

AGENDA
MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
Assembly Room, Administration Building
231 Ensign Street, Fort Morgan, CO 80701
Tuesday January 28, 2025

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/89671699642> If you cannot connect via Zoom, you may submit written public comment to morgancountybcc@co.morgan.co.us by email by 4 p.m. on Monday January 27, 2025.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/89671699642> listen via phone, please dial: 1-312-626-6799, Meeting ID: 896 7169 9642

To watch and/or listen to the meeting but not participate, you may do so by connecting via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/89671699642> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 896 7169 9642
9:00 A.M.

A. WELCOME – CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

Commissioner Becker
Commissioner Malone
Commissioner Bernhardt

The Board of Morgan County Commissioners will convene as the Morgan County Board of Social/Human Services in the matter of:

1. CALL TO ORDER Consideration of Approval – **DHS MINUTES** dated December 17, 2024.
2. Consideration of Approval – **DHS WARRANTS** November 2024 (Susan Nitzel, Accounting Manager)
3. Consideration of Approval – **DHS CERTIFICATION OF PROVIDER AND VENDOR BENEFIT AUTHORIZATIONS** for November 2024 (Susan Nitzel, Accounting Manager)

B. CITIZEN'S COMMENT PERIOD

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

*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

C. CONSENT AGENDA

1. Ratify the Board of County Commissioners approval of **meeting minutes** dated January 14, 2025.
2. Ratify the Board of County Commissioners approval on assignment of debt collections to **EMS/MC** dated January 19, 2025. Client #241286, #240639, #242529, #242616, #242614, #242553, #242033, #242289, #241220, #243066B, #241616, #241979, #241723, #242643, #242583, #242418, #241870, #242666, #242632, #242290, #242484, #242671, #242545, #242451A, #241408, #241783, #241334, #242464A, #242437, #240637, #242210, #242713, #242563, #242661, #242716, #241782, #242518, #241320, #242467, #241565, #242688, #241673, #240681A, #240431B, #242533, #240398, #242537, #243127, #241507, #243037B, #242569, #242432, #242727B, #241879A, #241306, #241844, #242510A, #242679, #243215, #242579, #242358.
3. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 006 G4 Energy, LLC**, Term of Contract January 15, 2025 through September 31, 2025.
4. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 007 The Jamar Company dba CMS Mechanical**, Term of Contract January 1, 2025 through December 31, 2025.
5. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 008 HDR Engineering, Inc.**, Term of Contract January 1, 2025 through December 31, 2025.
6. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 009 Medical Priority Consultants, Inc. dba Priority Dispatch Corp**, Term of Contract February 1, 2025 through February 1, 2030.
7. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 010 Harris Engineering Consultants, Inc.**, Term of Contract January 1, 2025 through December 31, 2025. (Twelve-month contract with annual auto renewal)
8. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 011 JMB Hydraulics**, Term of Contract January 1, 2025 through December 31, 2025.
9. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 012 Top Door, LLC.**, Term of Contract January 16, 2025 through December 15, 2025.
10. Ratify the Board of County Commissioners approval of **Contract Renewal 2022 CNT 030 R3 The Jamar Company dba CMS Mechanical**, Term of Contract February 17, 2025 through February 16, 2026.
11. Ratify the Board of County Commissioners approval of **Contract Renewal 2024 CNT 004 R1 Buchanan Welding**, Term of Contract January 1, 2025 through December 31, 2025.
12. Ratify the Board of County Commissioners approval of **Contract Renewal 2024 CNT 005 R1 Wiggins Electric, Inc.**, Term of Contract January 1, 2025 through December 31, 2025.
13. Ratify the Board of County Commissioners approval of **Contract Renewal 2024 CNT 063 R1 Midstream Inc. dba Northern Colorado Refrigeration**, Term of Contract January 1, 2025 through December 31, 2025.
14. Ratify the Board of County Commissioners approval of **Vendor Service Agreement 2025 CNT 013 American Financial Credit Services, Inc.**, Term of Contract January 28, 2025 through termination.

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

D. UNFINISHED BUSINESS

1. Unfinished Business from BCC Meeting January 7, 2025. **Finance Consulting** - CFO Selections Colorado, Inc. Consulting Agreement.

*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

1. Consideration of Approval – **Morgan County Treasurer and Public Trustee Quarterly Report**, 4th Quarter. (Robert Sagel, Morgan County Treasurer and Public Trustee)
2. Consideration of Approval – **Colorado Department of Transportation Assignment of Easement**.
3. Damion Pechota, National and State Register Historian – **Orchard District on State Register**.
4. Bid Tabulation for Bid Request, **Fairgrounds Lean-To Structure Project**. (Mike Cox – Building Maintenance)

F. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS

1. Commissioners Calendar for week of January 24, 2025 through February 4, 2025.

G. PLANNING AND ZONING

1) Public Hearings

- a) **Applicant:** Steve Myers
Landowners: Steve Myers, Terry Myers and Randy Myers
Legal Description: Lots 1, 2, and 3 of the Holzworth Minor Subdivision in the NE¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, otherwise known as 15935, 15859, and 15855 Hwy 34, Fort Morgan, CO 80701.
Request: Amended Plat to adjust the property lines of lots 1, 2, and 3 of the Holzworth Minor Subdivision.
Date of Application: November 22, 2024
- b) **Applicant and Landowners:** Public Service Company of Colorado (Xcel Energy)
Legal Description: Located in Sections 17, 18, 19 and 20 Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 14940 CO RD 24, Brush, CO 80723.
Request: Amended Use by Special Review Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station.
Date of Application: December 19, 2024

H. ADJOURNMENT

*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

Morgan County Department of Human Services
Warrants List Summary
November 30, 2024

Expenditures:						Oct	
	11/6/2024	11/13/2024	11/20/2024	11/22/2024	11/27/2024	Month Total	Month Total
Program Costs	22,722.77	1,312.36	2,082.37	1,820.00		27,937.50	24,705.06
Program Contracts	1,015.00		5,258.52			6,273.52	27,854.16
Program Grants							4,498.86
County Interfund	8,692.18		15,935.73			24,627.91	25,751.45
Employee Payroll					84,239.28	84,239.28	85,919.39
Employee Benefits					103,227.40	103,227.40	106,041.22
	32,429.95	1,312.36	23,276.62	1,820.00	187,466.68	246,305.61	274,770.14

203,693.85 HMS direct deposits
84,239.28 warrant payroll
287,933.13 gross salary

287,933.13 Total wages for November

Check Register

Morgan County Government

08-Jan-25

From: 01-Nov-24 To: 30-Nov-24

Check No	Check Date	Vendor No	Vendor	Check Amount	Status
Bank Account: 10 SOCIAL SERVICES FUND					
1022689	08-Nov-24	9246	ALLO COMMUNICATIONS LL	\$240.00	R
1022690	08-Nov-24	6580	BABY BEAR HUGS	\$1,015.00	R
1022691	08-Nov-24	1306	CENTENNIAL MENTAL HEAL	\$17.00	R
1022692	08-Nov-24	9945	COMMAND SERVICE SYSTE	\$4,816.41	R
1022693	08-Nov-24	993	EDWARDS RIGHT PRICE MA	\$18.12	R
1022694	08-Nov-24	9933	GRANT SMITH	\$107.00	R
1022695	08-Nov-24	503	GREAT COPIER SERVICE IN	\$9,614.69	R
1022696	08-Nov-24	9963	KEVIN J HANSON OBA	\$47.40	R
1022697	08-Nov-24	5273	MATTHEW BENDER AND C	\$40.44	R
1022698	08-Nov-24	83	MORGAN COUNTY CENTRA	\$876.70	R
1022699	08-Nov-24	86	MORGAN COUNTY GENERA	\$7,815.48	R
1022700	08-Nov-24	9406	MORGAN COUNTY TREASU	\$7,392.20	R
1022701	08-Nov-24	4462	TAMMIE WICK	\$229.51	R
1022702	08-Nov-24	8001	YNOSENCIA BARRAZA	\$200.00	R
1022703	13-Nov-24	8458	CENTER FOR HEALING TRA	\$275.00	R
1022704	13-Nov-24	8914	CORPORATE TRANSLATION	\$848.10	R
1022705	13-Nov-24	9818	SENERGY PETROLEUM LLC	\$189.26	R
1022706	20-Nov-24	9891	COLORADO INTERACTIVE L	\$25.70	R
1022707	20-Nov-24	3729	COUNTY EXPRESS	\$900.00	R
1022708	20-Nov-24	8431	LEXISNEXIS RISKDATA MG	\$200.00	R
1022709	20-Nov-24	83	MORGAN COUNTY CENTRA	\$15,935.73	R
1022710	20-Nov-24	9994	RAISE THE FUTURE	\$756.67	R
1022711	20-Nov-24	8732	RISING UP	\$5,258.52	R
1022712	20-Nov-24	8001	YNOSENCIA BARRAZA	\$200.00	R
1022713	22-Nov-24	10068	CASSIE THOMA	\$400.00	R
1022714	22-Nov-24	10067	NAVIL BABONUYABA	\$750.00	R
1022715	22-Nov-24	10069	OLOUWAROTIMI CHITOU	\$670.00	R
1022716	27-Nov-24	8449	AMERICAN FIDELITY ASSUR	\$6,282.41	R
1022717	27-Nov-24	8450	AMERICAN FIDELITY ASSUR	\$981.66	R
1022718	27-Nov-24	2391	CHP	\$75,647.60	R
1022719	27-Nov-24	1104	MORGAN CO TREASURER	\$67,099.10	R
1022720	27-Nov-24	2006	MORGAN COUNTY TREAS	\$10,214.34	R
1022721	27-Nov-24	6164	MORGAN COUNTY TREASU	\$27,726.33	R
1022722	27-Nov-24	378	PREPAID LEGAL SERVICES	\$124.60	R
1022723	27-Nov-24	483	STERLING COMMUNITY	\$70.00	R
1022724	27-Nov-24	9375	TEXAS LIFE INSURANCE CO	\$580.68	R
Bank Total:				\$247,565.65	

EST-Provider, Vendor, Benefit Authorizations

	Jan-22	Feb-22	Mar-22	Aor-22	May-22	June-22	Jul-22	Aua-22	Seo-22	Oct-22	Nov-22
TANF	\$38,428.24	\$40,930.53	\$42,520.10	\$51,381.94	\$38,937.00	\$41,772.31	\$49,351.26	\$51,931.88	\$49,294.93	\$50,160.31	\$50,160.31
Child Care	\$41,632.29	\$40,854.91	\$56,569.35	\$45,574.81	\$46,195.05	\$61,353.09	\$51,360.95	\$55,237.46	\$68,423.34	\$55,442.70	\$55,442.70
Foster Care	\$32,361.85	\$33,861.87	\$32,171.14	\$36,812.69	\$38,213.81	\$41,464.31	\$37,700.14	\$43,557.07	\$55,295.84	\$53,317.86	\$53,317.86
Sub AdopV RGRDS	\$38,786.72	\$37,694.12	\$33,923.96	\$37,558.67	\$35,897.10	\$37,093.67	\$36,233.10	\$36,535.67	\$37,614.67	\$35,834.10	\$35,834.10
Core Services	\$15,127.91	\$15,459.16	\$14,179.16	\$15,555.41	\$12,786.66	\$12,521.66	\$13,231.66	\$13,776.66	\$12,766.66	\$14,339.16	\$14,339.16
LEAP	\$20,390.08	\$94,921.39	\$40,041.94	\$18,177.71	\$11,614.48	\$383,947.34	\$211.96	\$0.00	\$0.00	\$0.00	\$0.00
AND	\$7,789.74	\$10,398.91	\$5,181.83	\$4,904.50	\$5,823.50	\$10,200.56	\$6,097.64	\$5,819.50	\$6,370.17	\$7,596.03	\$7,596.03
OAP	\$20,653.51	\$20,684.13	\$23,099.47	\$23,673.31	\$25,284.64	\$66,780.55	\$23,238.37	\$24,266.37	\$21,132.12	\$24,587.19	\$24,587.19
Food Stamps	\$803,311.00	\$835,384.00	\$868,412.00	\$882,059.00	\$879,995.00	\$904,016.00	\$888,007.00	\$973,026.68	\$891,496.00	\$1,012,168.00	\$1,012,168.00
PEBT Food Stamps	\$8,947.84	\$0.00	\$0.00	\$0.00	\$4,194.20	\$0.00	\$0.00	\$32,575.00	\$89,958.00	\$0.00	\$0.00
Empl 1st	\$25.00	\$0.00	\$50.00	\$0.00	\$0.00	\$235.00	\$0.00	\$0.00	\$1,050.00	\$250.00	\$250.00
Total	\$1,027,454.18	\$1,130,189.02	\$1,116,148.95	\$1,115,698.04	\$1,098,941.44	\$1,559,384.49	\$1,105,432.08	\$1,236,726.29	\$1,233,401.73	\$1,253,695.35	\$1,313,695.35

monthly

	Jan-23	Feb-23	Mar-23	Aor-23	May-23	June-23	Jul-23	Aua-23	Seo-23	Oct-23	Nov-23
TANF	\$54,036.87	\$54,849.00	\$51,902.21	\$51,078.42	\$54,378.00	\$57,200.26	\$58,941.40	\$52,292.00	\$53,239.86	\$52,405.00	\$52,405.00
Child Care	\$42,917.45	\$52,277.38	\$73,224.69	\$56,882.54	\$55,711.56	\$78,242.90	\$72,343.02	\$93,485.15	\$81,286.04	\$81,469.46	\$81,469.46
Foster Care	\$55,042.17	\$49,542.33	\$41,350.44	\$46,682.49	\$46,416.75	\$43,199.02	\$40,142.10	\$43,280.97	\$43,355.03	\$38,455.42	\$38,455.42
Sub AdopU RGRDS	\$38,851.77	\$39,166.84	\$35,684.59	\$38,460.46	\$36,919.80	\$38,104.46	\$35,654.80	\$36,724.46	\$38,819.46	\$35,239.80	\$35,239.80
CWV/Case Services								\$418.60	\$1,482.60	\$1,104.40	\$1,104.40
Core Services	\$13,000.16	\$12,418.66	\$13,340.16	\$15,357.91	\$14,400.41	\$15,061.66	\$11,585.41	\$20,301.66	\$15,186.66	\$13,502.21	\$13,502.21
LEAP	\$24,986.84	\$85,162.45	\$22,104.02	\$14,104.50	\$10,295.08	\$71,902.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AND	\$6,572.00	\$6,740.14	\$9,630.85	\$8,353.20	\$10,174.00	\$10,688.00	\$8,957.59	\$8,314.00	\$10,078.00	\$9,082.33	\$9,082.33
OAP	\$20,742.30	\$23,827.52	\$21,564.54	\$20,993.26	\$21,927.30	\$85,771.65	\$19,532.38	\$17,751.15	\$20,581.95	\$44,048.45	\$44,048.45
Food Stamps	\$1,049,085.00	\$1,007,575.00	\$656,634.60	\$621,165.00	\$631,321.00	\$636,839.00	\$617,474.00	\$610,409.00	\$603,353.00	\$647,804.88	\$647,804.88
PEBT Food Stamps	\$30,132.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$357,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Empl 1st	\$2,150.49	\$1,225.00	\$1,650.00	\$1,500.00	\$1,350.00	\$2,150.03	\$1,688.43	\$3,677.00	\$3,236.00	\$3,335.50	\$3,335.50
Total	\$1,337,517.05	\$1,332,784.32	\$927,086.10	\$874,577.78	\$882,893.90	\$1,039,159.96	\$1,223,319.13	\$886,653.99	\$870,618.60	\$926,447.45	\$926,447.45

monthly

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	June-24	Jul-24	Aug-24	Seo-24	Oct-24	Nov-24
TANF	\$52,987.49	\$48,500.00	\$48,249.59	\$62,830.60	\$50,279.27	\$52,576.11	\$57,648.25	\$67,114.00	\$64,459.82	\$64,567.35	\$64,567.35
Child Care	\$73,659.89	\$102,276.96	\$81,055.95	\$75,470.68	\$96,943.72	\$75,050.57	\$77,585.34	\$89,037.81	\$65,351.19	\$79,647.07	\$79,647.07
Foster Care	\$39,877.38	\$52,791.18	\$54,523.88	\$59,739.21	\$55,553.18	\$64,607.52	\$65,281.16	\$64,893.01	\$47,024.87	\$37,710.89	\$37,710.89
Sub AdopU RGRDS	\$36,950.98	\$37,030.65	\$33,653.34	\$35,974.26	\$38,550.08	\$39,078.57	\$37,903.20	\$38,545.64	\$38,361.64	\$37,123.20	\$37,123.20
CWV/Case Services	\$326.40	\$410.00	\$451.50	\$125.00	\$386.00	\$125.00	\$0.00	\$1,421.79	\$0.00	\$0.00	\$0.00
Core Services	\$22,598.88	\$18,136.66	\$16,948.66	\$12,554.16	\$14,282.16	\$15,242.66	\$14,966.66	\$16,216.66	\$19,920.66	\$27,284.16	\$27,284.16
LEAP	\$20,318.48	\$124,580.93	\$21,633.46	\$10,655.13	\$10,236.98	\$1,280.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AND	\$6,873.83	\$5,969.83	\$6,317.16	\$6,327.14	\$6,528.05	\$6,839.50	\$5,140.50	\$5,055.57	\$5,372.79	\$5,851.99	\$5,851.99
OAP	\$18,425.91	\$20,042.63	\$21,321.55	\$21,139.23	\$18,921.06	\$84,875.37	\$15,989.48	\$20,305.02	\$19,860.96	\$26,675.95	\$26,675.95
Food Stamps	\$612,454.00	\$598,509.00	\$595,837.58	\$602,873.00	\$603,119.00	\$602,228.00	\$613,827.00	\$619,162.00	\$608,251.00	\$617,793.12	\$617,793.12
PEBT Food Stamps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$585,840.00	\$0.00	\$0.00	\$0.00	\$0.00
Empl 1st	\$1,000.00	\$1,844.00	\$1,615.00	\$1,200.00	\$1,670.00	\$1,350.00	\$1,850.00	\$2,865.00	\$2,090.00	\$1,710.00	\$1,710.00
Total	\$885,473.24	\$1,010,091.84	\$881,607.67	\$888,888.41	\$896,469.50	\$943,254.16	\$1,476,031.59	\$924,616.50	\$870,692.93	\$898,363.73	\$898,363.73

monthly

EBI Last month to Current month comparison

Program	Cases	November 24	October 24	Difference
TANF		\$62,455.00	\$64,567.35	(\$2,112.35)
Child Care		\$59,276.56	\$79,647.07	(\$20,370.51)
Foster Care	14 / 13	\$35,887.45	\$37,710.89	(\$1,823.44)
Sub Adopt/ RGRDS	68 / 69	\$ 37,027.64	\$37,123.20	(\$95.56)
Child Welfare/Case Serv		\$0.00	\$0.00	\$0.00
Core Services	78 / 77	\$16,104.16	\$27,284.16	(\$11,180.00)
LEAP		\$55,147.39	\$0.00	\$55,147.39
AND		\$5,559.97	\$5,851.99	(\$292.02)
OAP	78 / 79	\$16,855.00	\$26,675.95	(\$9,820.95)
Food Stamps	1885 / 1882	\$605,310.00	\$617,793.12	(\$12,483.12)
PEBT Food Stamps		\$0.00	\$0.00	\$0.00
Empl 1st		\$2,130.00	\$1,710.00	\$420.00
Total		\$895,753.17	\$898,363.73	(\$2,610.56)

Year to Year By month

Program	Cases	November 24	November 23	Difference
TANF		\$62,455.00	\$50,821.95	\$11,633.05
Child Care		\$59,276.56	\$97,145.36	(\$37,868.80)
Foster Care	14 / 21	\$35,887.45	\$39,155.99	(\$3,268.54)
Sub Adopt/ RGRDS	68 / 72	\$37,027.64	\$36,414.46	\$613.18
Child Welfare/Case Serv		\$0.00	\$560.01	(\$560.01)
Core Services	78 / 88	\$16,104.16	\$17,206.86	(\$1,102.70)
LEAP		\$55,147.39	\$50,825.16	\$4,322.23
AND		\$5,559.97	\$7,679.00	(\$2,119.03)
OAP	78 / 89	\$16,855.00	\$22,359.63	(\$5,504.63)
Food Stamps	1885 / 1897	\$605,310.00	\$630,117.00	(\$24,807.00)
PEBT Food Stamps		\$0.00	\$0.00	\$0.00
Empl 1st		\$2,130.00	\$1,795.00	\$335.00
Total		\$895,753.17	\$954,080.42	(\$58,327.25)



CFO SELECTIONS COLORADO, INC.

CONSULTING AGREEMENT

THIS AGREEMENT is effective as of January 23, 2025, by and between Morgan County Colorado ("Client"), by and through its Board of County Commissioners, with offices at 218 Kiowa Ave., Fort Morgan, CO 80701 and CFO Selections Colorado, Inc. ("CFOS"), a Washington corporation registered in Colorado, with offices at 1550 Larimer St., Ste 244, Denver, CO 80202.

WHEREAS, CFOS is a provider of consulting services; and

WHEREAS, Client wishes to have CFOS provide it and its subsidiaries and affiliates advice and assistance in evaluating business strategies, operations, processes, and/or projects; and as otherwise set forth on the attached Statement of Work;

NOW, THEREFORE, Client and CFOS hereby agree:

Term

The Client will retain CFOS, and CFOS will accept such retention commencing as of the effective date specified in the attached Statement of Work ("SOW"). The retention period will be for the duration and time specified in the SOW, and unless earlier terminated pursuant to this section, shall be automatically renewed on a month to month basis. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, with or without cause and for any reason.

Services

CFOS agrees to make available qualified resource(s) ("Consultant") on a basis to be mutually agreed upon, and specified in the SOW to (a) advise Client employees, management, and/or consultants, (b) attend meetings on mutually agreeable dates and at mutually agreeable times and locations as requested by Client, and/or (c) carry out additional projects as requested by Client and mutually agreed to as specified in the SOW (collectively "Services"). Services shall include, but are not limited to, telephone time; on-site consulting, remote consulting, travel, meetings, and discussions at any location; review of written documents, data, processes, or procedures; and/or preparation of written documents, files models or other work product.

It is understood and expressly agreed CFOS Services may include advice or recommendations, but all decisions in connection with the implementation of such advice or recommendations shall be the sole responsibility of, and made entirely by the Client.

v.2024-1

The Consultant shall devote best efforts, at the times and places mutually agreed upon in the SOW and reasonably deemed appropriate hereunder. However, it is expressly agreed Consultant may serve as a consultant, manager, investor, or employee to other persons or entities without limitation. Consultant represents he/she is not and will not become a party to any agreement which conflicts with specified duties under this Agreement.

Consideration

In consideration for Services rendered, Client shall pay CFOS at the rate specified in the SOW and accepts the terms and conditions stated in the SOW; the consideration for Services does not include reasonable and customary extra expenses incurred by Consultant at the request of the Client. Extra expenses shall be pre-approved by Client and shall be reimbursed directly to the Consultant within thirty (30) days of receipt by Client of a request from Consultant for reimbursement, which request shall include original receipts. Extra expenses may include, but are not limited to, travel expenses to remote locations or meetings, purchase of specialized tools, software, or equipment, items pre-identified in the SOW, and/or other direct expenses reasonable and customary to fulfill Client requests. CFOS may from time to time increase the rate specified in the SOW. Client will receive notice prior to any rate increase.

Payment Terms

CFOS will invoice weekly for services. Invoice payment terms are due upon receipt unless specifically stated otherwise in the SOW. Invoices upon which payment is not received within thirty (30) days of the invoice date may accrue a late charge of 1½% per month, compounded monthly to the extent allowable by law. Client is responsible for collections charges on unpaid and past due amounts including attorney's fees. Without limiting its rights or remedies, CFOS shall have the exclusive right to halt, suspend or terminate entirely its Services under the SOW until full payment is received on past due invoices.

Independent Contractor

It is understood and agreed that each of the parties hereto is an independent contractor and that Consultant is not, nor shall be considered to be an employee, agent, officer, or director of Client. Nothing contained in this Agreement will be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute the parties as partners, joint venturers, co-owners, franchisor-franchisee, employer-employee, or otherwise as participants in a joint or common undertaking; or (iii) allow any party to create or assume any obligation on behalf of another party for any purpose whatsoever, including without limitation representations, contractual obligations, or obligations based on warranties or guarantees. Consultant shall not act or represent itself as an agent of the Client or in any manner assume or create any obligation on behalf of, or in the name of, the Client.

Confidentiality

CFOS acknowledges that in the course of performing Services, CFOS and Consultant will have access to and will be entrusted with confidential information regarding Client business. CFOS agrees that during the term of the agreement neither CFOS nor the Consultant will disclose or use in any manner whatsoever any such confidential information, unless pre-authorized in writing by Client; however, it is expressly agreed that CFOS and Consultant may share confidential information with the CFOS organization for the sole purposes of fulfilling the SOW provided that

all such persons within CFOS are bound by these same terms and conditions. CFOS agrees that all information relative to Client's products or business or the work performed for Client hereunder belongs solely to Client and/or to third parties who have entrusted such information to the Client in confidence, will not be used by CFOS or Consultant for any purpose other than to perform the Services hereunder, and will not be used in connection with any of CFOS' or Consultant's other operations or work. All of Client's information or the information relating to the work performed by CFOS and Consultant for Client which is not generally available to the public (the "Client Information") will remain the sole and exclusive property of Client and/or to third parties who have entrusted such information to the Client in confidence and will be held in confidence by CFOS and Consultant for the sole benefit of Client. CFOS and Consultant will not disclose to others the Client Information or that of any third party that the Client is required to hold in confidence (collectively, the "Confidential Information"), except as authorized in writing by the Client, and in such event taking all precautions which are necessary to prevent the unauthorized use or disclosure of Confidential Information by such persons, including their execution of a confidentiality agreement in form acceptable to the Client in its sole discretion.

Non Solicitation and Conversion Fee

Client agrees that during the effective term of this agreement and for a period of 1 year after this Agreement is terminated, Client will not attempt to solicit, take-away, or hire any CFOS consultant, employee, or contractor without advanced prior written consent from CFOS. If the Client, by itself or through any of its subsidiaries, affiliates, or agents at any time during the term of the engagement and for one year thereafter, employs or engages as an independent contractor the CFOS resource named in the Statement of Work outside of this or another agreement with CFOS; Client shall pay CFOS a conversion fee in an amount equal to forty percent (40%) of the first year's fees or base compensation and any specifically-identified cash bonus related to first year performance offered by the Client to the CFOS resource. The amount will be due and payable to CFOS upon written demand to the Client. All outstanding invoices must be paid in full before the CFOS resource can be converted to a permanent employee of Company.

Limitation on Warranties

This is a Services engagement. CFOS and Consultant warrants it will perform Services hereunder in good faith and disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.

Indemnifications

CFOS will only be obligated for indemnifications for bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of CFOS Consultant while engaged in the performance of Services under this engagement; provided, however, that if there also is fault on the part of Client or any entity or individual indemnified hereunder or any entity or individual acting on Client behalf, the foregoing indemnification shall be on a comparative fault basis. Further, the foregoing indemnity obligations are conditioned on Client providing CFOS with notice of any claim within thirty (30) days for which indemnification shall be sought and cooperating in all reasonable respects with CFOS in connection with any such claim. CFOS shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

Limitation on Damages

Client agrees that CFOS, its Consultants, and personnel shall not be liable to Client for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by Client to CFOS pursuant to this engagement. In no event shall CFOS, its Consultants, or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement. In furtherance and not in limitation of the foregoing, CFOS will not be liable in respect of any decisions made by Client as a result of the performance by CFOS of its Services hereunder. The foregoing provisions shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), common law, or otherwise.

Data Security

Client agrees information related to the engagement may be shared by electronic means, including but not limited to electronic mail ("email"), file sharing platforms, websites, and Client's internal applications (collectively, "IT Systems") and devices, including but not limited to personal computers, tablets, phones, and USB drives (collectively, the "Devices").

CFOS, its Consultants, and personnel use commercially reasonable precautions to protect client data in electronic form, including multifactor authentication of email accounts, email filtering, device passwords, antivirus software on consultant devices, and monitoring by an Endpoint Detection and Response system. In addition, CFOS requires its consultants and personnel to comply with a documented list of standards concerning cybersecurity best practices related to email use, transmission and storage of confidential data, and network use.

Client agrees that

- a) if Client provides access to its IT Systems or provides Devices to CFOS for use during the engagement, it warrants these Systems and/or Devices are compliant with commercially reasonable security practices at the time of issuance, including but not limited to multifactor authentication of email accounts, Device passwords, and current antivirus software, as applicable.
- b) Client is responsible for security practices related to setup and operation of its own IT Systems and Devices, including its internal networks.
- c) If Client grants access to CFOS for use with its IT Systems, access will be limited to the minimum permissions necessary to perform the work assigned to the Consultant.
- d) Once the engagement has ended, any IT Systems access issued by Client for use by CFOS will be blocked, inactivated, and/or deleted, as applicable, within 48 hours.
- e) Client's staff will not use email to share high value data with CFOS, including but not limited to credit card numbers, social security numbers, bank account numbers, and payroll information nor will it request consultant to do so.

If Client knows or suspects that there has been a cybersecurity incident of any type involving its data, IT Systems, or Devices, which Client believes to be related to CFOS, its Consultants or personnel, Client will provide notification to CFOS within 24 hours by notifying the Consultant and by sending an email to security@cfoselections.com; this mail should include an outline of the verified or suspected incident along with contact information for Client and Client's IT provider/personnel, if applicable.

Client will provide a PC to Consultant

- Yes
- No
- Unsure

Cooperation

Client shall cooperate with CFOS and/or Consultant in the performance of its Services hereunder, including, without limitation, providing CFOS and/or Consultant with reasonable facilities and timely access to data, information, and personnel of Client. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided for purposes of the performance of Services hereunder.

Force Majeure

CFOS shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, pandemic, war, civil unrest/rioting, or other violence, or any law, order or requirement of any governmental agency or authority.

Assignment

Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party, provided that CFOS may assign or subcontract its rights and obligations hereunder to any affiliate or Consultant of CFOS, without the consent of Client.

Intellectual Property Rights

Client shall own all right, title and interest in any work product inventions or discoveries (e.g., compositions of matter, devices, treatments, improvements, and the like), whether or not patentable, developed or acquired by Consultant and/or Client employees as a result of the consulting Services. CFOS and Consultant acknowledges all computer software (source and object code), work papers, reports, documentation, prototypes, and other material generated pursuant to the work contracted for by Client ("Work Product") will belong solely to Client, and neither CFOS nor Consultant will retain any rights therein. CFOS and Consultant hereby expressly assign all rights in and to the Work Product to Client. If requested by Client, CFOS and Consultant will execute and deliver, or have the necessary parties execute and deliver, an assignment in the form reasonably acceptable to Client, either before or after the term hereof, without additional compensation. CFOS and Consultant will turn over to Client any documentation or other Work Product materials on completion of the services or earlier, if requested by Client. Neither CFOS nor Consultant will make any use of the Work Product during or after the term of this Agreement except to perform the work requested by Client.

Notice

Any notice required or permitted by the terms of this Agreement shall be given by written document and confirmed delivery via e-mail and US mail as follows:

If to Client:

Commissioners of Morgan County Colorado

218 Kiowa Ave.
Fort Morgan, CO 80701

Client Name and email: Morgan County Board of County Commissioners,
morgancountybcc@co.morgan.co.us.; bccadmin@co.morgan.co.us
Client phone #: 970-542-3500 (main)

Email address for invoices, if different:

If to CFOS:

CFO Selections Colorado, Inc.
3150 Richards Road, Suite #150
Bellevue, WA 98005

Attention: Kevin A. Briscoe – Executive Manager

206-686-4480

Email: kbriscoe@cfoselections.com

Any such notice shall be deemed to have been given when received.

Governing Law/Venue/Jurisdiction

This Agreement will be governed by and interpreted in accordance with the substantive and procedural laws of the State of Colorado without reference to conflicts of law. All parties consent to Morgan County, Colorado as the venue for any disputes arising out of or relating to this Agreement, including but not limited to the interpretation or enforcement of any provision of this Agreement. All parties hereby consent to the jurisdiction of the courts of the Morgan County, Colorado with respect to this Agreement.

Dispute Resolution Arbitration/Waiver of Right to Trial by Jury

Any dispute, controversy, or claim arising out of or relating to this Agreement, including but not limited to, an alleged breach of this agreement or the interpretation or enforcement of any provision of this agreement shall be resolved by binding arbitration by a single arbitrator located in Denver, Colorado in accordance with Uniform Arbitration Act (C.R.S. § 13-22-101 *et seq.*). The arbitrator shall have a minimum of fifteen (15) years of experience with commercial/business disputes. The substantially prevailing party shall be entitled to an award of reasonable attorneys' fees and costs as determined by the arbitrator. Absent a finding of bad faith by the arbitrator, each party to the arbitration shall pay an equal share of the arbitrator's fee.

v.2024-1

In the event of any violation or breach of this Agreement, then in addition to the foregoing remedies, the Parties may be entitled to equitable relief, including temporary restraining order, preliminary injunction, and/or permanent injunction. In the event any such relief is sought or granted, all remedies shall be deemed cumulative and not exclusive.

THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THEY ARE IRREVOCABLY WAIVING ANY AND ALL RIGHT TO HAVE ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SUBMITTED TO TRIAL BY A JURY. THE PARTIES KNOWINGLY WAIVE AND RELEASE THIS RIGHT, AFTER AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL OF THEIR CHOOSING.

_____ Initials

_____ *K.B.* Initials

Governmental Immunity.

The Client and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Client and its officers, attorneys or employees.

Subject to Annual Appropriation.

Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Client not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

Captions and Section Headings

The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

Severability

If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Amendments and Waiver

This Agreement can only be amended or modified by a written agreement duly executed by all of Parties. No breach of any provision of this Agreement shall be deemed waived unless it is expressly waived in writing. Waiver or failure to enforce any rights shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

Authority

The Parties represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person and entity indicated. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party indicated to all of the terms and provisions of this Agreement.

Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, but in no event shall any party be relieved of its obligations hereunder without the express written consent of the other party except as expressly provided herein.

Counterparts; Electronic Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. This Agreement may be executed by written or electronic signature and the transmission of an original signature via facsimile, email, or other electronic means will have the same force and effect as if such transmitted signature were an original. Each Party to this Agreement agrees it will be bound by its written or electronic signature however transmitted and that it accepts the other Party's original or electronic signature however transmitted.

Advice of Counsel

The Parties acknowledge and represent they each have had the advice of legal counsel in the negotiation and preparation of this Agreement. No provision in this Agreement is to be interpreted for or against any of the Parties because that Party or its counsel drafted such provision.

Time

Time is of the essence in this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.

Entire Agreement

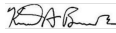
With respect to its subject matter, this Agreement and its Exhibits and Attachments constitute the entire understanding of the parties superseding all prior agreements, understandings, negotiations and discussions between them whether written or oral, and there are no other understandings, representations, warranties or commitments with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CFO Selections Colorado, Inc.

By: Kevin Briscoe

CFOS Title: Executive Manager

CFOS Signature:


CFOS Date: 01-22-2025

Client

By: _____

Client Title: _____

Client Signature:

Client Date: _____

CFO SELECTIONS COLORADO, INC.

Attachment A

STATEMENT OF WORK

Effective Date: January 27, 2025.

Initial Duration: 90-days, then month-to-month.

Primary Consultant: Helen Macias.

Time and Scheduling: 15-20 hours per week or as mutually determined by Client and Consultant

Scope of Engagement: Consultant will diligently work with client and designated client personnel on a best efforts basis to prioritize and complete engagement objectives as stated below within the stated time and scheduling parameters. Any further consulting and or time increases beyond this scope are expressly outside of this statement of work and thus will first be mutually agreed upon and detailed under a separate and/or revised Statement of Work as appropriate prior to commencement.

Generic Scope

Client wishes to engage CFOS as Consultant to help County Commissioners with;

1. Perform an Initial Assessment and Gap Analysis
2. Serve as mentor/guide supervisory support for the Accounting and Finance team
3. Assist the Commissioners with updates, implementations and corrections of County administrative policies and procedures.

Specific Scope

- Initial Assessment – Estimated to take 20-30 hours, resulting in a written report of findings and recommendations.
 - Perform an assessment of the current state of the company's accounting and finance operations through interviews with executive leadership, outside consultants as needed, and accounting team.
 - Deliver to Client an executive summary of the procedures undertaken; observations and recommendations; and a prioritized 30/60/90-day work plan for implementation of the most critical recommendations. Observations may include areas outside of our expertise, for which we may suggest other experts to assist in addressing.
- Ongoing Fractional Director of Finance Support, if requested.
 - Financial Process Review, if requested
 - Review financial statements and any other reporting from the accounting team to management.

Signature Certificate

Reference number: RFURV-D9UEB-GMXZS-IW49Y

Signer

Timestamp

Signature

Helen Macias

Email: hmacias@cfoselections.com

Sent: 23 Jan 2025 02:31:48 UTC
Viewed: 23 Jan 2025 02:32:25 UTC
Signed: 23 Jan 2025 02:46:02 UTC



Recipient Verification:

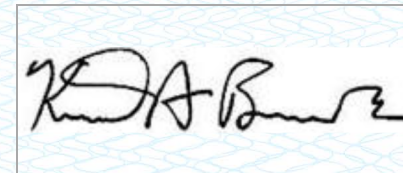
✓ Email verified 23 Jan 2025 02:32:25 UTC

IP address: 73.34.165.30
Location: Brighton, United States

Kevin Briscoe

Email: kbriscoe@cfoselections.com

Sent: 23 Jan 2025 02:31:48 UTC
Viewed: 23 Jan 2025 02:46:53 UTC
Signed: 23 Jan 2025 02:47:08 UTC



Recipient Verification:

✓ Email verified 23 Jan 2025 02:46:53 UTC

IP address: 104.28.116.129
Location: Seattle, United States

Document completed by all parties on:

23 Jan 2025 02:47:08 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



Morgan County Treasurer and Public Trustee Quarterly Report
4th Quarter - 2024

	<u>This Quarter</u>	<u>This Year-to-Date</u>	<u>Last Year-to-Date</u>	<u>% Inc/Dec</u>
<u>Tax Collections</u>	\$477,323.85	\$60,557,986.53	\$56,655,361.79	6.89%
<u>Collection % of Taxes</u>	0.78%	99.44%	99.41%	
<u>Treas Fees Earned</u>	\$29,416.66	\$770,878.16	\$673,605.59	14.44%
CD's, T-Bills & Gov Sec	\$30,708,222.98	\$30,708,222.98	\$20,624,320.35	
Banks/Govt Pool Accts	\$56,499,541.53	\$56,499,541.53	\$58,501,307.76	
<u>Total Investments</u>	\$87,207,764.51	\$87,207,764.51	\$79,125,628.11	10.21%
<u>Reserve Accounts</u>	\$15,630,067.59	\$15,630,067.59	\$14,340,546.35	8.99%
<u>Average Daily Balance</u>	\$87,648,775.76	\$86,440,244.20	\$79,845,961.94	8.26%
<u>Interest Earned</u>	\$964,388.02	\$4,080,365.75	\$3,524,621.83	15.77%
<u>Average Interest Rate</u>	4.401%	4.720%	4.414%	
<u>Foreclosure Excess Fees</u>	\$8,830.94	\$17,698.76	\$7,327.80	141.53%
<u>Foreclosure Events</u>				
New Files	16	45	52	-13.46%
Cured	4	11	8	37.50%
Withdrawn	5	29	44	-34.09%
Sold	3	11	12	-8.33%
Deeded	4	11	12	-8.33%
<u>Releases of Deeds of Trust</u>	229	832	763	9.04%

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

Jon J. Becker, Chair

Date

Timothy A. Malone, Commissioner

Date

Kelvin S. Bernhardt, Commissioner

Date

ATTEST:
(Seal)

Clerk to the Board

ASSIGNMENT OF EASEMENT

This ASSIGNMENT OF EASEMENT ("Assignment") dated _____, 2025 (the "Effective Date") is by and between the Department of Transportation, State of Colorado whose address is 2829 West Howard Place, Denver, CO 80204 ("Assignor") and Morgan County, whose address is 218 Kiowa Avenue, Fort Morgan, CO 80701 (hereinafter collectively referred to as "Assignee").

For Ten Dollars (\$10.00) and other good and valuable consideration received and acknowledged, Assignor hereby assigns to Assignee and its successor and assigns the entirety of Assignor's right, title and interest in and to the easement created pursuant to the Permanent Easement dated November 6, 2023 between Susan M. Maass, and the Department of Transportation, State of Colorado (the "Easement"), such Easement being recorded at Reception No. 948838 in the real property records of Morgan County, Colorado, affecting lands located within the bounds of Section 19, T4N - R55W, 6th P.M. in Morgan County, Colorado. The Easement is attached hereto and incorporated herein as Exhibit "A".

This Assignment is made without warranty of title of any kind, express, implied or statutory, except that Assignor warrants title to the entirety of all rights, title and interest granted pursuant to the Easement from and against all persons claiming by, through, and under Assignor, but not otherwise.

The Assignor has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

DEPARTMENT OF TRANSPORTATION
STATE OF COLORADO

By: _____
Hope Wrigh, Chief Clerk,
Property Management

By: _____
Keith Stefanik , P.E.
Chief Engineer

STATE OF COLORADO }
 } ss.
CITY AND COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Keith Stefanick P.E., Chief Engineer, and Hope Wright, Chief Clerk, Property Management, of the State of Colorado acting by and through the Department of Transportation.

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
County of _____)

My Commission expires _____.

Witness my hand and official seal.

Notary Public

EXHIBIT "A"

PROJECT NUMBER: SRH SW02-451
PERMANENT EASEMENT NUMBER: PE-3
PROJECT CODE: 23538
DATE: July 01, 2022
DESCRIPTION

A Permanent Easement No. PE-3 of the Department of Transportation, State of Colorado Project No. SRH SW02-451 containing 12,107 sq. ft. (0.278 acres), more or less, in Section 19, Township 4 North, Range 55 West, of the 6th Principal Meridian, in Morgan County, Colorado, also within a parcel of land recorded at Reception Number 910767, Morgan County Records, said tract or parcel being more particularly described as follows:

Beginning at a point on the north Right-of-Way line of Morgan County Road U (60' R.O.W.), also being the south line of said parcel of land recorded at Reception Number 910767, Morgan County Records, whence the southeast corner of said Section 19 bears S. 88°21'53" E., a distance of 563.45 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence along said north Right-of-Way line of Morgan County Road U (60' R.O.W.), S. 88°35'00" W., a distance of 22.71 feet;
2. Thence departing said north Right-of-Way line N. 47°14'36" E., a distance of 113.71 feet;
3. Thence N. 59°29'13" E., a distance of 168.09 feet;
4. Thence N. 42°20'18" E., a distance of 389.46 feet;
5. Thence N. 20°12'29" E., a distance of 91.91 feet;
6. Thence N. 01°55'20" W., a distance of 45.96 feet;
7. Thence N. 88°04'40" E., a distance of 15.00 feet to the west Right-of-Way line of Morgan County Road 31 (60' R.O.W.), also being the east line of said parcel of land recorded at Reception Number 910767, Morgan County Records;
8. Thence along said west Right-of-Way line of Morgan County Road 31 (60' R.O.W.), S. 01°55'20" E., a distance of 48.89 feet;
9. Thence departing said west Right-of-Way line S. 20°12'29" W., a distance of 97.78 feet;
10. Thence S. 42°20'18" W., a distance of 394.66 feet;
11. Thence S. 59°29'13" W., a distance of 168.74 feet;

12. Thence S. 47°14'36" W., a distance of 95.05 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described Permanent Easement contains 12,107 sq. ft. (0.278 acres), more or less.

The purpose of the above-described Permanent Easement is for the construction, use & maintenance of roadway improvements & all related activities.

Basis of Bearings: All bearings are based on a line between the southeast Corner of said Section 19, Township 4 North, Range 55 West, of the 6th P.M. (Fnd. Rebar with Aluminum Cap stamped "RLS 1791, 2006") and the south One-Quarter Corner of said Section 19, Township 4 North, Range 55 West, of the 6th P.M. (Fnd. 3-1/4" Aluminum Cap in Monument Box stamped "LS 33642, 2003") having a grid bearing of S. 88°35'00" W.

For and on behalf of:
105 West, Incorporated
Richard D. Muntean, PLS 38189
4201 E. Yale Ave., Ste. 230
Denver, Co 80222

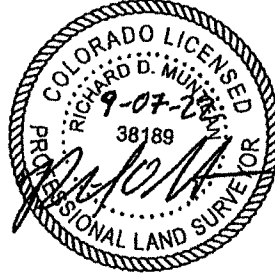


EXHIBIT "A"

PROJECT NUMBER: SRH SW02-451

PARCEL NUMBER: RW-3

PROJECT CODE: 23538

DATE: July 01, 2022

DESCRIPTION

A tract or parcel of land No. RW-3 of the Department of Transportation, State of Colorado Project No. SRH SW02-451 containing 41,652 sq. ft. (0.956 acres), more or less, in Section 19, Township 4 North, Range 55 West, of the 6th Principal Meridian, in Morgan County, Colorado, also within a parcel of land recorded at Reception Number 910767, Morgan County Records, said tract or parcel being more particularly described as follows:

Beginning at a point on the north Right-of-Way line of Morgan County Road U (60' R.O.W.), also being the south line of said parcel of land recorded at Reception Number 910767, Morgan County Records, whence the southeast corner of said Section 19 bears S. 88°21'53" E., a distance of 563.45 feet, said point also being the TRUE POINT OF BEGINNING:

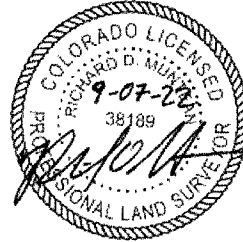
1. Thence N. 47°14'36" E., a distance of 95.05 feet;
2. Thence N. 59°29'13" E., a distance of 168.74 feet;
3. Thence N. 42°20'18" E., a distance of 394.66 feet;
4. Thence N. 20°12'29" E., a distance of 97.78 feet to the west Right-of-Way line of Morgan County Road 31 (60' R.O.W.), also being the east line of said parcel of land recorded at Reception Number 910767, Morgan County Records;
5. Thence along said west Right-of-Way line of Morgan County Road 31 (60' R.O.W.), S. 01°55'20" E., a distance of 133.02 feet to the northwesterly line of a ten-foot-wide Right-of-Way Easement for Mountain States Telephone and Telegraph Company recorded in Book 746, Page 9, Morgan County Records;
6. Thence departing said west Right-of-Way line and along said northwesterly line S. 42°20'18" W., a distance of 536.89 feet to said north Right-of-Way line of Morgan County Road U (60' R.O.W.);
7. Thence along said north Right-of-Way line S. 88°35'00" W., a distance of 157.66 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 41,652 sq. ft. (0.956 acres), more or less.

The purpose of the above-described parcel is for permanent roadway construction & associated appurtenances.

Basis of Bearings: All bearings are based on a line between the southeast Corner of said Section 19, Township 4 North, Range 55 West, of the 6th P.M. (Fnd. Rebar with Aluminum Cap stamped "RLS 1791, 2006") and the south One-Quarter Corner of said Section 19, Township 4 North, Range 55 West, of the 6th P.M. (Fnd. 3-1/4" Aluminum Cap in Monument Box stamped "LS 33642, 2003") having a grid bearing of S. 88°35'00" W.

For and on behalf of:
105 West, Incorporated
Richard D. Muntean, PLS 38189
4201 E. Yale Ave., Ste. 230
Denver, Co 80222



MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this 15th day of November, 2023, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the **STATE OF COLORADO** and **MORGAN COUNTY, COLORADO** ("**Grantee**"), whose address for purposes of this instrument is 10601 10th St., Greeley, Colorado, 80634, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Morgan County, Colorado as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

15th **WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated November 2023 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.


All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there

may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

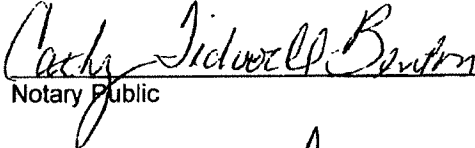
GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: 
Name: Dean Ferris
Title: Director Right of Way and Real Estate Management

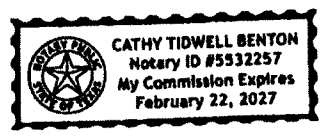
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 15th day of November, 2023, by Dean Ferris as Director Right of Way and Real Estate Management of **BNSF RAILWAY COMPANY**, a Delaware corporation.


Notary Public

My appointment expires: Feb. 22, 2027

(Seal)



GRANTEE:

MORGAN COUNTY

By: *Gordon H. Westhoff*

Name: *Gordon H. Westhoff*
Title: *Commissioner*

STATE OF *Colorado* §
 §
COUNTY OF *Morgan* §

This instrument was acknowledged before me on the *7th* day of *September*
2023 by *Gordon H. Westhoff* (name) as
Chairman (title) of *Morgan County Commissioners*, a

Randee Aleman
Notary Public

My appointment expires: *3.19.2027*

(Seal)

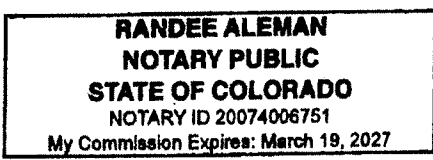


EXHIBIT "A"

PROJECT NUMBER: SRH SW02-451
PERMANENT EASEMENT NUMBER: PE-2
PROJECT CODE: 23538
DATE: July 01, 2022
DESCRIPTION

A Permanent Easement No. PE-2 of the Department of Transportation, State of Colorado Project No. SRH SW02-451 containing 12,383 sq. ft. (0.284 acres), more or less, in Section 30, Township 4 North, Range 55 West, of the 6th Principal Meridian, in Morgan County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the southeasterly Right-of-Way line of the B.N.S.F. Railroad (100' R.O.W.), whence the northeast corner of said Section 30 bears N. 67°37'27" E., a distance of 475.89 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence along said southeasterly Right-of-Way line of the B.N.S.F. Railroad (100' R.O.W.), S. 42°20'18" W., a distance of 123.83 feet;
2. Thence departing said southeasterly Right-of-Way line N. 47°39'42" W., a distance of 100.00 feet to the northwesterly Right-of-Way line of the B.N.S.F. Railroad (100' R.O.W.), also being the southeasterly line of a parcel of land recorded at Reception Number 860435, Morgan County Records;
3. Thence along said northwesterly Right-of-Way line of the B.N.S.F. Railroad (100' R.O.W.), N. 42°20'18" E., a distance of 123.83 feet;
4. Thence departing said northwesterly Right-of-Way line S. 47°39'42" E., a distance of 100.00 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described Permanent Easement contains 12,383 sq. ft. (0.284 acres), more or less.

The purpose of the above-described Permanent Easement is for the construction, use & maintenance of roadway improvements & all related activities.

Basis of Bearings: All bearings are based on a line between the northeast Corner of said Section 30, Township 4 North, Range 55 West, of the 6th P.M. (Fnd. Rebar with Aluminum Cap stamped "RLS 1791, 2006") and the north One-Quarter Corner of said Section 30, Township 4 North, Range 55 West, of the 6th P.M. (Fnd. 3-1/4" Aluminum Cap in Monument Box stamped "LS 33642, 2003") having a grid bearing of S. 88°35'00" W.

For and on behalf of:
105 West, Incorporated
Richard D. Muntean, PLS 38189
4201 E. Yale Ave., Ste. 230
Denver, Co 80222

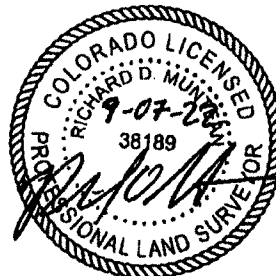


EXHIBIT "A"

PROJECT NUMBER: SRH SW02-451

PARCEL NUMBER: RW-1

PROJECT CODE: 23538

DATE: July 01, 2022

DESCRIPTION

A tract or parcel of land No. RW-1 of the Department of Transportation, State of Colorado Project No. SRH SW02-451 containing 41,698 sq. ft. (0.957 acres), more or less, in Section 30, Township 4 North, Range 55 West, of the 6th Principal Meridian, in Morgan County, Colorado, also within a parcel of land recorded at Reception Number 860435, Morgan County Records, said tract or parcel being more particularly described as follows:

Beginning at a point on the northwesterly Right-of-Way line of the B.N.S.F. Railroad (100' R.O.W.), also being the southeasterly line of said parcel of land recorded at Reception Number 860435, Morgan County Records, whence the northeast corner of said Section 30 bears N. 67°26'51" E., a distance of 714.68 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 34°28'58" W., a distance of 271.70 feet to the south Right-of-Way line of Morgan County Road U (60' R.O.W.), also being the north line of said parcel of land recorded at Reception Number 860435, Morgan County Records;
2. Thence along said south Right-of-Way line of Morgan County Road U (60' R.O.W.), N. 88°35'00" E., a distance of 366.26 feet to said northwesterly Right-of-Way line of the B.N.S.F. Railroad (100' R.O.W.);
3. Thence departing said south Right-of-Way line and along said northwesterly Right-of-Way line of the B.N.S.F. Railroad (100' R.O.W.), S. 42°20'18" W., a distance of 315.24 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 41,698 sq. ft. (0.957 acres), more or less.

The purpose of the above-described parcel is for permanent roadway construction & associated appurtenances.

Basis of Bearings: All bearings are based on a line between the northeast Corner of said Section 30, Township 4 North, Range 55 West, of the 6th P.M. (Fnd. Rebar with Aluminum Cap stamped "RLS 1791, 2006") and the north One-Quarter Corner of said Section 30, Township 4 North, Range 55 West, of the 6th P.M. (Fnd. 3-1/4" Aluminum Cap in Monument Box stamped "LS 33642, 2003") having a grid bearing of S. 88°35'00" W.

For and on behalf of:
105 West, Incorporated
Richard D. Muntean, PLS 38189
4201 E. Yale Ave., Ste. 230
Denver, Co 80222





History Colorado

January 23, 2025

Mark Arndt
Morgan County Commissioner
218 W. Kiowa, P.O. Box 596
Fort Morgan, CO 80701

Re: Colorado State Register of Historic Places nomination of the Orchard Commercial Historic District (site # 5MR.1066) Front Street and Grand Ave, Orchard, Morgan County.

Dear Commissioner Arndt:

It is my pleasure to announce the listing of the Orchard Commercial District in the Colorado State Register of Historic Properties. The official designation took place on January 22, 2025, in recognition of this property's contribution to the heritage of the State of Colorado. A copy of the official notification of designation is enclosed.

On behalf of Governor Polis, the Colorado Historic Preservation Review Board, and History Colorado, I extend to you our congratulations and our sincere appreciation for your continuing interest in historic preservation. If you have questions about listing or other aspects of the National Register program, please contact Damion Pechota, National & State Register Historian, at 720.262.1042, or at damion.pechota@state.co.us.

Sincerely,

Patrick Eidman
Deputy State Historic Preservation Officer

BID TABULATION FOR REQUEST FOR BID FAIRGROUNDS LEAN-TO STRUCTURE PROJECT

Bidder	Bid Amount	Local	Warranty	Alternates
Buildings By Design	\$118,937.00	YES	YES	Yes - No cost change for no metal on roof
Mick Moul's Modern Builders	\$126,975.00	NO	N/A	None

My recommendations is Building By Design

Jon Becker Chair _____

Tim Malone Commisisoner _____

Kelvin Bernhardt Commisisoners _____

Building Maintance _____

COMMISSIONERS CALENDAR

January 24, 2025 through February 4, 2025

January 24, 2025	8:00 A.M. 9:00 A.M.	KSIR Radio Interview (Bernhardt) CDOT/STAC
January 27, 2025	10:00 A.M. 11:00 A.M. 11:30 A.M. 12:30 P.M. 1:30 P.M. 2:30 P.M.	Department of Human Services Agency Meeting BCC Office Meeting Finance Department Meeting Veteran's Service Officer Meeting Public Works Department Meeting Planning & Zoning/Building Department Meeting
January 28, 2025	7:00 A.M. 9:00 A.M. 9:05 A.M. Hearing Immediately following Board Meeting 10:00 A.M. 12:30 P.M. 2:00 P.M. 3:00 P.M.	Fort Morgan Chamber Meeting DHS Financial Meeting Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) *Steve Myers, Terry Myers and Randy Myers *Public Service Company of Colorado (Xcel Energy) County Attorney Office Hours HR Department Meeting Emergency Management Department Meeting Solid Waste Department Meeting
January 29, 2025	9:00 A.M.	Jail/Justice Center/Courts Tour (Becker, Malone, Bernhardt)
January 30, 2025	9:00 A.M. 5:30 P.M.	Steering Committee (Malone) Fair Board Meeting - Ext. Office (Malone)
January 31, 2025	9:00 A.M.	Steering Committee
February 3, 2025	11:00 A.M. 11:30 A.M. 12:30 P.M. 1:00 P.M.	Monthly Region 4 Opioid Council Meeting (Malone) BCC Office Meeting Finance Department Meeting Building Maintenance Department Meeting
February 4, 2025	12:30 P.M.	HR Department Meeting

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

Department meetings may be by conference call or virtual meeting upon request.

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

Posted 01/24/2025 @ 4:00 P.M. by Mindi Cloyd, Administrative Services Manager

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

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

TABLE OF CONTENTS

- **File Summary**
- **Previous Resolutions**
 - Original SUP 1976
 - 96 BCC 45
 - 99 BCC 49 – 1041 for Manchief
 - 2002 BCC 16
 - 2002 BCC 20
 - 2017 BCC 38
 - Rec. No. 926794 Administrative Approval - 2017
 - Rec. No. 946064 Administrative Approval - 2023
 - Rec. No. 951805 Administrative Approval - 2024
- **Additional Application Information**
 - Ditch Company Notification
 - Mineral Notification
 - Tax Account Statement
- **Landowner Letters, Referrals & Responses**
 - Landowner Letter sent & Responses Received
 - Referral Sent & Responses Received
 - Notification
 - Sign Posting Pictures & Affidavit
- **Original Submittal**



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

December 19, 2024

Public Service Company of Colorado (Xcel Energy)
14940 CO RD 24
Brush, CO 80723
Sent via email: [REDACTED]

Dear Applicant:

Your Application for an Amended Special Use Permit has been received by our office and will go to review and decision by the Planning Commission and the Board of County Commissioners. The hearing for the Planning Commission will be held on **Tuesday, January 21, 2025 at 6:00 P.M.** The hearing for the Board of County Commissioners will be held on **Tuesday, January 28, 2025 at 9:00 A.M.**

Mineral Right notifications need to be made by December 21, 2024 and proof of mailing provided to our office no later than January 6, 2025.

As per Section 2-450(B), notification sign postings need to occur no later than 10 days prior to each hearing and photographs accompanied by an affidavit to our office no later than 5 days prior to each hearing. One sign facing each public right-of-way adjacent to the property is required. The county will provide (1) sign for each hearing, for the entrance at County Road 24. It is up to you to post it.

Planning Commission sign notice dates: **Posted by January 10, 2025**
Pictures and Affidavit by January 16, 2025

Board of County Commissioners sign notice dates: **Posted by January 17, 2025**
Pictures and Affidavit by January 23, 2025

We will have both PC and BCC signs ready to be picked up in our office on **January 3, 2025.**

It is necessary that the landowners be present at the hearings to answer any questions the Planning Commission and Board of County Commissioners may have. If any of the landowners are unable to attend, a letter stating who will be representing them will be needed for each hearing. Do not hesitate to contact us at any time if you have questions.

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

FILE SUMMARY



**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

**MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
FILE SUMMARY
January 22, 2025
January 28, 2025 Hearing Date**

APPLICANT and LANDOWNER: Public Service Company of Colorado (Xcel Energy)

Public Service Company of Colorado (PSCo) has submitted an application to amend its special use permit, which was originally approved on October 12, 1976. The original SUP was issued for major facility of a public utility and has been amended several times to include new facilities on the property related to the Pawnee Station. The amendment would allow for the conversion of the existing coal fueled electric generation facility (Pawnee Station) and repowering it with natural gas. In addition, PSCo seeks the amendment to include options of blending hydrogen and other alternative fuels in the future at the generation facility. Pawnee Station is currently operating as a 505MW net capacity coal fired, steam-electric generating station and the conversion to natural gas will maintain the 505MW capacity. This conversion will assist both PSCo and the State of Colorado in achieving the reduction of carbon emissions by over 80 percent by 2030.

The current permitted area is the W1/2SE1/4 and the W1/2, except a one-acre parcel of Section 17, the E1/2 of Section 18, Section 19 except a 400-foot by 600-foot parcel in the northwest corner, and the W1/2 of Section 20, all in Township 3 North, Range 56 West of the 6th PM, Morgan County, Colorado. The permitted area is approximately 1,650 acres and zoned Heavy Industrial.

One aspect of the proposed amendment is to expand the permitted area to include the majority of the property owned by PSCo. This would increase the acreage to approximately 2,187 acres but also remove 2 parcels in Section 19, which contain the ManChief Electric Generating Station. The ManChief Electric Generating Station is subject to a separate 1041 permit issued by the County in 1999. The additional acreage is zoned Agricultural Production.

The permitted area, both the current area and the proposed addition, is not currently included within a fire protection district. PSCo had a service agreement with the Brush Rural Fire Protection District; however, that agreement has expired. In its, application, PSCo represents that it is currently negotiating a new agreement with Fire Protection District to be completed by June 2025 and a copy will be provided to the County. However, upon a request for additional information on the status of the agreement, Brush Rural Fire Protection District informed the County that PSCO's

intends to include. Brush Rural Fire Protection District is also willing to honor the expired agreement until the inclusion is completed. See referral response.

Other components of this conversion project include:

- Modification of the Pawnee Regulator Station to supply fuel to the Pawnee Station.
- Construction of 1,300 LF of new 10-inch and 700 LF of 20-inch pipeline to supply gas to Pawnee Station.
- Retirement and decommissioning of coal and ash handling equipment.
- The construction of a new 75 foot by 150 foot (13,125 SF) aboveground water treatment facility.
- A temporary laydown yard of approximately 3.47 acres.

Unrelated to the conversion is the expansion of the substation area approximately 60 feet west for additional interconnection.

The overall conversion and construction would start in early 2025 to allow an in-service date by January 1, 2026.

The haul route proposed is from I-76 to County Road 24 south approximately 3-1/2 miles to the current site access. Morgan County Road and Bridge Department has a budgeted project for 2025 for County Road 24, which includes the portion of County Road 24 from I-76 to State Highway 34. The project is a 3-inch asphalt overlay and milling of bridge deck in the segment of road.

During construction by PSCo, onsite activity is expected to take place between the hours of 6 a.m. and 5 p.m., Monday through Friday and the workforce would average of 50 workers up to 100 workers during the peak of construction.

In addition to the permit application, packets for the Planning Commission hearing include referral responses from CPW and PSCo.

Lastly, this application is subject to certain provisions of state law related to major electrical or natural gas facilities. Pursuant to C.R.S. § 29-20-108, a local government must act on a final application for the location, construction, or improvement of major electrical or natural gas facilities by a public utility or a power authority within 90 days of the complete submission of the final application. In the case of this application, the County must take final action by March 6th. If the County does not take final action by that date, the application will be deemed approved.

Review

In reviewing these applications, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a Use by Special Review in Section 2-455 of the Morgan County Zoning Regulations have been satisfied.

Section 2-455 Special Use Permit Criteria:

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

Chapter 2 – Plan Summary

E.2 -- Public Facilities and Services

Goal – To develop essential public facilities and services which contribute to providing a high quality of life for residents of Morgan County.

The continued energy generated from the Pawnee Station will serve Xcel Energy customers, including Morgan County and surrounding communities. Natural gas is generally a cleaner fuel and overall, the ambient air quality in Morgan County will benefit due to this conversion.

- (B) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.
- (C) The Site Plan conforms to the district design standards of Section 2-470 of the Morgan County Zoning Regulations.
- (D) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures.
Dust will be controlled on site by best management practices, such as periodic watering and reducing construction traffic speeds on-site.
- (E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.
The proposed project is compatible with the surrounding uses. The construction site is more than half a mile from the nearest residence.
- (F) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by federal, state or county regulation, whichever is the strictest.
The project will have minimal impacts on surrounding adjacent uses as the facility already exists and the conversion will increase generation efficiency and reduce greenhouse gas emissions. However, to ensure public safety and due to the location of the project, a fire services agreement with the nearest Fire Protection District must be in place prior to construction and during the period PSCo operates its facilities under the special use permit and any amendments.
- (G) The special use proposed is not planned to be developed on a non-conforming parcel.
- (H) The applicant has adequately documented a public need for the project, all pertinent technical information, and adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review.
The project serves as an integral part of Xcel Energy's February 2021 Colorado Clean Energy Plan, updated in April 2022.

- (I) For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.
Existing on-site resources of potable water for human consumption will be maintained.

As stated above, in 1976, the special use permit was approved as a major facility of a public utility without reference to the means of power generation. Staff is recommending that the description of the use be revised to “major facility of public utility, specifically as a natural gas-powered electric generation facility.” If PSCo decides to use other fuel other than natural gas, a major amendment to this amendment would be required.

The following conditions are recommended if the amendment to the special use permit is approved:

1. All necessary land use, environmental, and construction permits, approvals and authorizations will be obtained prior to the start of and during construction as required and may include, but are not limited to, land use permits, right-of-way (ROW) permits, road use agreements, access permits, oversize/overweight permits, grading permits, and stormwater permits.
2. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the water treatment facility and may include, but are not limited to, interconnection/crossing agreements, final drainage & erosion control plan, operations and maintenance plan, Liability Insurance Certificate, final locations for any laydown yard, and a copy of the APEN issued by the Colorado Department of Public Health and Environment.
3. The Brush Rural Fire Protection District will continue to operate under the 2012 Fire Service Agreement with PSCo until the completion of the inclusion process. Within 120 days of the date of the approval of the amendment to the Permit, PSCo shall provide an updated agreement or a copy of the inclusion order for the property to the County. While all periods PSCo is conducting activities on the Property pursuant to its special use permit or any amendments to that permit, it shall maintain an agreement with a fire protection district for emergency fire services at the Property. The requirement to maintain an agreement with a fire protection district shall not apply if the Property is included within the boundaries of a fire protection district pursuant to the provisions of Title 32, C.R.S.
4. Prior the commencement of construction, PSCo will enter into a road use agreement for the use of any public road during construction which shall include the following terms and elements:
 - a. A map showing which County roads will be used during construction.

- b. A pre-construction baseline survey or inventory of the road condition of County Road 24 from the south side of Highway 34 to the entrance of the Property, obtained by PSCo at its sole expense.
 - c. Within 30 days of written notice by the County of the completion of the County Road 24 overlay project, PSCo, at its sole expense, will be required to complete a baseline survey or inventory of the road condition of County Road 24 from the south side of I-76 to the north side of Highway 34.
 - d. After completion of the conversion project, PSCo will be required to submit a post-construction survey of County Road 24 from the south side of I-76 to the entrance onto the Property.
 - e. A mitigation plan to address traffic congestion, control, and potential impacts to County roads to be used during construction.
 - f. A requirement that the PSCo return County Road 24 from the south side of Highway 34 to the entrance to the Property to its pre-construction condition. A requirement that PSCo return County Road 24 south of I-76 to the north side of Highway 34 to the condition presented after the County's overlay project as demonstrated by PSCo's survey provided after the completion of the County's overlay project.
 - g. A requirement to post financial security in an amount not less than one hundred fifteen percent (115%) of the estimated cost to complete all road restoration, in the form of an irrevocable letter of credit or cash escrow. Cost estimates shall be provided by a licensed Colorado engineer. Upon preliminary acceptance of the restored public road, the County shall release all but fifteen percent (15%) of total actual costs of restoration of the public roads, so long as PSCo is not in default of any provision of the road use agreement. The County shall inspect the restored roads and PSCo shall pay to the County the cost incurred by the County in conducting such inspections. These costs shall be due and payable upon demand of the County. PSCo shall be responsible for correcting or properly completing the restoration.
 - f. The residual fifteen percent (15%) retained by the County shall act as security for PSCo's guarantee that the restoration remains free of defect during a two-year warranty period. PSCo may at any time during the preliminary acceptance or warranty period offer to provide a substitute or supplemental form of financial security to that security as originally posted with and/or retained by the County. The County may accept substitute or supplemental forms of security in its sole discretion.
5. PSCo shall prevent the existence of any nuisances by way of its construction activities. All trash, litter, construction waste and any potentially hazardous materials shall be disposed of properly off-site. If the County determines that a nuisance exists and the nuisance is not

abated or an abatement plan is not submitted to the satisfaction of the County, the County may, upon thirty (30) days' notice, undertake such abatement and lien the property for the costs of the abatement. Such abatement shall not be deemed to limit any other enforcement rights of the County.

6. PSCo shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.
7. PSCo shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice PSCo for costs and fees and payment will be due by PSCo within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County.

This application was considered by the Planning Commission in a public hearing January 21, 2025.

The Planning Commission recommended approval on a vote of 7 in favor and 0 opposed.

Since the Planning Commission hearing held last week, PSCo requested that this major amendment include the ability to introduce a blend of hydrogen or other alternative fuels without another major amendment. It has suggested that the conditions of the permit allow for introduction of hydrogen or other fuel blends less than or equal to 30% of the fuel utilized for power generation at any given time, either through a minor amendment or a notice requirement to the County. If the Board would like consider such a condition, here is some potential language:

PSCo may incorporate hydrogen or other fuel blends up to or equal to 30% of the fuel utilized for power generation at any given time upon approval of a minor amendment to this Permit pursuant to the Morgan County Zoning Regulations. If a minor amendment process is not available under the Morgan County Zoning Regulations, as they may be modified, the amendment shall be process pursuant to the applicable process at the time of the amendment application.

Nicole Hay,
Morgan County Planning Administrator

PREVIOUS RESOLUTIONS

Original SUP 1976

96 BCC 45

99 BCC 49 – 1041 for Manchief

2002 BCC 16

2002 BCC 20

2017 BCC 38

Rec. No. 926794 Administrative Approval - 2017

Rec. No. 946064 Administrative Approval - 2023

Rec. No. 951805 Administrative Approval - 2024

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

IN RE THE APPLICATION OF)
PUBLIC SERVICE COMPANY OF) FINDINGS AND ORDER
COLORADO FOR APPROVAL OF)
USE PERMITTED BY SPECIAL)
REVIEW)

The Application of Public Service Company for Approval of Use Permitted by Special Review having previously come on for public hearing and subsequently thereto the respective parties having filed their briefs in support of their positions, and the Morgan County Board of County Commissioners having reviewed the evidence, including the site plan, and being advised in the premises, DOTH FIND:

THAT the lands to be effected by issuance of a Special Use Permit are described as follows:

North
Township 3 / Range 56 West of the 6th P. M.
Section 17: $W\frac{1}{2}SE\frac{1}{4}$, $W\frac{1}{2}$ except 1 acre parcel
Section 18: $E\frac{1}{2}$
Section 19: All except a 400 ft. by 600 ft.
parcel in the northwestern corner
Section 20: $W\frac{1}{2}$

THAT if this Special Use Permit is granted it will offer the county additional and continuing control over the actual use of this land and its development. The granting of this permit would restrict Public Service Company to activities on this site as outlined on their site plan, and any expansion or major change in their project, such as the building of a second generating unit, will necessitate their returning to the county with a formal application to amend this site plan.

THAT Public Service Company also has agreed to make improvements to certain county roads, at their expense, and pursuant to specifications to be set up by the Morgan County Commissioners.

It is our opinion that the general requirements of 15.2 of the Morgan County Zoning Resolution have been adequately addressed and substantiated by our affirmative action on the Public Service Company

rezoning request and further that the specific plans, methods and studies also called for in Section 15.2, 1. through 12., of the Morgan County Zoning Resolution have been complied with.

Based upon the foregoing, the following Resolution was unanimously adopted by the Board of County Commissioners of Morgan County, Colorado:

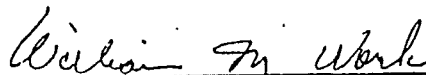
RESOLVED: That the application for Special Use Permit for a Major Facility of a Public Utility in an H-I (Heavy Industrial Zone) by Public Service Company is approved by this Board.

Done this 12th day of October, 1976.

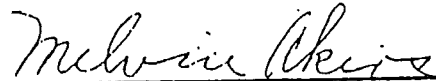
BOARD OF COUNTY COMMISSIONERS
OF MORGAN COUNTY, COLORADO



Chairman

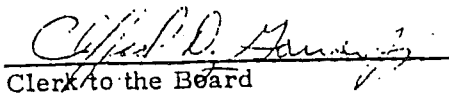


Commissioner



Commissioner

ATTEST:
(Seal)


Clerk to the Board

RESOLUTION
96 BCC 45

WHEREAS on September 4, 1996, the Board of County Commissioners of Morgan County, Colorado held a public hearing pursuant to the Morgan County Zoning Regulations on the application of Public Service Company of Colorado to amend the Special Use Permit for the Pawnee Power Plant to allow for the expansion of evaporation pond "A" by increasing the height of the dike surrounding the pond by six feet, and

WHEREAS, the notice of the public hearing was properly published and all landowners within one quarter mile of the site were notified, and

WHEREAS, the Board of County Commissioners received testimony and evidence from the applicant, and

WHEREAS, the Board of County Commissioners received the comments of the public regarding the application, and

WHEREAS, the Board of County Commissioners received the report of the Morgan County Planning Administrator, and

WHEREAS, the applicant has committed to managing the construction of the project and any modifications to the existing power lines adjacent to the site in such manner that existing trees near the power lines will not need to be trimmed or removed.

Upon a motion duly made, seconded, and carried unanimously, the following Resolution was adopted:

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

1. The application of Public Service Company of Colorado for and amendment to the Special Use Permit for the Pawnee Power Plant to allow the expansion of evaporation pond "A" by increasing the height of the dike of said pond by six (6) vertical feet is hereby granted.

2. The permitted property is more particularly described as:

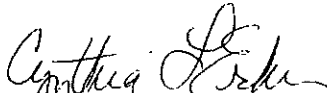
A portion of the SW1/4SE1/4 Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

3. The amendment to the existing permit is in conformance with the Morgan County Comprehensive Plan.

4. All applicable design standards have been met. The County Commissioners retain continuing jurisdiction on the issue of design standards.
5. All on and off site impacts have been satisfactorily mitigated by the terms and conditions of this permit. Mitigation measures shall include but not be limited to the following:
 - a. All off site construction and transportation dust shall be mitigated by road watering and other appropriate dust suppression methods.
 - b. All disturbed areas shall be revegetated.
 - c. Any abnormal results of analysis of samples from existing groundwater monitoring wells will be reported to the County and any appropriate State or Federal agency together with an analysis of the cause of the abnormal reading and a proposed mitigation plan.
 - d. All storm water runoff will be contained on the site both during construction and the operation of the expanded evaporation pond.
6. At the time of closure of the expanded evaporation pond, and any other ponds on the plant site a separate amendment to the original Use by Special Review Permit will be required by the County to approve the method of closure.
7. The amendment to the existing Special Use has been made satisfactorily compatible with surrounding uses.
8. It is in the public health, safety , and welfare to grant the application.
9. There is a public need for the project and all pertinent technical information has been provided to the County and the applicant has sufficient financial resources to implement the project.
10. The Board of County Commissioners retains continuing jurisdiction on this permit to address possible future problems with the site and to insure compliance with the conditions of this permit. The County also retains jurisdiction and the right and authority of County personnel to inspect the site at any reasonable time.
11. The applicant, as a condition of this permit, shall comply with all appropriate local, state, and federal laws and regulations.
12. The applicant shall be responsible for complying with all of the foregoing requirement and design standards. Noncompliance with any of the foregoing may be reason for revocation of this permit by the Board of County Commissioners.

DATED this 15th Day of September, 1996.

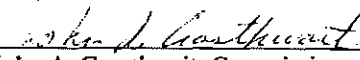
BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO



Cynthia L. Erker, Chairman



Mark A. Arndt, Commissioner



John A. Crosthwait, Commissioner

ATTEST:

FAY A. JOHNSON
CLERK TO THE BOARD

By: 
(SEAL)

RESOLUTION
99 BCC 49

**A RESOLUTION GRANTING A PERMIT FOR AN ELECTRIC
GENERATING STATION LOCATED IN THE W½NE¼ OF SECTION 19,
TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH P.M.**

WHEREAS, on August 18, 1999, the Board of County Commissioners of Morgan County, Colorado held a public hearing pursuant to the Morgan County Guidelines and Regulations for areas and activities of state interest on the application of Public Service Company of Colorado and Fulton Cogeneration Associates for construction of a natural gas fired gas turbine electric generating station located in the W½NE¼ of Section 19, Township 3 North, Range 56 West of the 6th P.M., and

WHEREAS, the Board of County Commissioners is authorized to regulate major facilities of a public utility pursuant to § 24-65.1-101, and following, of the Colorado Revised Statutes, and

WHEREAS, such regulations were adopted by Morgan County on May 16, 1994, and

WHEREAS, the notice of public hearing was properly published and all other notice requirements have been properly met, and

WHEREAS, the Board of County Commissioners received testimony and evidence from the applicant, and

WHEREAS, the Board of County Commissioners received the testimony of the Morgan County Planning Administrator who recommended approval of the application, and

WHEREAS, the Morgan County Planning Commission recommended approval of the application, and

WHEREAS, there was no public testimony on this application.

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

1. APPROVAL:

The application of Public Service Company of Colorado for approval of a major facility of a public utility to construct and operate a natural gas-fired gas turbine

electric generating station (phase I) and an additional steam turbine generator (Phase II) and associated facilities in the W ½ NE ¼ of Section 19, Township 3 North, Range 56 West of the 6th P.M. is hereby granted. The permitted property is more fully described on the attached Exhibit "A".

2. FINDINGS OF FACT:

a. The use and its location proposed are in conformance with the criteria set out in Section 3-306 of the Morgan County Guidelines and Regulations for areas and activities of state interest. Specifically:

- i. The health, welfare and safety of the citizens of this County will be protected and served by issuance of this development permit.
- ii. The natural and socio-economic environment of this County will be protected and enhanced by development in accordance with the application.
- iii. All reasonable alternatives to the proposed action, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed by the applicant and the proposed action represents the best interests of the people of this County and represents the best utilization of resources in the impact area.
- iv. A satisfactory program to mitigate and minimize adverse impacts has been presented by the applicant.
- v. The nature and location of the facility does not conflict with any applicable provisions of the master plan of this County, and other applicable regional, metropolitan, state, and national plans considered in review of this application.
- vi. The nature and location or expansion of the facility complements the existing and reasonably foreseeable needs of the applicant's service area and of the area immediately affected by the facility.
- vii. The nature and location or expansion of the facility does not unduly or unreasonably impact existing community services, if developed pursuant to the conditions stated below.

- viii. **The nature and location or expansion of the facility will not create an expansion of the demand for government services beyond the reasonable capacity of the community or region to provide such services, as determined by the Board.**
- ix. **The facility or expansion area is not in an area with general meteorological and climatological conditions which would unreasonably interfere with or obstruct normal operations and maintenance.**
- x. **The nature and location of the facility or expansion will not adversely affect the water rights of any upstream, downstream, or agricultural users, adjacent communities or other water users.**
- xi. **Adequate water supplies are available for facility needs.**
- xii. **The nature and location of the facility or expansion will not unduly interfere with any existing easements or rights-of-way for other utilities, canals, mineral claims, or roads, to the extent such rights are reasonably likely to be affected by this facility.**
- xiii. **Adequate electric, gas, telephone, water, sewage, and other utilities exist or shall be developed to service the site of the compressor station and the remaining facilities.**
- xiv. **The nature and location for expansion of the facility will not interfere with any significant wildlife habitat or adversely affect any endangered wildlife species, unique natural resource or historic landmark within the impact area.**
- xv. **The nature and location or expansion of the facility, including expected growth and development related to the operation and provision of service, will not significantly deteriorate water or air quality in the impact area.**
- xvi. **The geological and topographic features of the site are adequate for all construction, clearing, grading, drainage, vegetation, and other needs of the facility construction or expansion.**
- xvii. **The existing water quality of affected state waters will not be degraded below state and federal standards or established baseline levels by the project.**

- xviii. The proposed project will not have a significantly adverse net effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability, and depth of aquifers in the impact area.
- xix. The benefits of the proposed developments outweigh the losses of any natural resources or reduction of productivity of agricultural lands as a result of the proposed development.
- xx. The applicant has obtained or, in view of applicant's condemnation power, is reasonably expected to obtain all property rights, permits, and approvals necessary for the proposed project.
- xxi. The proposed project will not present an unreasonable risk of exposure to or release of toxic or hazardous substances within the impact area. The determination of effects of the project has included the following considerations:
 - (a) The means by which outdoor storage facilities for fuel, raw materials, equipment and related items will be adequately enclosed by a fence or wall;
 - (b) The likelihood of hazardous materials or wastes being moved off the site by natural causes or forces;
 - (c) Containment of inflammable or explosive liquids, solids or gases.
- xxii. The scope and nature of the proposed project will not create duplicate services within the County.

b. In reaching its decision, the Board has relied upon the application and the representation of the applicant at the hearing before the Planning Commission and the Board of County Commissioners, and the reports of Morgan County staff.

3. CONDITIONS:

a. This permit is specifically conditioned on all information presented in the application being followed. All information contained in the application are presented by the applicants at public hearings is deemed to be a portion of this permit and must be specifically followed.

b. The applicants shall meet with the Morgan County Assessor during the construction phases of the project so that the real and personal property connected therewith may be appropriately appraised for taxes. No reasonable request by the Morgan County Assessor shall be refused by the applicants.

c. The applicants shall establish an emergency response plan to address emergencies based upon fire, weather, equipment malfunction or failure, or any other emergency. Copies of these plans shall be properly filed with the Morgan County Emergency Management Director.

d. Any damage to county roads caused by the construction or operation of the permitted facility shall be repaired at the sole expense of the applicants. Any road damage shall be repaired to reasonable standards established by the Morgan County Road and Bridge Department.

e. The applicants shall proceed in conformity with all applicable federal and state statutes and regulations, as well as all applicable local land use regulations, including but not limited to applicable comprehensive plans, subdivision regulations, zoning and building codes, and the specific conditions of this permit.

4. GENERAL PROVISIONS:

a. The Board of County Commissioners retain continuing jurisdiction on this permit to address future possible problems with the site and to insure compliance with the conditions of this permit and all applicable Morgan County Zoning Regulations. The County also retains jurisdiction and the right and authority of county personnel to inspect the site at any reasonable time.

b. This permit shall be limited in area and design to the plans and drawings contained in the application, as modified from time to time, and governed by all applicable Morgan County Regulations. Any material deviations of the plan from the applicant's file or from the design standards or requirements stated herein, shall require approval under an amendment to the permit as provided in the County Regulations and Guidelines.

c. The property owner or operator shall be responsible for complying with all of the foregoing requirements and design standards. Noncompliance with any of the foregoing requirements or design standards may be reason for revocation of this permit by the Board of County Commissioners after notice to the applicants and public hearing as provided in the Regulations and Guidelines.

5. TERM AND VESTING OF RIGHTS:

a. This permit shall be for an indeterminate period for the operational life of the project.

b. The applicants' vested property rights to proceed with Phase I and Phase II, as set out in the application, shall be for a period of seven (7) years from the date of this resolution. This vesting of rights shall be governed by all applicable Colorado statutes.

DATED this 27th day of August, 1999.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**



John A. Crosthwait, Chairman



Mark A. Arndt, Commissioner



Michael E. Harms, Commissioner

[SEAL]

ATTEST:



Fay A. Johnson
Clerk to the Board

EXHIBIT "A"**MANCHIEF ELECTRIC GENERATING STATION**
LEGAL DESCRIPTIONS**POWER PLANT SITE:**

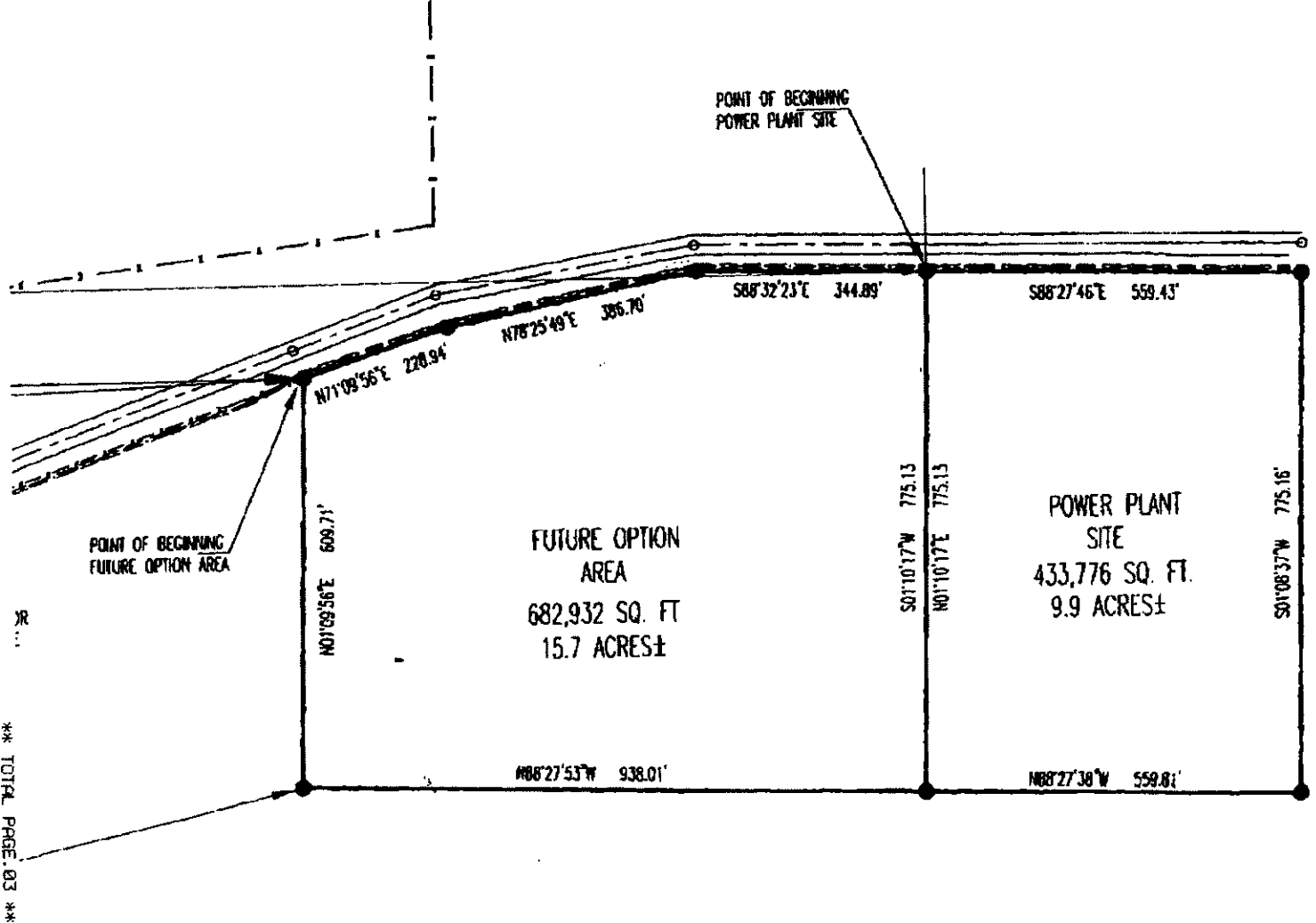
A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N00°00'00"E A DISTANCE OF 140.25 FEET; THENCE N90°00'00"E A DISTANCE OF 3221.61 FEET TO THE TRUE POINT OF BEGINNING ON AN EXISTING FENCELINE; THENCE S88°27'46"E ALONG SAID EXISTING FENCE LINE A DISTANCE OF 559.43 FEET TO A SET REBAR AND CAP; THENCE S01°08'37"W A DISTANCE OF 775.16 FEET TO A SET REBAR AND CAP; THENCE N88°27'38"W A DISTANCE OF 559.81 FEET TO A SET REBAR AND CAP; THENCE N01°10'17"E ALONG THE WEST LINE OF THE EXISTING POWER PLANT SITE A DISTANCE OF 775.13 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING IN ALL 433,776 SQUARE FEET OR 9.9 ACRES MORE OR LESS.

FUTURE OPTION AREA:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N00°00'00"E A DISTANCE OF 77.51 FEET; THENCE N90°00'00"E A DISTANCE OF 2280.48 FEET TO THE TRUE POINT OF BEGINNING ON AN EXISTING FENCELINE, A SET #5 REBAR AND RED PLASTIC CAP STAMPED P.L.S. #7735; THENCE ALONG SAID EXISTING FENCELINE THE FOLLOWING THREE COURSES: N71°09'56"E A DISTANCE OF 228.94 FEET TO A SET REBAR AND CAP; THENCE N78°25'49"E A DISTANCE OF 386.70 FEET TO A SET REBAR AND CAP; THENCE S88°32'23"E A DISTANCE OF 344.89 FEET TO A SET REBAR AND CAP; THENCE S01°10'17"W ALONG THE WEST LINE OF THE EXISTING POWER PLANT SITE A DISTANCE OF 775.13 FEET TO A SET REBAR AND CAP; THENCE DEPARTING SAID WEST LINE N88°27'53"W A DISTANCE OF 938.01 FEET TO A SET REBAR AND CAP; THENCE N01°09'56"E A DISTANCE OF 609.71 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING IN ALL 682,932 SQUARE FEET OR 15.7 ACRES MORE OR LESS.



** TOTAL PAGE 03 **

AUG 20 '99 13:42 FR PUBLIC SERVICE-7TH FL303 571 7877 TO 519705423511 P.03

**RESOLUTION
2002 BCC 16**

**A RESOLUTION AMENDING A USE BY SPECIAL REVIEW FOR EXPANSION
AND MODIFICATION OF EVAPORATION
AND SLUDGE PONDS AT PAWNEE POWER STATION**

WHEREAS, on February 25, 2002, the Board of County Commissioners of Morgan County, Colorado held a public hearing pursuant to the Morgan County Zoning Regulations on the application of Public Service Company of Colorado, Inc. dba Xcel Energy, for an amendment to the Special Use Permit originally issued July 31, 1979 and subsequently amended by Resolution 96 BCC 45 for relining of the existing evaporation lagoons and construction of a fourth evaporation lagoon and a sludge pond located in W½ of Section 20, Township 3 North, Range 56 West of the 6th P.M., and

WHEREAS, notice of the public hearing was properly published and the subject property was properly posted, and

WHEREAS, the Board of County Commissioners received testimony and evidence from the applicants, and

WHEREAS, there was no public comment regarding this application, and

WHEREAS, the Board of County Commissioners received the testimony of the Morgan County Planning Administrator who recommended approval of the application, and

WHEREAS, the Morgan County Planning Commission recommended approval of this application, and

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

1. APPROVAL:

The application of Public Service Company of Colorado, Inc. dba Xcel Energy, for an amendment to the Special Use Permit originally issued July 31, 1979 and subsequently amended by Resolution 96 BCC 45 for relining of the existing evaporation lagoons and construction of a fourth evaporation lagoon and a sludge pond located in W½ of Section 20, Township 3 North, Range 56 West of the 6th P.M. is hereby granted. The permitted property is more fully described in Exhibit "A" attached to this resolution.

2. FINDINGS OF FACT:

- a. The use and its location proposed are in conformance with the

Morgan County Comprehensive Plan. Specifically:

- i. The project will broaden employment opportunities for residents and will further economic growth (pg. 3, Morgan County Comprehensive Plan).
 - ii. The proposed use is compatible with existing, land uses and there is access to established public infrastructure. (Page 43, Morgan County Comprehensive Plan)
 - iii. The proposed use is properly sited with due regard to environmental quality and minimal impact to surrounding uses and resources. (Page 60, Morgan County Comprehensive Plan)
- b. The application documents are complete and present a clear picture of how the use is to be arranged on the site.
- c. All on and off-site impacts have been satisfactorily mitigated. Required mitigation measures shall include, but not be limited to the following:
- i. Start of construction may proceed conditioned on final approval of the Colorado Department of Health. A copy of the final approval shall be submitted to the Morgan County Planning Department. Start of construction shall include relining of the existing ponds as well as construction of the new evaporation and sludge ponds.
 - ii. A final site plan showing the location of all monitoring wells shall be turned in to the Morgan County Planning Department.
 - iii. Copies of all testing reports of all monitoring wells submitted to the Colorado Department of Health shall be submitted to the Morgan County Planning Department.
 - iv. Adequate measures, as recommended by the Colorado Division of Wildlife, to prevent wildlife from being trapped in the lagoons shall be installed.
- d. The special use proposed has been made compatible with surrounding uses and is adequately buffered from any incompatible uses by distance and topography.

- e. The special use poses no or minimal risk to the public health, safety and welfare.
- f. The special use proposed is not planned to be developed on a nonconforming parcel of land.
- g. The applicant has adequately documented a public need for the project. The applicants have submitted all pertinent technical information, have demonstrated that they have adequate financial resources to implement the project, and have paid all fees and review costs.

3. ADDITIONAL CONDITIONS:

- a. This permit is specifically conditioned on all information presented in the application being followed. All information contained in the application or presented by the applicants at public hearings is deemed to be a portion of this permit and must be specifically followed.

4. GENERAL PROVISIONS:

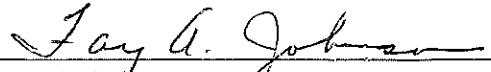
- a. The Board of County Commissioners retains continuing jurisdiction on this permit to address future possible problems with the site and to insure compliance with the conditions of this permit and the Morgan County Zoning Regulations. The County also retains jurisdiction and the right and authority of county personnel to inspect the site at any reasonable time.
- b. The applicants shall comply with all regulatory agency requirements for the protection of health, welfare and safety of the inhabitants of this area of Morgan County, including but not limited to compliance with the Colorado Department of Health, Colorado Department of Agriculture, United States Environmental Protection Agency, and all other state and federal requirements. Should any of the permit approvals obtained by the applicants vary significantly or cause material change in the project as proposed and approved by this resolution, then this permit must be amended and hearings held by the Morgan County Planning Commission and the Board of County Commissioners prior to any approval or disapproval of the requested amendment. Should the change be nonmaterial, then a written description thereof shall be filed with the Morgan County Planning and Zoning Department. The Morgan County Planning Administrator shall be the sole judge or whether a change is material or nonmaterial. This special use permit is contingent and conditioned upon compliance with all applicable government approvals and regulations and permits.
- c. The applicants are responsible for complying with all the foregoing

requirements, conditions and design standards. Noncompliance with any of the foregoing requirements, conditions or design standards may be reason for revocation of this permit by the Board of County Commissioners after notice to the applicants or their successors in interest and public hearing.

DATED this 5th day of March, 2002, *nunc pro tunc* February 25, 2002.

(SEAL)

ATTEST:



Fay A. Johnson
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO



John A. Crosthwait, Chairman



Mark A. Arndt, Commissioner



Michael E. Harms, Commissioner

EXHIBIT A

THE SOUTHWEST QUARTER AND THE WEST HALF SOUTHEAST QUARTER OF SECTION 17; ALL OF SECTION 19 EXCEPT FOR 5 ACRES IN THE NORTHWEST CORNER AS CONVEYED TO MOUNTAIN STATES TELEGRAPH AND TELEPHONE COMPANY (THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY) BY DEED RECORDED IN BOOK 534 AT PAGE 324 OF THE MORGAN COUNTY, COLORADO RECORDS;

AND THE WEST HALF OF SECTION 20,

ALL OF THE ABOVE PROPERTY BEING LOCATED IN TOWNSHIP THREE NORTH, RANGE FIFTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN.

COUNTY OF MORGAN,
STATE OF COLORADO

RESOLUTION
2002 BCC 20

A Resolution Amending 2002 BCC 16

WHEREAS, on March, 2002 the Board of County Commissioners of Morgan County, Colorado approved Resolution 2002 BCC 16 approving for Public Service Company of Colorado, Inc. dba Xcel Energy the relining of the existing evaporation lagoons and construction of a fourth evaporation lagoon and a sludge pond at the Pawnee Power Station located in W½ of Section 20, Township 3 North, Range 56 West of the 6th P.M., and

WHEREAS, a portion of that Resolution did not adequately reflect the intent of the Board of County Commissioners.

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


1. Paragraph C (i) of Resolution 2002 BCC 16 is hereby amended to read as follows:
 - “C. All on and off-site impacts have been satisfactorily mitigated. Required mitigation measures shall include, but not be limited to the following:
 - i Start of construction may proceed conditioned on approval of construction by the Colorado Department of Health. Operation may proceed upon operational approval by the Colorado Department of Health. Copies of all approvals by the Colorado Department of Health shall be submitted to the Morgan County Planning Department. Start of construction shall include relining of the existing ponds as well as construction of the new evaporation and sludge ponds.”

DATED this 26th day of March, 2002, *nunc pro tunc* March 5, 2002.

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO


[SEAL]

ATTEST:


Fay A. Johnson
Clerk to the Board

John A. Crosthwait, Chairman


Mark A. Arndt, Commissioner


Michael E. Harms, Commissioner


Chairman Pro Tem



**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 2017 BCC 38

A RESOLUTION CONDITIONALLY APPROVING AN AMENDMENT TO A USE BY SPECIAL REVIEW FOR INCREASE IN HEIGHT OF AN EXISTING LANDFILL AND THE CONSTRUCTION OF A NEW LANDFILL ON PROPERTY LOCATED IN SECTION 19, T3N, R56W OF THE 6th P.M., MORGAN COUNTY, COLORADO WITH AN ADDRESS OF 14940 COUNTY ROAD 24, BRUSH, COLORADO 80723

WHEREAS, Public Service Company of Colorado (the "Owner") owns property located in Section 19, Township 3 North, Range 56 West of the 6th P.M., Morgan County, with the address of 14940 County Road 24, Brush, Colorado, located in the Heavy Industrial Zone District;

WHEREAS, the Owner filed an application for an Amendment to a Use by Special Review pursuant to Sections 3-365(F) of the Morgan County Zoning Regulations to increase the height of a previously approved existing landfill and to construct a new landfill;

WHEREAS, the final elevation increase of the existing landfill from 4,370 feet to 4,415 feet will increase the capacity and extend the duration of use;

WHEREAS, the construction of a new landfill is required to provide landfill space for disposal of products produced through the generation of electricity at the Pawnee Power Plant;

WHEREAS, on August 21, 2017, the Morgan County Planning Commission held a properly noticed public hearing on the application and recommended approval of the application;

WHEREAS, on September 12, 2017 the Board of County Commissioners held a properly notice public hearing on the application and heard testimony from the applicant, and the Morgan County Planning Administrator who recommended approval of the project based on evidence and the recommendation for approval from the Planning Commission; and

WHEREAS, the Board of County Commissioners of Morgan County, Colorado, after taking staff and applicant testimony and reviewing the material provided to it, desires to grant the amendment to the Use by Special Review application.

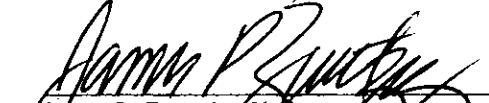
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO, that based upon the findings below that they wish to conditionally approve the application.

1. The Board of County Commissioners having reviewed the Use by Special Review application, all information provided, testimony heard and the criteria for granting the request as set forth in 2-345 of the Morgan County Zoning Regulations find that:
 - A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan, specifically:
 - i. The project will broaden employment opportunities for residents and further economic growth.
 - ii. The use is compatible with existing land uses and access is established to public infrastructure.
 - iii. The use is properly sited with due regard to environmental quality and minimal impact to surrounding uses and resources.

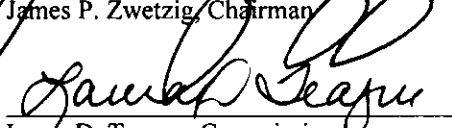
- B. All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.
 - C. The Site Plan conforms to the district design standards of these Regulations.
 - D. All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures.
 - E. The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.
 - F. The special use poses only the minimum amount of risk to the public health, safety and welfare as set by federal, state or county regulation, whichever is the strictest.
 - G. The special use proposed is not planned to be developed on a non-conforming parcel.
 - H. The applicant has adequately documented a public need for the project, all pertinent technical information and financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review.
2. The Board of County Commissioners hereby approves the Amendment to the Use by Special Review subject to the following conditions:
- a. Public Service Company of Colorado or future plant operators will remain in compliance with all agencies with regulatory authority.

Dated this 19th day of September, 2017, *nunc pro tunc* September 12, 2017.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**



 James P. Zwetzig, Chairman



 Laura D. Teague, Commissioner

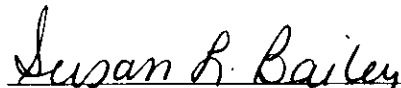
Noted as absent 9-12-17

 Mark A. Arndt, Commissioner



ATTEST:

(SEAL)



 Susan L. Bailey, Clerk to the Board



ADMINISTRATIVE APPROVAL

GRANTING A MINOR AMENDMENT TO SPECIAL USE PERMIT ISSUED BY RESOLUTION
2017 BCC 38 FOR PROPERTY LOCATED IN THE SECTION 19, T3N, R56W OF THE 6TH P.M.,
MORGAN COUNTY, COLORADO

WHEREAS, Public Service Company of Colorado, (the "Owner"), also known as Xcel Energy, owns property located in the Section 19, Township 3 North, Range 56 West of the 6th P.M, Morgan County, with an address 14940 County Road 24 ("Property");

WHEREAS, the Owner was granted a special use permit for the construction of the Pawnee Station Power Plant in October 12, 1976 ("Power Plant");

WHEREAS, the Owner applied for and was granted an amendment to the special use permit to increase the height of a previously approved existing landfill and to construct a new landfill on the Property through Resolution 2017 BCC 38, recorded at reception number 907955 in the records of the Morgan County Clerk and Recorder ("2017 Amendment");

WHEREAS, in the application for the 2017 Amendment, the Owner represented that the landfills would not receive waste from any off site sources;

WHEREAS, the 2017 Amendment was approved based upon these representations;

WHEREAS, the Owner has filed an application for an Amendment to a Use by Special Review pursuant to Sections 3-365(F) of the Morgan County Zoning Regulations to allow acceptance of water treatment sludge from other Public Service Company of Colorado facilities for disposal in the landfill identified as the East Landfill, on **Exhibit A** to this resolution and incorporated by this reference;

WHEREAS, the landfill identified as the North Landfill on **Exhibit A** will continue to be utilized exclusively for disposal of coal ash and other approved non-hazardous solid waste generated as the Power Plant and neither landfill will received waste from any third party vendors or sites;

WHEREAS, the Planning Administrator has determined that such amendment is minor pursuant to Sec. 2-430 of the Morgan County Zoning Regulations; and

WHEREAS, the Planning Administrator desires to approve the request for an amendment, subject to the following conditions:

1. The landfill identified as the East Landfill, as identified on **Exhibit A**, may accept water treatment sludge from other Public Services Company facilities for disposal.
2. The landfill identified as the North Landfill, as identified on **Exhibit A**, may exclusively accept coal ash and other approved non-hazardous solid waste generated at the Power Plant.

3. Neither landfill shall accept waste from any third party vendor or site, not owned or operated by Public Service Company of Colorado.

Approved this 12 day of August 2020.


Pam Cherry, Planning Administrator

ADMINISTRATIVE APPROVAL

GRANTING A MINOR AMENDMENT TO SPECIAL USE PERMIT ISSUED TO PUBLIC SERVICE COMPANY OF COLORADO FOR PAWNEE STATION POWER PLANT LOCATED IN SECTIONS 17, 18, 19, AND 20, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO

WHEREAS, Public Service Company of Colorado, (the "Owner"), also known as Xcel Energy, owns property located in Sections 17, 18, 19, and 20, Township 3 North, Range 56 West of the 6th P.M., Morgan County, with an address 14940 County Road 24 ("Property");

WHEREAS, the Owner was granted a special use permit for the construction of the Pawnee Station Power Plant in October 12, 1976 ("Power Plant SUP");

WHEREAS, the Owner applied for and was granted an amendment to the Power Plant SUP to construct and operate a new Evaporation Pond D on the Property through Resolution 2002 BCC 16 and amended in Resolution 2002 BCC 20, ("2002 Amendment");

WHEREAS, the Owner applied for and was granted an amendment to the Power Plant SUP to increase the height of a previously approved existing landfill and to construct a new East CCR landfill on the Property through Resolution 2017 BCC 38, recorded at reception number 907955 in the records of the Morgan County Clerk and Recorder ("2017 Amendment");

WHEREAS, the Owner applied for and was granted a minor amendment to the Power Plant SUP to allow the East Landfill to accept water treatment sludge from other Public Services Company facilities for disposal through an Administrative Approval, recorded at reception number 926794 in the records of the Morgan County Clerk and Recorder ("2020 Amendment");

WHEREAS, the Owner has filed an application for an Amendment to a Use by Special Review pursuant to Section 2-460 of the Morgan County Zoning Regulations for expansion of the East CCR Landfill within the former footprint of Evaporation Pond D located in Section 20, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Evaporation Pond D has met clean closure and will be known as Cell 1B, on **Exhibit A** to this resolution and incorporated by this reference;

WHEREAS, the Planning Administrator has determined that such amendment is minor pursuant to Section 2-460(E) of the Morgan County Zoning Regulations; and

WHEREAS, the Planning Administrator desires to approve the request for an amendment, subject to the following conditions:

1. The landfill expansion is lateral only and will not increase the height of the East CCR Landfill above the approved deck elevation.

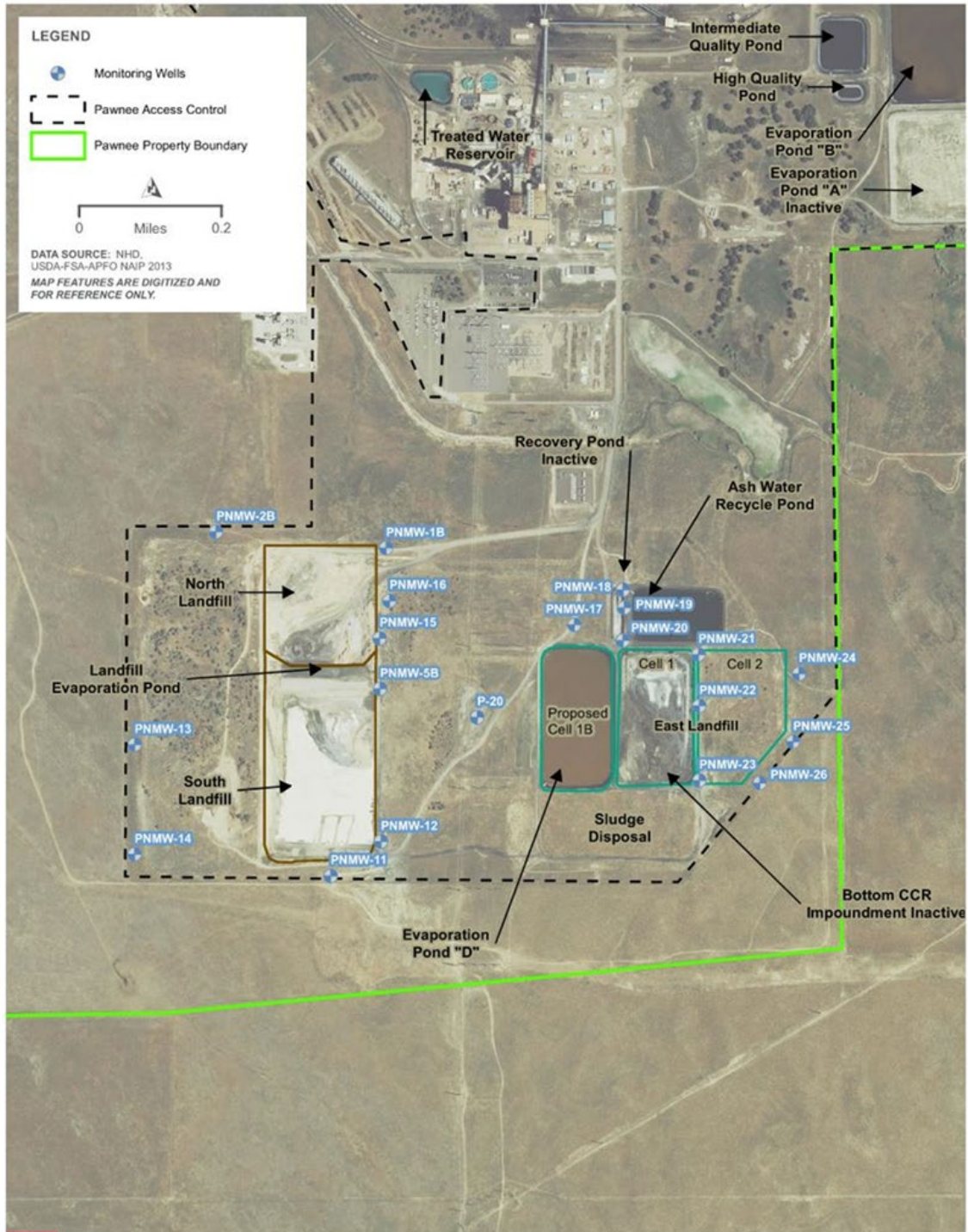
Approved this 1st day of May, 2023.



Nicole Hay, Planning Administrator

Map & Plans

Special Use Map





ADMINISTRATIVE APPROVAL

GRANTING A MINOR AMENDMENT TO SPECIAL USE PERMIT ISSUED TO PUBLIC SERVICE COMPANY OF COLORADO FOR PAWNEE STATION POWER PLANT LOCATED IN SECTIONS 17, 18, 19, AND 20, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO

WHEREAS, Public Service Company of Colorado, (the "Owner"), also known as Xcel Energy, owns property located in Sections 17, 18, 19, and 20, Township 3 North, Range 56 West of the 6th P.M, Morgan County, with an address 14940 County Road 24 ("Property");

WHEREAS, the Owner was granted a special use permit for the construction of the Pawnee Station Power Plant in October 12, 1976 ("Power Plant SUP");

WHEREAS, the Owner applied for and was granted an amendment to the Power Plant SUP to construct and operate a new Evaporation Pond D on the Property through Resolution 2002 BCC 16 and amended in Resolution 2002 BCC 20, ("2002 Amendment");

WHEREAS, the Owner applied for and was granted an amendment to the Power Plant SUP to increase the height of a previously approved existing landfill and to construct a new East CCR landfill on the Property through Resolution 2017 BCC 38, recorded at reception number 907955 in the records of the Morgan County Clerk and Recorder ("2017 Amendment");

WHEREAS, the Owner applied for and was granted a minor amendment to the Power Plant SUP to allow the East Landfill to accept water treatment sludge from other Public Services Company facilities for disposal through an Administrative Approval, recorded at reception number 926794 in the records of the Morgan County Clerk and Recorder ("2020 Amendment");

WHEREAS, the Owner applied for and was granted a minor amendment to the Power Plant SUP for expansion of the East CCR Landfill within the former footprint of Evaporation Pond D through an Administrative Approval, recorded at reception number 946064 in the records of the Morgan County Clerk and Recorder ("2023 Amendment");

WHEREAS, the Owner has filed an application for an Amendment to a Use by Special Review pursuant to Section 2-460 of the Morgan County Zoning Regulations to allow non-hazardous liquid waste (i.e, wastewater) from Pawnee Station and specific Public Service Company facilities (Cherokee Generating Station, Fort St Vrain Generating Station, and Rocky Mountain Energy Center) to be placed into Pawnee Station's impoundments located in Sections 17, 18, 19, and 20, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado;

WHEREAS, the Planning Administrator has determined that such amendment is minor pursuant to Section 2-460(E) of the Morgan County Zoning Regulations; and

WHEREAS, the Planning Administrator desires to approve the request for an amendment, subject to the following conditions:

- a. County Road Q may not be used as a haul or access route to the Pawnee Station. Only County Road 24 from I-76 may be used for hauling non-hazardous liquid waste (i.e. wastewater) to Pawnee State from other specific Public Service Company facilities (Cherokee Generating Station, Fort St Vrain Generating Station, and Rocky Mountain Energy Center). If it is

determined that the haul route is not being complied with, the Planning Department may commence an enforcement action, including but not limited to revocation of this Amendment.

- b. If, at any time, the County determines the increased haul traffic has caused any off-site impacts, the Planning and Zoning Department may require traffic information from the Owner. The Owner is required to maintain records on deliveries of non-hazardous liquid waste under this Amendment that represent the number of deliveries per day and shall deliver these records to the County within thirty (30) days of the County's request. If increased haul traffic is observed, the County may require the Owner to undertake a traffic impact study and traffic count to establish the impact on County Road 24. If the impact is more than what the Owner represented in its Application and representations to County staff, the County reserves the right to review this Amendment in accordance with the Morgan County Zoning Regulations and upon notice and an opportunity to be heard, the County may impose conditions related to impacts on County roads.

Approved this 18th day of June, 2024.



Nicole Hay, Planning Administrator

ADDITIONAL APPLICATION INFORMATION

Ditch Company Notification

Mineral Notification

Tax Account Statement

Falbo, Kalan T

From: Falbo, Kalan T
Sent: Wednesday, December 18, 2024 10:24 AM
To: Cynthia Lefever
Cc: Nicole Hay; Jenafer Santos; McNeish, Gilbert F.; Kacirek, Ryan; Muehlbauer, Justin P
Subject: Notice of Special Use Amendment - Morgan County, Pawnee Steam Power Plant

Fort Morgan Canal,

I am notifying you that Public Service Company of Colorado has submitted a Special Use Amendment Application to the Morgan County Planning and Zoning Department for the Pawnee Steam Power Plant Coal to Gas conversion project (Project). The Application encompasses lands located in Township 3 North, Range 56 West, Sections: 17, 18, 19 and 20, 6th P.M, Morgan County, CO.

The Application will be heard by the Morgan County Planning Commission in a public hearing, at 6P.M. in the assembly room, 231 Ensign Street, Fort Morgan, CO. The hearing date has yet to be scheduled. The Planning Commission will review the application and recommend approval or disapproval to the Board of County Commissioners.

Final approval or disapproval of the application will be considered by the Morgan County Commissioners at a date following the Planning Commission public hearing.

The Canal is being notified of the application as the Canal is located on Subject lands.

Please feel free to contact me with any questions or comments regarding the application.

Sincerely,

Kalan Falbo

Xcel Energy

High Plains | Front Range | Pueblo | Salida | San Luis Valley | Division Agent

Right of Way and Permits Department

Electric & Gas Distribution, High Pressure Gas

1123 West 3rd Ave Denver, CO 80223

LDC Mail Bin # Ea

E: [REDACTED]

O: [REDACTED]

Direct Supervisor: [REDACTED]

9/80 Schedule:

Every other Friday, out of office

Falbo, Kalan T

From: Falbo, Kalan T
Sent: Wednesday, December 18, 2024 10:24 AM
To: [REDACTED]
Cc: Nicole Hay; Jenafer Santos; McNeish, Gilbert F.; Kacirek, Ryan; Muehlbauer, Justin P
Subject: Notice of Special Use Amendment - Morgan County, Pawnee Steam Power Plant

Upper Platt & Beaver Canal,

I am notifying you that Public Service Company of Colorado has submitted a Special Use Amendment Application to the Morgan County Planning and Zoning Department for the Pawnee Steam Power Plant Coal to Gas conversion project (Project). The Application encompasses lands located in Township 3 North, Range 56W, sections 17, 18, 19 and 20, 6th P.M, Morgan County, CO.

The Application will be heard by the Morgan County Planning Commission in a public hearing, at 6P.M. in the assembly room, 231 Ensign Street, Fort Morgan, CO. The hearing date has yet to be scheduled. The Planning Commission will review the application and recommend approval or disapproval to the Board of County Commissioners.

Final approval or disapproval of the application will be considered by the Morgan County Commissioners at a date following the Planning Commission public hearing.

The Canal is being notified of the application as the Canal is located on Subject lands.

Please feel free to contact me with any questions or comments regarding the application.

Sincerely,

Kalan Falbo

Xcel Energy

High Plains | Front Range | Pueblo | Salida | San Luis Valley | Division Agent

Right of Way and Permits Department

Electric & Gas Distribution, High Pressure Gas

1123 West 3rd Ave Denver, CO 80223

LDC Mail Bin # Ea

E: [REDACTED]

O: [REDACTED]

Direct Supervisor [REDACTED]

9/80 Schedule:

Every other Friday, out of office



1800 Larimer Street
Denver, CO 80202

December 20, 2024

Via Email

Ms. Nicole F. Hay
Planning Administrator
Planning/Zoning Department
Morgan County
231 Ensign Street
Fort Morgan, CO 80701

RE: Mineral Estate Owners - Notice of Public Hearing Requirement - Certification of Compliance - Application for Development - Permit for Site Selection and Construction of Major Facilities of a Public Utility

Dear Ms. Hay:

Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy (Xcel Energy), has submitted to Morgan County an application to amend a special use permit for the Pawnee Station coal to gas conversion project to allow siting and construction for major facilities of a public utility (Application). The Surface Development Notification Act (CRS §§ 24- 65.5-103 et seq.) (Act) provides that not less than 30 days before the date scheduled for the initial public hearing by a local government on an application for development, the applicant must: (1) send a notice of that hearing by certified mail to mineral estate owners (owners or lessees of a mineral estate underneath a surface estate of property which is subject to the application): and, (2) send a notice to Morgan County containing the name and address of the mineral estate owners to whom the notices were sent. A list containing the names and addresses of the mineral estate owners pursuant to the Act is provided as **Attachment 1**. In addition, as the local government considering the application for development, Xcel Energy (the applicant) hereby certifies to you pursuant to the Act that Xcel Energy has met the mailing notice requirements as described below. The location of the property for the Project that is subject to the hearing on the Application is shown on the enclosed map and the legal description is as follows:

Township 3 North, Range 56 West, Sections: 17, 18, 19, & 20

The names of the mineral estate owners listed on Attachment 1 were identified

pursuant to the Act after review of records in the offices of the County Assessor and the County Clerk and Recorder, and the Title Commitment provided with the application. As shown on Attachment 1, the address of only one mineral estate owner was identified (Joseph E. Burke, Jr.) The mineral conveyance was made to Mr. Burke over 70 years ago, and he has not been an owner of record of the address noted for over 20 years. After consulting with Ms. Kathryn Sellars, Morgan County Attorney, it was determined that a notification mailing to Mr. Burke would be futile, so none was made. Accordingly, no notification mailings were sent to any of the mineral estate owners identified on Attachment 1 under this circumstance, thus compliance with the Act has been achieved.

Xcel Energy understands that public hearings are scheduled regarding the Application as follows: (1) Planning Commission on Tuesday January 21, 2024, at 6:00 PM; and (2) Board of County Commissioners on Tuesday January 28, 2024, at 9:00 AM, both hearings to be held in the Assembly Room, 231 Ensign Street, Fort Morgan, Colorado.

Sincerely,

Kalan Falbo Type or paste here

Kalan Falbo
Xcel Energy
High Plains | Division Agent
Right of Way and Permits Department

cc: Kathryn Sellars (via email)
Gil McNeish (via email)

Enclosure: Attachment 1

XCEL ENERGY
PAWNEE POWER PLANT CONVERSION PROJECT
MINERAL ESTATE OWNERS

	NAME	ADDESS OF RECORD
1.	W.E. and Edna L. Spillman	None
2.	Joseph T. and Esther Bowman	None
3.	Lloyd Spafford, Jr. (Personal Representative of Estate of Edgar E. Spafford)	None
4.	The Federal Land Bank of Wichita	None
5.	Floyd E. McHale and Marie M. McHale	None
6.	Patrick H. Kastler and Wilma N. Kastler	None
7.	Loyal C. Baker and L.C. Jacox	None
8.	John Earl Lee	None
9.	Melvin A. Griggs and Nellie R. Griggs	None
10.	Public Service Company of Colorado	(Applicant)
11.	Hazel Echo Shay, et al	None
12.	1480 Welton, Inc.	None
13.	Tom Harpham	None
14.	Elizabeth Marie Pederson	None
15.	Lorne D. Halligan and Helen D. Halligan	None
16.	Fred A. Lindell	None
17.	G.L. Marietta	None
18.	Milton Uhlenhopp and Lila M. Uhlenhopp	None
19.	Joseph E. Burke, Jr. (<u>NOTE</u> : Conveyance was made to Joseph E. Burke in 1954, 70 years ago. Mr. Burke who likely is deceased has not owned Krameria Street property for at least 20 years – Denver County Assessor)	1643 Krameria Street, Denver, CO 80220

12-19-2024

Falbo, Kalan T

From: Falbo, Kalan T
Sent: Friday, December 20, 2024 4:24 PM
To: Nicole Hay; McNeish, Gilbert F.; Kacirek, Ryan; Muehlbauer, Justin P; Brooks, Shaun; Pena, Adam R; Stencel, Julie A; Bothun, Leif B; Chester, Jennifer L
Cc: Cheryl Brindisi; Jenafer Santos
Subject: RE: Applicant Letter
Attachments: County Notification_Mineral_Owners_Morgan County.pdf

Nicole,

Attached please find a copy of the Mineral Rights letter, including a list of mineral owners. Thank you and your team for helping us get to this point with the application before the holidays.

Please reach out anytime with questions or comments.

Sincerely,

Kalan Falbo

Xcel Energy

High Plains | Front Range | Pueblo | Salida | San Luis Valley | Division Agent

Right of Way and Permits Department

Electric & Gas Distribution, High Pressure Gas

1123 West 3rd Ave Denver, CO 80223

DC Mail Bin # Ea

E: [REDACTED]

O: [REDACTED]

Direct Supervisor: [REDACTED]

9/80 Schedule:

Every other Friday, out of office

From: Nicole Hay <nhay@co.morgan.co.us>

Sent: Thursday, December 19, 2024 3:49 PM

To: Falbo, Kalan T [REDACTED]; McNeish, Gilbert F. [REDACTED]; Kacirek, Ryan

[REDACTED]; Muehlbauer, Justin P [REDACTED]; Brooks, Shaun

[REDACTED]; Pena, Adam R [REDACTED]; Stencel, Julie A

[REDACTED]; Bothun, Leif B [REDACTED]; Chester, Jennifer L

Cc: Cheryl Brindisi <cbrindisi@co.morgan.co.us>; Jenafer Santos <jsantos@co.morgan.co.us>

Subject: Applicant Letter

EXTERNAL - STOP & THINK before opening links and attachments.

Good afternoon,

Please see the attached letter with important dates. Please disregard the mineral right notification dates as we are anticipating a letter referenced in an email received today.

Morgan County Treasurer

Statement of Taxes Due

Account Number R700005

Parcel 123117000700

Assessed To

PUBLIC SERVICE COMPANY OF COLORADO
 P O BOX 1979
 DENVER, CO 80201-1979

Legal Description

Situs Address

S: 17 T: 3 R: 56 ALL EX B1177 P472, B980 P138 & B865 P545 **STATE ASSESSED**

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 12/31/2024					\$0.00

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R700006

Parcel 123118000700

Assessed To

PUBLIC SERVICE COMPANY OF COLORADO
 P O BOX 1979
 DENVER, CO 80201-1979

Legal Description

Situs Address

S: 18 T: 3 R: 56 ALL (CORRECTION SECTION) **STATE ASSESSED**

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 12/31/2024					\$0.00

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R700008

Parcel 123119000700

Assessed To

PUBLIC SERVICE COMPANY OF COLORADO
 P O BOX 1979
 DENVER, CO 80201-1979

Legal Description

Situs Address

S: 19 T: 3 R: 56 ALL (CORRECTION SECTION) EX PARC NW1/4NW1/4 400FT X 600FT
 STATE ASSESSED

14940 CO RD 24

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 12/31/2024					\$0.00

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R700009

Parcel 123120000700

Assessed To

PUBLIC SERVICE COMPANY OF COLORADO
P O BOX 1979
DENVER, CO 80201-1979

Legal Description**Situs Address**

S: 20 T: 3 R: 56 W1/2 **STATE ASSESSED**

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 12/31/2024					\$0.00

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

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

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

LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification

Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

December 23, 2024

Dear Neighboring Landowners:

Public Service Company of Colorado (Xcel Energy), as applicant and landowner, have submitted an application to our office for an Amended Use by Special Review Permit to modify the existing Special Use Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station.

Legal Description: Located in Sections 17, 18, 19 and 20 Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 14940 CO RD 24, Brush, CO 80723.

This application is scheduled to be heard by the Planning Commission on **Tuesday, January 21, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, January 28, 2025 at 9:00 A.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level) Fort Morgan, Colorado. Landowners within 1,320 feet of the subject property are notified of the application and hearing date.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearings and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **January 10, 2025.**

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

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

PUBLIC SERVICE COMPANY OF COLORADO
P O BOX 1979
DENVER, CO 802011979

BATH, KEITH
16134 CO RD 23
FORT MORGAN, CO 80701

GRIFFITH LAND COMPANY LLC
16120 CO RD 24
FORT MORGAN, CO 80701

BOLINGER FARM INC
16184 CO RD 25
FORT MORGAN, CO 80701

KANE, RICHARD JR & CELESTE
16119 CO RD 25
FORT MORGAN, CO 80701

WASHBURN FAMILY TRUST
16251 CO RD 25
FORT MORGAN, CO 80701

HUPP, BARBARA D & PHILLIP E
15507 CO RD 24
FORT MORGAN, CO 80701

ZARBOCK, DONALD EUGENE & DEAN ALLEN
23694 CO RD R
FORT MORGAN, CO 80701

BOHL, DAVID & LYNDELL
14963 CO RD 24
FORT MORGAN, CO 80701

JMS BROADCASTING LLC
P O BOX 917
FORT MORGAN, CO 80701

RUIZ, JOSE ANTONIO
14967 CO RD 24
FORT MORGAN, CO 80701

NICHOLS, DEAN A & RACHEL A FAMILY TRUST
P O BOX 274
BRUSH, CO 80723

JONES, WILLIAM GREGORY
23019 CO RD 33.5
HILLROSE, CO 80733

WASHBURN FAMILY TRUST
16251 CO RD 25
FORT MORGAN, CO 80701

SMITH, DOLA J
15089 CO RD 26
BRUSH, CO 80723

VONDY, GARY L & DEBRA L
15115 CO RD 26
BRUSH, CO 80723

KROHN, JANET S
16299 CO RD 26
BRUSH, CO 80723

CITY OF BRUSH
P O BOX 363
BRUSH, CO 80723

HUEY, BRUCE
615 E BIJOU AVE
FORT MORGAN, CO 80701

KAMP CATTLE COMPANY
P O BOX 395
EATON, CO 80615

WHITNEY, ROBERT ALLEN & DAWN M
21411 CO RD 22
FORT MORGAN, CO 80701

ROSS, CHARLES E ET AL
P O BOX 6112

LONGMONT, CO 80501

CHEYENNE PLAINS GAS PIPELINE COMPANY LLC
P O BOX 4372
HOUSTON, TX 77210-4372

REFERRAL AGENCIES	RESPONSES RECEIVED
Bureau of Reclamation	
BNSF Railway	
Brush Fire Department	See attached email from 1/16/2025
Century Link	
CDPHE	
Colo. Dept. of Natural Resources	
Colorado Parks & Wildlife	<p>Hi Cheryl, Thanks for doing that. After review, although this is in high priority habitat, because there is already existing disturbance on the site and they will not be expanding it, CPW has no further concerns. Thank you for including us in the review of this project.</p> <p>-Stay Wild,</p> <p>Lexi Hamous, MS (She/Her) Northeast Region Land Use Coordinator Colorado Parks and Wildlife</p>
Colo. State Land Board	
City of Brush	
Fort Morgan Canal	
Fort Morgan Fire Dept.	
Kinder Morgan, Inc.	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Mgmt.	
Morgan County Quality Water	
Morgan County Road & Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff	
REFERRAL AGENCIES	RESPONSES RECEIVED
Morgan County Weed & Pest Advisory	
Morgan Soil Conservation District	
Northeast Colorado Health Department	
Upper Platte and Beaver Canal	
Xcel Energy	See attached letter from 1/2/2025



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

Bureau of Reclamation	Morgan County Assessor
BNSF Railway	Morgan County Communications Center
Brush Fire Department	Morgan County Emergency Mgmt.
Century Link	Morgan County Quality Water
CDPHE	Morgan County Road & Bridge
Colo. Dept. of Natural Resources	Morgan County Rural Electric Assoc.
Colorado Parks and Wildlife	Morgan County Sheriff
Colo. State Land Board	Morgan County Weed & Pest Advisory
City of Brush	Morgan Soil Conservation District
Fort Morgan Canal	Northeast Colorado Health Department
Fort Morgan Fire Dept.	Upper Platte and Beaver Canal
Kinder Morgan, Inc.	

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

DATE: December 23, 2024

RE: Land Use Application—Amended Special Use Permit

The following Special Use Permit application is submitted to you for review and comments. The application is scheduled to be heard by the Planning Commission on **Tuesday, January 21, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, January 28, 2025 at 9:00 A.M.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). **You are encouraged to provide comments to this application by January 10, 2025.** Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend these public meetings.

Applicant and Landowner: Public Service Company of Colorado (Xcel Energy)

Legal Description: Located in Sections 17, 18, 19 and 20 Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 14940 CO RD 24, Brush, CO 80723.

Request: To modify the existing Special Use Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station.

Sincerely,

Cheryl Brindisi,

Morgan County Planning & Zoning Administrative Assistant



Nicole Hay <nhay@co.morgan.co.us>

Xcel Pawnee Conversion

Bart Miller [REDACTED]

Thu, Jan 16, 2025 at 12:25 PM

To: "nhay@co.morgan.co.us" <nhay@co.morgan.co.us>

Cc: "McNeish, Gilbert F." [REDACTED], "julie.a.stencil" [REDACTED], 6uRoger Holter [REDACTED], Lynn Golemboski [REDACTED], "Rodvik, Hans" [REDACTED]

Ms. Hay:

I am General Counsel to the Brush Rural Fire Protection District ("District"). Board President Roger Holter asked me to respond to your email below.

Xcel Energy has agreed to begin the process of including its Pawnee Power Plant and Manchief Power Plant properties into the Brush Rural Fire Protection District. Pending completion of that inclusion process and Xcel beginning to pay property taxes to the District, the District is continuing to honor the 2012 Fire Service Agreement between Xcel and the District.

Please let me know of any questions.

Regards,

Bart Miller | [Attorney](#)

Direct: [REDACTED] | Cell: [REDACTED] | [REDACTED]

www.cogovlaw.com | [LinkedIn](#) | [vCard](#)

**COLLINS | COLE
WINN | ULMER**

PRIVILEGED COMMUNICATION. This email may contain attorney-client or otherwise privileged and confidential information intended only for the use of the individual or entity named above. Dissemination, distribution or copying of this communication is strictly prohibited. If you are an attorney or law firm, consult Title I of the federal Electronic Communication Privacy Act of 1986. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error and delete this email.

ATTACHMENTS: Although this email and any attachments are believed to be free of any virus, the files should be virus scanned before opening them.

[Quoted text hidden]



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: [REDACTED]

January 2, 2025

Morgan County Planning and Building Department
231 Ensign / PO Box 596
Fort Morgan, CO 80701

Attn: Cheryl Brindisi, Nicole Hay, Jenafer Santos

Re: Special Use Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for the above-mentioned project and currently has **no apparent conflict**. Please be aware PSCo owns and operates an existing high-pressure natural gas transmission pipeline and associated land rights as shown within this property.

Violeta Ciocanu (Chokanu)
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: [REDACTED] – Email: [REDACTED]

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY BOARD OF COMMISSIONERS
TUESDAY, JANUARY 28, 2025 AT 9:00 A.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

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

- 1.) **Applicant and Landowner:** Public Service Company of Colorado (Xcel Energy)
Legal Description: Located in Sections 17, 18, 19 and 20 Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 14940 Co Rd 24, Brush, CO 80723.
Request: Amended Use by Special Review Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station.
Date of Application: December 19, 2024.

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

To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/89671699642>

Join via phone:

+1 719 359 4580 US

Webinar ID: 896 7169 9642

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Twenty-four hours prior to the meeting, the Board of County Commissioners meeting packet is available here: morgancounty.colorado.gov

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

Nicole Hay

Nicole Hay
Morgan County Planning Administrator

Posted to website: January 17, 2025

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

Affidavit of Public Notice on Land Use Application

The Notice of public hearing on Land Use Application before the Planning commission sign (Notice) was posted on January 15th, 2025, pursuant to the Morgan County Zoning Resolution by Kalan Falbo. Notice was posted at the Pawnee Steam Electric Generating Station driveway intersection of Morgan County Road 24. Images of the posted sign are attached as Exhibit A and Exhibit B.

Project Name & Number: Pawnee Coal to Gas Project

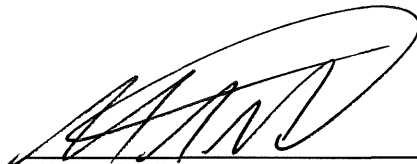
Signature of Applicant/ Representative: Kalan Falbo

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of January 2025 by Kalan Falbo.

Witness my hand and official seal.

My commission Expires 4/02/2025



Notary Public

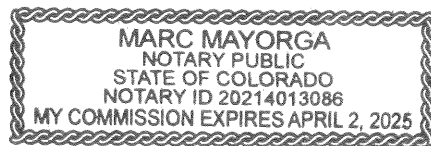


Exhibit A



Exhibit B



ORIGINAL SUBMITTAL

Pawnee Coal to Gas Project

Morgan County Special Use Permit Application – Major Amendment

December 18, 2024

Prepared for:



Morgan County Planning and Zoning
231 Ensign Street
Fort Morgan, Colorado 80701

Prepared by:



Public Service Company of Colorado, an Xcel Energy Company
1123 W. 3rd Avenue
Denver, Colorado 80223

Contents

1.0 INTRODUCTION	1
1.1 <i>Project Description</i>	<i>2</i>
1.2 <i>Construction</i>	<i>3</i>
2.0 Purpose of Request.....	4
3.0 Project Schedule	4
4.0 Permit Duration.....	4
5.0 SECTION 2-445(A), PRE-APPLICATION PROCESS	4
6.0 SECTION 2-440, SUBMITTAL REQUIREMENTS	4
6.1 <i>Section 2-440(A) Application Form</i>	<i>4</i>
6.2 <i>Section 2-440(B) Fee</i>	<i>4</i>
6.3 <i>Section 2-440(C) Narrative Description and Approval Criteria</i>	<i>4</i>
6.4 <i>Section 2-440(D) Title Commitment</i>	<i>5</i>
6.5 <i>Section 2-440(E) Potential Environmental Impacts</i>	<i>5</i>
<i>Vegetation</i>	<i>5</i>
<i>Landforms</i>	<i>6</i>
<i>Water Resources</i>	<i>6</i>
<i>Air Quality</i>	<i>6</i>
<i>Wildlife</i> 7	
<i>Wetlands</i> 7	
<i>Dust</i> 7	
<i>Odor</i> 7	
<i>Noise</i> 7	
<i>Stormwater Runoff.....</i>	<i>7</i>
<i>Visual Amenities</i>	<i>8</i>
6.6 <i>Section 2-440(F) Water Supply</i>	<i>8</i>
6.7 <i>Section 2-440(G) Property Owners Within Thirteen Hundred and Twenty Feet (1,320') of the Project Area</i>	<i>8</i>
6.8 <i>Section 2-440(H) Potential Impacts to Existing Adjacent Uses or Properties</i>	<i>8</i>
6.9 <i>Section 2-440(I) Availability of Utilities and Services.....</i>	<i>8</i>
<i>Sewer</i> 8	
<i>Water</i> 8	
<i>Electrical</i> 8	
<i>Fire Protection</i>	<i>8</i>
6.10 <i>Section 2-440(J) Public Improvements</i>	<i>9</i>
6.11 <i>Section 2-440(K) Easements Required for the Project.....</i>	<i>9</i>
6.12 <i>Section 2-440(L) Special Use Plan Map</i>	<i>9</i>
6.13 <i>Section 2-440(M) Confined Animal Feeding Operation Requirements.....</i>	<i>9</i>
7.0 SECTION 2-455, REVIEW CRITERIA	9

7.1 Section 2-455(A) *The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan;*9

7.2 Section 2-455(B) *All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County;*9

7.3 Section 2-455(C) *The site plan conforms to the district design standards of these Regulations;*10

7.4 Section 2-455(D) *All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures;*.....10

7.5 Section 2-455(E) *The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County;*.....10

7.6 Section 2-455(F) *The special use poses only the minimum amount of risk to the public health, safety and welfare as set by either federal, state or county regulation, whichever is the strictest;*.....10

7.7 Section 2-455(G) *The special use proposed is not planned to be developed on a non-conforming parcel;*11

7.8 Section 2-455(H) *The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review; and*11

7.9 Section 2-455(I) *For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.*11

Existing on-site resources of potable water for human consumption will be maintained. Potable water pipe shall satisfy AWWA and NSF requirements.11

7.10 Section 2-470, *Special Use Plan Map* 11

7.11 *Fire Plan*..... 11

References 13

Tables

Table 1. Land Cover within the Project Area..... 6

Figures

- Figure 1: Project Location
- Figure 2: Vegetation
- Figure 3: Landforms
- Figure 4: Colorado Parks and Wildlife– High Priority Habitat
- Figure 5: Water Resources

Appendices

- Appendix A: Special Use Permit Application
- Appendix B: Title commitments
- Appendix C: Special Use Plan Map
- Appendix D: Fort Morgan Canal Crossing Agreement
- Appendix E: Preliminary Traffic Impact Study
- Appendix F: Fire Plan
- Appendix G: Substation Expansion Documents
- Appendix H: Driveway Permit
- Appendix I: Adjacent Property Owners (Within 1,320')
- Appendix J: Haul Route

List of Acronyms and Abbreviations

APEN	Air Pollutant Emissions Notice
BMP	Best Management Practice
CDPHE	Colorado Department of Public Health and Environment
CO ₂	carbon dioxide
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
GHG	greenhouse gas
HAPs	hazardous air pollutants
kV	Kilovolt
lb	pound
mG	Milligauss
MW	megawatt
MWh	megawatt-hour
NHD	National Hydrography Dataset
NO _X	nitrogen oxides
NWI	National Wetlands Inventory
PM	particulate matter
PSCo	Public Service Company of Colorado
ROW	Right-of-Way
SO ₂	sulfur dioxide
SUP	Special Use Permit
SWMP	Stormwater Management Plan
TCA	Temporary Construction Area
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
WOTUS	Waters of the U.S.
Xcel Energy	Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy

Xcel Energy’s Pawnee Coal to Gas Project Morgan County Special Use Permit Regulations – Permit Application – Major Amendment - Submittal Requirements and Review Criteria

Information	Location in this Permit Application	Morgan County Guidelines and a Special Use Permit and Code Citation
1) Completed application provided by the County.	Section 6.1; Appendix A	Section 2-440(A)
2) Application Fee.	Section 6.2;	Section 2-440(B)
3) General description of the special use request and a narrative description of how the request meets the criteria of Sec. 2-455	Section 6.3	Section 2-440(C), Section 2-455
4) Title Commitment for the Property.	Section 6.4; Appendix B	Section 2-440(D)
5) Potential Environmental Impacts a) Vegetation b) Land Forms c) Water Resources d) Air Quality e) Wildlife	Section 6.5	Section 2-440(E)
6) Proof of an adequate supply of water.	Section 6.6	Section 2-440(F)
7) Property owners within thirteen hundred and twenty feet (1,320') of the Project Area.	Section 6.7	Section 2-440(G)
8) Impacts to existing adjacent uses or properties	Section 6.8	Section 2-440(H)
9) Availability of utilities and services a) Sewer b) Water c) Electrical d) Fire Protection	Section 6.9	Section 2-440(I)
10) Public Improvements.	Section 6.10	Section 2-440(J)
11) Easements Required for the Project	Section 6.11	Section 2-440(K)
12) A Special Use Plan Map	Section 6.12; Appendix C	Section 2-440(L), Section 2-470
13) Requirements for confined animal feeding operation	Section 6.13	Section 2-280(M)

Information	Location in this Permit Application	Morgan County Guidelines and a Special Use Permit and Code Citation
14) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan;	Section 7.1	Section 2-455(A)
15) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County;	Section 7.2	Section 2-455(B)
16) The site plan conforms to the district design standards of these Regulations;	Section 7.3	Section 2-455(C)
17) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures;	Section 7.4	Section 2-455(D)
18) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County;	Section 7.5	Section 2-455(E)
19) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by either federal, state or county regulation, whichever is the strictest;	Section 7.6	Section 2-455(F)
20) The special use proposed is not planned to be developed on a non-conforming parcel;	Section 7.7	Section 2-455(G)

Information	Location in this Permit Application	Morgan County Guidelines and a Special Use Permit and Code Citation
21) The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review; and	Section 7.8	Section 2-455(H)
22) For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.	Section 7.9	Section 2-455(I)
23) Special Use Plan Map	Section 7.10; Appendix C	Section 2-470

1.0 INTRODUCTION

Public Service Company of Colorado (PSCo), a Colorado corporation conducting business as Xcel Energy, currently owns and operates the Pawnee Station in Morgan County, Colorado. PSCo proposes to continue operating the existing Pawnee Station as an electricity generating station and furthermore proposes to convert the existing coal fueled generating facility to a gas combustion facility known as the Pawnee Station Coal to Gas Project (Project). The Project includes the construction of a new wastewater treatment facility, approximately 2,000 linear feet (LF) of new gas line, and retirement of coal and ash handling equipment. The site consists of approximately 1,650 acres and includes one 505-megawatt (MW) coal-fired steam electric generating station, coal handling equipment, raw water reservoir, and water treatment and waste disposal facilities. Pawnee Station's 505-MW coal-fired steam electric generating unit began commercial service in December of 1981.

The proposed conversion is a Coal Action Plan within Public Service's Clean Energy Plan (CEP) included in the Company's ongoing Electric Resource Plan (ERP) in Proceeding No. 21A-0141E (hereinafter 2021 ERP/CEP) approved by the Public Utility Commission. The Coal Action Plan for Pawnee was included in the Updated Non-Unanimous Partial Settlement Agreement (Updated ERP/CEP Settlement Agreement) in that Proceeding. The Company explains that the 2021 ERP/CEP was a historic filing that allows it to reduce its carbon emissions by over 80 percent by 2030 as compared to 2005 emissions and to continue leading the transition to a clean energy future. It submits that Pawnee's conversion will enable emissions reductions needed to assist both PSCo and the state to achieve the state's ambitious emissions reductions targets.

PSCo has prepared this Special Use Permit Major Amendment application (SUP; Application) for the existing permitted facility. This Application has been prepared per requirements of the Morgan County Zoning Regulations, Sections 2-430 through 2-455; Special Use Permits; Section 2-470, Special Use Plan Map; and, Section 2-500, Amending Permits (Morgan County 2024b); The Special Use Permit Application (Morgan County, 2024) and guidance provided during the Pre-Application Conference included the following:

1. Driveway permit from the Road & Bridge Department for existing driveway
2. Revise the haul route map to follow County Road 24 south to the existing driveway
3. Traffic Impact Study
4. Special Use Plan Map per sections 2-440(L) and 2-470
5. Emergency/Fire agreement and plan
6. Fort Morgan Canal crossing agreement

This Application includes requirements detailed in Section 4-440 (Submittal Requirements) and provides a description of the review criteria listed in Section 4-455 (Review Criteria). PSCo owns the parcels of land in which Pawnee Station is located, identified as Morgan County Assessor parcel numbers: 123-120-000-700, 123-119-000-700, 123-117-000-700 and 123-118-000-700 at address 14940 CR 24, Brush, CO 80723 on which the facility operates. The Project's limits of disturbance within the site are approximately 3.8 acres located in Morgan County, Colorado (Project Area; Figure 1). Pawnee Station was originally approved by the Board of County Commissioners through a Special Use approved by resolution of the Board of County Commissioners on October 12, 1976 and this application amends that original approval. The extent of the original Special Use area is shown in Appendix C and the amended SUP area also is included in Appendix C to show the expansion of the SUP area as compared to the original approval. The amended SUP area includes all of the parcels owned

by PSCo in the project area. Additional information on Project components may be found in the next section.

1.1 Project Description

The Pawnee Station Coal to Gas Project scope initially involves converting the existing coal-fueled Pawnee generating facility to a gas-fueled facility with approved allowance regarding future capabilities to blend hydrogen and other alternative fuels in Pawnee's fuel supply, for producing electricity. The transition of this facility from coal to gas is included in Xcel Energy's Colorado CEP. Converting the Project to gas provides for a safe, reliable, and cost-effective energy generating option that reduces emissions.

Energy generated from this facility will serve Xcel Energy customers, including Morgan County and surrounding communities. The Project is expected to be completed by the end of 2025, with the Pawnee Station operating on gas in 2026, pending permit approvals, with the capability to serve up to 400,000 customers.

Converting Pawnee Station from Coal to Gas will include the following Project components:

- Converting the 505-MW coal-fired unit and repowering it with gas, with options of blending hydrogen and other alternative fuels in the future.
- Construction of a new wastewater treatment facility
- Modification of the Pawnee Regulator Station to supply fuel to the Pawnee Station.
- Construction of 1,300 LF of 10- inch and 700 LF of 20-inch pipeline to supply gas to Pawnee Station
- Retirement and decommissioning of coal and ash handling equipment.

Pawnee Station consists of a single unit with an opposed, wall-fired Foster Wheeler Original Equipment Manufacturer boiler with a General Electric steam turbine/generator. An air quality control system was installed in 2014 to comply with the Clean Air Clean Jobs Act which includes a selective catalytic reduction and a dry-type scrubber. The conversion from coal to gas will maintain the existing 505 MW capacity. PSCo intends to keep Pawnee in operation for the remainder of its useful life and retire the plant in 2041.

The Project includes construction of a new aboveground wastewater treatment facility to treat wastewater used for the plant. The facility building will be a pre-engineered metal building with dimensions of 75 feet by 150 feet. A temporary laydown yard on-site totaling approximately 3.47 acres will be utilized for temporary staging areas for Project conversion and construction. The site layout is detailed per the Special Use Map included as Appendix C. The Project will provide an economic benefit to Morgan County through tax revenue generation and local job opportunities.

Additionally, ambient air quality in Morgan County will benefit long term from the conversion of the facility from coal to gas, in some cases considerably, due to this conversion. Converting the Project to gas provides for a cost-effective energy generating option that reduces emissions and avoids creation of a new baseline generating facility. The Project allows PSCo to continue to deliver safe and reliable electric service the electric system.

OTHER PROJECTS at Pawnee but unrelated to Conversion:

- Addition of an interconnection at the Pawnee Sub Station. Requiring the existing chain link fenced area to be expanded approximately 60 feet west and installation of one transmission structure South and West of the expanded fence, with a maximum chain link fence height of 10 feet.

1.2 Construction

During the conversion and construction process, staging of equipment, materials, and supplies will primarily take place within the existing PSCo laydown yard. Disturbed areas will be returned to pre-construction conditions once construction has been completed. PSCo intends to begin overall Project conversion and construction as early as January 2025 and conclude within a 2025 installation cycle to meet the in-service date of January 2026. This timeline is subject to change depending on factors such as timing for equipment fabrication, construction, and receiving permits. The facility has a planned outage for a period of 60 to 120 days for the boiler modification and will remain in normal operations during construction outside of the planned outage. PSCo anticipates final tie-ins to the boiler during an anticipated planned outage during the fall of 2025, with the Project operational by the end of 2025. This allows for the Project to be converted and in-service by January 1, 2026.

2.0 PURPOSE OF REQUEST

The purpose of this request is to file an application for a major amendment to the current SUP for the Project pursuant to the Morgan County Zoning Regulations to allow the following:

Conversion of the existing Pawnee coal fueled generating plant to a gas fueled facility for producing electricity and constructing a new wastewater treatment facility as described in this application.

3.0 PROJECT SCHEDULE

Waste Water Treatment Facility Construction*	Permit Approval to December 2025
Gas Boiler Conversion*	Permit Approval to December 2025
Testing and Tuning*	December 2025 and January 2026

* 1 year of construction required, dates are approximate

4.0 PERMIT DURATION

The permit duration is requested for the operational life of Pawnee Station's facilities.

5.0 SECTION 2-445(A), PRE-APPLICATION PROCESS

The Pre-Application Conference was held on October 8th, 2024.

6.0 SECTION 2-440, SUBMITTAL REQUIREMENTS

6.1 Section 2-440(A) Application Form

The application form is provided in Appendix A, Application Form.

6.2 Section 2-440(B) Fee

PSCo will pay the non-refundable applicable fee to Morgan County.

6.3 Section 2-440(C) Narrative Description and Approval Criteria

The Pawnee Coal to Gas Project (Project) involves converting the existing Pawnee coal fueled generating plant to a gas combustion facility for producing electricity and constructing a new water treatment facility. The Project's limits of disturbance are approximately 3.8 acres located in Morgan County, Colorado (Project Area; Figure 1).

The Pawnee Station is currently operating as a 505-megawatt (MW) net capacity coal-fired, steam-electric generating station that began commercial operation in 1981 and continues to

be fully operational. The station consists of a single unit with an opposed, wall-fired Foster Wheeler Original Equipment Manufacturer boiler with a General Electric steam turbine/generator. An air quality control system was installed in 2014 for the Clean Air Clean Jobs Act which includes a selective catalytic reduction and a dry-type scrubber. The Project is located in unincorporated Morgan County near the town of Brush, Colorado in Colorado's eastern plains. The Project conversion from coal to gas will maintain its existing 505 MW capacity. PSCo intends to keep Pawnee in operation for the remainder of its useful life and retire the plant in 2041.

The proposed Project includes the following components (see Appendix C, Special Use Plan Map):

- Converting the 505-MW coal-fired unit and repowering it with gas, with options of blending hydrogen and other alternative fuels in the future.
- Modification of the Pawnee Regulator Station to supply fuel to the Pawnee Station.
- Construction of 1,300 LF of new 10- inch and 700 LF of 20-inch pipeline to supply gas to Pawnee Station
- Retirement and decommissioning of coal and ash handling equipment.
- Construction of a new aboveground water treatment facility to treat wastewater used for the coal scrubber. The facility building will be 75 feet by 150 feet.
- A temporary laydown yard totaling approximately 3.47 acres will be utilized for temporary staging areas for Project conversion and construction.

The site layout is detailed per the Special Use Map included as Appendix C.

OTHER PROJECTS at Pawnee but unrelated to Conversion:

- Addition of an interconnection at the Pawnee Sub Station. Requiring the existing chain link fenced area to be expanded approximately 60 feet west and installation of one transmission structure South and West of the expanded fence, with a maximum chain link fence height of 10 feet.

6.4 Section 2-440(D) Title Commitment

Title commitment issued within 6 months previous to this submittal of the SUP application has been included with the application materials. See Appendix B.

6.5 Section 2-440(E) Potential Environmental Impacts

Vegetation

Table 1 below shows a breakdown of landcover found within the Project Area, according to the U.S. Geological Survey (USGS) National Land Cover Database (USGS 2021). The two types of landcover that make up the majority of the Project Area are Developed, High Intensity (1.34 acres, 35.22 percent of the Project Area), and Developed, Medium Intensity (1.26 acres, 33.11 percent of the Project Area) (Figure 2; USGS 2021).

Table 1. Land Cover within the Project Area

Land Cover Type	Acreage within the Project Area	Percent of the Project Area
Developed, Open Space	0.12	3.14
Developed, Low Intensity	1.05	27.60
Developed, Medium Intensity	1.26	33.11
Developed, High Intensity	1.34	35.22
Herbaceous	0.04	0.93
TOTAL	3.81	100.00

Impacts to vegetation are expected to be low as the majority of the Project Area is located on developed land (3.77 acres; 99.07 percent of the Project Area) with only 0.04 acres or 0.93 percent of the Project Area being made up of Herbaceous land cover (USGS 2021).

Landforms

Morgan County is located in the Colorado Piedmont section of the Great Plains Physiographic Province (Morgan County 2008). Underlying bedrock of the Project Area consists entirely of Quaternary Eolian Deposits (Figure 3; USGS 2024a). There will be no appreciable changes to existing landforms.

Water Resources

This Project will not require additional water rights at Pawnee Station. The station has sufficient water rights and resources, and the Project will use raw water and recycled water from the Station for landfill operational and construction requirements.

Air Quality

The 1963 Clean Air Act (as amended; 42 U.S. Code 7401) requires government agencies to monitor air pollution and promote air pollution prevention and control programs. As of August 2024, Morgan County, Colorado is in attainment for all U.S. Environmental Protection Agency (EPA) criteria pollutants (EPA 2024). Currently, local emission sources in the Project vicinity include personal and commercial vehicle emissions, aircraft emissions at the nearby Brush Municipal Airport, and agricultural operations.

Short-term impacts to local air quality are expected from a temporary increase in construction vehicles creating an increase in fumes and fugitive dust, as well as fumes from construction equipment exhaust, and fugitive dust from clearing and preparing areas for construction. These short-term effects are expected to be relatively minor and are not expected to cause a public nuisance. If an air quality nuisance arises due to and during Project conversion and construction, Xcel will coordinate with Morgan County to develop mitigation techniques.

In the conversion of the Xcel Energy Pawnee Station from coal-fired to gas-fired power generation, air quality emissions on a pound per megawatt-hour (lb/MWh) basis will decrease with respect to criteria pollutants (sulfur dioxide [SO₂], nitrogen oxides, particulate matter, etc.), most hazardous air pollutants, and greenhouse gas pollutants. The operating coal-fired unit is a subcritical boiler, designed and built to burn subbituminous coal. The proposed unit is a gas fired combustion turbine. The major differences between the two that impact the quantity of air emissions are the fuel type, the age of the units, and the technology (e.g., combustion technology as well as air pollution control technology). When generating electricity, coal emits more than twice the amount of carbon dioxide (CO₂) than natural gas

per megawatt-hour¹. In addition, because coal is a solid fuel with impurities, coal combustion emits considerable amounts of SO₂, particulate matter, metal hazardous air pollutant (including mercury), and acid gas. Natural gas is generally a cleaner fuel and emits negligible amounts of SO₂, particulate matter, and metals. Further, coal combustion also emits much more nitrogen oxide than natural gas combustion (generally between two and five times, depending on the pollution control system being used in the respective generation)². As previously mentioned, the age of the units is another factor, as a coal-fired power plant built in 1980 (even if retrofitted for new controls) would have less efficient generation capability and less sophisticated pollution control equipment than a new gas-fired combustion turbine. That increased generation efficiency further reduces greenhouse gas emissions on a per megawatt-hour basis. Overall, ambient air quality in Morgan County will benefit, in some cases considerably, due to this conversion.

Wildlife

No wildlife impacts are expected with this Project (Figure 4).

Wetlands

No flowlines or waterbodies have been mapped within the Project Area, according to the USGS National Hydrography Dataset. According to the Federal Emergency Management Agency (FEMA) National Flood Hazard Layer, no 100-year floodplains are located within the Project Area (FEMA 2024). According to the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory, 3.17 acres of freshwater emergent wetlands are located within the Project Area (Figure 5; USGS 2024b; USFWS 2024). However, much of this area is already developed for the existing Pawnee Station. Therefore, no new water resources are expected to be impacted by the Project.

Dust

Dust is controlled on site by best management practices, such as periodic watering and reducing construction traffic speeds.

Odor

There will be no appreciable increase in odors off site from the Project.

Noise

After conversion and construction is complete, there will be no appreciable noise increase off site from the Project. Construction activities will largely occur indoors, and the Project site is remotely located. The closest adjacent residential building is over a half mile away from the construction area. Thus, off-site noise levels are expected to only cause minimal disturbances to adjacent properties.

Stormwater Runoff

The Project is not expected to affect surface water quality. The applicant will submit a State Storm Water Permit.

¹ U.S. Energy Information Administration, June 9, 2021, “Electric Power Sector CO₂ Emissions Drop as Generation Mix Shifts from Coal to Natural Gas,” [Electric power sector CO₂ emissions drop as generation mix shifts from coal to natural gas - U.S. Energy Information Administration \(EIA\)](#).

² U.S. Government Accountability Office, April 18, 2012, “Air Emissions and Electricity Generation at U.S. Power Plants,” [Air Emissions and Electricity Generation at U.S. Power Plants | U.S. GAO](#).

Visual Amenities

There will be no appreciable changes to the visible amenities.

6.6 Section 2-440(F) Water Supply

Existing wells on the property may serve as a sufficient water supply. This Project will not require additional water rights at Pawnee Station. The station has sufficient water rights and resources, and the Project will use raw water and recycled water from the Station for landfill operational and construction requirements.

6.7 Section 2-440(G) Property Owners Within Thirteen Hundred and Twenty Feet (1,320') of the Project Area

Based on Morgan County parcel data there are 19 property owners within 1,320 feet of the Project Area. See the attached Appendix I for adjacent property owner information.

6.8 Section 2-440(H) Potential Impacts to Existing Adjacent Uses or Properties

The Project will be compatible with existing surrounding adjacent land uses. The Project will not result in significant adverse impacts to surrounding properties. Potential impacts are limited to fugitive dust, traffic, and noise during the conversion and construction phase. *Construction will largely happen indoors and noise levels during construction are not inspected to impact adjacent neighbors. The construction site is located over .5 miles away from the nearest adjacent property owners and noise levels are not expected to cause disturbances to adjacent properties*

Offsite impacts are limited to increased construction traffic, potential noise and fugitive dust resulting from vehicle traffic during conversion and construction along the Project Haul Route. See Appendix J for the haul route information and map. This Project is already an operational facility; therefore, post-conversion and construction, traffic on local roads is expected to stay largely the same.

6.9 Section 2-440(I) Availability of Utilities and Services

Sewer

The Project will tap into existing onsite sewer.

Water

The Project will tap into existing on-site water.

Electrical

Mechanical and electrical drawings will be included with the building permit.

Fire Protection

See details in Building permit.

6.10 Section 2-440(J) Public Improvements

There are no public improvements required for this Project.

6.11 Section 2-440(K) Easements Required for the Project

There are no easements required for this Project. A crossing agreement with the Fort Morgan Canal for the crossing of the new natural gas pipeline was secured and recorded in Morgan County at Reception number 953852 on November 12, 2024. A copy has been included as Appendix D.

6.12 Section 2-440(L) Special Use Plan Map

Refer to Appendix C below for the Special Use Plan Map.

6.13 Section 2-440(M) Confined Animal Feeding Operation Requirements

The Project is not a confined animal feeding operation; therefore, these requirements do not apply to the Project.

7.0 SECTION 2-455, REVIEW CRITERIA

7.1 Section 2-455(A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan;

The Area of disturbance is located in a Special Zone as defined by the Morgan County Comprehensive Plan (Morgan County 2008). The proposed modifications will be consistent with existing plant operations and site usage under the current plant zoning Heavy Industrial, as approved by the Board of County Commissioners on October 12, 1976.

7.2 Section 2-455(B) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County;

The Applicant has submitted a complete SUP application package for a major amendment. The table at the beginning of this report details each SUP submittal requirement with the application report section addressing each checklist item. The submittal has been provided as a hard copy and electronically.

7.3 Section 2-455(C) The site plan conforms to the district design standards of these Regulations;

The Project Special Use Plan map has been developed in accordance with Section 2-420 of the Morgan County Zoning Regulations.

7.4 Section 2-455(D) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures;

Any new on and off-site impacts attributable to the Project are largely related to the construction phase of the new gas conversion related facilities. PSCo has satisfactorily mitigated such Project impacts through agreement, public improvements, site plan requirements or other mitigation measures.

7.5 Section 2-455(E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County;

Existing surrounding adjacent uses include low-density rural agricultural residences and open rangeland in all directions.

The Project will be compatible with existing surrounding adjacent land uses and will not result in significant adverse impacts to surrounding properties. Potential impacts are limited to fugitive dust, traffic, and noise during the conversion and construction phase. *Construction will largely happen indoors and noise levels during construction are not expected to impact adjacent neighbors. The construction site is located over .5 miles away from the nearest adjacent property owners and noise levels are not expected to cause disturbances to adjacent properties.* During operations, the Project will generate little to no daily traffic, improve existing air emissions, and is sited and designed to minimize noise impacts.

7.6 Section 2-455(F) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by either federal, state or county regulation, whichever is the strictest;

The Project is not anticipated to be unduly detrimental or injurious to property or improvements in the vicinity and will not be detrimental to public health, safety, or general welfare. The Project is a key aspect of the plan set by PSCo and the state to reduce its carbon emission by over 80 percent by 2030 as compared to 2005 emissions and to continue leading the transition to a clean energy future.

The Applicant is committed to developing and operating the facility in a safe and environmentally friendly manner. The Project will adhere to all applicable health and safety standards and regulations.

7.7 Section 2-455(G) *The special use proposed is not planned to be developed on a non-conforming parcel;*

The Project is not proposed to be developed on non-conforming parcels.

7.8 Section 2-455(H) *The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review; and*

The Project serves as an integral part of Xcel Energy's February 2021 Colorado Clean Energy Plan, updated in April 2022. The Project will provide an economic benefit to Morgan County through tax revenue generation and local job opportunities. The facility will serve energy generated to all Xcel customers, including Morgan County and surrounding communities. The Public Utilities Commission of Colorado recently found that granting authority to PSCo to move forward with acquiring the resources in the Alternative Portfolio, including its gas resources, is in the public interest. The Public Utilities Commission furthermore found that thermal generation such as that proposed with the Project is a necessary component of the Clean Energy Plan set forth for within the 2021 ERP/CEP that guides energy development goals of the PSCo. The Project allows for the PSCo to construct generation in order to boost system reliability while the CEP is being implemented. The Applicant will pay all fees and review costs required by Morgan County for application processing and review.

7.9 Section 2-455(I) *For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.*

Existing on-site resources of potable water for human consumption will be maintained. Potable water pipe shall satisfy AWWA and NSF requirements.

7.10 Section 2-470, *Special Use Plan Map*

The Special Use Plan Map has been prepared in accordance with Section 2-470 of the Morgan County Zoning Regulations and may be found in Appendix C of this document.

7.11 *Fire Plan*

The Fire Service agreement is included as Appendix F of the application. The existing agreement remains effective during the conversion process. It is anticipated that the new

Pawnee Coal to Gas Project
Morgan County Special Use Permit Application – Major Amendment

Fire Service Agreement for the Station will be finalized by June of 2025, and a copy will be provided to the county at that time.

REFERENCES

- CDPHE (Colorado Department of Public Health and Environment). 2024. Oil and Gas APENs. Available online at: <https://cdphe.colorado.gov/oil-gas-apens>. Accessed August 2024.
- EPA (Environmental Protection Agency). 2024. Current Nonattainment Counties for All Criteria Pollutants. Available online at: <https://www3.epa.gov/airquality/greenbook/ancl.html>. Accessed August 2024.
- FEMA (Federal Emergency Management Agency). 2024. Flood Data Viewers and Geospatial Data. Available online at: <https://www.fema.gov/flood-maps/national-flood-hazard-layer>. Accessed August 2024.
- Morgan County. 2008. Morgan County Comprehensive Plan. Available online at: <https://morgancounty.colorado.gov/sites/morgancounty/files/Comprehensive-Plan-2008.pdf>. Accessed August 2024.
- Morgan County. 2024a. Morgan County Parcel Viewer. Available online at: <https://morgancountyco.maps.arcgis.com/apps/Solutions/s2.html?appid=98b97c7f37e2453f85938d547d2b7f11>. Accessed August 2024.
- Morgan County. 2024b. Morgan County Zoning Regulations. Available online at: <https://morgancounty.colorado.gov/sites/morgancounty/files/documents/Zoning%20Regulation%20-%20June%202024.pdf>. Accessed August 2024.
- USFWS. 2024. National Wetlands Inventory. Available online at: <https://www.fws.gov/program/national-wetlands-inventory>. Accessed August 2024.
- USGS (U.S. Geological Survey). 2021. National Land Cover Database. Available online at: <https://www.usgs.gov/centers/eros/science/national-land-cover-database>. Accessed August 2024.
- USGS. 2024a. Eolian Deposits. Available online at: <https://mrdata.usgs.gov/geology/state/sgmc-unit.php?unit=COQe;0>. Accessed August 2024.
- USGS. 2024b. National Hydrography Dataset. Available online at: <https://www.usgs.gov/national-hydrography/national-hydrography-dataset>. Accessed August 2024.

Appendix A

SPECIAL USE PERMIT REQUIRED ATTACHMENT LIST

Fee:

Non-Refundable Application Fee

**Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 5 hours.*

Project Narrative:

Narrative– Including the following:

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

Environmental Impacts:

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

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

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

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

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

- Decommissioning Plan** [Wind, Solar, BESS]
- Geotechnical Report** [Wind, Solar]
- Maintenance Statement** [Wind, Solar, BESS]
- Water and/or Wind Erosion Control Plan** [Wind, Solar]
- Fire Mitigation Plan** [BESS]
- Specification Sheet** [BESS]
- Emergency Operation Plan** [BESS]

- Ownership:**
- Current title insurance commitment (last 6 months)**
 - Mineral Rights Holders Notification**
 - Notice to FFA & Approval Letter** [Wind]
 - Notice to Operator of Communication Link (if applicable)** [Wind]
 - Proof of current paid taxes**

- Utilities/Access:**
- Water tap (Engineering Report from Quality Water or proof of access to a well)**
 - Sewer (Septic Permit, Will Serve Letter from NCHD or proof of other public system)**
 - Electric (Electric bill or letter of commitment from electricity provider)**
 - Driveway Permit from CDOT or Morgan County Road & Bridge (If required by staff)**
 - Ditch Company- Proof of contact if there is a ditch on or next to subject property**
 - Architecture Control Approval (if applicable)**
 - Utility Interconnection or Crossing Certification** [Wind, Solar]
 - Road Agreement** [Wind, Solar]
 - Electrical Diagram** [BESS]

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

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

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

Liability Insurance for Solar, Wind and/or BESS projects

____# **Paper Application sets**

____ **Digital Copy of Application** (One sided only)

Posted Public Notice Verification:

Notarized affidavit with photographs from a distance & close-up

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

Additional Information required by staff:

APPLICANT & LANDOWNERS **MUST** SIGN APPLICATION ON NEXT PAGE

APPLICANT & LANDOWNER'S STATEMENT

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

Senior Agent for Public Service
Company of Colorado (Xcel
Energy)
Signed by: *Kalan Falbo* December 6, 2024
Applicant Signature _____ Date

Applicant Signature _____ Date

Senior Agent for Public Service
Company of Colorado (Xcel
Energy)
Signed by: *Kalan Falbo* December 6, 2024
Landowner Signature _____ Date

Landowner Signature _____ Date



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

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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

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

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

RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

Signed by: Kalan T Falbo Senior Agent for Public Service
Company of Colorado (Xcel Energy)
Signature Date December 6, 2024
Kalan T Falbo
Printed Name
14940 CR 24 BRUSH CO 80723
Address

To Be Signed by Landowner

DATED: October 17, 2024

Public Service Company of Colorado, a Colorado corporation

By: ^{DocuSigned by:}
ADAM PENA
8E20E042C0BD49F...
Adam Pena
Manager of Siting & Land Rights, Right of Way & Permits Department

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

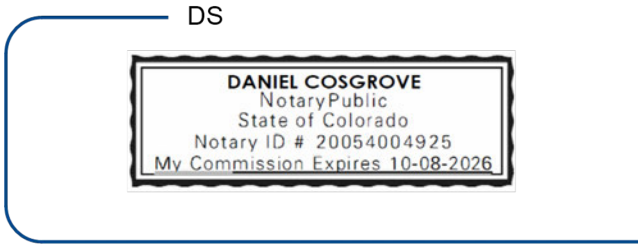
The forgoing instrument was acknowledged before me this 17th day of October, 2024,
by Adam Pena as Manager of Siting & Land Rights, Right of Way & Permits Department of Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 10/08/2026

DAN# 20054004925-637543

^{DocuSigned by:}
Daniel Cosgrove
5B781673E7604B5...
Notary Public



Pawnee Coal to Gas Project
Morgan County Special Use Permit Application – Major Amendment

Appendix B

Invoice

Remit payment to:

Northern Colorado Title Services Co., Inc.
205 W. Kiowa Avenue
Fort Morgan, CO 80701
(970)867-0233

Billed to:

XCEL ENERGY

Invoice number: NCT25221-1
Invoice date: November 22, 2024
Please pay before: November 22, 2024
Our file number: NCT25221

Attn: KALAN FALBO

Property:

VACANT
Fort Morgan, CO 80701
Morgan County

DESCRIPTION	AMOUNT
NCT25221 - TBD COMMITMENT - 17/3/56	400.00
Invoice total amount due:	<u>\$ 400.00</u>

Thank You For Your Business!



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Mail Code: Policies 187, Houston, TX 77036.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25221
Issuing Office File No.: NCT25221
Property Address: VACANT, Fort Morgan, CO 80701

1. Commitment Date: **November 18, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (06/17/06)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

**PUBLIC SERVICE COMPANY OF COLORADO, as to Parcels A-H
1480 WELTON, INC., as to Parcel I**

5. The Land is described as follows:

SEE "EXHIBIT A"

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE A
(Continued)

stewart
title guaranty company

Northern Colorado Title Services Co., Inc.



Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



EXHIBIT A

PARCEL A:

A parcel of land in the E1/2SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, described as follows: Beginning at the SE corner of the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M.; thence North 990 feet to the point of beginning; thence West 1320 feet; thence North 330 feet; thence East 1320 feet; thence South 330 feet to the point of beginning.

PARCEL B:

A parcel of land in the Northwest corner of Section 17, Township 3 North, Range 56 West of the 6th P.M., described as commencing at a point 30 feet South of the North line and 32 feet East of the West line of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado; thence South parallel to the West Section line 142 feet; thence East parallel to the North Section line 305 feet; thence North parallel to the West Section line 142 feet; thence West parallel to the North Section line, 305 feet to the point of beginning.

PARCEL C:

A parcel of land in the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, described as follows: Commencing at the SE corner of the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M.; thence North 660 feet to a point; thence West 990 feet to the point of beginning; thence West 330 feet to a point; thence North 330 feet to a point; thence East 330 feet to a point; thence South 330 feet to the point of beginning.

AND

A parcel of land in the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, commencing at the SE corner of the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M.; thence North along Section line 660 feet to the point of beginning; thence West parallel to the Section line, 990 feet; thence North, parallel to the Section line, 330 feet; thence East, parallel to the Section line, 990 feet; thence South, along the Section line, 330 feet to the point of beginning.

PARCEL D:

A parcel of land in the SE1/4SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, said parcel being more particularly described as follows: Commencing at the SE corner of Section 17; thence in a Northerly direction along the East line of Section 17 for a distance of 399 feet; thence in a Westerly direction parallel to the South line of Section 17 for a distance of 540 feet; thence in a Southerly direction to the South line of Section 17, for a distance of 399 feet; thence in a Easterly direction along the South line of Section 17 for a distance of 540 feet to the point of beginning.

PARCEL E:

A parcel of land in the NE1/4SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, more particularly described as: A tract of land in the NE corner of the NE1/4SE1/4 described as: Commencing at the NE corner of the NE1/4SE1/4; thence West 361 1/2 feet; thence South 361 1/2 feet; thence 361 1/2 feet East; thence North along the East Section Line 361 1/2 feet to the point of beginning.

Continued

PARCEL F:

The S1/2NW1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

NOTE: Any conveyance or encumbrance of the above property should include the following: "Together with that part of County Road 25 located in Section 17, 18 and 20, Township 3 North, Range 56 West of the 6th P.M., beginning at the South right of way line of County Road Q and extending Southward to approximately one mile to its termination in the NW1/4 of Section 20, Township 3 North, Range 56 West of the 6th P.M., as vacated by Morgan County by Resolution recorded in Book 771 at page 719." This is for information only and said easement will not be insured on the final policy.

PARCEL G:

The SW1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

NOTE: Any conveyance or encumbrance of the above property should include the following: "Together with that part of County Road 25 located in Section 17, 18 and 20, Township 3 North, Range 56 West of the 6th P.M., beginning at the South right of way line of County Road Q and extending Southward to approximately one mile to its termination in the NW1/4 of Section 20, Township 3 North, Range 56 West of the 6th P.M., as vacated by Morgan County by Resolution recorded in Book 771 at page 719." This is for information only and said easement will not be insured on the final policy.

AND

The W1/2SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL H:

The N1/2NW1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. EXCEPT A parcel of land in the Northwest corner of Section 17, Township 3 North, Range 56 West of the 6th P.M., described as commencing at a point 30 feet South of the North line and 32 feet East of the West line of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado; thence South parallel to the West Section line 142 feet; thence East parallel to the North section line 305 feet; thence North parallel to the West section line 142 feet; thence West parallel to the North section line, 305 feet to the point of beginning AND EXCEPT a parcel conveyed to The County of Morgan in Book 48 at page 71.

PARCEL I: The NE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., EXCEPT that parcel conveyed in Deed recorded August 9, 1972 in Book 731 at page 242, and EXCEPT that parcel conveyed in Deed recorded March 24, 1902 in Book 48 at page 32, Morgan County, Colorado.

and commonly known as (for informational purposes only):

VACANT, Fort Morgan, CO 80701

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25221

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from PUBLIC SERVICE COMPANY OF COLORADO to TO BE DETERMINED, conveying the land described herein. (PARCELS A-H)
 - b. Proper Deed from 1480 WELTON, INC. to TO BE DETERMINED, conveying the land described herein. (PARCEL I)
 - c. Dollar amount of Policy coverage must be provided to the Company.
 - d. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.
 - e. Statement of Authority for 1480 WELTON, INC., disclosing the name(s) and address(s) of the person(s) represented and the other information required by 38-30-172, C.R.S.

NOTE: Statement of Authority for PUBLIC SERVICE CORPORATION OF COLORADO, A COLORADO CORPORATION recorded APRIL 24, 2023 at Reception No. 945930 discloses that the following person has the authority to execute documents affecting title on behalf of the entity:

AMBER S. DEDUS, Manager, Siting and Land Rights

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25221

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

PARCEL A:

8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
9. Subject to County Road 26 as it currently exists and is in use.
10. FORT MORGAN IRRIGATION COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded JULY 26, 1882 in [File No. 23](#).
11. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#), and any and all assignments thereof or interests therein.
12. All interest in oil, gas and other mineral rights as reserved by JOSEPH T. BOWMAN and ESTHER BOWMAN in DEED to DONALD SPADI and JEFFERY LYNN SPADI recorded JULY 2, 1969 in Book 713 at Page 989, and any and all assignments thereof or interests therein.
13. Easement and right of way for IRRIGATION DITCH purposes as reserved by JOSEPH T. BOWMAN and ESTHER BOWMAN in instrument to DONALD SPADI and JEFFREY LYNN SPADI as contained in instrument recorded JULY 2, 1969, in Book 713 at Page 989, the location of said easement and right of way are more specifically defined in said document.
14. Terms, conditions, provisions, agreements, burdens and obligations as contained in LEASE AGREEMENT between PUBLIC SERVICE dba XCEL ENERGY and STATE OF COLORADO, acting by and through the Department of Natural Resources for the use and benefit of The Division of Wildlife and Wildlife Commission recorded MAY 26, 2011 at Reception No. [868888](#).
15. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
16. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

PARCEL B:

17. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
18. Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 11, 1906 in Book [15 at Page 141](#), said road to be not less than 60 feet in width.
19. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by LLOYD SPAFFORD JR., as Personal Representative of the Estate of Edgar E. Spafford in the instrument to PUBLIC SERVICE COMPANY OF COLORADO recorded FEBRUARY 21, 1992 in Book [940 at Page 29](#), and any and all assignments thereof or interests therein.
20. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
21. Supplemental Indenture from PUBLIC SERVICE COMPANY OF COLORADO to MORGAN COUNTY TRUST COMPANY OF NEW YORK in the amount of \$79,500,000.00 dated APRIL 1, 1993 and recorded JUNE 16, 1993 in Book [955 at page 702](#), and any supplemental indentures thereto.
22. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

PARCEL C:

23. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
24. Subject to County Road 26 as it currently exists and is in use.
25. FORT MORGAN IRRIGATION COMPANY and rights of way therefor, as evidenced by Map and Sworn Statement recorded JULY 26, 1882 in [File No. 23](#).
26. FORT MORGAN CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded SEPTEMBER 1, 1883 in Map Book 4 page 105.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

27. Terms, conditions, provisions, agreements, burdens and obligations concerning delivery of water as contained in WARRANTY DEED between W.E. SPILLMAN and EDNA L. SPILLMAN and JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#).
28. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#), and any and all assignments thereof or interests therein.
29. Covenants, conditions, restrictions, terms and obligations, which do not contain a forfeiture or reverter clause, as contained in INSTRUMENT recorded NOVEMBER 22, 1968 in Book [710 at Page 550](#).
30. All interest in oil, gas and other mineral rights as reserved by JOE BOWMAN and ESTHER BOWMAN in DEED to KENNETH M. VONDY and DOLA J. VONDY recorded NOVEMBER 22, 1968 in Book 710 at Page 550, and any and all assignments thereof or interests therein.
31. Easement and right of way for ROADWAY and POWER LINE purposes as reserved by KENNETH M. VONDY and DOLA J. VONDY in instrument to GARY R. FRIEHAUF and MARGARET JEAN FRIEHAUF as contained in instrument recorded JULY 24, 1972, in Book [730 at Page 838](#), the location of said easement and right of way are more specifically defined in said document.
32. Terms, conditions, provisions, agreements, burdens and obligations as contained in PERMIT between BOARD OF COUNTY COMMISSIONERS and RICKS & DEMUTH OPERATING COMPANY recorded NOVEMBER 3, 1986 in Book [884 at Page 735](#).
33. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE BY THE UPPER PLATTE AND BEAVER CANAL COMPANY recorded MARCH 12, 2004 in Book [1173 at page 221](#).
34. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
35. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#); (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK [859 AT PAGE 600](#); (G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN [BOOK 871 AT PAGE 554](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

PARCEL D:

36. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
37. Subject to County Road 26 and County Road P as it currently exists and is in use.
38. Easement and right of way for IRRIGATION DITCH purposes as granted to THE FORT MORGAN IRRIGATION COMPANY as contained in instrument recorded JULY 26, 1882, in [File #23](#), the location of said easement and right of way not being specifically defined.
39. Terms, conditions, provisions, agreements, burdens and obligations concerning delivery of water as contained in WARRANTY DEED between W.E. SPILLMAN and EDNA L. SPILLMAN and JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#).
40. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#), and any and all assignments thereof or interests therein.
41. All interest in oil, gas and other mineral rights as reserved by JOE BOWMAN and ESTHER BOWMAN in DEED to UNITED BROADCASTING COMPANY recorded NOVEMBER 7, 1963 in Book [680 at Page 387](#), and any and all assignments thereof or interests therein.
42. Terms, conditions, provisions, agreements, burdens and obligations as contained in PERMIT between BOARD OF COUNTY COMMISSIONERS and RICKS & DEMUTH OPERATING COMPANY recorded NOVEMBER 3, 1986 in Book [884 at Page 735](#).
43. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE BY THE UPPER PLATTE AND BEAVER CANAL COMPANY recorded MARCH 12, 2004 in Book [1173 at page 221](#).
44. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

45. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#); (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK [859 AT PAGE 600](#); (G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK [871 AT PAGE 554](#).

PARCEL E:

46. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
47. Subject to County Road 26 as it currently exists and is in use.
48. Easement and right of way for DITCH purposes as shown in Warranty Deed from ROSE M. PATTERSON, JAMES J. PATTERSON and PATRICK H. KASTLER to G.L. MARIETTA and MAY M. MARIETTA as contained in instrument recorded MARCH 19, 1947, in Book [440 at Page 289](#), the location of said easement and right of way not being specifically defined.
49. Terms, conditions, provisions, agreements, burdens and obligations concerning delivery of water as contained in WARRANTY DEED between W.E. SPILLMAN and EDNA L. SPILLMAN and JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#).
50. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#), and any and all assignments thereof or interests therein.
51. Terms, conditions, provisions, agreements, burdens and obligations as contained in PERMIT between BOARD OF COUNTY COMMISSIONERS and RICKS & DEMUTH OPERATING COMPANY recorded NOVEMBER 3, 1986 in Book [884 at Page 735](#).
52. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE BY THE UPPER PLATTE AND BEAVER CANAL COMPANY recorded MARCH 12, 2004 in Book [1173 at page 221](#).
53. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

54. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#).

PARCEL F:

55. Reservation as contained in United States Patent recorded JANUARY 14, 1888 in Book [18 at Page 135](#) as follows: Right of way for ditches or canals constructed by the authority of the United States.
56. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
57. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT OF COMPROMISE recorded MAY 21, 1886 in Book [3 at page 389](#).
58. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at Page 392](#).
59. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by THE FEDERAL LAND BANK OF WICHITA in the instrument to G.L. MARIETTA recorded DECEMBER 26, 1957 in Book [592 at Page 241](#), and any and all assignments thereof or interests therein.
60. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by G.L. MARIETTA in the instrument to JESSE A. MACE JR. recorded SEPTEMBER 1, 1963 in Book [677 at Page 166](#), and any and all assignments thereof or interests therein.
61. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by MILTON UHLENHOPP and LILA M. UHLENHOPP in the instrument to JOSEPH HOFF and KATIE HOFF recorded FEBRUARY 17, 1976 in Book [758 at Page 786](#), and any and all assignments thereof or interests therein.
62. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGEMENT AND DECREE recorded SEPTEMBER 13, 1993 in Book [958 at page 869](#).
63. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

64. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#).

PARCEL G:

65. Reservation as contained in United States Patent recorded JANUARY 14, 1888 in Book [18 at Page 135](#) as follows: Right of way for ditches or canals constructed by the authority of the United States.
66. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
67. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT OF COMPROMISE recorded MAY 21, 1886 in Book [3 at page 389](#).
68. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between JOHN WILLIAMS and THE TRAVELERS INSURANCE COMPANY recorded MAY 27, 1897 in Book 27 at Page 389.
69. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at Page 392](#).
70. FORT MORGAN CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded FEBRUARY 7, 1883 in Map Book [4 at Page 105](#).
71. Right of way for LATERAL purposes as reserved by THE TRAVELERS INSURANCE COMPANY in instrument to CHAUNCEY W. SCOVILLE as contained in instrument recorded FEBRUARY 19, 1902, in Book 42 at Page 397, the location of said easement and right of way not being specifically defined.
72. Right of way for LATERAL purposes as granted by RUBEN B. RASOR to WILLIAM H. TABER as contained in instrument recorded DECEMBER 29, 1910, in Book [79 at Page 565](#), the location of said easement and right of way not being specifically defined.
73. Right of way for LATERAL purposes as granted by WILLIAM H. TABER to EDWARD F. BATSCHELET as contained in instrument recorded OCTOBER 11, 1911, in Book [85 at Page 458](#), the location of said easement and right of way not being specifically defined.
74. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by THE FEDERAL LAND BANK OF WICHITA in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded SEPTEMBER 19, 1945 in Book [423 at Page 306](#), and any and all assignments thereof or interests therein.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

75. An undivided 1/2 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in Book [525 at Page 405](#), and any and all assignments thereof or interests therein.
76. All interest in oil, gas and other mineral rights as reserved by FLOYD E. MCHALE and MARIE M. MCHALE in DEED to LAWRENCE A. VASHUS and CHERYL J. VASHUS recorded APRIL 22, 1974 in Book [743 at Page 544](#), and any and all assignments thereof or interests therein.
77. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in Book [953 at Page 979](#).
78. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGEMENT AND DECREE recorded SEPTEMBER 13, 1993 in Book [958 at page 869](#).
79. Lack of a right of access from the land to any open public road, street or highway - This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of the county in which the subject property is situated, that any right of access to an open public roadway.
80. Terms, conditions, provisions, agreements, burdens and obligations as contained in LEASE AGREEMENT between PUBLIC SERVICE COMPANY OF COLORADO and STATE OF COLORADO acting through the Department of Natural Resources for the use and benefit of the Division of Wildlife and Wildlife Commission recorded MAY 26, 2011 at Reception No. [868888](#).
81. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
82. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#).

PARCEL H:

83. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
84. Right of way for ROAD purposes as specified in ROAD VIEWER'S REPORT recorded APRIL 11, 1906 in Book [15 at Page 141](#), said road to be not less than 40 feet in width.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

85. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT OF COMPROMISE recorded MAY 21, 1886 in Book [3 at page 389](#).
86. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at Page 392](#).
87. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by EDGAR E. SPAFFORD in the instrument to D & S FARMS recorded JANUARY 2, 1976 in Book [757 at Page 600](#), and any and all assignments thereof or interests therein.
88. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in Book [953 at Page 979](#).
89. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGEMENT AND DECREE recorded SEPTEMBER 13, 1993 in Book [958 at page 869](#).
90. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
91. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#).

PARCEL I:

92. Reservation as contained in United States Patent recorded APRIL 24, 1889 in Book 1 at page 124 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
93. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at page 392](#).
94. THE PLATTE AND BEAVER IMPROVEMENT COMPANY'S MAIN DITCH and rights of way therefor, as evidenced by Sworn Statement recorded OCTOBER 4TH, 1882 in Book 4 at page 91.
95. PLATTE AND BEAVER DRAINAGE DITCH and rights of way therefor, as evidenced by Map and Sworn Statement recorded DECEMBER 14, 1889 in Book 2 at Page 9.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

96. Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 11, 1906 in Book [15 at page 141](#), said road to be not less than 60 feet in width.
97. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by PATRICK H. KASTLER and WILMA N. KASTLER in the instrument to MILTON UHLENHOPP recorded OCTOBER 13, 1972 in Book [732 at page 301](#), and any and all assignments thereof or interests therein.
98. All interest in oil, gas and other mineral rights as reserved by MILTON UHLENHOPP and LILA UHLENHOPP in DEED to ERVIN KNOX and ELISE KNOX recorded NOVEMBER 19, 1973 in Book [740 at page 632](#), and any and all assignments thereof or interests therein.
99. Easement and right of way to locate, construct, reconstruct, operate, maintain, repair, rebuild and remove a 10 inch high pressure natural gas pipeline as granted by UPPER PLATTE AND BEAVER CANAL CO. to WESTERN GAS SUPPLY COMPANY as contained in instrument recorded DECEMBER 27, 1989 in Book [918 at page 306](#), the location of said easement and right of way are more specifically defined in said document.
100. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS AND RULING OF THE REFEREE AND DECREE OF THE WATER COURT between STATE OF COLORADO and ERVIN KNOX and LESLIE KNOX, recorded MAY 8, 1978 in Book [783 at page 787](#).
101. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS AND DECREE between STATE OF COLORADO and R.M. HAYTHORN and others, recorded SEPTEMBER 20, 1937 at Reception No. [864128](#).
102. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

ALL PARCELS:

103. Memorandum of Indenture by Public Service Company of Colorado dated July 1, 1954 to Morgan Guaranty Trust Company of New York, and any Supplemental Indentures thereto.
104. Memorandum of Indenture by Public Service Company of Colorado dated OCTOBER 1, 1993 and recorded OCTOBER 12, 1993 in Book [959 at page 857](#) to Morgan Guaranty Trust Company of New York, and any Supplemental Indentures thereto.
105. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to Special Use Permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded MAY 2, 2023 at Reception No. [946064](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

106. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to Special Use Permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded JUNE 20, 2024 at Reception No. [951805](#).
107. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25221

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act(20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Invoice

Remit payment to:

Northern Colorado Title Services Co., Inc.
205 W. Kiowa Avenue
Fort Morgan, CO 80701
(970)867-0233

Billed to:
EXCEL ENERGY

Invoice number: NCT25222-1
Invoice date: November 20, 2024
Please pay before: November 20, 2024
Our file number: NCT25222

Attn: KALAN FALBO

Property:
VACANT
Fort Morgan, CO 80701
Morgan County

DESCRIPTION	AMOUNT
NCT25222 - 18/3/56 TBD COMMITMENT	400.00
Invoice total amount due:	<u><u>\$ 400.00</u></u>

Thank You For Your Business!



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Mail Code: Policies 187, Houston, TX 77036.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25222
Issuing Office File No.: NCT25222
Property Address: VACANT, Fort Morgan, CO 80701

1. Commitment Date: **November 15, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (06/17/06)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



SCHEDULE A

(Continued)

5. The Land is described as follows:

Section 18, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, EXCEPT a strip of land 30 feet wide lying along the South line of the SW1/4 of Section 7, Township 3 North, Range 56, and a strip of land 30 feet wide lying along the North line of the NW1/4 of Section 18, Township 3 North, Range 56 West of the 6th P.M., being a strip of land 60 feet wide lying along the entire North boundary line between said quarter Sections 7 and 18, one half on each side of said line, as described in Quit Claim Deed recorded in Book 48 at page 25; AND EXCEPT that part of the NE1/4 of Section 18, Township 3 North, Range 56 West of the 6th P.M., described as follows: Commencing at the NE corner of said section; running thence South 30 feet; thence West to a point 30 feet south of the NW corner of said section; thence North 30 feet to said NW corner; thence East to the place of beginning, being a strip of land 30 feet wide lying along contiguous to and south of the entire north line of said NE1/4, as described in Quit Claim Deed recorded in Book 48 at page 28; AND ALSO EXCEPT that part of the SW1/4 of Section 7 and the NW1/4 of Section 18 in Township 3 North, Range 56 West of the 6th P.M., described as follows: Commencing at a point 30 feet South of its quarter section corner on the south side of said Section 7; thence North 60 feet; thence West to a point 30 feet North of said SW quarter of said Section 7; thence South 60 feet to the point of beginning as described in Quit Claim Deed recorded in Book 48 at page 34, AND ALSO EXCEPT a triangular piece of land approximately one acre, in the NE corner of the SW1/4 lying North and East of the Fort Morgan Canal in Section 18, Township 3 North, Range 56 West of the 6th P.M.

Together with that part of County Road 25 located in Sections 17, 18, and 20, Township 3 North, Range 56 West of the 6th P.M., beginning at the South right of way line of County Road Q and extending Southward for approximately one mile to its termination in the NW1/4 of said Section 20, Township 3 North, Range 56 West of the 6th P.M, as vacated by Morgan County by Resolution recorded in Book 771 at page 719.

Also commonly known as: **VACANT**

and commonly known as (for informational purposes only): **VACANT, FORT MORGAN, CO 80701**

stewart
title guaranty company

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25222

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION to TO BE DETERMINED, conveying the land described herein.
 - b. Dollar amount of Policy coverage must be provided to the Company.
 - c. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

NOTE: Statement of Authority for PUBLIC SERVICE CORPORATION OF COLORADO, A COLORADO CORPORATION recorded APRIL 24, 2023 at Reception No. 945930 discloses that the following person has the authority to execute documents affecting title on behalf of the entity:

AMBER S. DEDUS, Manager, Siting and Land Rights

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25222

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Reservation as contained in United States Patent recorded DECEMBER 11, 1890 in Book [32 at Page 198](#) (NW1/4); recorded APRIL 20, 1891 in Book 32 at page 210 (NE1/4); as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



SCHEDULE B PART II

(Continued)

9. Reservation as contained in United States Patent recorded APRIL 18, 1921 in Book [155 at Page 384](#) (SW1/4); recorded APRIL 20, 1891 in Book 32 at page 210 (NE1/4); as follows: Right of way for ditches or canals constructed by the authority of the United States.
10. Right of way for ROAD purposes as specified in ROAD PETITION recorded JANUARY 9, 1906 in Book 15 at Page 102, said road to be not less than 60 feet in width.
11. Right of way for ROAD purposes as specified in that ROAD VIEWER'S REPORT recorded JANUARY 9, 1907 in Book [15 at Page 144](#).
12. Right of way for ROAD purposes as specified in that ROAD VIEWER'S REPORT recorded APRIL 11, 1906 in Book [15 at Page 141](#), board recommending a 40 foot road instead of a 60 foot road.
13. FORT MORGAN CANAL and rights of way therefor, as evidenced by Articles of Incorporation recorded MARCH 1, 1906 in File No. 271.
14. FORT MORAN CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded FEBRUARY 7, 1883 in Map Book [4 at Page 105](#).
15. FORT MORGAN LAND AND CANAL COMPANY and rights of way therefor, as evidenced by Map and Sworn Statement recorded OCTOBER 22, 1889 in Map Book [2 at Page 392](#).
16. An undivided 1/2 interest in all oil, gas and other mineral rights, as conveyed by LOUIS LANTOS in the instrument to LOYAL C. BAKER and L.C. JACOX recorded AUGUST 23, 1930 in Book 296 at Page 168 (SW1/4), and any and all assignments thereof or interests therein.
17. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by CORA FOX in the instrument to FORT MORGAN CONSOLIDATED ROYALTY CORPORATION recorded APRIL 16, 1931 in Book [304 at Page 151](#) (NW1/4), and any and all assignments thereof or interests therein.
18. An undivided 1/2 interest in all oil, gas and other mineral rights, for a period of 20 years, as reserved by JOHN EARL LEE in the instrument to JACK WEISBARD and LOIS WEISBART recorded JULY 31, 1972 in Book [731 at Page 11](#) (W1/2), and any and all assignments thereof or interests therein.
19. Easement and right of way for ditch purposes as granted by JACK WEISBART and LOIS WEISBART to MUTUAL LATERAL DITCH COMPANY as contained in instrument recorded DECEMBER 13, 1978 in Book [787 at Page 468](#), the location of said easement and right of way are more specifically defined in said document. (NW1/4)
20. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by MELVIN A. GRIGGS and NELLIE R. GRIGGS in the instrument to DORIS M. ARMSTRONG recorded MAY 30, 1975 in Book [751 at Page 440](#) (S1/2NE1/4), and any and all assignments thereof or interests therein.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



SCHEDULE B PART II

(Continued)

21. An undivided 1/2 interest in all oil, gas and other mineral rights, as conveyed by MELVIN A. GRIGGS and NELLIE R. GRIGGS in the instrument to PUBLIC SERVICE COMPANY OF COLORADO recorded JANUARY 15, 1980 in [Book 799 at Page 934](#) (S1/2NE1/4), and any and all assignments thereof or interests therein.
22. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by HAZEL ECHO SHAY, ET AL in the instrument to EDGAR E. SPAFFORD recorded OCTOBER 4, 1963 in Book [670 at Page 231](#)(N1/2NE1/4), and any and all assignments thereof or interests therein.
23. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by EDGAR E. SPAFFORD in the instrument to D & S FARMS recorded JANUARY 2, 1970 in Book [757 at Page 600](#) (N1/2NE1/4), and any and all assignments thereof or interests therein.
24. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by D & S FARMS in the instrument to 1480 WELTON, INC. recorded FEBRUARY 27, 1976 in [Book 759 at Page 78](#) (N1/2NE1/4), and any and all assignments thereof or interests therein.
25. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by 1480 WELTON, INC. in the instrument to PUBLIC SERVICE COMPANY OF COLORADO recorded FEBRUARY 19, 1980 in Book [800 at Page 822](#) (N1/2NE1/4), and any and all assignments thereof or interests therein.
26. Terms, conditions, provisions, agreements, burdens and obligations as contained in LEASE AGREEMENT between FORT MORGAN WATER COMPANY, LTD and PUBLIC SERVICE COMPANY OF COLORADO recorded MARCH 13, 1991 in Book [930 at Page 693](#).(NW1/4)
27. Memorandum of Indenture by PUBLIC SERVICE COMPANY OF COLORADO dated JULY 1, 1954 to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and any Supplemental Indentures thereto.
28. Memorandum of Indenture by PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION to the Public Trustee of Morgan County for the use of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, to secure payment of \$134,500,000.00, dated OCTOBER 1, 1993, recorded OCTOBER 12, 1993 in Book [959 at page 857](#), and any Supplemental Indentures thereto.
29. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in Book [953 at Page 979](#).(NW1/4)
30. Terms, conditions, provisions, agreements, burdens and obligations as contained in Memorandum of Lease Agreement between Public Service Company of Colorado and Fulton Cogeneration Associates, LP recorded April 18, 2000 in Book [1069 at Page 332](#).
31. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by TOM HARPAM in the instrument to ELIZABETH MARIE PEDERSEN recorded MARCH 10, 1953 in Book [515 at Page 3](#) (Triangular piece in SW1/4), and any and all assignments thereof or interests therein.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



SCHEDULE B PART II

(Continued)

32. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by ELIZABETH MARIE PEDERSEN in the instrument to BERNARD LAGE and LYDIA LAGE recorded MARCH 2, 1954 in Book [526 at Page 265](#) (Triangular piece in SW1/4), and any and all assignments thereof or interests therein.
33. An undivided 1/2 interest in all oil, gas and other mineral rights currently owned, as reserved by JAE-LIN PORK, INC. in the instrument to D & S FARMS recorded APRIL 14, 1975 in Book [750 at Page 482](#) (Triangular piece in SW1/4), and any and all assignments thereof or interests therein.
34. All oil, gas and other mineral rights presently owned by them in and to the subject property as conveyed in Deed from JAE-LIN PORK, INC. to LORNE D. HALLIGAN and HELEN D. HALLIGAN, recorded JUNE 15, 1976 in [Book 761 at Page 995](#) (N1/2SE1/4 & triangular piece in SW1/4), and any and all assignments thereof or interests therein.
35. Terms, conditions, provisions, agreements, burdens and obligations as contained in PUBLIC SERVICE COMPANY OF COLORADO between PUBLIC SERVICE COMPANY OF COLORADO and STATE OF COLORADO, acting by and through the Department of Natural Resources recorded MAY 26, 2011 at Reception No. [868888](#).
36. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to special use permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded JUNE 20, 2024 at Reception No. [951805](#).
37. Terms, conditions, provisions, agreements, burdens and obligations as contained in LICENSE AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION recorded NOVEMBER 12, 2024 at Reception No. [953852](#).
38. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25222

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act(20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Invoice

Remit payment to:

Northern Colorado Title Services Co., Inc.
205 W. Kiowa Avenue
Fort Morgan, CO 80701
(970)867-0233

Billed to:

XCEL ENERGY

Invoice number: NCT25223-1**Invoice date:** November 20, 2024**Please pay before:** November 20, 2024**Our file number:** NCT25223

Attn: KALAN FALBO

Property:

14940 COUNTY ROAD 24
Fort Morgan, CO 80701
Morgan County

DESCRIPTION	AMOUNT
NCT25223 - 19/3/56 - TBD COMMITMENT	400.00
Invoice total amount due:	\$ 400.00

Thank You For Your Business!



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Mail Code: Policies 187, Houston, TX 77036.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25223
Issuing Office File No.: NCT25223
Property Address: 14940 COUNTY ROAD 24, Fort Morgan, CO 80701

1. Commitment Date: **November 18, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (06/17/06)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

**PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation, as to Fee Title
STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, as to a Leasehold
interest by virtue of Lease Agreement recorded May 26, 2011 at Reception No. 868888.**

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



SCHEDULE A

(Continued)

5. The Land is described as follows:

All of Section 19, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, EXCEPT that parcel conveyed in Book 534 at Page 324.

and commonly known as (for informational purposes only): **14940 COUNTY ROAD 24, FORT MORGAN, CO 80701**

Northern Colorado Title Services Co., Inc.



Linda L. Reding, Authorized Signatory

stewart
title guaranty company



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25223

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation to TO BE DETERMINED, conveying the land described herein.
 - b. Release of Deed of Trust from MANCHIEF POWER COMPANY LLC to the Public Trustee of Morgan County for the use of PUBLIC SERVICE COMPANY OF COLORADO, dated DECEMBER 21, 2001, recorded DECEMBER 28, 2001 in Book 1104 at page 558. Amendment No. 1 recorded MARCH 5, 2012 at Reception No. 874354.
 - c. Release of Deed of Trust from MANCHIEF POWER COMPANY LLC to the Public Trustee of Morgan County for the use of LENDING PARTNERS LLC, dated APRIL 13, 2016, recorded APRIL 14, 2016 at Reception No. 899101.
 - d. Dollar amount of Policy coverage must be provided to the Company.
 - e. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

NOTE: Statement of Authority for PUBLIC SERVICE CORPORATION OF COLORADO, A COLORADO CORPORATION recorded APRIL 24, 2023 at Reception No. 945930 discloses that the following person has the authority to execute documents affecting title on behalf of the entity:

AMBER S. DEDUS, Manager, Siting and Land Rights

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25223

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Reservation as contained in United States Patent recorded in Book 155 at Page 336 (SE1/4); recorded NOVEMBER 5, 1915 in Book [107 at page 165](#) (W1/2) as follows: Right of way for ditches or canals constructed by the authority of the United States.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



SCHEDULE B PART II

(Continued)

9. Reservation as contained in United States Patent recorded APRIL 8, 1902 in Book 12 at page 64 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.(NE1/4)
10. Right of way for ROAD purposes as specified in ROAD PETITION recorded JANUARY 9, 1907 in Book [15 at Page 102](#), said road to be not less than 60 feet in width.
11. Right of way for ROAD purposes as specified in ROAD PETITION recorded JANUARY 9, 1907 in [Book 15 at Page 144](#), said road to be not less than 60 feet in width.
12. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by FRED A. LINDELL in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded APRIL 23, 1945 in [Book 418 at Page 413](#), and any and all assignments thereof or interests therein.
13. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by THE FEDERAL LAND BANK OF WICHITA in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded SEPTEMBER 19, 1945 in [Book 423 at Page 306](#), and any and all assignments thereof or interests therein.
14. An undivided 5/8 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in [Book 525 at Page 405](#), and any and all assignments thereof or interests therein. (NE1/4)
15. An undivided 3/8 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in Book [525 at Page 405](#), and any and all assignments thereof or interests therein.(SE1/4)
16. All interest in oil, gas and other mineral rights as reserved by FLOYD E. MCHALE and MARIE M. MCHALE in DEED to LAWRENCE A. VASHUS and CHERYL J. VASHUS recorded APRIL 22, 1974 in [Book 743 at Page 544](#), and any and all assignments thereof or interests therein.
17. Lease dated MAY 1, 1986 between PUBLIC SERVICE COMPANY OF COLORADO, Lessors(s) and COUNTY OF MORGAN, Lessee(s) as evidenced by Memorandum of Lease recorded JULY 8, 1986, in [Book 881 at Page 228](#) providing for a term of 50 year(s).
18. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in [Book 953 at Page 979](#).
19. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE recorded SEPTEMBER 13, 1993 in [Book 958 at page 869](#).
20. Subject to Lease Agreement parcel with the County of Morgan (Doc #131726) and asphalt roads as shown on Land Survey Plat recorded July 6, 2011 at Reception No. [1601544](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



SCHEDULE B PART II

(Continued)

21. Terms, conditions, provisions, agreements, burdens and obligations as contained in LEASE AGREEMENT between PUBLIC SERVICE COMPANY OF COLORADO and STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE and WILDLIFE COMMISSION recorded MAY 26, 2011 at Reception No. [868888](#).
22. Memorandum of Indenture by PUBLIC SERVICE COMPANY OF COLORADO dated JULY 1, 1954 to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and any Supplemental Indentures thereto.
23. Memorandum of Indenture by PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION to the Public Trustee of Morgan County for the use of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, to secure payment of \$134,500,000.00, dated OCTOBER 1, 1993, recorded OCTOBER 12, 1993 in [Book 959 at page 857](#), and any Supplemental Indentures thereto.
24. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOAN INTERCONNECT LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded OCTOBER 15, 2020 at Reception No. [928295](#).
NOTE: LEASEHOLD DEED OF TRUST from LOGAN WIND ENERGY, LLC to the Public Trustee of Morgan County for the use of U.S. BANK NATIONAL ASSOCIATION, dated DECEMBER 21, 2023, recorded DECEMBER 22, 2023 at Reception No. [949331](#).
25. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOGAN INTERCONNECT LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded NOVEMBER 20, 2020 at Reception No. [929045](#).
NOTE: LEASEHOLD DEED OF TRUST from LOGAN WIND ENERGY, LLC to the Public Trustee of Morgan County for the use of U.S. BANK NATIONAL ASSOCIATION, dated DECEMBER 21, 2023, recorded DECEMBER 22, 2023 at Reception No. [949331](#).
26. Terms, conditions, provisions, agreements, burdens and obligations as contained in MEMORANDUM OF COTENANCY AGREEMENT between NORTHERN COLORADO WIND ENERGY CENTER LLC and NORTHERN COLORADO WIND ENERGY CENTER II, LLC, PEETZ TABLE WIND LLC and LOGAN WIND ENERGY LLC recorded DECEMBER 16, 2020 at Reception No. [929531](#).
27. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to special use permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded JUNE 20, 2024 at Reception No. [951805](#).
28. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.
29. 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](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



SCHEDULE B PART II

(Continued)

30. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25223

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act(20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Invoice

Remit payment to:

Northern Colorado Title Services Co., Inc.
205 W. Kiowa Avenue
Fort Morgan, CO 80701
(970)867-0233

Billed to:
EXCEL ENERGY

Invoice number: NCT25265-1
Invoice date: November 20, 2024
Please pay before: November 20, 2024
Our file number: NCT25265

Attn: KALAN FALBO

Property:
VACANT
CO
Morgan County

DESCRIPTION	AMOUNT
NCT25265 - W1/2 20/3/56 - TBD COMMITMENT	400.00
Invoice total amount due:	<u>\$ 400.00</u>

Thank You For Your Business!



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Mail Code: Policies 187, Houston, TX 77036.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25265
Issuing Office File No.: NCT25265
Property Address: VACANT, CO

1. Commitment Date: **November 8, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (07/01/21)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

PUBLIC SERVICE COMPANY OF COLORADO

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



SCHEDULE A

(Continued)

5. The Land is described as follows:

The W1/2 of Section 20, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

and commonly known as (for informational purposes only): **VACANT, CO**

stewart
title guaranty company

Northern Colorado Title Services Co., Inc.



Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO



Denise Carraux
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25265

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from PUBLIC SERVICE COMPANY OF COLORADO to TO BE DETERMINED, conveying the land described herein.
 - b. Dollar amount of Policy coverage must be provided to the Company.
 - c. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

NOTE: Statement of Authority for PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation, recorded APRIL 24, 2023 at Reception No. 945930, discloses the following person has the authority to execute documents affecting title on behalf of the entity:

AMBER S. DEDUS, Manager, Siting and Land Rights

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25265

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Reservation as contained in United States Patent recorded in Book 155 at Page 336 as follows: Right of way for ditches or canals constructed by the authority of the United States.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



SCHEDULE B PART II

(Continued)

9. Reservation as contained in United States Patent recorded APRIL 17, 1902 in Book [12 at page 313](#) as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
10. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at Page 392](#).
11. FORT MORGAN CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded FEBRUARY 7, 1883 in Map Book [4 at Page 105](#).
12. WILLIAMS RESERVOIR and rights of way therefor, as evidenced by Map and Sworn Statement recorded AUGUST 7, 1909 in Map [Book 1 at Page 19](#).
13. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by FRED A. LINDELL in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded APRIL 23, 1945 in [Book 418 at Page 413](#), and any and all assignments thereof or interests therein.
14. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by THE FEDERAL LAND BANK OF WICHITA in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded SEPTEMBER 19, 1945 in [Book 423 at Page 306](#), and any and all assignments thereof or interests therein.
15. Easement and right of way for PIPELINE purposes as granted by ARTHUR PEDERSEN and ETHEL PEDERSEN to NATURAL GAS PRODUCERS, INC. as contained in instrument recorded OCTOBER 17, 1951, in [Book 497 at Page 304](#), the location of said easement and right of way not being specifically defined.
16. An undivided 5/8 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in [Book 525 at Page 405](#), and any and all assignments thereof or interests therein. (NW1/4)
17. An undivided 3/8 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in Book [525 at Page 405](#), and any and all assignments thereof or interests therein.(SW1/4)
18. All interest in oil, gas and other mineral rights as reserved by FLOYD E. MCHALE and MARIE M. MCHALE in DEED to LAWRENCE A. VASHUS and CHERYL J. VASHUS recorded APRIL 22, 1974 in Book [743 at Page 544](#), and any and all assignments thereof or interests therein.
19. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in Book [953 at Page 979](#).
20. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE recorded SEPTEMBER 13, 1993 in [Book 958 at page 869](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



SCHEDULE B PART II

(Continued)

21. Terms, conditions, provisions, agreements, burdens and obligations as contained in LICENSE between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded MARCH 19, 2002 in Book [1110 at Page 58](#).
22. Memorandum of Indenture by Public Service Company of Colorado dated July 1, 1954 to Morgan Guaranty Trust Company of New York, and any Supplemental Indentures thereto.
23. Memorandum of Indenture by Public Service Company of Colorado dated OCTOBER 1, 1993 and recorded OCTOBER 12, 1993 in [Book 959 at page 857](#) to Morgan Guaranty Trust Company of New York, and any Supplemental Indentures thereto.
24. Terms, conditions, provisions, agreements, burdens and obligations as contained in GRANT OF EASEMENT AND AGREEMENT FOR USE OF CERTAIN EASEMENTS BETWEEN THE CITY OF BRUSH AND THE MORGAN COUNTY QUALITY WATER DISTRICT between CITY OF BRUSH, COLORADO and MORGAN COUNTY QUALITY WATER DISTRICT recorded JANUARY 2, 2013 at Reception No. [879742](#).
25. Subject to fence lines and transmission lines as shown on Survey by David Evans and Associates, inc. recorded October 21, 2008 at Reception No. [1601405](#).
26. Any loss or damage occasioned by the fact that the fence lines do not coincide with the property lines.
27. Lack of a right of access from the land to any open public road, street or highway - This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of the county in which the subject property is situated, that any right of access to an open public roadway.
28. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.
29. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOGAN INTERCONNECT, LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded OCTOBER 15, 2020 at Reception No. [928295](#).
NOTE: MEMORANDUM OF COTENANCY AGREEMENT recorded DECEMBER 16, 2020 at Reception No. [929531](#).
NOTE: LEASEHOLD DEED OF TRUST made by LOGAN WIND ENERGY, LLC , as the Grantor, to the Public Trustee of Morgan County, Colorado for the use and benefit of U.S. BANK NATIONAL ASSOCIATION, recorded DECEMBER 22, 2023 at Reception No. [949331](#).
30. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOGAN INTERCONNECT, LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded NOVEMBER 20, 2020 at Reception No. [929045](#).
NOTE: LEASEHOLD DEED OF TRUST made by LOGAN WIND ENERGY, LLC , as the Grantor, to the Public Trustee of Morgan County, Colorado for the use and benefit of U.S. BANK NATIONAL ASSOCIATION, recorded DECEMBER 22, 2023 at Reception No. [949331](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



SCHEDULE B PART II

(Continued)

31. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to special use permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded JUNE 20, 2024 at Reception No. [951805](#).
32. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
(A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#);
(B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#);
(D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 1, 1981 IN BOOK [819 AT PAGE 623](#);
(E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 1, 1983 IN BOOK [846 AT PAGE 797](#); (F) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK [859 AT PAGE 600](#);
(G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK [871 AT PAGE 554](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: NCT25265

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act(20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Appendix C

SPECIAL USE PERMIT

PAWNEE POWER PLANT

A PART OF SECTIONS 17, 18, 19, AND 20

TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO

SPECIAL USE PERMIT AREA DESCRIPTION

ORIGINAL LEGAL DESCRIPTION

Section 17: $W\frac{1}{2}$ SE $\frac{1}{4}$, $W\frac{1}{2}$ except 1 acre parcel
 Section 18: E $\frac{1}{2}$
 Section 19: All except a 400 ft. by 600 ft. parcel in the northwestern corner
 Section 20: $W\frac{1}{2}$

NEW LEGAL DESCRIPTION

All of that land lying in Sections 17, 18, 19, and the west half of Section 20, Township 3 North, Range 56 West.

EXCEPT:

- The Manchief Electric Generating Station, as described in Morgan County B.O.C.C. Resolution 99 BCC 49.
- Lots 1 and 2, VONDY MINOR SUBDIVISION PLAT, Morgan County Records.
- That Tract of Land described in Book 438, Page 478, Morgan County Records.
- That Tract of Land described in Book 534, Page 324, Morgan County Records.
- That Tract of Land described in Book 865, Page 545, Morgan County Records.
- That Tract of Land described in Book 731, Page 242, Morgan County Records.
- A strip of land 30 feet wide lying along the north line of the NW $\frac{1}{4}$ of said Section 18, as described in Book 48, Page 25, Morgan County Records.
- A strip of land 30 feet wide lying along the north line of the NE $\frac{1}{4}$ of said Section 18, as described in Book 48, Page 28, Morgan County Records.

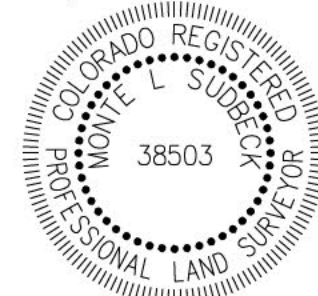
SURVEYOR'S NOTES

1. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER ($SW\frac{1}{4}$) OF SECTION 19, WHICH IS ASSUMED TO BEAR N88°04'30"E.
2. UNIT OF MEASUREMENT/HORIZONTAL DATUM: THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET. THE HORIZONTAL DATUM IS NAD83 (2011) COLORADO NORTH ZONE. ALL DISTANCES SHOWN ARE MODIFIED GROUND DISTANCES. TO GET TO STATE PLANE GRID COORDINATES, MULTIPLY BY 0.999756783.
3. DATE OF FIELDWORK: NOVEMBER, 2024
4. TITLE COMMITMENT NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SEH INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, SEH INC. RELIED UPON INFORMATION PROVIDED BY XCEL ENERGY. RESEARCH FOR EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SHOULD BE COMPLETED BEFORE ANY IMPROVEMENTS ARE PLANNED FOR THIS SITE.
5. SPECIAL FLOOD HAZARD AREA: THE PROPERTY SHOWN HEREON IS AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) LYING IN THE MORGAN COUNTY UNINCORPORATED AREAS 080129 PER FEMA FIRMETTE 08087C0635D (4/4/2018).
6. SITE ADDRESS: PAWNEE POWER PLANT - PUBLIC SERVICE COMPANY OF COLORADO (14940 CO RD 24), BRUSH, CO
7. ACREAGE: TOTAL SURVEYED AREA OF THE SUBJECT PROPERTY = 2,152.352 ACRES
 TOTAL SURVEYED AREA OF THE SUP BOUNDARY = 2,125.839 ACRES

SURVEYOR'S CERTIFICATE

The undersigned, being a registered surveyor of the State of Colorado certifies to (i) Public Service Company of Colorado, its successors and/or assigns, as follows:

This is to certify that this plat and the survey on which it is based were made by me and under my direct supervision and both the plat and the survey are true and correct to the best of my knowledge and belief.

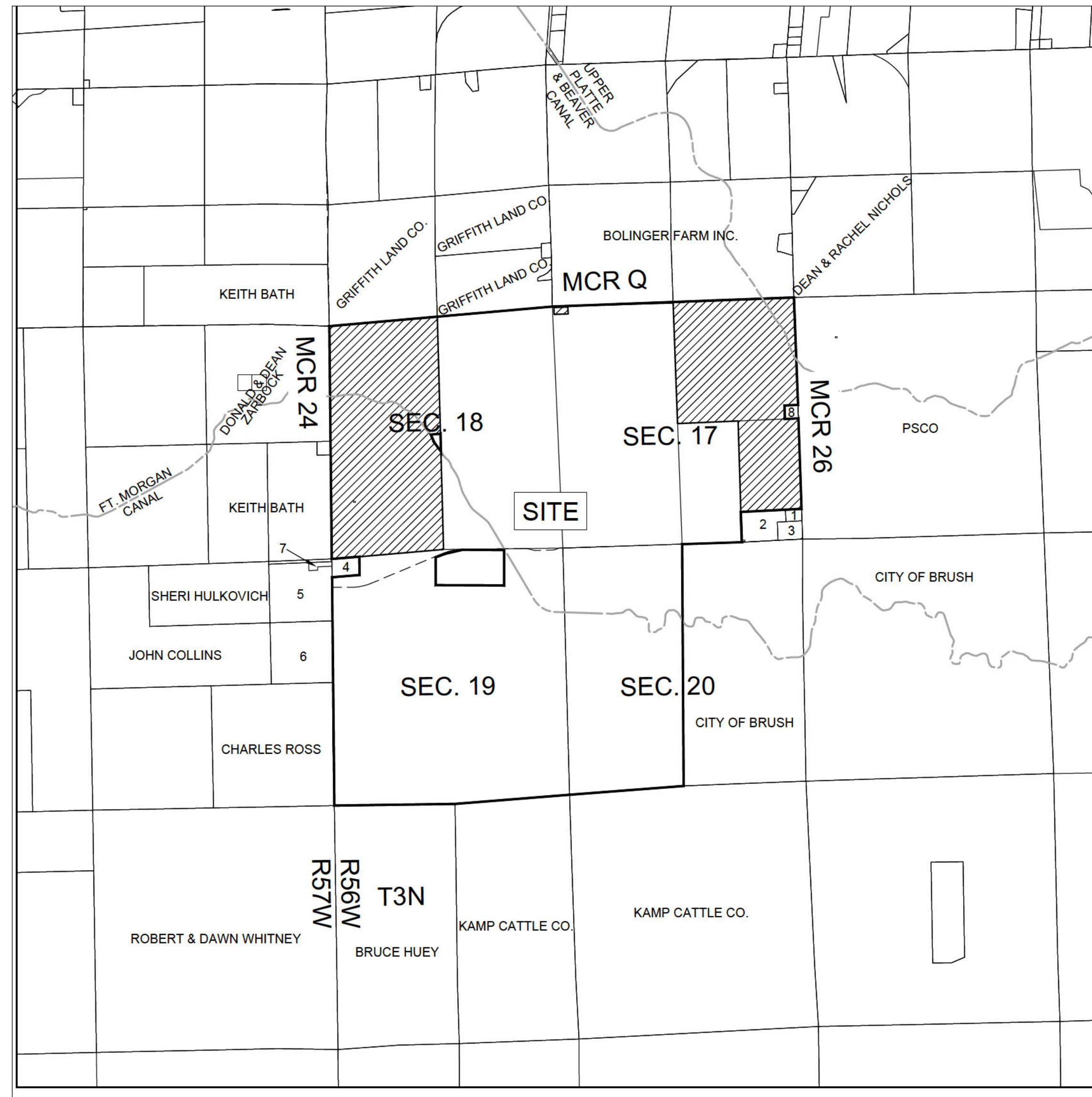


Monte L. Sudbeck, PLS 38503
 For and behalf of SEH, Inc.

Dated: _____

Note: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in the survey be commenced more than ten years from the date of certification shown hereon.

VICINITY MAP



OWNERSHIP TABLE (FROM MORGAN COUNTY GIS PARCEL VIEWER WEBSITE)

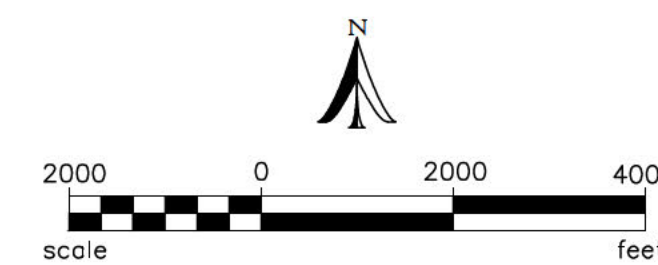
1. GARY & DEBRA VONDY
2. DOLA SMITH
3. PUBLIC SERVICE COMPANY OF COLORADO
4. JMS BROADCASTING LLC
5. DAVID & LYNDELL BOHL
6. CHEYENNE PLAINS GAS PIPELINE COMPANY LLC
7. JOSE RUIZ
8. WILLIAM JONES



LANDS BEING ADDED TO S.U.P. AMENDMENT



LANDS INCLUDED IN RESOLUTION DATED 10/12/1976



CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT _____, BEING THE OWNER(S) OF CERTAIN LANDS IN MORGAN COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

DESCRIPTION

HAVE/HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF **SPECIAL USE PERMIT MAP**.

EXECUTED THIS _____ DAY OF _____, 20____.

OWNERS:

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____

STATE OF COLORADO
 COUNTY OF _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

COMMISSIONER'S CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20____, BY
 BOARD OF COUNTY COMMISSIONERS, MORGAN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE COUNTY OF MORGAN.

ATTEST: CHAIRMAN _____

CLERK TO THE BOARD _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss.
 COUNTY OF MORGAN)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20____, AND IS DULY RECORDED IN RECEPTION NO. _____

CLERK AND RECORDER _____

PHONE: 303.586.5800
 2000 S. COLORADO BLVD
 SUITE 6000
 DENVER, CO 80222

PUBLIC SERVICE CO. OF COLORADO
 PAWNEE POWER PLANT

SEH PROJECT NO. 178291-50.0 DATE ISSUED 12/9/2024

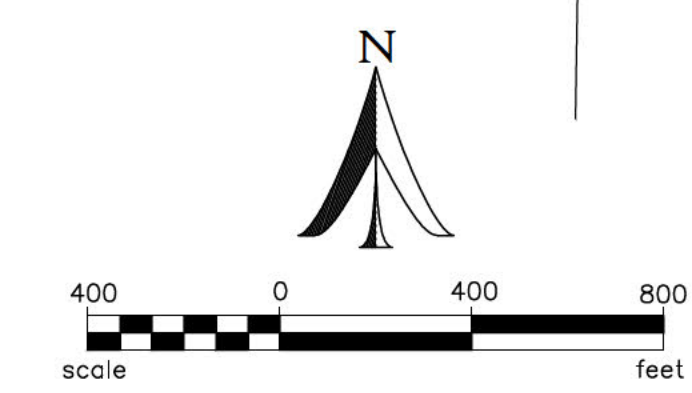
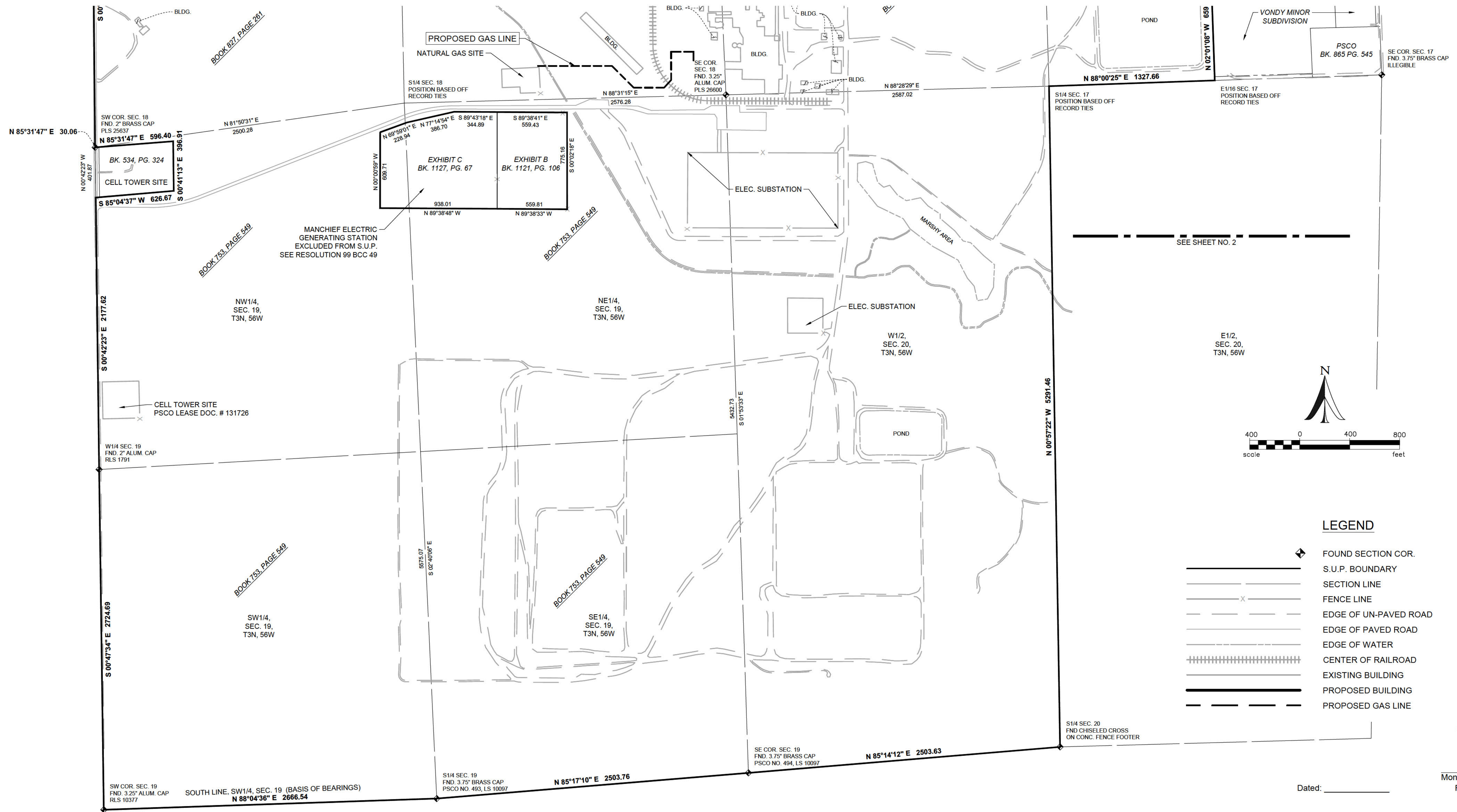
SHEET NO. 1
 SHEET 1 OF 3

SPECIAL USE PERMIT

PAWNEE POWER PLANT

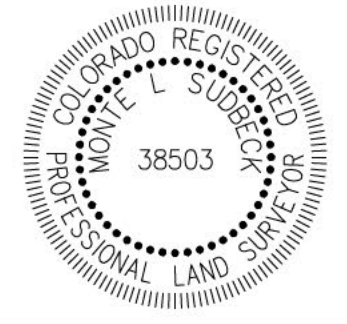
A PART OF SECTIONS 17, 18, 19, AND 20

TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO



LEGEND

	FOUND SECTION COR.
	S.U.P. BOUNDARY
	SECTION LINE
	FENCE LINE
	EDGE OF UN-PAVED ROAD
	EDGE OF PAVED ROAD
	EDGE OF WATER
	CENTER OF RAILROAD
	EXISTING BUILDING
	PROPOSED BUILDING
	PROPOSED GAS LINE



Monte L. Sudbeck, PLS 38503
For and behalf of SEH, Inc.

Dated: _____

Note: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in the survey be commenced more than ten years from the date of certification shown hereon.

X:\PT\PL\PS\CO\178291\50.0 Pawnee Power Plant\9-survey\92-CAD\10-C3d\1Pawnee Power Plant_Boundary_Ground.dwg

PHONE: 303.586.5800 2000 S. COLORADO BLVD SUITE 6000 DENVER, CO 80222	PUBLIC SERVICE CO. OF COLORADO PAWNEE POWER PLANT		SHEET NO. 3
	SEH PROJECT NO. 178291-50.0	DATE ISSUED 12/9/2024	SHEET 3 OF 3

Appendix D



LICENSE

THIS AGREEMENT made, this 22nd day of October 2024 between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY ("Fort Morgan") and PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION ("Licensee").

WITNESSETH:

The following grant and mutual covenants by and between the parties:

1. Grant of License. For valid consideration and subject to the covenants, conditions, and limitations hereinafter set out, Fort Morgan does hereby grant unto the Licensee, a non-exclusive license for the purpose of the construction, use, maintenance, repair and removal of the following structure:

10" Gas Pipeline (Section 18-T3N-R56W, downstream of grizzly m. ditch)

across Fort Morgan's irrigation canal right-of-way situated in Morgan County, State of Colorado, at the location described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference.

2. Construction, Maintenance and Use. The structure above-described shall be constructed, maintained and used at no cost to Fort Morgan. Licensee hereby agrees that the above-described structure will be constructed under the supervision of the Fort Morgan Superintendent and that the irrigation canal will be crossed according to the specifications set out by said Superintendent. (See specification sheet which is attached and made part of this license.) Where compacting of earth materials is required around the structures, the materials shall be deposited in horizontal layers and compacted by using pneumatic and/or other suitable mechanical tampers. Backfill materials shall be deposited in horizontal layers of not more than six inches in thickness after being compacted. Prior to and during compaction operations, backfill material shall have the optimum practicable moisture content required for the purpose of compaction as determined by Fort Morgan.

All portions of the right-of-way and of the canal bottom, sides and banks which are disturbed by Licensee's activities shall be restored to original condition and all fencing and other facilities appurtenant to the canal right-of-way shall be replaced in condition at least equal to the condition of such facilities and appurtenances prior to construction of the structures permitted herein. Within sixty (60) days after the completion of said crossing, the Licensee will furnish Fort Morgan with a plat showing the location, design and construction of said crossing. Said plat shall become a part of this license.

Licensee agrees that the construction or maintenance of the licensed structure over or under said canal shall not interfere with or hinder the operation or maintenance of the irrigation canal and shall not impede or interrupt the flow of water in such canal. Fort Morgan shall not be liable for any damage done to the above-described structure of the Licensee by Fort Morgan while operating or maintaining the canal or as a result of any flooding or high water conditions.

Furthermore, the structure above-described shall at all times be maintained and used in a manner and by means that will not create a hazard to the public or to the officials, employees, and contractors of Fort Morgan and will not damage or constitute a threat of damage to the facilities of operations of Fort Morgan.

3. Notice. Notices provided for in this agreement may be served by either regular mail addressed to the parties at the addresses shown below, or by personal delivery to the addresses shown below. Notice given by mail shall be effective on the date of mailing, and notice given by personal delivery shall be effective upon delivery to the proper address.

4. Termination. This license shall be in effect unless terminated pursuant to this agreement, or until the above-described structures are abandoned by Licensee. The license granted by this agreement is subject to termination for any breach of the terms of this agreement. In the event of termination, Fort Morgan may give notice to the Licensee in writing of the termination of this license. Fort Morgan may elect to give the Licensee a reasonable time to correct any defect or hazard, but in no case shall any grant of time for said corrections adversely affect Fort Morgan's right to terminate this license. If the license hereinabove granted is terminated, or if the licensed structure is abandoned, the Licensee shall immediately remove all facilities or structures constructed or installed on the above-described lands by the Licensee, and the Licensee shall return the land to safe, usable, and cleared condition, as determined by Fort Morgan. In the event that the Licensee does not, within 60 days after termination of the license, remove all facilities constructed or installed by Licensee, Fort Morgan may remove the facilities and installations placed on the above-described lands; dispose of all materials and equipment so removed by such means as may appear advisable; return the premises to a safe, usable, and cleared condition; and recover all costs of removal, disposal, and rehabilitation of the area from the Licensee or its successors and assigns. Under no circumstances shall Fort Morgan or its employees, contractors, or agents be liable for any damage or injury to the Licensee caused by or arising directly or indirectly from the removal of facilities and installations as provided herein.

5. Assignment. The license hereinabove granted shall not be assigned by the Licensee without the prior approval in writing of Fort Morgan, or its successor. Any assignees or successors to the right of the Licensee shall be liable and bound under all the provisions of this agreement to the same extent as the Licensee.

6. Modifications or Additions. The Licensee agrees that it will not make any modifications of the above-described structure without obtaining prior approval in writing from Fort Morgan. The Licensee further agrees not to construct or maintain any additional structures on the above-described lands of Fort Morgan without first obtaining a license for said structures from Fort Morgan.

7. Land-Use Subordination. The right-of-way covered by this License is a part of the facilities of Fort Morgan. There is reserved to Fort Morgan, its successors or assigns, the prior right to use any of the lands herein described to construct, operate and maintain all structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, and any other appurtenant irrigation or power structures and facilities, without any payment made by Fort Morgan or its successors for such right.

The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the Licensee thereon, Licensee shall be liable for such costs. Within thirty days after demand is made upon the Licensee for payment of any such costs, the Licensee will make payment thereof to Fort Morgan or to any of its successors or assigns constructing such structures and facilities across, over or upon said lands. As an alternative to payment, the Licensee, at its sole cost and expense and within time limits established by Fort Morgan, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of Fort Morgan. The Licensee shall bear the cost to Fort Morgan of any costs occasioned by the failure of the Licensee to remove or adapt its facilities within the time limits specified.

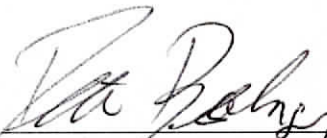
There is also reserved to Fort Morgan the right of its officers, agents, employees, licensees and permittees at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.


The Licensee further agrees that Fort Morgan, their officers, agents, and employees and their successors and assigns shall not be held liable for any damage to the Licensee's improvements or works by reason of the exercise of the rights hereinabove reserved.

8. Indemnity. Licensee agrees to indemnify and hold harmless Fort Morgan, its officers, agents, employees, and contractors, from claims and liability for damage or injury to property or persons or death arising from or caused directly or indirectly by the occupancy and use of the above-described lands by the Licensee. Licensee agrees that it shall be directly liable to Fort Morgan, its stockholders and water users for all loss or damage occasioned by the construction, installation, operation, maintenance or abandonment of the above-described structure. At Fort Morgan's request, Licensee shall defend Fort Morgan and its officers, agents, employees and contractors against any such claim, suit or demand.

9. Consideration. As consideration for the grant of license hereinabove made, the Licensee shall, upon execution of this instrument, pay Fort Morgan the sum of \$ 5,000.00.

FORT MORGAN RESERVOIR AND
IRRIGATION COMPANY
218 East Kiowa Avenue
Post Office Box 38
Fort Morgan, Colorado 80701

Attest: 
Secretary

By: 
President

Date: 11/02/2024

PUBLIC SERVICE COMPANY OF COLORADO
Attn: ROW & Permits Dept
1123 West 3rd Avenue
Denver, Colorado 80223

By: 
Kalan Falbo

Title: Senior Division Agent, ROW & Permits Dept

Date: 10/22/2024

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

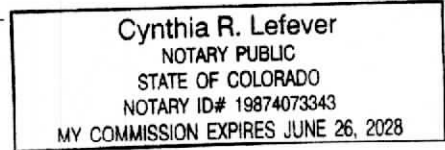
The foregoing instrument was acknowledged before me this 4 day of November, 2024 by William E. Lauck, as President of FORT MORGAN RESERVOIR AND IRRIGATION COMPANY.

Witness my hand and official seal.

My commission expires: June 26, 2028

[Seal]

Notary Public Cynthia R. Lefever



STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of October 2024 by Karla Falbo, as Senior Division Agent of Public Service Company of Colorado, a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 10/8/2026

[Seal]

Notary Public [Signature]



FORT MORGAN RESERVOIR & IRRIGATION COMPANY

**Specifications for crossings under Fort Morgan Canal
(to be made part of License Agreement)**

1. The Company Superintendent, Ken Bohl, shall be notified prior to the crossing being started. He can be reached at (970) 768-0705.
2. The bore shall begin no closer than 20 feet from the edge of the ditch on each side.
3. The bore shall be at least 10 feet below the lowest point in the ditch bottom.
4. Each side of the crossing shall be clearly marked with some type of marker to indicate the exact location of the crossing. The marker shall not be placed on the ditch road.
5. Emergency numbers for Fort Morgan Reservoir & Irrigation Company:

Ken Bohl, Superintendent



Cynthia Lefever, Office Manager



(office)

Bill Lauck, President



(cell)

6. Emergency numbers for Licensee/Contractor (names/phone #'s):

Emergency Command Center –



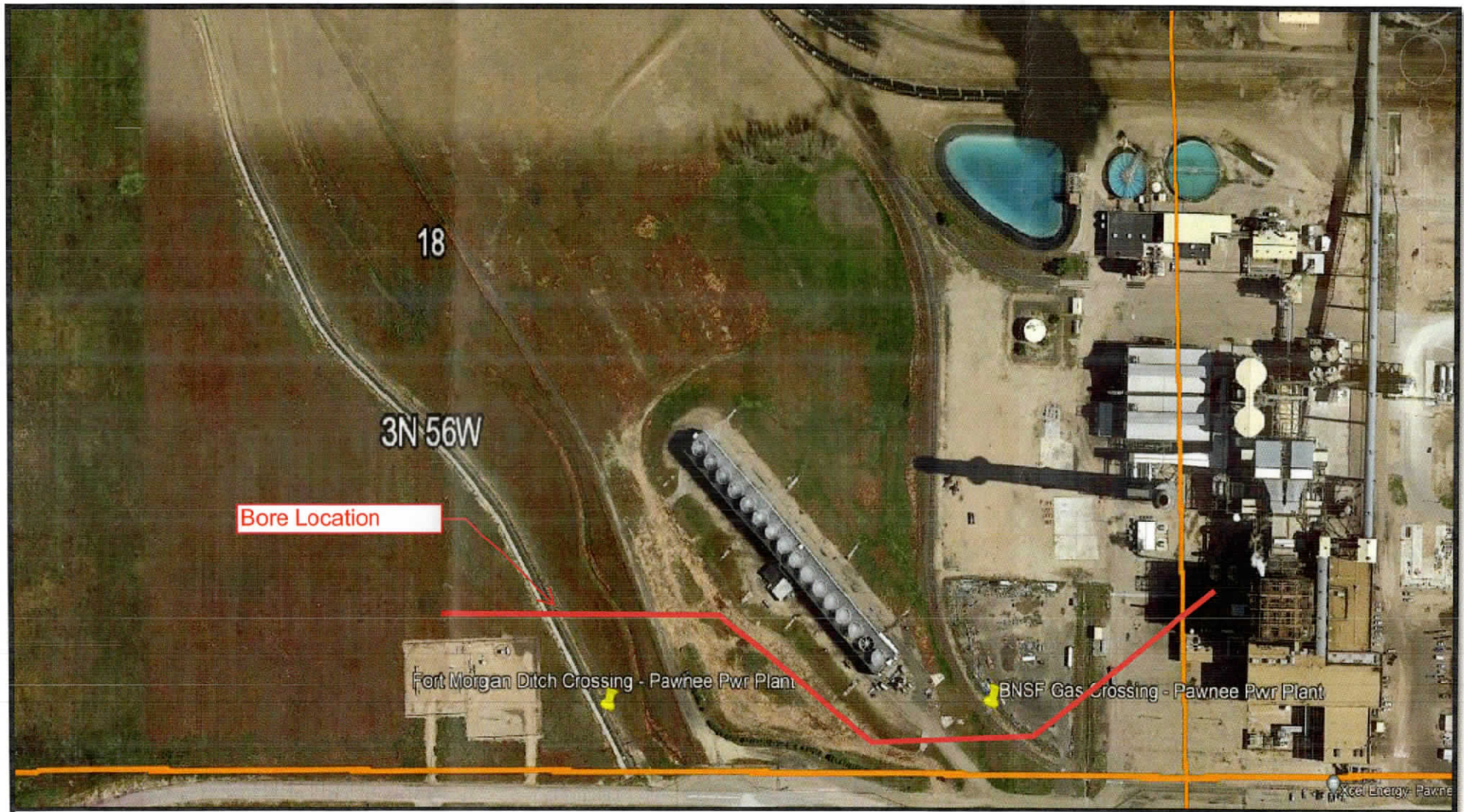
Levi Francone, Gas Foreman –



Pawnee power Plant – Ft Morgan Canal Gas Crossing

Latitude: 40.219446° / Longitude: -103.684800°

T3N-R56W, S18: SESE



1. The bore shall begin no closer than 20 feet from the edge of the ditch on each side.
2. The bore shall be at least 10 feet below the lowest point in the ditch bottom.
3. Each side of the crossing shall be clearly marked with some type of marker to indicate the exact location of the crossing.
4. Where compacting of earth materials is required around the structures, the materials shall be deposited in horizontal layers and compacted by using pneumatic and/or other suitable mechanical tampers. Backfill materials shall be deposited in horizontal layers of not more than six inches in thickness after being compacted.

Appendix E

Preliminary Traffic Impact Study

Pawnee Station Coal to Natural Gas Project

December 3, 2024

Prepared for



1800 Larimer Street, Suite 400
Denver, CO 80202

Prepared by



390 Union Boulevard, Suite 400
Lakewood, CO 80228

Table of Contents

1.0 INTRODUCTION	2
1.1 Project Information	2
1.2 Methodology	2
2.0 HAUL ROUTES AND DISTRIBUTION	2
3.0 TRIP GENERATION.....	2
3.1 Construction	3
3.2 Operations	3
4.0 CONCLUSION.....	4

1.0 INTRODUCTION

1.1 Project Information

The purpose of this preliminary traffic impact study is to analyze and document potential traffic impacts of the proposed Pawnee Station Coal to Natural Gas Project (Project) located in Morgan County, Colorado in support of a Special Use Permit Application major amendment for the Project. The Public Service Company of Colorado (PSCo), conducting business as Xcel Energy, is proposing to convert the existing Pawnee Station, a coal fueled generating facility, to a natural gas combustion facility and construct a new water treatment facility. The Project currently consists of 1,650 acres that includes the coal fired generating facility, coal handling, raw water reservoir, water treatment, and waste disposal facilities (Project Area). PSCo owns the parcels of land on which the Pawnee Station is located: parcel numbers 123-117-000-700 and 123-118-000-700 at address 14940 County Road 24, Brush, Colorado 80723. PSCo currently owns and operates the existing facility. The general vicinity of the Project and the planned haul route for construction traffic is shown in Figure 1.

1.2 Methodology

This preliminary traffic impact study has been prepared as required by the Morgan County Zoning Administrator to meet the needs of the Special Use Permit application major amendment. The following information has been provided:

- Expected haul routes used by Project traffic to reach the existing Project driveway entrance.
- The average daily traffic generated by the Project that would occur during the proposed construction and operations phases.
- The peak hour expected traffic for existing conditions and for the proposed construction and operations phases.
- A summary of the expected impact to local traffic from the Project construction and operations.

2.0 HAUL ROUTES AND DISTRIBUTION

The majority of construction workers, equipment, and material deliveries are anticipated to originate from Fort Morgan, Colorado, and farther west from the Denver Metro Area. This traffic will access the Project Area via Interstate 76. From Interstate 76, traffic would exit onto County Road 24 and travel south 3.5 miles, at which point Project traffic would turn east on to the existing power plant access road leading to the Project Area.

For analysis purposes, all traffic is anticipated to originate from the west via Interstate 76.

3.0 TRIP GENERATION

Trip estimates for both construction and operations are provided below. Where appropriate, trips have been divided into Peak AM and PM Hour estimates. Construction and operational trip estimates were based on peak construction and operational workforce and delivery estimates provided by PSCo.

3.1 Construction

During construction, the Project is expected to have an average workforce of 50 workers, with up to 100 workers at the peak of construction. The workforce is likely to arrive between 6 AM and 7 AM and leave between 4 PM and 5 PM on weekdays. The workers would generate a peak of 100 trips in the AM Peak Hour and 100 trips in the PM Peak Hour, or 90 one-way trips per day. The Project is estimated to have a construction duration of 12 months, see Table 1.

Table 1: Construction Trip Generation

Vehicles Per Day:	Project Construction	
	Average:	Peak:
Workers	50	100
Trucks	1	5
Trips Generated Per Day:		
Workers	100	200
Trucks	2	10

On average, there likely will be one material or equipment delivery semi-truck per day during construction. At the peak of construction activity, there would be up to 5 semi-trucks making deliveries to the Project in one day. This would average to two one-way trips per day with a peak of 10 one-way trips per day. This is anticipated to have a negligible impact on the haul routes referenced above (Interstate 76 and County Road 24).

3.2 Operations

Approximately 57 full-time employees are anticipated to be necessary at the Plant to perform operations and maintenance duties for the day shift, with approximately 12 full-time employees working at the facility during the night shift. The anticipated operational traffic forecast has been tabulated and provided below in Table 2. Once all construction phases have been completed, the Project will transition into the production/operations phase. It is anticipated there will be 13 less trips after the conversion as there will no longer be coal delivery trips occurring.

Table 2: Operations Trip Generation

Vehicle Trip Generation	Project Operations			
	Day Shift		Night Shift	
	Cars	Trucks	Cars	Trucks
Operations Department	9	-	7	-
Maintenance Department	15	-	0	-
Management/Engineer/I&C/Chem	15	-	0	-
Chemical Deliveries	-	6	-	0
Postal and Freight Deliveries	-	5	-	0
Contractor Personnel	10	-	0	-
Fuel Handling Personnel	8	-	5	-
Total Vehicles Per Day:				
	Workers	69		
	Trucks	11		
One-way Trips Generated Per Day:				
	Workers	138		
	Trucks	22		

In addition to the daily truck trips described in the table, intermittent deliveries of water may be necessary. When these trips are needed, its anticipated that 12 water trucks would be visiting the site in one day, resulting in 24 additional one-way truck trips in a day.

Around 114 one-way trips being generated out of the 160 one-way trips daily would occur during peak traffic volume times due to the day shift commuting workers. Approximately 57 trips would occur during the AM Peak Hour and 57 trips would occur during the PM Peak Hour.

4.0 CONCLUSION

During construction, a maximum of 100 workers and 5 semi-trucks per day would generate a maximum of 210 one-way trips. After construction is complete, the Project will generate around 160 one-way trips per day, of which approximately 57 trips would occur during the AM and PM Peak Hours. Occasionally, an additional 24 trips per day may occur spread out throughout the day for the delivery of water trucks, which is not a daily occurrence.

FIGURES

Pawnee Coal to Natural Gas Project

Figure 1 Project Location

Morgan County, CO

Project Features

- General Project Location
- Haul Route

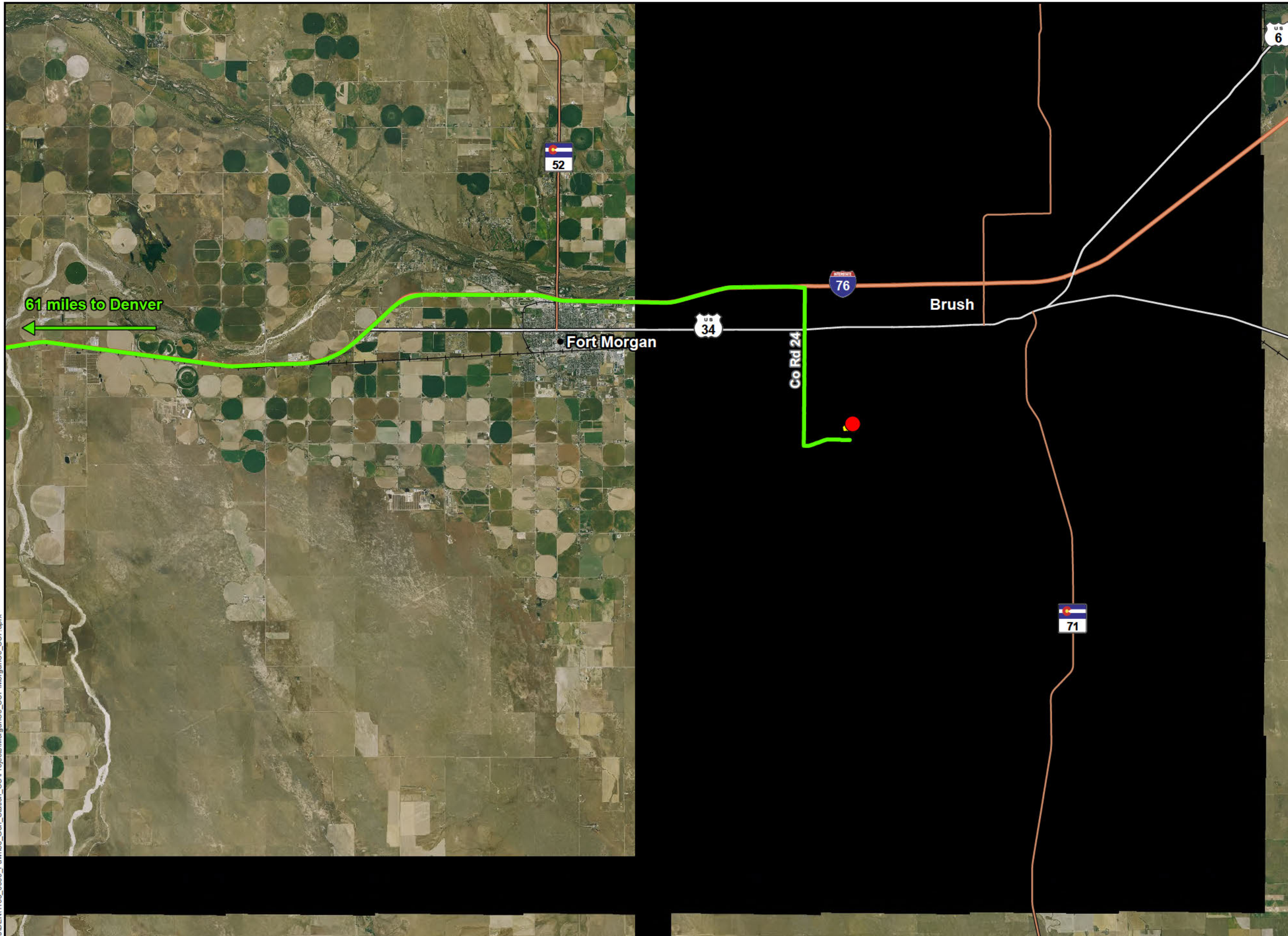
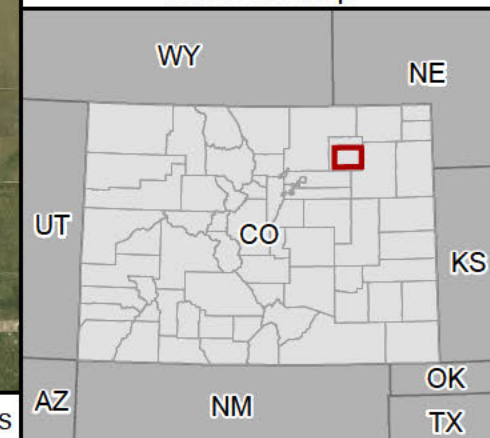
Transportation

- Interstate Highway
- US Highway
- State Highway
- Railroad



NOT FOR CONSTRUCTION

Reference Map



1:131,000 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS

Appendix F

SERVICE AGREEMENT

This Service Agreement, made effective as of January 1, 2012, by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the "Company"), and THE BRUSH RURAL FIRE PROTECTION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Fire District"):

WHEREAS, the First District is organized under the provisions of Title 32, C.R.S. to provide protection against fire by any available means, including rescue service, fire fighting service, and fire protection within its corporate boundaries; and

WHEREAS, the First District is authorized by statute to furnish services without its boundaries and to establish fees, tolls, penalties and charges for such extra-territorial services, and to enter into contracts effecting its affairs such as this Service Agreement; and

WHEREAS, the Company owns real property partially within and partially without the boundaries of the First District and desires to receive services from the First District on a contractual basis.

Now therefore in consideration of the mutual covenants and promises set forth in this agreement, the parties hereto covenant and agree as follows:

I. SERVICES

The Fire District shall furnish to the Company fire fighting and rescue services for the Company's Pawnee Steam Electric Station (the "Plant"), 14940 Morgan County Road 24, located on and to include the following described real property:

Township 3 North, Range 56 West of the 6th Principal Meridian, Morgan County, Colorado:

Section 17: W1/2SE1/4, W1/2, EXCEPT one acre parcel;

Section 18: E 112;

Section 19: All, EXCEPT the 400 x 600 foot parcel in the NW corner; and

Section 20: W112

(the "Services").

II. EQUIPMENT

It is understood that as a part of the Services, the Fire District shall have available a tanker truck with 1,000 gpm pump, four 1-hour air packs, and four 2-way radios, together with such other equipment as is necessary and convenient to provide the Services.

III. PAYMENTS

A. The Company agrees to pay the sum of \$4,000 per month to the Fire District, payable at the address of the District's offices set out below, on the first day of each month commencing January 1, 2012, and each month thereafter during the term of this agreement.

B. It is understood and agreed that on the anniversary date of this agreement (January 1) each year during the term hereof, the monthly payment due hereunder may be increased by the Fire District in a percentage amount equal to Inflation, as defined in the TABOR Amendment (Art. X, Sec. 20, Colorado Constitution), but not to exceed the maximum percentage increase allowed by CRS § 29-1-301 or other similar or statutory constitutional provisions now or hereafter in effect. To implement such increase, the Fire District will notify the Company thereof no less than 30 days prior to the date such increase is to take effect

IV. TERM

This agreement shall be effective January 1, 2012, and shall supersede and replace all prior agreements for the Services between the parties. The term of this agreement shall be for a period of ten years from the effective date hereof. This agreement may be renewed upon the agreement of both parties and each party commits to enter good faith negotiations with the other for such renewal.

V. INSURANCE

A. The Fire District shall demonstrate through an appropriate certificate that its volunteer firefighters are covered by worker's compensation insurance in accordance with state law, which insurance shall be maintained in full force and effect throughout the term of this agreement by the Fire District.

B. The Fire District shall purchase and maintain commercial general liability insurance in an amount not less than \$600,000, combined single limit, covering injury to persons or property related to the Services, including the operation of motor vehicles and shall furthermore maintain collision and comprehensive insurance coverage upon vehicle(s) covered by this Agreement. The Company shall be named as an additional insured on all such policies.

VI. LIABILITY AND INDEMNIFICATION

It is expressly understood and agreed that the Fire District provides its services through volunteer firefighters and accordingly it is agreed by the Company that the Company shall indemnify, defend, save and hold harmless the Fire District or any of its agents, employees, or volunteers (including any other volunteer firefighters of another fire district or department engaged in providing the Services) from liability not barred by the Colorado Governmental Immunity Act or covered by the insurance required to be maintained by Section V(B) hereof, and except for liability and damages which arise from the willful misconduct or gross negligence of the Fire District, as to which conduct the Fire District shall indemnify the Company.

VII. DEFAULT

A. If at any time the Company fails to make any payment required hereunder within ten days of its due date, the Fire District may impose a late payment charge of 15% of the past due amount. To impose such late charge, the Fire District shall give the Company notice of such default and if payment (including late charges) is not made by the Company and received by the District within 20 days of said notice, the Fire District may at its sole discretion, as an alternative to other remedies it may have under law, terminate this agreement without further liability or obligation to the Company.

B. Should either party default herein and the other party seeks to enforce its rights through retention of legal counsel, the prevailing party shall be awarded all reasonable costs and expenses, including attorney fees, arising out of any arbitration or litigation related to this agreement.

VIII. CONTROL ON SITE

The parties acknowledge that the Company's premises to be furnished the Services hereunder by the Fire District consist of a coal-fired steam electric generating station with a rated capacity of 500 megawatts, together with appurtenant facilities. The Fire District agrees that its employees, volunteer firefighters, and agents, while on the Company's premises, shall cooperate fully with the Company's supervisory personnel at the station with regard to the safety of persons on the premises and the prevention of damage to station equipment. Any information provided by the Company's supervisory personnel on site at the station relating to the hazards to be encountered within the station and areas of the station, equipment and facilities therein to be avoided shall be followed by the Fire District's employees, volunteer firefighters, or agents.

IX. MERGER

It is understood that this agreement is the sole expression of the understanding of the parties and that there are no understandings, representations or agreements which do not appear herein. This agreement supersedes any other prior agreement, amendments thereto, or renewals thereof. This agreement may not be modified in any manner except in writing duly executed by all parties hereto.

X. NOTICE

All notices shall be deemed to be properly given when placed in the United States mails, postage prepaid, properly addressed to the parties at the addresses stated below, and shall be deemed received on the third (3rd) business day following such deposit. All payments due hereunder are deemed to have been received when in the hands of the Secretary of the First District at the address below. The addresses for all notices shall be as follows and any changes thereto shall be given to the other party in writing:

Brush Rural Fire Protection District
P. O. Box 873
Brush, CO 80723

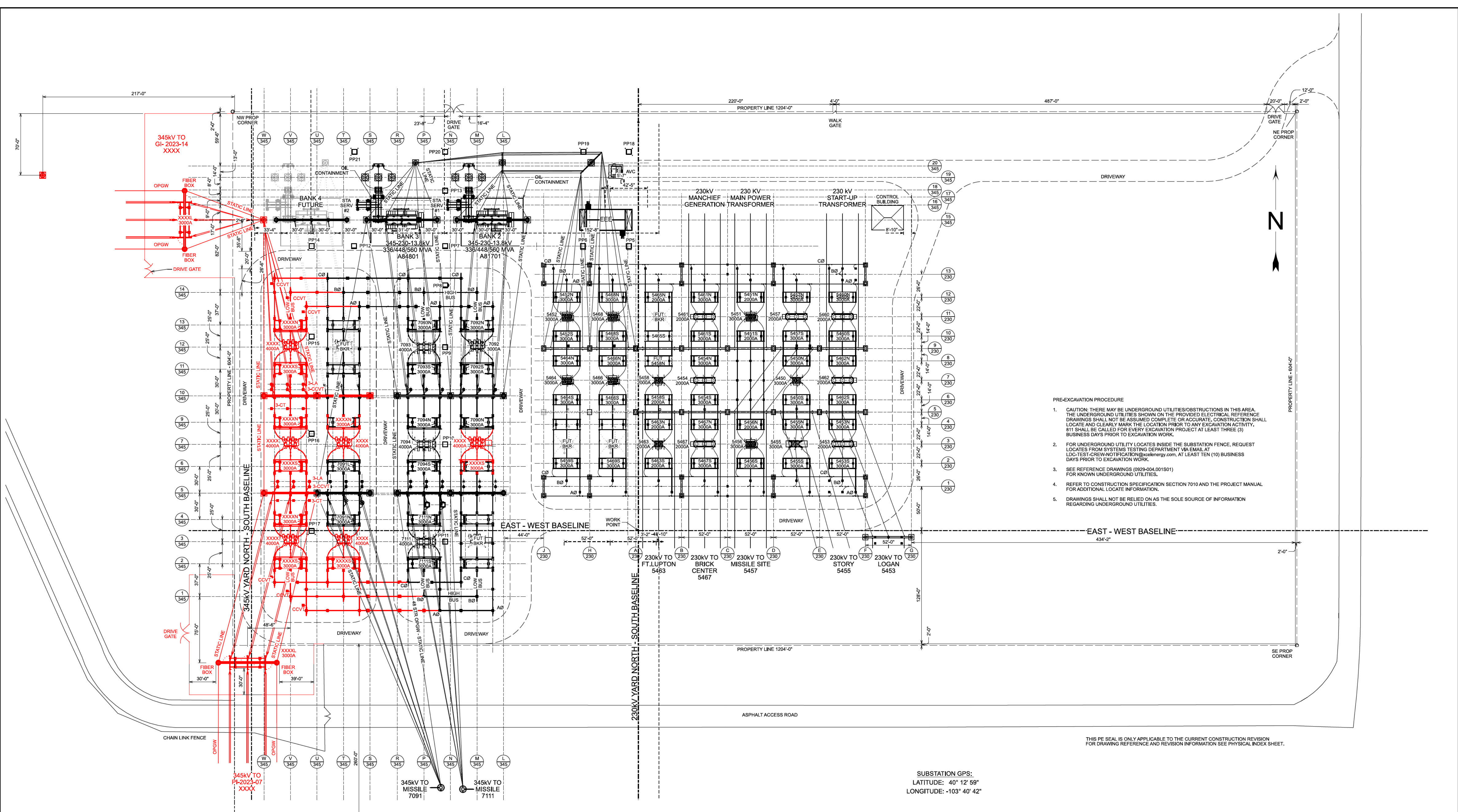
Public Service Company of Colorado
Pawnee Station
A TTN: Station Director
P. O. Box 857
Brush, CO 80723

XI. EXPANSION OF SERVICES

A. In the event that the Company begins construction or installation of an expansion or increase of its facilities at the Plant during the term of this Agreement, and as a result of such expansion or increase, the Fire District reasonably determines it is necessary to obtain new or upgraded equipment in order to provide the Services to the Facility as expanded, then the Fire District may give notice of such determination to the Company (the "Notice"). Following the delivery of the Notice, the Company and the District shall attempt to mutually agree on an increase in the monthly payment to take into account the amortized cost of the proposed equipment or upgrades and the value of the Services provided to the expanded Plant. If such an agreement is reached, it shall be evidenced by a written amendment to this Agreement. The monthly payment will not change, absent such written amendment.

B. If the parties are unable to mutually agree on an increase in the monthly payment within ninety (90) days after the date the Notice is received by the other party, then either party may, by written notice given to the other party, cancel this Agreement, by giving written notice to the other party no later than thirty (30) days after the expiration of the ninety (90) day period following the giving of the notice. The cancellation of the Agreement will be effective on the date which is sixty (60) days after the notice of cancellation is received by the other party (the "Effective Date"). On the Effective Date, this Agreement shall come to an end with the same force and effect as if the Term had expired. If neither party gives notice of cancellation within such thirty (30) day period, then this Agreement shall continue as though no Notice had been given.

Appendix G



- PRE-EXCAVATION PROCEDURE
- CAUTION: THERE MAY BE UNDERGROUND UTILITIES/OBSTRUCTIONS IN THIS AREA. THE UNDERGROUND UTILITIES SHOWN ON THE PROVIDED ELECTRICAL REFERENCE DRAWINGS SHALL NOT BE ASSUMED COMPLETE OR ACCURATE. CONSTRUCTION SHALL LOCATE AND CLEARLY MARK THE LOCATION PRIOR TO ANY EXCAVATION ACTIVITY. 811 SHALL BE CALLED FOR EVERY EXCAVATION PROJECT AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
 - FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM SYSTEMS TESTING DEPARTMENT VIA EMAIL AT LOC-TEST-CREW-NOTIFICATION@xcenergy.com, AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
 - SEE REFERENCE DRAWINGS (0929-004.001S01) FOR KNOWN UNDERGROUND UTILITIES.
 - REFER TO CONSTRUCTION SPECIFICATION SECTION 7010 AND THE PROJECT MANUAL FOR ADDITIONAL LOCATE INFORMATION.
 - DRAWINGS SHALL NOT BE RELIED ON AS THE SOLE SOURCE OF INFORMATION REGARDING UNDERGROUND UTILITIES.

SUBSTATION GPS:
 LATITUDE: 40° 12' 59"
 LONGITUDE: -103° 40' 42"

GENERAL ARRANGEMENT LEGEND

THIS PE SEAL IS ONLY APPLICABLE TO THE CURRENT CONSTRUCTION REVISION FOR DRAWING REFERENCE AND REVISION INFORMATION SEE PHYSICAL INDEX SHEET.

REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION
11B	2024/01/31	A.0001481.001.001.002	IFR - PAWNEE GIC MONITOR INSTALL SUB	12A	2024/11/01	TBD	PAWN-GI-2023-14-TPIF	12C	2024/11/01	TBD	PAWN-PI-2023-07-TPIF
11A	2024/01/31	A.0000204.020.001.002	IFR - PAWNEE POWER HOUSE CMT	12B	2024/11/01	TBD	PAWN-GI-2023-14-TAM	12D	2024/11/01	TBD	PAWN-PI-2023-07-TAM

ISSUED BY ENGINEERING DEPT FOR: CONSTRUCTION

THIS MAP/DOCUMENT IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR JOBS. YOUR PERSONAL SAFETY IS PROVIDED FOR BY USING SAFETY PRACTICES, PROCEDURES AND EQUIPMENT AS DESCRIBED IN THE SAFETY TRAINING PROGRAMS, MANUALS AND SPARS.

INTERNAL INFORMATION. DO NOT COPY OR DISTRIBUTE WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY

PAWNEE 345KV
 GENERAL ARRANGEMENT
 345KV PLAN

PAWN

XcelEnergy 0929-001.001S01

SCALE: NONE REV: 12

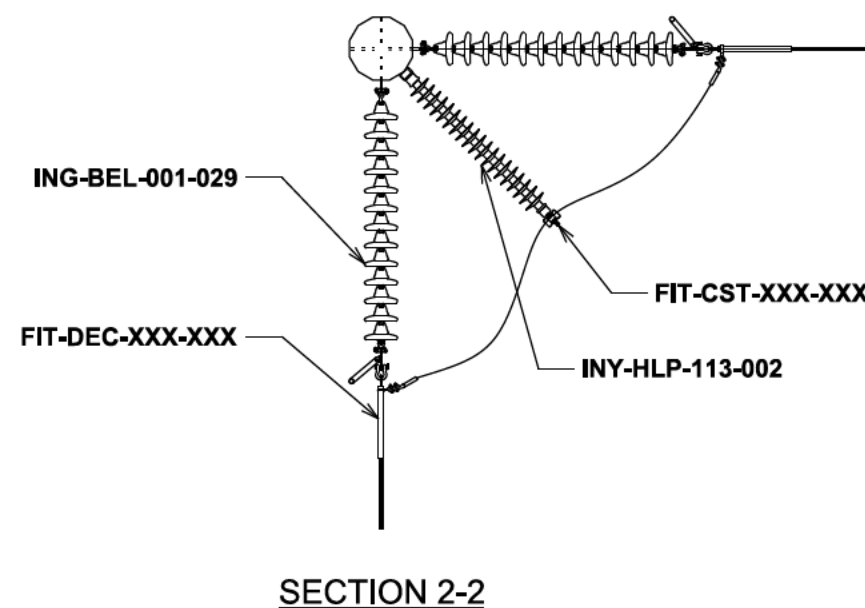
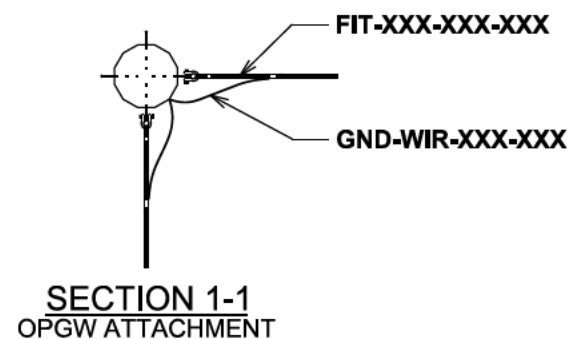
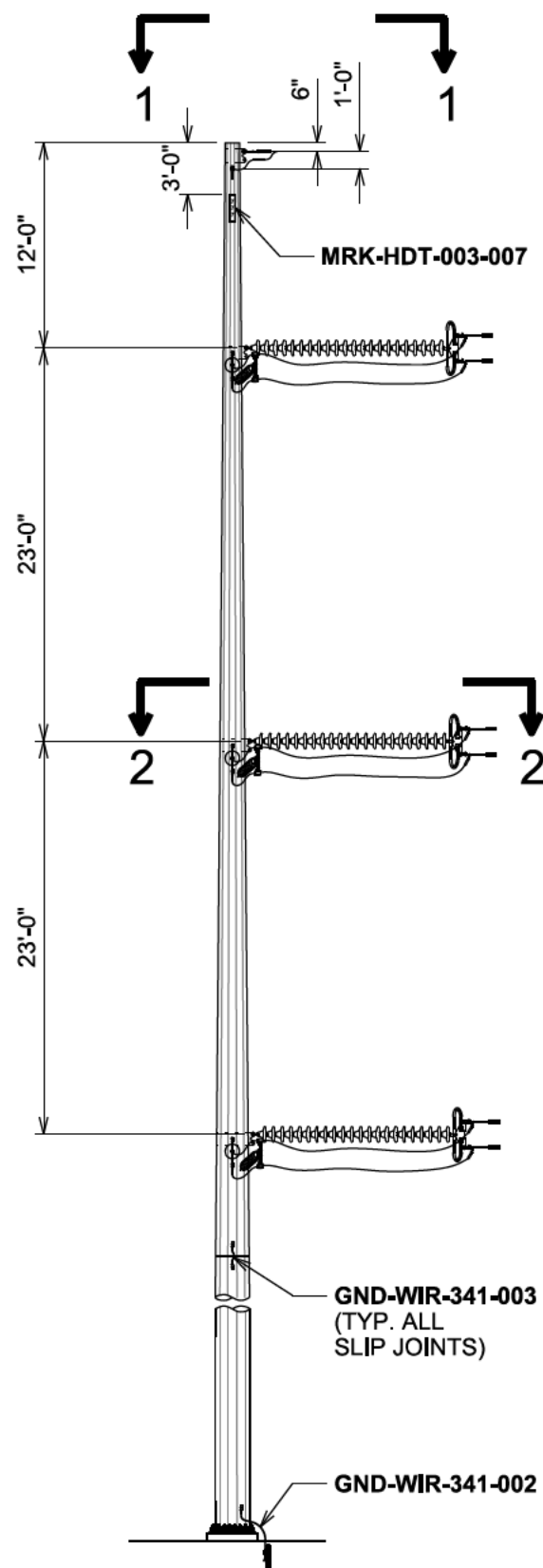
12/2/2024 12:18:47 PM

ASSEMBLY
STR SWDABL00-XXXX
FOR STEEL POLES
STL TXXX7XXX-PSTXXXXX
LD TXXXCXXX

QTY	SUBASSEMBLIES
1	GND-WIR-341-002
2	GND-WIR-341-003
6	ING-BEL-001-029
3	INY-HLP-113-002

MATERIAL TO BE DETERMINED
BASED ON SPECIFIC
CONDUCTOR, SHIELD WIRE,
AND POLE NUMBER

QTY	SUBASSEMBLIES
2	FIT-XXX-XXX-XXX
1	GND-WIR-XXX-XXX
12	CND-DMP-XXX-XXX
3	FIT-CST-XXX-XXX
6	FIT-DEC-XXX-XXX
1	MRK-HDT-003-007
2	SWR-DMP-XXX-XXX



THIS MAP/DOCUMENT IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR JOBS. YOUR PERSONAL SAFETY IS PROVIDED FOR BY USING SAFETY PRACTICES, PROCEDURES AND EQUIPMENT AS DESCRIBED IN THE SAFETY TRAINING PROGRAMS, MANUALS AND SPARS.
INTERNAL INFORMATION. DO NOT COPY OR DISTRIBUTE WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY

MASTER STRUCTURE DRAWING 345kV
STRUCTURE DRAWING - DEADEND - TERMINAL - STEEL - ANGLE
SINGLE POLE DEADEND WITH OPGW

Xcel Energy SWDABL00

SCALE 1/32"=1'-0" REV 1

SWDABL00.DGN

11/13/2017 8:50:41 AM

Appendix H



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

Driveway Access Code:	DRV24-S-1.084-E-Q	Date:	12-19-24
Property Owner (Permittee):			
Name:	Public Service of Colorado		
Address:	14940 County Road 24		
Address:			
City:	Brush	State:	CO Zip Code: 80723
Phone:		Email:	
Agent of Property Owner (If Applicable)			
Name:	Public Service of Colorado (Kalan Falbo)		
Address:	1123 W. 3rd Ave.		
Address:			
City:	Denver	State:	CO Zip Code: 80223
Phone:		Email:	
Parcel Number:	123119000700		
Legal Description:	S: 19 T:3 R:56 All (Correction Section) EX PARC NW ¼ NW ¼ 400 FT X 600 FT **State Assessed**		
	Latitude:	40.216495	
	Longitude:	-103.697682	
Access onto County Road:	MCR 24		
Driveway Type:	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Existing	
Maximum Width of Approved Driveway is:	40	FEET	
Culvert Required:	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If Yes, Required Size is: <input type="text"/> Inch

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

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

Morgan County, Colorado
Public Works Department


James Rehn

Authorized Morgan County Agent Signature

12-20-24
Date



Application for Driveway Access Permit
Morgan County, Colorado

Instructions for Completing and Submitting Application

1. **Property Owner (Permittee):** Please provide the full name, mailing address, telephone number and email address *(if available)* of the legal property owner. The provided telephone number should be one where the Permittee can be reached during business hours Monday through Friday, 8:00 a.m. to 4:00 p.m. MDT.
2. **Agent of Permittee:** If the applicant *(person or company completing this application)* is different from the legal property owner *(Permittee)*, provide entity name *(if applicable)*, the full name of the person serving as the agent, mailing address, telephone number, and email address *(if available)*. The provided telephone number should be one where the Agent can be reached during business hours Monday through Friday, 8:00 a.m. to 4:00 p.m. MDT. *Please provide documentation you are an agent of property owner.*
3. **Legal Description of property:** Provide the legal description to the full extent that applies for the property to be accessed by the requested driveway. Include the Assessor parcel number. This information is available through the County Assessor or Clerk and Records office or on your property deed(s).
4. **Road Access:** Complete the information on the County Road that will be accessed by this proposed driveway.
5. **New or Existing Driveway:** Complete the information for the driveway type.
New Driveways:
 - In determining location for the proposed driveway, take into account: line of site distances, relationship to road intersections, and relationship to crests of hills.
 - Please indicate the desired width of the new requested driveway.
 - If possible, provide a map showing the desired location of the proposed driveway.
 - ***The proposed area for the new driveway must be clearly marked with flagged stakes on each side of the proposed area. Please have the location marked as indicated prior to submitting application.***
6. Initial the bottom of page two (2) in the provided location indicating that you have read and understand the terms and conditions.
7. Signature Section must be signed and dated by the property owner or agent. *Applications will not be processed until they are fully completed, initialed, signed and submitted, along with any additional required documents.*
8. **Submittal of Application:** Please submit application and all corresponding paperwork to:
By mail or in person: Morgan County Road and Bridge Department
P.O. Box 516
17303 County Road S
Fort Morgan, CO 80701
By Email to: rvmorganc@co.morgan.co.us

Application for Driveway Access Permit
Morgan County, Colorado

Terms and Conditions

1. The granting of this permit application is for one (1) property access across the county right of way onto a county road. The access must not exceed the approved width defined on the approved permit. Additional accesses crossing the right of way must be applied for separately.
2. If this access is to be onto an access/travelling easement, then a copy of the easement, recorded plat or use agreement must accompany this application.
3. The granting of a driveway access permit by Morgan County is only for the purpose of crossing the right of way under the counties jurisdiction. It is the permittee's responsibility to identify and obtain permissions to cross any other easements, covenants, right of ways or private agreements that may exist.
4. If the access request is onto any Federal or State lands, you must provide the names and contact information for the relevant agencies and attach a copy of the authorization for the property use.
5. All property owners/agents are responsible for any damages that may occur to the county road or right of way during installation of said driveway.
6. The construction and all costs associated with the construction of the driveway are the responsibility of the property owner/agent. The construction cannot exceed the defined width and must include any specified culverts required as defined in the approved permit. Culverts may be purchased from anywhere, however they must be approved by the county prior to installation. Culverts may also be purchased from Morgan County Road and Bridge.
7. If a culvert is required, it is for use by Morgan County to protect the road and right of way. Morgan County retains the right to utilize the culvert in any way it deems necessary.
8. If a culvert is not required at the time of permit issuance, however, in the future a culvert is deemed necessary, the cost of said culvert may be at the property owner's expense.
9. Inside the county right of way, the driveway may only consist of the travelling surface to access the property. No other structures or appurtenances may be placed in the right of way (*examples: columns, walls, fencing, large rocks, etc.*). The only exception to this requirement is mailboxes.
10. During the construction of an approved driveway, it is the responsibility of the property owner/agent and/or their contractor to insure safety to the travelling public. This could include the use of signs, cones and/or traffic control as necessary.
11. All repairs, maintenance and costs associated with said driveway are the responsibility of the property owner/agent.
12. Morgan County is not responsible for any damages to the driveway caused by normal maintenance operations, including but not limited to mowing, grading, and snowplowing.
13. The property owner/agent agrees to hold harmless, indemnify, and defend Morgan County from any claim of any person arising from the installation, use, maintenance, or removal of the driveway in the county right of way.
14. The terms, conditions and requirements defined in this application and subsequent approved permit will remain valid through any future sales, transfer of ownership or assignments of the property defined in this driveway application.

Initial
LTF

Please Initial that you have read and understand the terms and conditions outlined on this page.

Application for Driveway Access Permit
Morgan County, Colorado

1. Property Owner (Permittee):

Name: Public Service of Colorado
Address: 14940 County Road 24
City/State/Zip Code: Brush, CO 80723
Phone () [REDACTED] Email: [REDACTED]

2. Agent of Property Owner (If Applicable)

Company/Individual Name Public Service of Colorado
Contact Name (If Applicable) Kalan Falbo
Address: 1123 W. 3rd Ave
City/State/Zip Code: Denver, CO 80223
Phone () [REDACTED] Email: [REDACTED]

3. Legal Description:

See attached Exhibit
Parcel Number: 123-119-000-700

4. Road Access:

Access onto County Road 24 (Circle Direction) North / South / East / West of County Road Q

5. Driveway Type:

(Check One) **New Driveway Existing Driveway X
Desired width of New Driveway 115 Feet.

**If this is a new driveway location, please place flagged stake marker on each side of the requested driveway location.

I have read the instructions, terms and conditions outlined in this Driveway Access Permit Application, and agree to all terms and conditions outlined therein, furthermore, I understand no liability is assumed by the County of Morgan, Colorado or its agents by issuance of a permit for this application and all costs, present and future, associated with the access provided by an Approved Driveway Access Permit are the responsibility of the property owner/agent and/or any future assignees. The applicant declares the information provided are true and complete to the best of their knowledge.

Signed by: Kalan Falbo Senior Agent for Public Service Company of Colorado (Xcel Energy)
Property Owner/Agent Signature

December 6, 2024
Date

Submit Completed Application and All Supporting Documents to:

Morgan County Road and Bridge Department
P.O. Box 516
17303 County Road S
Fort Morgan, CO 80701
Or by Email to: rbmorganc@co.morgan.co.us
Phone: (970) 542-3560 Fax: (970) 542-3569

For Office Use only below this line

Determination: Approved Denied (Reason for Denial): _____

GPS Coordinates, Centerline of Driveway in relation to road: Latitude: 40.216495

Maximum Width of Driveway: 40 Feet Longitude: -103.697682

Culvert Required: YES/NO If Yes, Size: _____

Closest Intersecting Road Q Measurement from Closest Intersecting Road 5726 Feet

Driveway Access Code: DRV24-S-1.084-E-Q

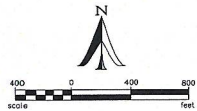
Completed By: [Signature] Date: 12-19-24

SPECIAL USE PERMIT XXX

PAWNEE POWER PLANT

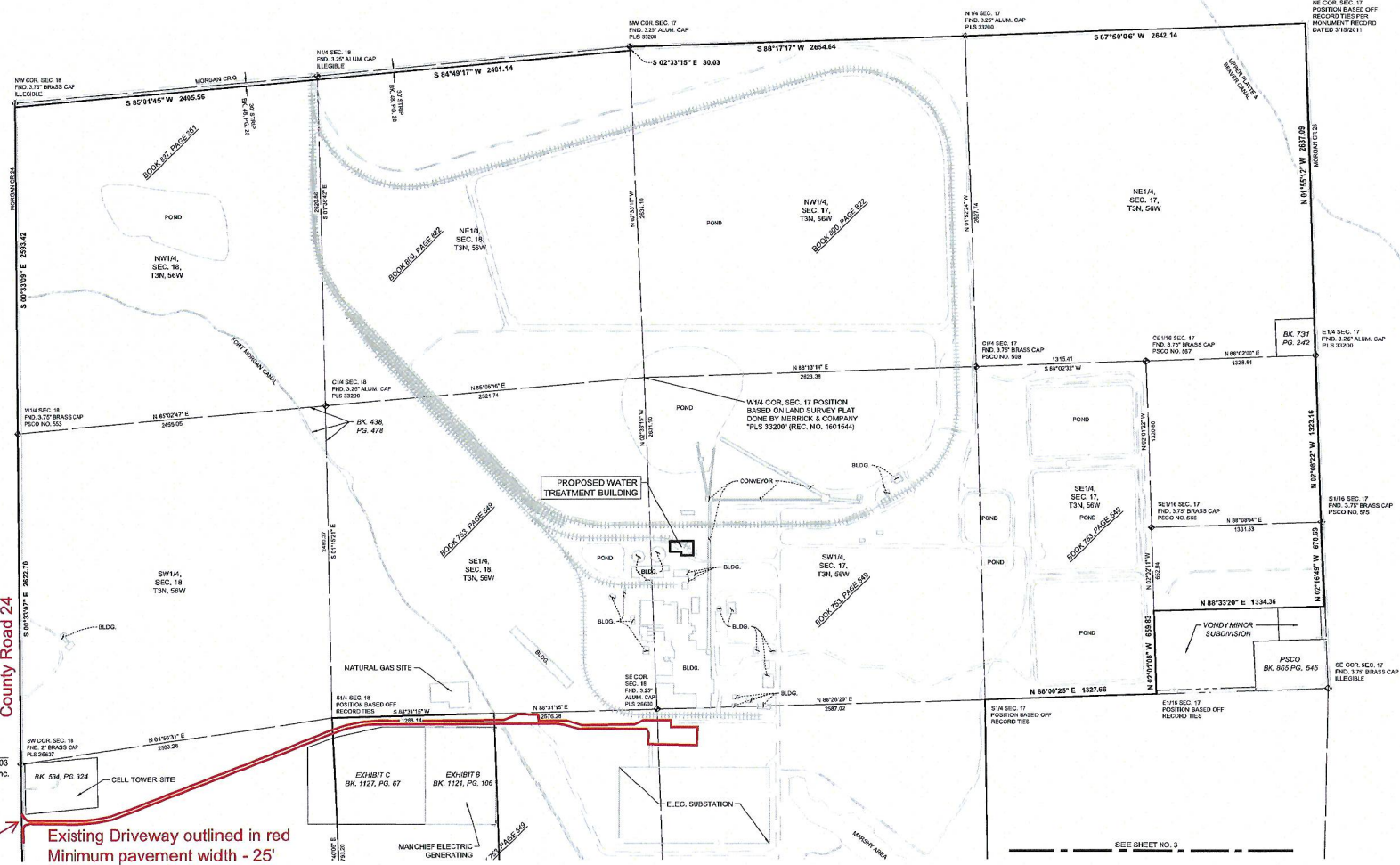
A PART OF SECTIONS 17, 18, 19, AND 20

TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO



LEGEND

- FOUND SECTION COR.
- S.U.P. BOUNDARY
- SECTION LINE
- FENCE LINE
- EDGE OF UN-PAVED ROAD
- EDGE OF PAVED ROAD
- EDGE OF WATER
- CENTER OF RAILROAD
- EXISTING BUILDING
- PROPOSED BUILDING



Monte L. Stutbeck, PLS 38503
For and behalf of SEH, Inc.

Dated: _____

Note: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in the survey be commenced more than ten years from the date of certification shown hereon.

Existing Driveway outlined in red
Minimum pavement width - 25'
Driveway Length - 5,500'

DRIVEWAY INTERSECTION:
40.21646389, 103.69763056

X:\PTP\PSOC\17829150.0 Pawnee Power Plant\K9-survey\92-CAD\10-C3d\Pawnee Power Plant_Ground.dwg

	PHONE: 303.586.5800	PUBLIC SERVICE CO. OF COLORADO PAWNEE POWER PLANT	SHEET NO. 2
	2000 S. COLORADO BLVD SUITE 6000 DENVER, CO 80222		
SEH PROJECT NO. 178291-50.0	DATE ISSUED 12/4/2024	SHEET 2 OF 3	

Morgan County Property Card

Parcel Number: 1231-190-00-700

Account Number: R700008

Property

Address

14940 CO RD 24
BRUSH, CO 80723

Physical

Acres: Land Sq Ft:

Property Class

Zoning Value

Planning: HI	Assessed	Actual
Assessor:	Land: \$0	\$0
	Imp: \$0	\$0

Legal Description

Block: Lot:
 PLSS: 03N 56W 019
 Boundary: ALL (CORRECTION SECTION) EX PARC N
 Legal: S: 19 T: 3 R: 56 ALL (CORRECTION SECTION) EX PARC NW1/4NW1/4 400FT X 600FT **STATE ASSESSED**

Owner

Name: PUBLIC SERVICE COMPANY OF COLORAD
 Address: P O BOX 1979
 DENVER, CO 80201-1979

District 008

Taxing Authorities

School District: School District RE-2 Fire Protection District: --
 Water Districts: Special Districts:

Voting Districts

House District: 63 Congressional District: 4 Precinct: 16
 Senate District 1 Commissioner District: 3 Town: --

Other

Subdivision: Neighborhood: Condo:

Sales

Most Recent Sale

Sale Date: Document Type: Deed Type:
 Sale Price: Document Number:
 Grantor:
 Grantee:
 Remarks:

Appendix I

Appendix I: Adjacent Property Owners

Parcel Number	Account Number	Zoning District	Owner	Owner C/O	Mailing Address	Mailing City	Mailing State	Mailing ZIP	Legal Description
122912000007	R019083	A	BATH, KEITH		16134 CO RD 23	FORT MORGAN	CO	80701	S: 12 T: 3 R: 57 S1/2SE1/4 & SE1/4SW1/4 120 ACRES- PART HOME PLACE
122913000006	R000401	A	BATH, KEITH		16134 CO RD 23	FORT MORGAN	CO	80701	S: 13 T: 3 R: 57 E1/2SE1/4 EX N296FT OF E296FT B861 P689
122924000006	R015500	A	BATH, KEITH		16134 CO RD 23	FORT MORGAN	CO	80701	S: 24 T: 3 R: 57 E1/2NE1/4 N60FT B870 P987
122924001002	R015488	A	BOHL, DAVID & LYNDELL		14963 CO RD 24	FORT MORGAN	CO	80701	Subd: COFFERN-BARON MINOR SUB, FM (24-3-57) Lot: 02 S: 24 T: 3 R: 57 NE1/4NE1/4
123108000004	R004307	A	BOLINGER FARM INC		16184 CO RD 25	FORT MORGAN	CO	80701	S: 08 T: 3 R: 56 SW1/4 B749 P128
123120000901	R800628	A	CITY OF BRUSH		PO BOX 363	BRUSH	CO	80723	S: 20 T: 3 R: 56 E1/2
123121000900	R800627	A	CITY OF BRUSH		PO BOX 363	BRUSH	CO	80723	S: 21 T: 3 R: 56 ALL
123107000006	R004379	A	GRIFFITH LAND COMPANY LLC		16120 CO RD 24	FORT MORGAN	CO	80701	S: 07 T: 3 R: 56 SW1/4 (CORRECTION SECTION) EX B784 P493-494
	M001505	A	GRIFFITH DAIRY INC	STEVE GRIFFITH	16120 CO RD 24	FORT MORGAN	CO	80701	S: 07 T: 3 R: 56 S1/2 MBL HOME TITLE: 15E443279 SERIAL: 45511611J YEAR: 1997 MAKE: SKYLINE SIZE: 16 X 56
123107000010	R002680	A	GRIFFITH LAND COMPANY LLC		16120 CO RD 24	FORT MORGAN	CO	80701	S: 07 T: 3 R: 56 PARC S1/2SE1/4 B815 P080
122913000004	R009729	A	HUPP, BARBARA D & PHILLIP E		15507 CO RD 24	FORT MORGAN	CO	80701	S: 13 T: 3 R: 57 E1/2SE1/4 N296FT OF E296FT B779 P475
123119000001	R017738	HI	JMS BROADCASTING LLC		PO BOX 917	FORT MORGAN	CO	80701	S: 19 T: 3 R: 56 PARC NW1/4NW1/4 600FT X 400FT B1024 P292
123117000002	R004494	A	JONES, WILLIAM GREGORY		23019 CO RD 33.5	HILLROSE	CO	80733	S: 17 T: 3 R: 56 PARC SE1/4NE1/4 295.2FT X 295.2FT B764 P714
	M014372	A	NICHOLS, TRACY		400 WILLARD ST	MARION	KS	66861	S: 17 T: 3 R: 56 SE1/4NE1/4 MBL HOME TITLE: 15E424520 SERIAL: OFB621XWT40053 YEAR: 1974 MAKE: GEER SIZE: 14 X 67
123107000011	R004378	A	KANE, RICHARD JR & CELESTE		16119 CO RD 25	FORT MORGAN	CO	80701	S: 07 T: 3 R: 56 PARC S1/2SE1/4 B815 P080
123116000002	R002860	A	KNOX, ERVIN	PUBLIC SERVICE CO - PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 16 T: 3 R: 56 IMPROVEMENTS ONLY - NW1/4
123108000007	R022556	A	BOLINGER FARM INC		16184 CO RD 25	FORT MORGAN	CO	80701	S: 08 T: 3 R: 56 SE1/4 EX 1500642
123108000008	R022557	A	KROHN, JANET S		16299 CO RD 26	BRUSH	CO	80723	S: 08 T: 3 R: 56 PARC SE1/4 1500642

123109000004	R004329	A	NICHOLS, DEAN A & RACHEL A FAMILY TRUST		PO BOX 274	BRUSH	CO	80723	S: 09 T: 3 R: 56 SW1/4 EX NICHOLS II SUB
123119000700	R700008	HI	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 19 T: 3 R: 56 ALL (CORRECTION SECTION) EX PARC NW1/4NW1/4 400FT X 600FT **STATE ASSESSED**
123117000700	R700005	SZ	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 17 T: 3 R: 56 ALL EX B1177 P472, B980 P138 & B865 P545 **STATE ASSESSED**
123118000700	R700006	SZ	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 18 T: 3 R: 56 ALL (CORRECTION SECTION) **STATE ASSESSED**
123120000700	R700009	HI	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 20 T: 3 R: 56 W1/2 **STATE ASSESSED**
123116000700	R700030	A	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 16 T: 3 R: 56 ALL **STATE ASSESSED**
123117000011	R002678	A	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 17 T: 3 R: 56 IMPROVEMENTS ONLY - PARC E1/2SE1/4 330FT X 330FT
123117000701	R700004	A	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 17 T: 3 R: 56 PARC SE1/4SE1/4SE1/4 B865 P545 **STATE ASSESSED**
123118000001	R016655	SZ	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 18 T: 3 R: 56 IMPROVEMENTS ONLY - W1/2
122924001001	R019649	A	RUIZ, JOSE ANTONIO		14967 CO RD 24	FORT MORGAN	CO	80701	Subd: COFFERN-BARON MINOR SUB, FM (24-3-57) Lot: 01 S: 24 T: 3 R: 57 PARC NE1/4NE1/4
123117001001	R022542	A	SMITH, DOLA J		15089 CO RD 26	BRUSH	CO	80723	Subd: VONDY MINOR SUB, BR (17-3-56) Lot: 01 S: 17 T: 3 R: 56 PARC SE1/4

123117001002	R022543	A	VONDY, GARY L & DEBRA L		15115 CO RD 26	BRUSH	CO	80723	Subd: VONDY MINOR SUB, BR (17-3-56) Lot: 02 S: 17 T: 3 R: 56 PARC SE1/4 S660FT OF E1320FT EX PARC B760 P40
	M014066	A							S: 17 T: 3 R: 56 SE1/4 MBL HOME TITLE: 15E476620 SERIAL: M604159 YEAR: 1977 MAKE: HOLLY PARK SIZE: 14 X 72
122913000001	R010301	A	ZARBOCK, DONALD EUGENE & DEAN ALLEN		23694 CO RD R	FORT MORGAN	CO	80701	S: 13 T: 3 R: 57 NE1/4

Pawnee Coal to Gas Project
Morgan County Special Use Permit Application – Major Amendment

Appendix J

I-76

COUNTY ROAD 24

EXISTING
DRIVEWAY

PAWNEE POWER PLANT



Public Service Of Colorado – Pawnee Power Plant
Coal to Gas Conversion



Figures



Pawnee Coal to Natural Gas Project

**Figure 1
Project Location**

Morgan County, CO

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- US Highway
- State Highway
- Local Road
- Railroad

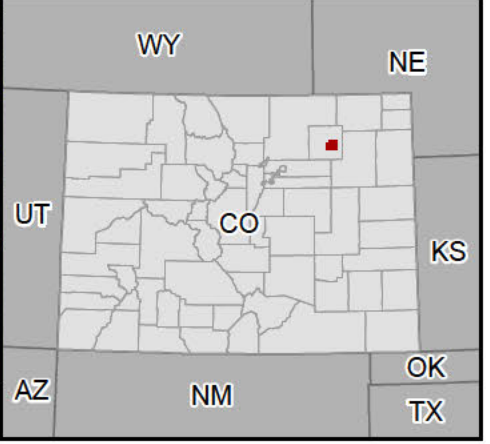
Existing Infrastructure

- Substation
- C Coal Power Generation Plant
- N Natural Gas Power Generation Plant
- 115 kV Transmission Line
- 230 kV Transmission Line
- 345 kV Transmission Line
- Natural Gas Pipeline



NOT FOR CONSTRUCTION

Reference Map



Z:\Projects\DEM1163_0099_Pawnee_Gen_Station_CO\Projects\MorganCo_SUP\MorganCo_SUP.aprx

1:28,000 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS



Pawnee Coal to Natural Gas Project

Figure 2 Vegetation

Morgan County, CO

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- Railroad

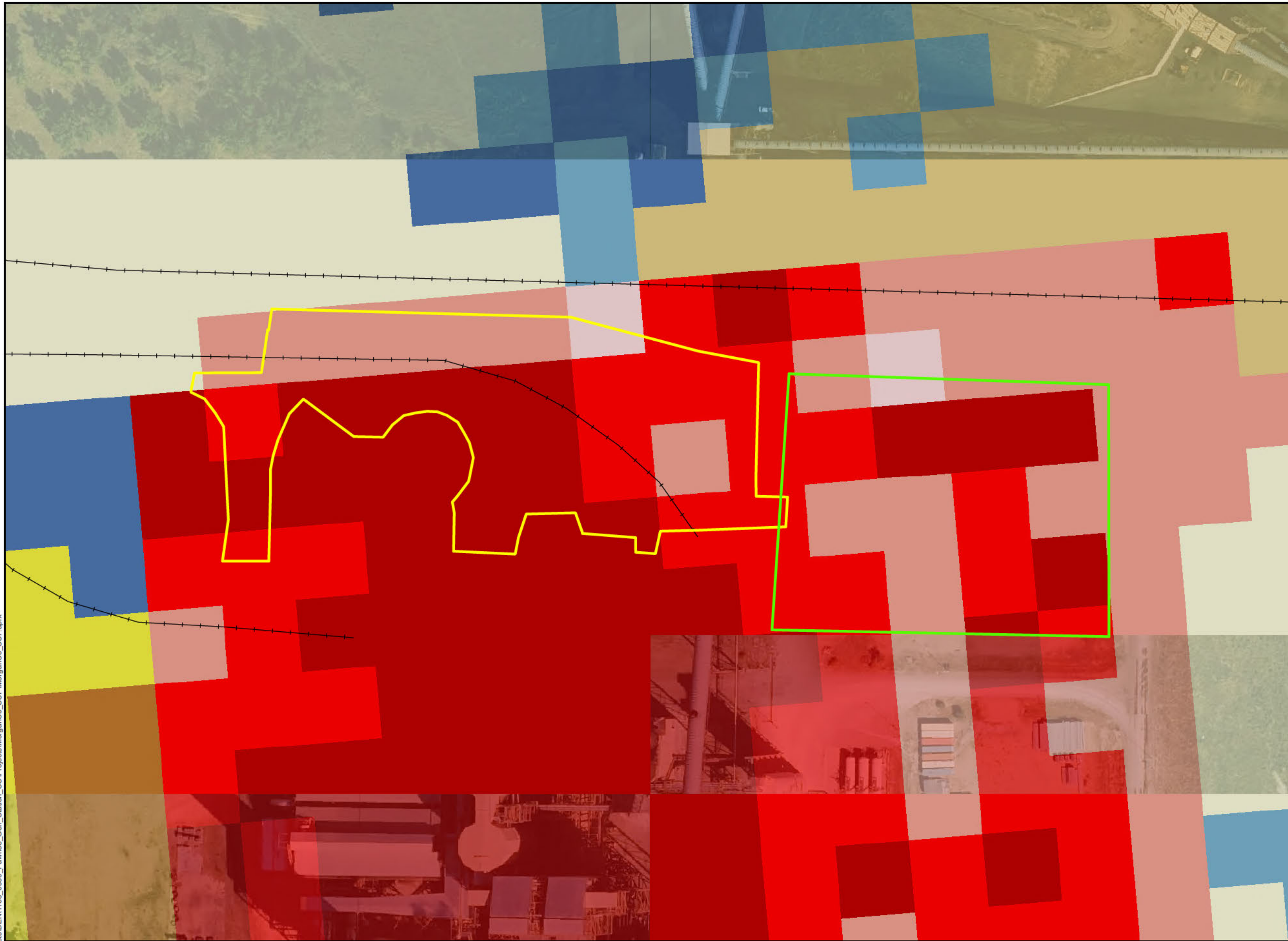
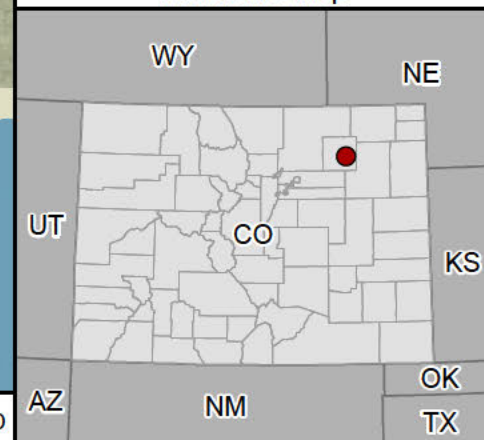
Vegetation Types

- Open Water
- Developed, Open Space
- Developed, Low Intensity
- Developed, Medium Intensity
- Developed, High Intensity
- Shrub/Scrub
- Herbaceous
- Pasture/Hay
- Cultivated Crops
- Emergent Herbaceous Wetlands



NOT FOR CONSTRUCTION

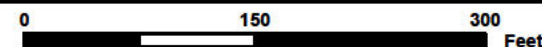
Reference Map



Z:\Projects\DEM1163_0099_Pawnee_Gen_Station_CO\Projects\MorganCo_SUP\MorganCo_SUP.aprx



1:1,500 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS, NLCD

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- Local Road
- Railroad

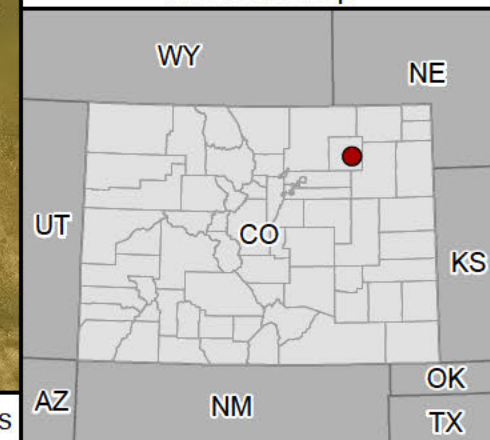
Landform Type

- Quaternary Eolian Deposits
- Quaternary Gravels and Alluviums



NOT FOR CONSTRUCTION

Reference Map



Z:\Projects\DEM1163_0099_Pawnee_Gen_Station_CO\Projects\MorganCo_SUP\MorganCo_SUP.aprx



1:15,000 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS, USGS

Pawnee Coal to Natural Gas Project

**Figure 4
Colorado Parks & Wildlife -
High Priority Habitat**

Morgan County, CO

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- Local Road
- Railroad

CPW High Priority Habitat

Rule 309.e1 - Other Consultation Habitat

- Bald Eagle Active Nest Site - 1/2-mile Buffer
- Bald Eagle Roost Site

Rule 1202.d - Density Habitat

- Mule Deer Severe Winter Range
- Mule Deer Winter Concentration Area

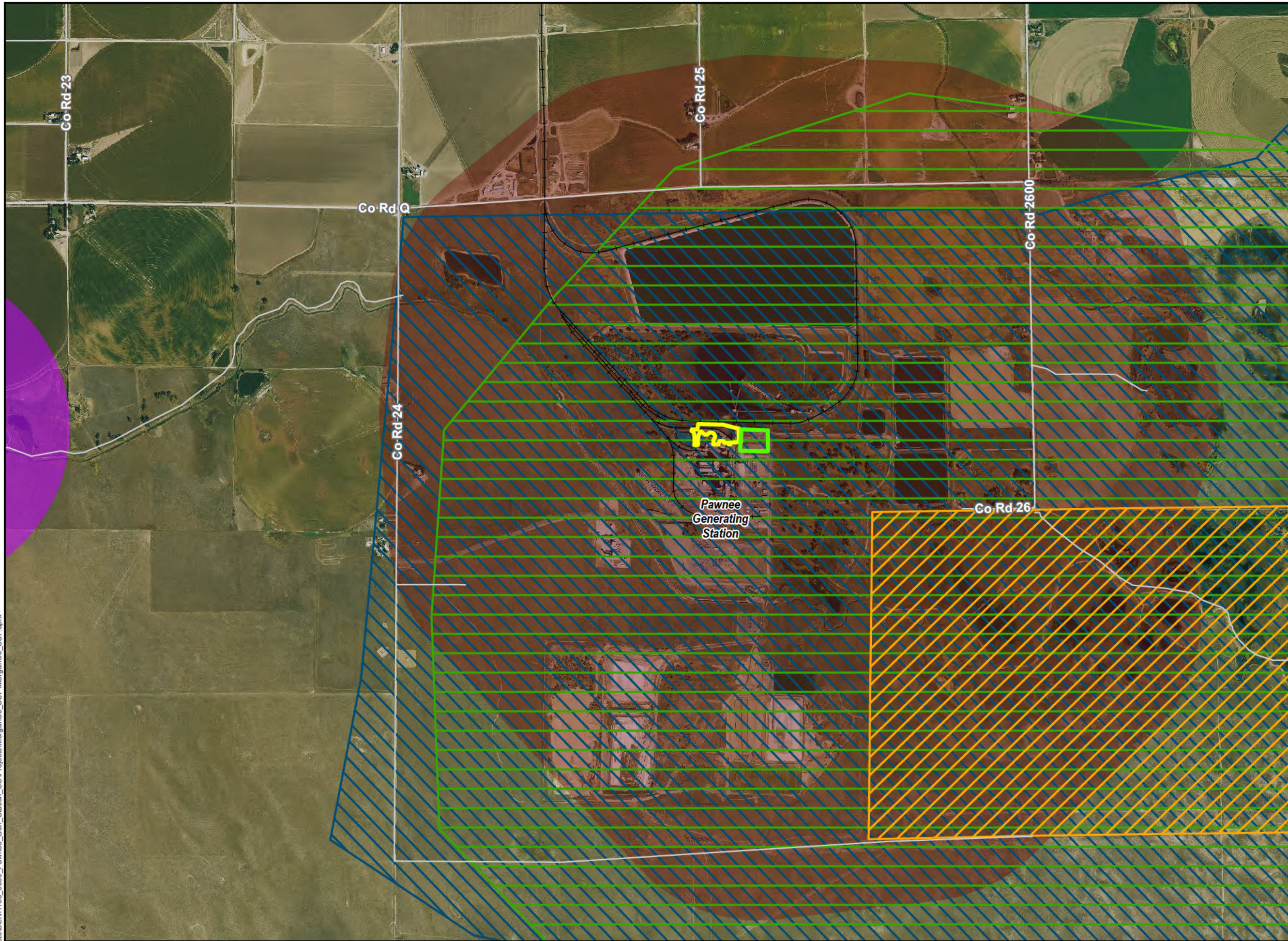
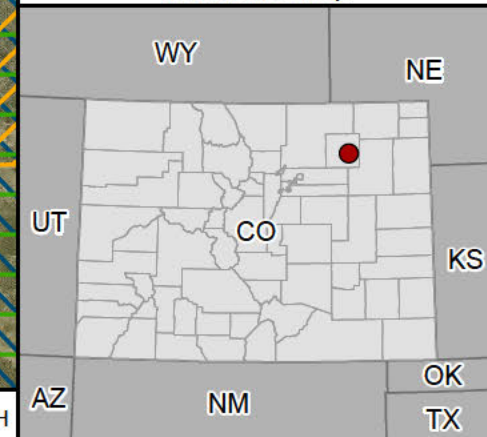
Rule 1202.c - No Surface Occupancy Habitat

- Brush Prairie Ponds State Wildlife Area



NOT FOR CONSTRUCTION

Reference Map



Z:\Projects\DEM1163_0099_Pawnee_Gen_Station_CO\Projects\MorganCo_SUP\MorganCo_SUP.aprx

**Figure 5
Water Resources**

Morgan County, CO

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- Railroad

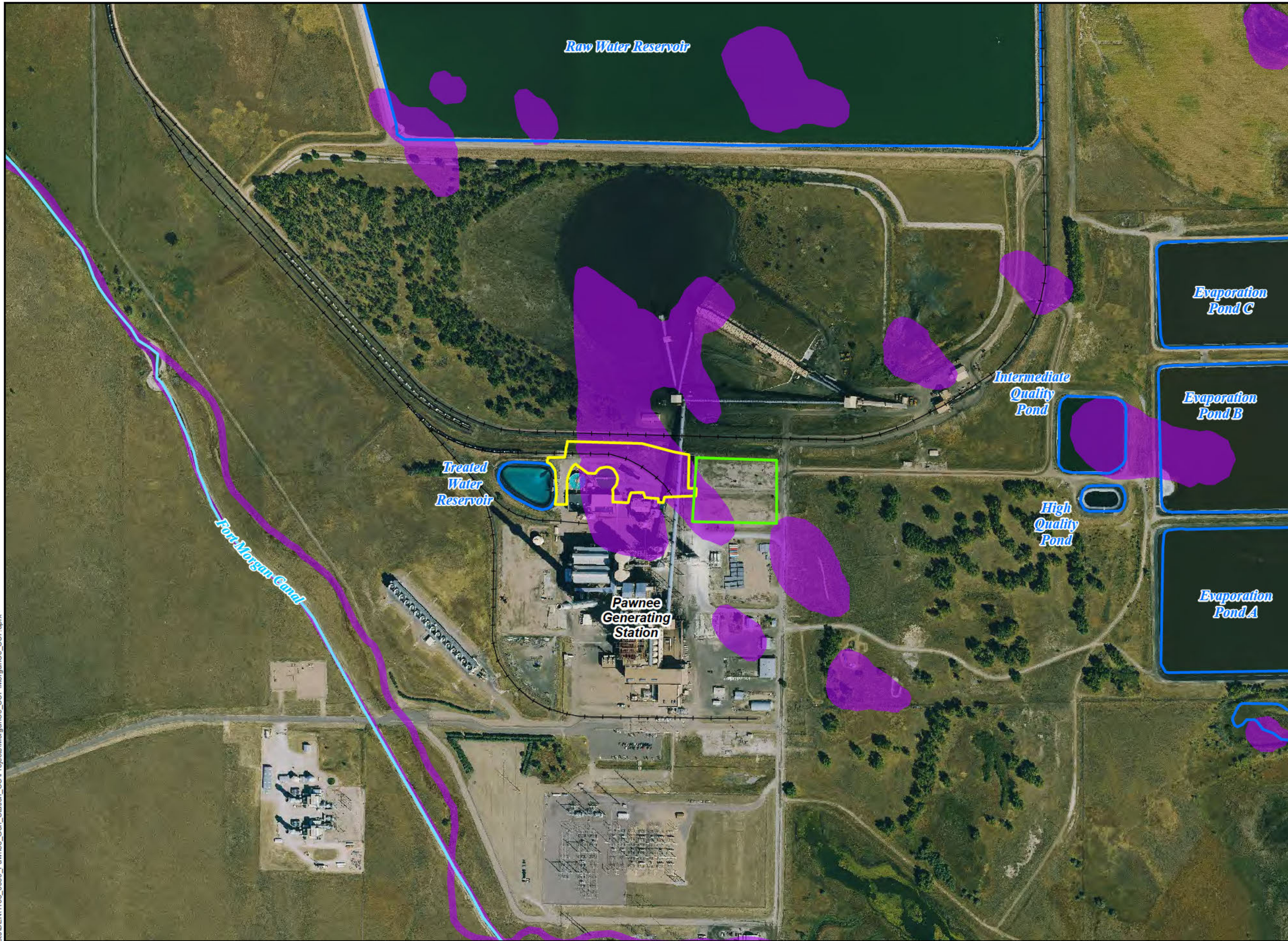
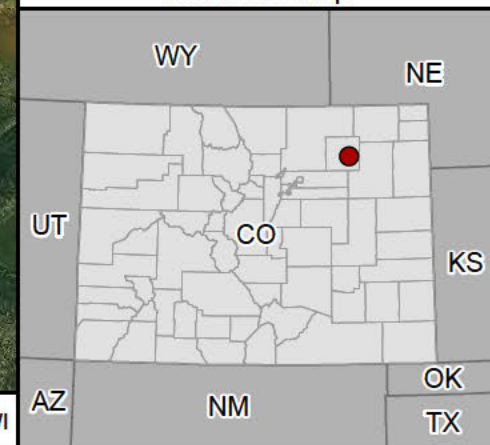
Water Resources

- Stream/Canal
- Waterbody
- NWI Wetland



NOT FOR CONSTRUCTION

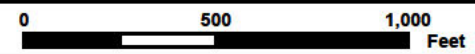
Reference Map



Z:\Projects\DEM1163_0099_Pawnee_Gen_Station_CO\Projects\MorganCo_SUP\MorganCo_SUP.aprx



1:6,000 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS, NHD, NWI

| BOARD OF COUNTY COMMISSIONERS 9:00 A.M. | JANUARY 28, 2025 |
MYERS AMENDED PLAT

TABLE OF CONTENTS

- **File Summary**
- **Original Submittal**
 - Application
 - Right to Farm
- **Applicant Narrative**
- **Site Plan / Maps**
- **Proof of Ownership**
 - Current Title Insurance Commitment
- **Utilities / Access**
 - Well Permits
 - Shared Well Agreement
 - Septic
 - Electric
 - Driveway Permits
- **Additional Application Information**
 - Soil Map
 - Tax Account Statement
- **Landowner Letters, Referrals & Responses**
 - Landowner Letter sent & Responses Received
 - Referral Sent & Responses Received
 - Notification

FILE SUMMARY



**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

**BOARD OF COUNTY COMMISSIONERS
FILE SUMMARY
January 28, 2025**

**APPLICANT: Steven Myers
LANDOWNERS: Steven Myers, Terry Myers, and Randy Myers**

This application is to amend Lots 1, 2, and 3 of the Holzworth Minor Subdivision in the NE¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, otherwise known as 15935, 15859, and 15855 Hwy 34, Fort Morgan, CO 80701. The purpose of the application is to reconfigure the internal lot lines so the size of Lots 1 and 3 is increased and the size of Lot 2 is reduced.

Subdivision	Property Owner	Existing Acres	Results
Lot 1, Holzworth Minor Subdivision	Steven E. Myers	1.62	3.37 Acres
Lot 2, Holzworth Minor Subdivision	Terry R Myers	8.18	5.33 Acres
Lot 3, Holzworth Minor Subdivision	Randy A. Myers	2.42	3.52 Acres

The property is in the Commercial Zone and in the Fort Morgan Fire District. Currently, West Side Auto is located across the entire subdivision and each lot has a residence. A shared well located on Lot 2 serves every residence. Water line easements have been created on the proposed amended plat and a shared well water agreement will be recorded if the proposed amendment is approved.

Access for all three lots is off of U.S. Highway 34. CDOT requires the east and west driveways to be closed leaving one shared driveway on Lot 2. A 30-foot access easement across Lot 2 for access to Lots 1 and 3 is created through the proposed amended plat and a shared access acknowledgment will be recorded if the proposed amended plat is approved.

In reviewing an application for an amended plat to reconfigure interior lot lines in a previously approved subdivision, the Board of County Commissioners shall apply the criteria as listed from Section 10-200(G)(2) of the Morgan County Subdivision Regulations:

- a) No additional lots will be created by the reconfiguration.

- b) The reconfiguration is keeping with the purpose and intent of these Subdivision Regulations.
- c) The resultant lots will meet the required minimum lot size and lot width of the applicable zoning district. If any of the lots are nonconforming with respect to the minimum lot size or lot width, the reconfiguration must not increase the nonconformity.
The minimum lot size for a lot with a well and septic is 2.5 acres. All 3 lots will be larger than 2.5 acres.
- d) The reconfiguration will not create a nonconforming setback for any existing building.
All setbacks from existing buildings are being met.
- e) Except for those nonconformities addressed in subsection (c) above, the resultant lots will meet the requirements of the applicable zone district, including those requirements in Table 1 of Appendix B of the County's Zoning Regulations.
- f) The reconfiguration will not adversely affect access, drainage or utility easements or rights-of-way serving the property or other properties in the area.
- g) The reconfiguration is consistent with the goals and policies of the County's Comprehensive Plan.

The proposed Myers Amended Plat adequately renumbers the lots as 1A, 2A, and 3A.

Nicole Hay
Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Original Application

Right to Farm



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

PERMIT # AP2024 - 0004

Date Received 9/27/24 Received By CB
 Fee: Administrative Review \$ Full Review \$ 400.00
 Ck/CC # cash Paid 3/8/24 Recording Fee \$ _____
 Ck/CC #: _____ Paid / / PC Date: / /
 100 Year Floodplain? Y/N Taxes Current? Y/N

BOUNDARY LINE ADJUSTMENT, AMENDED PLAT, REPLAT, AND PLAT VACATIONS APPLICATION

Landowner MUST Sign Application and Right to Farm Policy

APPLICANT

LANDOWNER

Name Steve Myers

Name Randy A Myers

Address 15859 US Hwy 34
Fort Morgan CO

Address 15859 US Highway 34
Fort Morgan Co

Phone [REDACTED]

Phone [REDACTED]

Email [REDACTED]

Email [REDACTED]

SURVEYOR

Name Thomas Land Surveying

Email _____

Address 2019 W 11th St Rd Ste 24, Greeley

Phone [REDACTED]

Minimum Lot Size Requirements:

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

PROPERTY LEGAL DESCRIPTION AND TECHNICAL INFORMATION

Address of Property to be divided (or general location if not yet addressed): **Attach extra pages if needed*

Parcels 122703001003 + 122703001001 on both side of
parcel 1227-030 01002 (15859 US Hwy 34)

Parcel #: 1227-030-01-002

Zone District: C

S: 3 T: 3 R: 58 S 1/2 NE 1/4 1/4

Total acreage in parcel: _____

Number of lots to be created: _____

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

Distance and Direction to Nearest Community: 2 miles to the west of Fort Morgan

PRESENT use of property Residential

PROPOSED use of property Residential

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED

APPLICATION REQUIRED ATTACHMENT LIST

Additional information may be required by staff

- Application Fee:** Non-Refundable Application Fee due with application
*-Made payable to Morgan County Planning & Zoning
Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 5 hours.
- Project Narrative:** Narrative to include:
 Project Description
 Purpose of request
 Additional information to show project's intent
 How project will relate to or impact existing adjacent uses
 General topography of land and potential hazards
 If property is in the floodplain, give Zone, panel number, and panel date *-See link <https://msc.fema.gov/portal/home>*
- Site Plans/Maps:** Plat map (survey) per requirements set forth in the Morgan County Subdivision Regulations Section 6-170-- **(SUBMIT ELECTRONICALLY)**
 Improvement location certificate, including setbacks of existing structures, wells and septic system **(SUBMIT ELECTRONICALLY)**
 Include any **easements** required for the project-widths and other pertinent information.
May be required to supply copies of easement agreements
- Proof of Ownership:** **Current** title insurance commitment (within last **6 months**)
 Names, addresses and phone numbers for all property owners
- Utilities/Access:** **Water**-Water tap must be paid in full and well must be fully operational, before plat can be recorded.
 Septic System
 - Existing Septic System - Evaluation of adequacy in terms of today's regulations from local Health Department
 - Private System - "Will Serve Letter" or bill
 - Proposed Septic System - "Will Serve Letter"
 - Public System - "Will Serve Letter" or bill **Electric** (Electric bill or letter of commitment from electricity provider)
 Driveway Permit from CDOT or Morgan County Road and Bridge (If required by staff)
- Technical:** **Ditch Company**- Proof of contact if there is a ditch on or next to your property
 Soil Map From Morgan Conservation District showing suitability for sanitary facilities, and building site development for site specific soil
 Right to Farm Policy signed by Landowner (attached)

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.


Signature _____ Date 11/9/23

Steve Myers
Printed Name _____

15859 US hwy 34
Address _____

Fort Morgan, CO 80701

To Be Signed by Landowner

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



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

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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

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

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

RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

To Be Signed by all Landowners

Randy A Myers 8/22/24
 Signature Date
 Randy A Myers
 Printed Name
 15855 us highway 34
 Address
 Fort Morgan Co 80701

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

APPLICANT NARRATIVE

To whom it may concern,

I, Steven Myers and my brothers Randy and Terry Myers own the property at 15859 US highway 34 in Morgan county, Colorado. It is split into 3 parcels and we each live on our respective parcels. Two of the parcels are a lot smaller than the other one and we are trying to move the property lines to make it more fair for all of us. We aren't trying to change anything, just move the lines . The proposed new lines will be more equal for all of us and for our heirs.

Thank you,

-Steve Myers.

SITE PLAN / MAPS

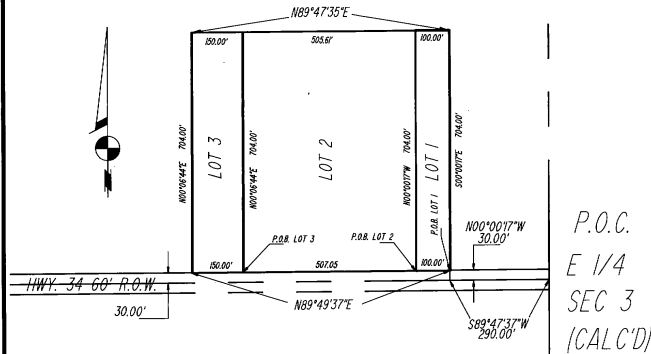
MINOR SUBDIVISION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 58 WEST OF THE SIXTH P. M., MORGAN COUNTY, COLORADO.

Holzworth Minor Subdivision

DETAIL

1"=200'



LOT LEGAL DESCRIPTIONS

LOT 1
COMMENCING AT THE EAST 1/4 OF SECTION 3, T 3 N R 58 W; THENCE S89°47'37"E A DISTANCE OF 290.00 FEET; THENCE N00°00'17"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE S89°49'37"E A DISTANCE OF 100.00 FEET; THENCE N00°00'17"W A DISTANCE OF 704.00 FEET; THENCE N89°47'35"E A DISTANCE OF 100.00 FEET; THENCE S00°00'17"E A DISTANCE OF 704.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 70,400 SQUARE FEET OR 1.61 ACRES MORE OR LESS.

LOT 2
COMMENCING AT THE EAST 1/4 OF SAID SECTION 3; THENCE S89°47'37"W A DISTANCE OF 290.00 FEET; THENCE N00°00'17"W A DISTANCE OF 30.00 FEET; THENCE S89°49'37"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°49'37"W A DISTANCE OF 507.05 FEET; THENCE N00°06'44"E A DISTANCE OF 704.00 FEET; THENCE N89°47'35"E A DISTANCE OF 505.61 FEET; THENCE S00°00'17"E A DISTANCE OF 704.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 506,474.84 SQUARE FEET OR 8.18 ACRES MORE OR LESS.

LOT 3
COMMENCING AT THE EAST 1/4 OF SAID SECTION 3; THENCE S89°47'37"W A DISTANCE OF 290.00 FEET; THENCE N00°00'17"W A DISTANCE OF 30.00 FEET; THENCE S89°49'37"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°49'37"W A DISTANCE OF 150.00 FEET; THENCE N00°06'44"E A DISTANCE OF 704.00 FEET; THENCE N89°47'35"E A DISTANCE OF 150.00 FEET; THENCE S00°06'44"W A DISTANCE OF 704.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 105,600 SQUARE FEET OR 2.42 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE
I, THOMAS E. NELSON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT IS TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

DATE: 4-8-97
SURVEYOR: T. NELSON

COMMISSIONER'S CERTIFICATE
APPROVED THE 30th DAY OF APRIL, 1997, BOARD OF COUNTY COMMISSIONERS, MORGAN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, SUB-SURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED, NOR THE ACCEPTANCE OF ANY DEDICATION. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING RECORDED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE COUNTY OF MORGAN.

ATTEST: *Tom G. O'Connell*
CLERK OF THE BOARD

DEDICATION
THE UNDERSIGNED OWNER OF THE REAL PROPERTY LYING AND BEING WITHIN THE EXACTOR BOUNDARIES OF THE SUBDIVISION DOES HEREBY DEDICATE TO MORGAN COUNTY, COLORADO, FOR THE USE BY THE GENERAL PUBLIC FOREVER THE ROADS AND STREETS AS SHOWN ON THE PLAT OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 19__ BY _____ OWNER _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 19__ BY _____ WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

PLANNING COMMISSION CERTIFICATE
APPROVED THE 12th DAY OF APRIL, 1997, COUNTY PLANNING COMMISSION, MORGAN COUNTY, COLORADO.

David Wagner
CHAIRMAN

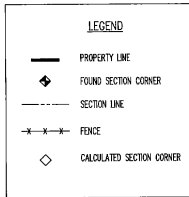
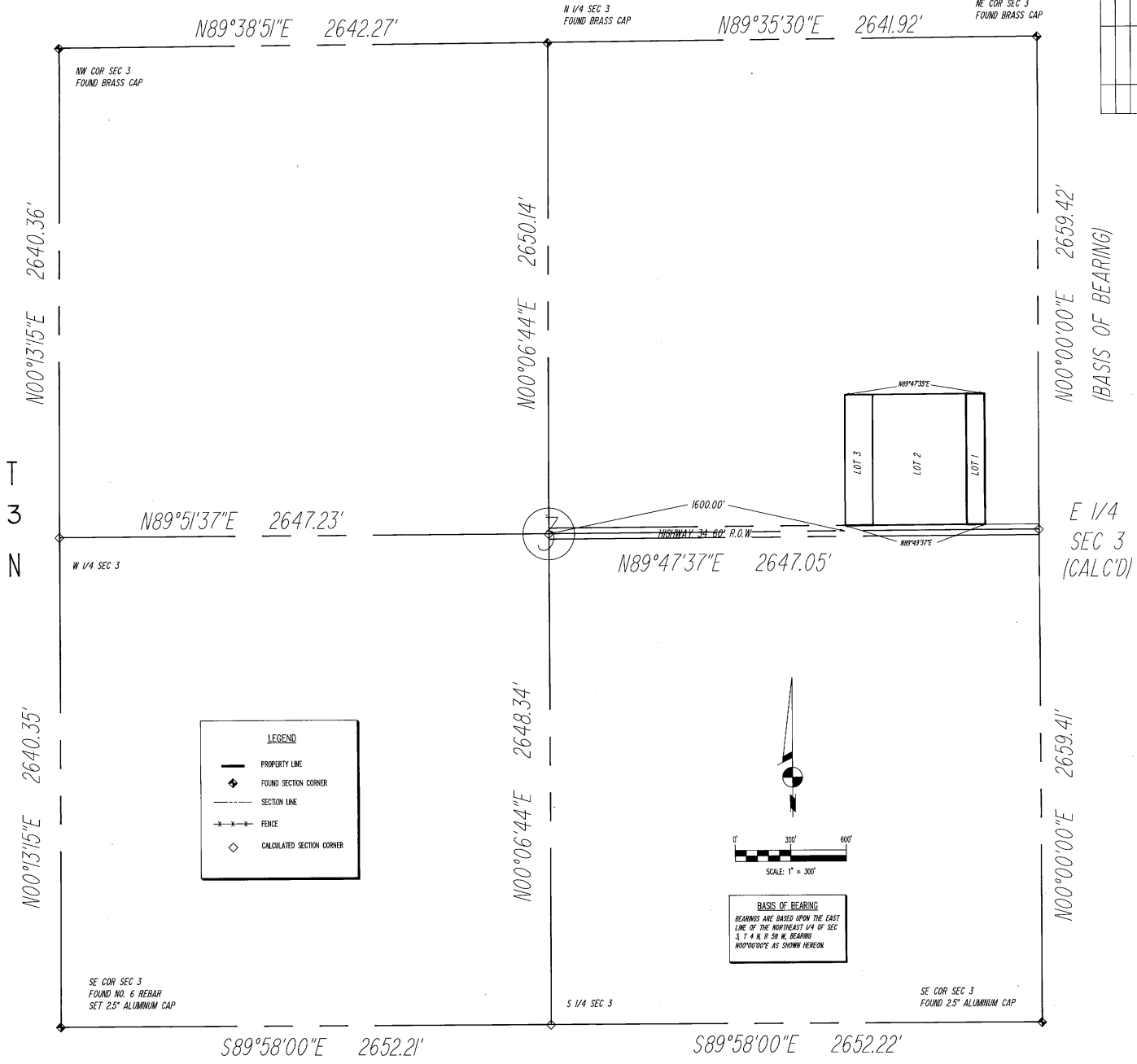
CLERK AND RECORDER'S CERTIFICATE
STATE OF COLORADO)
COUNTY OF MORGAN)ss.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 10:01 O'CLOCK A.M. THIS 12th DAY OF APRIL, 1997, AND IS DULY RECORDED IN RECORDING FEES OF \$11.00, ARE PAID.

761825
BK 7
Pg 98

Fix A. Johnson
CLERK AND RECORDER

Duffie Henning
DEPUTY

R 58 W



BASE OF BEARING
BEARINGS ARE BASED UPON THE EAST LINE OF THE NORTHEAST 1/4 OF SEC. 3, T 3 N, R 58 W, BEARINGS N00°00'00"E AS SHOWN HEREON.

NO.	DATE	REVISION	APPROVAL

CLIENT: WEST SIDE AUTO PARTS
16569 HIGHWAY 34
FT. MORGAN, CO. 80701

MINOR SUBDIVISION PLAT
LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 58 WEST OF THE SIXTH P. M., MORGAN COUNTY, COLORADO.

SCALE: 1"=200'
Surveyed By: T. NELSON
Drawn By: J. DRY
Checked By: T. NELSON
File: C:\MAPR11\97\HVEST\AUTO.DWG
Date: 4-4-97

SHEET 1 OF 1
DWG. # 12

Powers Elevation Co., Inc.
LAND SURVEYORS
2096 E. HOWARD AVE., SUITE 113
DENVER, CO 80214
CROSS 381-8877
1-800-557-0554

PROOF OF OWNERSHIP

Current Title Insurance Commitment



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Stewart Title Guaranty Company - II

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:

Shelly R. Butt

Authorized Countersignature

Equity Title Associates II, LLC

Company Name

Fort Morgan, CO 80701

City, State



Frederick H. Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

David Hisey
Secretary

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

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

Page 1

Copyright © American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- a. the Notice
- b. the Commitment to Issue Policy
- c. the Commitment Conditions
- d. Schedule A
- e. Schedule B, Part I—Requirements and
- f. Schedule B, Part II—Exceptions and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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

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
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and is restricted to the terms and provisions of this Commitment.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PROFORMA POLICY

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

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY - II

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

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

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

Page 4

Copyright © 2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

Issuing Agent: Equity Title Associates II, LLC
Issuing Office: 520 Sherman Street, , Fort Morgan, CO 80701
ALTA Universal ID: None
Loan ID Number:
Issuing Office File Number: 00057443-003-TO3-SB
Property Address: Multiple Properties, , CO

SC EDU E A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 1. Effective Date: July
2. Policy to be issued: (a) None, (b) None, (c) None
3. The estate or interest in the Land at the Commitment Date is: EE SIMP E
4. The Title is, at the Commitment Date, vested in: Steven E Myers As to and Terry R Myers As to and Randy A Myers As to ASO - Merry A Myers and Arline Myers as to a life Estate reserved on lots and
5. The Land is described as follows: See Exhibit A attached hereto and made a part hereof

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



TITLE PREMIUMS

TBD Commitment Fee	\$	300.00
TOTAL	\$	\$ 300.00

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

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

Page 1

Copyright © 2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT A
LEGAL DESCRIPTION

Lots 1, 2 and 3 of HOLWORTH MINOR SUBDIVISION located in the SE 1/4 NE 1/4 of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado as recorded at Reception No. 761875 of the records of said County
County of Morgan, State of Colorado.

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

010-01N ALTA Commitment for Title Insurance Exhibit A (07-01-2021)

Page 2

Copyright © 2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SC EDU E B – PART I
REQUIREMENTS**

All of the following Requirements must be met:

- ~~A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.~~
- ~~B. Pay the agreed amount for the estate or interest to be insured.~~
- ~~C. Pay the premiums, fees, and charges for the Policy to the Company.~~
- ~~D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.~~

~~i. _____~~

~~ii. _____~~

~~clause~~

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

END OF SC EDU E B – Part I

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

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

Page 3

Copyright © 2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B – PART II EXCEPTIONS

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

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

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

NOTE: Upon receipt of a satisfactory survey and final affidavits as shown in Schedule B - Section 1, Exceptions 1 through 4 will not appear on the Lender's Policy (if any) to be issued hereunder.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date of which all of the Schedule B, Part I - Requirements are met.

NOTE: Provided Equity Title Associates II, LLC conducts the closing of this transaction, Exception 5 will be deleted.

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

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2022 and subsequent years, a lien, not yet due or payable."

7. (a) Unpatented mining claims (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof (c) water rights, claims or title to water (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in United States Patent dated May 28, 1891, in [Book 38 at Page 282](#). 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.
9. Right of Way for US Highway 34, as presently in existence.
10. Terms and conditions as set forth in the Order, recorded May 6, 1907, as Reception No. [25157](#).

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

SC SCHEDULE B
PART II – EXCEPTIONS
(Continued)

11. Reservation of mineral interests, as described in Deed recorded August 2, 1927, as Reception No. [171233](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, encumbrances or reservations of interests that are not listed.
12. An Oil and Gas Lease, from Clarence M. Stanley and Mona R. Stanley, as Lessor(s) to Stanolind Oil and Gas Company, as Lessee(s), dated April 19, 1951, recorded September 22, 1951, as Reception No. [371818](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, encumbrances or reservations of interests that are not listed.
13. Reservation of mineral interests, as described in Deed recorded November 9, 1953, as Reception No. [391550](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, encumbrances or reservations of interests that are not listed.
14. Reservation of mineral interests, as described in Deed recorded June 2, 1959, as Reception No. [457444](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, encumbrances or reservations of interests that are not listed.
15. An Oil and Gas Lease, from Hein N. Sil and Thea M. Sil, as Lessor(s) to Forest Oil Corporation, as Lessee(s), dated April 3, 1962, recorded April 25, 1962, as Reception No. [491292](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, encumbrances or reservations of interests that are not listed.
16. Reservation of mineral interests, as described in Deed recorded September 14, 1970, as Reception No. [561394](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, encumbrances or reservations of interests that are not listed.
17. Easements, notes, covenants, restrictions and rights-of-way as shown on the Plat of Holworth Minor Subdivision, recorded May 14, 1997, in Book 7 at Page 98, as Reception No. [761875](#).
18. Terms and conditions as set forth in the Resolution, recorded May 14, 1997, as Reception No. [761876](#).
19. Terms and conditions as set forth in the Application for Colorado Certificates of Title, recorded March 22, 2022, as Reception No. [939467](#).
20. The land shall not be deemed to include any house trailer, manufactured home, mobile home or mobile dwelling on the land.
21. 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.) Fort Morgan Underground Facilities recorded November 22, 1989, in [Book 917 at Page 513](#).
 - c.) Public Service Company of Colorado recorded October 2, 1981, in [Book 821 at Page 514](#).
 - d.) Morgan County REA, recorded January 22, 1982, in [Book 825 at Page 656](#).

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

SC EDU E B
PART II – E CEPTIONS
(Continued)

END OF SC EDU E B – PART II

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

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

Page 6

Copyright © 2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

Orange Coast Title Family of Companies
PRIVACY POLICY

We are committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Our California Residents see attachments or you may visit our website at <https://titleadvantage.com/privacypolicy.htm> or call toll free at 1-866-866-8666. Only applies to CA residents

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Other Important Information

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

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

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

Your California Rights

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

Right to Know

You have the right to know:

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

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

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

Right of Deletion

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

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

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

Right to Opt-Out

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

Right of Non-Discrimination

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

California Minors

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

Collection Notice

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

Categories of Personal Information Collected

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

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

- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Categories of Sources

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

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

Business Purpose for Collection

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

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

Categories of Third Parties Shared

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

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

Sale Notice

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

Disclosure Notice

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

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

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

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

Email us at dataprivacy@octitle.com

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

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

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

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

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

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

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

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

Sharing practices

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

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company - II, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY ATTACHED
HERE TO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. §§ 10-1-101 TO 10-1-104**

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.

UTILITIES / ACCESS

Well Permits

Shared Well Agreement

Septic

Electric

Driveway Permits



Cheryl Brindisi <cbrindisi@co.morgan.co.us>

Myers brothers-Proposed Amended Plat

Fuller - DNR, Kathleen [REDACTED]

Tue, Aug 20, 2024 at 5:24 PM

To: Cheryl Brindisi <cbrindisi@co.morgan.co.us>

Cc: Jenafer Santos <jsantos@co.morgan.co.us>, Liliana Lopez <llopez@co.morgan.co.us>, Nicole Hay <nhay@co.morgan.co.us>

Hi Cheryl,

Thank you for the additional information. I asked around our office about the allowed use of well permit 280738-A in this somewhat unusual situation.

The well can be shared between lots, however, under statute the permit can only be used in "individual commercial businesses". In some cases, a commercial exempt well can be used on multiple properties as long as the businesses are in some way connected to each other. For example, maybe a motel and a restaurant are served by the same well and their business operations are linked together. In this case, it sounds like the various metal shops and associated businesses might be connected?

The well may additionally be used for household purposes within home(s) associated with the business, such as a on-site proprietor's residence, provided that the residential use is directly associated with the commercial business. It sounds like the three owners all live on site and support the business operations on the site.

Additionally, while our office would recommend that there be a robust well-sharing agreement in place (responsibility for repairs, electric cost, physical access, record keeping, etc), we would not have any role in enforcing a well-sharing agreement.

The well may not be used for any outdoor use, including landscape watering. The total amount of water diverted from the well is limited to 1 acre-foot per year (325,900 gallons per year). A totalizing meter must be installed on the well and diversion records maintained to ensure the annual limit is not exceeded.

Thank you,

Kate

[Quoted text hidden]

--

Kate Fuller

Water Resource Engineer



COLORADO
Division of Water Resources
Department of Natural Resources

P [REDACTED] x 8245

1313 Sherman St., Suite 821, Denver, CO 80203

[REDACTED] | dwr.colorado.gov

**OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES**

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

LR

WELL PERMIT NUMBER 280738
DIV. 1 WD 1 DES. BASIN MD

APPLICANT

JERRY A MYERS
15859 HWY 34
FORT MORGAN, CO 80701-

(970) 867-2486

APPROVED WELL LOCATION

MORGAN COUNTY
SE 1/4 NE 1/4 Section 3
Township 3 N Range 58 W Sixth P.M.

DISTANCES FROM SECTION LINES

2718 Ft. from South Section Line
560 Ft. from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: Northing:

REGISTRATION OF EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) Construction details for this existing well have not been provided to this office; therefore, it is not known if the construction of this well is in compliance with the Water Well Construction Rules, 2 CCR 402-2. The issuance of this permit does not relieve the well owner of responsibility or liability in the event contamination of the groundwater source results from the construction or use of this well, nor does the State Engineer assume any responsibility or liability should contamination occur.
- 3) Recorded pursuant to CRS 37-92-602(5), and the policy of the State Engineer, for historical use as indicated herein. This well produces 15 GPM, and is used for drinking and sanitary facilities as described in CRS 37-92-602(1)(c), in an individual commercial business (includes the business office and one single family dwelling operated as part of the business). Water from this well shall not be used for any uses outside the business building structure(s), including lawn or landscape irrigation, or animal watering.
- 4) Approved as the only well providing water to this business, which is on a 12.8 acre parcel, described as a portion of the NE 1/4 of Section 3, T 3 N. R 58 W, 6th P.M., Morgan County.
- 5) The annual amount of ground water to be appropriated shall not exceed one (1) acre-foot (325,850 gallons).
- 6) The date of first beneficial use, as claimed by the applicant, is December 31, 1951.
- 7) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 8) The return flow from the use of this well must be through a waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.

NOTE: This well was decreed as Well No. 1 in Division 1 Water Court case no. W-2983 and permit no. 25044-F was previously issued for this well on September 2, 1980. This well was decreed for 0.11 cfs (50 gallons per minute) for domestic and commercial use. At the date of the entry of this decree with the court on June 25, 1973, the well owner was: West Side Auto Parts. Applicant has submitted an affidavit of abandonment to downgrade this well from 50 gpm to qualify as an exempt commercial drinking and sanitary well. Permit no. 25044-F has been canceled.

NOTICE: This permit has been approved for historical use described as drinking and sanitary in a business office and one single family dwelling operated as part of the business. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.) JD 5-28-09

APPROVED
JD2

Dirk Wolfe

State Engineer

Jeff Deathy

By

Receipt No. 3637859A

DATE ISSUED 05-28-2009

EXPIRATION DATE

Form No. **STATE OF COLORADO**
OFFICE OF THE STATE ENGINEER
 GWS-12 818 Centennial Bldg., 1313 Sherman St., Denver, CO 80203
 6/2006 (303) 866-3581 Fax (303) 866-3589
 http://water.state.co.us/default.htm

For Office Use Only

RECEIVED

MAY 12 2009

WATER RESOURCES
 STATE ENGINEER
 COLO

REGISTRATION OF EXISTING WELL

NAME, ADDRESS AND PHONE OF THE WELL OWNER:

NAME(S) Jerry A Myers

MAILING ADDRESS
 15859 Hwy 34

CITY: Fort Morgan STATE: CO ZIP CODE: 80701

TELEPHONE NUMBER E-MAIL (OPTIONAL)

WELL LOCATION County Morgan Owner's Well Designation (optional)

(Address) (City) (State) (Zip)
 SE 1/4 of the NE 1/4, Sec. 3, Twp. 3 N. or S., Range 58 E. or W., 6 P.M.

Distance from Section Lines 2718 Ft N. or S. Line, 560 Ft E. or W. Line.

PLEASE ATTACH A COPY OF A CURRENT DEED FOR THE SUBJECT PARCEL

Subdivision Name _____, Lot _____, Block _____, Filing/Unit _____

Optional: GPS well location information in UTM format. The following GPS settings are required:
 Format must be UTM. Units must be in meters. Datum must be NAD83. Unit must be set to true north. Zone 12 or Zone 13

Easting _____

Was GPS unit checked for above items? YES NO

Northing _____

The well has historically been used for the following purpose(s): Household & office

Water from the well was first used beneficially by the original owner for the above described purposes on 1951

The total depth of this well is 110 feet

The pumping rate of this well is 15 gallons per minute.

The average annual amount of water diverted is 1 acre-feet.

The lawn and garden irrigated (watered) by water from this well is _____ Acre or Square feet.
 Number

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 23-3-104(13)(a). I have read the statements herein, know the contents thereof, and state that they are true to my knowledge.

Signature(s) of the Well Owner <i>Jerry A Myers</i>	Print Name and Title of Well Owner Jerry A Myers	Date
--	---	------

For Office Use Only

WE _____
 WR _____
 CWCB _____
 TOPO _____
 MYLAR _____

#3637859A
 5-26-09 Per conversation w/ Dona at Canfield, historic use is serving business and one dwelling at the business (business/owner occupied). JD

Div _____ WD _____ Basin _____ MD _____



RECEIVED

MAR 04 2009

WATER RESOURCES
STATE ENGINEER

Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO: Edward L. Zorn, 626 E. Platte Ave., Fort Morgan CO 80701
Prepared/Received by:

REQUEST FOR FULL / PARTIAL

RELEASE OF DEED OF TRUST AND RELEASE

(BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT)

July 15, 2006 Date
Jerry A. Myers and Arline D. Myers Original Grantor (Borrower)

Carroll Glen Holzworth aka Carroll G. Holzworth Original Beneficiary (Lender)
ARLON G. HOLZWORTH

August 15, 1997 Date of Deed of Trust
August 15, 1997 Date of Recording and/or
December 21, 1998 775044 Date of Assignment of DT
January 6, 1999 Date of Recording of Assign.
Morgan County of Recording

Book 1015 at Page 439

Book 1045 at Page 128

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF

MORGAN COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in that Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE ABOVE-DESCRIBED DEED OF TRUST. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: **IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE**

Carroll Glenn Holzworth Family Trust and Connie Hill, formerly known as Connie Holzworth
Name and Address of Current Owner and Holder of the Indebtedness Secured by Deed of Trust (Lender)

Name, Title and Address of Officer of Current Owner and Holder

Shannon Holzworth
Signature Shannon Holzworth, Co-Trustee

Connie Hill
Connie Hill, formerly known as Connie Holzworth

State of Colorado, County of *Weld* Morgan

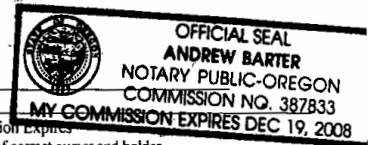
State of Oregon, County of *Oregon*

The foregoing Request for Release was acknowledged before me on *July 11, 2006* by *Shannon Holzworth, Co-Trustee of the Carroll Glenn Holzworth Family Trust.

The foregoing Request for Release was acknowledged before me on *July 11, 2006* by *Connie Hill, formerly known as Connie Holzworth.

Robert A. Sagel
Date Commission Expires

Andrew Barter
Date Commission Expires



*If applicable, insert title of officer and name of correct owner and holder

*If applicable, insert title of officer and name of correct owner and holder

RELEASE OF DEED OF TRUST

WHEREAS, the above referenced Grantor(s), by Deed of Trust, granted certain real property described in said Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current owner and holder of the said indebtedness;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the above-referenced County, do hereby fully and absolutely release, cancel and forever discharge said Deed of Trust or that portion of the real property described above in said Deed of Trust, together with all privileges and appurtenances thereto belonging.

RELEASED
AUG - 9 2006
Morgan County Public Trustee
Robert A. Sagel



Robert A. Sagel
Public Trustee
Deputy Public Trustee

(If applicable: Notary seal)

(If applicable, Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)



RECEIVED

MAR 04 2009

WATER RESOURCES
STATE ENGINEER

"For All Your Water Well & Pump Needs"
111 West Street • P.O. Box 519 • Fort Morgan, Colorado 80701
• Fax: (970) 867-0313

February 26, 2009

Colorado Division of Water Resources
1313 Sherman St Rm 818
Denver, CO 80203

To Whom It May Concern:

I am sending you the following:

- A permit application for Jerry Myers
- A Deed for the property
- A Check for the redrill fee

If you have any questions or need additional information please call.

Thanks
Canfield Drilling
By Dona



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

March 13, 2009

Bill Ritter, Jr.
Governor

Harris D. Sherman
Executive Director

Dick Wolfe, P.E.
Director

Jerry Myers
15859 Hwy 34
Fort Morgan, CO 80701

RE: Replacement Well Permit Application for Permit #25044-F,
Application Receipt No. 3637859

Dear Mr. Myers:

I have reviewed your application for a replacement well for permit no. 25044-F and need you to provide the following additional information:

- 1) Permit no. 25044-F was issued on September 2, 1980 for domestic and commercial uses and this well was also decreed in Division 1 Water Court Case no. W-2983 for the same uses. The operation of this well would require that the well be included in a water court approved plan for augmentation, however I am unable to identify a plan for augmentation that includes this well. If this well is included in an augmentation plan, please provide the case number of that decree. If the well is not included in an augmentation plan or substitute water supply plan, a replacement well permit cannot be issued.
- 2) If the well is included in an augmentation plan or substitute water supply plan, please identify if there are any other wells located within 600 feet of the proposed location of this well. If this well is within 600 feet of another well (not owned by you), then the replacement well cannot be moved any closer to any other existing well than the well it is replacing. The provisions of Colorado Revised Statute 37-90-137(2) prohibit the issuance of a permit for a well to be located within 600 feet of any existing well, unless the State Engineer finds that circumstances so warrant after a hearing held in accordance with the procedural rules in 2CCR 402-5. If you believe there are no other existing wells within 600 of this proposed well, you should submit a statement to this effect at the time the original permit application form is returned.
- 3) The proposed location of the well does not agree with the decreed location. The proposed location (1242 feet from the north section line and 58 feet from the west section line) would place the well in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$. The decreed location of the well is 2718 from the south section line and 560 feet from the east section line, which would place the well in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3. Please re-check your proposed well location and correct the proposed location to indicate the actual location of the well.
- 4) If the well is not included in an augmentation plan or substitute water supply plan, and the use of the well is limited to inside drinking and sanitary use in a business, it may be possible to issue a permit for this well if the historical and present operation

Office of the State Engineer

1313 Sherman Street, Suite 818 • Denver, CO 80203 • Phone: [REDACTED] • Fax: 303-866-3589

www.water.state.co.us

of this well is consistent with the State Engineer's Policy (#90-1) on Registering commercial use wells as "exempt" wells ("Exempt" meaning the well is exempt from administration in the water rights priority system.) A copy of this Policy is enclosed for your reference. If this well appears to comply with the terms of the Policy and you wish to register and replace this well as an exempt well, you will need to do the following things:

- a. Complete a Registration of Existing Well form (form GWS-12), an Existing Well Information and Inspection form (GWS-68), and a commercial well worksheet (GWS-57). All three forms are enclosed for your reference and are also available on our website at: www.water.state.co.us
- b. The existing non-exempt water right will need to be abandoned and the existing permit will be canceled upon issuance of a new permit. An affidavit of abandoned uses (copy enclosed) will need to be completed and returned with the above forms.
- c. The General Purpose application form needs to be modified to reflect a request for an exempt well, thus the pumping rate must be reduced to 15 gpm and the annual amount to be withdrawn must not exceed 1 acre-foot. Note that the \$100 fee you paid to submit the General Purpose form will be applied to the Registration form, thus no additional fee is required.
- d. The well location needs to be corrected on all forms as described in item #3 above.

As with any application, I cannot guarantee a permit can be issued until the above information is submitted and we have completed our evaluation.

Please be advised that the aforementioned criteria must be addressed and received by this office by May 13, 2009 to retain active status of the ground water well permit application. Information submitted after that date will require a new ground water well permit application and will be assessed the appropriate fee.

If you have any questions, please let me know.

Sincerely,



Jeff Deatherage, P.E.
Water Resource Engineer

/jd
Enclosure(s)

Cc: Dona at Canfield Drilling (without enclosures)

RECEIVED

MAY 12 2009

COMMERCIAL DRINKING AND SANITARY WELL WORKSHEET

Name and Type of Business Westside Auto Parts - Automobile Recycling

WATER RESOURCES
 STATE ENGINEER
 COLO

1. Is this application for a new well?

Yes

No If no, is this application for a change of use for an existing well?

Yes

Permit Number of well (if applicable) 25044-F

No

For wells used for drinking and sanitary purposes prior to May 8, 1972, a field inspection of the well to verify historic uses is required. See form GWS-12 *Registration of Existing Well* for further information.

2. Is another source of water available to the property? (i.e. water district or another well)

Yes If yes, indicate what this other source is _____ (name of water district or well permit number)

No

3. Type of disposal system:

<input checked="" type="checkbox"/>	Septic tank/absorption leach field
<input type="checkbox"/>	Central System (district name:)
<input type="checkbox"/>	Vault (location sewage hauled to:)
<input type="checkbox"/>	Other (attach copy of engineering design)

4. Water Demand Calculations (for average factors for water demand see below)

Employees

Number of Employees	X	Number of Gallons per Employee per Day	X	Number of Days Employee Works per Year	=	Gallons per Year
3	X	5	X	300	=	4500

A

Customers

Number of Customers per Day	X	Number of Gallons per Customer	X	Number of Days Business is Open per Year	=	Gallons per Year
6	X	1	X	300	=	1800

B

Other Uses (Note: No uses outside of the building would be permitted for these types of wells)

Type of Use	X	Gallons per Use per Day	X	Days per Year	=	Gallons per Year
None	X		X		=	

C

Total amount of water required:

=	Gallons per Year (A + B + C)
=	6300

For wells used for commercial drinking and sanitary purposes on and after May 8, 1972, the total water demand cannot exceed 108,600 gallons (1/3 of an acre-foot) per year.

For wells used for commercial drinking and sanitary purposes prior to May 8, 1972, the total water demand cannot exceed 325,900 gallons (1 acre-foot) per year.

General Guidelines for Water Demand in Gallons per Day

Day Workers at Offices - 15 gallons/person/day

Food Service Establishments (with toilet and kitchen wastes) - 10 gallons/patron/day

Churches (does not include food service) - 5 gallons/seat/day

Overnight Lodging - 50 gallons/customer/day

On-Site Proprietor of Overnight Lodging (i.e. on-site owner of a Bed & Breakfast) - 80 gallons/person/day

Additional water demand figures may be obtained from a private water consultant or from a technical reference on this subject.



EXISTING WELL INFORMATION AND INSPECTION FORM

Division of Water Resources, 1313 Sherman St., Rm 818, Denver, CO 80203
PLEASE COMPLETE THIS FORM IN BLACK INK

RECEIVED
MAY 12 2009

WATER RESOURCES
STATE ENGINEER
COLO

PERMIT NO: 25044-F RECEIPT NO: 3637859 DIV: _____ WD: _____

Existing Well Location: SE 1/4 of the NE 1/4, Sec. 3, Twp 3N, Rng 58W, 6 P.M.
2718 feet from N/S sec. line, 560 feet from the E/W sec. line; County Morgan

Existing well owner: Name: Jerry A Myers

Mailing Address: 15859 HWY 34

City/State/Zip Fort Morgan CO 80701

Telephone: _____

Description of parcel (subdivision, lot, blk, flg) _____ Size _____ ac

Existing well location and visual conditions: If stating no, please explain

Type of Existing Well: (Drilled) Hand Dug, Spring Well, Gallery Well, Gravel Pit, Other _____

Distance to nearest septic tank/sewer line (approximate) 110 feet

Distance to nearest leach field (approximate) 140 feet

Is the well in a clean and sanitary location? Yes

Is the well maintained in a clean and sanitary condition? Yes

Is the ground at the surface sloped away from the well for proper drainage? Yes

Is the surface surrounding the well firm and stable? Yes

Is the well situated in a well house or vault? Vault. If so, is the well house or vault in good repair and condition? Yes

Existing well construction and materials: If stating no, please explain

Is the well equipped with a sanitary well seal/cap? Yes

Is the well constructed with steel casing at the surface? Yes

Does the casing extend at least one (1) foot above the surface? Yes

Casing size 4" in; Estimated well depth 120 feet

Who constructed well? Unknown; Who installed pump? Unknown

Current uses of existing well: Were the existing uses initiated prior to May 8, 1972 _____

Household use in 2 single-family dwellings*

Watering of poultry and/or domestic animals

Watering of livestock on farm or ranch; approximately how many head? _____

Is this a feedlot? _____; How many head? _____

Lawn and/or garden _____ square feet

Crop Irrigation _____ acres

Fire Protection

Commercial exempt for _____

Other: _____

* Per info. from Dona at Camfield Drilling, historical use is in the business and one dwelling at the business. JD

Estimated date well constructed 1951; Estimated date pump installed 1951

Estimated date of first use 1951; Estimated flow rate 15 gpm

How many other wells are located on this parcel? 0; Uses: _____

Permit/Case Nos.: _____

Existing Well Owner Signature: Jerry A. Myers Date: 5-11-09

For Office Use Only

Has information above been verified? _____ If not, please note accordingly.

List any problems you have identified: (if none, please state so) _____

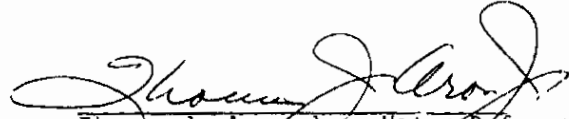
Date of inspection: _____ Phone Number: _____

Inspected by (print): _____ (signed): _____

Attach photo(s) if available or needed for further evaluation. Additional comments or information on back.

5. The date of appropriation: January 10, 1958
6. The amount of water: 0.11 cubic feet per second
7. The use of the water: Domestic and commercial

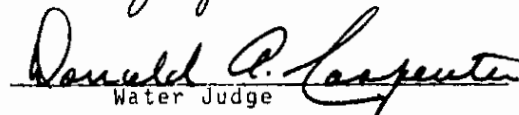
DATED this 25th day of June, 1973.



Thomas J. Arop, Jr., Water Referee
Water Division 1, State of Colorado

No protest was filed in this matter.
The foregoing Ruling is confirmed
and approved, and is made the
Judgment and Decree of this Court.

Dated: July 16, 1973



Donald A. Caspente
Water Judge

RECEIVED

MAY 12 2009

WATER RESOURCES
STATE ENGINEER
COLO



"For All Your Water Well & Pump Needs"
111 West Street • P.O. Box 519 • Fort Morgan, Colorado 80701



May 11, 2009

Colorado Division of Water Resources
1313 Sherman St Room 818
Denver CO 80203

Attn: Jeff Deatherage

Jeff,

I am returning the application for Jerry Myers. If you need anything additional please contact me.

Thanks
Canfield Drilling Co
By Dona

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St.
Denver, Colorado 80203

RECEIVED
JUL 25 1980

TYPE OR
PRINT IN BLACK INK
COPY OF ACCEPTED
STATEMENT MAILED
ON REQUEST.

STATE OF COLORADO

COUNTY OF Morgan

SS.

AFFIDAVIT

WATER ENGINEER
STATE ENGINEER

CANCELED - SEE 280738
5-28-2009 JD2

STATEMENT OF BENEFICIAL USE OF GROUND WATER
AMENDMENT OF EXISTING RECORD
 LATE REGISTRATION

25044-F

PERMIT NUMBER Late Registration of Case #W-2983
LOCATION OF WELL

THE AFFIANT(S) West Side Auto Parts
whose mailing address is 15859 Hwy 34 (Route 2)

County Morgan

City Fort Morgan Colorado 80701
(STATE) (ZIP)

SE 1/4 of the NE 1/4 Section 3
Twp. 3 N, Rng. 58 W, 6th P.M.

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above, at distances of 1242 feet from the North section line and 560 feet from the West section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 10 day of JANUARY, 1958; the maximum sustained pumping rate of the well is 49.5 gallons per minute, the pumping rate claimed hereby is 49.5 gallons per minute; the total depth of the well is 112 feet; the average annual amount of water to be diverted is 3.5 acre-feet; for which claim is hereby made for Domestic and Commercial purpose(s); the legal description of the land on which the water from this well is used is SE - NE - 3 - 34 - 58 W Morgan County of which

less than 1 acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) [Signature]

6563

Subscribed and sworn to before me on this 24th day of July, 1980

My Commission expires: August 31, 1980
[Signature]
NOTARY PUBLIC

FOR OFFICE USE ONLY	
Court Case No.	<u>W-2983</u>
Prior	Mo. Day Yr.
Div.	<u>1</u> <u>44</u>
Sec.	<u>3</u> % % %
Well Use	<u>4</u>
Dist.	<u>01</u> Basin Man. Dis

ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

ACCEPTED FOR FILING
BY THE OFFICE OF
THE STATE ENGINEER
ACCORDING TO THE
DECREE GRANTED UNDER
CASE NO. W-2983
WATER DIVISION 1
PURSUANT TO SECTION
37-92-304 (B), CRS
1977
DATE SEP 02 1980

CANCELED - SEE 280738
5-28-2009 JD2

SEP 02 1980
DATE

BY

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

LIC

WELL PERMIT NUMBER 280738 - A
DIV. 1 WD1 DES. BASIN MD

APPLICANT

JERRY A MYERS
15859 HWY 34
FORT MORGAN, CO 80701-

(970) 867-2486

APPROVED WELL LOCATION

MORGAN COUNTY
SE 1/4 NE 1/4 Section 3
Township 3 N Range 58 W Sixth P.M.

DISTANCES FROM SECTION LINES

1242 Ft. from North Section Line
58 Ft. from West Section Line

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: Northing:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

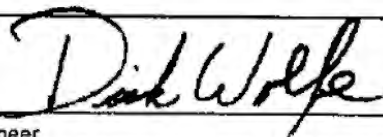
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(c) for the relocation of an existing well, permit no. 280738. The old well must be plugged in accordance with Rule 16 of the Water Well Construction Rules within ninety (90) days of completion of the new well. The enclosed Well Abandonment Report form must be completed and submitted to affirm that the old well was plugged.
- 4) The use of this well is limited to drinking and sanitary facilities as described in CRS 37-92-602(1)(c), in an individual commercial business (includes the business office and one single family dwelling operated as part of the business). Water from this well shall not be used for any uses outside the business building structure(s), including lawn or landscape irrigation, or animal watering.
- 5) Approved as the only well providing water to this business, which is on a 12.8 acre parcel, described as a portion of the NE 1/4 of Section 3, T 3 N, R 58 W, 6th P.M., Morgan County.
- 6) The pumping rate of this well shall not exceed 15 gpm.
- 7) The annual amount of ground water to be appropriated shall not exceed one (1) acre-foot (325,850 gallons).
- 8) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 9) The return flow from the use of this well must be through a waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 10) This well shall be constructed not more than 200 feet from the location specified on this permit.

NOTE: This permit will expire on the expiration date unless the well is constructed by that date. A Well Construction and Test Report (GWS-31) must be submitted to the Division of Water Resources to verify the well has been constructed. An extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://www.water.state.co.us/pubs/forms.asp>

JD 5-28-09

APPROVED
JD2



State Engineer



By

Receipt No. 3637859

DATE ISSUED 05-28-2009

EXPIRATION DATE 05-28-2011

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
 1313 SHERMAN ST., RM 818, DENVER, CO 80203
 phone - info: (303) 866-3587 main: (303) 866-3581
 fax: (303) 866-3589 http://www.water.state.co.us

Office Use Only Form GWS-45 (3/2003)

RECEIVED **RECEIVED**

MAR 04 2009 **MAY 12 2009**

WATER RESOURCES **WATER RESOURCES**
STATE ENGINEER **STATE ENGINEER**
COLO

GENERAL PURPOSE
Water Well Permit Application
 Review instructions on reverse side prior to completing form.
 The form must be completed in black ink.

1. Applicant Information
 Name of applicant: **JERRY A. MYERS**
 Mailing address: **15859 HWY 34**
 City: **FORT MORGAN** State: **CO** Zip code: **80701**
 Telephone #

2. Type Of Application (check applicable boxes)

Construct new well Use existing well
 Replace existing well Change or increase use
 Change source (aquifer) Reapplication (expired permit)
 Other:

3. Refer To (if applicable)

Well permit #: **25044F** Water Court case #: **W2983**
 Designated Basin Determination # _____ Well name or # _____

4. Location Of Proposed Well

County: **Morgan** **SE** 1/4 of the **NE** 1/4

Section: **3** Township: **3** N or S: N S Range: **58** E or W: E W Principal Meridian: **6**

Distance of well from section lines (section lines are typically not property lines)
2718-1242 Ft. from N S **58 560** Ft. from E W
 For replacement wells only - distance and direction from old well to new well
10 feet **East** direction
 Well location address (if applicable)

Optional: GPS well location information in UTM format
 Required settings for GPS units are as follows:

Format must be UTM
 Zone must be 13
 Units must be Meters
 Datum must be NAD27 (CONUS)
 Unit must be set to true north
 Were points averaged? YES NO

Northing _____
 Easting _____

5. Parcel On Which Well Will Be Located

A. Legal Description (may be provided as an attachment):

B. # of acres in parcel: **12.8** C. Owner: **Same as #1**

D. Will this be the only well on this parcel? YES NO (if no - list other wells)

E. State Parcel ID# (optional):

6. Use Of Well (check applicable boxes)

Attach a detailed description of uses applied for.

Industrial Other (describe): **Domestic-Exempt**
 Municipal
 Irrigation
 Commercial

7. Well Data (proposed)

Maximum pumping rate: **49.5 15** gpm Annual amount to be withdrawn: **3.5** / acre-feet
 Total depth: **112** feet Aquifer: **ALLUVIUM**

8. Land On Which Ground Water Will Be Used

A. Legal Description (may be provided as an attachment):

(If used for crop irrigation, attach a scaled map that shows irrigated area.)

B. # Acres: **12.8** C. Owner: **Same as #1**

D. List any other wells or water rights used on this land:

9. Proposed Well Driller License #(optional):

10. Signature Of Applicant(s) Or Authorized Agent
 The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign here (Must be original signature) _____ Date _____
Jerry A Myers
 Print name & title: **Jerry A. Myers Owner**

Office Use Only

USGS map name _____ DWR map no. _____ Surface elev. _____

Receipt area only

Trans Number: 3637859
 3/4/2009 9:33:18 AM
 Mike Corrigan (15)
 Total Trans Amt: \$100.00
 CREDIT CARD
 Tender Amount: \$100.00

WE _____
 WR _____
 CWCB _____
 TOPO _____
 MYLAR _____
 SBS _____

WDID 0108940

DIV 1 WD 1 BA _____ MD _____

Shared well water agreement

This Agreement, made and entered into this 22nd day of August, 2024 by and between Steven Myers, party of the first part and referred to as A supplied party), and Terry Myers, party of the second part and referred to as the supplying party. And Randy Myers ,party of the third part also known as a supplied party:

That whereas, the supplying party is the owner of Parcel 2, Located in the county of Morgan, State of Colorado, more fully described as follows to wit: Lots 1, 2 and 3 of Holzworth minor subdivision, being a part of the northeast quarter of section 3, township 3 north, range 58 west of the P.M. county of Morgan, State of CO

Whereas, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an agreement has been reached relative to supplying water from the well and the cost of supplying said water; and there is a well upon parcel 2, together with water distribution facilities, hereinafter referred to as “ water distribution system”, for the purpose of supplying water to all properties connected to said water distribution system.

Now therefore, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on parcel 2 shall be used by the parties to this agreement as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this agreement is terminated, as herein provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with other parties to this agreement, to draw water from the well located on parcel 2 for domestic use.

2. That the owners or residents of the dwellings located on parcels 1 and 3 as of the date of this agreement shall:

A: Pay or cause to be paid to the supplying party, an annual fee for the use of the well and water distribution system;

B: Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by 3, it being understood that the supplying party and the supplied parties shall pay an equal to one third of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping and repairs and maintenance on said well and water distribution system.

3: That each of the parties hereby agrees that they will promptly repair, maintain or replace all water pipes or mains serving their respective dwellings.

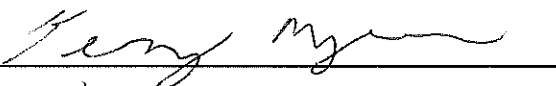
4: That the consent of all parties to pay a proportional share of costs shall be obtained prior to embarking on expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties shall be considered in the event the parties cannot agree regarding the said expenditures and the arbitrator's decision shall be definitive.

5. That each of the parties to this agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as reasonably necessary for maintenance of the well, water pipes, pumping equipment and wiring with the purposes of this agreement.
6. That no party may install landscaping or improvements that will impair the use of said easements.
7. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water on demand.
8. That only the parcels of real estate herein above described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment.
9. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event another water source shall become available to the respective parcels, then the rights and obligations of the parties created by this agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
10. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the well agreement have executed and filed a written statement of termination at the office of the register deeds of the county of Morgan, State of Colorado. Upon termination of participation in this agreement, . The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The cost of disconnection from the well and water system shall be borne by the owner of the pertinent parcel..


In witness whereof, all parties have read and agree to the terms of this Shared Well agreement as written.

1. Steven Myers 

Date 8/25/24

2. Terry Myers 

Date 8/25/24

3. Randy Myers 

Date 8/25/24



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

March 7, 2024

Steve Myers
15859 U.S. Hwy. 34
Fort Morgan, CO 80701

Dear Mr. Myers:

Northeast Colorado Health Department (NCHD) has no objection to the Myers' Plat amendment to the Holzworth Minor Sub-division consisting of three lots located part of the SE1/4 of the NE1/4 of Section 3, Township 3N, Range 58W of the 6th P.M., Morgan County, Colorado. Total acres involved are approximately 12.22 acres.

Lot 1A will be 3.37 acres approximately. Structures within said lot include a residence at 15859 US Hwy. 34, Fort Morgan, CO 80701, with metal garage, and will gain a metal building following the plat amendment. Potable water is supplied by a shared private well. A permit for the existing Onsite Wastewater Treatment System (OWTS) was not found. The current system may continue to be used until it ceases to operate properly. Upon system failure, it must be replaced with a permitted system placed entirely within the parameters of Lot 1. The OWTS replacement system must meet all NCHD requirements.

Lot 2A will be approximately 5.33 acres. This lot contains the private potable water well which supplies all three lots of the subdivision. In addition, are a metal shed, a metal garage, and a metal business building, containing 3-bedroom residence. The garage and house share a permitted OWTS (M19-54)

Lot 3A will be 3.52 acres more or less. On this lot exists a four-bedroom residence and a shop which share an existing OWTS (M07-014). Potable water is supplied by the shared private well.

If existing septic systems fail to operate properly, the owner(s) shall obtain from this office, necessary applications for permits to repair/replace an individual sewage disposal and remit the appropriate fee(s). Construction of the septic system shall conform to all Northeast Colorado Health Department Onsite Wastewater Treatment System Regulations. Including, but not limited to size requirements, setback distances from wells, irrigation ditches, creeks, buildings, property lines and other septic systems.

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

Sincerely,

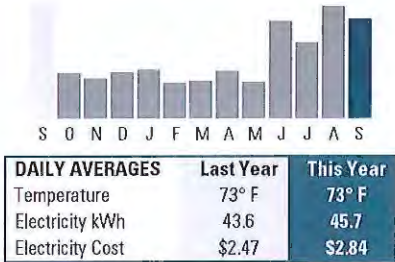
A handwritten signature in black ink, appearing to read "Elissa Groves", written over a horizontal line.

Elissa Groves
Environmental Health Specialist
Northeast Colorado Health Department



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
RANDY A MYERS 15859 HIGHWAY 34 FORT MORGAN CO 80701-8306	53-0659874-1	09/30/2024	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	893527185	09/10/2024	\$160.79

YOUR MONTHLY ELECTRICITY USAGE



SERVICE ADDRESS: 15859 HIGHWAY 34 FORT MORGAN, CO 80701-8306
 NEXT READ DATE: 10/11/24

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304088791
 INVOICE NUMBER: 1129558852

METER READING INFORMATION

METER 324666621			
Read Dates: 08/14/24 - 09/10/24 (27 Days)			
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	32185 Actual	30951 Actual	1234 kWh

ELECTRICITY CHARGES

RATE: R Residential General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$7.10
Summer Season	1234 kWh	\$0.103800	\$128.09
Trans Cost Adj	1234 kWh	\$0.004700	\$5.80
ECA Q3	1234 kWh	\$0.026620	\$32.85
Demand Side Mgmt	1234 kWh	\$0.008330	\$10.28
Purch Cap Cost Adj	1234 kWh	\$0.005370	\$6.63
Trans Elec Plan	1234 kWh	\$0.000690	\$0.85
RDA	1234 kWh	-\$0.002050	-\$2.53 CR
Renew. Energy Std Adj			\$1.89
Colo Energy Plan Adj			\$1.89
Energy Assistance Chg			\$0.79
Total			\$193.64

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	CHARGE
Solar*Rewards Community Solar	
Production Credit	
Solar Production Period	August 2024
SRC042364 Production Credit	1371.07 kWh x -0.085360
Total	-\$117.03 CR

Premises Total

\$76.61



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today! There are three ways to contribute:



1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. CHECK THE RED BOX on the front-left side of this payment stub AND select a tax-deductible contribution below.
MONTHLY DONATION:
 \$20 ___ \$10 ___ \$5 ___ Other _____
3. Make a one-time, tax-deductible contribution of \$ _____
 Enclose this form with your Xcel Energy payment. Or, mail to:
ATTN PAR Dept., PO BOX 8, EAU CLAIRE, WI 54702-0008
 (Please make your check payable to Energy Outreach Colorado.)

Customers that choose to donate will have account information securely shared with Energy Outreach Colorado for tax purposes only.





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
RANDY A MYERS 15859 HIGHWAY 34 FORT MORGAN CO 80701-8306	53-0659874-1	09/30/2024	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	893527185	09/10/2024	\$160.79



STAY SAFE. CALL 811 BEFORE YOU DIG.

Whether it's a major project or just some gardening, be sure to call 811 before any digging. It's smart. It's easy. And it helps keep everyone safe.

For more information visit xcelenergy.com/Safety.



052164 2/4



THE SUN IS VERY HOT.

And you can use it to add a little bit of extra warmth by opening the blinds on sunny days. Or close them to help cool things off.

To find more ways to save energy, visit xcelenergy.com/EnergySavingTips.

09/10/2024

53-0659874-1



SERVICE ADDRESS	ACCOUNT NUMBER	DUE DATE	
WESTSIDE CUSTOMS 15859 US HIGHWAY 34 FT MORGAN, CO 80701-8306	53-0659899-0	03/06/2024	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	865069088	02/14/2024	\$482.32

DAILY AVERAGES	Last Year	This Year
Temperature	20° F	34° F
Electricity kWh	137.2	146.3
Electricity Cost	\$16.71	\$17.23

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Please Call: 1-800-481-4700
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

SUMMARY OF CURRENT CHARGES (detailed charges begin on page 2)

Electricity Service	01/15/24 - 02/12/24	4097 kWh	\$482.32
Current Charges			\$482.32

ACCOUNT BALANCE (Balance de su cuenta)

Previous Balance	As of 01/15	\$550.49
Payment Received	Auto Pay 02/05	-\$550.49 CR
Balance Forward		\$0.00
Current Charges		\$482.32
Amount Due (Cantidad a pagar)		\$482.32

INFORMATION ABOUT YOUR BILL

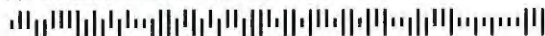
Thank you for your payment.

RETURN BOTTOM PORTION WITH PAYMENT ONLY • PLEASE DO NOT INCLUDE OTHER REQUESTS • SEE BACK OF BILL FOR CONTACT METHODS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

AV 01 025945 09587H117 A**5DGT



WESTSIDE CUSTOMS
 15859 US HIGHWAY 34
 FT MORGAN CO 80701-8306

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-0659899-0	03/06/2024	\$482.32	Automated Bank Payment

Your bill is paid through an automated bank payment plan.

MARCH						
S	M	T	W	T	F	S
			6	7	8	9
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

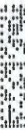


XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477



31 53030624 06598990 0000004823200000048232

025945 1/4





SERVICE ADDRESS	ACCOUNT NUMBER	DUE DATE	
WESTSIDE CUSTOMS 15859 US HIGHWAY 34 FT MORGAN, CO 80701-8306	53-0659899-0	03/06/2024	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	865069088	02/14/2024	\$482.32

SERVICE ADDRESS: 15859 US HIGHWAY 34 FT MORGAN, CO 80701-8306
 NEXT READ DATE: 03/15/24

ELECTRICITY SERVICE DETAILS

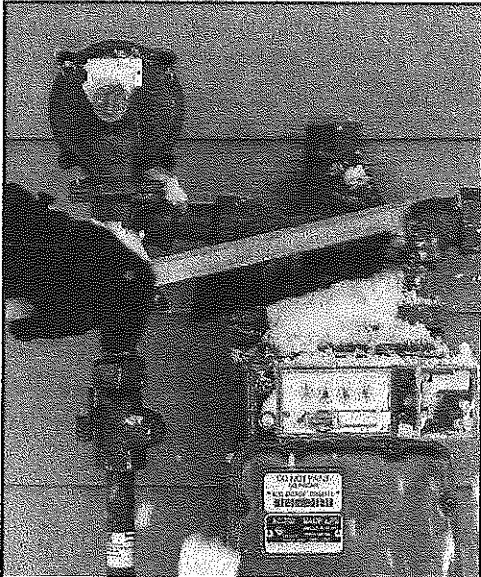
PREMISES NUMBER: 301101482
 INVOICE NUMBER: 1090015295

METER READING INFORMATION			
METER 331283638		Read Dates: 01/15/24 - 02/12/24 (28 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	132108 Actual	128011 Actual	4097 kWh
Demand	Estimate		15.633 kW
Billable Demand			16 kW

ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$11.68
Commercial Service	4097 kWh	\$0.053140	\$217.71
Trans Cost Adj	877.93 kWh	\$0.001800	\$1.58
Trans Cost Adj	3219.07 kWh	\$0.002400	\$7.73
ECA Q1	4097 kWh	\$0.025400	\$104.06
Demand Side Mgmt	4097 kWh	\$0.005890	\$24.13
Purch Cap Cost Adj	4097 kWh	\$0.004510	\$18.48
GRSA E	4097 kWh	\$0.013620	\$55.80
Trans Elec Plan	4097 kWh	\$0.001170	\$4.79
RDA	4097 kWh	-\$0.001310	-\$5.37 CR
EGCRR	4097 kWh	\$0.004530	\$18.56
Renew. Energy Std Adj			\$4.40
Colo Energy Plan Adj			\$4.40
Energy Assistance Chg			\$0.79
Subtotal			\$468.74
Sales Tax			\$13.58
Total			\$482.32



A CLEAR GAS METER IS A SAFE GAS METER.

If it snows on your meter, brush it off gently to avoid icy build-up that can dangerously interfere with the flow of natural gas to and from your meter. Additionally, carefully shovel around your meter to maintain a clear path to allow quick access in an emergency.

Learn more at xcelenergy.com/Safety.

TOGETHER WE POWER STABILITY.

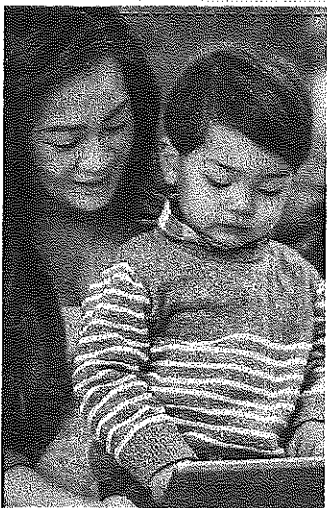
Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today! There are three ways to contribute:



ENERGY OUTREACH COLORADO

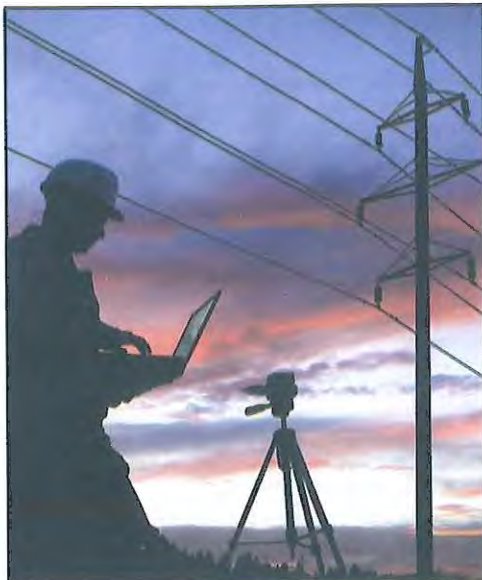
1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
 2. **CHECK THE RED BOX** on the front-left side of this payment stub AND select a tax-deductible contribution below.
MONTHLY DONATION:
 \$20 ___ \$10 ___ \$5 ___ Other _____
 3. Make a one-time, tax-deductible contribution of \$ _____
- Enclose this form with your Xcel Energy payment. Or, mail to:
ATTN PAR Dept., PO BOX 8, EAU CLAIRE, WI 54702-0008
 (Please make your check payable to Energy Outreach Colorado.)

Customers that choose to donate will have account information securely shared with Energy Outreach Colorado for tax purposes only.





SERVICE ADDRESS	ACCOUNT NUMBER	DUE DATE	
WESTSIDE CUSTOMS 15859 US HIGHWAY 34 FT MORGAN, CO 80701-8306	53-0659899-0	03/06/2024	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	865069088	02/14/2024	\$482.32



INFORMATION ABOUT YOUR BILL

This bill reflects an estimate. Actual charges will be billed once a meter reading is established. If you feel this estimate is above or below your average billing, please contact us at 1-800-481-4700.

HOW TO MANAGE YOUR BILL

It's the perfect time to learn about ways to manage your energy payments.

Check out xcelenergy.com/MyBill.

2138

025945 2/4



UPGRADE TO HEAT PUMPS AND SAVE!

Many businesses are switching to heat pumps over gas furnaces.

Our prescriptive rebates help to offset the initial cost of energy-efficient equipment. A high efficiency heat pump will likely save your business money on future bills. (Rebates vary by equipment and criteria.)

For more information on our prescriptive heat pump rebates, scan the QR code below:



02/14/2024

53-0659899-0

SAFETY REMINDERS (Available 24 hours, 7 days a week)

Electric Emergencies: **800-895-1999**

Natural Gas Emergencies: **800-895-2999**

Call Before You Dig: **811**

CONVENIENT WAYS TO PAY YOUR BILL

Standard Payment Options (no fees apply):

- **My Account:** View and pay your bill using our mobile app, see your energy use and access your account information.
- **Auto Pay:** Automatically pay your bill directly from your bank account.
- **Pay Online:** View and pay your bill online using MyCheckFree.
- **Pay by Phone:** Make your payment from your checking or savings account with a phone call to **800-895-4999**.

Colorado Energy Plan Adjustment

(Colo Energy Plan Adj): funds voluntary early retirement for Xcel Energy's coal-fired power plants as part of our plan to cut carbon emissions by 2030 and provide net-zero energy by 2050.

Demand Charge: recovers costs to produce and deliver power to you, including the costs of poles and wires, transmission and distribution facilities in the power grid.

Demand Peak Day Quantity (or Demand PDO): this charge is for large commercial and industrial customers only. It's a measurement of their highest daily use of electricity during a monthly billing cycle.

Demand-Side Management Cost Adjustment (Demand Side Mgmt): recovers costs of energy efficiency and conservation programs that encourage customers to reduce their energy use. If you receive electricity and natural gas from us you will see two charges.

Energy Assistance Charge: Required by House Bill 21-1105, we collect and remit this monthly charge to Energy Outreach Colorado for bill assistance for income-qualified customers. If you receive electricity and natural gas from us you will see two charges. If you're struggling to pay your utility bills, you might qualify for exemption from a monthly charge related to energy assistance and be eligible for utility bill payment assistance. Please call 1-866-HEAT-HELP to see if you qualify. You may request to opt out of this charge by calling 800-895-4999.

Si tiene dificultades para pagar sus facturas de energía, es posible que reúna los requisitos para recibir asistencia para pagar sus facturas y que sea elegible para la exención del cargo por asistencia energética Llame al 1-866-HEAT-HELP (1-866-432-8435) para ver si califica para recibir asistencia.

Electric Commodity Adjustment (ECA): recovers the cost of fuel used to generate the electricity you use. We pass on the wholesale cost to customers without a markup. Costs are adjusted on a quarterly basis to reflect market conditions.

Energy Charge: the variable costs of producing energy not collected through quarterly commodity adjustments.

Extraordinary Gas Cost Recovery Rider (EGCRR): recovers the market cost of natural gas delivered to Colorado customers during Winter Storm Uri (February 2021). It will appear on bills for 30 months from August 2022 to January 2025. If you also receive natural gas service from us, you will see two EGCRR charges on your bill.

- **Pay by Mail:** Return the enclosed pre-addressed envelope to **Xcel Energy, PO Box 9477, Minneapolis, MN 55484-9477**. Include the attached bill stub for faster processing along with your payment. Apply proper postage.

Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Other Payment Options

Third-Party processing fees will apply. Xcel Energy does not collect or benefit from these fees:

- **Credit/Debit Card Payment:** To pay with your card, use **MyAccount** or **eBill** or call **833-660-1385**.
- **Pay Stations:** Visit xcelenergy.com/Billing to find an in-person location near you.

GLOSSARY

Franchise Fee: this surcharge pays cities and counties for the right to use public streets to provide utility services. We collect the surcharges and pass them to your city and county.

Gas Cost Adjustment (Gas Cost Adj): recovers the cost of natural gas purchased and delivered to you, including natural gas fuel, upstream transportation and storage services. We pass on the wholesale cost to customers without a markup. Costs are adjusted on a quarterly basis to reflect market conditions.

General Rates: your base rate charge, which includes the Service and Facility Charge, metering charges, a Demand Charge (if applicable), plus either an Energy Charge for electric service or the Usage Charge for gas service, as applicable.

General Rate Schedule Adjustments (GRSA): a percentage amount of your bill calculated for base rate charges, including the Service and Facility Charge, the Energy or Usage Charge and the Demand or Capacity Charge. The adjustment can be positive or negative and is applied to your electric and/or natural gas bill. For electric bills, this is not applied to residential or small commercial customers.

GRSA-Energy (GRSA-E): explained above, applied as dollars per kilowatt hour.

GRSA-Pipeline System Integrity Adjustment (GRSA-PI): recovers the cost of natural gas pipeline safety programs and initiatives.

Interstate Pipeline: reflects Xcel Energy's payments to interstate pipelines and storage facility operators to deliver natural gas into Xcel Energy's gas system. The Federal Energy Regulatory Commission regulates these upstream services and the rates charged to Xcel Energy.

Kilowatt Hour (kWh): Measures the amount of electricity you use.

Late Payment Charge: we assess a late payment charge on any unpaid balance exceeding \$50.00. For residential customers, a late payment charge of 1% per month is applied. For commercial customers, a 1.5% late payment charge will be assessed.

Load Meter Charge: a flat monthly charge for those with customer-owned generation in parallel with Xcel Energy's system. This fee is for the cost of the meter needed for these accounts.

Natural Gas: reflects our cost to purchase natural gas fuel at market prices as approved by the Colorado Public Utilities Commission.

Production Meter Charge: a flat monthly charge for customers who have on-site power generation, like rooftop solar, and are connected to Xcel Energy's system. This fee is for the cost of the meter needed for these accounts.

Purchased Capacity Cost Adjustment (Purchased Cap Cost Adj): the cost to purchase electric generation from other suppliers.

Renewable Energy Standard Adjustment (Renew Energy Std Adj): a base rate charge which represents 1% of an electric bill and funds renewable energy programs as required by Colorado law under which utilities must generate or purchase increasing portions of their electricity from sun, wind or biomass.

Revenue Decoupling Adjustment: supports a program designed to encourage conservation without penalizing the energy provider for the reduction of electricity use. Adjusted quarterly, customers will either see a bill credit or a surcharge not to exceed 3% of your overall bill.

Service & Facility Charge: a flat monthly charge for the meter on your home, having the meter read, billing support and customer service needs.

Time-of-Use Rates: electricity use charges for customers on our time-differentiated pricing plan. Electricity pricing varies depending on when you use it. The On-Peak period is 3-7 p.m., weekdays except holidays; Mid-Peak is 1-3 p.m., weekdays except holidays; Off-Peak is all other hours.

Therm: Measures your natural gas use. One therm is equal to 100 cubic feet of natural gas. A dekatherm is 10 therms.

Therm Multiplier: natural gas usage is measured in therms. This is the conversion from the volume of natural gas (cubic feet) to energy use (therms).

Transmission Cost Adjustment (Trans Cost Adj): recovers transmission investments for infrastructure to carry electricity from a power plant to your home and business.

Transportation Electrification Plan Adjustment (Trans Elec Plan): funds programs to and to help customers unlock the benefits of electric transportation.

Usage Charge: this charge covers the costs for providing natural gas service, including moving natural gas through pipelines and storage to your home or business, that are not recovered through other charges.

RESOURCES TO BETTER UNDERSTAND YOUR BILL

Find more information online about ways to pay and manage your bill, how to read your bill, energy assistance programs and more. Bills are even easier online. Go paperless. Download our Mobile App to manage your bill with ease and when you're on the go. Available now in the Apple Store and in Google Play.

Billing summary note: depending on the date your bill was calculated, you may see a line item included twice, showing different quarterly adjustments.





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
RANDY A MYERS 15859 HIGHWAY 34 FORT MORGAN CO 80701-8306	53-0659874-1	06/04/2024	
	STATEMENT NUMBER	STATEMENT DATE	CREDIT AMOUNT
	877382122	05/14/2024	-\$56.62 CR

SERVICE ADDRESS: 15859 HIGHWAY 34 FORT MORGAN, CO 80701-8306
 NEXT READ DATE: 06/13/24

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304088791
 INVOICE NUMBER: 1106494619

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	52° F	51° F
Electricity kWh	20.8	15.7
Electricity Cost	-\$0.31	-\$1.39

METER READING INFORMATION			
METER 324666621	Read Dates: 04/15/24 - 05/14/24 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	27395 Actual	26940 Actual	455 kWh

ELECTRICITY CHARGES **RATE: R Residential General**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$6.68
Winter Season	219.66 kWh	\$0.085700	\$18.82
Winter Season	235.34 kWh	\$0.071360	\$16.79
Trans Cost Adj	455 kWh	\$0.002870	\$1.31
ECA Q2	455 kWh	\$0.027840	\$12.67
Demand Side Mgmt	455 kWh	\$0.007020	\$3.19
Purch Cap Cost Adj	455 kWh	\$0.005370	\$2.44
GRSA E	235.34 kWh	\$0.014630	\$3.44
Trans Elec Plan	455 kWh	\$0.000690	\$0.31
EGCRR	455 kWh	\$0.002390	\$1.08
Renew. Energy Std Adj			\$0.67
Colo Energy Plan Adj			\$0.67
Energy Assistance Chg			\$0.79
Total			\$68.86

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	CHARGE
Solar*Rewards Community Solar	
Production Credit	
Solar Production Period	April 2024
SRC042364 Production Credit	1280.63 kWh x -0.085360
Total	-\$109.31 CR



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today! There are three ways to contribute:



**ENERGY
OUTREACH
COLORADO**

1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
 2. **CHECK THE RED BOX** on the front-left side of this payment stub AND select a tax-deductible contribution below.
MONTHLY DONATION:
 \$20 _____ \$10 _____ \$5 _____ Other _____
 3. Make a one-time, tax-deductible contribution of \$ _____
- Enclose this form with your Xcel Energy payment. Or, mail to:
ATTN PAR Dept., PO BOX 8, EAU CLAIRE, WI 54702-0008
 (Please make your check payable to Energy Outreach Colorado.)

Customers that choose to donate will have account information securely shared with Energy Outreach Colorado for tax purposes only.





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
RANDY A MYERS 15859 HIGHWAY 34 FORT MORGAN CO 80701-8306	53-0659874-1	06/04/2024	
	STATEMENT NUMBER	STATEMENT DATE	CREDIT AMOUNT
	877382122	05/14/2024	-\$56.62 CR

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Call Mon - Fri 7 a.m.-7 p.m. or Sat 9 a.m.-5 p.m.
 Please Call: 1-800-895-4999
 Español: 1-800-687-8778
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 04/15	-\$16.17 CR
No Payments Received		\$0.00
Balance Forward		-\$16.17 CR
Current Charges		-\$40.45 CR
Amount Due <i>(Cantidad a pagar)</i>		-\$56.62 CR



PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
304088791	15859 HIGHWAY 34		-\$40.45 CR
Total			-\$40.45 CR

INFORMATION ABOUT YOUR BILL

No amount due at this time.

RETURN BOTTOM PORTION WITH PAYMENT ONLY • PLEASE DO NOT INCLUDE OTHER REQUESTS • SEE BACK OF BILL FOR CONTACT METHODS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

ACCOUNT NUMBER	DUE DATE	CREDIT AMOUNT	AMOUNT ENCLOSED
53-0659874-1	06/04/2024	-\$56.62 CR	Credit Do Not Pay

No payment is due this month.

JUNE						
S	M	T	W	T	F	S
		4	5	6	7	1
2	3	11	12	13	14	8
9	10	18	19	20	21	15
16	17	25	26	27	28	22
23	24					29
30						

----- manifest line -----



RANDY A MYERS
 15859 HIGHWAY 34
 FORT MORGAN CO 80701-8306



XCEL ENERGY
 P.O. BOX 660553
 DALLAS TX 75266-0553





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
JERRY A MYERS ARLINE D MYERS 15935 US HIGHWAY 34 FORT MORGAN CO 80701-8306	53-8664435-9	06/04/2024
	STATEMENT NUMBER	STATEMENT DATE
	877445552	05/14/2024
		CREDIT AMOUNT
		-\$27.54 CR

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Call Mon - Fri 7 a.m.-7 p.m. or Sat 9 a.m.-5 p.m.
 Please Call: 1-800-895-4999
 Español: 1-800-687-8778
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008



ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 04/15	\$0.45
Payment Received	Credit Card 04/23	-\$5.00 CR
Balance Forward		-\$4.55 CR
Current Charges		-\$22.99 CR
Amount Due <i>(Cantidad a pagar)</i>		-\$27.54 CR

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
300679153	15935 US HIGHWAY 34		-\$22.99 CR
Total			-\$22.99 CR

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

No amount due at this time.

RETURN BOTTOM PORTION WITH PAYMENT ONLY • PLEASE DO NOT INCLUDE OTHER REQUESTS • SEE BACK OF BILL FOR CONTACT METHODS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

----- manifest line -----



JERRY A MYERS
 ARLINE D MYERS
 15935 US HIGHWAY 34
 FORT MORGAN CO 80701-8306

ACCOUNT NUMBER	DUE DATE	CREDIT AMOUNT	AMOUNT ENCLOSED
53-8664435-9	06/04/2024	-\$27.54 CR	Credit Do Not Pay

No payment is due this month.

JUNE						
S	M	T	W	T	F	S
		4	5	6	7	1
2	3					8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						



XCEL ENERGY
 P.O. BOX 660553
 DALLAS TX 75266-0553



31 53060424 86644359 *0000002299*0000002754

079058 1/3



no inserts



MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE
JERRY A MYERS ARLINE D MYERS 15935 US HIGHWAY 34 FORT MORGAN CO 80701-8306		53-8664435-9	06/04/2024
STATEMENT NUMBER	STATEMENT DATE	CREDIT AMOUNT	
877445552	05/14/2024	-\$27.54 CR	

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	52° F	51° F
Electricity kWh	9.2	9.2
Electricity Cost	-\$0.55	-\$0.79

SERVICE ADDRESS: 15935 US HIGHWAY 34 FT MORGAN, CO 80701-8306
 NEXT READ DATE: 06/13/24

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 300679153
 INVOICE NUMBER: 1106606071

METER READING INFORMATION

METER 87958057			
Read Dates: 04/15/24 - 05/14/24 (29 Days)			
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	66563 Actual	66296 Actual	267 kWh

ELECTRICITY CHARGES

RATE: R Residential General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$6.68
Winter Season	128.90 kWh	\$0.085700	\$11.05
Winter Season	138.10 kWh	\$0.071360	\$9.85
Trans Cost Adj	267 kWh	\$0.002870	\$0.77
ECA Q2	267 kWh	\$0.027840	\$7.43
Demand Side Mgmt	267 kWh	\$0.007020	\$1.87
Purch Cap Cost Adj	267 kWh	\$0.005370	\$1.43
GRSA E	138.10 kWh	\$0.014630	\$2.02
Trans Elec Plan	267 kWh	\$0.000690	\$0.19
EGCRR	267 kWh	\$0.002390	\$0.64
Renew. Energy Std Adj			\$0.42
Colo Energy Plan Adj			\$0.42
Energy Assistance Chg			\$0.79
Total			\$43.56

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	CHARGE
Solar*Rewards Community Solar	
Production Credit	
Solar Production Period	April 2024
SRC042364 Production Credit	779.65 kWh x -0.085360
Total	-\$66.55 CR



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today! There are three ways to contribute:



1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. CHECK THE RED BOX on the front-left side of this payment stub AND select a tax-deductible contribution below.

MONTHLY DONATION:

\$20 _____ \$10 _____ \$5 _____ Other _____

3. Make a one-time, tax-deductible contribution of \$ _____

Enclose this form with your Xcel Energy payment. Or, mail to:
ATTN PAR Dept., PO BOX 8, EAU CLAIRE, WI 54702-0008
 (Please make your check payable to Energy Outreach Colorado.)

Customers that choose to donate will have account information securely shared with Energy Outreach Colorado for tax purposes only.



COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 424100
			State Highway No / Mp / Side 034B / 160.410 / Left
Permit Fee \$0.00	Date of Transmittal 07/15/2024	Region / Section / Patrol / Name 4 / 01 / 27 Brush	Local Jurisdiction Fort Morgan

The Permittee(s): The Applicant(s):

Steve Myers
 15859 Us Hwy 34
 Fort Morgan, Colorado 80701
 [Redacted]

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

Location: On Highway 34 West of the town of Fort Morgan 325 feet West of CR 16 n the Left (North) side of the roadway

Access to Provide Service to: (Land Use Code)	(Size)	(Units)
ACCESS TO CLOSE	0	

Additional Information:

This Access must be removed in its entirety and returned to its natural geographical state Prior to the use of the access associated with permit number 424098. Permittee must call inspector listed on the permit for inspection and photographs of the closed access must be emailed to [Redacted] no later than 90 after permit issued date.

MUNICIPALITY OR COUNTY APPROVAL
 Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Bruce Barnett with the Colorado Department of Transportation, at [Redacted] at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

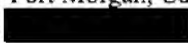
DocuSigned by: Permittee Signature: <i>Steve Myers</i>	Print Name Steve Myers	Date 7/15/2024 1:05 PM MDT
Co-Permittee Signature: (if applicable)	Print Name	Date

This permit is not valid until signed by a duly authorized representative of the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

Signature <i>Mike Shepherd</i>	Print Name Mike Shepherd	Title Assistant Access Manager	Date (of issue) 7/15/2024 1:12 PM MDT
-----------------------------------	-----------------------------	-----------------------------------	--

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS CODE NOTICE TO PROCEED	CDOT Permit No. 424100
	State Highway/Mile Post/Side 034B / 160.41/Left
	Local Jurisdiction Fort Morgan

Permittee(s): Steve Myers 15859 Us Hwy 34 Fort Morgan, Colorado 80701 	Applicant:
--	------------

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(1)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.

Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)	Title	Date
------------------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department

Colorado Department of Transportation

By (X)	DocuSigned by: <i>Mike Shepherd</i>	Title Assistant Access Manager	Date 7/15/2024 1:12 PM MDT
------------------	--	-----------------------------------	---------------------------------

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			GDOT Permit No. 411086
			State Highway No/Mp/Side 34 B / 160,377 / L
P permit fee \$100.00	Date of transmittal 11/7/2011	Region/Section/Patrol 4 / 01 / 26-Fort Morgan	Local Jurisdiction Morgan County

The Permittee(s); **Jerry A. Myers** Applicant: Ref No.:

**15859 Highway 34
Fort Morgan, CO 80701**

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

Location: This access is located on State Highway 34, a distance of 1991 feet of mile post 160 on the north/left side of the road.

Access to Provide Service to:	(Land Use Code:)	(Size or Count)	(Units)
	560 - Church	5	ADT
	210 - Single-Family Detached Housing (1 home)	10	ADT

Additional Information:

MUNICIPALITY OR COUNTY APPROVAL
Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Title	Date

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Lee Ireton with the Colorado Department of Transportation in Greeley, Colorado at [redacted] at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature	Print Name	Date
<i>Jerry A. Myers</i>	Jerry A. Myers	Nov. 9, 2011

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of Issue)
<i>Tom Belderson</i>	Tom Belderson	Access Manager	11/18

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS CODE NOTICE TO PROCEED	CDOT Permit No. 411086
	SH/S/MP 34 B / 160.377 / L
	Local Jurisdiction Morgan County

Permittee(s): Jerry A. Myers 15859 Highway 34 Fort Morgan, CO 80701	Applicant:
--	------------

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.

Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)	Title	Date
-----------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department

Colorado Department of Transportation

By (X) <i>Jim Balaban</i>	Title <i>Access Manager</i>	Date 11/18/2011
------------------------------	--------------------------------	--------------------

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger

highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the

right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <http://www.cdphe.state.co.us/permits.asp>.
- CDOT Water Quality Program Manager: Rick Willard (303) 757-9343 <http://www.coloradodot.info/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: Theresa Santangelo-Dreiling, (303) 512-5524
- Colorado Office of Archaeology and Historic Preservation: (303) 866-3395
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (NE Colorado), Denver Office (303) 979-4120 <http://www.nwo.usace.army.mil/html/od-tl/tri-lakes.html>
Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199 <http://www.spk.usace.army.mil/cespk-co/regulatory/>
Albuquerque District (SE Colorado), Pueblo Reg. Office (719)-543-6915 <http://www.spa.usace.army.mil/reg/>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <http://www.dot.state.co.us/Permits/>

Ecological Resources – Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://coloradodot.info/programs/environmental/wildlife/guidelines>, or the Colorado Division of Wildlife website <http://wildlife.state.co.us/WildlifeSpecies/SpeciesOfConcern/>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources – The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified. Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAH for file search at (303) 866-3395.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder, and the Denver Museum of Nature and Science to ascertain if paleontological resources have been previously identified. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** Contact the CDOT Paleontologist at (303) 757-9632.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Info:** Andy Flurkey, CDOT Hazardous Materials Project Manager, (303) 512-5520.

Asbestos Containing Materials, Asbestos Contaminated Soil – All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Properly Management Supervisor (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 Permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 Permits, including Nationwide Permits, which are issued for activities with relatively minor impacts. For example, there is a Nationwide Permit for Utility Line Activities (NWP #12). However, depending upon the specific circumstances, it is possible that either a "General" or "Individual" 404 permit would be required. If an Individual 404 Permit is required, Section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project. The Colorado Division of Wildlife (CDOW) application, as per guidelines agreed upon by CDOT and CDOW, can be accessed at <http://www.coloradodot.info/programs/environmental/wildlife/guidelines>.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - requires a CDPS Stormwater Construction Permit. **Contact Information:** For Utility/Special Use activities being performed in conjunction and coordination with a CDOT highway construction contract, please contact the CDOT Water Quality Program Manager at (303) 757-9343. Otherwise, contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <http://www.cdphe.state.co.us/wq/PermitsUnit/index.html>.

Construction Dewatering (Discharge or Infiltration) - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering Discharge Permit. **Contact Information:** For Construction Dewatering Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Dewatering Application and Instructions, see Section 3 at the CDPHE website: <http://www.cdphe.state.co.us/wq/PermitsUnit/FORMSAndApplications/Appsandformsnewpage.html>

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations Permit # COS-000005 (<http://www.coloradodot.info/programs/environmental/water-quality/documents/CDOT%20MS4%20Permit.doc/view>) and COR-030000 (<http://www.cdphe.state.co.us/wq/PermitsUnit/PERMITS/SWpermitsrats/SWConstructionPermit.pdf>). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <http://www.cdphe.state.co.us/wq/permitsunit/MS4/MS4Permittees.pdf>.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. Allowable non-stormwater discharges can be found at <http://www.coloradodot.info/programs/environmental/water-quality/glossary.html#AllowableDischarge>. **Contact Information:** Contact the CDOT Water Quality Program Manager at (303) 757-9343, or the Colorado Department of Public Health and Environment, Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains; water line flushing, flows from riparian habitats and wetlands, and flow from fire fighting activities. **Contact Information:** The CDOT Water Quality Program Manager or the CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified through that permit. In those situations where a stormwater permit is not required, all reasonable measures should be taken in order to minimize erosion and sedimentation according to CDOT 208 specifications. In either case, the CDOT Erosion Control and Stormwater Quality Guide (most recent version) should be used to design erosion controls and to restore disturbed vegetation. **Contact Information:** The CDOT Erosion Control and Stormwater Quality Guide may be obtained from the Bid Plans Office at (303) 757-9313 or from: <http://www.dot.state.co.us/environmental/EnvWaterQual/wqms4.asp>

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes", and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being

separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact the CDOT / CDPHE Liaison or CDOT Water Quality Program Manager.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact the CDOT Water Quality Program Manager at (303) 757-9343. Website: <http://www.coloradodot.info/programs/environmental/water-quality/revised-m-standards>; refer to the link *Revision of Sections 101, 107, 208, 213 and 620 Water Quality Control One or More Acres of Disturbance* for additional guidance.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608.

About This Form - Questions or comments about this Information Summary may be directed to Alex Karami, CDOT Safety & Traffic Engineering, Utilities Unit, at (303) 757-9841, alex.karami@dot.state.co.us.



Water Quality Program INDUSTRIAL FACILITIES PROGRAM

Best management practices for industrial facility permittees

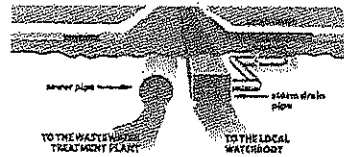
Industrial facilities can use best management practices during construction of the facility and when operating the facility. Best management practices are schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollution entering CDOT's storm drain system. BMPs also include treatment, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage. BMPs include structural and nonstructural controls.

Resources for BMPs during construction of a facility

- EPA Storm Water Phase II Menu of BMP's
<http://icpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm>
- International Stormwater BMP Database
www.bmpdatabase.org
- International Erosion Control Association
www.icca.org/resources/ITS6ErosionSedimentControl.asp

Resources for BMPs during operation of a facility

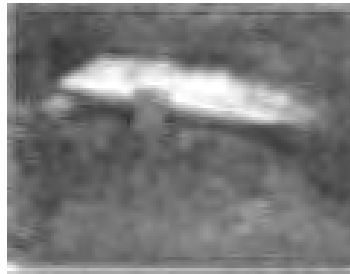
- Industrial and Commercial Handbook
www.cabmphandbooks.com/industrial.asp
- Industrial Facilities Best Management Practices
www.ci.santa-cruz.ca.us/pw/Stormwater2004/Att16.pdf
- Best Management Practices for Industrial Storm Water Pollution Control
www.emd.saccounty.net/Documents/Info/Sacramento%20Industrial%20BMP%20Manual%20Nov.pdf



Stormwater runoff enters the storm drain system, which is different from the wastewater system. Stormwater runoff drains to waterways untreated.

What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground.



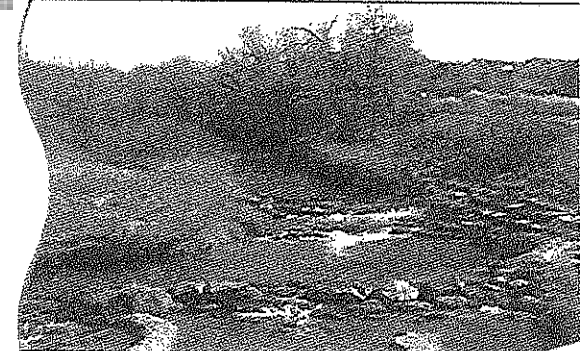
Why is stormwater runoff a problem?

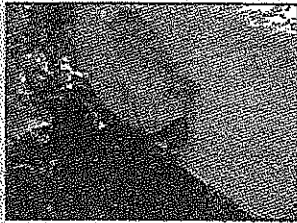
Stormwater can pick up debris, chemicals, dirt, and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland, or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.

CDOT has a permit from the Colorado Department of Public Health and the Environment (CDPHE) to discharge stormwater from its storm drain system. The permit states that only stormwater (and a few other allowable discharges like landscape irrigation overflow) can be discharged from CDOT's storm drain system. Pollutants, such as dirt; fertilizers; pesticides; and oil and grease, antifreeze; and other automotive fluids are strictly prohibited from being disposed of in CDOT's storm drain system.

As part of the permit, CDOT has several different programs to prevent pollutants from entering the storm drain system. The programs are:

- Construction sites program
- New development and redevelopment program
- Illicit discharges program
- Industrial facilities program
- Public education and involvement program
- Pollution prevention and good housekeeping program
- Wet weather monitoring program





CDOT has a program to identify and eliminate any discharge to their storm drain system that is not composed entirely of stormwater (unless authorized by another permit from CDPHE). Allowable discharges into CDOT's storm drain system include the following:

- ☐ Landscape irrigation
- ☐ Diverted stream flows
- ☐ Rising ground waters
- ☐ Uncontaminated ground water infiltration to separate storm sewers
- ☐ Uncontaminated pumped ground water
- ☐ Discharges from potable water sources
- ☐ Foundation drains
- ☐ Air conditioning condensation
- ☐ Irrigation water
- ☐ Springs
- ☐ Water from crawl space pumps
- ☐ Footing drains
- ☐ Lawn watering
- ☐ Individual residential car washing
- ☐ Individual residential swimming pool and hot tub discharges
- ☐ Individual residential street washing
- ☐ Water-line flushing
- ☐ Flows from riparian habitats and wetlands
- ☐ Flows from emergency fire fighting activities
- ☐ Water incidental to street sweeping (including associated side walks and medians) and that is not associated with construction

CDOT's Utilities Program

The Utilities program (www.dot.state.co.us/UtilityProgram/) is primarily responsible for providing services in the following areas:

- **Utility/Highway Project Coordination** - Region utilities engineers work with other CDOT employees and utility companies to identify the utilities that are within highway project boundaries and coordinate any necessary relocation of these facilities to facilitate highway construction activities.
- **Utility and Special Use Permitting** - Utility and Special Use Permits are issued to entities external to CDOT to manage the installation of utilities, or the performance of other types of work, within the state highway right-of-way.
- **Access Permits**—Access Permits are required by any entity when a vehicle access needs to be constructed, modified, or relocated within the highway right-of-way.

CDOT does not permit or track indirect connections (e.g., overland flow) to its storm drain system.

Industrial Facilities Program Elements

The goal of the Industrial Facilities Program is to do the following:

1. Educate those directly discharging into CDOT's storm drain system
2. Track direct dischargers
3. Detect and remove any illicit discharges
4. Submit an annual report to CDPHE containing the number of informational brochures distributed, and a summary by region of the number of Utility and Special Use Permits and Access Permits issued.



Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at www.dot.state.co.us/UtilityProgram/Announcements/Announcements.cfm#enviro and www.dot.state.co.us/AccessPermits/index.htm.

In addition, CDOT's MS4 permit requires the development of an additional brochure that promotes the "proper management of potential pollutants in stormwater discharges from industrial facilities" and includes "references to guidance manuals for BMPs that industries can implement to protect stormwater quality." This fact sheet was developed in 2007 and is given to each permittee. This fact sheet is available at www.dot.state.co.us/environment/airenv/WaterQual/Watcanido.asp.

Tracking

CDOT tracks all Utility and Special Use and Access permittees.

Illicit Discharges

Another requirement of the MS4 permit is a program to detect and remove illicit discharges and improperly disposed of materials from CDOT's storm drain system. Inspections may be conducted in response to the permitting process, a report of unpermitted work in CDOT's right-of-way, or a reported illicit discharge. If CDOT employees see or suspect that an industrial facility is discharging an unallowable pollutant into CDOT's storm drain system, they should call 303-512-4H2O (CDOT's illicit discharge hotline).

Annual Reporting

Regions 1, 2, and 6 submit to CDOT headquarters the number of permits issued each year for its annual report to CDPHE.



CDOT defines a utility or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting, or distributing the following

- ☐ Communications
- ☐ Cable television
- ☐ Power
- ☐ Electricity
- ☐ Light
- ☐ Heat gas
- ☐ Oil
- ☐ Crude products
- ☐ Water
- ☐ Steam
- ☐ Waste
- ☐ Stormwater not connected with highway drainage
- ☐ Other similar commodity



State Highway Access Permit

1

Attachment to Permit No. 411086 - Additional Terms and Conditions

1. If there are any questions regarding this permit, please contact Tim Bilobran at [REDACTED]
2. The Permittee shall refer to all additional standard requirements included with this permit and any enclosed additional terms, conditions, exhibits, and noted attachments.
3. Incorporated as part of this permit are the following:
Application for Access Permit (CDOT Form No. 137)
Permit (CDOT Form No. 101) and its two page attachment
Exhibits:
 "A"- Access Plans
 "B"- Vicinity Map
4. This permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. Any changes in traffic volumes or type, drainage, or other operation aspects may render this permit void, requiring a new permit to be applied for based upon existing and anticipated future conditions.
5. Access construction methods and materials shall conform to the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (current edition).
6. If necessary, minor changes, corrections and/or additions to this permit may be ordered by the Department inspector, other Department representative or local authority to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the plans must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.

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

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

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

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

7. This permit is subject to revocation due to: 1) Noncompliance with the provisions of this permit; 2) Abandonment; 3) Superseded by new permit covering the same installation; or 4) Conflict with necessary planned highway construction and/or improvements. The Permittee shall promptly terminate occupancy

upon notice of cancellation of the permit from the Department, unless a new permit is applied for and granted.

8. Reconstruction and improvements to the access may be required when the Permittee has failed to meet the required design and/or material specifications. If any construction element fails within two years due to improper construction or material specifications, the Permittee is responsible for all such repairs.

9. The Department retains the right to perform any necessary maintenance work in this area.

10. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in forward movement. Backing into the right-of-way shall be considered a violation of the terms and conditions of this access permit and may result in revocation of the permit by the Department and/or the issuing authority.

11. All costs associated with the maintenance of this access are the responsibility of the Permittee. This includes design, construction, signing and striping, utility relocation, testing of materials, and inspections.

12. Landscaping and site construction shall not obstruct sight distance at any State Highway access point. Landscaping within the State Highway right-of-way requires the Permittee to obtain a CDOT Landscaping Permit from the Traffic/Access Section. The access permit does not authorize that activity. Irrigation of features within the right-of-way may require the Permittee to install a subsurface drain in accordance with CDOT Standard M-605-1 or other approved system. The Permittee shall contact Tim Bilobran at the Greeley Traffic Office, [REDACTED] to obtain the Landscaping Permit.

13. Routine, periodic maintenance and emergency repairs may be performed within the State Highway right-of-way, under the general terms and conditions of the permit. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, will require written authorization from the Department. The Department shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic on the State Highway. In an emergency, the Department Region Office and the State Patrol shall immediately be notified of possible hazards.

14. If highway right-of-way fence exists or is proposed, the Permittee must contact Tim Bilobran at the Greeley Traffic Office, [REDACTED] prior to removal or installation.

15. The access shall be maintained as presently constructed.

16. Surfacing of the access shall be maintained as per Exhibit "A".

17. The access shall be maintained in a manner that will not cause water to enter onto the roadway, and will not interfere with the existing drainage system within the State Highway right-of-way. Drainage to the State Highway right-of-way shall not exceed historical rate of flow.

18. The maintenance of the access and/or further development of this property shall not negatively impact adjacent nearby properties. Correction of the problem and cost resulting from damages shall be borne by the Permittee.

19. The Department inspector may suspend any work due to: 1) Noncompliance with the provisions of this permit; 2) Adverse weather or traffic conditions; 3) Concurrent highway construction or maintenance in conflict with permit work; 4) Any condition deemed unsafe for workers or the general public. The work may be resumed upon notice from the Department inspector.

20. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to the project, and to obtain any clearances that are required directly for the appropriate agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained CDOT Permitting Offices or may be accessed via the CDOT Planning/Construction-Environmental Guidance webpage at <http://www.dot.state.co.us/environmental/Forms/asp>. FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN SUSPENSION OR REVOCATION OF YOUR CDOT PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.

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

Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environmental (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System Permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air condition condensation, irrigation water, springs, footing drains, waterline flushing, flows from riparian habitats and wetlands, and flow from fire fighting activities.

ANY OTHER DISCHARGES, including storm water discharges from industrial facility or construction sites, may require Colorado Discharge Permit System permits from CDPHE before work begins. For additional information and forms, go to the CDPHE website at: <http://cdphe.state.co.us/wq/PermitsUnit/wqu>.

ZONE 1
Northern Loam Soil

COMMON NAME	BOTANICAL NAME	APPLICATION RATE
		Pounds pls/Acre
Grasses		
Western wheatgrass	<i>Pascopyrum smithii</i> "Arriba"	8.0
Sideoats grama	<i>Bouteloua curtipendula</i> "Vaughn"	3.0
Green needlegrass	<i>Nassella viridula</i> "Lodorm"	3.0
Buffalograss	<i>Buchloe dactyloides</i> "Texoka"	5.0
Blue grama	<i>Bouteloua gracilis</i> "Hachita"	1.5
Little bluestem	<i>Schizachyrium scoparium</i> "Pastura"	1.5
Prairie junegrass	<i>Koeleria macrantha</i>	0.2
Oats	<i>Avena sativa</i>	3.0
Total		25.2
Forbs		
Prairie coneflower	<i>Ratibida columnaris</i>	0.3
Purple prairie clover	<i>Dalea purpureum</i> var. <i>purpureum</i>	0.5
Dotted gayfeather	<i>Liatrus punctata</i>	0.5
Narrowleaf penstemon	<i>Penstemon angustifolius</i>	0.2
Gaillardia	<i>Gaillardia aristata</i>	1.0
Blue flax	<i>Linum lewisii</i>	0.5
Scarlet globemallow	<i>Sphaeralcea coccinea</i>	0.3
Shrubs		
Fourwing saltbush	<i>Atriplex canescens</i>	0.5
Winterfat	<i>Ceratoides lanata</i>	0.5

SEEDING APPLICATION:

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

MULCHING APPLICATION:

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

SPECIAL REQUIREMENT: Due to high failure rates hydroseeding and /or hydromulching will not be allowed.

**COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS PERMIT APPLICATION**

Issuing authority application acceptance date:

11/7/11 JMG

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

1) Property owner (Permittee) Jerry A Myers		2) Applicant or Agent for permittee (if different from property owner)	
Street address 15859 Hwy 34		Mailing address	
City, state & zip Fort Morgan 80701	Phone #	City, state & zip	Phone # (required)
E-mail address		E-mail address if available	

3) Address of property to be served by permit (required)
15859 Hwy 34

4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one?
 county Morgan subdivision Minor block 1 lot 2 section 3 township 3 North range 58

5) What State Highway are you requesting access from?
Hwy 34

6) What side of the highway?
 N S E W

7) How many feet is the proposed access from the nearest mile post?
feet N S E W from: 160

How many feet is the proposed access from the nearest cross street?
341 feet N S E W from: CR 16

8) What is the approximate date you intend to begin construction?
Nov 15 2011

9) Check here if you are requesting a:

new access temporary access (duration anticipated:) improvement to existing access

change in access use removal of access relocation of an existing access (provide detail)

10) Provide existing property use
Salvage Yard

11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? and/or, permit date:
 no yes, if yes - what are the permit number(s) and provide copies:

12) Does the property owner own or have any interests in any adjacent property?
 no yes, if yes - please describe:

13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?
 no yes, if yes - list them on your plans and indicate the proposed and existing access points.

14) If you are requesting agricultural field access - how many acres will the access serve?

15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.

business/land use	square footage	business	square footage
Church			

16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?

type	number of units	type	number of units
Single family dwelling	1		

17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.

Indicate if your counts are peak hour volumes or average daily volumes.

# of passenger cars and light trucks at peak hour volumes 15	# of multi unit trucks at peak hour volumes
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)
Total count of all vehicles 0 15	

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

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

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

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

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

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

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

<http://www.dot.state.co.us/DesignSupport/>, then click on *Design Bulletins*.

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

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

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

Applicant or Agent for Permittee signature	Print name	Date

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

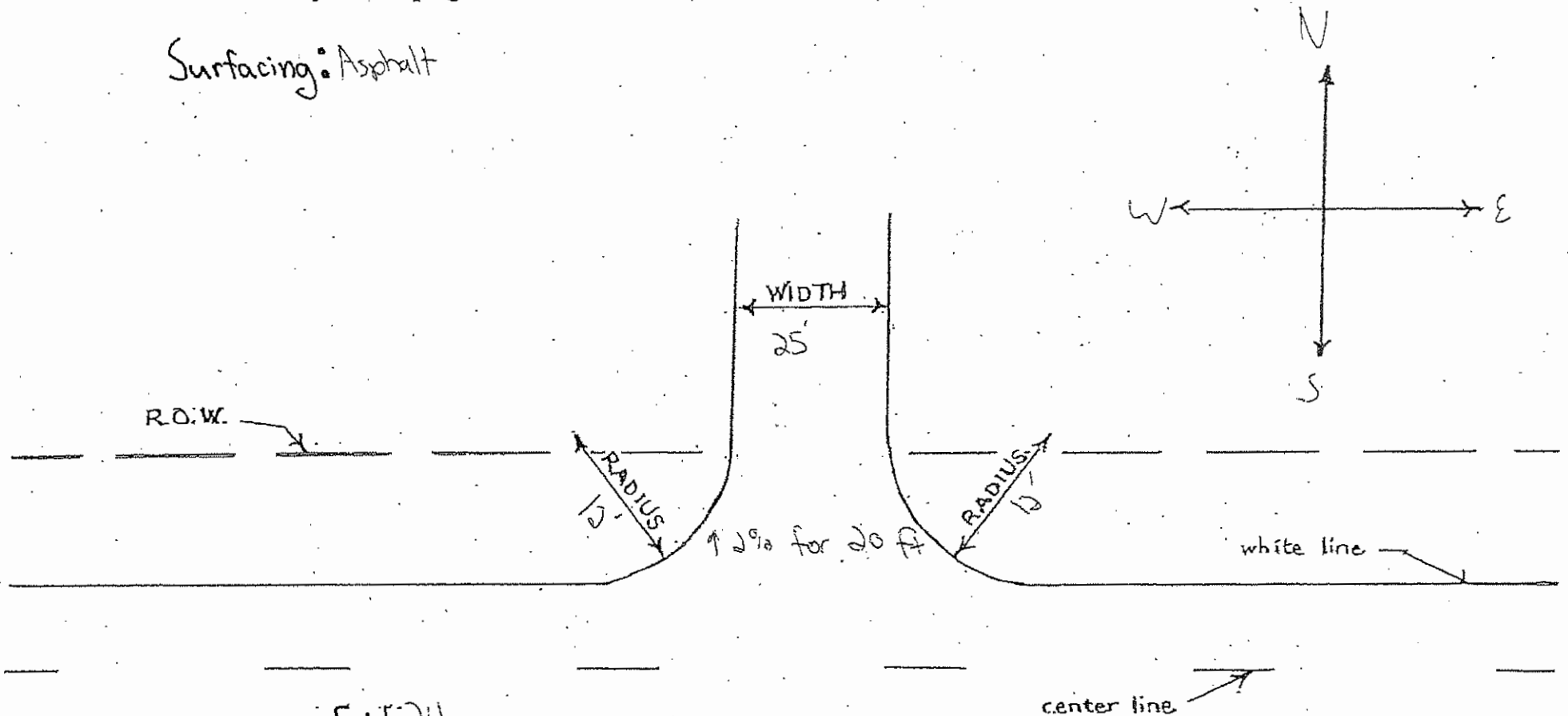
Property owner signature	Print name	Date
<i>Jerry A. Myers</i>	Jerry A. Myers	OCT 31 2011

EXHIBIT "A" - SIMPLE ACCESS DESIGN

09/00

- Define:
- width of access exclusive of radii
 - radii
 - profile
 - angle if other than 90°
 - surfacing - material type (asphalt grading, concrete class, total thickness, individual mat thickness for asphaltic materials)
 - curb and gutter type/dimensions/material
 - permanent signing or pavement markings necessary
 - drainage features - culvert type and size (no RCP in ROW), no increased runoff to ROW
 - special or unusual features
 - any landscaping in ROW

Surfacing: Asphalt



5 N 34

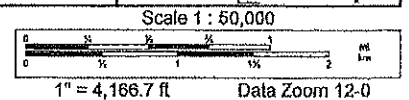
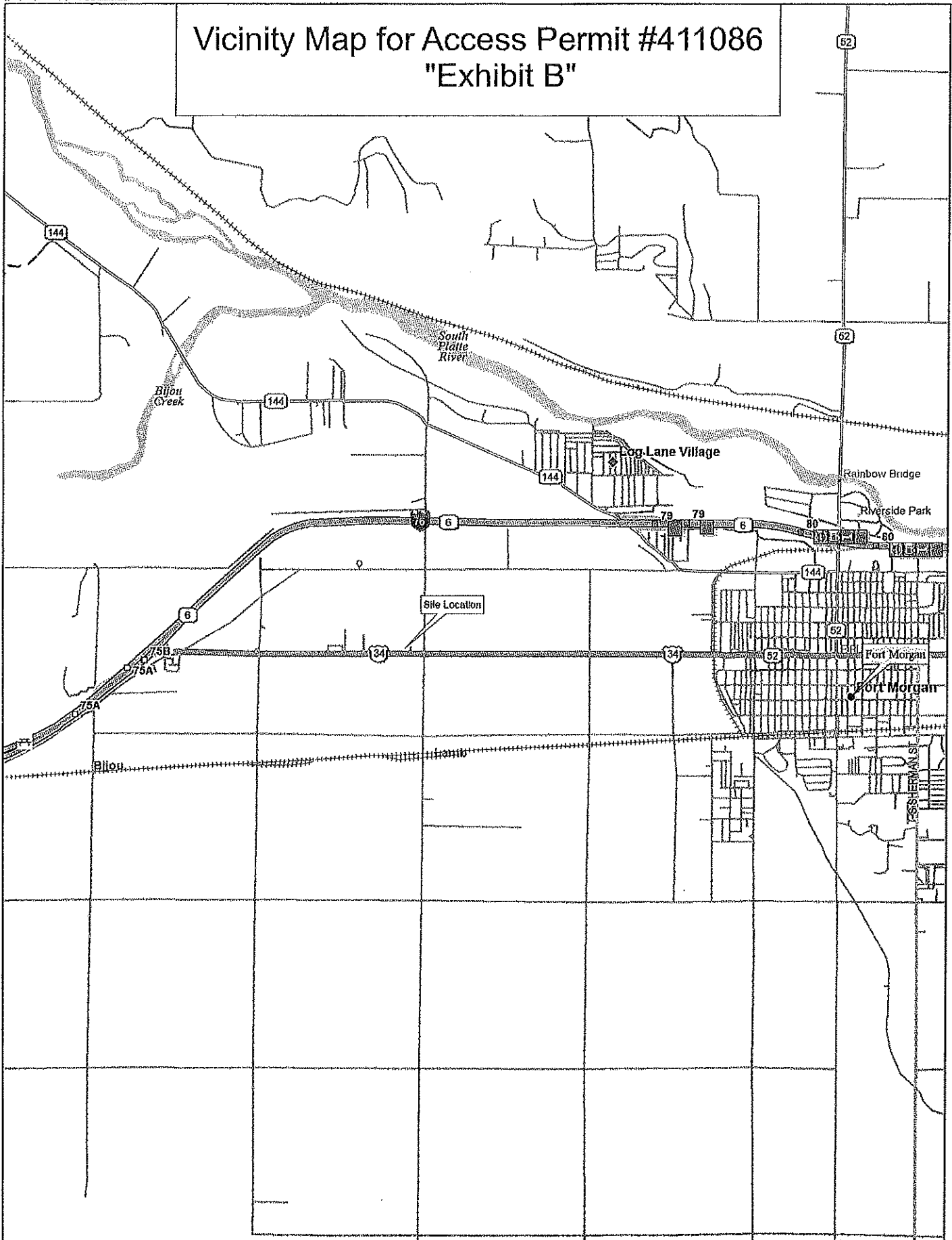
center line

ACCESS PERMIT

#411086

EXHIBIT "A"

Vicinity Map for Access Permit #411086 "Exhibit B"



272

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 411088
			State Highway No/Mp/Side 34 B / 160.413 / L
Permit fee \$0.00	Date of transmittal 11/7/2011	Region/Section/Patrol 4 / 01 / 26-Fort Morgan	Local Jurisdiction Morgan County

The Permittee(s); **Jerry A. Myers** Applicant: Ref No.:

**15859 Highway 34
Fort Morgan, CO 80701**

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

Location: This access to be closed is located on State Highway 34, a distance of 2180 feet of mile post 160 on the north/left side of the road.

Access to Provide Service to:	(Land Use Code:)	(Size or Count)	(Units)
	560 - Church	0	ADT
	210 - Single-Family Detached Housing (1 home)	0	ADT

Additional Information:

MUNICIPALITY OR COUNTY APPROVAL
Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Title	Date
-----------	------------	-------	------

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Lee Ireton with the Colorado Department of Transportation in Greeley, Colorado at [redacted] at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature	Print Name	Date
<i>Jerry A Myers</i>	Jerry A. Myers	Jan 4, 2012

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of issue)
<i>Tim Bilbrey</i>	Tim Bilbrey	Access Manager	1/6/12

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS CODE NOTICE TO PROCEED	CDOT Permit No. 411088
	SH/SMP 34 B / 160,413 / L
	Local Jurisdiction Morgan County

Permittee(s): Jerry A. Myers 15859 Highway 34 Fort Morgan, CO 80701	Applicant:
--	------------

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.

Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)	Title	Date
-----------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department

Colorado Department of Transportation

By (X) <i>Jim Bieleman</i>	Title <i>Access Manager</i>	Date 1/6/2012
-------------------------------	--------------------------------	------------------

EXHIBIT - C

Seed Mix 1 - Orange

Elevation: Low

Water: Low

Grasses

1. *Achnatherum hymenoides* (indian ricegrass) – 7% (1.0 lbs/acre)
2. *Andropogon hallii* (sand bluestem) – 4% (0.5 lbs/acre)
3. *Bouteloua curtipendula* (sideoats grama) – 5% (0.6 lbs/acre)
4. *Bouteloua gracilis* (blue grama) – 7% (0.5 lbs/acre)
5. *Distichlis spicata* (saltgrass) – 2% (0.3 lbs/acre)
6. *Elymus canadensis* (Canada wildrye) – 4% (0.7 lbs/acre)
7. *Elymus elymoides* (squirreltail) – 7% (1.5 lbs/acre)
8. *Hesperostipa comata* (needle and thread) – 7% (1.2 lbs/acre)
9. *Panicum virgatum* (switchgrass) – 7% (0.4 lbs/acre)
10. *Schizachyrium scoparium* (little bluestem) – 5% (0.5 lbs/acre)
11. *Sporobolus airoides* (alkali sacaton) – 5% (0.1 lbs/acre)
12. *Sporobolus cryptandrus* (sand dropseed) – 5% (0.1 lbs/acre)

Forbs/Flowering

1. *Asclepias speciosa* (showy milkweed) – 6% (1.8 lbs/acre)
2. *Cleome serrulata* (Rocky Mountain bee plant) – 5% (0.8 lbs/acre)
3. *Coreopsis tinctoria* (golden tickseed) – 3% (0.03 lbs/acre)
4. *Dalea purpurea* (purple prairie clover) – 3% (0.2 lbs/acre)
5. *Gaillardia aristata* (blanketflower) – 4% (0.6 lbs/acre)
6. *Helianthus annuus* (common sunflower) – 5% (0.8 lbs/acre)
7. *Linum lewisii* (Lewis flax) – 4% (0.3 lbs/acre)
8. *Machaeranthera tanacetifolia* (Tahoka daisy) – 2% (0.2 lbs/acre)
9. *Verbena stricta* (hoary verbena) – 3% (0.03 lbs/acre)

Seeding Application:

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

Mulching Application:

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

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

Untitled Map

Write a description for your map.

EXHIBIT - B

Legend

 ACCESS TO CLOSE




Untitled Map

Write a description for your map.

EXHIBIT - A

Legend

-  ACCESS TO CLOSE



The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.
2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.
3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.
4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)
2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.
3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.
4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger

highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and

right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permitees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <http://www.cdphe.state.co.us/permits.asp>.
- CDOT Water Quality Program Manager: Rick Willard (303) 757-9343 <http://www.coloradodot.info/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: Theresa Santangelo-Dreiling, (303) 512-5524
- Colorado Office of Archaeology and Historic Preservation: (303) 866-3395
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (NE Colorado), Denver Office (303) 979-4120 <http://www.nwo.usace.army.mil/html/od-tl/tri-lakes.html>
Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199 <http://www.spk.usace.army.mil/cespk-co/regulatory/>
Albuquerque District (SE Colorado), Pueblo Reg. Office (719)-543-6915 <http://www.spa.usace.army.mil/reg/>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <http://www.dot.state.co.us/Permits/>

Ecological Resources – Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://coloradodot.info/programs/environmental/wildlife/guidelines>, or the Colorado Division of Wildlife website <http://wildlife.state.co.us/WildlifeSpecies/SpeciesOfConcern/>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources – The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified. Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAHP for file search at (303) 866-3395.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder, and the Denver Museum of Nature and Science to ascertain if paleontological resources have been previously identified. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** Contact the CDOT Paleontologist at (303) 757-9632.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Info:** Andy Flurkey, CDOT Hazardous Materials Project Manager, (303) 512-5520.

Asbestos Containing Materials, Asbestos Contaminated Soil – All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Property Management Supervisor (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 Permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 Permits, including Nationwide Permits, which are issued for activities with relatively minor impacts. For example, there is a Nationwide Permit for Utility Line Activities (NWP #12). However, depending upon the specific circumstances, it is possible that either a "General" or "Individual" 404 permit would be required. If an Individual 404 Permit is required, Section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project. The Colorado Division of Wildlife (CDOW) application, as per guidelines agreed upon by CDOT and CDOW, can be accessed at <http://www.coloradodot.info/programs/environmental/wildlife/guidelines>.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - requires a CDPS Stormwater Construction Permit. **Contact Information:** For Utility/Special Use activities being performed in conjunction and coordination with a CDOT highway construction contract, please contact the CDOT Water Quality Program Manager at (303) 757-9343. Otherwise, contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <http://www.cdphe.state.co.us/wq/PermitsUnit/index.html>.

Construction Dewatering (Discharge or Infiltration) - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering Discharge Permit. **Contact Information:** For Construction Dewatering Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Dewatering Application and Instructions, see Section 3 at the CDPHE website: <http://www.cdphe.state.co.us/wq/PermitsUnit/FORMSAndApplications/Appsandformsnewpage.html>

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations Permit # COS-000005 (<http://www.coloradodot.info/programs/environmental/water-quality/documents/CDOT%20MS4%20Permit.doc/view>) and COR-030000 (<http://www.cdphe.state.co.us/wq/PermitsUnit/PERMITS/SWpermitsrats/SWConstructionPermit.pdf>). Discharges are subject to inspection by CDOT and CDHPE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <http://www.cdphe.state.co.us/wq/permitsunit/MS4/MS4Permittees.pdf>.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. Allowable non-stormwater discharges can be found at <http://www.coloradodot.info/programs/environmental/water-quality/glossary.html#AllowableDischarge>. **Contact Information:** Contact the CDOT Water Quality Program Manager at (303) 757-9343, or the Colorado Department of Public Health and Environment, Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains; water line flushing, flows from riparian habitats and wetlands, and flow from fire fighting activities. **Contact Information:** The CDOT Water Quality Program Manager or the CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified through that permit. In those situations where a stormwater permit is not required, all reasonable measures should be taken in order to minimize erosion and sedimentation according to CDOT 208 specifications. In either case, the CDOT Erosion Control and Stormwater Quality Guide (most recent version) should be used to design erosion controls and to restore disturbed vegetation. **Contact Information:** The CDOT Erosion Control and Stormwater Quality Guide may be obtained from the Bid Plans Office at (303) 757-9313 or from: <http://www.dot.state.co.us/environmental/envWaterQual/wqms4.asp>

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes", and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being

separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact the CDOT / CDPHE Liaison or CDOT Water Quality Program Manager.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact the CDOT Water Quality Program Manager at (303) 757-9343. Website: <http://www.coloradodot.info/programs/environmental/water-quality/revised-m-standards>; refer to the link *Revision of Sections 101, 107, 208, 213 and 620 Water Quality Control One or More Acres of Disturbance* for additional guidance.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H2O), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608.

About This Form - Questions or comments about this Information Summary may be directed to Alex Karami, CDOT Safety & Traffic Engineering, Utilities Unit, at (303) 757-9841, alex.karami@dot.state.co.us.



Water Quality Program INDUSTRIAL FACILITIES PROGRAM

Best management practices for industrial facility permittees

Industrial facilities can use best management practices during construction of the facility and when operating the facility. Best management practices are schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollution entering CDOT's storm drain system. BMPs also include treatment, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage. BMPs include structural and nonstructural controls.

Resources for BMPs during construction of a facility

- EPA Storm Water Phase II Menu of BMP's
<http://ctpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm>
- International Stormwater BMP Database
www.bmpdatabase.org
- International Erosion Control Association
www.ieca.org/resources/TS6ErosionSedimentControl.asp

Resources for BMPs during operation of a facility

- *Industrial and Commercial Handbook*
www.cabmpnhandbooks.com/Industrial.asp
- *Industrial Facilities Best Management Practices*
www.ci.santa-cruz.ca.us/pw/Stormwater2004/A1116.pdf
- *Best Management Practices for Industrial Storm Water Pollution Control*
www.emd.sacounty.net/Documents/Info/Sacramento%20Industrial%20BMP%20Manual%20Nov.pdf

For more information on CDOT Utility Permits:
www.dot.state.co.us/UtilityProgram/

For more information on CDOT Access Permits:
www.dot.state.co.us/AccessPermits/index.htm

For more information on CDOT's Water Quality Program:

Contact: Water Quality Program Manager
4201 East Arkansas Avenue
Shumate Building
Denver, CO 80222
303-757-9343

CDOT's stormwater program website: www.cdoth2o.com

CDOT MS4 Helpline: 303-918-7535

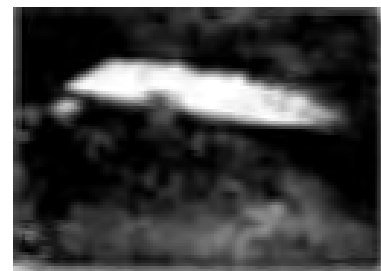
CDOT Illicit Discharge Hotline: 303-512-4H2O (4426)



Stormwater runoff enters the storm drain system, which is different from the wastewater system. Stormwater runoff drains to waterways untreated.

What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground.



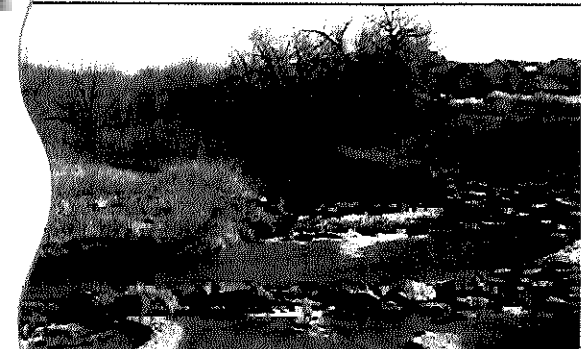
Why is stormwater runoff a problem?

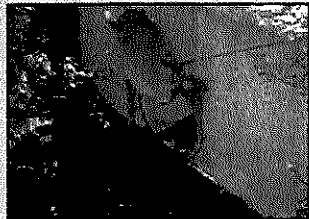
Stormwater can pick up debris, chemicals, dirt, and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland, or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.

CDOT has a permit from the Colorado Department of Public Health and the Environment (CDPHE) to discharge stormwater from its storm drain system. The permit states that only stormwater (and a few other allowable discharges like landscape irrigation overflow) can be discharged from CDOT's storm drain system. Pollutants, such as dirt; fertilizers; pesticides; and oil and grease, antifreeze; and other automotive fluids are strictly prohibited from being disposed of in CDOT's storm drain system.

As part of the permit, CDOT has several different programs to prevent pollutants from entering the storm drain system. The programs are:

- Construction sites program
- New development and redevelopment program
- Illicit discharges program
- Industrial facilities program
- Public education and involvement program
- Pollution prevention and good housekeeping program
- Wet weather monitoring program





CDOT has a program to identify and eliminate any discharge to their storm drain system that is not composed entirely of stormwater (unless authorized by another permit from CDPHE). Allowable discharges into CDOT's storm drain system include the following:

- Landscape irrigation
- Diverted stream flows
- Rising ground waters
- *Uncontaminated* ground water infiltration to separate storm sewers
- *Uncontaminated* pumped ground water
- Discharges from potable water sources
- Foundation drains
- Air conditioning condensation
- Irrigation water
- Springs
- Water from crawl space pumps
- Footing drains
- Lawn watering
- Individual residential car washing
- Individual residential swimming pool and hot tub discharges
- Individual residential street washing
- Water-line flushing
- Flows from riparian habitats and wetlands
- Flows from emergency fire fighting activities
- Water incidental to street sweeping (including associated side walks and medians) and that is not associated with construction

CDOT's Utilities Program

The Utilities program (www.dot.state.co.us/UtilityProgram/) is primarily responsible for providing services in the following areas:

- **Utility/Highway Project Coordination**—Region utilities engineers work with other CDOT employees and utility companies to identify the utilities that are within highway project boundaries and coordinate any necessary relocation of these facilities to facilitate highway construction activities.
- **Utility and Special Use Permitting**—Utility and Special Use Permits are issued to entities external to CDOT to manage the installation of utilities, or the performance of other types of work, within the state highway right-of-way.
- **Access Permits**—Access Permits are required by any entity when a vehicle access needs to be constructed, modified, or relocated within the highway right-of-way.

CDOT does not permit or track indirect connections (e.g., overland flow) to its storm drain system.

Industrial Facilities Program Elements

The goal of the Industrial Facilities Program is to do the following:

1. Educate those directly discharging into CDOT's storm drain system
2. Track direct dischargers
3. Detect and remove any illicit discharges
4. Submit an annual report to CDPHE containing the number of informational brochures distributed, and a summary by region of the number of Utility and Special Use Permits and Access Permits issued.



Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at www.dot.state.co.us/UtilityProgram/Announcements/Announcements.cfm#enviro and www.dot.state.co.us/AccessPermits/index.htm.

In addition, CDOT's MS4 permit requires the development of an additional brochure that promotes the "proper management of potential pollutants in stormwater discharges from industrial facilities" and includes "references to guidance manuals for BMPs that industries can implement to protect stormwater quality." This fact sheet was developed in 2007 and is given to each permittee. This fact sheet is available at www.dot.state.co.us/environmentalienv/WaterQuality/WhatcanIdo.asp.

Tracking

CDOT tracks all Utility and Special Use and Access permittees.

Illicit Discharges

Another requirement of the MS4 permit is a program to detect and remove illicit discharges and improperly disposed of materials from CDOT's storm drain system. Inspections may be conducted in response to the permitting process, a report of unpermitted work in CDOT's right-of-way, or a reported illicit discharge. If CDOT employees see or suspect that an industrial facility is discharging an unallowable pollutant into CDOT's storm drain system, they should call 303-612-4H2O (CDOT's illicit discharge hotline).

Annual Reporting

Regions 1, 2, and 6 submit to CDOT headquarters the number of permits issued each year for its annual report to CDPHE.



CDOT defines a utility or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting, or distributing the following

- Communications
- Cable television
- Power
- Electricity
- Light
- Heat gas
- Oil
- Crude products
- Water
- Steam
- Waste
- Stormwater not connected with highway drainage
- Other similar commodity



State Highway Access Permit

Attachment to Permit No. 411088 - Additional Terms and Conditions

1. If there are any questions regarding this permit, please contact Tim Bilobran at [REDACTED]
2. The Permittee shall refer to all additional standard requirements included with this permit and any enclosed additional terms, conditions, exhibits, and noted attachments.
3. Incorporated as part of this permit are the following:
Application for Access Permit (CDOT Form No. 137)
Permit (CDOT Form No. 101) and its two page attachment
Exhibits:
 "A"- Access Plan
 "B"- Vicinity Map
4. This permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. Any changes in traffic volumes or type, drainage, or other operation aspects may render this permit void, requiring a new permit to be applied for based upon existing and anticipated future conditions.
5. Access construction methods for closing an access and materials shall conform to the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (current edition).
6. If necessary, minor changes, corrections and/or additions to this permit may be ordered by the Department inspector, other Department representative or local authority to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the plans must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.

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

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

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

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

7. This permit is subject to revocation due to: 1) Noncompliance with the provisions of this permit; 2) Abandonment; 3) Superseded by new permit covering the same installation; or 4) Conflict with necessary planned highway construction and/or improvements. The Permittee shall promptly terminate occupancy

State Highway Access Permit

Attachment to Permit No. 411088 - Additional Terms and Conditions

upon notice of cancellation of the permit from the Department, unless a new permit is applied for and granted.

8. Reconstruction may be required when the Permittee has failed to meet the required design and/or material specifications. If any construction element fails within two years due to improper construction or material specifications, the Permittee is responsible for all such repairs.

9. The Department retains the right to perform any necessary maintenance work in this area.

10. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in forward movement. Backing into the right-of-way shall be considered a violation of the terms and conditions of this access permit and may result in revocation of the permit by the Department and/or the issuing authority.

11. The Permittee is responsible for obtaining any necessary additional federal, state, and/or City/County permits or clearances required for the removal of the access. Approval of this access permit does not constitute verification of this action by the Permittee.

12. All costs associated with the closure of this access are the responsibility of the Permittee. This includes design, construction, signing and striping, utility relocation, testing of materials, and inspections.

13. No work will be allowed at night, or on Saturdays, Sundays, and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.

14. Traffic detours or lane closures will not be allowed, unless pre-approved by the Department.

15. Two-way traffic shall be maintained throughout the work area at all times unless specific written authorization is obtained from the Department.

16. No construction vehicles shall be parked, or construction materials/equipment stored, on the State Highway right-of-way overnight.

17. No work shall be performed near a Department electronic traffic control device without coordination with Cobie Garbiso at [REDACTED]

18. Landscaping and site construction shall not obstruct sight distance at any State Highway access point. Landscaping within the State Highway right-of-way requires the Permittee to obtain a CDOT Landscaping Permit from the Traffic/Access Section. The access permit does not authorize that activity. Irrigation of features within the right-of-way may require the Permittee to install a subsurface drain in accordance with CDOT Standard M-605-1 or other approved system. The Permittee shall contact Linda McWilliams at the Greeley Traffic Office, [REDACTED] to obtain the Landscaping Permit.

19. Routine, periodic maintenance and emergency repairs may be performed within the State Highway right-of-way, under the general terms and conditions of the permit. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, will require written authorization from the Department. The Department shall be given proper advance notice whenever maintenance work will affect

the movement or safety of traffic on the State Highway. In an emergency, the Department Region Office and the State Patrol shall immediately be notified of possible hazards.

20. All work is to conform to the plans referenced by this permit on file with the Department or as modified by this permit. (If discrepancies arise, this permit shall take precedence over the plans.) The Department plan review is only for the general conformance with the Department's design and code requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and any other elements which shall be confirmed and correlated at the work site. The Department through the approval of this document, assumes no responsibility for the completeness and/or accuracy of the plans.

21. The State requires a Certificate of Insurance prior to commencing any work on the State Highway right-of-way. Policies shall name the State of Colorado as additional insured party. All vendors, contractors, and utility companies shall procure, at their own expense, and maintain for the duration of the work period, the following minimum insurance coverages:

- A. Standard workman's compensation and employer's liability, including occupational disease, covering all employees engaged in performance of the work at the site, in the amount required by State Statutes.
- B. Comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence and \$2,000,000 annual aggregate.
- C. Automobile liability in the amount of \$1,000,000 combined single limit bodily injury and property damage, for each accident.

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

22. Should any excavation encounter plant or animal fossils, the remains of historic or prehistoric structures, artifacts, (pottery, stone tools, arrowheads, etc.), the work shall be stopped and the Permittee shall notify the Department inspector.

23. Survey markers or monuments must be preserved in their original positions. Notify the Department at [REDACTED] immediately upon damage to or discovery of any such markers or monuments at the work site. Any survey markers or monuments disturbed during the permitted work shall be repaired and/or replaced immediately at the expense of the Permittee.

24. The Permittee or the contractor shall notify Lee Ireton at [REDACTED] or [REDACTED] at least two working days prior to beginning any access improvements or construction of any kind within the State Highway right-of-way. Failure to comply with this requirement may result in revocation of this permit.

25. The Department inspector may suspend any work due to: 1) Noncompliance with the provisions of this permit; 2) Adverse weather or traffic conditions; 3) Concurrent highway construction or maintenance in conflict with permit work; 4) Any condition deemed unsafe for workers or the general public. The work may be resumed upon notice from the Department inspector.

26. Construction traffic devices, when not in use, shall be removed or turned away from traffic.

27. The access closure shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.

28. All required access closure improvements shall be installed prior to the herein authorized use of this access.

29. No paved surface shall be cut unless specified in this permit. Asphalt removal shall be saw cut to assure a straight edge for patching.

30. The access closure shall be constructed in a manner that will not cause water to enter onto the roadway, and will not interfere with the existing drainage system within the State Highway right-of-way. Drainage to the State Highway right-of-way shall not exceed historical rate of flow.

31. All existing drainage structures shall be extended, modified, or upgraded as necessary, to accommodate all new construction and safety standards, in accordance to the Department's standard specifications.

32. The Permittee shall request final inspection by Lee Ireton at [REDACTED] within 10 days following completion of access construction, and prior to authorized use. The Permittee or their representative shall be present.

33. A fully executed complete copy of this permit must be on the job site with the contractor at all times during construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department inspector or the issuing authority.

34. The design and closure of the access and/or development of this property shall not negatively impact adjacent nearby properties. Correction of the problem and cost resulting from damages shall be borne by the Permittee.

35. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to the project, and to obtain any clearances that are required directly for the appropriate agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained CDOT Permitting Offices or may be accessed via the CDOT Planning/Construction-Environmental Guidance webpage at <http://www.dot.state.co.us/environmental/Forms/asp>. **FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN SUSPENSION OR REVOCATION OF YOUR CDOT PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.**

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

Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environmental (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System Permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air condition condensation, irrigation water, springs, footing drains, waterline flushing,

State Highway Access Permit

Attachment to Permit No. 411088 - Additional Terms and Conditions

flows from riparian habitats and wetlands, and flow from fire fighting activities.

ANY OTHER DISCHARGES, including storm water discharges from industrial facility or construction sites, may require Colorado Discharge Permit System permits from CDPHE before work begins. For additional information and forms, go to the CDPHE website at: <http://cdphe.state.co.us/wq/PermitsUnit/wqu>.

ZONE 1
Northern Loam Soil

COMMON NAME	BOTANICAL NAME	APPLICATION RATE
		Pounds pls/Acre
Grasses		
Western wheatgrass	<i>Pascopyrum smithii</i> "Arriba"	8.0
Sideoats grama	<i>Bouteloua curtipendula</i> "Vaughn"	3.0
Green needlegrass	<i>Nassella viridula</i> "Lodorm"	3.0
Buffalograss	<i>Buchloe dactyloides</i> "Texoka"	5.0
Blue grama	<i>Bouteloua gracilis</i> "Hachita"	1.5
Little bluestem	<i>Schizachyrium scoparium</i> "Pastura"	1.5
Prairie junegrass	<i>Koeleria macrantha</i>	0.2
Oats	<i>Avena sativa</i>	3.0
Total		25.2
Forbs		
Prairie coneflower	<i>Ratibida columnaris</i>	0.3
Purple prairie clover	<i>Dalea purpureum</i> var. <i>purpureum</i>	0.5
Dotted gayfeather	<i>Liatrus punctata</i>	0.5
Narrowleaf penstemon	<i>Penstemon angustifolius</i>	0.2
Gaillardia	<i>Gaillardia aristata</i>	1.0
Blue flax	<i>Linum lewisii</i>	0.5
Scarlet globemallow	<i>Sphaeralcea coccinea</i>	0.3
Shrubs		
Fourwing saltbush	<i>Atriplex canescens</i>	0.5
Winterfat	<i>Ceratoides lanata</i>	0.5

SEEDING APPLICATION:

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

MULCHING APPLICATION:

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

SPECIAL REQUIREMENT: Due to high failure rates hydroseeding and /or hydromulching will not be allowed.

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:

11/7/11 TDJ

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

1) Property owner (Permittee) Jerry A Myers		2) Applicant or Agent for permittee (if different from property owner)	
Street address 15859 Hwy. 34		Mailing address	
City, state & zip Fort Morgan 80701	Phone # [REDACTED]	City, state & zip	Phone # (required)
E-mail address [REDACTED]		E-mail address if available	
3) Address of property to be served by permit (required) 15859 Hwy 34			
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? county Morgan subdivision Minor block 1 lot 2 section 3 township 3 North range 58			
5) What State Highway are you requesting access from? Hwy. 34		6) What side of the highway? <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
7) How many feet is the proposed access from the nearest mile post? feet <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W from: 160		How many feet is the proposed access from the nearest cross street? 341 feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W from: CR 16	
8) What is the approximate date you intend to begin construction? Nov 15 2011			
9) Check here if you are requesting a: <input type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated:) <input type="checkbox"/> improvement to existing access <input type="checkbox"/> change in access use <input checked="" type="checkbox"/> removal of access <input type="checkbox"/> relocation of an existing access (provide detail)			
10) Provide existing property use Salvage Yard			
11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies: and/or, permit date:			
12) Does the property owner own or have any interests in any adjacent property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - please describe:			
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - list them on your plans and indicate the proposed and existing access points.			
14) If you are requesting agricultural field access - how many acres will the access serve?			
15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.			
business/land use	square footage	business	square footage
Church			
16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?			
type	number of units	type	number of units
Single family dwelling	1		
17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.			
Indicate if your counts are <input type="checkbox"/> peak hour volumes or <input type="checkbox"/> average daily volumes.		# of passenger cars and light trucks at peak hour volumes 15	# of multi unit trucks at peak hour volumes
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	Total count of all vehicles 0 15	

1B) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

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

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

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

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

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

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

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

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

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

Applicant or Agent for Permittee signature	Print name	Date
<i>Jerry A. Myers</i>	Jerry A. Myers	OCT 31 2011

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

Property owner signature	Print name	Date
<i>Jerry A. Myers</i>	Jerry A. Myers	OCT 31 2011

EXHIBIT "A" – SIMPLE ACCESS DESIGN

09/00

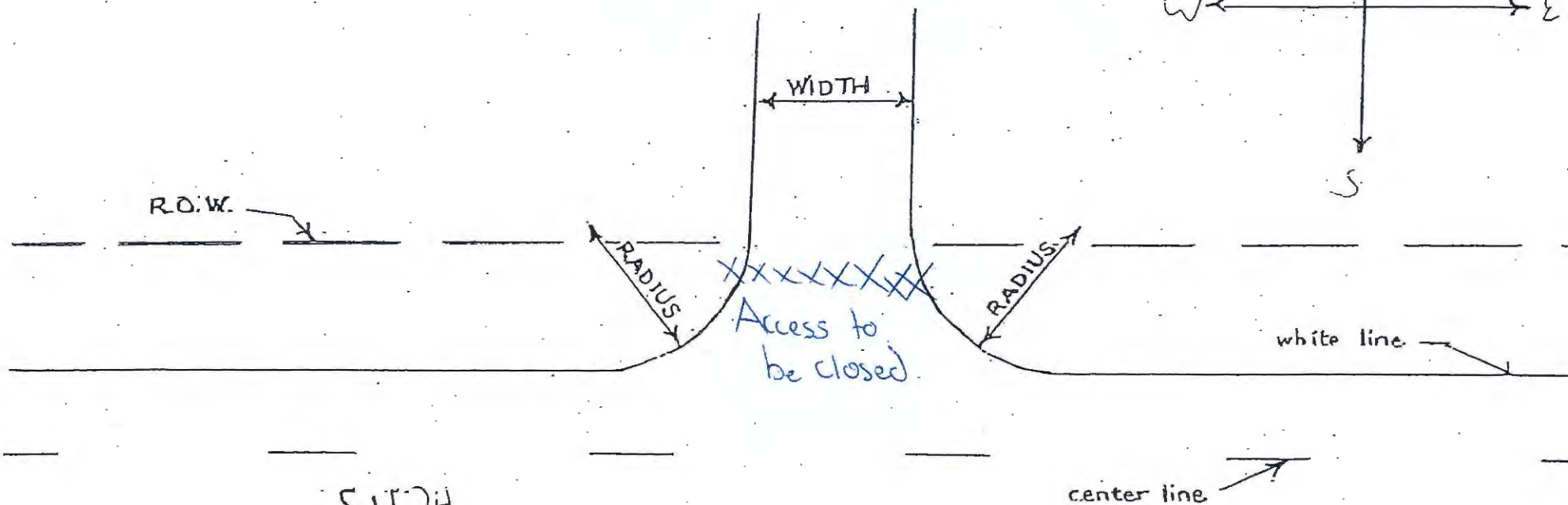
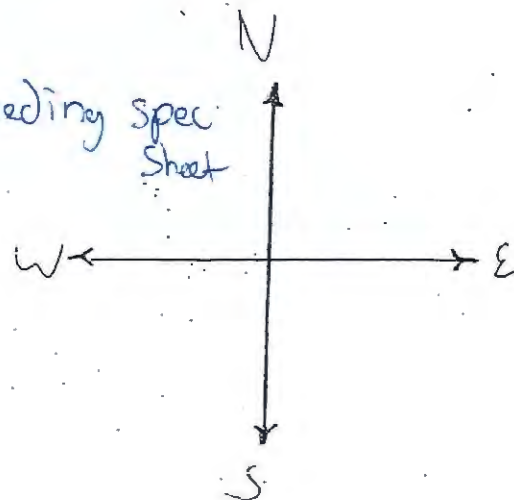
ACCESS PERM

411088

EXHIBIT "A"

- Define:
- width of access exclusive of radii
 - radii
 - profile
 - angle if other than 90°
 - surfacing – material type (asphalt grading, concrete class, total thickness, individual mat thickness for asphaltic materials)
 - curb and gutter type/dimensions/material
 - permanent signing or pavement markings necessary
 - drainage features – culvert type and size (no RCP in ROW), no increased runoff to ROW
 - special or unusual features
 - any landscaping in ROW

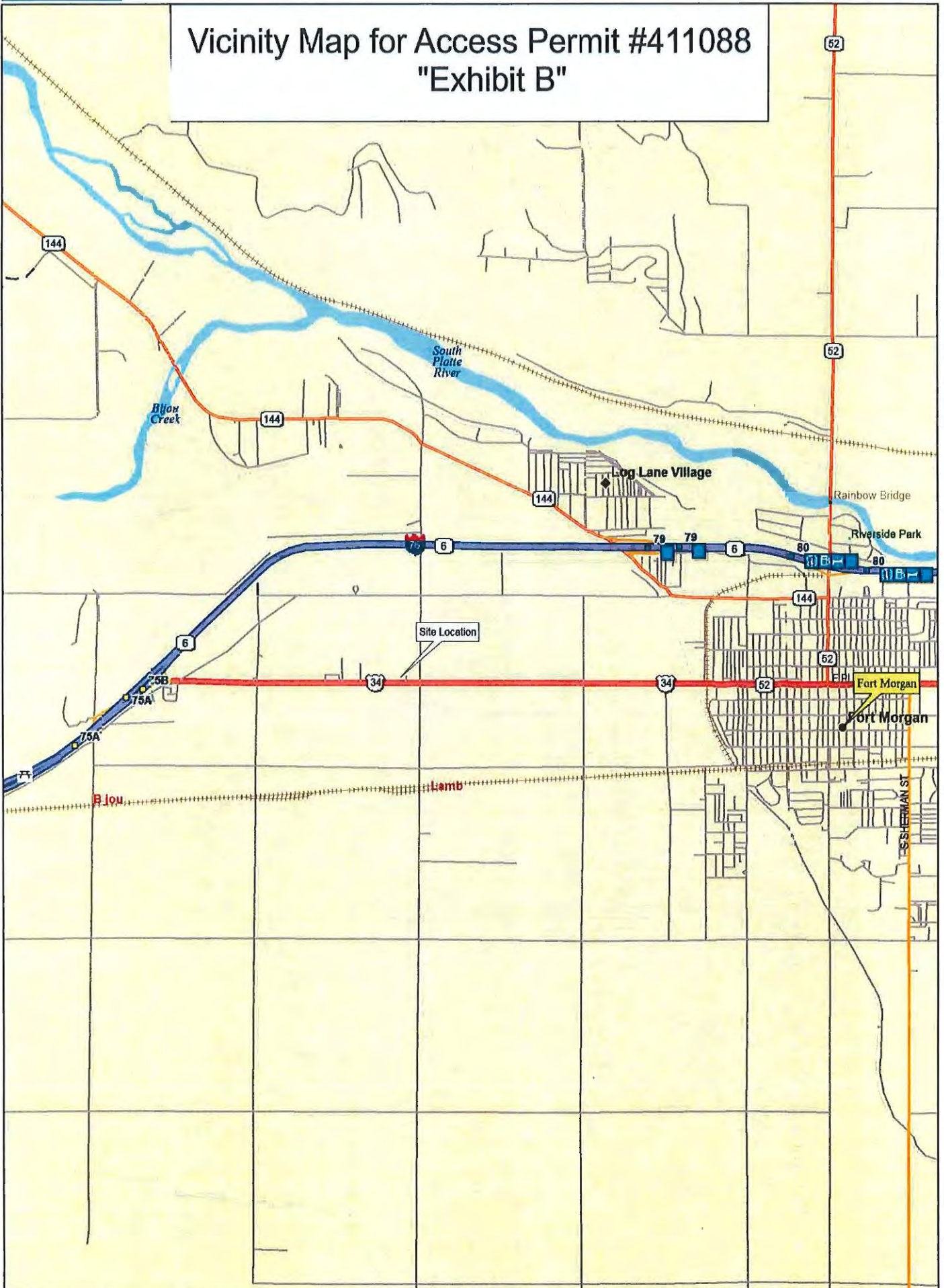
Surfacing: restored to native grass mix per attached seeding spec sheet



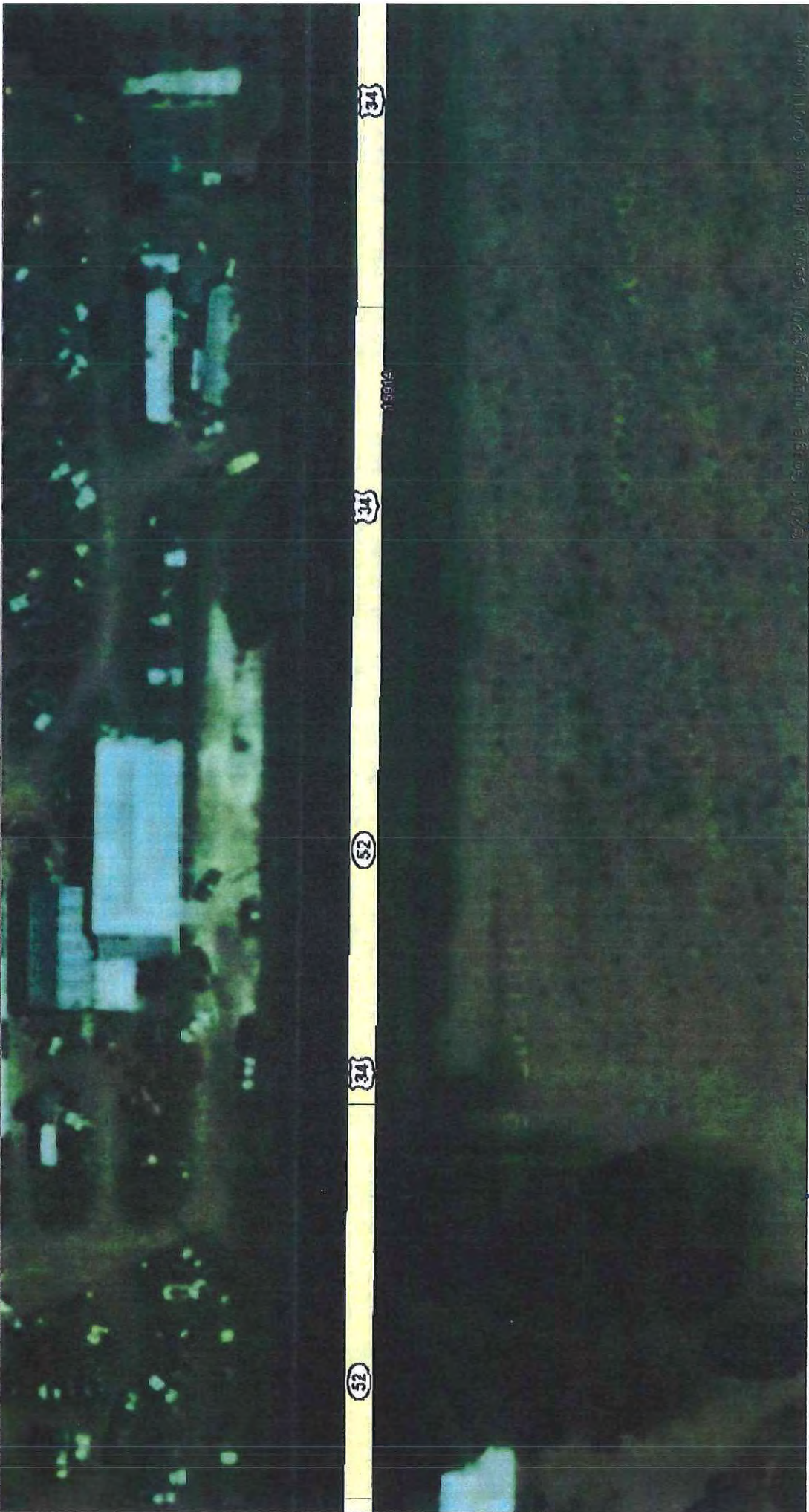
5 N 34

center line

Vicinity Map for Access Permit #411088 "Exhibit B"



4 W



200



his house

-160.413

↑ 191'



-160.377



329'



salvage yard

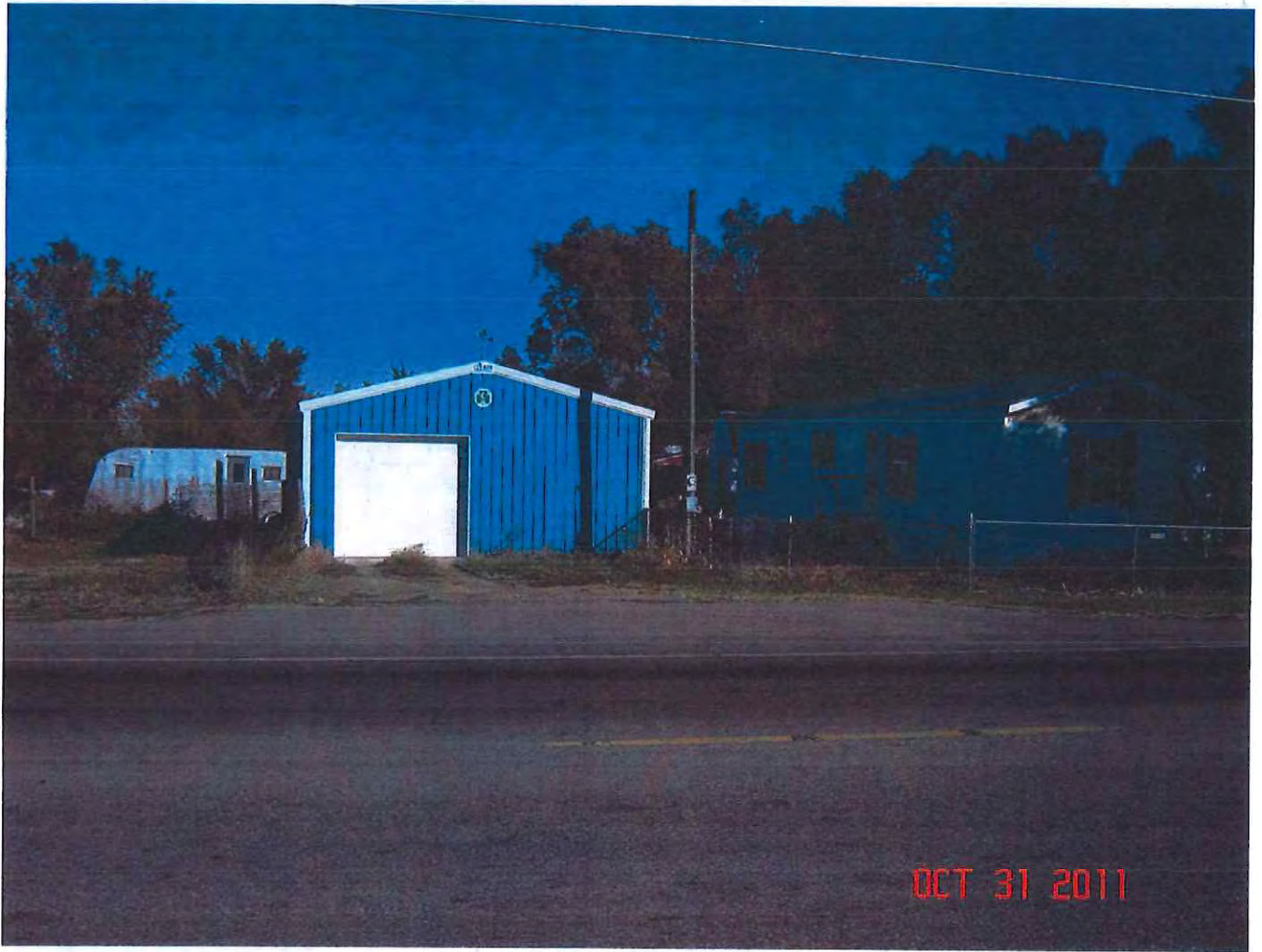
-160.314



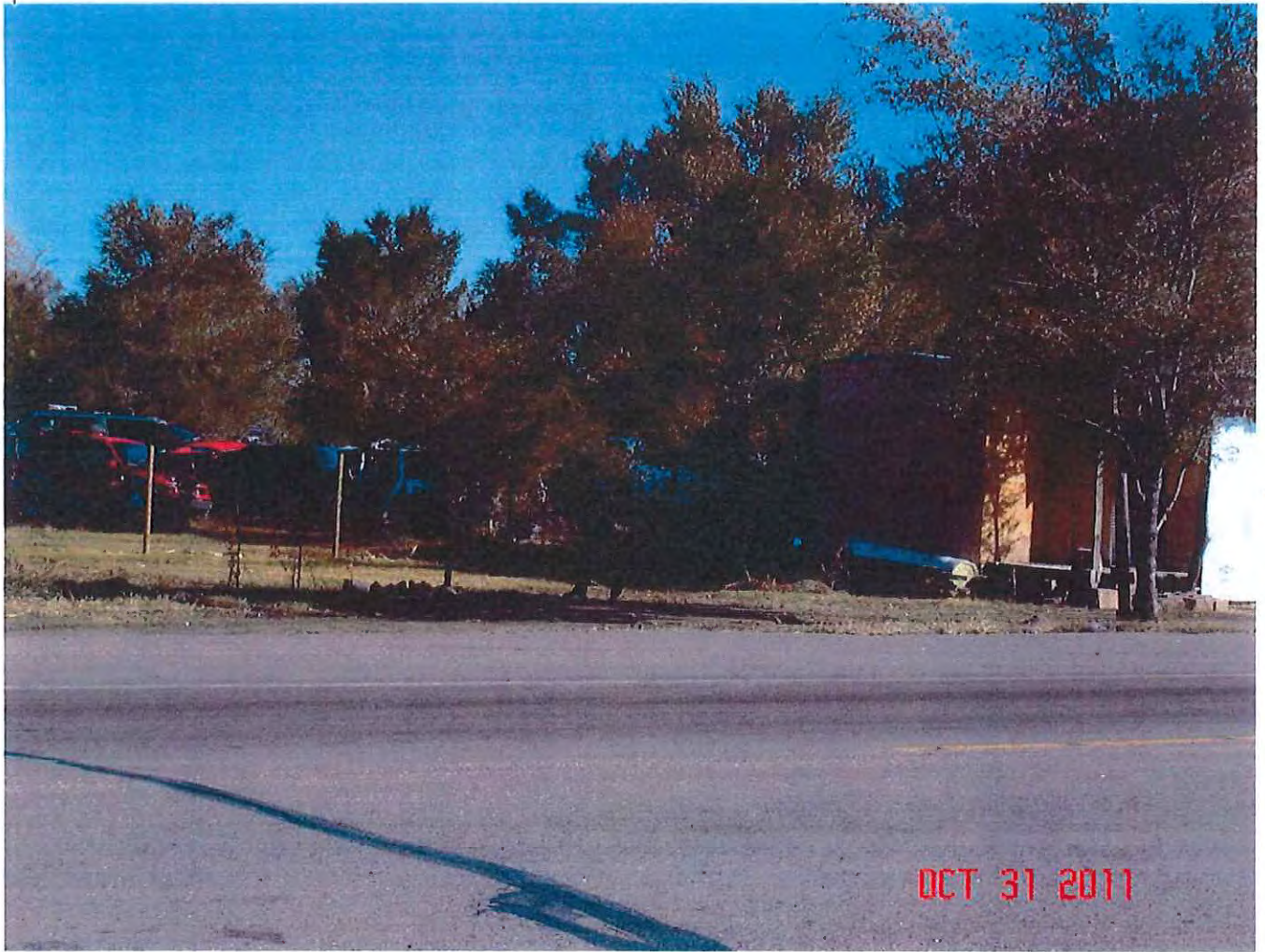
horse



house
access



house



Srce
station

OCT 31 2011



←



← SVCP
STATION





Salvage

bus has



house #1

To see all the details that are visible on screen, use the "Print" link next to the



#2 ~~house~~ service station access

To see all the details that are visible on screen, use the "Print" link next to the

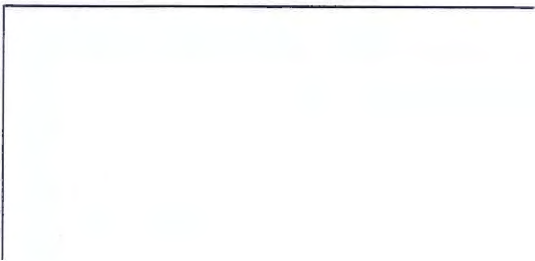
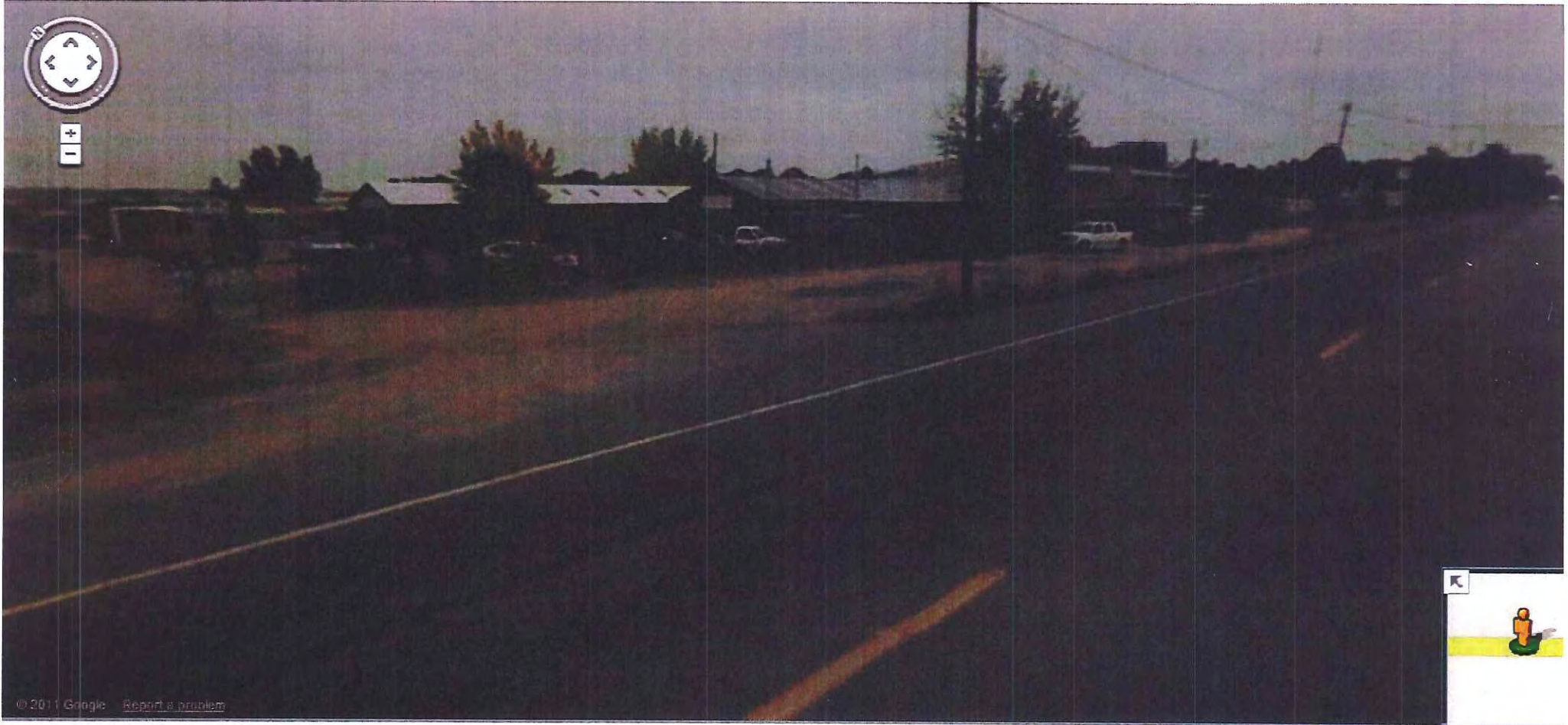
↓ "chv"



Navigation controls including a compass icon, a person icon, a shield with the number 34, and the number 159.

#3 salvage yard

To see all the details that are visible on screen, use the "Print" link next to the



DATE - 10-31-14

INSPECTOR LI

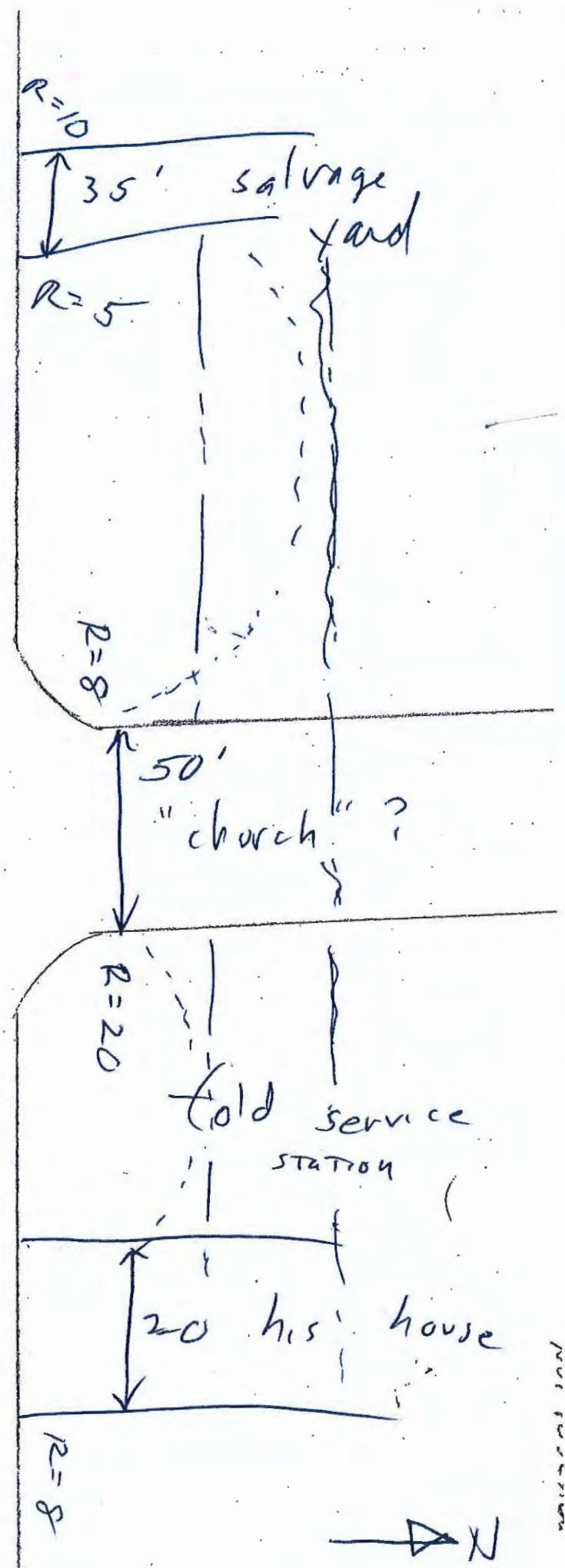
HIGHWAY 34^B (bus?)
MP 160.413
CITY Ft Morgan
COUNTY Morgan

SITE REVIEW

- 1. Located on the LEFT / RIGHT : NORTH / SOUTH : EAST / WEST
- 2. A distance of 2179' E of MP 160
- 3. Posted speed limits 50 WB 50 WB
- 4. Number of driving lanes 2
- 5. Sight Distance MINIMUM REQUIRED: AVAILABLE: Good
- 6. Abutting roads available — Does reasonable alternate access exist? —
- 7. Number of existing driveways serving property 3 lots he says
Length of property along highway 3 drives
- 8. Existing access: Width 27 Radius 8± Existing curb & gutter N
- 9. Existing fence N Existing gate N Existing cattle guard N
- 10. Existing drainage culvert YES NO SIZE TYPE
Culvert required YES NO SIZE TYPE
Depth of fill 1'
- 11. Width of existing driving lane 12' right shoulder 8' EO to ROW 20'
- 12. Speed change lanes & length RT DECEL RT ACCEL LT DECEL RT ACCEL
Tapers
- 13. Distance from planned access to access in both directions 200' exist to
Access to east
- 14. Distance to nearest City/State Highway (if within 2 mile limit) _____
- 15. Survey Markers _____
- 16. Other _____

160.314
salvage
yard

"15859"
54.34



160.377
old service
station
(church)

Jerry's house
160.413

"15935"
54.34

Drives
run behind
row

NOT TO SCALE

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 424098
			State Highway No / Mp / Side 034B / 160.370 / Left
Permit Fee \$50.00	Date of Transmittal 07/15/2024	Region / Section / Patrol / Name 4 / 01 / 27 Brush	Local Jurisdiction Fort Morgan

The Permittee(s): Steve Myers 15859 Us Hwy 34 Fort Morgan, Colorado 80701 [Redacted]	The Applicant(s):	
<p>is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.</p>		
Location: On Highway 34 West of the town of Fort Morgan 488 feet West of CR 16 n the Left (North) side of the roadway		
Access to Provide Service to: (Land Use Code)	(Size)	(Units)
210 - Single-Family Detached Housing	30	ADT
1097 - Agricultural Field Approach	2	ADT
Additional Information: <p>All aspects of the terms and conditions of permit number 424099 and permit number 424100 must be met and inspected prior to the use of this permitted access</p>		

MUNICIPALITY OR COUNTY APPROVAL
 Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Bruce Barnett with the Colorado Department of Transportation, at [Redacted] at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.


Designated by: Permittee Signature: <i>Steve Myers</i>	Print Name Steve Myers	Date 7/15/2024 12:48 PM MDT
Co-Permittee Signature: (if applicable)	Print Name	Date

This permit is not valid until signed by a duly authorized representative of the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

Signature <i>Mike Shepherd</i>	Print Name Mike Shepherd	Title Assistant Access Manager	Date (of issue) 7/15/2024 1:45 PM MDT
-----------------------------------	-----------------------------	-----------------------------------	--

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS CODE NOTICE TO PROCEED	CDOT Permit No. 424098
	State Highway/Mile Post/Side 034B / 160.37/Left
	Local Jurisdiction Fort Morgan

Permittee(s): Steve Myers 15859 Us Hwy 34 Fort Morgan, Colorado 80701 	Applicant:
---	------------

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.

Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)	Title	Date
-----------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department
Colorado Department of Transportation

By (X) <i>Mike Shepherd</i>	Title Assistant Access Manager	Date 7/15/2024 1:45 PM MDT
--------------------------------	-----------------------------------	---------------------------------

State Highway Access Permit Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.
2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.
3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.
4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)
2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.
3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.
4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2000 Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 512-4053 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (Northeastern CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
Sacramento District (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
Albuquerque District (Southeastern CO), Pueblo Office (719) 543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>.

Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<https://www.historycolorado.org/file-access>; 303-866-5216). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

Paleontological Resources - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (<https://www.colorado.edu/cumuseum/research-collections/paleontology/policies-procedure>) and the Denver Museum of Nature and Science (<https://www.dmns.org/science/earth-sciences/earth-sciences-collections/>). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.
- If the permit involve no ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at nicole.peavey@state.co.us or (303)757-9632.

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed.

Contact Information: Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information concerning clearance on CDOT projects is available from the CDOT Asbestos Project Manager

(303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra- state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Clean Water Act section 404 permits are often required for the discharge of dredged or fill material into waters of the U.S., including wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Erosion and Sediment Control Practices - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD. Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/cdot-construction-specifications>). The CDOT Erosion Control and Stormwater Quality Guide (website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>) can also be used to design erosion/sediment controls. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500.

Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>

Site Stabilization - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide should also be used to plan restoration of disturbed vegetation. Website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>

Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE-WQCD at (303) 692- 3500. Website: <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at <https://www.codot.gov/business/designsupport/cdot-construction-specifications> and refer to the specifications and their revisions for sections 101, 107 and 208.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact**

<p>Information: Contact the CDPHE-WQCD at (303) 692-3500. For Applications and Instructions: https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits.</p>
<p>Municipal Separate Storm Sewer System (MS4) Requirements - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit #COS-000005 (https://www.codot.gov/programs/environmental/water-quality/documents). Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.</p>
<p>Post-Construction Permanent Water Quality - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality</p>
<p>Discharges to Storm Sewer Systems</p> <p>Prohibited Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.</p> <p>Allowable Discharges - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Contact Information: Contact the CDPHE-WQCD at (303) 692-3500. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html.</p>
<p>Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4426 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://www.colorado.gov/pacific/cdphe/emergency-reporting-line.</p>
<p>Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). Contact Information: Contact CDPHE (telephone #'s listed above).</p>
<p>Noxious Weeds and Invasive Species Management Plan - Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (https://www.colorado.gov/pacific/agconservation/noxiousweeds) and the Colorado Division of Parks and Wildlife (http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.</p>



COLORADO
Department of
Transportation



COLORADO
Department of
Transportation

What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, rock, sand, any industrial, municipal, or agricultural waste.

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at **(303) 512-4426**
From a safe distance try to estimate the amount of the discharge.
Identify characteristics of the discharge (color, odor, algae, etc.).
Obtain information on the vehicle dumping the waste (if applicable).
Do not approach!
Call *CSP for illicit dumping.
If possible, take a photo, record a license plate.

REMEMBER:
Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

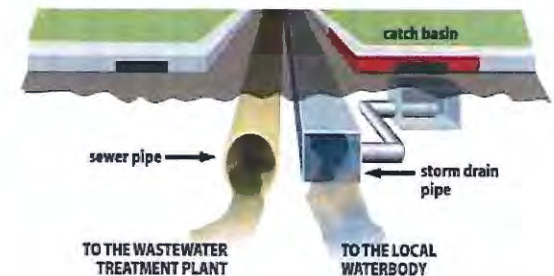
<https://www.codot.gov/business/permits/access/permits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program



COLORADO
Department of
Transportation

Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

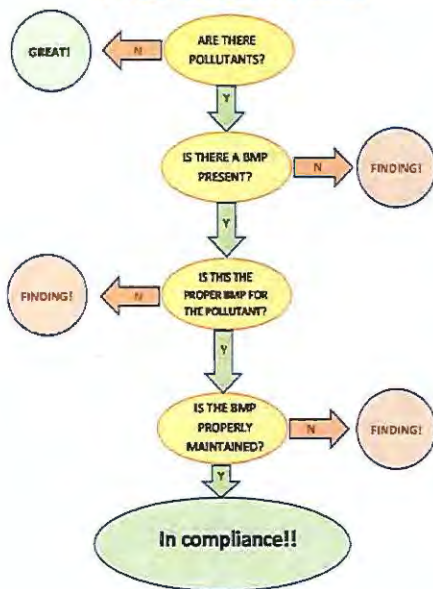
CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

Industrial Facilities Program Elements:

1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

THE GAUNTLET



Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at:

<http://www.coloradodot.info/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>

State Highway Access Permit
Attachment to Permit No. 424098 - Additional Terms and Conditions

1

1. If there are any questions regarding this permit, please contact Mike Shepherd at 970-324-4823.
2. The Permittee or the contractor shall notify Bruce Barnett at [REDACTED] at least two working days prior to beginning any access improvements or construction of any kind within the State Highway right-of-way. Failure to comply with this requirement may result in revocation of this permit.
3. The Permittee shall request final inspection by Bruce Barnett at [REDACTED] within 10 days following the completion of access construction, and prior to authorized use. The Permittee or their representative shall be present.
4. A fully executed complete copy of this permit must be on the job site with the contractor at all times during construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department inspector or the issuing authority.
5. The Permittee shall refer to all additional standard requirements included with this permit and any enclosed additional terms, conditions, exhibits, and noted attachments.
6. All communications related to the deliberative process are considered to be part of the permit.
7. Incorporated as part of this permit are the following:
 - Application for Access Permit (CDOT Form No. 137)
 - Permit (CDOT Form No. 101) and its attachments
 - Exhibits:
 - "A" – Access Plan
 - "B" – Vicinity Map
 - "C" – Seeding
8. This permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. Any changes in traffic volumes or type, drainage, or other operation aspects may render this permit void, requiring a new permit to be applied for based upon the existing and anticipated future conditions.
9. All work is to conform to the plans referenced by this permit on file with the Department or as modified by this permit. (If discrepancies arise, this permit shall take precedence over the plans.) The Department plan review is only for the general conformance with the Department's design and code requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and any other elements which shall be confirmed and correlated at the work site. The Department, through the approval of this document, assumes no responsibility for the completeness and/or accuracy of the plans.

State Highway Access Permit
Attachment to Permit No. 424098 - Additional Terms and Conditions

2

10. The Permittee is responsible for obtaining any necessary additional federal, state, and/or city/county permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee.
11. The Permittee is responsible for the resolution of any unforeseen circumstances.
12. The State requires a Certificate of Insurance prior to commencing any work on the State Highway right-of-way. Policies shall name the State of Colorado as additional insured party. All vendors, contractors, and utility companies shall procure, at their own expense, and maintain for the duration of the work period, the following minimum insurance coverages:
 - A. Standard workman's compensation and employer's liability, including occupational disease, covering all employees engaged in performance of the work at the site, in the amount required by State Statutes.
 - B. Comprehensive general liability in the amount of \$600,000 combined single limit bodily injury and property damage, each occurrence and \$2,000,000 annual aggregate.
 - C. Automobile liability in the amount of \$1,000,000 combined single limit bodily injury and property damage, for each accident.

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

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

State Highway Access Permit

Attachment to Permit No. 424098 - Additional Terms and Conditions

3

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

Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environmental (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System Permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air condition condensation, irrigation water, springs, footing drains, waterline flushing, flows from riparian habitats and wetlands, and flow from fire-fighting activities.

ANY OTHER DISCHARGES, including storm water discharges from industrial facility or construction sites, may require Colorado Discharge Permit System permits from CDPHE before work begins. For additional information and forms, go to the CDPHE website at: <http://cdphe.state.co.us/wq/PermitsUnit/wqu>.

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

State Highway Access Permit
Attachment to Permit No. 424098 - Additional Terms and Conditions

4

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

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

State Highway Access Permit
Attachment to Permit No. 424098 - Additional Terms and Conditions

5

Colorado Department of Transportation
Bid Plans Room
2829 W. Howard Pl.
Denver, CO 80204
[REDACTED]

The State Highway Access Code may be purchased from:

The Public Records Corporation
1666 Lafayette Street
PO Box 18186
Denver, CO 80218
[REDACTED]

The website address is: www.cdot.gov

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

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

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

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

29. No work will be allowed at night, or on Saturdays, Sundays, and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
30. No construction vehicles shall be parked, or construction materials/equipment stored, on the State Highway right-of-way overnight.

State Highway Access Permit
Attachment to Permit No. 424098 - Additional Terms and Conditions

6

31. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in forward movement. Backing into the right-of-way shall be considered a violation of the terms and conditions of the access permit and may result in revocation of the permit by the Department and/or the issuing authority.
32. Traffic detours or lane closures will not be allowed, unless pre-approved by the Department.
33. Two-way traffic shall be maintained throughout the work area at all times unless specific written authorization is obtained from the Department.
34. Construction traffic control devices, when not in use, shall be removed or turned away from traffic. Devices must be stored outside of the roadway clear zone per the latest AASHTO guidelines.
35. Cattle guards are not permitted in State Highway right-of-way.
36. Any fencing modifications should follow the included Standard M-607-1 sheets 1 through 3. Permittee will be required to obtain a highway right-of-way fence agreement for a special fence if the Permittee desires to remove the existing standard highway fencing in this area.

When it is necessary to remove any highway right-of-way fence, the posts on either side of the access entrance shall be securely braced with approved end posts and in conformance with the Department's M-607-1 standard before the fence is cut to prevent slacking of the remaining fence. All posts and wire removed shall be returned to the Department.
37. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.
38. All required access improvements shall be installed prior to the herein authorized use of this access. Failure to do so will result in the appropriate legal action from the Department, up to Permit Revocation.
39. All aspects of the terms and conditions of permit number 424099 and permit number 424100 must be met and inspected prior to the use of this permitted access.
40. The access shall be constructed and maintained as per Exhibit "A".
41. The access shall be constructed at 20 feet wide with 20-foot radii.

State Highway Access Permit

Attachment to Permit No. 474098 - Additional Terms and Conditions

7

42. If deemed necessary the Permittee shall install a new 18-inch corrugated metal pipe and shall provide for proper side slopes. Culverts over 18 inches in diameter shall have end sections.
43. The access shall be constructed perpendicular to the travel lanes of the State Highway for a minimum distance of 40 feet and shall slope down and away from the adjacent pavement edge at a rate of 2% grade for a minimum of 20 feet.
44. The access shall be surfaced immediately upon completion of earthwork construction and prior to use.
45. Surfacing of the access shall be completed as per Exhibit "A".
46. No paved surface shall be cut unless specified in this permit. Asphalt removal shall be saw cut to assure a straight edge for patching. Full panel concrete replacement is required for any concrete work.
47. The new State Highway pavement shall slope on the same plane as the present pavement surface.
48. If frost, water, or moisture is present in the subgrade, no surfacing materials shall be placed until all frost, water, or moisture is gone or removed.
49. The access shall be constructed and maintained in such a manner that will not cause water to enter onto the roadway and will not interfere with the existing drainage system within the State Highway right-of-way. Drainage to the State Highway right-of-way shall not exceed historical rate of flow.
50. All existing drainage structures shall be extended, modified, or upgraded as necessary, to accommodate all new construction and safety standards, in accordance to the Department's standard specifications.
51. Utility plans are not reviewed or authorized by the access permit. They must be submitted to the Region Utility Office. The Permittee shall locate all utilities within the existing right-of-way and any area which may be affected by access or roadway improvements. Plans shall conform to Section 2.3(11)(f) of the State Highway Access Code. The Permittee shall contact the Region Utility Office [REDACTED]

COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:

Instructions:

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

Please print or type

1) Property owner (Permittee) <i>Soree Myers</i>		2) Applicant or Agent for permittee (if different from property owner) <i>N/A</i>	
Street address <i>15859 U.S. Hwy 34</i>		Mailing address	
City, state & zip <i>Fort Morgan, CO 80701</i>	Phone # [REDACTED]	City, state & zip	Phone # (required)
E-mail address [REDACTED]		E-mail address if available	

3) Address of property to be served by permit (required)
15859 U.S. Hwy 34, Fort Morgan, CO, 80701

4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one?
 county *Morgan* subdivision *Holzworth Minot* block *1, 2 and 3* section *3* township *3 North* range *58 W. of the 6th P.M.*

5) What State Highway are you requesting access from?
U.S. Hwy 34

6) What side of the highway?
 N S E W

7) How many feet is the proposed access from the nearest mile post?
0.4 mile (feet *2112 feet*) from: *160*

How many feet is the proposed access from the nearest cross street?
526 feet N S E W from: *Rd 16*

8) What is the approximate date you intend to begin construction?
No construction (Existing Access)

9) Check here if you are requesting a:
 new access temporary access (duration anticipated:) improvement to existing access
 change in access use removal of access relocation of an existing access (provide detail)

10) Provide existing property use
Residential

11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest?
 no yes, if yes - what are the permit number(s) and provide copies: and/or, permit date:

12) Does the property owner or have any interests in any adjacent property?
 no yes, if yes - please describe:

13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?
 no yes, if yes - list them on your plans and indicate the proposed and existing access points.

14) If you are requesting agricultural field access - how many acres will the access serve?

15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.

business/land use	square footage	business	square footage

16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?

type	number of units	type	number of units

17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.

Indicate if your counts are <input type="checkbox"/> peak hour volumes or <input checked="" type="checkbox"/> average daily volumes.	# of passenger cars and light trucks at peak hour volumes <i>8</i>	# of multi unit trucks at peak hour volumes <i>0</i>
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment) <i>0</i>	Total count of all vehicles <i>8</i>

1B) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

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

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

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

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

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

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

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

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

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

Applicant or Agent for Permittee signature	Print name	Date
--	------------	------

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


Property owner signature 	Print name Steve Myers	Date 5/20/2024
---	---------------------------	-------------------

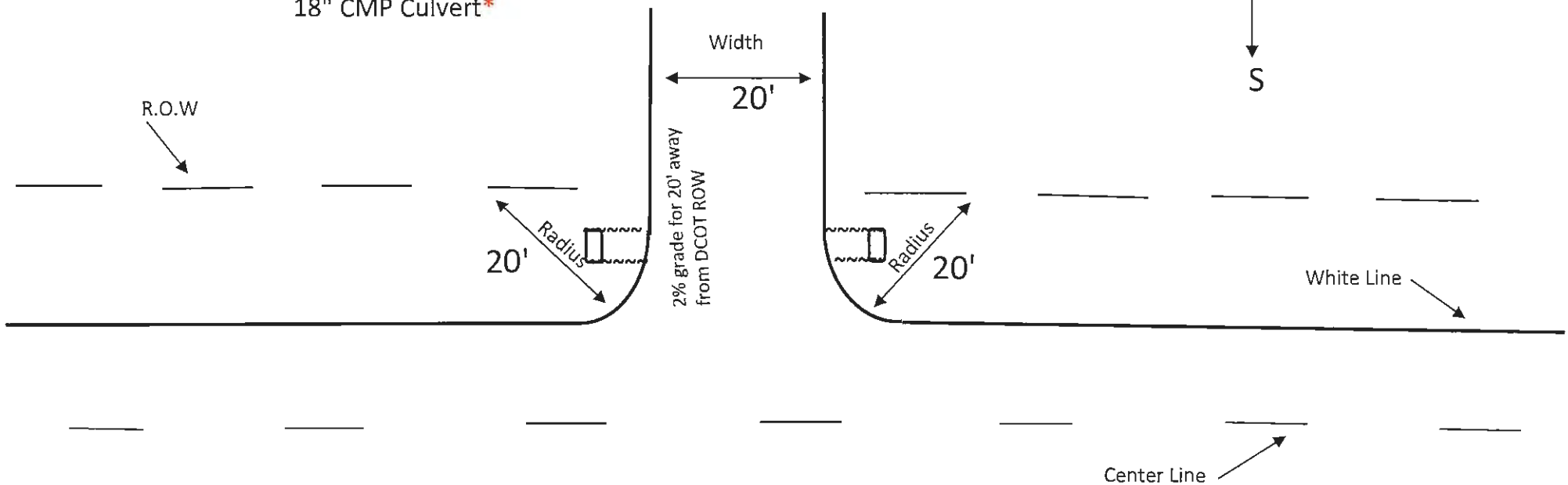
EXHIBIT A

Permit# 424098

EXHIBIT "A" – SIMPLE ACCESS DESIGN

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

SURFACING: 6" ABC or asphalt*
18" CMP Culvert*




CO 34

Center Line

Untitled Map

Write a description for your map.

Legend

 Main access to be constructed as Exhibit - A




Untitled Map

Write a description for your map.


EXHIBIT - B

Legend

 ACCESS TO CLOSE

 WEST ACCESS TO CLOSE

Shared Access for 3 Lots

 EAST ACCESS TO CLOSE

76

34

16

Google Earth

Image © 2024 Airbus



300 ft

EXHIBIT - C

Seed Mix 1 - Orange

Elevation: Low

Water: Low

Grasses

1. *Achnatherum hymenoides* (indian ricegrass) – 7% (1.0 lbs/acre)
2. *Andropogon hallii* (sand bluestem) – 4% (0.5 lbs/acre)
3. *Bouteloua curtipendula* (sideoats grama) – 5% (0.6 lbs/acre)
4. *Bouteloua gracilis* (blue grama) – 7% (0.5 lbs/acre)
5. *Distichlis spicata* (saltgrass) – 2% (0.3 lbs/acre)
6. *Elymus canadensis* (Canada wildrye) – 4% (0.7 lbs/acre)
7. *Elymus elymoides* (squirreltail) – 7% (1.5 lbs/acre)
8. *Hesperostipa comata* (needle and thread) – 7% (1.2 lbs/acre)
9. *Panicum virgatum* (switchgrass) – 7% (0.4 lbs/acre)
10. *Schizachyrium scoparium* (little bluestem) – 5% (0.5 lbs/acre)
11. *Sporobolus airoides* (alkali sacaton) – 5% (0.1 lbs/acre)
12. *Sporobolus cryptandrus* (sand dropseed) – 5% (0.1 lbs/acre)

Forbs/Flowering

1. *Asclepias speciosa* (showy milkweed) – 6% (1.8 lbs/acre)
2. *Cleome serrulata* (Rocky Mountain bee plant) – 5% (0.8 lbs/acre)
3. *Coreopsis tinctoria* (golden tickseed) – 3% (0.03 lbs/acre)
4. *Dalea purpurea* (purple prairie clover) – 3% (0.2 lbs/acre)
5. *Gaillardia aristata* (blanketflower) – 4% (0.6 lbs/acre)
6. *Helianthus annuus* (common sunflower) – 5% (0.8 lbs/acre)
7. *Linum lewisii* (Lewis flax) – 4% (0.3 lbs/acre)
8. *Machaeranthera tanacetifolia* (Tahoka daisy) – 2% (0.2 lbs/acre)
9. *Verbena stricta* (hoary verbena) – 3% (0.03 lbs/acre)

Seeding Application:

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

Mulching Application:

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

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

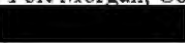
COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 424099
			State Highway No / Mp / Side 034B / 160.310 / Left
Permit Fee \$0.00	Date of Transmittal 07/15/2024	Region / Section / Patrol / Name 4 / 01 / 27 Brush	Local Jurisdiction Fort Morgan

The Permittee(s): Steve Myers 15859 Us Hwy 34 Fort Morgan, Colorado 80701 [Redacted]	The Applicant(s):	
<p>is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.</p>		
Location: On Highway 34 West of the town of Fort Morgan 822 feet West of CR 16 n the Left (North) side of the roadway		
Access to Provide Service to: (Land Use Code) ACCESS TO CLOSE	(Size) 0	(Units) ADT
Additional Information: <p>This Access must be removed in its entirety and returned to its natural geographical state Prior to the use of the access associated with permit number 424098. Permittee must call inspector listed on the permit for inspection and photographs of the closed access must be emailed to [Redacted] no later than 90 after permit issued date.</p>		

MUNICIPALITY OR COUNTY APPROVAL Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used. The permittee shall notify Bruce Barnett with the Colorado Department of Transportation, at (970) 381-1742 at least 48 hours prior to commencing construction within the State Highway right-of-way. The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
DocuSigned by: Permittee Signature: <i>Steve Myers</i>	Print Name Steve Myers	Date 7/15/2024 1:53 PM MDT	
Co-Permittee Signature: (if applicable)	Print Name	Date	

This permit is not valid until signed by a duly authorized representative of the Department. COLORADO DEPARTMENT OF TRANSPORTATION			
DocuSigned by: Signature <i>Mike Shepherd</i>	Print Name Mike Shepherd	Title Assistant Access Manager	Date (of issue) 7/15/2024 2:04 PM MDT

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS CODE NOTICE TO PROCEED	CDOT Permit No. 424099
	State Highway/Mile Post/Side 034B / 160.31/Left
	Local Jurisdiction Fort Morgan

Permittee(s): Steve Myers 15859 Us Hwy 34 Fort Morgan, Colorado 80701 	Applicant:
--	------------

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.

Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)	Title	Date
------------------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department

Colorado Department of Transportation

By (X) Mike Shepherd	Title Assistant Access Manager	Date 7/15/2024 2:04 PM MDT
--------------------------------	--	--

**State Highway Access Permit
Form 101, Page 2**

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4]

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2000 Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 512-4053 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
 - Omaha District (Northeastern CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
 - Sacramento District (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
 - Albuquerque District (Southeastern CO), Pueblo Office (719) 543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>.

Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<https://www.historycolorado.org/file-access>; 303-866-5216). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

Paleontological Resources - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (<https://www.colorado.edu/cumuseum/research-collections/paleontology/policies-procedure>) and the Denver Museum of Nature and Science (<https://www.dmns.org/science/earth-sciences/earth-sciences-collections/>). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.
- If the permit involve no ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at nicole.peavey@state.co.us or (303)757-9632.

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed.

Contact Information: Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager

(303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra- state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Clean Water Act section 404 permits are often required for the discharge of dredged or fill material into waters of the U.S., including wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Erosion and Sediment Control Practices - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD. Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/cdot-construction-specifications>). The CDOT Erosion Control and Stormwater Quality Guide (website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>) can also be used to design erosion/sediment controls. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500.

Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>

Site Stabilization - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide should also be used to plan restoration of disturbed vegetation. Website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>

Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPHE Stormwater Permit. **Contact Information:** Contact the CDPHE-WQCD at (303) 692- 3500. Website: <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at <https://www.codot.gov/business/designsupport/cdot-construction-specifications> and refer to the specifications and their revisions for sections 101, 107 and 208.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact**

Information: Contact the CDPHE-WQCD at (303) 692-3500. For Applications and Instructions:

<https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Requirements - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit #COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs>.

Post-Construction Permanent Water Quality - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality>

Discharges to Storm Sewer Systems

Prohibited Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.

Allowable Discharges - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html>.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4426 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan - Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.



COLORADO
Department of
Transportation



COLORADO
Department of
Transportation

What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, rock, sand, any industrial, municipal, or agricultural waste.

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at (303) 512-4426
From a safe distance try to estimate the amount of the discharge.
Identify characteristics of the discharge (color, odor, algae, etc.).
Obtain information on the vehicle dumping the waste (if applicable).

Do not approach!

Call *CSP for illicit dumping.

If possible, take a photo, record a license plate.

REMEMBER:

Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

<https://www.codot.gov/business/permits/access/permits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program

Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

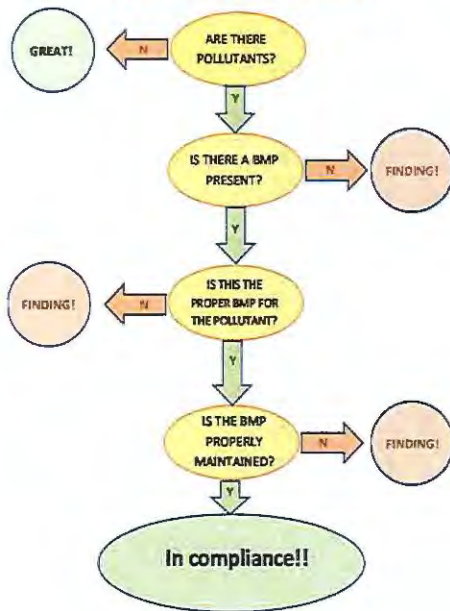
CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

Industrial Facilities Program Elements:

1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

THE GAUNTLET



Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at: <http://www.coloradodot.info/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>

State Highway Access Permit

Attachment to Permit No. 424099 - Additional Terms and Conditions

1

1. If there are any questions regarding this permit, please contact Mike Shepherd at 970-324-4823.
2. The Permittee or the contractor shall notify Bruce Barnett at (970) 381-1742 at least two working days prior to beginning any access improvements or construction of any kind within the State Highway right-of-way. Failure to comply with this requirement may result in revocation of this permit.
3. The Permittee shall request final inspection by Bruce Barnett at (970) 381-1742 within 10 days following the completion of access construction, and prior to authorized use. The Permittee or their representative shall be present.
4. A fully executed complete copy of this permit must be on the job site with the contractor at all times during construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department inspector or the issuing authority.
5. The Permittee shall refer to all additional standard requirements included with this permit and any enclosed additional terms, conditions, exhibits, and noted attachments.
6. All communications related to the deliberative process are considered to be part of the permit.
7. Incorporated as part of this permit are the following:
 - Application for Access Permit (CDOT Form No. 137)
 - Permit (CDOT Form No. 101) and its attachments
 - Exhibits:
 - "A" – Vicinity Map
 - "B" – Picture of access to close
 - "C" – Seeding Mix
8. This permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. Any changes in traffic volumes or type, drainage, or other operation aspects may render this permit void, requiring a new permit to be applied for based upon the existing and anticipated future conditions.
9. All work is to conform to the plans referenced by this permit on file with the Department or as modified by this permit. (If discrepancies arise, this permit shall take precedence over the plans.) The Department plan review is only for the general conformance with the Department's design and code requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and any other elements which shall be confirmed and correlated at the work site. The Department, through the approval of this document, assumes no responsibility for the completeness and/or accuracy of the plans.

State Highway Access Permit
Attachment to Permit No. 424099 - Additional Terms and Conditions

10. The Permittee is responsible for obtaining any necessary additional federal, state, and/or city/county permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee.
11. The Permittee is responsible for the resolution of any unforeseen circumstances.
12. The State requires a Certificate of Insurance prior to commencing any work on the State Highway right-of-way. Policies shall name the State of Colorado as additional insured party. All vendors, contractors, and utility companies shall procure, at their own expense, and maintain for the duration of the work period, the following minimum insurance coverages:
 - A. Standard workman's compensation and employer's liability, including occupational disease, covering all employees engaged in performance of the work at the site, in the amount required by State Statutes.
 - B. Comprehensive general liability in the amount of \$600,000 combined single limit bodily injury and property damage, each occurrence and \$2,000,000 annual aggregate.
 - C. Automobile liability in the amount of \$1,000,000 combined single limit bodily injury and property damage, for each accident.

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

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

State Highway Access Permit
Attachment to Permit No. 424099 - Additional Terms and Conditions

3

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

Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environmental (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System Permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air condition condensation, irrigation water, springs, footing drains, waterline flushing, flows from riparian habitats and wetlands, and flow from fire-fighting activities.

ANY OTHER DISCHARGES, including storm water discharges from industrial facility or construction sites, may require Colorado Discharge Permit System permits from CDPHE before work begins. For additional information and forms, go to the CDPHE website at: <http://cdphe.state.co.us/wq/PermitsUnit/wqu>.

17. Should any excavation encounter plant or animal fossils, the remains of historic or prehistoric structures, artifacts, (pottery, stone tools, arrowheads, etc.), the work shall be stopped and the Permittee shall notify the Department inspector.
18. Survey markers or monuments must be preserved in their original positions. Notify the Department at 970-302-2587 immediately upon damage to or discovery of such markers or monuments at the work site. Any survey markers or monuments disturbed during the permitted work shall be repaired and/or replaced immediately at the expense of the Permittee.
19. Landscaping and site construction shall not obstruct sight distance at any State Highway access point. Landscaping within the State Highway right-of-way requires the Permittee to obtain a CDOT Landscaping Permit from the Traffic/Access Section. The access permit does not authorize that activity. Irrigation of features within the right-of-way may require the Permittee to install a subsurface drain in accordance with CDOT Standard M-605-1 or other approved system. The Permittee shall contact Allyson Young at the Greeley Traffic Office, 970-381-8995 to obtain the Landscaping Permit.
20. This permit is subject to revocation due to: 1) Noncompliance with the provisions of this permit; 2) Abandonment; 3) Supersededure by new permit covering the same installation; or 4) Conflict with necessary planned highway construction and/or improvements. The permittee shall promptly terminate occupancy upon notice of cancellation of the permit from the Department, unless a new permit is applied for and granted.
21. The Department inspector may suspend work due to: 1) Noncompliance with the provisions of this permit; 2) Adverse weather or traffic conditions; 3) Concurrent highway construction or maintenance in conflict with permit work; 4) Any condition deemed unsafe for workers or the general public. The work may be resumed upon notice from the Department Inspector.

State Highway Access Permit
Attachment to Permit No. 424099 - Additional Terms and Conditions

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

State Highway Access Permit
Attachment to Permit No. 424099 - Additional Terms and Conditions

5

Some of the reference materials listed above (A through E) may be purchased from:
Colorado Department of Transportation
Bid Plans Room
2829 W. Howard Pl.
Denver, CO 80204
[REDACTED]

The State Highway Access Code may be purchased from:
The Public Records Corporation
1666 Lafayette Street
PO Box 18186
Denver, CO 80218
[REDACTED]

The website address is: www.cdot.gov

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

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

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

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

29. No work will be allowed at night, or on Saturdays, Sundays, and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
30. No construction vehicles shall be parked, or construction materials/equipment stored, on the State Highway right-of-way overnight.

State Highway Access Permit

Attachment to Permit No. 424099 - Additional Terms and Conditions

6

31. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in forward movement. Backing into the right-of-way shall be considered a violation of the terms and conditions of the access permit and may result in revocation of the permit by the Department and/or the issuing authority.
32. Traffic detours or lane closures will not be allowed, unless pre-approved by the Department.
33. Two-way traffic shall be maintained throughout the work area at all times unless specific written authorization is obtained from the Department.
34. Construction traffic control devices, when not in use, shall be removed or turned away from traffic. Devices must be stored outside of the roadway clear zone per the latest AASHTO guidelines.
35. Cattle guards are not permitted in State Highway right-of-way.
36. Any fencing modifications should follow the included Standard M-607-1 sheets 1 through 3. Permittee will be required to obtain a highway right-of-way fence agreement for a special fence if the Permittee desires to remove the existing standard highway fencing in this area.

When it is necessary to remove any highway right-of-way fence, the posts on either side of the access entrance shall be securely braced with approved end posts and in conformance with the Department's M-607-1 standard before the fence is cut to prevent slacking of the remaining fence. All posts and wire removed shall be returned to the Department.
37. The access shall be removed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.
38. All required access removal shall be removed prior to the herein authorized use of the access associated with access #424098. Failure to do so will result in the appropriate legal action from the Department, up to Permit Revocation.
39. No paved surface shall be cut unless specified in this permit. Asphalt removal shall be saw cut to assure a straight edge for patching. Full panel concrete replacement is required for any concrete work.
40. The new State Highway pavement shall slope on the same plane as the present pavement surface.
41. If frost, water, or moisture is present in the subgrade, no surfacing materials shall be placed until all frost, water, or moisture is gone or removed.

State Highway Access Permit

Attachment to Permit No. 424099 - Additional Terms and Conditions

7

42. The access shall be removed in such a manner that will not cause water to enter onto the roadway and will not interfere with the existing drainage system within the State Highway right-of-way. Drainage to the State Highway right-of-way shall not exceed historical rate of flow.
43. All existing drainage structures shall be extended, modified, or upgraded as necessary, to accommodate all new construction and safety standards, in accordance to the Department's standard specifications.
44. This access (PRESENT/on HWY 34 at Mile Marker 160.130) must be removed in its entirety by the agreed upon date on the front of this permit. Removal shall include, but is not limited to, the return of the highway right-of-way slopes, ditches, and fences to match existing adjacent conditions, INCLUDING REMOVAL OF ASPHALT APRONS. Any asphalt removed from the highway shall result in a smooth finished edge. The right-of-way must be restored to the original condition on this date using the included seeding mixture. Revegetation efforts must be continuously monitored until they are accepted by the CDOT Access Inspector.
45. Utility plans are not reviewed or authorized by the access permit. They must be submitted to the Region Utility Office. The Permittee shall locate all utilities within the existing right-of-way and any area which may be affected by access or roadway improvements. Plans shall conform to Section 2.3(11)(f) of the State Highway Access Code. The Permittee shall contact the Region Utility Office [REDACTED]

**COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS PERMIT APPLICATION**

Issuing authority application acceptance date:

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

1) Property owner (Permittee) <i>Steve Myers</i>		2) Applicant or Agent for permittee (if different from property owner) <i>N/A</i>	
Street address <i>15859 U.S. Hwy 34</i>		Mailing address	
City, state & zip <i>Fort Morgan, CO 80701</i>	Phone # <i>970-370-1507</i>	City, state & zip	Phone # (required)
E-mail address		E-mail address if available	

3) Address of property to be served by permit (required)
15859 U.S. Hwy 34, Fort Morgan, CO, 80701

4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one?
county *Morgan* subdivision *Holzworth Minot* block *1, 2 and 3* lot *3* section *3* township *3 North* range *58 W. of the 6th P.M.*

5) What State Highway are you requesting access from?
U.S. Hwy 34

6) What side of the highway?
 N S E W

7) How many feet is the proposed access from the nearest mile post?
2112 Feet
0.4 mile feet N S E W from: *160*

How many feet is the proposed access from the nearest cross street?
526 feet N S E W from: *Rd 16*

8) What is the approximate date you intend to begin construction?
No construction (Existing Access)

9) Check here if you are requesting a:
 new access temporary access (duration anticipated: _____) improvement to existing access
 change in access use removal of access relocation of an existing access (provide detail)

10) Provide existing property use
Residential

11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest?
 no yes, if yes - what are the permit number(s) and provide copies: _____ and/or, permit date: _____

12) Does the property owner own or have any interests in any adjacent property?
 no yes, if yes - please describe: _____

13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?
 no yes, if yes - list them on your plans and indicate the proposed and existing access points.

14) If you are requesting agricultural field access - how many acres will the access serve?

15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.

business/land use	square footage	business	square footage

16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?

type	number of units	type	number of units

17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.

Indicate if your counts are <input type="checkbox"/> peak hour volumes or <input checked="" type="checkbox"/> average daily volumes.	# of passenger cars and light trucks at peak hour volumes <i>8</i>	# of multi unit trucks at peak hour volumes <i>0</i>
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment) <i>0</i>	Total count of all vehicles <i>8</i>

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

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

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

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

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

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

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

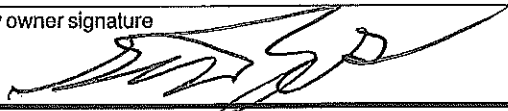
If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

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

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

Applicant or Agent for Permittee signature	Print name	Date
--	------------	------

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

Property owner signature 	Print name Steve Myers	Date 5/20/2024
---	---------------------------	-------------------



Cheryl Brindisi <cbrindisi@co.morgan.co.us>

Access to Myers properties

8 messages

Cheryl Brindisi <cbrindisi@co.morgan.co.us>

Wed, Jul 17, 2024 at 10:28 AM

To: "Robert (Mike) Shepherd - CDOT" [REDACTED]

Cc: Jenafer Santos <jsantos@co.morgan.co.us>, Nicole Hay <nhay@co.morgan.co.us>

Hello and Good Day!

Our office has received an application for an Amended Plat for the properties of 122703001001 (Randy Myers), 122703001002 (Terry Myers), 122703001003 (Steve Myers) all consecutive parcel numbers and each parcel owned separately by the Myers brothers. The east parcel 122703001001 has 1 single family residence and 1 garage. The center parcel 122703001002 has a church, a Commercial building that I believe was utilized most recently as a residence, a couple machinery buildings and what appears to be a single family home behind the Commercial building. The west parcel 122703001003 has 1 single family home. Currently each of these parcels appear to have an access. I have received from Steve Myers 3 CDOT access permits.

Permit 411086 shows access granted to the center parcel in 2011.

Permit 411088 shows that the east parcel access is to be closed in 2012.

Permit 424100 shows that the east parcel access is to be closed in 2024.

The Myers goal of the proposed Amended Plat is to make each of the 3 parcels more equal in size with one another. My question is this; Is CDOT requiring the 3 parcels to share the center access from permit 411086 designated for parcel 122703001002?

Thank you**Cheryl Brindisi, Planning and Zoning Administrative Assistant***Morgan County Planning and Zoning**231 Ensign St.**PO Box 596**Fort Morgan, CO 80701**970-542-3526*CBrindisi@co.morgan.co.us

Screenshot 2024-07-17 101617-Myers.jpg

131K

Shepherd - CDOT, Robert (Mike) [REDACTED]

Wed, Jul 17, 2024 at 12:04 PM

To: Cheryl Brindisi <cbrindisi@co.morgan.co.us>

Cc: Jenafer Santos <jsantos@co.morgan.co.us>, Nicole Hay <nhay@co.morgan.co.us>

Hi Cheryl,

I gave them 3 permits in total. I have attached a snip of Google Earth that shows what prmtl goes to what access. The Easternmost access was supposed to be closed back in 2011 but somehow fell through the cracks and it never was closed. I repermited it this time with the stipulation it must be inspected as closed within 90 days. In summary of what we had told them is they had to have a shared access for all three parcels. They said they were ok with that and plan on having a road on their property that goes to each property. If you need me to, I could send you a copy of the permits. I hope this helps if not let me know and I will see what I can do to help.

Mike Shepherd

Assistant Access Manager / Utility Permits



P [Redacted]
10601 West 10th Street, Greeley, CO 80634
[Redacted] | <http://codot.gov/> | www.cotrip.org

[Quoted text hidden]



Cheryl Brindisi <cbrindisi@co.morgan.co.us>
To: "Shepherd - CDOT, Robert (Mike)" [Redacted]
Cc: Jenafer Santos <jsantos@co.morgan.co.us>, Nicole Hay <nhay@co.morgan.co.us>

Wed, Jul 17, 2024 at 1:09 PM

Thank you for the clarification. I have all the permits except for Permit # 424099. Would you mind sending that to me?

Thank you

Cheryl Brindisi, Planning and Zoning Administrative Assistant
Morgan County Planning and Zoning
231 Ensign St.
PO Box 596
Fort Morgan, CO 80701
970-542-3526

CBrindisi@co.morgan.co.us

[Quoted text hidden]

Shepherd - CDOT, Robert (Mike) [Redacted]
To: Cheryl Brindisi <cbrindisi@co.morgan.co.us>
Cc: Jenafer Santos <jsantos@co.morgan.co.us>, Nicole Hay <nhay@co.morgan.co.us>

Wed, Jul 17, 2024 at 1:19 PM

Here you go. Just let me know if I can help in any other way.

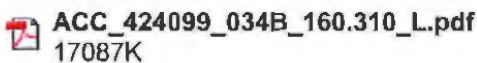
Mike Shepherd

Assistant Access Manager / Utility Permits



P [Redacted]
10601 West 10th Street, Greeley, CO 80634
[Redacted] | <http://codot.gov/> | www.cotrip.org

[Quoted text hidden]



ADDITIONAL APPLICATION INFORMATION

Soil Map

Tax Account Statement

Soil Map—Morgan County, Colorado



Soil Map may not be valid at this scale.

Map Scale: 1:1,960 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84







































Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

8/21/2024
Page 1 of 3

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Morgan County, Colorado
 Survey Area Data: Version 24, Aug 24, 2023

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

Date(s) aerial images were photographed: Apr 14, 2022—Jun 15, 2022

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BIA	Bijou loamy sand, 0 to 1 percent slopes	0.4	2.9%
BuA	Bresser loamy sand, 0 to-3 percent slopes	13.2	97.1%
Totals for Area of Interest		13.6	100.0%

Morgan County Treasurer

Statement of Taxes Due

Account Number R020871
Assessed To

Parcel 122703001003
MYERS, RANDY A
P O BOX 1022
FORT MORGAN, CO 80701

Legal Description

Situs Address

Subd: HOLZWORTH MINOR SUB, FM (03-3-58) Lot: 03 S: 03 T: 3 R: 58 PARC SE1/4NE1/4

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$621.08	\$0.00	\$0.00	(\$621.08)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/31/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 047 - 047 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5530000	\$171.29	MFG HOUSING -	\$14,920	\$1,000
ROAD AND BRIDGE FUND	7.5000000	\$65.70	LAND		
SOCIAL SERVICES FUND	2.0000000	\$17.52	SPECIAL PURPOSE -	\$27,830	\$7,760
FT MORGAN RURAL FIRE DIST	2.8600000*	\$25.05	LAND		
FT MORGAN PEST CONTROL	0.2690000*	\$2.36	Total	\$42,750	\$8,760
MORGAN CO QUALITY WATER	0.8240000	\$7.22			
NORTHERN COLO WATER CD	1.0000000	\$8.76			
RE 3 F M GENERAL FD	27.2230000	\$238.48			
RE 3 F M M/L OVRD	1.5800000	\$13.84			
RE 3 F M BOND RED	8.0890000	\$70.86			
Taxes Billed 2023	70.8980000	\$621.08			

* Credit Levy

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R020870
Assessed To

Parcel 122703001002
MYERS, TERRY R
15859 HWY 34
FORT MORGAN, CO 80701

Legal Description	Situs Address
Subd: HOLZWORTH MINOR SUB, FM (03-3-58) Lot: 02 S: 03 T: 3 R: 58 PARC SE1/4NE1/4	15859 HWY 34

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$4,899.76	\$0.00	\$0.00	(\$4,899.76)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/31/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 047 - 047 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5530000	\$1,351.32	SINGLE FAMILY -	\$86,350	\$5,790
ROAD AND BRIDGE FUND	7.5000000	\$518.32	LAND		
SOCIAL SERVICES FUND	2.0000000	\$138.22	SINGLE FAMILY -	\$326,350	\$21,870
FT MORGAN RURAL FIRE DIST	2.8600000*	\$197.65	IMPS		
FT MORGAN PEST CONTROL	0.2690000*	\$18.59	SPECIAL PURPOSE -	\$80,160	\$22,360
MORGAN CO QUALITY WATER	0.8240000	\$56.95	LAND		
NORTHERN COLO WATER CD	1.0000000	\$69.11	SPECIAL PURPOSE -	\$68,440	\$19,090
RE 3 F M GENERAL FD	27.2230000	\$1,881.38	IMPS		
RE 3 F M M/L OVRD	1.5800000	\$109.19	Total	\$561,300	\$69,110
RE 3 F M BOND RED	8.0890000	\$559.03			
Taxes Billed 2023	70.8980000	\$4,899.76			

* Credit Levy

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R009292
Assessed To

Parcel 122703001001
MYERS, STEVEN E
15859 HWY 34
FORT MORGAN, CO 80701

Legal Description

Situs Address

Subd: HOLZWORTH MINOR SUB, FM (03-3-58) Lot: 01 S: 03 T: 3 R: 58 PARC SE1/4NE1/4

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$249.56	\$7.49	\$0.00	(\$257.05)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/31/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 047 - 047 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5530000	\$68.83	MFG HOUSING -	\$46,300	\$3,100
ROAD AND BRIDGE FUND	7.5000000	\$26.40	LAND		
SOCIAL SERVICES FUND	2.0000000	\$7.04	MFG HOUSING -	\$6,220	\$420
FT MORGAN RURAL FIRE DIST	2.8600000*	\$10.07	IMPS		
FT MORGAN PEST CONTROL	0.2690000*	\$0.95	Total	\$52,520	\$3,520
MORGAN CO QUALITY WATER	0.8240000	\$2.90			
NORTHERN COLO WATER CD	1.0000000	\$3.52			
RE 3 F M GENERAL FD	27.2230000	\$95.82			
RE 3 F M M/L OVRD	1.5800000	\$5.56			
RE 3 F M BOND RED	8.0890000	\$28.47			
Taxes Billed 2023	70.8980000	\$249.56			

* Credit Levy

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

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

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

LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

January 2, 2025

Dear Landowners:

Steve Myers, as applicant and Steve Myers, Terry Myers and Randy Myers as landowners, have submitted an application to our office for an Amended Plat to adjust the property lines of lots 1, 2, and 3 of the Holzworth Minor Subdivision to be more equal in acreage.

Legal Description: Lots 1, 2, and 3 of the Holzworth Minor Subdivision in the NE $\frac{1}{4}$ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, otherwise known as 15935, 15859, and 15855 Hwy 34, Fort Morgan, CO 80701.

This application is scheduled to be heard by the Board of County Commissioners on **Tuesday, January 28, 2025 at 9:00 A.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level) Fort Morgan, Colorado. Landowners within the Holzworth Minor Subdivision are notified of the application and hearing date.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearing and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **January 21, 2025**.

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

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

Mailing list within subdivision

Terry Myers
15859 Hwy 34
Fort Morgan, CO 80701

Steven Myers
15935 Hwy 34
Fort Morgan, CO 80701

Randy and Betty Myers
15855 Hwy 34
Fort Morgan, CO 80701

REFERRAL AGENCIES	RESPONSES RECEIVED
Century Link	
Colorado Parks & Wildlife	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Management	
Morgan County Fire District	
Morgan County Quality Water	
Morgan County Road & Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff Dept.	
Morgan Soil Conservation District	
Morgan Weed & Pest Advisory Board	
Northeast Colorado Health Department	
Xcel Energy	See attached letter from 1/3/2025



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

Century Link	Morgan County Road & Bridge
Colorado Parks and Wildlife	Morgan County Rural Electric Assoc.
Morgan County Assessor	Morgan County Sheriff Dept.
Morgan County Communications Center	Morgan Soil Conservation District
Morgan County Emergency Management	Morgan Weed & Pest Advisory Board
Morgan County Fire District	Northeast Colorado Health Department
Morgan County Quality Water	Xcel Energy

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

DATE: January 2, 2025

RE: Land Use Application – Amended Plat

The following Application for an Amended Plat is submitted to you for review and comments. The application will be heard by the Board of County Commissioners on **Tuesday, January 28, 2025 at 9:00 A.M.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). **You are encouraged to provide comments to this application by January 21, 2025.** Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend the public meeting.

Applicant: Steve Myers

Landowners: Steve Myers, Terry Myers and Randy Myers

Legal Description: Lots 1, 2, and 3 of the Holzworth Minor Subdivision in the NE¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, otherwise known as 15935, 15859, and 15855 Hwy 34, Fort Morgan, CO 80701.

Request: An Amended Plat to adjust property lines of lots 1, 2, and 3 of the Holzworth Minor Subdivision to be more equal in acreage.

Sincerely,

Cheryl Brindisi

Morgan County Planning and Zoning Administrative Assistant



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: [REDACTED]

January 3, 2025

Morgan County Planning and Building Department
231 Ensign / PO Box 596
Fort Morgan, CO 80701

Attn: Cheryl Brindisi, Nicole Hay, Jenafer Santos

Re: Myers – Amended Plat

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for **Myers – Amended Plat** and currently has **no apparent conflict**. Please be aware PSCo owns and operates existing overhead electric distribution facilities along US Highway 34.

The property owner/developer/contractor must complete the application process for any new electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

Violeta Ciocanu (Chokanu)
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: [REDACTED] – Email: [REDACTED]

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY BOARD OF COMMISSIONERS
TUESDAY, JANUARY 28, 2025 AT 9:00 A.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

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

- 1.) **Applicant:** Steve Myers
Landowners: Steve Myers, Terry Myers and Randy Myers
Legal Description: Lots 1, 2, and 3 of the Holzworth Minor Subdivision in the NE¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, otherwise known as 15935, 15859, and 15855 Hwy 34, Fort Morgan, CO 80701.
Request: Amended Plat to adjust the property lines of lots 1, 2, and 3 of the Holzworth Minor Subdivision to be more equal in acreage.
Date of Application: November 22, 2024.

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

To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/89671699642>

Join via phone:

+1 719 359 4580 US

Webinar ID: 896 7169 9642

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Twenty-four hours prior to the meeting, the Board of County Commissioners meeting packet is available here: morgancounty.colorado.gov

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

Nicole Hay

Nicole Hay
Morgan County Planning Administrator

Posted to website: January 14, 2025

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