



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION
FILE SUMMARY**

April 5, 2020

April 13, 2020 hearing date

**APPLICANT: Kelly Stuhr
LANDOWNERS: Ray A Pauly**

This application is for a Minor Subdivision in the SW¹/₄ of Section 13, T5N, R60W of the 6th P.M. Morgan County, Colorado. The property currently platted as Lot 1 in the Barras Minor Subdivision on the northeast corner of Morgan County Road 5/Highway 39 and Morgan County Road BB.

Kelly Stuhr, as applicant, requesting approval of a minor subdivision that will replat the 10 acre Lot 1 of the Barras minor subdivision, a planned development, into two lots of approximately 5 acres each. Proposed Lot 1 has an existing shed on it that will meet the setback requirements of the Agriculture Production zone district. Proposed Lot 2 has an existing home, garage and shed that will all meet the setback requirements. The parcel is identified as # 0971-130-01-001 and addressed as 27027 County Road 5.

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 - 5 acres	Lot 2 - 5 acres
Water	Quality Water Tap – #3016 approved	Quality Water Tap – #1819
Septic	NE Colo Health – no objection new septic	NE Colo Health – no objection Septic #M98-096
Access (2)	Road and Bridge – ok new	Road and Bridge – ok existing
Fire	Wiggins Rural Fire	Wiggins Rural Fire
Soil map	Provided	Provided
Ext Svc	1 animal unit/acre regulations	1 animal units/acre regulations
Minerals	Mineral rights, notification complete	Mineral rights, notification complete
R-T-F	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 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 minor subdivisions in the immediate area and distance, no need to buffer similar land use and size of lots.

All appropriate notice requirements have been completed with no comments received as of April 5, 2020. Sixteen property owners within 1,320 feet were notified of the application; there have not been comments, either in favor or opposed. Twenty referral agencies were notified of the application, no objections have been received.

I would like Planning Commission to make a motion of approval, denial or approval with conditions on this application to be referred to the County Commissioners for final determination.

Pam Cherry

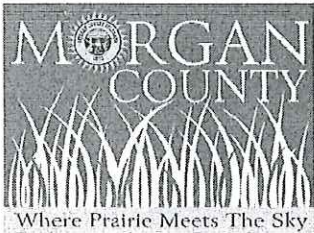
Pam Cherry
Morgan County Planning Administrator

	Morgan County 231 Ensign, Fort Morgan, CO 80701 (970) 542-3526 Fax (970) 542-3509	Minor Subdivision Permit
		MS2020-0003

For Inspections: (970) 542-3526

Date issued: 03/09/2020 Expiration Date: 9/5/2020 Job Site Address: 27027 CO RD 5 WELDONA, Morgan County, CO 80653 Category: Planning Permit Type: Minor Subdivision Permit Valuation: \$0.00	Property Owner: Ray Pauly Mailing Address: 27027 CO RD 5 WELDONA Morgan County, CO 80653 Phone: (970) 645-2128 Email:																
Description of Work: 2 five acre lots from a ten acre lot.																	
Subdivision: Parcel ID: 097113001001 Filing: Lot: Block: Total Sq Ft:	<table border="1"> <tr> <td colspan="4">Required Setbacks:</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="4">Actual Setbacks:</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Required Setbacks:								Actual Setbacks:							
Required Setbacks:																	
Actual Setbacks:																	
Contractors:	<table border="1"> <tr> <td>Fee Items</td> <td>Amount</td> </tr> <tr> <td>Minor Subdivision Up to 10.9 acres</td> <td>\$550.00</td> </tr> <tr> <td align="right">Total:</td> <td>\$550.00</td> </tr> </table>	Fee Items	Amount	Minor Subdivision Up to 10.9 acres	\$550.00	Total:	\$550.00										
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Total:	\$550.00																
<p align="center">NOTICE</p> <p>The applicant, his agents and employees of, shall comply with all the rules, regulations and requirements of the County Zoning Regulations and Building Codes governing all aspects of the above proposed work for which the permit is granted. The County or its agents are authorized to order the immediate cessation of construction at anytime a violation of the codes or regulations appears to have occurred. Violation of any of the codes and regulations applicable may result in the revocation of this permit. Buildings MUST conform with the submitted and approved plans. Any changes of plans or layout must be approved prior to the changes being made. Any change in the use or occupancy must be approved prior to commencement of construction. Construction not commenced within 180 days of permit issuance voids this permit. Cessation of work for periods of 180 continuous days shall also void this permit. Permits are not transferable. Morgan County and any of its contractors are not liable for workmanship. Issuance of a Building or Zoning permit does not guarantee your project is in compliance with covenants that may be in place on your property.</p>																	
<table border="1"> <tr> <td>Signature of Applicant/Date</td> <td>Building Department Signature/Date</td> </tr> </table>		Signature of Applicant/Date	Building Department Signature/Date														
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MUST BE POSTED ON JOB SITE



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 Kelly Stuhr

Address 12465 Troy St Henderson CO 80640

Phone (303-995-4141)

Email: KELLY.STUHR@CUANSCHUTZ.EDU

LANDOWNERS

Name Ray A Pauly

Address 27027 County Rd #5 Weldona, CO 80653

Phone (970-645-2128)

Email None

TECHNICAL

Address/Location of Property: 27027 County Rd #5 Weldona, CO 80653 Zone District: A

Complete Property Legal Description and Parcel # to be divided: **SUBD: BARRAS MINOR SUB, WE (13-5-60) LOT: 01 S: 13 T: 5 R: 60 PARC S1/2W1/2SW1/4**

Parcel #: 0971-130 -01 -001

Total acreage in parcel: 10 Number of lots to be created: 2 X 5 Acre Lots

Distance and Direction to nearest community: Approximately 6 miles North West of Weldona

Name, address and phone of surveyor: Robert Thomas, PLS, Thomas Land Surveying, LLC, 2619 West 11th Street Road, Suite 24, Greeley, CO 80634 (970)222-3311

Present use of Property: Residential

Proposed use of Property: Residential

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.

[Signature] 3/2/2020
Applicant Signature Date

[Signature] MAR. 2, 2020
Landowner Signature Date

Applicant Signature Date

Landowner Signature Date

Date Received 3-2-20 Received By SShields Fee Payment \$ 550⁰⁰ Ck/CC # 7931

Recording Fee \$ _____ Ck/CC # _____

Property Taxes _____ Floodplain _____ Paid By Kelly Stuhr

Comments _____

MS Permit # MS2020-0003



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

MINOR SUBDIVISION ATTACHMENT SCHEDULE

- ☒ Schedule A: Proof of ownership: current, within last 6 months, title insurance commitment or Ownership & Encumbrance (O&E).
- ☐ 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: Notification to all mineral rights owners and/or lessees. Provide names and address, copy of letter sent 30 days prior to submission or a list owners/lessees showing 3 sources of attempts to locate.



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

- ☒ 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)
- | | | |
|-------------------------------------|--|-----------|
| <input type="checkbox"/> | Administrative Review | \$300.00 |
| <input checked="" type="checkbox"/> | Up to 10.90 acres | \$550.00 |
| <input type="checkbox"/> | 11 - 20.9 acres | \$575.00 |
| <input type="checkbox"/> | 21 - 30.9 acres | \$600.00 |
| <input type="checkbox"/> | 31 - 40.9 acres | \$625.00 |
| <input type="checkbox"/> | 41 + acres | \$650.00* |
| <input type="checkbox"/> | * Plus \$15.00 per 40 acres or fraction thereof in excess of 60 acres. | |
- ☐ Schedule T: ☐ # Application sets ☐ Digital Copy of Application
- ☐ Schedule U: Plat map recording fee of \$13.00 for first page and \$10.00 per page thereafter. (made payable to Morgan County Clerk & Recorder)
- ☐ Schedule V: 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 W: 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 Recorders 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.

NORTHERN COLORADO TITLE SERVICES CO., INC.

130 W. KIOWA AVE., FORT MORGAN, COLORADO 80701

Phone No. 970-867-0233 Fax No. 970-867-7750

DATE: January 6, 2020

ORDER #: NCT21974

PROPERTY ADDRESS: 27027 COUNTY ROAD 5, WELDONA, COLORADO, 80653

OWNER/PURCHASER: RAY A. PAULY
TO BE DETERMINED

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

____ To:

ATTN:

Fax#:

____ To: KELLY STUHR
720-635-1580-CHARLIE

ATTN:

Fax#:



To: CHARLES TUTTLE
charles.tuttle@comcast.net

ATTN:

Fax#:

ATTN:

Fax#:

____ To:

ATTN:

Fax#:

ATTACHED PLEASE FIND THE FOLLOWING ITEM(S) IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ATTACHED DOCUMENTATION, PLEASE CONTACT LINDA, SHARON, LISA OR SHERYL. FOR CLOSING ASSISTANCE, PLEASE CONTACT LINDA OR LISA. WE APPRECIATE YOUR BUSINESS VERY MUCH AND LOOK FORWARD TO SERVING YOU IN THIS TRANSACTION.

E-MAIL ADDRESS FOR CLOSING DOCUMENTS: CLOSING@NCTS.COM

HAVE A WONDERFUL DAY!!!

✓
____ COMMITMENT
AMT DUE IS ON SCHEDULE A (INVOICE)

____ OWNERS TITLE POLICY

____ PROPERTY REPORT
-AMT DUE IS ON PROPERTY REPORT (INVOICE)

____ MORTGAGEES TITLE POLICY

____ MORTGAGE/FORECLOSURE GUARANTY

____ DOCUMENTS

____ SURVEY/ILC

____ OTHER / INVOICE

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.

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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File No.:

008-UN ALTA Commitment For Title Insurance 8-1-16

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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

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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stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Countersigned by:

Authorized Countersignature


NORTHERN COLORADO TITLE SERVICES

Company Name

FORT MORGAN, CO

City, State





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.

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AMERICAN
LAND TITLE
ASSOCIATION



	Title Insurance Commitment
	ISSUED BY Stewart Title Guaranty Company
Schedule A	

ALTA® Universal ID: 0044474
Commitment/File No: NCT21974
Property Address: 27027 COUNTY ROAD 5, WELDONA,
COLORADO, 80653

Effective Date: January 3, 2020 at 8:00 a.m.
Issuing Office: NORTHERN COLORADO TITLE
SERVICES CO., INC.

1. Policy or Policies to be issued:

OWNERS:	AMOUNT	PREMIUM
[X] ALTA® 2006 Owner's Policy	STO BE DETERMINED	\$200.00

Proposed Insured: TO BE DETERMINED

LOAN:

[X] ALTA® 2006 Loan Policy

Other Charges:

PAID CASH 1/6/2020- THANK YOU \$-200.00

TOTAL DUE: \$ 0.00


NOTE: A Minimum Fee of \$110.00 will be charged if file is cancelled.

2. On the effective date hereof, the estate described herein to be insured is **fee simple**, and is vested in:

RAY A. PAULY

3. The land referred to in the Commitment is described below or in Schedule C:

Lot 1, BARRAS MINOR SUBDIVISION PLAT, according to the recorded plat thereof, Morgan County, Colorado,
and commonly known as (for informational purposes only): **27027 COUNTY ROAD 5, WELDONA, COLORADO, 80653**

	Title Insurance Commitment
Schedule BI	ISSUED BY Stewart Guaranty Title Company

**SCHEDULE B - SECTION I
REQUIREMENTS**

Commitment No: NCT21974

The Following are requirements to be complied with; otherwise to be shown as exceptions in the policy:

A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured, and for any estate or interest necessary to create the estate or interest to be insured described in this Commitment.


B. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

C. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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, to wit:

1. Proper Deed from RAY A. PAULY to TO BE DETERMINED, conveying the land described herein.
2. Dollar amount of Policy coverage must be provided to the Company.
3. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

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

	Title Insurance Commitment ISSUED BY Stewart Title Guaranty Company
Schedule BII	

**SCHEDULE B-SECTION II
EXCEPTIONS**

Commitment No: **NCT21974**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against loss or damage by reason of the following:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

ADDITIONAL EXCEPTIONS

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.

8. Reservation as contained in United States Patent recorded **OCTOBER 26, 1911** in Book 82 at Page 125 as follows:
Right of way for ditches or canals constructed by the authority of the United States.
9. Right of way for ROAD purposes as specified in ROAD PETITION recorded **APRIL 23, 1902** in Book 15 at Page 80, said road to be not less than 60 feet in width.
10. **JACKSON LAKE RESERVOIR** and rights of way therefor, as evidenced by Map and Sworn Statement recorded **JULY 6, 1903** in File No. 51.

Commitment Schedule B-II

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11. **THE RESERVOIR CANAL** and rights of way therefor, as evidenced by Map and Sworn Statement recorded JULY 1, 1895 in File No. 17.
12. **PAWNEE PASS RESERVOIR SYSTEM**, consisting of Reservoir, Canal No. 1 and 2 and Orchard Reservoir and Jackson Lake Reservoir and rights of way therefor, as evidenced by Map and Sworn Statement recorded January 29, 1896 in File No. 18.
13. **PAWNEE PASS RESERVOIR AND IRRIGATION CO** and rights of way therefor, as evidenced by Map and Sworn Statement recorded AUGUST 8, 1895 in File No. 124.
14. **S.J. COOK SEEPAGE DITCH** and rights of way therefor, as evidenced by Map and Sworn Statement recorded APRIL 28, 1925 in Map Book 3 at Page 40.
15. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by Thomas J. Mylander and PR of Estate of Mae Mylander in the instrument to John P. Deganhard and Elizabeth M. Deganhart recorded July 11, 1979 in Book 794 at Page 579, and any and all assignments thereof or interests therein.
16. Terms, conditions, provisions, agreements, burdens and obligations as contained in Agreement between Fort Morgan Reservoir and Irrigation Company and City of Fort Morgan recorded June 6, 1996 in Book 995 at Page 552.
17. Oil and Gas Lease between ELAINE MYLANDER WIND and BASELINE MINERALS INC., recorded JANUARY 9, 2009 at Reception No. 853485, and any and all assignments thereof or interests therein. NOTE: 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. Oil and Gas Lease between HELEN MAE SLONAKER and PRIMA EXPLORATION INC, recorded OCTOBER 14, 2010 at Reception No. 864385, and any and all assignments thereof or interests therein. NOTE: 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.
19. Oil and Gas Lease between CAROL M. KELLEY and PRIMA EXPLORATION INC, recorded DECEMBER 9, 2010 at Reception No. 865722, and any and all assignments thereof or interests therein. NOTE: 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. Oil and Gas Lease between MARILOU M. BUTLER and PRIMA EXPLORATION INC, recorded APRIL 1, 2011 at Reception No. 867812, and any and all assignments thereof or interests therein. NOTE: 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. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.
22. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.
23. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; AND (C) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 9, 1992 IN BOOK 947 AT PAGE 824; and (D) COLORADO INTERSTATE GAS COMPANY, RECORDED JULY 26, 1984 IN BOOK 858 AT PAGE 228.

Commitment Schedule B-II

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17. Rights of way and easements as now established and used, including but not limited to roads, ditches, pipe lines, power lines, telephone lines and reservoirs. NOTE: This exception will be modified or deleted upon receipt by the Company of a survey or an improvement location certificate, acceptable to the Company.

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B-Section 1 and a Schedule C (if applicable) with matching Numbers.

**SCHEDULE B – SECTION 2
CONTINUED**

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 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 entity conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- 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: Pursuant to Colorado Division of Insurance Regulations 8-1-1, 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 material-men 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 un-filed mechanic's and material-men'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.

Commitment Schedule B-II

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Insurance Regulation 8-1-3, this is notification of the availability of Title Closing Protection Letters written by Stewart Title Guaranty Company.

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.

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 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, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

WHAT DO/DOES THE NORTHERN COLORADO TITLE SERVICES CO., INC. 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 Northern Colorado Title Services Co., Inc. (NCT) and its affiliates, 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, 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.	No	We don't share
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	No	We don't share
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/does NCT Notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does NCT 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/does NCT 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: 130 W. Kiowa Ave., Fort Morgan, Colorado 80701 (970)-867-0233

Current Property Owner is:

Ray A Pauly

27027 County Rd #5

Weldona, CO. 80463

Phone# 970-645-2128



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

February 25, 2020

Ray Pauly
27027 MCR 5
Weldona, CO 80653

Dear Mr. Pauly:

Northeast Colorado Health Department (NCHD) has no objection to the Pauly Minor Sub-division consisting of two lots located in the SW¼ of Section 13, Township 5N, Range 60W of the 6th P.M., Morgan County, Colorado. Total acres involved are approximately 10.00.

Lot one will be approximately 5.0 acres, with a shed. Potable water will be served by the Morgan County Quality District.

Lot two will be approximately 5.0 acres, with an existing house and OWTS located at 27027 MCR 5 (Permit # M-98-096). Potable water is served by the Morgan County Quality District.

Prior to building on lot one and if the OWTS should fail on lot two, 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 and other septic systems. If there are any questions please call me at (970) 867-4918 ext. 2262

Sincerely,

A handwritten signature in dark ink, appearing to read "Melvin Bustos".

Melvin Bustos
Environmental Health Manager
Northeast Colorado Health Department

Cc: Charles Tuttle
Rapid Appraisal Group LLC

NORTHEAST COLORADO HEALTH DEPARTMENT

700 Columbine Street
Sterling, CO 80751
Phone: 970/522-3741

228 West Railroad Avenue
Fort Morgan, CO 80701
Phone: 970/867-4918

APPLICATION FOR A PERMIT TO INSTALL OR REPAIR
AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM
(please print or type)

Owner STEVE BARRAS
Current Address 27027 MCRS
City WELDONA State CO County MORGAN Zip 80653
Phone (970) 645-9939
Address of Proposed System 27027 MCRS
City WELDONA State CO County MORGAN Zip 80653
Subdivision: Lot _____ Block _____ Filing _____
Legal Description of Property: Points SW14 Section 13 Township 5 Range 60
Size of Property in acres 80
Type of Building: (Residence, Office, etc.) RESIDENCE
New building: ☒ Yes ☐ No Replacement of existing septic tank or leach field: Yes ☐ No ☒
Number of Bedrooms 3
Basement Plumbing: Yes ☒ No ☐
Type of Water Supply: Public System Private Well

Applicant certifies all information to be true and correct to the best their knowledge.

Owner's Signature or Agent with
Written Permission to Sign for Owner John L Barras Date 11-4-98

FOR OFFICE ONLY

Application Number M-98-096
New System X
Repair System _____

Fee 275
Received by OB
Date 11-4-98

Permit No. M98-096

NORTHEAST COLORADO HEALTH DEPARTMENT
PERMIT
TO INSTALL, ALTER, REPAIR OR MODIFY AN
INDIVIDUAL SEWAGE DISPOSAL SYSTEM

Owner Steve Barras Date 11/18/98
Address of Property 27027 MCR 5 Phone 645-9939
(valid at this address)

From information submitted on the application and data from the site evaluation form, the following installation specifications are agreed upon between the applicant and the Northeast Colorado Health Department and shall be located and installed as proposed and accepted in the plot plan drawing.

Septic Tank 1500 gallons Type of Absorption french # of infiltrators 24 # of trenches 2

In addition, this permit is subject to the following terms and condition, (1) maximum depth to the bottom of the excavated trench is 36 inches for leach system:

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 Individual Sewage Disposal 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.

Rich Schutte Date 11/18/98
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 (NCHD); or when authorized by NCHD, the System Contractor or Engineer may certify installation of the system as set forth in the permit conditions.

Final Inspection Approval Rich Schutte Date 11/23/98
NCHD Representative

Certification Authorized by _____ Date _____ Time _____
NCHD Representative

Certification of Installation by:

Systems Contractors/Engineer License Number _____

The issuance of this permit does not imply compliance with other state, county, or local regulatory or building requirements, nor shall it act to certify that the subject system will operate in compliance with applicable state, county, 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).

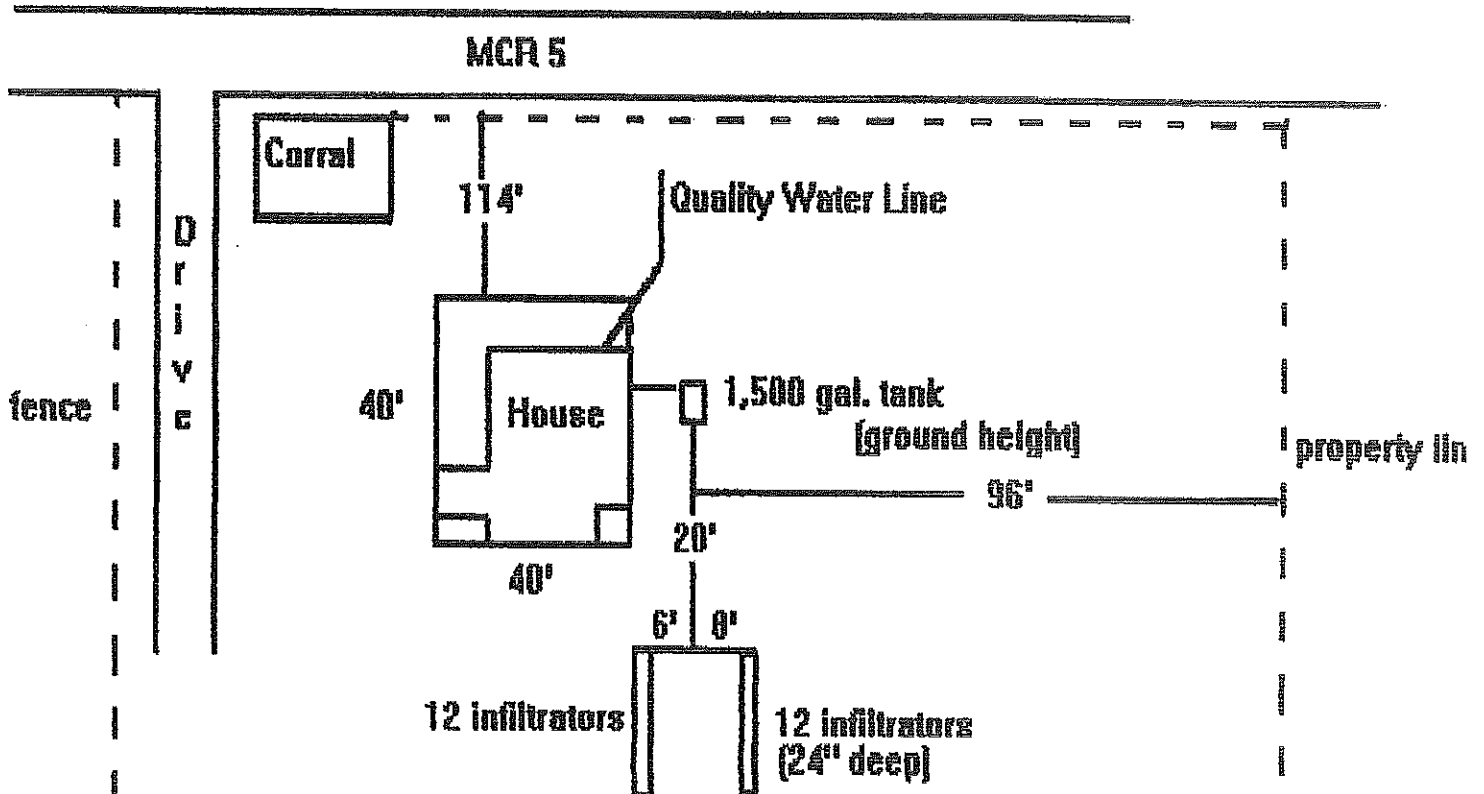
Steve Barras

M38-096

27027 CR5, Weldon 80653

Contractor Don Jones

Measurements of system itself provided by contractor, system covered
before a final could be done.



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

Tap #**3016**
Eng. #**2020-01-Node**
1910
Account #**005384**

NAME OF CUSTOMER Ray Pauly
BILL TO ADDRESS: 27027 County Road 5, Weldona, CO 80653
TELEPHONE #: 970-645-2128

Customer contract for Residential X, Multi-family Residential _____, or Commercial Potable _____ 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	\$9,500	\$32,000	\$41,500	N/A	N/A	\$32,000	\$9,500
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 property owned by Customer ("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 30 days from the expiration of said time periods and the total amount paid toward the total tap fee less engineering costs shall be refunded.

D. The tap, including the right to receive water service, shall be assigned and appurtenant to Property described on the attached Engineering Study, Exhibit A located in Parcel in the S1/2W1/2SW1/4 Section 13, Township 5 North, Range 60 West, _____, Parcel _____. The tap cannot be sold or conveyed separate from the Property 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 Property 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 the tap shall be considered abandoned.

I. Customer 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. The minimum payment 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, and failure of the 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 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. Residential taps shall not be used to serve more than one single-family residence on the Property, plus restrooms in non-residential outbuildings on the Property, for each Tap Equivalent associated with the residential tap. The District may require purchase of additional Tap Equivalents if the demand exceeds 0.7 acre feet per calendar year per Tap Equivalent in more than two consecutive years.

L. The raw water fee for commercial potable and multi-family residential 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 ("overage") in any two consecutive years, then the District shall notify the Customer of the overage. Within 60 days after notice is given, Customer and the District shall take sufficient measures approved by the District to prevent future overages. The District may require installation of a flow reduction valve at the expense of Customer to prevent future overages. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District, the District in its sole discretion may allow the Customer to purchase additional Tap Equivalents to increase the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. 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.

N. 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 District does not guarantee an uninterrupted supply of water. Water service may be limited or interrupted at any time for many reasons, such as emergencies, events beyond the District's control, and repairs, maintenance, and improvements or replacement of the main lines or other portions of the system. The pressure and flow rates within the system vary depending upon location and season and other factors. 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.

O. 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.

P. 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.

Q. 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.

R. Failure of the District to enforce any provision of this contract or any of the District's rules or regulations shall not give rise to any claim or defense of laches, waiver, or estoppel.

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


Dated: February 5, 2020

MORGAN COUNTY QUALITY WATER DISTRICT



General Manager

CUSTOMER



MORGAN COUNTY QUALITY WATER DISTRICT
P.O. BOX 1218
FORT MORGAN, CO 80701

TAP ASSUMPTION

I/We, Ray Pauly, have purchased the premises upon which Tap Number 1819 of the Morgan County Quality Water District is located and wish to assume future responsibility for said tap.

I/We have examined the terms of the original tap agreement signed by Johnene Barras, dated November 16, 1998, and agree to be bound by the provisions contained therein.

Ray A. Pauly
New Tapholder Signature

27027 RD. 5
Address
WELDONA CO 80653
City State Zip Code

Phone 645-2128

I hereby relinquish rights to Tap Number 1819 of the Morgan County Quality Water District.

Previous Tapholder Signature

Effective Date of Transfer 03-26-01

Back Payments Due -0-

Disposition of Charges for Current Month March #16.25

APPROVED: Diane Roney
Morgan County Quality Water District

CONTRACT FOR SERVICE

1819

6/95

NAME Steve and Johnene Barras BILL TO _____
 ADDRESS 27027 Rd 5 _____
Weldona, Co 80653 PHONE 645-9939 PHONE _____

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

A. Base Tap Fee and Charge

SIZE	COST	BASE NUMBER
/X/ 3/4 X 5/8"	\$ 3,500	1
// 3/4"	5,250	2
// 1"	10,500	4
// 1 1/2"	26,775 (must be approved by Board	9
// 2"	53,375 (must be approved by Board	
* The above base tap fee and charge includes installation of meter pit, meter and one service line not to exceed 100 feet in length.		

B. Additional charges: A surcharge of \$500 will be assessed in addition to the tap fee for additional taps in excess of base. Any additions to furnish service other than those included in "A" will be charged to the undersigned at actual cost plus 10%.

C. All Base Charges and additional charges shall be payable by the undersigned upon approval and billing by the District prior to construction.

The Owner upon the execution hereof shall pay and deposit with the District the sum of \$50.00 as the fee for processing this application which is non-refundable. However, it will be credited to all charges hereunder upon approval of this application by the Board.

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 are situated as follows: W1|2 Sw1|4 Section 13, Township 5N, Range 60W

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

- 1) The undersigned hereby grants unto the MORGAN COUNTY QUALITY WATER DISTRICT, a right of way and easement over and across the lands of the undersigned within said district for the purpose of construction, maintenance and repair of a pipeline for distribution and service of said quality water to the land of the undersigned and others within said district. Here necessary, the undersigned shall furnish for District any other required easements.
- 2) 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.
- 3) That the undersigned will comply with the rules and regulations as from time to time are promulgated by the directors of the MORGAN COUNTY QUALITY WATER DISTRICT.
- 4) The undersigned agrees to continually accept and pay for water service under this contract for a period of four years from the date hereof. In the event of a violation of the undersigned's agreement to accept and pay for said services for said period of time, the undersigned agrees to pay unto the District the sum of \$500 as liquidated damages for said violation plus reasonable attorneys' fees of the District in the event any action is necessary for the collection thereof.
- 5) The District does not guarantee pressure in excess of twenty-five pounds per square inch for customer use at the main line.
- 6) This agreement and contract may not be transferred or assigned without the written approval of the District.

This agreement is binding upon the heirs, legal representatives and assigns of the undersigned, provided, however, this contract is not binding upon the District until approved by the Board of Directors of the District.

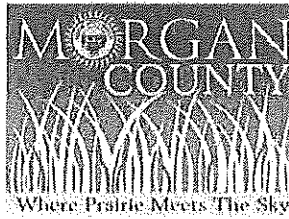
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the 16th day of November, A.D., 19 98.

APPROVED:
MORGAN COUNTY QUALITY WATER DISTRICT

By Diane Dancy

Johnene Barras

OWNER/APPLICANT



Road & Bridge Department

February 12, 2020

Kelly Stuhr
12465 Troy St.
Henderson, CO 80640


Dear Ms Stuhr,

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

S ½ W ½ SW ¼ of Section 13, 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: 40.236757 Latitude
104.027909 Longitude

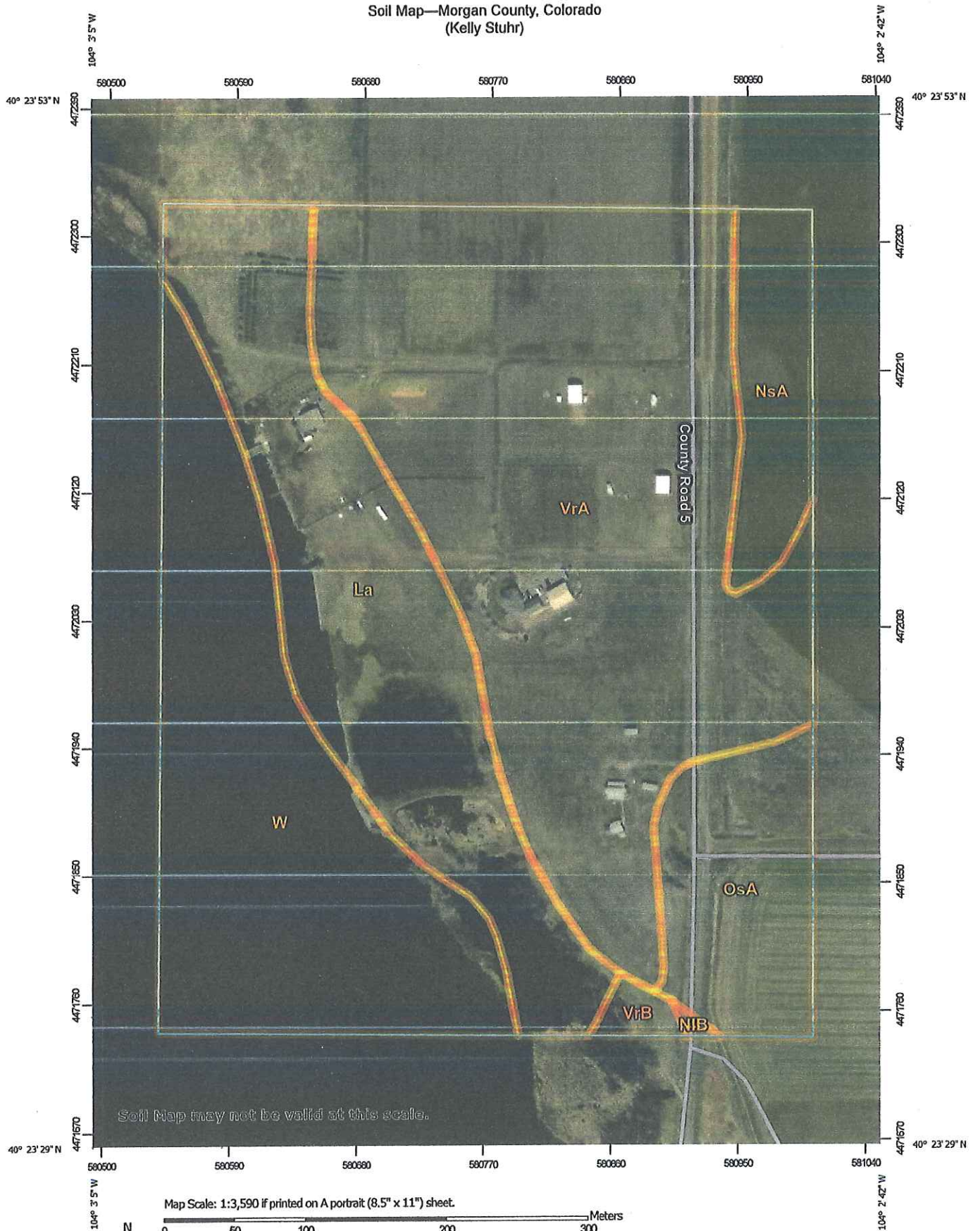
The Maximum width allowed for this driveway is 40 feet. An 18 inch culvert is required and will need to be installed at the landowner's expense. If at a future date, Morgan County determines the culvert needs to be repaired, the landowner will assume all costs; and driveway must meet Morgan County specifications.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

Sincerely,


Richard Early
Bridge Manager

RE/cb

Soil Map—Morgan County, Colorado (Kelly Stuhr)












































Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

1/6/2020
Page 1 of 3

Soil Map—Morgan County, Colorado
(Kelly Stuhr)

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Soils		Stony Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line Features
	Blowout		Water Features
	Borrow Pit		Streams and Canals
	Clay Spot		Transportation
	Closed Depression		Rails
	Gravel Pit		Interstate Highways
	Gravelly Spot		US Routes
	Landfill		Major Roads
	Lava Flow		Local Roads
	Marsh or swamp		Background
	Mine or Quarry		Aerial Photography
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

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 Date: 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
La	Las loam, saline	14.0	21.0%
NIB	Nunn loam, 1 to 3 percent slopes	0.1	0.1%
NsA	Nunn sandy loam, 0 to 1 percent slopes	3.4	5.1%
OsA	Olney sandy loam, terrace, 0 to 1 percent slopes	5.2	7.8%
VrA	Vona sandy loam, terrace, 0 to 1 percent slopes	28.2	42.3%
VrB	Vona sandy loam, terrace, 1 to 3 percent slopes	0.5	0.7%
W	Water	15.3	23.0%
Totals for Area of Interest		66.6	100.0%

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

Ray A Pauly is applying for a Minor Subdivision or Planned
(landowner)
Development consisting of 2 lots totaling 2- 5 acre lots acres. Landowner is

Proposing to allow _____ animal units per acre, or 2 animal units per lot.

Location and/or address of site: 27027 County Rd #5 Weldona, CO 80653

Driving direction from Fort Morgan: East on CQ -144, North on CO RD 5

Date application is due in Planning Dept.: _____

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 _____

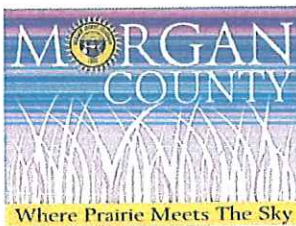
Comments: _____

Signature Martin Esinash Date 2/26/2020

Morgan County

Exhibit J: Land is flat with natural vegetation and grass cover.

Exhibit N: After building any improvements, Lot one will have natural native grass cover.



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

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

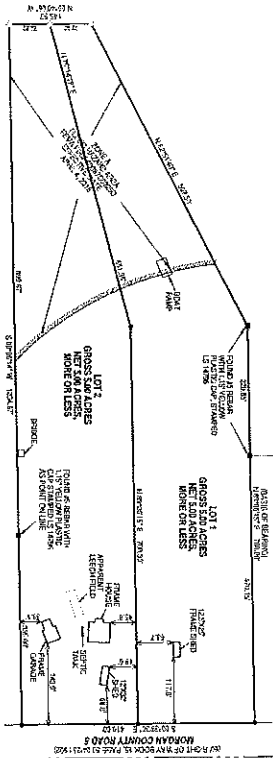
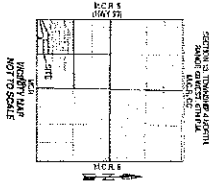
Printed Name

Address

Ray A. Pauly 1-8-'20-
RAY A. PAULY
27027 COUNTY RD. #5
WELDON CO, 80553

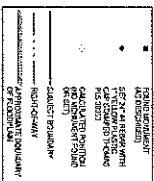
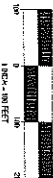
Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.

PAULY MINOR SUBDIVISION
MINOR SUBDIVISION #MS2020-XXXX
PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH,
RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO



EASEMENTS AND RIGHTS-OF-WAY NOTES:
(PROVIDED BY THE RECORDING OFFICE)
1. THE EASEMENTS AND RIGHTS-OF-WAY NOTED ON THIS MAP ARE THE PROPERTY OF THE RECORDING OFFICE AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
2. THE EASEMENTS AND RIGHTS-OF-WAY NOTED ON THIS MAP ARE THE PROPERTY OF THE RECORDING OFFICE AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

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BASIS OF BEARING

THE BEARING OF THE SUBDIVISION LINES IS BASED ON THE BEARING OF THE SUBDIVISION LINES AS SHOWN ON THE MAP. THE BEARING OF THE SUBDIVISION LINES IS BASED ON THE BEARING OF THE SUBDIVISION LINES AS SHOWN ON THE MAP.

FLOODPLAIN CERTIFICATE

THE RECORDING OFFICE HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN. THE RECORDING OFFICE HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN.

CERTIFICATE OF OWNERSHIP

THE RECORDING OFFICE HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN. THE RECORDING OFFICE HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN.

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SURVEYOR'S NOTES:

THE SURVEYOR HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN. THE SURVEYOR HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN.

COMMISSIONER'S CERTIFICATE

THE COMMISSIONER HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN. THE COMMISSIONER HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN.

SURVEYOR'S CERTIFICATE

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CLERK AND RECORDERS CERTIFICATE

THE CLERK AND RECORDERS HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN. THE CLERK AND RECORDERS HAS REVIEWED THE FLOODPLAIN MAP FOR THE SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS NOT IN A FLOODPLAIN.

February 24, 2020

Marilou M. Butler
838 Fairview Ave, Apt D
Arcadia, CA 91007

To whom it may concern,

I am writing to inform you of the subdivision of a parcel of land currently owned by Ray A. Pauly, located at 27027 County Road 5, Weldona, Morgan County CO 80653-9409 with the current legal description of: SUBD: BARRAS MINOR SUB, WE (13-5-60) LOT: 01 S: 13 T: 5 R: 60 PARC S1/2W1/2SW1/4. A title search has indicated that you may hold ownership of mineral rights for this property.

The property is being subdivided into two, five acre residential parcels. Currently, the lot is a ten acre residential parcel.

Please feel free to contact me with any questions or concerns.

Sincerely,

Kelly Stuhr
12465 Troy ST
Henderson, Co 80640
303-995-4141

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

ARCADIA, CA 91007

Certified Mail Fee \$3.55

Extra Services & Fees (check appropriate boxes)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$8.95

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

PS Form 3800, April 2015 Edition (PSN 7530-02-000-9000)

7019 1640 0001 4235 2216

OFFICIAL USE

0231
07

Postmark
Here

02/26/2020

USPS

February 24, 2020

Elaine Mylander Wind
81450 24th Ave
Greeley, CO 80634

To whom it may concern,

I am writing to inform you of the subdivision of a parcel of land currently owned by Ray A. Pauly, located at 27027 County Road 5, Weldona, Morgan County CO 80653-9409 with the current legal description of: SUBD: BARRAS MINOR SUB, WE (13-5-60) LOT: 01 S: 13 T: 5 R: 60 PARC S1/2W1/2SW1/4. A title search has indicated that you may hold ownership of mineral rights for this property.

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Kelly Stuhr
12465 Troy ST
Henderson, Co 80640
303-995-4141

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com
GREELEY, CO 80634

Certified Mail Fee	\$3.55	
Extra Services & Fees (check box, add fee)	\$9.95	0231 07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	02/26/2020
Total Postage and Fees	\$6.95	02/26/2020

Sent to _____
 Street and Apt. No., or P.O. Box No. _____
 City, State, ZIP+4[®] _____

PS Form 3800, Jan 2010 (PSN 7530-02-000-9000) See instructions

7019 1640 0001 4235 2209

Morgan County Treasurer

Statement of Taxes Due

Account Number R011886

Parcel 097113001001

Assessed To

PAULY, RAY A
27027 CO RD 5
WELDONA, CO 80653

Legal Description

Subd: BARRAS MINOR SUB, WE (13-5-60) Lot: 01 S: 13 T: 5 R: 60 PARC S1/2W1/2SW1/4

Situs Address

27027 CO RD 5

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2019	\$984.20	(\$9.68)	\$0.00	\$0.00	(\$487.26)	\$487.26
Total Tax Charge						\$487.26
First Half Due as of 03/03/2020						\$0.00
Second Half Due as of 03/03/2020						\$487.26

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

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$413.76	SINGLE FAMILY - LAND	\$74,350	\$5,320
ROAD AND BRIDGE FUND	7.5000000	\$159.52	SINGLE FAMILY - IMPS	\$223,030	\$15,950
SOCIAL SERVICES FUND	2.0000000	\$42.54	Total	\$297,380	\$21,270
WIGGINS RURAL FIRE DIST	7.0000000	\$148.89			
MORGAN CO QUALITY WATER	0.8240000	\$17.53			
NORTHERN COLO WATER CD	1.0000000	\$21.27			
RE 20-J WELDONA GENERAL FUN	27.4910000	\$584.73			
RE 20-J WELDONA BOND REDEMP	3.7500000	\$79.76			
Taxes Billed 2019	69.0180000	\$1,468.00			
Senior		(\$493.48)			
Net Taxes Billed for 2019		\$974.52			

*****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: www.colorado.gov/morgancounty

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

Notice is hereby given that on Monday, April 13, 2020 at 7:00 p.m., or as soon as possible thereafter, in the Hearing Room of the Morgan County Planning Commission at Fort Morgan, Colorado, or at such time and place as this meeting may be adjourned, located at 231 Ensign Street, Fort Morgan, Colorado 80701, (970)542-3526, a review will be held upon the following application:

Kelly Stuhr as applicant

Ray A. Pauly as landowner

Legal Description: A property located in the South ½ of the West ½ or the SW ¼ of Section 13, Township 5 North, Range 60 West of the 6th PM, Morgan County, also known as Lot 1 of the Barras Minor Subdivision and addressed as 27027 County Road 5, Weldona, CO 80653.

Reason: Minor Subdivision to create two five acre lots from a 10 acre parcel.

Date of Application: March 2, 2020

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado, and may be examined during regular office hours.

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

Pam Cherry – Morgan County
Planning & Floodplain Administrator

Published: March 31, 2020



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

Notices of Hearing - 4-13-20

1 message

Shannon Shields <sshields@co.morgan.co.us>

Fri, Mar 27, 2020 at 11:52 AM

To: epclegals@dailycamera.com

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

Attached are Danielson and Pauly notices for Planning Commission - with a publication date of March 31, 2020. Please bill P&Z.

--

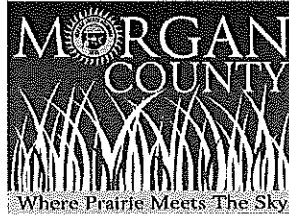
Shannon Shields
Morgan County Planning Clerk
231 Ensign Street; Box 596
Fort Morgan, CO 80701
970-542-3526 Ext 1475
sshields@co.morgan.co.us

2 attachments**NOTICE for PC- Pauly 03.20.20.doc**

27K

**NOTICE for PC- RWD Properties 29-4-56 03.20.20.doc**

27K



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.
Morgan County Assessor
Morgan County Communications Center
Pawnee Pass Irrigation System
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
Jackson Reservoir and Canal
Riverside Irrigation/Ditch Company

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: March 13, 2020
RE: **Minor Subdivision Application – see attached site map**

The following application is for a Minor Subdivision. This application will be presented to the Planning Commission at a public **hearing on Monday, April 13, 2020, at 7:00 p.m.** in the Assembly Room of 231 Ensign Street, Fort Morgan, CO 80701 (Basement level). You are welcome to attend and comment at this public meeting.

Ray A Pauly as applicant and landowner

Legal Description: A parcel located in the SW ¼ of Section 13, Township 5 North, Range 60 West of the of the 6th PM, Morgan County, Colorado , aka 27027 County Road 5, Weldona, Colorado 80653.

Reason: Minor Subdivision to create 2(two) lots. Proposed Lot 1 is vacant and will consist of 5.0 acres for potential residential use; Lot 2 has an existing residence and improvements on it and consists of 5 acres.

Please offer any comments or concerns you may have about these applications within 14 days of the date of this letter. Do not hesitate to contact me at any time if you have questions. Thank you. You also may review the file at our office located at 231 Ensign Street, Fort Morgan, Colorado 80701.



mailed 4-3-20

**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

April 3, 2020

Re: Ray A Pauly Minor Subdivision

Dear Neighboring Landowners:

As you are aware, you already received notice regarding the Use by Special Review Application submitted by Kelly Stuhr as applicant and Ray Pauly as landowner for a 2 lot Minor Subdivision of Lot 1 of the Barras Minor Subdivision. The property is located in the SW ¼ of Section 13, Township 5 North, Range 60 West of the 6th p.m., Morgan County, Colorado, aka 27027 County Road 5, Weldona, CO 80653. Survey map enclosed.

As stated in the original notice, dated March 27, 2020, this application will be heard by the Planning Commission at a **public hearing on Monday, April 13, 2020 at 7:00 P.M.** **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: <https://zoom.us/j/567979739>

Or you may listen and participate via phone at 1-646-558-8656 Meeting ID: 567 979 739

If you have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526.

Sincerely,

Pam Cherry

Pam Cherry, CFM
Planning Administrator

Enclosure



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

March 27, 2020

Re: Ray A Pauly Minor Subdivision

Dear Neighboring Landowners:

Kelly Stuhr as applicant and Ray Pauly as landowner has submitted an application to our office for a 2 lot Minor Subdivision of Lot 1 of the Barras Minor Subdivision.

Lot 1 of Barras Minor Subdivision is 10 acres and has an existing dwelling upon it. The proposal is to subdivide Lot 1 into two lots each of which is to be 5 acres in size. The property is zoned planned development. The proposed lot 1 has the existing dwelling on it. Lot 2 will be for a future dwelling. The property is located in the SW ¼ of Section 13, Township 5 North, Range 60 West of the 6th p.m., Morgan County, Colorado, aka 27027 County Road 5, Weldona, CO 80653. Survey map enclosed.

This application will be heard by the Planning Commission at a **public hearing on Monday, April 13, 2020 at 7:00 P.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado. Landowners within ¼ mile of the property are notified of the application and hearing date.

If you have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526, or you may review the application in the Planning office located in the County Administration Building, 231 Ensign St., Fort Morgan, Colorado.

Sincerely,

Pam Cherry

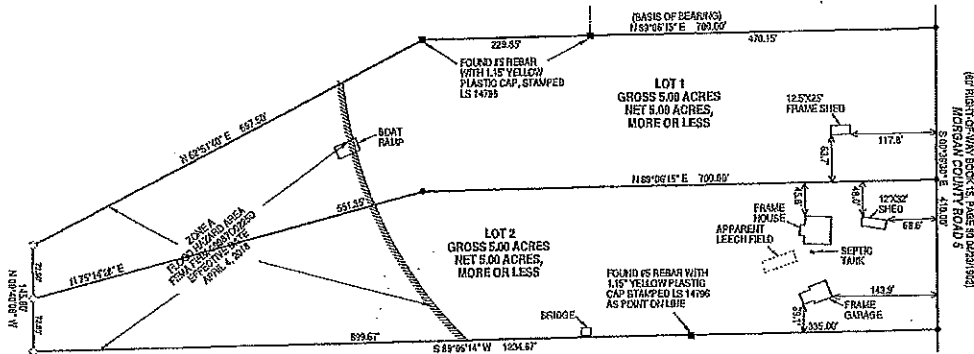
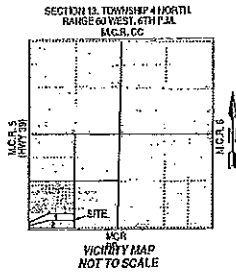
Pam Cherry, CFM
Planning Administrator

Enclosure

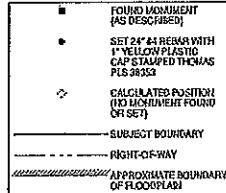
PAULY MINOR SUBDIVIS

MINOR SUBDIVISION #MS2020-XX

PART OF THE SOUTHWEST QUARTER OF SECTION 13, RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN



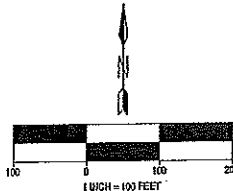
LEGEND



EASEMENTS AND RIGHTS-OF-WAY NOTES:

(PROVIDED BY NORTHERN COLORADO TITLE SERVICES CO., INC. COMMITMENT FILE NO. NCT21974, DATED JANUARY 3, 2020, AND REVISED UPON, EXCLUSIVELY, BY THOMAS LAND SURVEYING, LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.)

1. THERE ARE SEVERAL OIL AND GAS LEASES EXEMPTING ALL OF THE SUBJECT PARCEL RECORDED AT RECEPTION DOCS. 855555, 855722 AND 867612. SAID LEASES ARE GRANTED TO PRIMA EXPLORATION, INC. AND GRANTS THE EXCLUSIVE RIGHT FOR THE PURPOSE OF UNOIL, EXPLORING BY GEOPHYSICAL AND OTHER METHODS, DRILLING AND OPERATING FOR AND PRODUCING THEREFROM OIL AND ALL GAS OF WHATSOEVER NATURE OR KIND, DIRECTING GAS OR FLUIDS INTO ANY SUBSURFACE STRATA, WITH RIGHTS OF EGRESS AND EXPRESS, RIGHTS-OF-WAY AND EASEMENTS FOR ROADS, LAYING PIPE LINES, AND ERECTION OF STRUCTURES THEREON TO PRODUCE, SAVE AND TAKE CARE OF SAID PRODUCTS AND THE RIGHT TO DRILL FOR, PRODUCE AND USE FRESHWATER. LEASES EXEMPT ALL OF THE SUBJECT PARCEL - BLANKET IN NATURE - NOT PLOTTED



BASIS OF BEARING

THE NORTH LINE OF LOT 1, BARVAS MINOR SUBDIVISION BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 60 WEST OF THE 6TH P.M., MORGAN COUNTY, STATE OF COLORADO, IS ASSUMED TO BEAR NORTH 89°06'15\"/>

FLOODPLAIN CERTIFICATE

IT IS HEREBY CERTIFIED THAT PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN THE 200-YEAR FLOOD HAZARD BOUNDARY ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCIES FLOOD INSURANCE RATE MAP (NATIONAL FLOOD INSURANCE PROGRAM) COMMUNITY PANEL NO. 06031002250 EFFECTIVE DATE: APRIL 4, 2019.

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT WIGGINS FARMS, LLC, BEIR OF CERTAIN LANDS IN MORGAN COUNTY, COLORADO, DESCRIBED AS:

LOT 1

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 13, TO RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF CO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BARVAS MINOR SUBDIVISION BEING THE NORTH LINE OF SAID LOT 1, TO BEAR NORTH 89°06'15\"/>

THENCE SOUTH 00°38'30\"/>

LOT 2

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 13, TO RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF CO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BARVAS MINOR SUBDIVISION BEING THE NORTH LINE OF SAID LOT 1, TO BEAR NORTH 89°06'15\"/>

THENCE SOUTH 00°38'30\"/>

THENCE SOUTH 89°06'15\"/>

HAVE BY THESE PRESENTS Laid Out, Platted and Subdivided AS IS

EXECUTED THIS 20th DAY OF 2020,

OWNER:

RAY A. PAULY

STATE OF COLORADO

COUNTY OF MORGAN

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS

OF 2020, BY

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES

NOTARY PUBLIC

SURVEYOR'S NOTES:

- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF NORTHERN CO. SERVICES, CO., INC. COMMITMENT FILE NO. NCT21974, DATED JANUARY 3, 2020, AND REVISED UPON, EXCLUSIVELY, BY THOMAS LAND SURVEYING, LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE RECORDS THAT MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: PAULY MINOR SUBDIVISION; SUBORDINATION; FLOOD INSURANCE; ZONING; EASEMENTS; AND ANY OTHER FACTS THAT SAID TITLE MAY DISCLOSE.
- ACCORDING TO COLORADO LAW, YOU MUST CORRECT ANY LEGAL ERROR OR DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER FIRST DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE TAKEN TO CORRECT THIS SURVEY BE COMPLETED MORE THAN FIVE YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY IS VALID ONLY IF PRINTED ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCOMPLISHES A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTES, SECTION 18-6-101, KNOWINGLY DESTROYS, DEFACES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER CORNER OR POST, OR ANY GOVERNMENT LINE OF SURVEY, OR CUTS DOWN ANY WITNESS TREE OR ANY TREE PLAZED TO MARK THE BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED IN PRISON OR BOTH FOR NOT MORE THAN SIX MONTHS, OR BOTH, IN LESS THAN \$500.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY

ParcelMailingList_20200327 - Pauly, Ray MS 03-27-20

097113001001
PAULY, RAY A
27027 CO RD 5
WELDONA, CO 80653

097113000007
HEUPEL, KURT M & CAROL L
27488 CO RD 5
WELDONA, CO 80653

097113002006
WERNSMAN, ERIC J & TINA F
16495 ESSEX RD S
PLATTEVILLE, CO 80651

097113002010
MALLARD, JOANNA L & THOMAS P
13080 CO RD 19
PLATTEVILLE, CO 80651

097113002003
097113002002
DAYLIGHT UTILITY FINDERS INC
37671 OAK LN
ELIZABETH, CO 80107

097114000001
POGORELZ, RUTH V
20389 CO RD 17
FORT MORGAN, CO 80701

097124000010
BRUNTZ, ROGER A & LINDA J
5370 CO RD BB
WELDONA, CO 80653

097113002009
WOOD, JOSHUA J & STEPHANIE J
P O BOX 1440
BERTHOUD, CO 80513

097124000007
097113002005
ONUFRAC, JEANETTE
P O BOX 55
WATKINS, CO 80137

097113000009
FETTER, LARRIE B & VONNIE J &
GEIGER, JAY T
1314 KEYSTONE CT
LONGMONT, CO 80501

ParcelMailingList_20200327 - Pauly, Ray MS 03-27-20

097113002013
JACKSON LAKE ESTATES HOA
25402 RD 3
WELDONA, CO 80653

097113003001
HAASE, BRUCE
260 E 54TH AVE
DENVER, CO 80216

097113002001
KAUFFMAN, GREGORY & DIANA TRUST
60 LAKEVIEW CIRCLE
FORT MORGAN, CO 80701

097113002004
STUHR, KELLY
12465 TROY ST
HENDERSON, CO 806409441

097113002012
097113003002
SCHROEDER, MARLIN C & JANELLE A
11 PELICAN DR
WELDONA, CO 80653

097124000002
DEGANHART, LUCAS J & JODY R
24479 CO RD 10
WELDONA, CO 80653

097115000902
STATE OF COLORADO
DEPT OF NATURAL RESOURCES, DIV OF PARKS & OUTDOOR RECREATION
1313 SHERMAN ST
DENVER, CO 80203

097113002007
HERNANDEZ, ROMAN & TERESA M
07 PELICAN DR
WELDONA, CO 80653