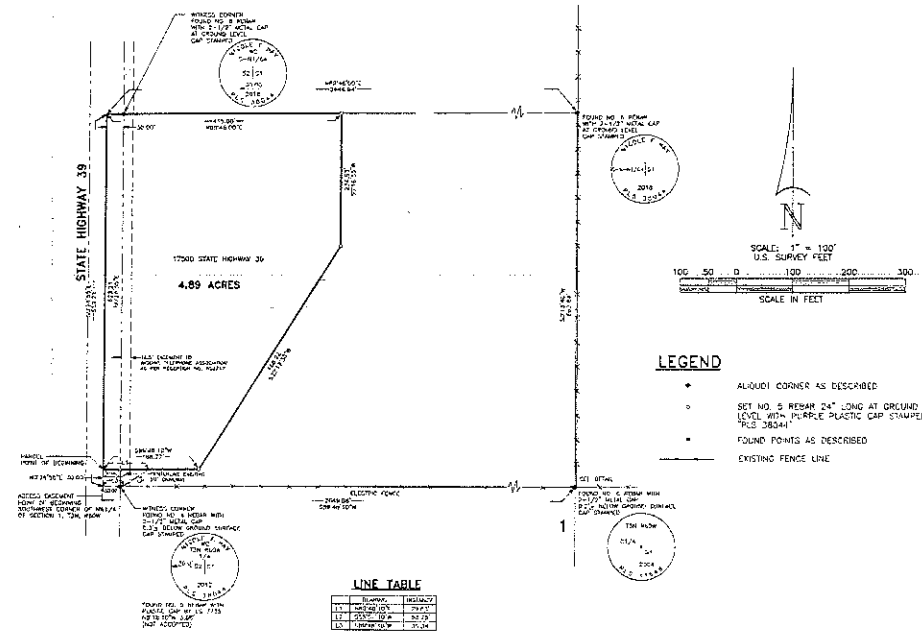
1. The applicant shall obtain necessary permits and comply with the requirements and conditions of those permits as determined by other governmental agencies with jurisdiction over this operation.
2. Add location and screening for trash receptacle.

This application was considered by the Planning Commission at their meeting on May 11, 2020 and unanimously recommends approval subject to the above conditions.



Pam Cherry, MPA, CFM
Planning, Zoning and Floodplain Administrator

STEPHENS SUBDIVISION EXEMPTION PLAT
CASE #EP2019-0017
IN THE S1/2S1/2NW1/4 OF SECTION 1,
T3N, R60W OF THE 6TH P.M.,
MORGAN COUNTY, COLORADO



SURVEYOR'S STATEMENT

I, MICHAEL F. HAY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED IN THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION AND THIS PLAT ACCURATELY REPRESENTS THE SURVEY BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER STATE THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO. STATE BOARDS OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS AND IS NOT A GUARANTEE OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY: MICHAEL F. HAY
FOR AND IN BEHALF OF
LEIBERT-McATEE & ASSOCIATES, INC.
P.L.S. NO. 2004



CERTIFICATE OF OWNERSHIP

NOTARY MEN BY THESE PRESENTS THAT LEIBERT-McATEE & ASSOCIATES, INC. IS THE OWNER OF CERTAIN LANDS IN MORGAN COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

THESE CERTAIN LANDS ARE DESCRIBED AS FOLLOWS: [Detailed description of the land parcels, including bearings, distances, and area.]

IN WITNESS WHEREOF, I HAVE HEREIN SET MY HAND AND SEAL OF OFFICE, AT DENVER, COLORADO, THIS 15th DAY OF FEBRUARY, 2020.

OWNER:
[Signature of Rylee Jean Hietbeek]
RYLEE JEAN HIETBEEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY NO. 2004

NOTARY PUBLIC
STATE OF COLORADO
NOTARY NO. 2004

PLANNING AND ZONING CERTIFICATE

THIS PLAT IS ACCEPTED AND APPROVED BY THE PLANNING AND ZONING DEPARTMENT FOR FILING.

DATE OF COLORADO: [Signature]
COUNTY OF MORGAN: [Signature]

THE FOLLOWING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF February, 2020.

MY COMMISSION EXPIRES JULY 15, 2021.

CLERK AND RECORDS CERTIFICATE

STATE OF COLORADO: [Signature]
COUNTY OF MORGAN: [Signature]

IN WITNESS WHEREOF, I HAVE HEREIN SET MY HAND AND SEAL OF OFFICE, AT DENVER, COLORADO, THIS 15th DAY OF FEBRUARY, 2020.

NOTARY PUBLIC
STATE OF COLORADO
NOTARY NO. 2004

NOTES

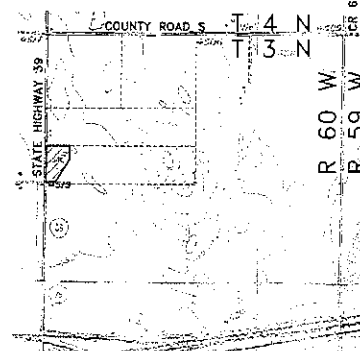
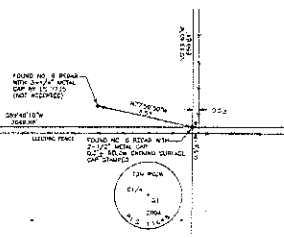
- EASEMENT INFORMATION AS PER EASEMENT TITLE ASSOCIATION IS FILED IN NO. 2004, EFFECTIVE DATE, OCTOBER 24, 2019 AT 4:00 A.M.
- RIGHT OF WAY FOR EASEMENT AND EASEMENT CONSTRUCTION BY THE AUTHORITY OF THE UNITED STATES AS PRESERVED IN UNITED STATES PATENT DATED DECEMBER 14, 1911 AS PATENTING EASEMENT.
- RESERVATION OF 1/4 OF THE MINORALS AS DESCRIBED IN DEED DATED OCTOBER 24, 2019, AS RECEIPT NO. 2004, THE COMPANY HAD NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS, WHICH MAY BE (LARGE) OWNERS.
- EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED IN THIS PLAT, AS RECEIPT NO. 2004, THE COMPANY HAD NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS, WHICH MAY BE (LARGE) OWNERS.
- EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED IN THIS PLAT, AS RECEIPT NO. 2004, THE COMPANY HAD NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS, WHICH MAY BE (LARGE) OWNERS.
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BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE NORTHWEST QUARTER (Q1/4) OF SECTION 1, T3N, R60W BEARS SOUTH 49° 41' 10" WEST, THE SOUTHEAST AND SOUTHWEST CORNERS OF SAID Q1/4 OF SECTION 1 ARE MONUMENTED AS SHOWN.

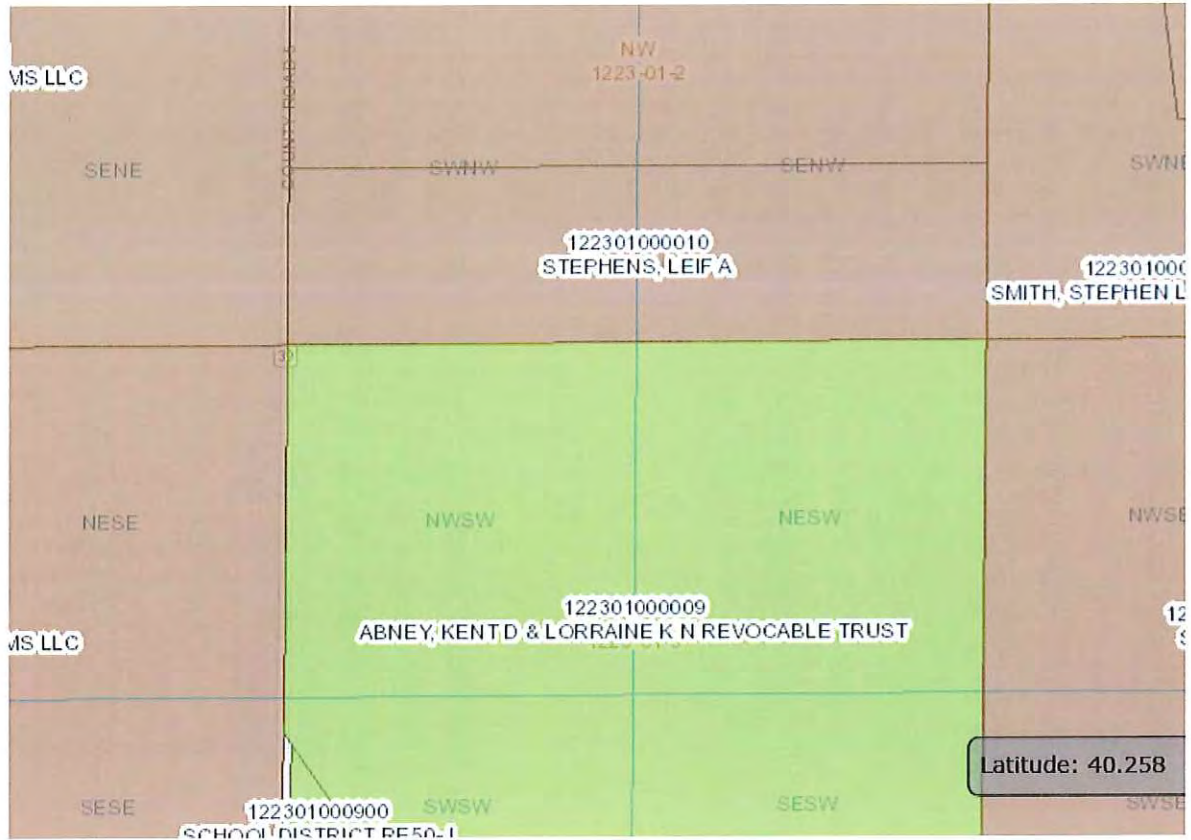
BOUNDARY VARIANCES IN THE LOCATION OF THE SUBDIVISION LINES WITH EXISTENT FENCE LINES ARE SHOWN ON THE ABOVE PLAT. SINCE THE BOUNDARY HAS NO ADJUNCTION OVER ADJUTING LAND OWNERS, ANY FENCE MOVING, REMOVING, OR RE-PLACING ANY OF THESE EXISTENT FENCE LINES WILL BE DONE AT THE OWNERS RISK.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION (SHOWN HEREIN).



MOBILE	LEIBERT-McATEE & ASSOCIATES, INC.
4-2004	P.O. BOX 442 815 SOUTH TENTH AVENUE
2-4-2004	STERLING, CO 80751 270-532-1940
	REAL STEPHENS SUBDIVISION EXEMPTION PLAT
	2004, RECORD NO. 2004
	PLAT NO. 2004, COUNTY OF MORGAN, COLORADO
SCALE: 1" = 100'	DATE: 11-5-19
DATE: 11-5-19	MOBILE NO. 2004-18
	SHEET 1 OF 1



SITE PLAN - SPECIAL USE PERMIT MORGAN COUNTY, COLORADO

A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 3
NORTH, RANGE 60 WEST OF THE 6TH PRINCIPAL MERIDIAN

PLANNING COMMISSION CERTIFICATE

The Morgan County Planning Commission has hereby reviewed the Rezoning Application
No. _____ this day of _____, 20__

Chairman

Attest: _____
Secretary
(s)

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

Response Case No. _____

Approved this _____ day of _____, 20__ Board of
County Commissioners, Morgan County, Colorado.

Attest: _____
Clerk of the Board Chairman

CLERK AND RECORDER'S CERTIFICATE

State of Colorado)
) ss.

County of Morgan

I hereby certify that this instrument was filed in my office at _____ o'clock _____, this
day of _____, 20__ and is duly recorded in _____

Recording fees of _____ are paid

Clerk and Recorder

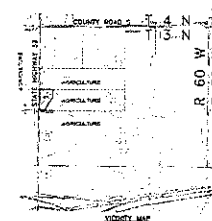
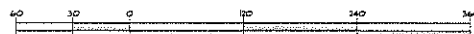
Deputy

SITE USE CHART

USE	AREA (SQ. FT.)
Buildings	4555.7
Equipment Storage	27195.4
Open Area	67505.9



SCALE: 1" = 30'



NOTES:
1. THIS PLAN AND OTHER DOCUMENTS ARE THE PROPERTY OF TOBY'S OILFIELD SERVICES.
2. THESE PLANS AND OTHER DOCUMENTS ARE TO BE USED FOR THE PURPOSES OF THE PERMIT ONLY.
3. ANY CHANGES TO THESE PLANS MUST BE APPROVED BY TOBY'S OILFIELD SERVICES.
4. THE PERMIT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED.
5. THE PERMIT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED.
6. THE PERMIT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED.
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SITE PLAN S1

TOBY'S OILFIELD SERVICES
11800 STATE HIGHWAY 39
WIGGINS, COLORADO 80654

EPIC DESIGN & CONSULTING, LLC
GEORGE CRONIN, JR.
11800 STATE HIGHWAY 39
WIGGINS, COLORADO 80654
CELL: 719.786.0061
GCRONIN@EPICDESIGN.COM

DATE:
MAR 2020
SCALE:
1" = 30'
NOTES:
--80. FT.--



Pam Cherry <pcherry@co.morgan.co.us>

Special use permit Stephens/Eisenach comments

Stephen Smith <stephen.smith.3708@gmail.com>
To: pcherry@co.morgan.co.us

Mon, May 11, 2020 at 6:11 PM

For the Morgan County Planning Commission in the matter of the Special Use Permit application for Leif Stephens & Toby Eisenach

My name is Stephen Smith and I own the property immediately west of Leif Stephen's parcel he bought from Steve Hazlett. I live at 5597 County Road S, Wiggins. I am familiar with the Morgan County subdivision regulations and successfully subdivided through administrative review 9.87 acres, house & improvements, including domestic well, completing the sale of that property in compliance with Morgan County regulations in August 2018. As an environmental engineer and now farmer, I have dealt with Colorado water law and regulations for 25 years and know their importance.

Leif Stephens paid a premium price for the 40 acres & Quality Water tap Steve Hazlett subdivided to him and immediately moved to drill a water well roughly 100 yards from our common property line. Simultaneously, he had a family move on to the property, saying they were going to buy 10 acres, build a cabin and live "off the grid", while Toby Eisenach constructed the facilities being discussed at your Commission meeting tonight. No permits or County approvals were requested for any of these activities. After Planning & Zoning staff inquired, the family vacated the property and tonight's contemplated property sat unfinished. Then the facility was finished and began commercial operations, again without County permits. Then Leif asked Planning and Zoning to approve a residential subdivision for this commercial shop. Once again, when Planning & Zoning staff visited the site and observed the commercial operation actually taking place, he withdrew the application. Now he is asking for a Special Use Permit to ratify all the shenanigans, flagrant violations of the County's planning process, and essentially gut the zoning process. This is a commercial activity in an area zoned for agriculture and rural residences.

I ask that you disapprove this Special Use Permit and enforce the County's planning and zoning process. He may complain that he has made significant investment that may be now lost. I would respond that he should have followed the County's process before spending any funds at all. To allow such an intrusive activity by Special Use Permit negatively impacts all the area's residences and agricultural operations and reduces the value of our properties.

Regards, Stephen

Stephen Smith
Manager Member, Plumthicket Farms LLC
Manager Member, OKF Farm LLC
Principal, Plumthicket Natural Resources Management Services

5/11/2020

Co.morgan.co.us Mail - Special use permit Stephens/Eisenach comments

5597 County Rd S
Wiggins, CO 80654
(303) 915-1513
Stephen.Smith.3708@gmail.com

TOBY EISENACH USE BY SPECIAL REVIEW
APPLICATION

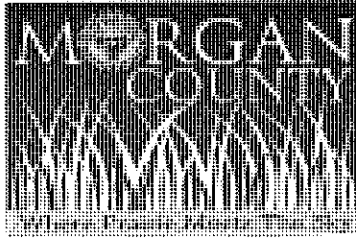
AKA TOBY'S OIL FIELD SERVICES – Applicant

LEIF STEPHENS - Landowner

FILE SUMMARY

Re: Eisenach /Stephens

Updated April 30, 2020



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

MORGAN COUNTY PLANNING COMMISSION

UPDATED FILE SUMMARY

April 30, 2020

May 11, 2020 (meeting date)

**APPLICANTS: Epic Design for Toby Eisenach, Toby's Oil Field Services
LANDOWNERS: Leif Stephens**

Application Overview

Leif Stephens as landowner and Toby Eisenach – Toby's Oil Field Services as applicant have submitted an application for a Special Use Permit for approval to operate a shop and heavy equipment parking and maintenance facility including associated storage of oil field equipment and fuel. The property is zoned Agriculture Production and is 4.89 acres, located in Section 1, Township 3 North, Range 60 West of the 6th P.M. Morgan County, Colorado addressed as 17500 Highway 39, Wiggins, CO.

- a. Pursuant to Section 2-325, any use, not designated as a Use by Right, Accessory Use, Conditional Use and Use by Special Review or not otherwise prohibited in a particular zone, may be approved as a Use by Special Review pursuant to the criteria and procedures as established by these Regulations.
- b. Pursuant to Section 3-175, Parcels smaller than 20 acres does not list storage of oil field equipment and maintenance as a Use by Right, Conditional Use or Use by Special Review.

Criteria – Special Use Permits

The following criteria are to be used by the Planning Commission and the Board of County Commissioners when reviewing an application for a Special Use Permit.

- (A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. The property is located in the northeast planning area.

Chapter 2

2.II.A - Economic Development

Goal – Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.

This project will support economic development by providing a location for storage of oil field equipment when it is not being used on location.

2.II.C

Goal - To encourage development where it is in proximity to the activity centers, compatible with existing land use, and there is access to established public infrastructure.

There is adjacent Agriculture Production zoning to the north, east and west of the property. Commercial zoning is directly to the south. The property is located adjacent to existing infrastructure, roads and Morgan County Quality Water will monitor water use for the potential to upgrade to a commercial tap. The project is compatible with the adjacent commercial use to the south. The applicant has proposed to construct fencing adjacent to Agriculture Production properties as well as add some trees to the landscape which will provide buffering.

Goal - The County will encourage the preservation of agriculture production lands in balance with pressure for land use changes to higher intensity development.

Goal – Improve Morgan County’s image by dealing with community design issues in relation to land use.

Because this project is adjacent to commercial zoning commercial uses will expand while preservation of the adjacent Agriculture Production zoning is preserved.

- (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.
- (E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.
The project as proposed will include landscaping and fencing along the property boundaries that will serve as additional buffer to adjacent Agriculture Production zones. Buffering on the south side of the property is not necessary due to being adjacent to Commercial zoning.
- (F) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by federal, state or county regulation, whichever is the strictest.
- (G) The special use proposed is not planned to be developed on a non-conforming parcel.
The property was created by exemption and is conforming.
- (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.

Storage is necessary for oil field equipment as oil production has recently declined.

- (I) For any special use requiring a supply of water that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability and in the case of human consumption, quantity, quality, and reliability.
There is an existing Morgan County Quality Water tap on the property that will be monitored for possible increase to a commercial tap.

Comments

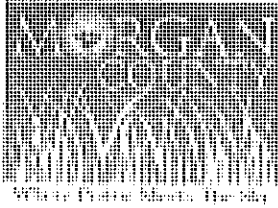
1. On the drawing show location, size and screening for trash receptacle.

Recommendation and conditions

Suggested conditions if Planning Commission recommends approval to the County Commissioners:

1. The applicant shall obtain necessary permits and comply with the requirements and conditions of those permits as determined by other governmental agencies with jurisdiction over this operation.
2. Add location and screening for trash receptacle.

Pam Cherry, MPA, CFM
Planning, Zoning and Floodplain Administrator



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509
E-mail: pcherry@co.morgan.co.us

Filing Deadline _____

Meeting Date _____

USE BY SPECIAL REVIEW PERMIT APPLICATION

APPLICANT

Epic Design & Consulting, LLC

Name FOR: Toby Eisenach

Address 06 Trailside Drive

Fort Morgan, CO 80701

Phone (970) 380-0652

Email rojan1103@hotmail.com

Epic Design: gerom47@msn.com Cell#: 970-768-0867

LANDOWNERS

Name Leif Stephens

Address 329 E Platte Ave

Fort Morgan, CO 80701

Phone (970) 441-1117

Email ProactiveDC@gmail.com

TECHNICAL INFORMATION

Address of property or general location 17500 Hwy 39, Wiggins Zone District A

Size of property (Sq. Ft. or Acres) 4.89 acres Present Use of Property shop Proposed Use of Property shop & storage
Commercial trucking and heavy equipment parking and maintenance

Complete Legal Description of property. If not enough space, attach to application and label "Exhibit 2" _____

S: 01 T: 3N R: 60W S1/2 S1/2 NW1/4

Is property located within 1320' (1/4) of a livestock confinement facility? No

APPLICANT'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.

Saurie Cromwell 3-30-20
Applicant Signature Date

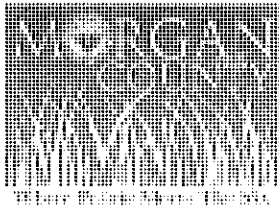
[Signature] 3/30/20
Landowner Signature Date

Date Received _____ Received By _____ Fee Payment _____ Check # _____

Recording Fee _____ Check # _____

Fees Paid By _____

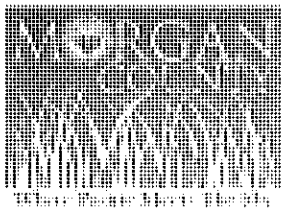
Comments _____



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509
E-mail: pcherry@co.morgan.co.us

USE BY SPECIAL REVIEW APPLICATION CHECKLIST

- X Exhibit A: Proof of ownership in the form of current title insurance or attorney's title opinion (within last 6 months).
- X Exhibit B: Narrative describing project and purpose of request.
- X Exhibit C: Narrative of how project will relate to or impact existing adjacent uses, including description of all off-site impacts. Include mitigation measures for off-site impacts.
- X Exhibit D: Additional information to clearly show projects intent.
- X Exhibit E: Narrative of compliance of this proposal with the Morgan County Comprehensive Plan and with the criteria for review of Special Use Permits.
- X Exhibit F: Development or implementation schedule of project. If Vesting of Rights is desired additional application and fees are required.
- X Exhibit G: Discussion of any public improvements required to complete the project and copies of pertinent improvements agreements.
- X Exhibit H: Description of types of easements required for the project. May be required to supply copies of easement agreements.
- X Exhibit I: Discussion of any environmental impacts the Special Use will have on the following:
- x I1: Existing Vegetation
 - x I2: Land Forms
 - x I3: Water Resources
 - x I4: Air Quality
 - x I5: Wildlife
 - x I6: Wetlands
 - x I7: Dust
 - x I8: Odor
 - x I9: Noise
 - x I10: Stormwater Runoff
 - x I11: Visual Amenities
 - I12: _____



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509
E-mail: pcherry@co.morgan.co.us

- X Exhibit J: Letters of commitment from utility providers or other proof of service as required by staff:
 x J1: Water
 x J2: Sewer
 x J3: Electricity
- X Exhibit K: Legal Access - Copy of permit for access from Colorado Department of Transportation or Morgan County Road and Bridge. (Required for new and existing driveways)
- X Exhibit L: Soil Map from Morgan County Soil Conversation District.
- X Exhibit M: Impact statement from irrigation companies that have canals / laterals crossing area.
- X Exhibit N: Documentation of adequate financial resources to implement the project.
- X Exhibit O: Right to Farm Policy / Notice.
- X Exhibit P: Site plans / map exhibits as per Morgan County Zoning Regulations, Section 2-515.
- X Exhibit Q: Additional information as required by staff:
 x Q1: Size of lot for business need
 x Q2: Equipment storage plan
 x Q3: Residential unit
 x Q4: Lease with Option to Purchase Agreement
- X Exhibit U: Non-refundable application fee of \$500.00, plus any additional deposits as required by staff. Previously paid by Toby Eisenach

To be provided after posting the property for future public hearing

- Exhibit V: Notarized affidavit and photograph verifying sign(s) posting. Property posting takes places after Planning Commission hearing and prior to County Commissioners' hearing.

*Property taxes must be current at the time of processing.

Exhibit 3: Site Plan

629'-2.5313"

STATE HIGHWAY 39

16.5' EASEMENT TO WIGGINS TELEPHONE ASSN

415'-0"

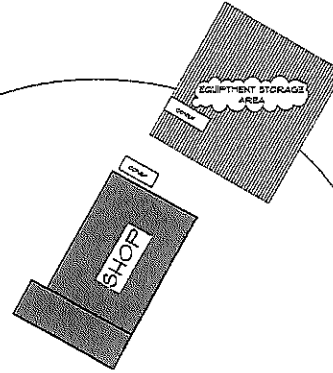
4.89 ACRES

269'-1.5625"

468'-2.625"

168'-9.25"

30'-0" 30'-0"



TRAILER PARKING

SEPTIC



NOTES:
PLEASE PLACE AND ORIGIN FOLLOWING THE SPS INTERNATIONAL
REVISIONS GUIDE.
PLEASE CHECK AND FOLLOW YOUR LOCAL CODES.
PLEASE VERIFY ALL FIELD MEASUREMENTS.
THIS DOCUMENT IS FOR INFORMATION ONLY.
IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.
© 2020 BY TONY'S OILFIELD SERVICES, LLC

STEPHENS SUBDIVISION EXEMPTION
IN THE S1/2S1/4S1/4 OF SECTION 01,
T3N, R60W OF THE 6TH P.M.,
MORGAN COUNTY, COLORADO

SITE PLAN 51

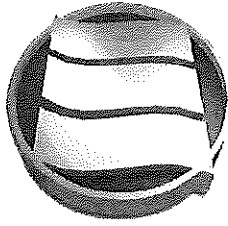
TONY'S OILFIELD SERVICES
17500 STATE HIGHWAY 39
WIGGINS, COLORADO 80654

EPIC DESIGN & CONSULTING, LLC
GEORGE GROTHWILL, JR.
11000 MCR 73 FORT MORGAN, CO 80701
CELL 910.168.0801 ggrothwill@epicdesign.com

DATE
MAR 2020
SCALE
1" = 30'
NOTES
50. FT.

Titlework

EXHIBIT A: Proof of Ownership



EQUITY TITLE ASSOCIATES II, LLC

520 Sherman Street
Fort Morgan, CO 80701
Phone: (970) 867-0515 • Fax: (970) 867-2246

Date: November 4, 2019

Our File Number: 00055671 SB

C-1 – New TBD Commitment

Re: Leif A. Stephens / TBD

Property Address: 17500 Highway 39 Wiggins, CO 80654

Escrow Officer: Corri Barton - (970) 867-0515 - cbarton@equitycol.com

Title Officer: Shelly Butt - (303) 563-4655 - shellyb@equitycol.com

Delivery List

Seller:

Leif A. Stephens

Email: proactivedc@gmail.com

SENT VIA EMAIL

Buyer:

TBD

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY - II

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY - II, 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned:



Authorized Signature

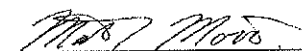
Equity Title Associates II, LLC

Company Name

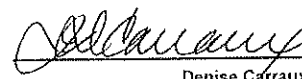
Fort Morgan, Colorado

City State

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company - II. This page is only a part of a 2016 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.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY - II

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 P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

**ISSUED BY
STEWART TITLE GUARANTY COMPANY - II**

Transaction Identification Data for reference only:

Issuing Agent: Equity Title Associates II, LLC
Issuing Office: 520 Sherman Street, Fort Morgan, CO 80701
Loan ID Number: []
Issuing Office File Number: 00055671
Property Address: 17500 Highway 39, Wiggins, CO 80654

1. Effective Date: **October 28, 2019 at 8:00 a.m.**

2. Policy to be issued:

(a) None
Proposed Insured: **TBD**
Proposed Policy Amount: **\$0.00**

(b) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**

(c) None
Proposed Insured: []
Proposed Policy Amount: **\$0.00**

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Leif A. Stephens

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

STEWART TITLE GUARANTY COMPANY - II
Countersigned By



Authorized Signature

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TITLE PREMIUMS

TBD Commitment	\$	
TOTAL	\$	
Closing Protection Letter Fee (if applicable):		

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EXHIBIT A
LEGAL DESCRIPTION

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ (S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 1, Township 3 North, Range 60 West of the 6th P.M., County of Morgan, State of Colorado.

This page is only a part of a 2016 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.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY - II

Requirements

File No.: 00055671

All of the following Requirements must be met:

- A. ~~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.~~
- B. ~~Pay the agreed amount for the estate or interest to be insured.~~
- C. ~~Pay the premiums, fees, and charges for the Policy to the Company.~~
- D. ~~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.~~

i. ~~[]~~

ii. ~~[]~~

~~[=clause=]~~

- E. ~~Evidence if any that all assessments for common expenses due under the Declaration referred to in Schedule B, Section 2 contained herein, have been paid.~~
- F. ~~Receipt by the Company of a satisfactory Final Affidavit, executed by Leif A. Stephens.~~
- G. ~~Receipt by the Company of a satisfactory Final Affidavit, executed by TBD.~~
- H. ~~Payment of all taxes and assessments now due and payable.~~

This page is only a part of a 2016 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.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY - II

Exceptions

File No.: 00055671

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 of which all of the Schedule B, Part I - Requirements are met.

NOTE: Provided Equity Title Associates II, LLC conducts the closing of this transaction, Exception 1 will be deleted.

2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Upon receipt of [a satisfactory survey and] [final affidavits], as shown in Schedule B - Section 1, Exceptions 2 through 5 will not appear on the Lender's Policy (if any) to be issued hereunder.

6. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2019 and subsequent years, a lien, not yet due or payable."

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. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated December 14, 1911, as Patent No. 238949.

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SCHEDULE B, PART II

(Continued)

9. Reservation of ½ of the minerals as described in Deed recorded October 21, 1957, as Reception No. 438016. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Reservation of ½ of the minerals as described in Deed recorded February 28, 1975, as Reception No. 593274. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Lease Agreement with Option to Buy Material, recorded February 26, 1981, as Reception No. 649290.
12. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Petition, recorded October 29, 2004, as Reception No. 822103.
13. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Petition, recorded April 29, 2005, as Reception No. 826570.
14. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Order, recorded August 31, 2006, as Reception No. 837722.
15. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Farm Lease Agreement, recorded November 26, 2008, as Reception No. 852632.
16. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Grant of Easement, recorded January 19, 2009, as Reception No. 853717.
17. Easements, notes, covenants, restrictions and rights-of-way as shown on the Survey, recorded August 22, 2012, as Reception No. 1601604.
18. Easements, notes, covenants, restrictions and rights-of-way as shown on the Survey Plat for Steven D. Hazlett, recorded April 13, 2018, as Reception No. 1601874.
19. 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.
 - Amendment recorded March 23, 1983, in Book 840 at Page 431.
 - c.) Morgan County REA, recorded January 22, 1982, in Book 825 at Page 656.
 - d.) Wiggins Telephone Association, recorded October 9, 1992, in Book 947 at Page 824.
20. Deed of Trust from Leif A. Stephens to the Public Trustee of [Morgan] County for the benefit of Jo Palmquist Trust, to secure an indebtedness in the principal sum of \$113,000.00, and any other amounts and/or obligations secured thereby, dated April 6, 2018, and recorded April 9, 2018, as Reception No. 911247.

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DISCLOSURES

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

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

**THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY AFFIXED HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)**

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

Morgan County Treasurer

Statement of Taxes Due

Account Number R021207
Assessed To

Parcel 122304000010
STEPHENS, LEIF A
329 E PLATTE AVE
FORT MORGAN, CO 80701

Whole 40 ?

Legal Description			Situation Address		
S: 01 T: 3 R: 60 S1/2S1/2NW1/4			17500 HWY 39		
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	\$4,991.28	\$0.00	\$0.00	(\$2,495.64)	\$2,495.64
Total Tax Charge					\$2,495.64
First Half Due as of 04/16/2020					\$0.00
Second Half Due as of 04/16/2020					\$2,495.64

Tax Billed at 2019 Rates for Tax Area 385 - RE 50J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$1,120.10	VACANT LAND - 35A	\$74,930	\$21,730
ROAD AND BRIDGE FUND	7.5000000	\$431.85	TO 99.9A		
SOCIAL SERVICES FUND	2.0000000	\$115.16	NON RESIDENTIAL	\$123,610	\$35,850
WIGGINS RURAL FIRE DIST	7.0000000	\$403.06	STRUC-IMPS		
CCWCD-WELL AGMT SUB DIST	9.0340000	\$520.18	Total	\$198,540	\$57,580
CENTRAL COLO WATER CONS	1.2860000	\$74.05			
MORGAN CO QUALITY WATER	0.8240000	\$47.45			
NORTHERN COLO WATER CD	1.0000000	\$57.58			
WIGGINS PEST CONTROL	0.4510000	\$25.97			
RE 50-J WIGGINS GENERAL FUN	24.5800000	\$1,415.32			
RE 50-J WIGGINS BOND REDEMP	13.5560000	\$780.56			
Taxes Billed 2019	86.6840000	\$4,991.28			

*****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, Fax: 970-542-3520, Email: esale@co.morgan.co.us
Website: morgancounty.colorado.gov

EXHIBIT B: Project Description and purpose of request:

Toby's Oilfield Services provides maintenance and service of oil and gas wells. This company is a mobile repair service for oil, gas and water wells. Mr. Eisenach started this business in 1995 in Cheyenne Wells, Colorado and moved to 12911 County Road W.5, Weldona, Colorado, in 2001.

Toby's Oilfield Services owns four work-over rigs: three pulling rigs and 1 swab rig. The work-over rigs are used to pull structural oil field metal casing out of wells and to replace it with new casing. There are a total of seven employees: four work in the field, one mechanic, one office manager, and the owner.

Toby's Oilfield Services contracts with Renegade Oil & Gas Co., LLC to supply services for wells in Bennett, Byers, and Strasburg area. He also has contracts for wells in Elbert, Arapahoe, Morgan, Lincoln, and Washington counties. No out of state work is conducted.

In 2018, he purchased a home in Trailside subdivision west of Fort Morgan. He went through an extensive search to find a property to relocate his business. Last fall, he was able to lease with the intent to purchase a 4.89 acre parcel owned by Mr. Leif Stephens, located at 17500 State Highway 39, Wiggins, Colorado. When he listed the Weldona property in October 2019, it sold in two weeks forcing him to quickly move the business equipment to the present location.

Mr. Stephens purchased a 40 acre parcel in 2018. He then began to improve the property by building a 50' x 70' shop and a 20.5' x 60' space on the south side of shop. In February 2020, Mr. Stephens was granted a 4.89 acre exemption from this parcel which included the shop.

The Highway 39 location is well suited for Toby's Oilfield Services. It provides accessibility of major roads, proximity to his residence and a shorter distance to jobsites.

The work-over rigs are on the property for an average of twenty-five percent (25%) of the time in a year. When a rig is in the yard, it is there for repair and/or regular maintenance. This requires a stock of iron to be kept on hand. Other items kept are: a tractor; flatbed trailers; and structural oil field metal casing.

Toby's Oilfield Services does not have permits to store or have the capability of storing any crude oil on this property. However, he does store diesel and gas on the premises for his own use. All the fuel storage tanks, for business consumption, are kept in a containment unit.

Mr. Eisenach is the sole proprietor of this business and is in good standing with the Colorado Secretary of State. He is a life-long, third generation resident of Morgan County.

EXHIBIT C: Project relates to or impacts existing adjacent uses:

The surrounding area is predominately agriculture. This property is on the State Highway 39 corridor that includes some commercial businesses that are approximately one to two miles away.

Some of the equipment used by Toby's Oilfield Services could be used by any farming operation; tractor, bush-hog, goose-neck and bumper hitch trailers, steel racks, and fuel tanks. The shop building is not unlike any other steel sheeted farm building.

Impacts to existing adjacent uses would be minimal. There will be a slight increase in truck traffic exiting and entering State Highway 39.

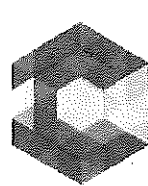
EXHIBIT D: Additional Information

Toby's Oilfield Services is a business in good standing with the Colorado Department of State.

At this location there will be no oil storage, separation, treating, pumping, or metering. Toby's Oilfield Services keeps fewer chemicals on site than the average farmer has stored on their farm.

When heavy oils or other substances, that maybe regulated, collect on the outside of Toby's trucks or machinery the truck is then taken to a professional cleaning service that contains the waste substances. These cleaning service companies are located in Loveland and Windsor, Colorado.

Like many county residents, Toby's Oilfield Services washes dirt and mud off of vehicles and equipment in the yard. No heavy oils or crude are washed off in the yard.



For this Record...
Filing history and documents
File a form
Subscribe to email notification
Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Trade name	Toby's Oilfield Services		
Registrant name	Toby Eisenach		
Status	Effective	Formation Date	05/15/2008
ID number	20081287892	Form	Individual
Renewal month	March	Expiration Date	06/01/2021
Primary residence or usual place of business street address	12911 CR W.5, Weldona, CO 80653, United States		
Primary residence or usual place of business mailing address	12911 CR W.5, Weldona, CO 80653, CO, United States		

- Filing history and documents
- Get a certificate of fact of trade name (PDF)
- Get certified copies of documents
- File a form
- Set up secure business filing
- Subscribe to email notification
- Unsubscribe from email notification

Back

EXHIBIT E: Compliance with Comprehensive Plan and SU review criteria

Economic Development – *Morgan County Comprehensive Plan Chapter 1, II A (pg.3)*

Morgan County encourages businesses to employ local residents and promote future economic growth throughout the county.

Toby's Oilfield Services employs seven people, five of whom live in Morgan County. Mr. Eisenach believes in buying local to keep his community strong. Some of the vendors he trades with include Sailsbury Supply, Central Auto Parts, Hill Petroleum, Korf Continental, Wiggins Electric, Quad County Plumbing & Heating, Mr. D's Ace Hardware, Murdoch's Ranch and Farm Supply, and AMA Auctions, just to name a few.

Environment – *Morgan County Comprehensive Plan Chapter 1, II B (pg.3)*

Morgan County aims to preserve manmade and natural environments to enhance quality of life.

Toby's Oilfield Service does not increase any dangers or contamination by petroleum substances at well locations, traveling highways and/or roads, or at his business property.

Toby has taken every effort to ensure that soil does not get contaminated at his location by installing a containment unit for all fuel tanks. The fuel tanks in the containment do not exceed 500 gallons each.

Toby's trucks do not have the capacity to haul oil and no crude oil is brought into or stored in the yard. The swab rig is used to pull water from gas wells to keep them running efficiently.

This 4.89 parcel is still in the developmental stage. Mr. Eisenach will continue to improve the site and contain soil erosion. Much like his previous property, Toby will keep the equipment organized and the property well groomed (*see photos on next pages*). As a condition of approval, if required, the following items are offered by Mr. Eisenach: Install a tall chain link fence, with or without privacy slats; and/or plant more trees. Mr. Eisenach does not wish to be unreasonable.

Land Use – *Morgan County Comprehensive Plan Chapter 1, II C (pg.4)*

Morgan County request business be located close to activity centers, comply with existing uses, use established public infrastructure and have access to utilities.

Toby's Oilfield Services' location on State Highway 39 is within a couple of miles from a high traffic retail center, Stub's Gas & Oil, and less than a mile from I-76 and the Wiggins School District's Bus and equipment garage.

Toby's Oilfield Services has many of the same uses as other small parcels in the area; there is daily traffic coming and going; there are out buildings and equipment stored on the parcels; and

many have fuel tanks.

The access from State Highway 39 eliminates the need for any upgrade the public infrastructure. An average of 16-20 vehicles will access this property per day. That accounts for arriving in the morning, a trip for lunch and returning at the end of the day.

Utilities have already been provided to the property: Morgan County Rural Electric Association provides electricity; Morgan County Quality Water provides water; and a septic system has been approved by Northern Colorado Health Department.

Wiggins Area – *Morgan County Comprehensive Plan Chapter 1, C 2 (pg.5)*

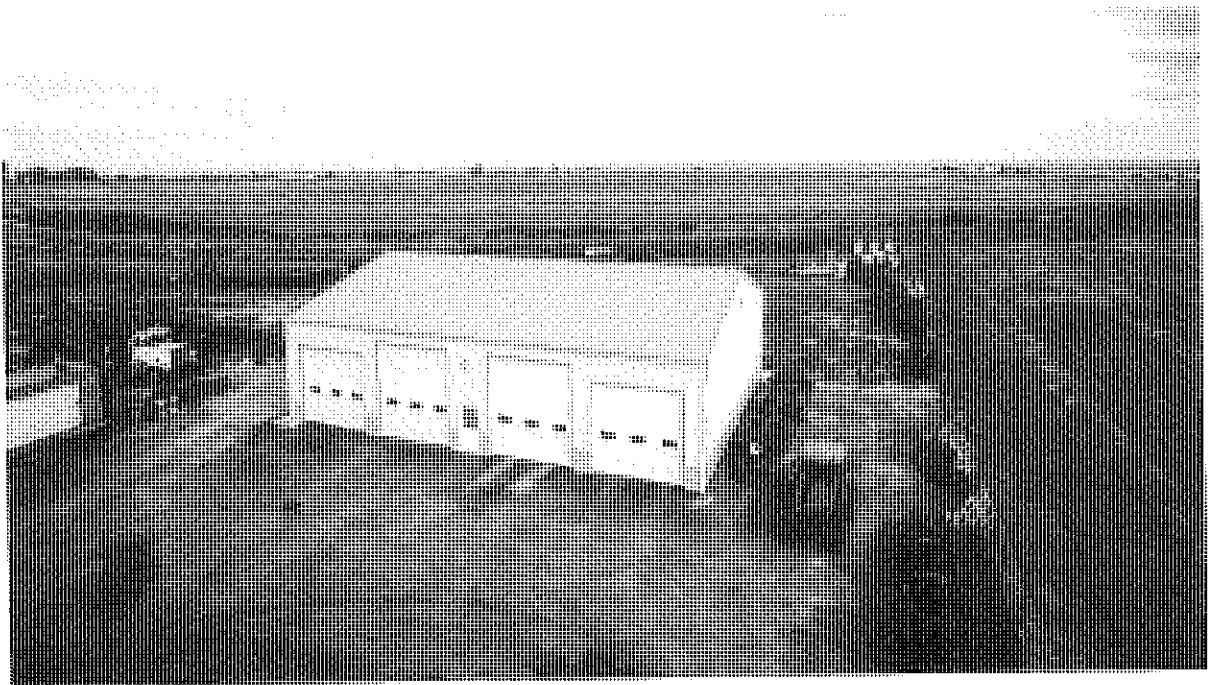
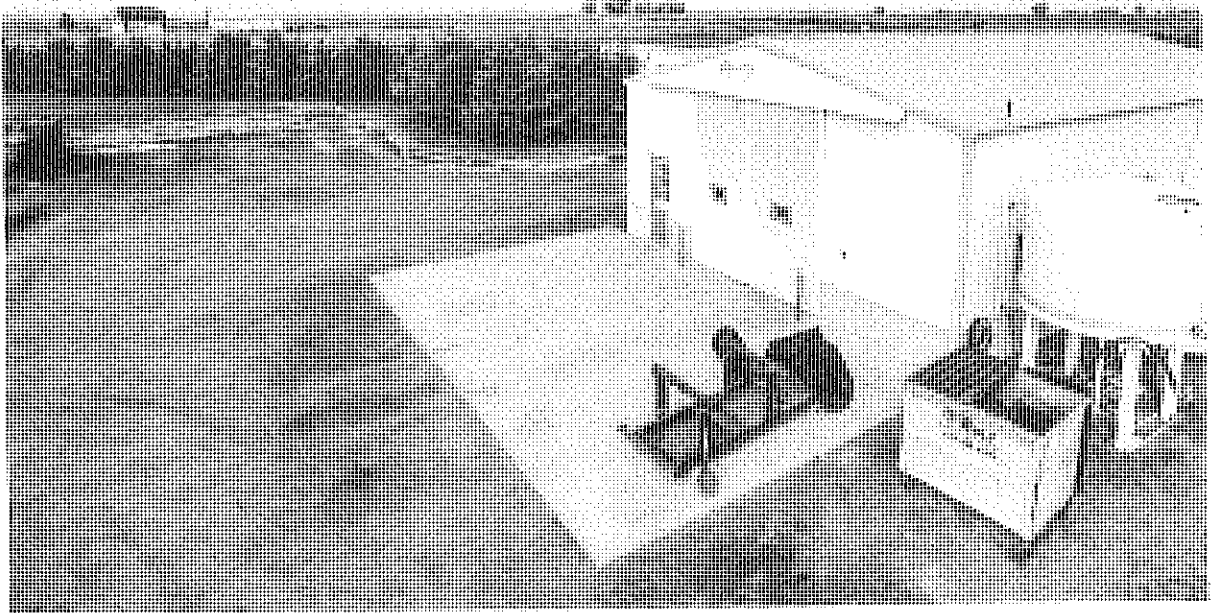
Morgan County encourages more commercial/industrial businesses to be established in the Wiggins area.

Toby's Oilfield Services has been looking for a location to relocate to for over a year. This property satisfies his requirements to be located closer to his jobsites, residence and proximity to highways.

Toby's Oilfield Services will be contributing to the RE-50 Wiggins School District's tax base.

Roberts 81 Planned Development was considered for relocation. However, the infrastructure has not been established and there is no plan to-date for completing the roads and other improvements.

Previous business location:



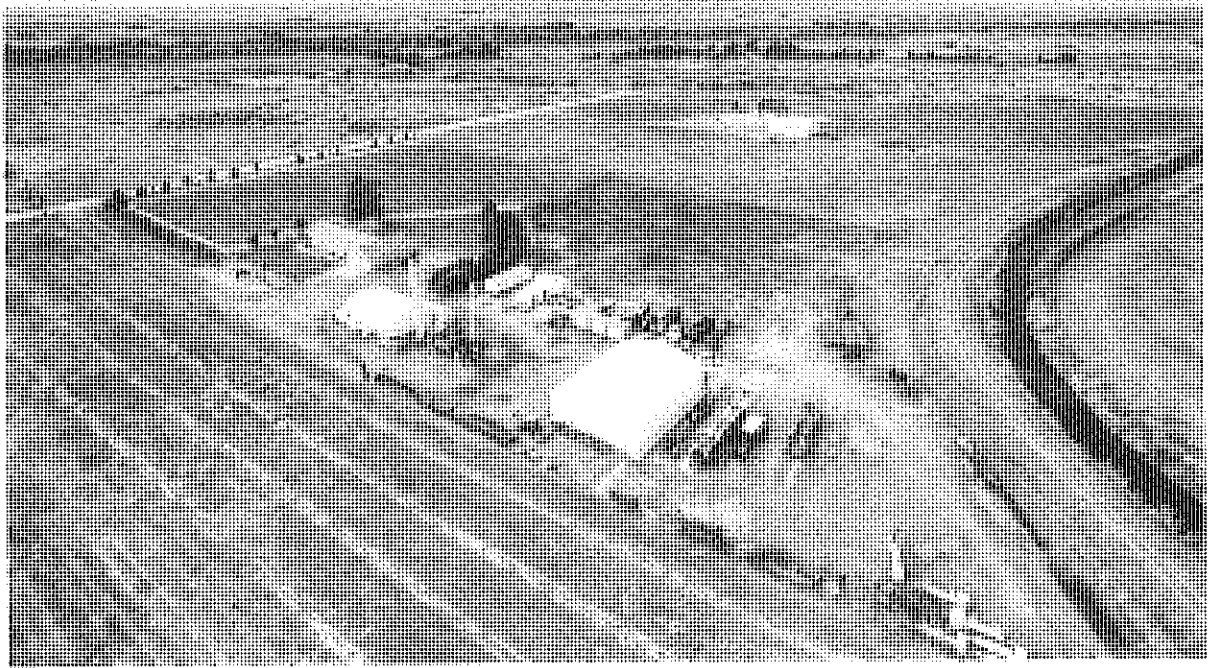
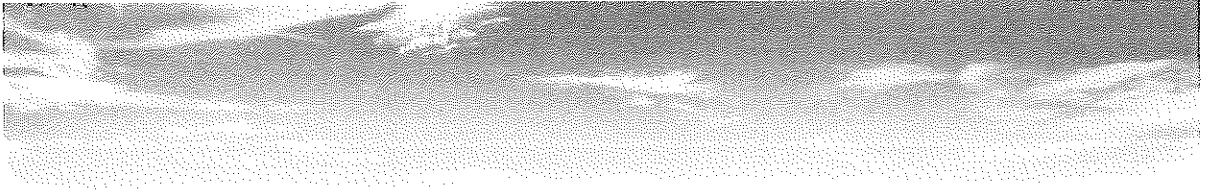


EXHIBIT F: Implementation Schedule

Mr. Eisenach offers the following as options, if a condition of approval required, for further developing of the property. The following is the implementation schedule:

Implementation Schedule

	2020						2021											
	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Fence																		
Privacy Slats																		
Trees																		
Plantings																		

EXHIBIT G: Required improvements

No public improvements are required for this project.

EXHIBIT H: Easements required

The access easement for this parcel was created by the Stephens Subdivision Exemption Plat Case #EP2019-0017 and recorded February 6, 2020.

EXHIBIT I: Environmental Impacts

- 11: Existing Vegetation
Dryland farm ground. Native grass has been drilled around the perimeter of the property.
- 12: Land Forms
Overall flat with mild increase in elevation
- 13: Water Resources
No natural water on this location. Potable water supplied by Morgan County Quality Water District
- 14: Air Quality
No changes in air quality. Equipment is maintained in the shop.
- 15: Wildlife
No change is expected to wildlife. When trees mature there will be a positive impact to small animals and birds.
- 16: Wetlands
No wetlands present, therefore no change
- 17: Dust
No change expected. The erosion will be held to a minimum by packing the road and yard, as well as, native grass plantings and trees could be planted, as a condition of approval, if required.
- 18: Odor
No odors are expected
- 19: Noise
Noise levels to remain consistent with current levels
- 110: Stormwater runoff
Buildings are under the 5000 square foot area required for a drainage plan. Harris Engineering has conducted a site visit and reviewed the parcel for drainage. Matt Harris stated that the depression on the west side of the property was adequate for run-off detention.
- 111: Visual Amenities
This property is in the development stage. Trees have been planted. There will be equipment stored here; however, it doesn't stay in the yard for more than a few days at a time unless the price of oil drops.

Water & Septic

EXHIBIT J: Utilities

	<u>Utility</u>	<u>Provider</u>
J1:	Water	Morgan County Quality Water
J2:	Sewer	Northeast Colorado Health Department, Permit # M18-43
J3:	Electricity	Morgan County Rural Electric Association

Documents on next pages



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

MORGAN COUNTY REA

Contact us via phone at 970-867-5688 or
Or via the web at www.mcrea.org
800-867-5688

This institution is an equal opportunity provider and employer

1873 1 AV 0.389 5 1873
TOBYS OILFIELD SERVICES LLC C-5
6 TRAILSIDE DR
FORT MORGAN CO 80701-3809



Messages

Join us for our 83rd MCREA Annual Meeting and Member Appreciation Lunch on March 21st. Details on back.

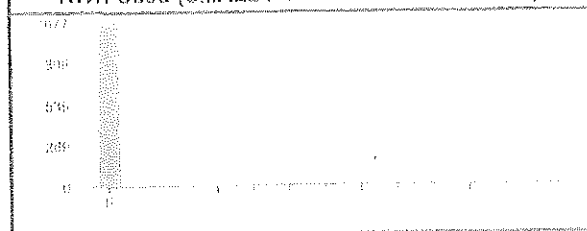
Location 0360017700 Service Add. NEW SHOP Service Desc. SMALL POWER SALES Rate 040

Meter Reading Details
Current KWH Reading 03/01/20 4735
Previous KWH Reading 02/01/20 3658
Total KWH Usage(Multiplic: 1) 1077
Days Served 29

Detail of Charges

Base Charges:
Facility Charge 45.50
Energy Charges:
Energy Charge per kWh 1077 @ 0.095000 102.32
Membership Fee 5.00
Total This Service 152.82

KWH Used (SMALL POWER - SINGLE PHASE)



	Days Srvd	KWH/Day	Cost/Day
This Month	29	37	\$5.10
Last Month	0	0	\$0.00
Last Year	0	0	\$0.00

PAID
3-13-20
ck. 4/16

MORGAN COUNTY QUALITY WATER
P.O. BOX 1218
FORT MORGAN, CO 80701
(970)867-3054

www.mcqwd.org

SRVC	PRESENT RDC	PREVIOUS RDC	USED	AMOUNT
WAT	12	2	0	26.00

PAID
3-13-20
ck. 4/16

Happy Valentines Day

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
Permit #19
Fort Morgan, CO 80701

ACCOUNT #	ROUTE
001913	02
SERVICE FROM	SERVICE TO
12/23/19	01/23/20
DATE BILL MAILED	DAYS USED
01/31/20	36
DUE DATE	NOW DUE
02/10/20	26.00
REMIT AFTER DUE DATE	26.00

**MORGAN COUNTY QUALITY WATER DISTRICT
CONTRACT FOR SERVICE**

Tap # **2958**
Eng. # **2018-15 - Node 52**
Account # **005313**

NAME OF CUSTOMER Leif Stephens
BILL TO ADDRESS: 329 E. Platte Ave, Fort Morgan, CO 80701
TELEPHONE #: 970-441-1117

Customer contract for Residential ☒ or Commercial _____ service with MORGAN COUNTY QUALITY WATER DISTRICT ("District") as follows:

A. Tap cost: Tap Equivalents X Total Tap Cost + Inclusion Fee + Line Reimbursement – Paid at Signing = Balance Due

Tap Equivalents	Plant Investment fee	Raw Water fee	Total Tap Cost	Inclusion Fee into MCQWD	Line Reimbursement	Paid at Signing	Balance Due
1	\$9,000	\$22,000	\$31,000	0	0	\$31,000	0
Line installation deposit to be paid at signing= n/a							

B. Upon signing this contract, Customer shall pay the raw water fee or transfer to the District raw water approved by the District, and Customer shall also pay a deposit for the line installation from the mainline to the meter in excess of 100 feet ("line installation deposit"). The tap cost includes installation of water meter pit and meter, which shall be located on the Customer's property at the property line. Customer must pay the Balance Due on or before 12 months of the date of this contract or tap activation (installation of meter and provision of water), whichever is earlier, plus any additional costs for the line installation not covered by the deposit. If not paid in full, the meter shall not be installed, this contract shall be deemed null and void, the Customer shall forfeit all rights to the tap and water service and to any refund, and the District shall retain payments by Customer. Any unused portion of the line installation deposit shall be credited to Customer. After six months, Customer shall pay the District's monthly base rate regardless of whether the tap is activated.

C. In the event Customer is unable to secure the approval of a governmental body necessary to construct the project that will be served by the tap on or before six months from the date of this contract, or in the event Customer is unable to secure the approval of a governmental body necessary for inclusion into the District on or before ten months from the date of this Contract, then in either event, Customer may cancel the contract within said time periods and the total amount paid toward the total tap fee shall be refunded to Customer, less engineering costs incurred by the District.

D. The tap, including the right to receive water service, shall be assigned to real estate owned by Customer and described on the attached Engineering Study, Exhibit A located in Parcel #122301000003 S1/2NW1/4 Section 1, Township 3, Range 60; FBD17500 Hwy 3A. The tap cannot be sold, conveyed or transferred to any other property or physical location or use, except Customer may transfer the tap and right to receive water service to a subsequent owner of the property upon the District's approval of an application for a transfer/assignment.

E. Customer hereby grants to the District a right of ingress and egress over and across the lands legally described in this contract for the purpose of installation, construction, maintenance, repair and replacement, of all appurtenances necessary for distribution and service of water to the land of Customer. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and Customer not be able to fasten the lid securely, Customer shall contact the District office to request assistance in securing the lid.

F. Customer does not have the right to use any return flows from Customer's use of the tap. Only the District may claim and take credit for or otherwise use the return flows.

G. Customer will comply with the Rules and Regulations as from time to time are promulgated by the Board of Directors of the District. Current Rules and Regulations are available from the District upon request. If someone other than Customer occupies the property and uses the tap, Customer shall remain responsible for compliance with this contract.

H. In the event that the Customer elects to terminate service, upon 30 days advance written notice by Customer of such action, the District may terminate this contract for service and said tap shall be considered abandoned.

I. User agrees to pay the District such amount as may be established from time to time by the District as the water rate or charge for such water service. A minimum payment, as established from time to time by the Board, shall be due and payable regardless of the quantity of water used.

J. In the event of delinquency of any monthly service charges or other violation of its Rules and Regulations, including but not limited to unmetered water use, illegal cross-connections, failure of Customer's property to be included in the District, the District may suspend or discontinue water service. Until paid, all fees, rates, charges, or penalties shall constitute a perpetual lien on and against the property served that runs with the land, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado and any Rules adopted by the District.

K. The tap is designed for a flow rate not to exceed 20 gpm, and customer agrees not to take delivery of water at a greater rate. The District is responsible only to make available to the property such water at such pressure and flow rate as may be available at the point of delivery as a result of the District's normal operation of its water distribution system. The pressure and flow rates within the system vary depending upon location and season, and the District recommends Customer consult with the District before Customer installs any lawn irrigation or other systems that require a specified flow rate, minimum pressure or pressure reducing valves or booster pumps.

L. The raw water fee for commercial water service is based on a maximum water demand of 0.7 acre feet per calendar year per Tap Equivalent ("maximum annual demand"). If Customer's actual usage exceeds the maximum annual demand in any two consecutive years, then the District shall notify the Customer of the noncompliance. Within 60 days after notice is given, Customer and The District shall take sufficient measures approved by the District that bring the tap usage into compliance with this provision. The District may require installation of a flow reduction valve at the expense of Customer that prevents the Customer from exceeding the maximum annual demand. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District's Board, the District in its sole discretion may allow the Customer to restore compliance by purchasing additional raw water to meet the demand exceeding the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. Water service is limited to water available under the conditions that exist from time to time. The Board does not guarantee maintenance of conditions such that the Customer can receive an uninterrupted supply of water. Water service may be temporarily interrupted at any time including but not limited to interruptions for emergencies, events beyond the District's control, and repairs, maintenance, improvements or replacement of the main lines or other portions of the system.

N. Customer is the owner and is solely responsible for installation, maintenance, repair and replacement of lines and facilities on Customer's property between the water meter and Customer's point of use. The District bears no responsibility whatsoever for Customer's lines and facilities.

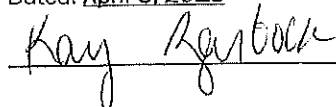
O. Customer shall not cause or allow any foreign substances, chemicals, or other pollutants of any kind or nature to enter the District's water system through backflow or otherwise. Customer is responsible for the installation and testing of approved backflow prevention devices beyond the meter, which devices must meet or exceed standards required by applicable laws and the District's Rules and Regulations. Customer shall allow the District access to the property to inspect and test such devices.

P. Customer shall indemnify and hold the District harmless from any claims, demands, or judgments or other liability for loss, injury, or damage to any persons or property, including District personnel and property, which the District may incur as a result of or arising out of the acts or omissions of Customer or Customer's use of, or connection to, the District's system, except to the extent caused by the negligent acts or omissions of the District.

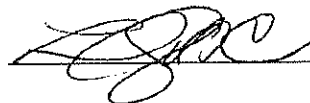
Q. This contract is a condition of water service and binding upon the heirs, successors and assigns of Customer.

R. Customer shall not serve more than one residence or business per Tap Equivalent. Any changes or modifications to the property that alter the initial contracted usage of water on the property must be approved by the District before the change occurs. Violations of this policy may result in service being discontinued until the property is brought back into compliance with the District Rules and Regulations. For current Rules and Regulations customers may visit the District Web site at www.mcqwd.org, or secure a hard copy at the District office.

Dated: April 6, 2018



District Rep.



Customer



LOGAN COUNTY
District Headquarters
700 Columbine St.
Sterling, CO 80751
Ph: (970) 622-3741
Fax: (970) 622-1412

MORGAN COUNTY
226 W. Railroad Ave.
Ft. Morgan, CO 80701
Ph: (970) 867-4910
Fax: (970) 867-0878

PHILLIPS COUNTY
127 E. Denver, Ste. C
Holyoke, CO 80734
Ph: (970) 854-2717
Fax: (970) 854-4347

SEDGWICK COUNTY
118 West 3rd
Julesburg, CO 80737
Ph: (970) 474-2619
Fax: (970) 474-0954

WASHINGTON COUNTY
77 Main Ave.
Akron, CO 80720
Ph: (970) 345-6562
Fax: (970) 345-6561

YUMA COUNTY
529 N. Albany St.
Ste. 1120
Yuma, CO 80759
Ph: (970) 848-3811
Fax: (970) 848-2888

APPLICATION FOR A PERMIT TO INSTALL OR REPAIR
AN ON-SITE WASTEWATER TREATMENT SYSTEM
(Please print or type)

Owner: Leif Stephens

Current Address: 329 E Platte Ave

City: Morgan County: Morgan State: CO Zip: 80701

Phone: (970) 441-1117 Email: proactivedc@gmail.com

Address of Proposed System: FBA 17500 Hwy 39

City: Wiggins County: Morgan State: CO Zip: 80701 50654

Subdivision: Lot _____ Block _____ Filing _____

Legal Description of Property: Points _____ Section 1 Township 3 Range 60

Size of Property in Acres: 40.14

Type of Building: ☒ Residence * Number of Bedrooms Including Basement 3

* Include any unfinished space that can and/or will be converted into a bedroom at a later date

- ☒ Other Shop + 2 Employees (Office Building, Restaurant, Shop, etc.) 3 BR
- Number of Full Time Workers _____
 - Number of Other Users _____ (Part Time Workers, Clients, Truck Drivers, etc.)
 - Other Building Fixtures: ☐ Bathroom ☐ Break Room/Kitchen Sink
☐ Shower ☐ Floor Drains

New Building: ☒ Yes ☐ No Basement Plumbing: ☐ Yes ☒ No

Replacement of existing: ☐ Septic Tank ☐ Soil Treatment Area/Leach Field ☐ Both

Type of Water Supply: ☒ Public Water System ☐ Private Well

Applicant certifies all information to be true and correct to the best of his/her knowledge.

Signature of Property Owner or Agent with Written Permission to Sign for Owner: [Signature] Date: 6/11/18

FOR HEALTH DEPARTMENT USE ONLY

Application Number: 1118-43
☒ New System ☐ Repair System
ON #: _____

Fee: 500.00
Received by: [Signature]
☐ Cash ☒ Check # 1537
Date: 6-11-18

Please attach a Plot Plan indicating the location of the proposed system(s), structures, property lines, and wells. Include locations(s) where a replacement system can be installed for future reference.

Please Read and Sign the OWTS Permit Requirements on the Other Side

File
7-18-18

Permit No.: M18-43

PERMIT

TO INSTALL, ALTER, REPAIR, OR MODIFY AN
ONSITE WASTEWATER SYSTEMOwner: Leif Stephens Date: 7-18-18Address of Property: _____ Phone: _____
(Permit valid at this address)From information submitted on the application and data from the site evaluation form, the following minimum installation specifications are required:

Septic Tank:	<u>1000</u> gallons	Rock & Pipe:	<u>40</u> Bed	<u>33</u> Trench	<u>2</u> # Trenches
Chamber:	Bed		<u>675</u>	<u>\$63</u>	
# 4' Infiltrators:	<u>40</u>	Trench	<u>47-23</u>		<u>2</u>
# _____ Infiltrators:					

In addition, this permit is subject to the following terms and conditions: (1) maximum depth to the bottom of the excavated 3BR trench is 36 inches for leach systems; and (2): System was sized for a 4 bedroom home & 2 employees

This permit is granted temporarily to allow construction to commence. This permit may be revoked or suspended by the Northeast Colorado Health Department for reasons set forth in the Northeast Colorado Health Department Onsite Wastewater System Regulations, including failure to meet any term or condition imposed thereon during temporary or final approval. The issuance of this permit does not constitute assumption by the Department or its employees of liability for the failure or inadequacy of the sewage disposal system.

M. B. T. Date: 7/18/18
Northeast Colorado Health Department Representative

This permit is not transferable and shall become void if system construction has not commenced within one year of its issuance. Before issuing final approval of this permit, the Northeast Colorado Health Department reserves the right to impose additional terms and conditions required to meet our regulations on a continuing basis. Final permit approval is contingent upon the final inspection of the completed system by the Northeast Colorado Health Department.

System Specifications as Installed:

Septic Tank (gallons):	Type of Absorption:	# Infiltrators / Sq. Ft.	# of Trenches
<u>1000</u>	<u>Rock & Pipe</u>	<u>720</u>	<u>Bed</u>

Final Inspection Approval: M. B. T. Date: 8/26/19
NCHD Representative

Certification of Installation by: _____ Date: _____

Engineer Signature: _____ License #: _____

GPS Locations:

Center of Septic Tank	Center of Leach Field	Well
<u>40° 15.342N</u>	<u>40° 15.347N</u>	
<u>104° 03.270W</u>	<u>104° 03.261W</u>	

The issuance of this permit does not imply compliance with other federal, state, or local regulatory or building requirements, nor shall it act to certify that the subject system will operate in compliance with applicable federal, state, and local regulations adopted pursuant to Article 10, Title 25, CRS 1973, as amended, except for the purpose of establishing final approval of an installed system for issuance of a local occupancy permit pursuant to CRS 1973.25-10-111(2).

This onsite wastewater system design is intended to be used only for the wastewater load specified in the drainfield calculations and for the site indicated on the subject line. Any other application of this design is not authorized by Northeast Colorado Health Department. Use of this design for any area on the subject lot other than designated, on any other lot, or for wastewater volumes or strengths not indicated constitutes misapplication of the design and voids all liabilities on the part of NCHD.


Access- C DOT

~~Road & Bridge~~

EXHIBIT K: Legal Access from Colorado Department of Transportation

Toby's Oilfield Services anticipates a daily vehicle count of 16-20 trips accessing this property.

Colorado Department of Transportation Permit documents on next pages

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS CODE NOTICE TO PROCEED		CDOT Permit No. <div style="text-align: center;">418060</div>		
		State Highway/Mile Post/Side <div style="text-align: center;">039A / 0.821/Right</div>		
		Local Jurisdiction		
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Permittee(s): Leif Stephens 329 Platte Ave Fort Morgan, Colorado 80701 (970) 441-1117 </td> <td style="width: 50%; vertical-align: top;"> Applicant: </td> </tr> </table>			Permittee(s): Leif Stephens 329 Platte Ave Fort Morgan, Colorado 80701 (970) 441-1117	Applicant:
Permittee(s): Leif Stephens 329 Platte Ave Fort Morgan, Colorado 80701 (970) 441-1117	Applicant:			
<p>The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.</p> <p>This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.</p> <p>Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.</p> <p>All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.</p> <p>Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.</p> <p>This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.</p>				
Municipality or County Approval (When the appropriate local authority retains issuing authority)				
By (X)	Title	Date		
This Notice is not valid until signed by a duly authorized representative of the Department Colorado Department of Transportation				
By (X) 	Title <div style="text-align: center;">Permits Manager</div>	Date <div style="text-align: center;">8/1/2018</div>		

Copy distribution: Required:
 Region (original)
 Applicant
 Staff Access Section

Make copies as necessary for:
 Local Authority
 MTOE Patrol
 Inspector
 Traffic Engineer

Form 1265 8/98, 6/99

COLORADO DEPARTMENT OF TRANSPORTATION		STATE HIGHWAY ACCESS PERMIT		CDOT Permit No. 418060
Permit Fee \$100.00	Date of Transmittal 07/20/2018	Region / Section / Patrol / Name 4 / 01 / 24		State Highway No / Mp / Side 039A / 0.821 / Right
				Local Jurisdiction Morgan County

The Permittee(s): Lelf Stephens 329 Platte Ave Fort Morgan, Colorado 80701 (970) 441-1117	The Applicant(s):
--	--



Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: This access is located approximately 4335 feet north of mile marker 0 on the east/right side of State Highway 39 at approximately mile point 0.821.

Access to Provide Service to:	(Land Use Code)	(Size)	(Units)
	210 - Single-Family Detached Housing	20	ADT
	838 - Automobile Repair Shop	30	ADT

Additional Information:

This access is to serve as the single access point from State Highway 39 for the original parcel in its entirety. All access to property north of the subdivided property owned by the permittee must come from the access point defined by this permit.

MUNICIPALITY OR COUNTY APPROVAL			
Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Bruce Barnett with the Colorado Department of Transportation, at (970) 350-2147 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature:	Print Name	Date	
	LELF STEPHENS	7/25/18	
Co-Permittee Signature: (if applicable)	Print Name	Date	
This permit is not valid until signed by a duly authorized representative of the Department.			
COLORADO DEPARTMENT OF TRANSPORTATION			
Signature	Print Name	Title	Date (of Issue)
	Tim Bilobran	Permits Manager	8/2/18

Copy Distribution:	Required:	3. Staff Access Section	Make copies as necessary for:	Previous editions are obsolete and may not be used
	1. Region	4. Central Files	Local Authority	Page 1 of 3 CDOT Form #101 5/07
	2. Applicant		Inspector	
			Traffic Engineer	



COLORADO

Department of Transportation

Office of the Executive Director

4701 East Arkansas Ave., Suite 262

Denver, CO 80222

RELEASE MEMORANDUM

To: All CDOT Employees

From: Shailen P. Bhatt, Executive Director

Re: Updated Procedural Directive 602.1 "ADA and PWFA Accommodation Procedures"

Date: June 16, 2017

1. Name of Updated Procedural Directive: PD 602.1 "ADA and PWFA Accommodation Procedures"

2. Date of Directive Superseded: April 14, 2015

3. Executive Summary: PD 602.1 provides information regarding CDOT's provision of reasonable accommodation to employees, or applicants for employment, with disabilities. This PD has been updated to incorporate requirements from the Pregnant Workers Fairness Act, passed in 2016, which requires employers to provide to employees or applicants for employment reasonable accommodation for health conditions related to pregnancy, physical recovery from childbirth, or a related condition, to perform essential functions of the job, unless the accommodation would impose an undue hardship on CDOT.

4. Effective Date: June 16, 2017

5. Office to Contact with Questions: ADA Program Administrator, Division of Human Resources.



1. If there are any questions regarding this permit, please contact Allyson Mattson at (970) 350-2148.
2. The Permittee or the contractor shall notify Bruce Barnett at (970) 350-2147 at least two working days prior to beginning any access improvements or construction of any kind within the State Highway right-of-way. Failure to comply with this requirement may result in revocation of this permit.
3. The Permittee shall request final inspection by Bruce Barnett at (970) 350-2147 within 10 days following the completion of access construction, and prior to authorized use. The Permittee or their representative shall be present.
4. A fully executed complete copy of this permit must be on the job site with the contractor at all times during construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department inspector or the issuing authority.
5. The Permittee shall refer to all additional standard requirements included with this permit and any enclosed additional terms, conditions, exhibits, and noted attachments.
6. Incorporated as part of this permit are the following:
 - Application for Access Permit (CDOT Form No. 137)
 - Permit (CDOT Form No. 101) and its attachments
 - Exhibits:
 - "A" – Access Plan
 - "B" – Vicinity Map
 - "C" -- Seeding
7. This permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. Any changes in traffic volumes or type, drainage, or other operation aspects may render this permit void, requiring a new permit to be applied for based upon the existing and anticipated future conditions.
8. All work is to conform to the plans referenced by this permit on file with the Department or as modified by this permit. (If discrepancies arise, this permit shall take precedence over the plans.) The Department plan review is only for the general conformance with the Department's design and code requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and any other elements which shall be confirmed and correlated at the work site. The Department, through the approval of this document, assumes no responsibility for the completeness and/or accuracy of the plans.
9. The Permittee is responsible for obtaining any necessary additional federal, state, and/or city/county permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee.

10. The State requires a Certificate of Insurance prior to commencing any work on the State Highway right-of-way. Policies shall name the State of Colorado as additional insured party. All vendors, contractors, and utility companies shall procure, at their own expense, and maintain for the duration of the work period, the following minimum insurance coverages:
 - A. Standard workman's compensation and employer's liability, including occupational disease, covering all employees engaged in performance of the work at the site, in the amount required by State Statutes.
 - B. Comprehensive general liability in the amount of \$600,000 combined single limit bodily injury and property damage, each occurrence and \$2,000,000 annual aggregate.
 - C. Automobile liability in the amount of \$600,000 combined single limit bodily injury and property damage, for each accident.

Certificates of insurance showing compliance with these provisions shall be attached to and made a part of this permit and be available on the site during construction.

11. All costs associated with the installation of this access are the responsibility of the Permittee. This includes design, construction, signing and striping, utility relocation, testing of materials, and inspections. In the event a signal is warranted in the future, CDOT will not participate in any fashion with that signal installation, including financially.
12. The Department will not participate in any costs related to the design and installation of a traffic signal, should one be warranted or approved at this access location or any other serving this development.
13. The development of this property shall not negatively impact adjacent nearby properties. Correction of the problem and cost resulting from damages shall be borne by the Permittee.
14. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to the project, and to obtain any clearances that are required directly for the appropriate agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from the CDOT Permitting Offices or may be accessed via the CDOT Planning/Construction-Environmental Guidance webpage at <http://www.dot.state.co.us/environmental/Forms/asp>. **FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN THE SUSPENSION OR REVOCATION OF YOUR CDOT PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.**

ALL discharges are subject to the provisions of the Colorado Water Quality Act and the Colorado Discharge Permit Regulations. Prohibited discharges include substances such as: wash water, paint, automotive fluids, solvents, oils or soaps.

Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environmental (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System Permit: landscape irrigation, diverted

stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air condition condensation, irrigation water, springs, footing drains, waterline flushing, flows from riparian habitats and wetlands, and flow from fire-fighting activities.

ANY OTHER DISCHARGES, including storm water discharges from industrial facility or construction sites, may require Colorado Discharge Permit System permits from CDPHE before work begins. For additional information and forms, go to the CHPHE website at:

<http://cdphe.state.co.us/wq/PermitsUnit/wqu>.

15. Should any excavation encounter plant or animal fossils, the remains of historic or prehistoric structures, artifacts, (pottery, stone tools, arrowheads, etc.), the work shall be stopped and the Permittee shall notify the Department inspector.
16. Survey markers or monuments must be preserved in their original positions. Notify the Department at (970) 350-2173 immediately upon damage to or discovery of such markers or monuments at the work site. Any survey markers or monuments disturbed during the permitted work shall be repaired and/or replaced immediately at the expense of the Permittee.
17. Landscaping and site construction shall not obstruct sight distance at any State Highway access point. Landscaping within the State Highway right-of-way requires the Permittee to obtain a CDOT Landscaping Permit from the Traffic/Access Section. The access permit does not authorize that activity. Irrigation of features within the right-of-way may require the Permittee to install a subsurface drain in accordance with CDOT Standard M-605-1 or other approved system. The Permittee shall contact Allyson Mattson at the Greeley Traffic Office, (970) 350-2148 to obtain the Landscaping Permit.
18. This permit is subject to revocation due to: 1) Noncompliance with the provisions of this permit; 2) Abandonment; 3) Supersededure by new permit covering the same installation; or 4) Conflict with necessary planned highway construction and/or improvements. The permittee shall promptly terminate occupancy upon notice of cancellation of the permit from the Department, unless a new permit is applied for and granted.
19. The Department inspector may suspend work due to: 1) Noncompliance with the provisions of this permit; 2) Adverse weather or traffic conditions; 3) Concurrent highway construction or maintenance in conflict with permit work; 4) Any condition deemed unsafe for workers or the general public. The work may be resumed upon notice from the Department Inspector.
20. If necessary, minor changes, corrections, and/or additions to this permit may be ordered by the Department inspector, other Department representative or local authority to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the plan must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.

21. Reconstruction and improvements to the access may be required when the Permittee has failed to meet the required design and/or material specifications. If any construction element fails within two years due to improper construction or material specifications, the Permittee is responsible for all such repairs.
22. The Department retains the right to perform any necessary maintenance work in this area.
23. Routine, periodic maintenance and emergency repairs may be performed within the State Highway right-of-way, under general terms and conditions of the permit. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, will require written authorization from the Department. The Department shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic on the State Highway. In an emergency, the Department Region Office and the State Patrol shall immediately be notified of possible hazards.
24. Access construction methods and materials shall conform to the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (current edition).
25. All materials, equipment, installation, construction, and design, including the auxiliary lane(s) and intersection improvement(s) within the State Highway shall be in accordance with the following Department standard references as applicable.
 - A. State Highway Access Code, 2 CCR601-1
 - B. Roadway Design Manual
 - C. Materials Manual
 - D. Construction Manual
 - E. Standard Specifications for Road and Bridge Construction, latest edition
 - F. Standard Plans (M&S Standards)
 - G. Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways and the Colorado Supplement thereto
 - H. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO), latest edition
 - I. AASHTO Roadside Design Guide
 - J. Institute of Transportation Engineer's Trip Generation Manual, 6th Edition

Some of the reference materials listed above (A through E) may be purchased from:

Colorado Department of Transportation
Bid Plans Room
4201 East Arkansas Avenue
Denver, CO 80222-3400
(303) 757-9313

The State Highway Access Code may be purchased from:

The Public Records Corporation
1666 Lafayette Street
PO Box 18186
Denver, CO 80218
(303) 832-8262

The website address is: www.codot.gov

26. All workers within the State Highway right-of-way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations – including, but not limited to, the applicable sections of 29 CFR Part 1910 – Occupational Safety and Health Standards and 29 CFR Part 1926 – Safety and Health Regulations for Construction.

At a minimum, all workers in the State Highway right-of-way, except when in their vehicles, shall wear the following personal protective equipment:

- Head protection that complies with the ANSI Z89.1-1997 standard;
- At all construction sites or whenever there is danger of injury to feet, protective footwear that complies with the ANSI Z41-1999 standard will be worn
- High visibility apparel as specified in the Traffic Control provision of this permit (at such a minimum ANSI/ISEA 107-1999, Class 2).

Where any of the above referenced ANSI standards have been revised, the most recent version of the standard shall apply.

27. No work will be allowed at night, or on Saturdays, Sundays, and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
28. No construction vehicles shall be parked, or construction materials/equipment stored, on the State Highway right-of-way overnight.
29. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in forward movement. Backing into the right-of-way shall be considered a violation of the terms and conditions of the access permit and may result in revocation of the permit by the Department and/or the issuing authority.
30. Traffic detours or lane closures will not be allowed, unless pre-approved by the Department.
31. Two-way traffic shall be maintained throughout the work area at all times unless specific written authorization is obtained from the Department.

32. Construction traffic control devices, when not in use, shall be removed or turned away from traffic. Devices must be stored outside of the roadway clear zone per the latest AASHTO guidelines.
33. Cattle guards are not permitted in State Highway right-of-way.
34. If State Highway right-of-way fence exists or is proposed, the Permittee must contact Bruce Barnett at the Greeley Traffic Office, (970) 350-2147 prior to removal or installation. The Permittee will be required to obtain a highway right-of-way fence agreement for a special fence if the Permittee desires to remove the existing standard highway fencing in this area.

When it is necessary to remove any highway right-of-way fence, the posts on either side of the access entrance shall be securely braced with approved end posts and in conformance with the Department's M-607-1 standard, before the fence is cut to prevent slacking of the remaining fence. All posts and wire removed shall be returned to the Department.
35. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.
36. All required access improvements shall be installed prior to the herein authorized use of this access. Failure to do so will result in the appropriate legal action from the Department, up to Permit Revocation.
37. The access shall be constructed and maintained as per Exhibit "A".
38. The access shall be constructed at 20 feet wide with a 20 foot radius.
39. The Permittee shall install a new 18 inch corrugated metal pipe and shall provide for proper side slopes. Culverts over 18 inches in diameter shall have end sections.
40. The access shall be constructed perpendicular to the travel lanes of the State Highway for a minimum distance of 40 feet, and shall slope down and away from the adjacent pavement edge at a rate of 2% grade for a minimum of 20 feet.
41. The access shall be surfaced immediately upon completion of earthwork construction and prior to use.
42. Surfacing of the access shall be completed as per Exhibit "A".

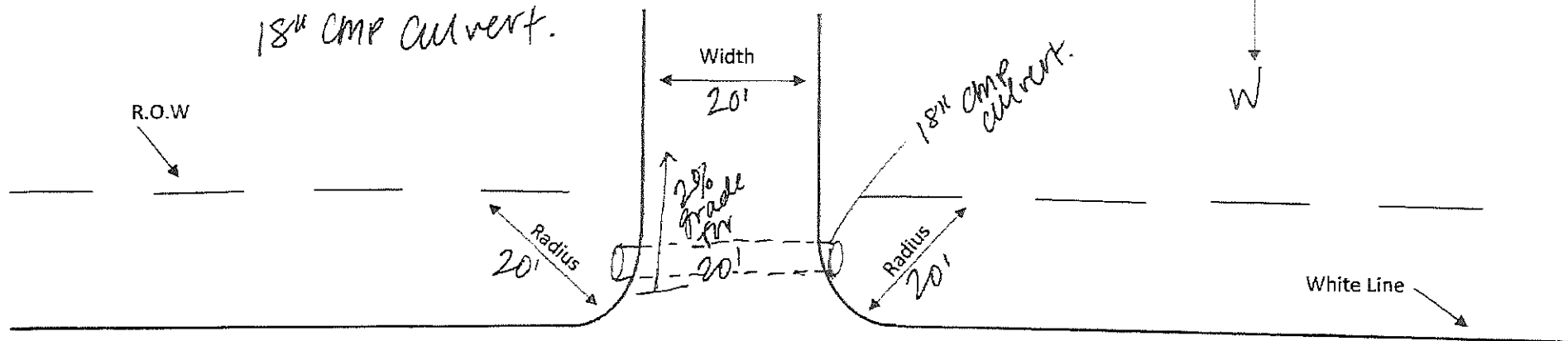
43. No paved surface shall be cut unless specified in this permit. Asphalt removal shall be saw cut to assure a straight edge for patching. Full panel concrete replacement is required for any concrete work.
44. The new State Highway pavement shall slope on the same plane as the present pavement surface.
45. If frost, water, or moisture is present in the subgrade, no surfacing materials shall be placed until all frost, water, or moisture is gone or removed.
46. The access shall be constructed and maintained in such a manner that will not cause water to enter onto the roadway, and will not interfere with the existing drainage system within the State Highway right-of-way. Drainage to the State Highway right-of-way shall not exceed historical rate of flow.
47. All existing drainage structures shall be extended, modified, or upgraded as necessary, to accommodate all new construction and safety standards, in accordance to the Department's standard specifications.

EXHIBIT "A" – SIMPLE ACCESS DESIGN

Define: Width of access exclusive of radii
Radii
Profile
Angle if other than 90°
Surfacing – material type (asphalt, grading, concrete class, total thickness, individual mat thickness for asphaltic materials)
Curb and gutter type/dimensions/material
Permanent signing or pavement markings necessary
Drainage features – culvert type and size (no RCP in ROW), no increased runoff to ROW
Special or unusual features
Any landscaping in ROW

418060

SURFACING: 6" ABC.
18" CMP Culvert.



S.H. No. 39

EXHIBIT "A"

Center Line

Exhibit B

Legend



Seed Mix 2-

Elevation: Low

Temperature: Warm

Humidity: Dry

EXHIBIT "C"

Grasses

1. Western Wheatgrass – 12% (3.7 lbs/acre)
2. Buffalograss – 10% (6.2 lbs/acre)
3. Sideoats Grama – 9% (2.0 lbs/acre)
4. Little Bluestem – 9% (1.3 lbs/acre)
5. Oats – 8% (19.9 lbs/acre)
6. Sand Bluestem – 8% (2.9 lbs/acre)
7. Blue Grama – 8% (0.4 lbs/acre)
8. Sand Dropseed – 8% (0.01 lbs/acre)
9. Prairie Sandreed – 8% (1.0 lbs/acre)

Forbs/Shrubs/Flowering

1. Yellow Spiderflower – 6% (2.1 lbs/acre)
2. Desert Verbena – 4% (0.3 lbs/acre)
3. Palmer Penstemon – 4% (0.2 lbs/acre)
4. Sulpher-Flower Buckwheat – 3% (0.5 lbs/acre)
5. Blue Wildrye – 3% (0.8 lbs/acre)

Seeding Application:

Drill seed 0.25" to 0.50" into the topsoil. In areas that are not accessible to drill, hand broadcast at triple the above rate and rake 0.25" to 0.50" into the topsoil.

Mulching Application:

1.5 tons of certified weed free hay per acre to be mechanically crimped into the topsoil in combination with an organic mulch tackifier at 200 pounds per acre.

Note: Hydroseeding and/or Hydromulching will not be allowed.

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application
acceptance date: 7/20/2018 *mm*

Instructions:

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at <http://www.dot.state.co.us/AccessPermits/index.htm>

**Please print
or type**

1) Property owner (Permittee) Leif Stephens Street address 329 E Platte Ave City, state & zip Fort Morgan, CO 80701 Phone # 970 441-1117 E-mail address proactiveDC@gmail.com		2) Applicant or Agent for permittee (if different from property owner) Mailing address City, state & zip Phone # (required) E-mail address if available 															
3) Address of property to be served by permit (required) 17500 Hwy 39																	
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? <table style="width: 100%; border: none;"> <tr> <td style="border: none;">county</td> <td style="border: none;">subdivision</td> <td style="border: none;">block</td> <td style="border: none;">lot</td> <td style="border: none;">section</td> <td style="border: none;">township</td> <td style="border: none;">range</td> </tr> <tr> <td style="border: none;">Morgan</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table>				county	subdivision	block	lot	section	township	range	Morgan						
county	subdivision	block	lot	section	township	range											
Morgan																	
5) What State Highway are you requesting access from? Hwy 39		6) What side of the highway? <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W															
7) How many feet is the proposed access from the nearest mile post? approx 400 feet <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from: MM#1		How many feet is the proposed access from the nearest cross street? 0 feet <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W from: R.5 (west side of road)															
8) What is the approximate date you intend to begin construction? ASAP																	
9) Check here if you are requesting a: <input checked="" type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated: _____) <input type="checkbox"/> improvement to existing access <input type="checkbox"/> change in access use <input type="checkbox"/> removal of access <input type="checkbox"/> relocation of an existing access (provide detail)																	
10) Provide existing property use Wheat Field																	
11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies: _____ and/or, permit date: _____																	
12) Does the property owner own or have any interests in any adjacent property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - please describe: _____																	
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - list them on your plans and indicate the proposed and existing access points.																	
14) If you are requesting agricultural field access - how many acres will the access serve? 																	
15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each. <table style="width: 100%; border: none;"> <tr> <td style="border: none;">business/land use</td> <td style="border: none;">square footage</td> <td style="border: none;">business</td> <td style="border: none;">square footage</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table>				business/land use	square footage	business	square footage										
business/land use	square footage	business	square footage														
16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units? <table style="width: 100%; border: none;"> <tr> <td style="border: none;">type</td> <td style="border: none;">number of units</td> <td style="border: none;">type</td> <td style="border: none;">number of units</td> </tr> <tr> <td style="border: none;">Single Fam / Shop</td> <td style="border: none;">102</td> <td style="border: none;">Shop Plus House</td> <td style="border: none;">2</td> </tr> </table>				type	number of units	type	number of units	Single Fam / Shop	102	Shop Plus House	2						
type	number of units	type	number of units														
Single Fam / Shop	102	Shop Plus House	2														
17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts. <table style="width: 100%; border: none;"> <tr> <td style="border: none;"> Indicate if your counts are peak hour volumes or <input checked="" type="checkbox"/> average daily volumes. </td> <td style="border: none;"> # of passenger cars and light trucks at peak hour volumes 5 </td> <td style="border: none;"> # of multi-unit trucks at peak hour volumes 5 </td> </tr> <tr> <td style="border: none;"> # of single unit vehicles in excess of 30 ft. 1 </td> <td style="border: none;"> # of farm vehicles (field equipment) 0 </td> <td style="border: none;"> Total count of all vehicles 10 + 11 </td> </tr> </table>				Indicate if your counts are peak hour volumes or <input checked="" type="checkbox"/> average daily volumes.	# of passenger cars and light trucks at peak hour volumes 5	# of multi-unit trucks at peak hour volumes 5	# of single unit vehicles in excess of 30 ft. 1	# of farm vehicles (field equipment) 0	Total count of all vehicles 10 + 11								
Indicate if your counts are peak hour volumes or <input checked="" type="checkbox"/> average daily volumes.	# of passenger cars and light trucks at peak hour volumes 5	# of multi-unit trucks at peak hour volumes 5															
# of single unit vehicles in excess of 30 ft. 1	# of farm vehicles (field equipment) 0	Total count of all vehicles 10 + 11															

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- | | |
|--|---|
| a) Property map indicating other access, bordering roads and streets. | e) Subdivision, zoning, or development plan. |
| b) Highway and driveway plan profile. | f) Proposed access design. |
| c) Drainage plan showing impact to the highway right-of-way. | g) Parcel and ownership maps including easements. |
| d) Map and letters detailing utility locations before and after development in and along the right-of-way. | h) Traffic studies. |
| | i) Proof of ownership. |

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage <http://www.dot.state.co.us/environmental/Forms.asp>.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <http://www.dot.state.co.us/DesignSupport/>, then click on *Design Bulletins*.

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature

Print name

Date



If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

Property owner signature

Print name

Date


Ted Stephens

7/1/18

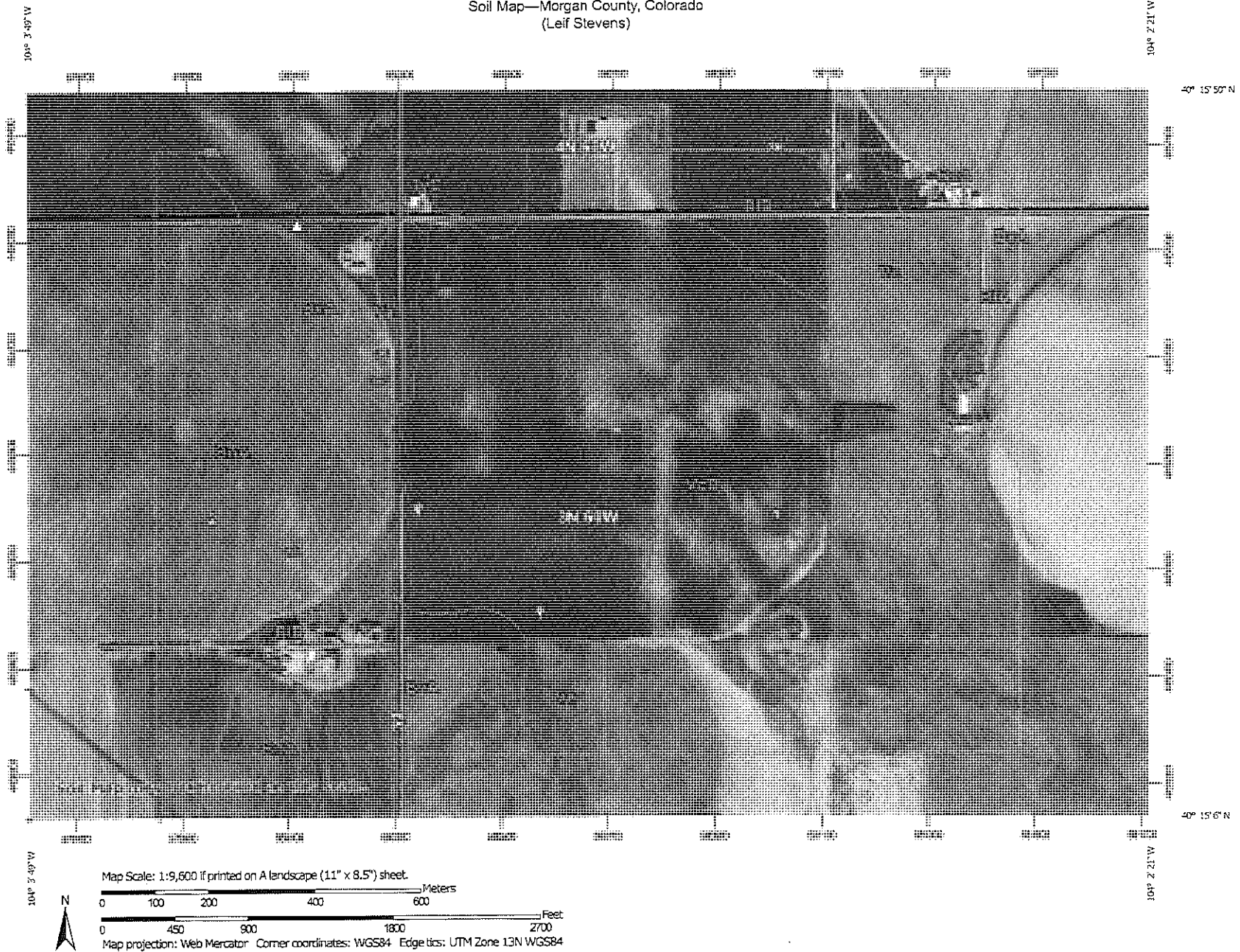
Soil

EXHIBIT L: Soils Map

Documents on next pages

EXHIBIT L: Soils Map

Soil Map—Morgan County, Colorado (Leif Stevens)



SU – Toby's Oilfield Services

Exhibit L



Natural Resources
Conservation Service


Web Soil Survey
National Cooperative Soil Survey

3/23/2020
Page 1 of 3


Soil Map—Morgan County, Colorado
(Leif Stevens)


MAP LEGEND


Area of Interest (AOI)

 Area of Interest (AOI)


Soils


 Soil Map Unit Polygons


 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features


 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot


 Landfill

 Lava Flow

 Marsh or swamp


 Mine or Quarry

 Miscellaneous Water


 Perennial Water

 Rock Outcrop


 Saline Spot


 Sandy Spot


 Severely Eroded Spot


 Sinkhole


 Slide or Slip

 Sodic Spot


 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot

 Other


 Special Line Features

Political Features

 PLSS Township and Range


 PLSS Section

Water Features


 Streams and Canals


Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morgan County, Colorado

Survey Area Data: Version 20, Sep 13, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 17, 2015—Sep 17, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BIA	Bijou loamy sand, 0 to 1 percent slopes	13.0	2.9%
BIB	Bijou loamy sand, 1 to 3 percent slopes	33.7	7.4%
BnA	Bijou sandy loam, 0 to 1 percent slopes	72.0	15.8%
BvA	Bresser sandy loam, 0 to 3 percent slopes	47.2	10.4%
TvC	Truckton soils, 3 to 9 percent slopes	12.6	2.8%
Va	Valent sand, 0 to 3 percent slopes	11.5	2.5%
VcD	Valent sand, 3 to 9 percent slopes	240.2	52.7%
Ve	Valent-Dwyer sands, terrace, 0 to 3 percent slopes	25.6	5.6%
Totals for Area of Interest		455.8	100.0%

EXHIBIT M: Irrigation Company impacts

The location of this property does not have access to irrigation water provided by an irrigation company. At one time, it was irrigated by a center pivot sprinkler. Following a water court ruling, the well used for irrigation on this property was shut down.

Financial Resources

EXHIBIT N: Financial resources

Documents on next page



March 27, 2020

Regarding: Toby Eisenach
Toby's Oilfield

To Whom It May Concern,

Toby Eisenach has been a customer of FMS Bank since 2002. He has handled all his accounts as agreed. I have the loans for Toby's business and his home. Toby takes pride in his business, Toby's Oilfield, and his home. He is a native of Morgan County and does his part to help with the local Economy.

Toby will have the financing in place for the purchase and renovations of the new location at 17500 Hwy 39, Wiggins Colorado.

Sincerely,

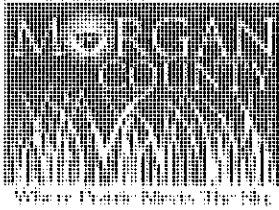
A handwritten signature in cursive script that reads "Shelly K Bristol".

Shelly K Bristol

Vice President

Right to Farm

EXHIBIT O: 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
E-mail: pcherry@co.morgan.co.us

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.

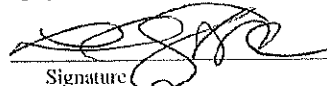
Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office, the County Planning and Zoning Department, and the County Attorney.

RECEIPT AND STATEMENT OF UNDERSTANDING

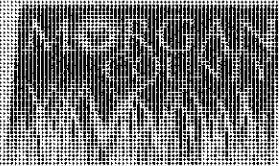
I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

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 a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

To Be Signed by Landowner


Signature _____ Date 3/30/20
Leif Stephens
Printed Name _____
329 E Platte Ave
Address _____
Ft. Morgan, CO 80701

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 & RESIDENTIAL DEPT.
211 E. Main, P.O. Box 299
Fair Morgan, Colorado 80701
PHONE: (970) 542-1826 FAX: (970) 542-1509
E-mail: pzb@city.morgancolorado.com

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

Morgan County is one of the most productive agricultural counties in Colorado. Farming, ranching, hunting, fishing, and all other forms of agricultural activities and operations in Morgan County are integral and necessary elements of the economic vitality of the county's economy. Public lands are not owned by Morgan County specifically, however, the importance of agricultural operations as economic and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept the needs and the interests of agriculture and rural living. These may include some farm structures, equipment, and other agricultural operations at night or in the early morning, dust, noise, odors, field work, harvesting, and other agricultural activities, including operations, storage and storage, and other agricultural activities. However, regardless of the use of agricultural and farm structures, including agricultural and other agricultural structures or structures on public lands. Under the provisions of the State of Colorado's "Right to Farm" law, Sections 25-25-101 and following, C.R.S., agricultural and other agricultural operations may not be considered nuisances.

Other public services or services are not on the same level as in an urban or suburban setting. Rural communities may be at a lower level, and delivery may not be as frequent, public services may be considered or subject to interruption. For example, fire protection and ambulance service will have considerably longer response times, waste may not be removed from waste bins for several days after a major waste event. First priority for waste removal is that school bus accidents are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Fences and other field equipment, ponds, and irrigation ditches, electrical service to pumps and all field operations, high speed traffic, nearby roads, livestock, and agricultural 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 familiarize themselves with their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes both on-farm and off-farm obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and other animals under control. There may be provisions of which you are unaware. For example, because Colorado is a "Purser Law State," interests 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 Agency.

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-nuisance agricultural operation may not be considered a public or private nuisance.

John A. Eberhardt
Farmer

3-28-2000
Date

John A. Eberhardt
Farmer

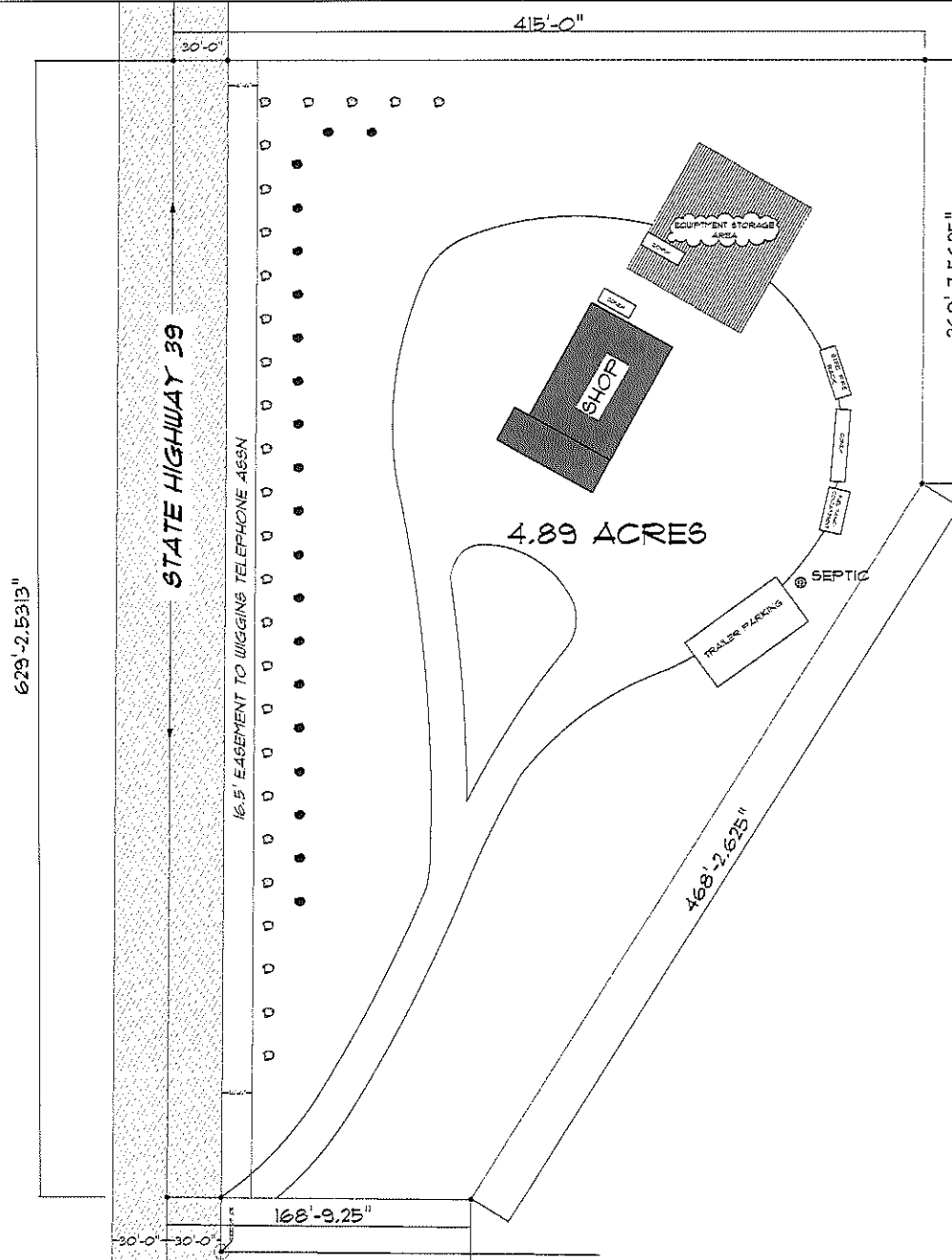
John A. Eberhardt
Farmer

To Be Signed by Landowner

EXHIBIT P: Site Plan

See separate document

Toby Eisenach



NOTES:
 1. SEE PLANS AND DRAWINGS FOR ALL INFORMATION.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 6. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 7. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 8. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

STEPHENS SUBDIVISION EXEMPTION
 IN THE 1/4 SECTION 31
 T3N, R66W OF THE 6TH P.M.
 MORGAN COUNTY, COLORADO

SITE PLAN 61

EPIC DESIGN & CONSULTING, LLC
 GEORGE CROMBELL, JR.
 11100 N. RIVER RD. FORT MORGAN, CO 80701
 CELL 970.769.0961 grombell@epicdesign.com

TOBY'S OILFIELD SERVICES
 11800 STATE HIGHWAY 39
 WIGGING, COLORADO 80654

DATE:
 MAR 2020
 SCALE:
 1" = 30'
 NOTES:
 - 62. FT.

EXHIBIT Q: Additional Information Requested:

Q1: Size of lot for business need

The 4.89 acre parcel is sufficient for Toby's Oilfield Services to use as the main place of business. The former parcel was 10 acres and consisted of 5.9 acres pasture, 1.3 acre for the residence and landscaping, 2.8 for the business *(areas estimated using Google Earth)*.

The business utilized two outbuildings and a 1500 sq. ft. shop.

Q2: Equipment Storage plan

See Site Plan

Q3: Residential Unit

The shop was constructed in early 2019. When Mr. Eisenach leased the property he constructed the apartment on the southwest side of the shop. This is for a property manager when the Certificate of Completion is issued. The role of the property manager is to be available for equipment requests and/or repairs when needed and to curb theft of item on the property, due to its visibility next to a State Highway.

Q4: Lease with Option to Purchase Agreement

See following pages

Q5: Photo of 17500 Highway 39

LEASE WITH OPTION TO PURCHASE

THIS Lease with Option to Purchase is made and entered into this 18th day of September, 2019, to be effective October 1, 2019, by and between LEIF A. STEPHENS, hereinafter referred to as "Landlord" and TOBY LEE EISENACH and JANET JEAN EISENACH, hereinafter referred to as "Tenants";

WITNESSETH:

1. **Premises Lease.** The Landlord hereby leases unto the Tenants and the Tenants hereby lease from the Landlord, upon the terms and conditions as hereinafter set forth, the shop and surrounding five acres, more or less, located upon the following parcel in Morgan County, State of Colorado, more particularly described as follows:

The South ½ of the South ½ of the NW ¼ of Section 1, Township 3 North, Range 60 West of the 6th P.M., County of Morgan, State of Colorado.

Also known by street and number as 17500 Highway 39, Wiggins, CO 80654.

Said lease and associated option to purchase shall not extend to the remaining thirty-five acres of the above described parcel, but shall be limited to the shop and surrounding five acres, more or less, with a precise legal description to be supplied after survey by Leibert-McAtee & Associates. Tenants hereby expressly consent that this lease and option to purchase shall only extend to the boundaries established by said survey (the "Premises"), a copy of which shall be delivered to Tenants after completion.

2. **Term of Lease.** The term of this lease shall be for a period commencing at 8:00 A.M. on the 1st day of October, 2019 and ending at midnight on September 30th, 2020, unless sooner terminated or if extended by mutual agreement of the parties.

3. **Rental.** The Tenants agree to pay Landlord without prior demand therefor and without any deduction or offset whatsoever, a sliding-scale monthly rental as follows:

- a. \$[REDACTED] for the first month;
- b. \$[REDACTED] plus [REDACTED] for the second month;
- c. \$[REDACTED] plus [REDACTED] for the third month;
- d. \$[REDACTED] plus [REDACTED] for the fourth month;
- e. [REDACTED] plus [REDACTED] for the fifth month;
- f. \$[REDACTED] plus [REDACTED] for the sixth month;

- g. \$ [REDACTED] plus \$ [REDACTED] for the seventh month;
- h. \$ [REDACTED] plus \$ [REDACTED] for the eighth month;
- i. \$ [REDACTED] plus \$ [REDACTED] for the ninth month;
- j. \$ [REDACTED] plus \$ [REDACTED] for the tenth month;
- k. \$ [REDACTED] plus \$ [REDACTED] for the eleventh month;
- l. \$ [REDACTED] plus \$ [REDACTED] for the twelfth month.

This sum shall be applied as a credit to the Option to Purchase price as hereinafter provided if such Option is in fact exercised and shall be due and payable on the first day of every month during the term of this lease. Tenant shall not be entitled to any refund of rent in the event that the Option is not exercised.

4. Payment of Real Property Taxes. The Landlord shall continue to satisfy real property taxes applicable to the Premises.

5. Use of Premises. Tenants shall not be permitted to assign this lease or sublet any portion of this lease or the Premises without receiving the express written consent of the Landlord. Tenants shall not store, maintain, use, manufacture, distribute, or dispose of any hazardous materials of any kind or nature upon the Premises without the express consent of Landlord. If Tenants do receive consent to use hazardous materials on the Premises, Tenants shall be responsible for removing and remediating the effects of any such materials in the event that they do not exercise their Option to Purchase and the lease is terminated. Tenants shall comply with and observe all laws, statutes, ordinances, regulations or legal requirements relating to the use and occupancy of the Premises.

6. Insurance. During the term of this lease, the Landlord shall maintain general property insurance coverage for the Premises as presently held. Tenants shall be responsible for insuring any and all personal property that may be owned by the Tenants and located upon the Premises as well as for obtaining commercial liability insurance for any business operating from the Premises.

7. Liability. Landlord shall not be liable for any loss, injury, death or damage to any person or property which may be at any time suffered or sustained by the Tenants or any person who may at any time be using, occupying or visiting the Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any event result from or arise out of any act, omission, or negligence of the Tenants or any occupant, user or visitor of any portion of the Premises, or shall result from or be caused by any other matter or thing. Further, Tenants agree to indemnify Landlord against all claims, liabilities, losses or damages whatsoever on account of the same. The parties agree that Tenants shall not be liable to Landlord for any preexisting damage to the leasehold improvements or any construction

deficiencies or defects regarding the leasehold improvements which were not discovered prior to the commencement of this lease. The parties further agree that Tenants herein shall not be liable to Landlord for any damages caused by any prior occupant of the property, which damages or occurrences were unknown to the parties at the time of the execution of this agreement, which event shall include damages or liabilities caused by the inappropriate handling of hazardous materials by a prior occupant.

8. Utilities. Tenants shall promptly pay and be responsible for all utilities associated with the Premises during the term of this lease.

9. No Warranties. Tenants have inspected the Premises and accept the same "as is" in its present condition with no warranties or representations of any kind whatsoever. Tenants shall throughout the term of this lease, at the Tenants' sole cost and expense, keep and maintain the Premises in good, substantial and sufficient condition, repair and order, both inside and out.

Except as expressly provided in this lease, Landlord has not, and does not, make any warranties or representations with respect to the Premises and all improvements and inclusions therein and Landlord specifically disclaims any other implied warranties arising by operation of law including, but in no way limited to, any warranty of condition, merchantability, habitability, or fitness for a particular purpose or use.

10. Alterations and Improvements to Premises. The Tenants agree that in the event they do not exercise their option to purchase, any improvements or alterations they have made to the Premises shall be for the benefit of the Landlord and that Tenants are not entitled to any compensation of any nature whatsoever for said alterations or improvements. Tenants intend to purchase new windows for the office located within the shop. If said windows are purchased, Landlord will install them at his own expense. Landlord also covenants to pay for the installation of a new septic system, to install six outdoor lights on the shop, and to install spray-in insulation in the eave and office area of the shop during the lease term or before closing on the Option to Purchase.

11. Damage to Property. In the event the improvements located upon the Premises are damaged by fire or other casualty loss during the term of this lease in an amount not more than five percent (5%) of the total Option purchase price as hereinafter provided, Landlord shall be obligated to repair the same. In the event such damage cannot be repaired within a reasonable period of time, or if the damages exceed five percent (5%) of the Option purchase price, this lease agreement and the Option to Purchase agreement may be terminated at the option of the Landlord. If damages total more than five percent (5%) of the Option purchase price and Landlord elects to repair the damages and maintain this lease agreement, the Rent shall be abated from the date of damages in proportion to the area of the Premises unusable by Tenants until such damages are repaired.

12. Mechanic's Liens. Tenants shall keep the Premises free and clear of all mechanic's liens and materialmen liens for any work or labor done for services performed, materials, appliances or power tools used upon said Premises.

13. **Option to Renew Lease and Extend Option.** The parties agree that if the Tenants are not in default under any terms and provisions as contained in this entire agreement, each party agrees to consider in good faith any proposal to extend the lease term herein and the Option to purchase on such terms and conditions as the parties may mutually agree.

14. **Option to Purchase.** For and in consideration of the rentals to be paid hereunder, Landlord grants unto the Tenants an Option to Purchase (Option) the Premises for a purchase price of [REDACTED]. To exercise their Option, Tenants must submit a contract to purchase (Offer to Purchase) in a form compliant with Colorado Real Estate Commission Form CRS3-5-19 on or before the expiration of this lease Agreement. In the event Tenants fail to exercise their Option by submitting the above offer to purchase to the Landlord in compliance with the above terms and provisions, then in that event, this Option shall terminate and expire and shall no longer be binding upon either party hereto.

a. Tenants agree that the above purchase price of [REDACTED] minus a credit for any rental payments made before closing, shall be paid in cash or certified funds (Good Funds), plus or minus closing adjustments, at the time of closing.

b. The parties expressly agree that this Option is contingent upon a successful Subdivision Exemption granted by Morgan County pursuant to Chapter 2 of the Morgan County Subdivision Regulations, as the Premises leased with this option to purchase is not yet subdivided from the surrounding thirty-five-acre tract. Landlord shall submit a Subdivision Exemption application at his own cost to Morgan County upon receipt of the Leibert-McAtee survey, and to proceed with the Subdivision Exemption application in a prompt fashion, even if this Option has not yet been exercised by Tenants. In the event of a denial of the Subdivision Exemption application, Landlord shall notify Tenants in writing that this Option is no longer enforceable, and Tenants may, as their sole and exclusive remedy, terminate the lease after paying any rent then due and owing.

c. The purchase price shall include all fixtures, improvements, and appliances presently located on the Premises the same to be conveyed by Landlord, free and clear of all taxes, liens, and encumbrances.

d. A current commitment for owner's title insurance policy in an amount equal to the purchase price shall, at Landlord's and Tenants' joint expense, be furnished to Tenants upon execution of the Option. Landlord and Tenants shall pay the premium therefor at closing and Tenants will receive the title insurance policy as soon as practicable after closing.

e. The closing and date for delivery of deed shall be no later than thirty (30) days after the date on which Tenants notify the Landlord of their exercise of the Option. The hour and place of closing shall be established by mutual agreement of the parties and shall be held at the title company issuing the above owner's title insurance commitment. The cost of closing shall be

split equally by Tenants and Landlord. The Tenants shall continue to pay rent until the date of closing and said rent shall be prorated as necessary.

f. The title shall be merchantable in the Landlord. Subject to payment or tender as above provided in compliance by Tenants with the notice provisions hereof, Landlord shall execute and deliver a good and sufficient general warranty deed to Tenants conveying the Premises free and clear of all taxes, except the general taxes for the year of closing, and free and clear of all liens and encumbrances and subject only to easements and rights of way of record, special assessment and taxing districts of record, homeowner association covenants and conditions, prior mineral reservations of record, and the real property taxes for the year of the closing.

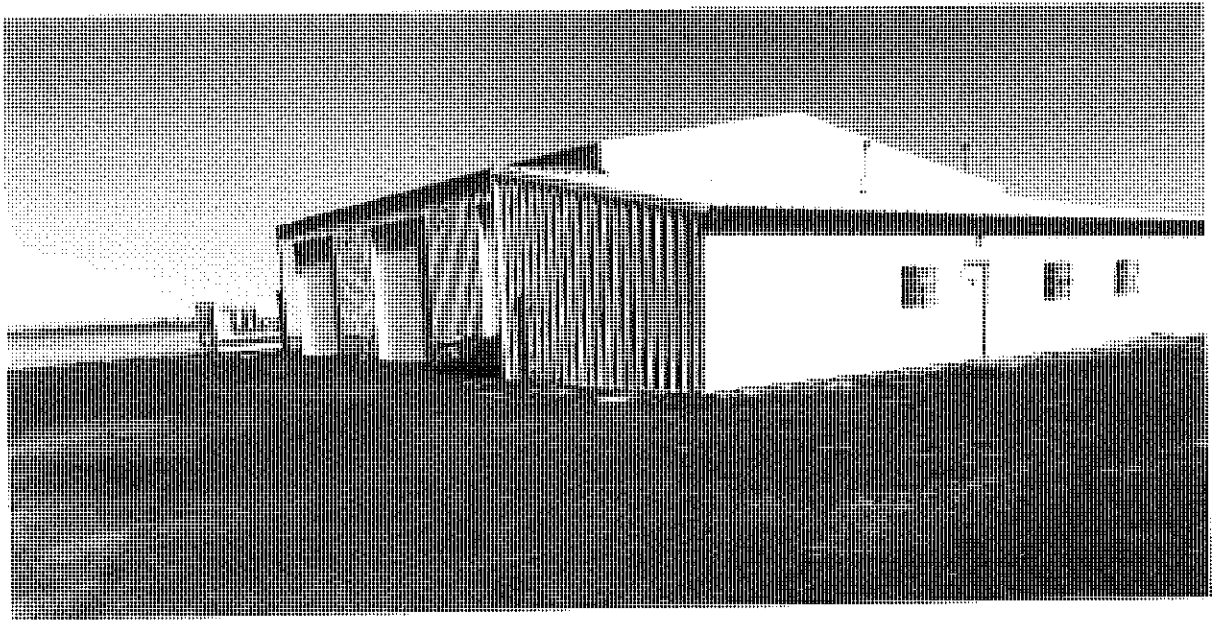
g. Except as hereinabove provided, if title to the Premises is not merchantable and written notice of any defect is given by the Tenants to Landlord on or before the date of closing, Landlord shall use reasonable effort to correct such defect prior to date of closing. If Landlord is unable to correct such defect on or before date of closing, at Landlord's option and upon written notice to Tenants on or before date of closing, the date of Closing shall be extended for up to sixty (60) days for the purpose of correcting said defect. The Tenants must continue to pay the fixed monthly rental amount during any extension.

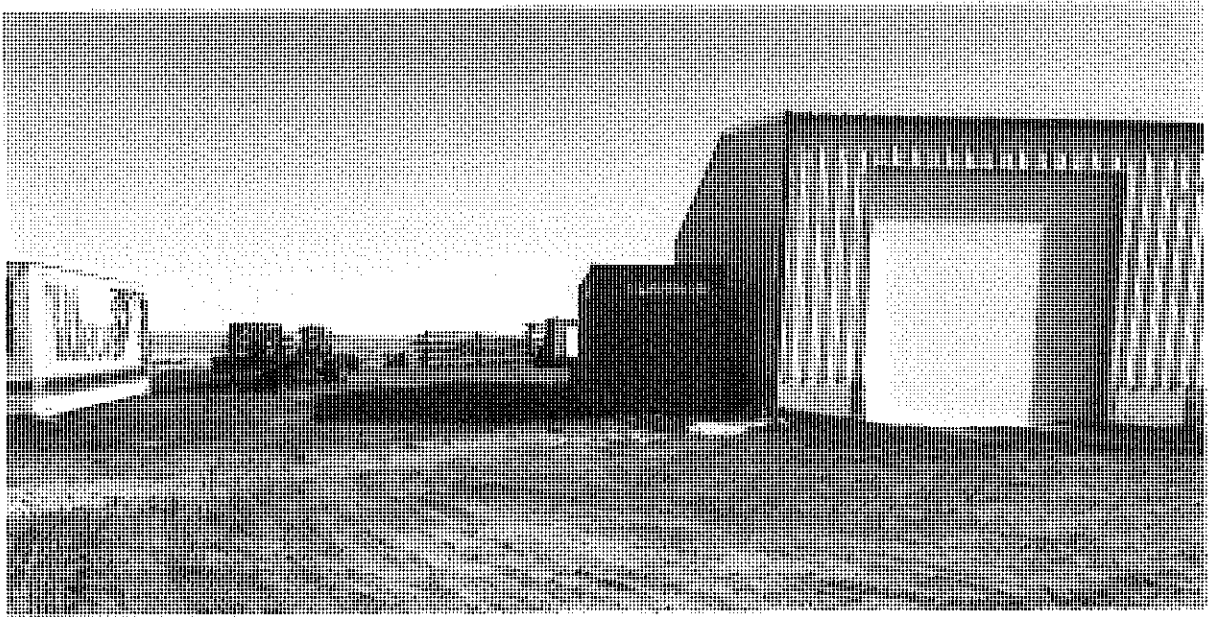
h. Any encumbrance required to be paid by Landlord may be paid at the time of settlement from the proceeds of this transaction or from any other source.

i. Possession of the Premises shall be delivered to the Tenants on the date of Closing with the understanding that Tenants shall already be in possession of the Premises under the lease agreement.

j. In the event Tenants fail to timely exercise its Option herein, then in that event, the Tenants shall cooperate with the Landlord's reasonable request to acknowledge the termination of the Option, including, but not limited to, the execution and delivery of a bargain and sale deed concerning the Premises.

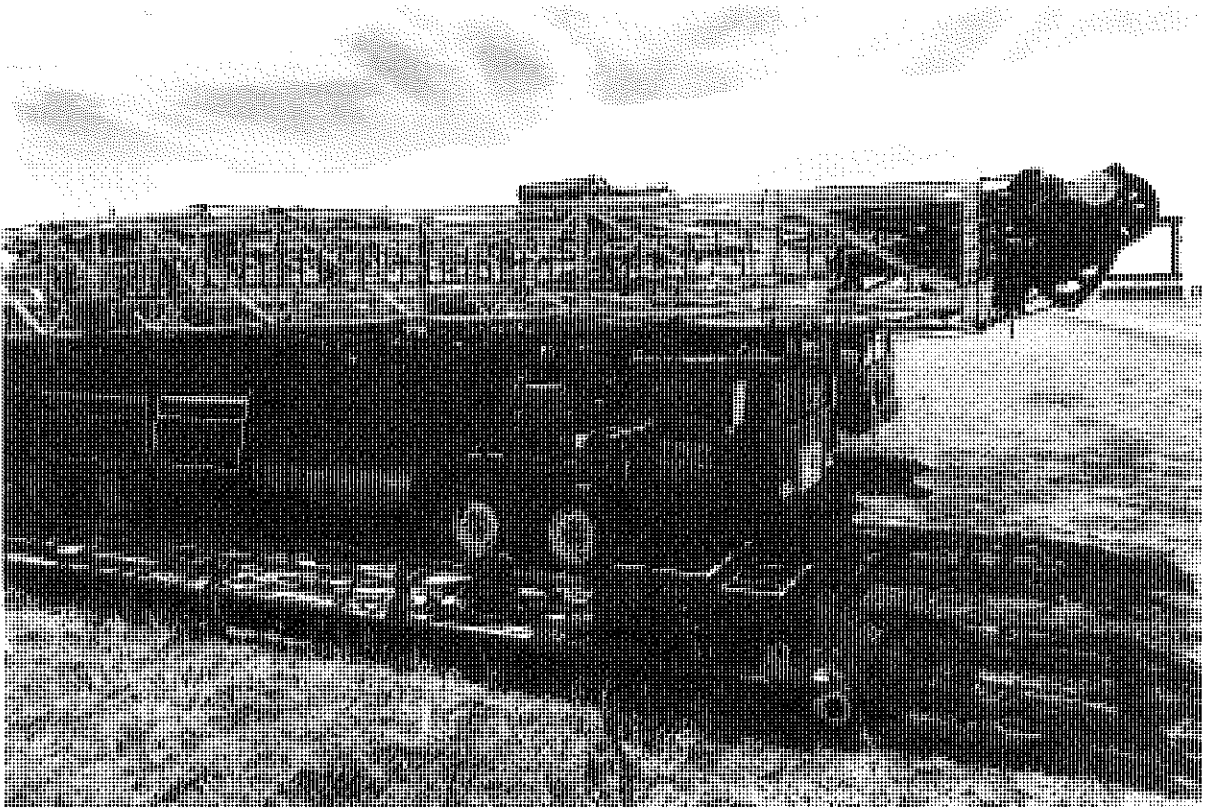
15. Time of Essence/Remedies. Time is of the essence hereof. In the event Tenants are in default by virtue of failing or neglecting to observe, keep, or perform any of the covenants, terms, or conditions hereof, then Landlord shall have the right to forthwith terminate this lease and all Options granted herein and all rights of Tenants hereunder shall cease. Landlord, without further notice to Tenants, shall have the right immediately to enter the leasehold Premises and take possession thereof and to remove all personal property from the Premises and all persons occupying the Premises and to use all necessary force therefor and in all respects take the actual, full and exclusive possession of the Premises and every part thereof without incurring any liability to Tenants or any person occupying or using the Premises for any damages, cause, or sustain by reason of such entry on the Premises or the removal of said persons or property therefrom. In the event it becomes necessary to bring an action at law to terminate or enforce the provisions of this lease or to collect any damages that may be allowed by law, then the prevailing party shall be entitled to recover his or her reasonable attorney's fees, together with all court costs that may be incurred therein.







Swab Truck



Work over rig



Winch Truck

Notice, Referrals & Landowner Letters

**NOTICE OF MORGAN COUNTY PLANNING COMMISSION'S REVIEW OF LAND
USE APPLICATION**

Notice is hereby given that on Monday, May 11, 2020 at 7:00 p.m., or as soon as possible thereafter, a public hearing will be held virtually to consider the following application:

Toby Eisenach – Applicant

Leif Stephens - Landowner

Legal Description- Located in the S½, S½, NW¼ of Section 1 Township 3 N, Range 60 W of the 6th P.M. Morgan County, Colorado addressed as 17500 Highway 39, Wiggins, CO 80654.


Reason- Use by Special Review to operate a commercial shop and storage, commercial trucking and heavy equipment parking and maintenance for Toby's Oilfield Service Equipment

Date of Application: March 30, 2020

Due to the closing of County buildings at the present time, this meeting is scheduled as a virtual meeting via ZOOM at <https://zoom.us/j/98930710846>. If the County is able to open its facilities prior to the hearing, the hearing will be held in the Assembly Room, at 231 Ensign Street, Fort Morgan, Colorado 80701. Please check the County's website at <https://morgancounty.colorado.gov/planning-commission-agendas-and-minutes> for information on the meeting.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. You may email pcherry@co.morgan.co.us to request items in the file to be emailed to you.

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

/s/ 
Pam Cherry – Morgan County
Planning & Floodplain Administrator

Published: April 27, 2020



Jody Meyer <jmeyer@co.morgan.co.us>

Re: PC Notices for May - Danielson-Baugh-Eisenach

1 message

Classifieds Main <classifieds@prairiemountainmedia.com>

Wed, Apr 22, 2020 at 10:09 AM

To: Jody Meyer <jmeyer@co.morgan.co.us>

Hello, these are all scheduled for Apr 27 in the FM T, ad#1701392 (\$40.48), #1701393 (\$38.64), #1701395 (\$43.24)

JD

On Wed, Apr 22, 2020 at 9:57 AM Jody Meyer <jmeyer@co.morgan.co.us> wrote:

Good Morning:

Attached you will find 3 PC Notices for a one time publication on April 27, 2020 for the following applications: Danielson SU; Baugh Minor; and Eisenach SU. Please bill P&Z. Thanks!

Jody Meyer

Morgan County Planning Assistant

231 Ensign Street, Box 596

Fort Morgan, CO 80701

970-542-3526 office

970-542-3509 fax

jmeyer@co.morgan.co.us

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Prairie Mountain Publishing-

Boulder Daily Camera..Broomfield Enterprise

Longmont Times-Call..Colorado Hometown Weekly

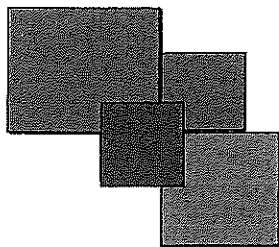
Loveland Reporter-Herald...Colorado Daily

phone 303.466.3636 or 970-635-3650..Fax 303.442.1508

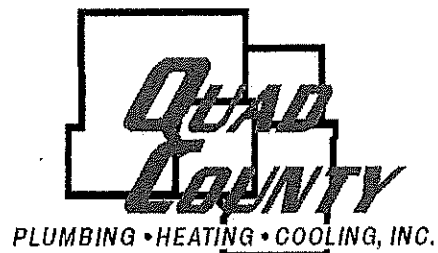
2500 55th Street | Boulder, CO 80301

classifieds@frontrangeclassifieds.com

BP2019-0133



1205 E. Burlington Avenue
Fort Morgan, CO 80701
Phone: (970-867-5783
email: office@QuadCountyPlumbing.com



March 31, 2020

To: Morgan County Planning & Zoning
ATTN: Pam

Re: Building @ 17500 Hwy 39
Wiggins, Co
From: New Owner Tony Eisenach

We are asking that the residential permit be switched to a Commercial Permit.
Per Justin, the county inspector, upon changing the permit to commercial the office area will then be turned into an apartment. A 2-hour fire wall will be installed between the shop/garage and the apartment. Also, the doorway between will be blocked off. A separate exterior exit doorway is already in place for the apartment

The shop electrical and plumbing will be altered to meet the commercial code as well as the apartment.

Please send all correspondence to
les@quadcountyplumbing.com

Thank You

Les Eurich

Quad County Plumbing & Heating



Jody Meyer <jmeyer@co.morgan.co.us>

RE: Referral Memo - Eisenach.Toby Minor Sub

1 message

Kent Pflager <kpflager@mcqwd.org>

Mon, Apr 20, 2020 at 8:18 AM

To: Jody Meyer <jmeyer@co.morgan.co.us>

The current tap for this property is a residential tap Toby will need to convert it to a commercial tap and the CDPHE will require a Backflow device. I have a call into Toby to let him know of the situation.

Thanks

From: Jody Meyer <jmeyer@co.morgan.co.us>

Sent: Friday, April 17, 2020 2:42 PM

To: CDOT Timothy Bilobran <timothy.bilobran@state.co.us>; Century Link Brian Vance <brian.vance@centurylink.com>; DOW - Devon Lane <devon.lane@state.co.us>; DOW - Todd Cozad <todd.cozad@state.co.us>; Kinder Morgan - Jeff Voltattorni <Jeff.Voltattorni@elpaso.com>; Morgan County Emergency Management <rdoll@co.morgan.co.us>; Northern Colorado Water Conservancy District <jstruble@northernwater.org>; Quality Water - Kay Zarbock <kzarbock@mcqwd.org>; Quality Water - Kent Pflager <kpflager@mcqwd.org>; REA - Kevin Martens <kmartens@mcrea.org>; Soil Conservation - Madeline Hagan Hagan <morganconservationdistrict@gmail.com>; Xcel - Donna George <Donna.L.George@xcelenergy.com>; Wiggins Rural Fire Dept. <wigginsruralfire@gmail.com>; Wiggins Tele - Terry <terry@wigginstel.com>; Tim Amen <tmamen@co.morgan.co.us>; Pam Allen <pallen@co.morgan.co.us>; Cathy Cole-Geist <ccole-geist@co.morgan.co.us>; Danette Martin <djmartin@co.morgan.co.us>; David Martin <dmartin@co.morgan.co.us>; Patricia Morgan <pmorgan@co.morgan.co.us>; Bruce Bass <bbass@co.morgan.co.us>; John Goodman <jgoodman@co.morgan.co.us>; Mel Bustos <melb@nchd.org>; Conner Gerken <connerg@nchd.org>; Wiggins Tele - Casey Quint <caseyquint@wigginstel.com>; jeff.rasmussen@co.usda.gov; TYLER.SEWALD@state.co.us; Schmidt - DNR, Todd <Todd.schmidt@state.co.us>; Tammy Rusch <trusch@ccwcd.org>

Subject: Referral Memo - Eisenach.Toby Minor Sub

Good Morning:

Enclosed you will find a Referral Memo and survey for the Toby Eisenach Special Use which will go before the Planning Commission on May 11, 2020. Call if you have any questions or concerns.

Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office

970-542-3509 fax
jmeyer@co.morgan.co.us

Preview attachment 20200417145236925.pdf



[20200417145236925.pdf](#)

156 KB



Jody Meyer <jmeyer@co.morgan.co.us>

Re: Referral Memo - Eisenach.Toby Minor Sub

1 message

Jody Meyer <jmeyer@co.morgan.co.us>

Wed, Apr 22, 2020 at 12:09 PM

To: Laurie Cromwell <lauriecromwell09@gmail.com>

Cc: Pam Cherry <pcherry@co.morgan.co.us>

Laurie and George:

Attached is a letter I mailed to Toby and Leif regarding the virtual hearing on May 11, 2020, 7 pm with PC for your records.

Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office
970-542-3509 fax
jmeyer@co.morgan.co.us

On Mon, Apr 20, 2020 at 3:52 PM Laurie Cromwell <lauriecromwell09@gmail.com> wrote:

Thanks, Jody.

From: Jody Meyer [mailto:jmeyer@co.morgan.co.us]**Sent:** Monday, April 20, 2020 8:33 AM**To:** Laurie Cromwell**Cc:** Pam Cherry**Subject:** Fwd: Referral Memo - Eisenach.Toby Minor Sub

Good Morning Laurie:

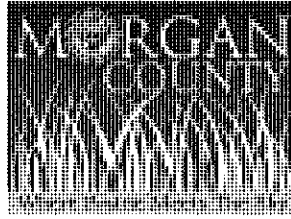
Here is an email from MCQW this morning. Don't know if he got a hold of Toby yet.

Hope all is well with you!

Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office
970-542-3509 fax
jmeyer@co.morgan.co.us

----- Forwarded message -----

From: Kent Pflager <kpflager@mcqwd.org>**Date:** Mon, Apr 20, 2020 at 8:18 AM**Subject:** RE: Referral Memo - Eisenach.Toby Minor Sub**To:** Jody Meyer <jmeyer@co.morgan.co.us>



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Farm Service Agency-Morgan County
Century Link
CDOT
DOW
Colorado Parks & Wildlife
Kinder Morgan, Inc.
Wiggins Rural Fire Dept.
Wiggins Telephone Asso.
Morgan County Assessor
Morgan County Communications Center
Morgan County Quality Water

Morgan County Road & Bridge
Morgan County Rural Electric Assoc.
Morgan County Sheriff
Morgan Soil Conservation District
NECHD
Northern Colorado Water Conservancy
Xcel Energy
CCWCD – Central Colorado Water
Conservancy District and Well
Agreement Sub. Dist.

FROM: Pam Cherry, Morgan County Planning Administrator
231 Ensign St, PO Box 596, Fort Morgan, CO 80701
970-542-3526 / 970-542-3509 fax / pcherry@co.morgan.co.us
DATE: April 17, 2020
RE: Use by Special Review Application from Toby Eisenach– see attached site map

Due to the closing of County buildings at the present time, this meeting is scheduled as a virtual meeting via ZOOM at <https://zoom.us/j/98930710846>. If the County is able to open its facilities prior to the hearing, the hearing will be held in the Assembly Room, at 231 Ensign Street, Fort Morgan, Colorado 80701. Please check the County's website at <https://morgancounty.colorado.gov/planning-commission-agendas-and-minutes> for information on the meeting.

Toby Eisenach – Applicant
Leif Stephens - Landowner

Legal Description- Located in the S ½, S ½, NW ¼ of Section 1 Township 3 N, Range 60 W of the 6th P.M. Morgan County, Colorado addressed as 17500 Highway 39, Wiggins, CO 80654.

Reason- Use by Special Review to operate a commercial shop and storage, commercial trucking and heavy equipment parking and maintenance for Toby's Oilfield Service Equipment

Please offer any comments or concerns you may have about these applications within 21 days of the date of this letter. Do not hesitate to contact me at any time if you have questions. You also may email pcherry@co.morgan.co.us to request items in the file to be emailed to you. Our office is located at 231 Ensign Street, PO Box 596, Fort Morgan, Colorado 80701 in case you need a mailing address. Thank you.



Jody Meyer <jmeyer@co.morgan.co.us>

Referral Memo - Eisenach.Toby Minor Sub

1 message

Jody Meyer <jmeyer@co.morgan.co.us>

Fri, Apr 17, 2020 at 2:42 PM

To: CDOT Timothy Bilobran <timothy.bilobran@state.co.us>, Century Link Brian Vance <brian.vance@centurylink.com>, DOW - Devon Lane <devon.lane@state.co.us>, DOW - Todd Cozad <todd.cozad@state.co.us>, Kinder Morgan - Jeff Voltattorni <Jeff.Voltattorni@elpaso.com>, Morgan County Emergency Management <rdoll@co.morgan.co.us>, Northern Colorado Water Conservancy District <jstruble@northernwater.org>, Quality Water - Kay Zarbock <kzarbock@mcqwd.org>, Quality Water - Kent Pflager <kpflager@mcqwd.org>, REA - Kevin Martens <kmartens@mcra.org>, Soil Conservation - Madeline Hagan Hagan <morganconservationdistrict@gmail.com>, Xcel - Donna George <Donna.L.George@xcelenergy.com>, "Wiggins Rural Fire Dept." <wigginsruralfire@gmail.com>, Wiggins Tele - Terry <terry@wigginstel.com>, Tim Amen <tmamen@co.morgan.co.us>, Pam Allen <pallen@co.morgan.co.us>, Cathy Cole-Geist <ccole-geist@co.morgan.co.us>, Danette Martin <djmartin@co.morgan.co.us>, David Martin <dmartin@co.morgan.co.us>, Patricia Morgan <pmorgan@co.morgan.co.us>, Bruce Bass <bbass@co.morgan.co.us>, John Goodman <jgoodman@co.morgan.co.us>, Mel Bustos <melb@nchd.org>, Conner Gerken <connerg@nchd.org>, Wiggins Tele - Casey Quint <caseyquint@wigginstel.com>, jeff.rasmussen@co.usda.gov, TYLER.SEWALD@state.co.us, "Schmidt - DNR, Todd" <Todd.schmidt@state.co.us>, Tammy Rusch <trusch@ccwcd.org>

Good Morning:

Enclosed you will find a Referral Memo and survey for the Toby Eisenach Special Use which will go before the Planning Commission on May 11, 2020. Call if you have any questions or concerns.

Jody Meyer

Morgan County Planning Assistant

231 Ensign Street, Box 596

Fort Morgan, CO 80701

970-542-3526 office

970-542-3509 fax

jmeyer@co.morgan.co.us

Preview attachment 20200417145236925.pdf



20200417145236925.pdf

156 KB

**Referral Memo - PC - Eisenach SU 1.3.60 05-11-20.doc**

107K



Jody Meyer <jmeyer@co.morgan.co.us>

Re: Referral Memo - Eisenach.Toby Minor Sub

1 message

Jody Meyer <jmeyer@co.morgan.co.us>

Mon, Apr 20, 2020 at 9:02 AM

To: CDOT Timothy Bilobran <timothy.bilobran@state.co.us>, Century Link Brian Vance <brian.vance@centurylink.com>, DOW - Devon Lane <devon.lane@state.co.us>, DOW - Todd Cozad <todd.cozad@state.co.us>, Kinder Morgan - Jeff Voltattorni <Jeff.Voltattorni@elpaso.com>, Morgan County Emergency Management <rdoll@co.morgan.co.us>, Northern Colorado Water Conservancy District <jstruble@northernwater.org>, Quality Water - Kay Zarbock <kzarbock@mcqwd.org>, Quality Water - Kent Pflager <kpflager@mcqwd.org>, REA - Kevin Martens <kmartens@mcra.org>, Soil Conservation - Madeline Hagan Hagan <morganconservationdistrict@gmail.com>, Xcel - Donna George <Donna.L.George@xcelenergy.com>, "Wiggins Rural Fire Dept." <wigginsruralfire@gmail.com>, Wiggins Tele - Terry <terry@wigginstel.com>, Tim Amen <tamen@co.morgan.co.us>, Pam Allen <pallen@co.morgan.co.us>, Cathy Cole-Geist <ccole-geist@co.morgan.co.us>, Danette Martin <djmartin@co.morgan.co.us>, David Martin <dmartin@co.morgan.co.us>, Patricia Morgan <pmorgan@co.morgan.co.us>, Bruce Bass <bbass@co.morgan.co.us>, John Goodman <jgoodman@co.morgan.co.us>, Mel Bustos <melb@nchd.org>, Conner Gerken <connerg@nchd.org>, Wiggins Tele - Casey Quint <caseyquint@wigginstel.com>, jeff.rasmussen@co.usda.gov, TYLER.SEWALD@state.co.us, "Schmidt - DNR, Todd" <Todd.schmidt@state.co.us>, Tammy Rusch <trusch@ccwcd.org>

sorry I forgot to include the site map. Hope you can open this up.

Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office
970-542-3509 fax
jmeyer@co.morgan.co.us

On Fri, Apr 17, 2020 at 2:42 PM Jody Meyer <jmeyer@co.morgan.co.us> wrote:

Good Morning:

Enclosed you will find a Referral Memo and survey for the Toby Eisenach Special Use which will go before the Planning Commission on May 11, 2020. Call if you have any questions or concerns.

Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office
970-542-3509 fax
jmeyer@co.morgan.co.us

Preview attachment 20200417145236925.pdf



20200417145236925.pdf
156 KB

03-3-60 EISENACH, TOBY SITE PLAN.pdf
798K

The current tap for this property is a residential tap Toby will need to convert it to a commercial tap and the CDPHE will require a Backflow device. I have a call into Toby to let him know of the situation.

Thanks

From: Jody Meyer <jmeyer@co.morgan.co.us>
Sent: Friday, April 17, 2020 2:42 PM
To: CDOT Timothy Bilobran <timothy.bilobran@state.co.us>; Century Link Brian Vance <brian.vance@centurylink.com>; DOW - Devon Lane <devon.lane@state.co.us>; DOW - Todd Cozad <todd.cozad@state.co.us>; Kinder Morgan - Jeff Voltattorni <Jeff.Voltattorni@elpaso.com>; Morgan County Emergency Management <rdoll@co.morgan.co.us>; Northern Colorado Water Conservancy District <jstruble@northernwater.org>; Quality Water - Kay Zarbock <kzarbock@mcqwd.org>; Quality Water - Kent Pflager <kpflager@mcqwd.org>; REA - Kevin Martens <kmartens@mcrea.org>; Soil Conservation - Madeline Hagan Hagan <morganconservationdistrict@gmail.com>; Xcel - Donna George <Donna.L.George@xcelenergy.com>; Wiggins Rural Fire Dept. <wigginsruralfire@gmail.com>; Wiggins Tele - Terry <terry@wigginstel.com>; Tim Amen <tamamen@co.morgan.co.us>; Pam Allen <pallen@co.morgan.co.us>; Cathy Cole-Geist <ccole-geist@co.morgan.co.us>; Danette Martin <djmartin@co.morgan.co.us>; David Martin <dmartin@co.morgan.co.us>; Patricia Morgan <pmorgan@co.morgan.co.us>; Bruce Bass <bbass@co.morgan.co.us>; John Goodman <jgoodman@co.morgan.co.us>; Mel Bustos <melb@nchd.org>; Conner Gerken <connerg@nchd.org>; Wiggins Tele - Casey Quint <caseyquint@wigginstel.com>; jeff.rasmussen@co.usda.gov; TYLER.SEWALD@state.co.us; Schmidt - DNR, Todd <Todd.schmidt@state.co.us>; Tammy Rusch <trusch@ccwcd.org>
Subject: Referral Memo - Eisenach.Toby Minor Sub

Good Morning:

Enclosed you will find a Referral Memo and survey for the Toby Eisenach Special Use which will go before the Planning Commission on May 11, 2020. Call if you have any questions or concerns.

Jody Meyer
Morgan County Planning Assistant
231 Ensign Street, Box 596
Fort Morgan, CO 80701
970-542-3526 office
970-542-3509 fax
jmeyer@co.morgan.co.us

Preview attachment 20200417145236925.pdf

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20200417145236925.pdf

156 KB

4/22/2020

Co.morgan.co.us Mail - Re: Referral Memo - Eisenach.Toby Minor Sub



Applicant. PC. Eisenach SU 26.5.60 05-11-20.docx
95K

Toby Eisenach SU

Leif Stephens

Tax Calculations

Summary

Total	2020 Estimated 4,439.96
-------	----------------------------

Tax Detail

001 - COUNTY GENERAL FUND - Total Levy: 19.453000	
COUNTY GENERAL FUND	996.38
002 - ROAD AND BRIDGE FUND - Total Levy: 7.500000	
ROAD AND BRIDGE FUND	394.15
003 - SOCIAL SERVICES FUND - Total Levy: 2.000000	
SOCIAL SERVICES FUND	102.44
015 - WIGGINS RURAL FIRE DISTRICT - Total Levy: 7.000000	
WIGGINS RURAL FIRE DISTRICT	358.54
018 - MORGAN SOIL CONSERVATION DISTRICT - Total Levy: 0.000000	
MORGAN SOIL CONSERVATION DISTRICT	0.00
019 - CCWCD - WELL AGMT SUB DIST - Total Levy: 9.034000	
CCWCD - WELL AGMT SUB DIST	462.72
023 - CENTRAL COLO WATER CONS - Total Levy: 1.286000	
CENTRAL COLO WATER CONS	65.87
029 - MORGAN COUNTY QUALITY WATER DISTRICT - Total Levy: 0.824000	
MORGAN COUNTY QUALITY WATER	42.21
031 - NORTHERN COLORADO WATER CONSERVANCY DISTRICT - Total Levy: 1.000000	
NORTHERN COLORADO WATER CONS DIST	51.22
033 - WIGGINS COMMUNITY PEST CONTROL DISTRICT - Total Levy: 0.451000	

R# 22022

see also 2nd page →

Tax Calculations

Summary

Total	2020 Estimated 4,439.96
-------	----------------------------

Tax Detail

015 - WIGGINS RURAL FIRE DISTRICT - Total Levy: 7.000000 <u>WIGGINS RURAL FIRE DISTRICT</u>	358.54
018 - MORGAN SOIL CONSERVATION DISTRICT - Total Levy: 0.000000 <u>MORGAN SOIL CONSERVATION DISTRICT</u>	0.00
019 - CCWCD - WELL AGMT SUB DIST - Total Levy: 9.034000 <u>CCWCD - WELL AGMT SUB DIST</u>	462.72
023 - CENTRAL COLO WATER CONS - Total Levy: 1.286000 <u>CENTRAL COLO WATER CONS</u>	65.87
029 - MORGAN COUNTY QUALITY WATER DISTRICT - Total Levy: 0.824000 <u>MORGAN COUNTY QUALITY WATER</u>	42.21
031 - NORTHERN COLORADO WATER CONSERVANCY DISTRICT - Total Levy: 1.000000 <u>NORTHERN COLORADO WATER CONS DIST</u>	51.22
033 - WIGGINS COMMUNITY PEST CONTROL DISTRICT - Total Levy: 0.451000 <u>WIGGINS COMMUNITY PEST CONTROL DISTRICT</u>	23.10
054 - RE 50 - WIGGINS GENERAL FUND - Total Levy: 24.580000 <u>RE 50 - WIGGINS GENERAL FUND</u>	1,268.99
055 - RE 50 - WIGGINS BOND REDEMPTION - Total Levy: 13.556000 <u>RE 50 - WIGGINS BOND REDEMPTION</u>	694.34
Total	4,439.96



Jody Meyer <jmeyer@co.morgan.co.us>

Eisenach application

1 message

Pam Cherry <pcherry@co.morgan.co.us>
To: Laurie Cromwell <lauriecromwell09@gmail.com>
Cc: Jody Meyer <jmeyer@co.morgan.co.us>

Wed, Apr 8, 2020 at 8:36 AM

Good morning, Laurie.

We have started to review the application for Toby. There are requirements for the Use By Special Review drawing that you will need to look at. At the completion of the review process, a mylar will be required to be submitted that meets the requirements of the attached sections of the regulations.

Let me know if you have any questions.

Pam Cherry, MPA, CFM
Morgan County Planning Administrator
Floodplain Administrator
231 Ensign Street; Box 596
Fort Morgan, CO 80701
970-542-3526
pcherry@co.morgan.co.us



Special Use drawings.pdf
177K

mailed 4-17-20
Jm



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

April 17, 2020

Dear Neighboring Landowners:

Toby Eisenach as applicant and Leif Stephens as landowner have submitted an application to our office for a Special Use Permit to operate a commercial shop and storage, commercial trucking and heavy equipment parking and maintenance for Toby's Oilfield Service equipment located in the S½, S½, NW¼ of Section 1, Township 3 North, Range 60 West of the 6th p.m., Morgan County, Colorado.

This application will be heard by the Planning Commission at a public hearing on **May 11, 2020 at 7:00 P.M using the Zoom platform. Due to the closing of County buildings, this meeting will be held virtually. Please do not come to the County building for the hearing.**

To participate in Public Hearings you may connect via Zoom Conferencing Access Information at: <https://zoom.us/j/98930710846>

Or you may listen and participate via phone at 1-646-558-8656 Meeting ID: 989 3071 0846

Please monitor the Morgan County website for any changes to the meeting format or phone the office at 970-542-3526 closer to the day of the hearing. You can email questions or comments that you would like presented at the meeting to pcherry@co.morgan.co.us or call the office.

If you would like to review any of the documents that are part of this application or have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526.

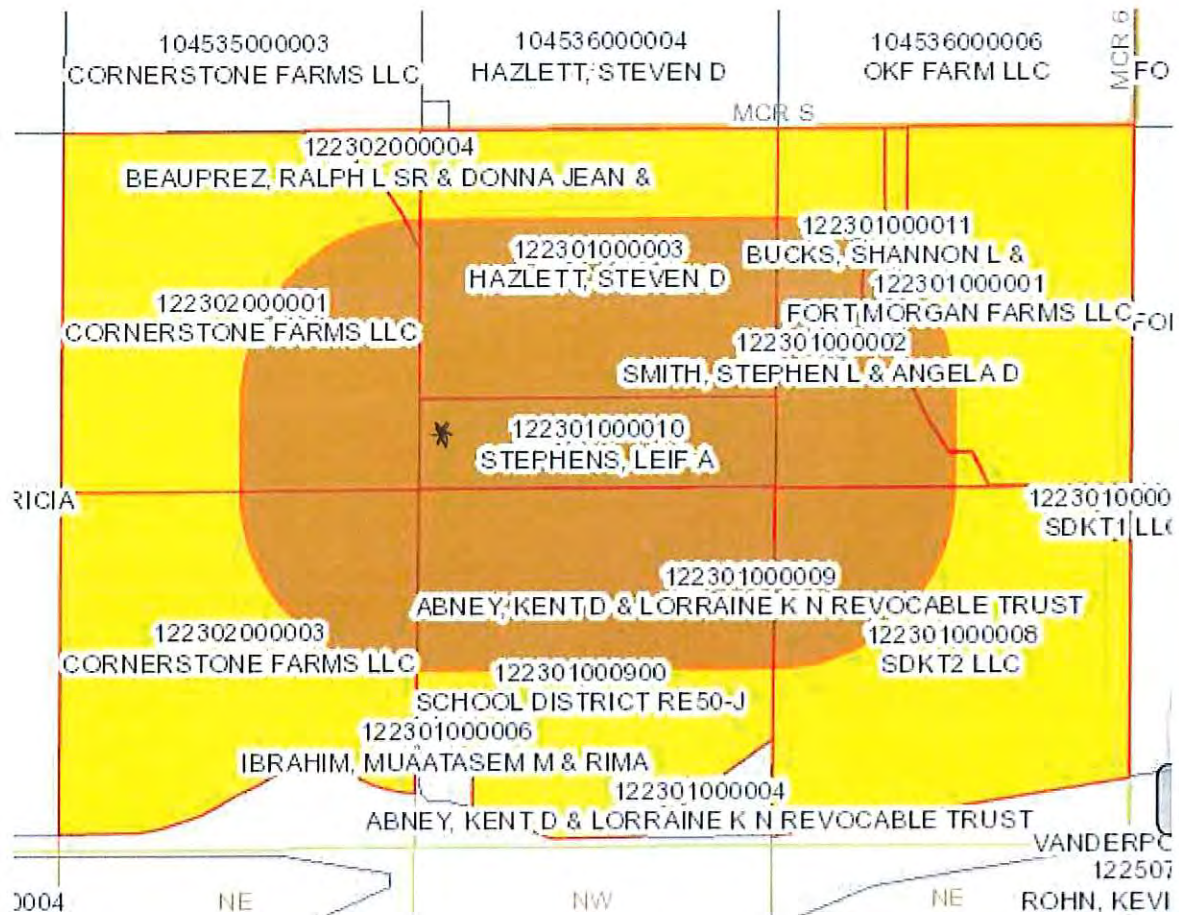
Sincerely,

Pam Cherry, CFM
Planning Administrator

Enclosure

Eisenach

1,320' NOTIFICATION AREA



STEPHENS, L FRANK & MILDRED O
518 W 7TH AVE
FORT MORGAN, CO 80701

STEPHENS, ALEJANDRA
720 LAKE ST
FORT MORGAN, CO 80701

STEPHENS, DIANNE M
913 ALTA MAE ST
FORT MORGAN, CO 80701

STEPHENS, LEIF A
329 E PLATTE AVE
FORT MORGAN, CO 80701

CORNERSTONE FARMS LLC
P O BOX 503
WIGGINS, CO 80654

FORT MORGAN FARMS LLC
5821 CO RD 54
BELLVUE, CO 80512

BUCKS, SHANNON L &
MONROE, TRAVIS J
5670 CO RD S
WIGGINS, CO 80654

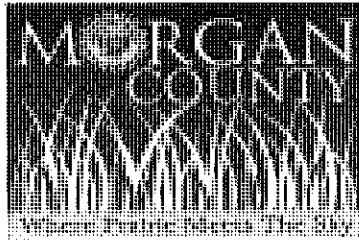
SMITH, STEPHEN L & ANGELA D
5597 CO RD S
WIGGINS, CO 806549413

ABNEY, KENT D & LORRAINE K N REVOCABLE TRUST
30 SAN JUAN ST
LOS ALAMOS, NM 87544

BEAUPREZ, RALPH L SR & DONNA JEAN &
BEAUPREZ, RALPH L JR & TAMMY
6791 CO RD U
WIGGINS, CO 80654

HAZLETT, STEVEN D
P O BOX 217
WIGGINS, CO 80654

SDKT2 LLC
17502 HWY 34
FORT MORGAN, CO 80701



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

April 21, 2020

Epic Design & Consulting, LLC - *email 4-22-20*

main 4-22-20
Toby Eisenach
6 Trailside Drive
Fort Morgan, CO 80701

main 4-22-20
Leif Stephens
329 E. Platte Ave.
Fort Morgan, CO 80701

Dear Applicant/Landowner:


Your Application for a Special Use permit has been received by our office and placed on the agenda for the Morgan County Planning Commission.

This application will be heard by the Planning Commission at a public hearing on **Monday, May 11, 2020 at 7:00 P.M using the Zoom platform. Due to the closing of County buildings, this meeting will be held virtually. Please do not come to the County building for the hearing.**

To participate in Public Hearings you may connect via Zoom Conferencing Access Information at: <https://zoom.us/j/98930710846>

It is necessary that you or your representative be present at this hearing using the Zoom Platform to answer any questions the Morgan County Planning Commission may have. Do not hesitate to contact us at any time if you have questions.

Sincerely,


Pam Cherry
Planning and Floodplain Administrator



Jody Meyer <jmeyer@co.morgan.co.us>

Planning Commission

1 message

pcherry@co.morgan.co.us <pcherry@co.morgan.co.us>

Tue, Apr 21, 2020 at 3:17 PM

Reply-To: pcherry@co.morgan.co.us

To: pcherry@co.morgan.co.us, sshields@co.morgan.co.us, jmeyer@co.morgan.co.us

PC zoom meeting info**Planning Commission**

When Mon May 11, 2020 7pm – 8pm Mountain Time - Denver

Who • pcherry@co.morgan.co.us - organizer

You are invited to a Zoom webinar.

When: May 11, 2020 07:00 PM Mountain Time (US and Canada)

Topic: Planning Commission Meeting - 5/11/2020

Please click the link below to join the webinar:

<https://zoom.us/j/98930710846>

Or iPhone one-tap :

US: +13462487799,,98930710846# or +16699009128,,98930710846#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 301 715 8592

Webinar ID: 989 3071 0846

International numbers available: <https://zoom.us/j/98930710846>