

AGENDA
MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
Assembly Room, Administration Building
231 Ensign Street, Fort Morgan, CO 80701
Tuesday February 3rd, 2026

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/89421640329> 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 February 2nd, 2026.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/89421640329> listen via phone, please dial: 1-312-626-6799, Meeting ID: 894 216 40329

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/89421640329> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 894 216 40329 9:00 A.M.

A. WELCOME – CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

Commissioner Becker
Commissioner Malone
Commissioner Bernhardt

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.

C. CONSENT AGENDA

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

1. Ratify the Board of County Commissioners approval of **BCC meeting minutes** dated January 20th, 2026.
2. Ratify the Board of County Commissioners approval of **Contract Renewal 2022 CNT 030 R4 The Jamar Company**, term of contract February 17, 2026 through February 16, 2027.
3. Ratify the Board of County Commissioners approval of **Contract Renewal 2023 CNT 026 R4 Long Building Technologies, Inc.**, term of contract February 6, 2026 through February 5, 2027.

*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.

4. Ratify the Board of County Commissioners approval of **Contract Renewal 2025 CNT 023 R1 Veterans Affairs General Fund**, term of contract January 1st, 2026 through December 31st, 2026.
5. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 088 David Bute**, term of contract January 1, 2025 through December 31, 2025.
6. Ratify the Board of County Commissioners approval of **Intergovernmental Agreement 2026 IGA 001 Colorado State Patrol**, Term of IGA January 20, 2026 until termination.
7. Ratify the Board of County Commissioners approval of **Request for Waiver of Rental Fees for East Morgan County Hospital Foundation**, signed December 18th, 2025.
8. Ratify the Board of County Commissioners approval of **Request for Waiver of Rental Fees for Freedom to Cowboy Up**, signed December 16th, 2025.
9. Ratify the Board of County Commissioners approval of **Request for Waiver of Rental Fees for Morgan County Republicans**, signed December 16th, 2025.
10. Ratify the Board of County Commissioners approval of **Request for Waiver of Rental Fees for Morgan County Cattleman's Association**, signed January 27th, 2026.
11. Ratify the Board of County Commissioners approval of on **UP & B License/Crossing Agreement**.
12. Ratify Chairman Jon Becker's signature on **Colorado Liquor License Renewal Application for The Last Stand**.

D. UNFINISHED BUSINESS

No unfinished business.

E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

1. CDOT Grant Application for Phase Five, Morgan County. (Louis Keen, Resident Engineer, CDOT)
2. Consideration of approval of **Amendments to the Morgan County Right-of-Way Regulations**.
3. Consideration of approval of **Amendment to Sandhills Energy Consent Agreement**.
4. Response Letter to the **13th Judicial District Attorney's office**.

F. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS

1. Commissioners Calendar for week of January 30th, 2026 through February 10th, 2026.

G. PLANNING AND ZONING

1. PUBLIC HEARINGS

- A. **Amended Special Use** - Continued Public Hearing from December 16, 2025
Applicant and Landowner: KS Land, LLC
Legal Description: Part of Section 15, Township 5 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Request: Amended Use by Special Review to expand the Four X Ranch Gravel Pit.

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 RIGHT-OF-WAY REGULATIONS

I. Applicability

The purpose of these regulations is to govern work in and occupation or use of the County's rights-of-way which have been opened for public use. These regulations do not govern 1) County rights-of-way which are not open for public use or 2) the maintenance of any County right-of-way that has been granted prior approval by the County or has been required by the County through an approved land use permit. Nothing herein shall be deemed to limit or restrict the County's police powers or authority over its rights-of-way.

II. Application

- A. All work and occupation or use of a County right-of-way, subject to these regulations, requires prior application to be made to the Morgan County Road and Bridge Department on the forms provided by the Department. For purposes of these regulations, "work" shall be defined as follows: any labor performed on, or any use or storage of equipment or materials, including, but not limited to, construction of roads and all related appurtenances, fixtures, improvements, driveway openings, traffic signal devices, or laydown piping. It shall also mean construction that requires lane closures or excavation; and installation and repair of all underground structures such as pipes, conduit, culverts, ducts, tunnels, manholes, vaults, buried cable, wire, or any other similar structure located below surface, and installation and maintenance of overhead poles and wires or other facilities or equipment used for any purpose.
- B. All right-of-way applications shall be accompanied by required information and all applicable fees.
- C. Incomplete applications will not be processed and returned to the applicant.
- D. If required by the County, the applicant shall provide a survey of the road and the proposed location of the work or facility to ensure the proposed work or facility is within the County right-of-way.
- E. Depending on the work performed, the County may require the applicant to enter into public improvement agreement to ensure the completion of such work. If the work is being performed to benefit a specific property or use, the County may require the owner of that property to execute the public improvement agreement.
- F. No work shall be performed in the County right-of-way until a permit is issued by the Morgan County Road and Bridge Department.

III. Restrictions

- A. If the application is for facilities to be placed in the right-of-way, the applicant shall be the owner/operator of the facilities to be placed in the County right-of-

way and executed by the owner/operator. If the application is for work only in the right-of-way with installation of facilities, the applicant may be the individual or entity performing the work.

- B. Road cuts are not allowed on paved roads. All crossings of paved roads must either be bored under the road or installed overhead.
- C. Any underground facility, such as a pipeline or cable, shall be buried a minimum of forty-eight (48) inches below the roadway surface or the bar ditch, as applicable.
- D. All facilities and trenches that parallel County rights-of-way must be placed at least three (3) feet from the shoulder of the road. If the desired location is already occupied by an existing facility, the County may require that the proposed facility be relocated.
- E. A minimum of thirty-six (36) inches of horizontal separation shall be maintained between different facilities using the County right-of-way.
- F. The height of overhead facilities is limited to seventy-five (75) feet. The diameter of any poles or width of any other type of facilities is limited to three (3) feet.
- G. The right-of-way and the bar ditch shall be returned to equal or better condition prior to the commencement of the work, including but not limited to revegetation if required by the County. The applicant must supply adequate evidence of the right-of-way and bar ditch condition for both pre- and post-construction. Such evidence must be supplied prior to commencement of any work. Roads and bar ditches must be backfilled with a minimum of ninety-five percent (95%) compaction. Any settling of a trench or cut must be further back filled by the applicant to the County's satisfaction. The applicant will be required to warrant any restoration of the road surface for a period of twelve (12) months.
- H. The applicant specifically waives the right to any damages for injury to the applicant's facilities caused by the County. Any damage to the applicant's facilities caused by normal County maintenance operations, including mowing, grading, and snowplowing in the County right-of-way is the responsibility of the applicant and not that of Morgan County.
- I. The applicant and its contractor, as applicable, must provide proof of general liability insurance with an aggregate limit of one million dollars (\$1,000,000.00) at the time of application. Such insurance must remain in effect during all installation and restoration activities.
- J. The applicant and its contractor, as applicable, upon issuance of the permit, will be required to hold harmless, indemnify, and defend Morgan County, its officials, employees and agents, from any claim of any person arising from the installation, use, maintenance, or removal of the facilities in the County right-of-way.

- K. The County may require the presence of a County inspector, which may be a third-party hired by the County at the County's sole discretion, when installing facilities under, around, or near bridges and culverts. The cost of a County inspector shall be \$50 per inspection.
- L. Installation of facilities must be completed within twelve (12) months of the date of issuance of a permit except for reclamation which must be completed within eighteen (18) months from the date of issuance.
- M. The applicant will be required to provide the Morgan County Information Systems Department with GIS shape files compatible with County mapping within thirty (30) days of completion of installation, unless the applicant and the County have a current map sharing agreement.
- N. The applicant is responsible for ensuring compliance with any applicable utility or private easement, ditch easement, covenant, or other private agreement. The County is not responsible for identifying easements, covenants, or private agreements for the applicant. The issuance of a permit from the County does not grant permission for applicant to cross any third-party easements which may be within the County right-of-way.

IV. Decision on Application

- A. Except as required under applicable law, the County reserves the right, pursuant to its statutory authority and general police powers, in its sole discretion, to fully regulate the use of its rights way and work performed in its rights-of-way, including the denial of any application or the imposition of conditions to ensure the County's interest in its rights-of-way and the public safety and welfare are maintained.
- B. Any request to deviate from the restrictions in these Regulations must be approved by the Board of County Commissioners. The Board may require modifications to any of the restrictions herein, including but not limited to more stringent restrictions or deny a request, if, in the sole discretion of the Board, it is necessary to maintain the public safety and welfare or in the best interests of the citizens of Morgan County.

CONSENT AND AGREEMENT

among

THE COUNTERPARTY SIGNATORY HERETO

SANDHILLS ENERGY, LLC,
a Nebraska limited liability company
(Company),

and

ALTER DOMUS (US) LLC,
as Collateral Agent for the Secured Parties,

Dated as of _____, 202~~6~~

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this "Consent"), dated as of _____, 2025, is entered into by and among the "Counterparty" signatory hereto (together with its permitted successors and assigns, "Counterparty"), ALTER DOMUS (US) LLC, in its capacity as collateral agent for the Secured Parties, as defined below (together with its successors, designees and assigns in such capacity, the "Collateral Agent"), and SANDHILLS ENERGY, LLC, a limited liability company formed and existing under the laws of the State of Nebraska (together with any of its subsidiaries and affiliates party to the Assigned Agreement defined below, the "Company").

RECITALS

A. Counterparty and the Company have entered into that certain agreement identified on Schedule A hereto (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof the "Assigned Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Assigned Agreement.

B. The Company has entered into that certain Financing Agreement, dated as of October 6, 2025 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement", and together with the other Financing Documents (as defined in the Financing Agreement), the "Secured Agreements"), by and among the Company, the financial institutions from time to time party thereto as lenders (the "Lenders"), ALTER DOMUS (US) LLC, as the administrative agent thereunder (together with its successors and assigns in such capacity, "Administrative Agent") for the Lenders and as the collateral agent thereunder for the Secured Parties, and the other parties thereto, pursuant to which, among other things, the Lenders have extended commitments to make loans, and make other financial accommodations for the benefit of the Company, including without limitation with respect to the purchase of equipment, in the amounts specified and on the terms and subject to the conditions set forth therein.

C. Pursuant to that certain Guaranty and Security Agreement, dated as of October 6, 2025, by and among the Company, the subsidiary guarantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Company has agreed, among other things, to assign, as collateral security for its obligations under the Secured Agreements, a security interest in all of its right, title and interest in, to and under the Assigned Agreement to the Collateral Agent for the benefit of the Secured Parties (as defined in the Financing Agreement) (collectively, the "Assignment").

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and

intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Assigned Agreement to the contrary, as follows:

SECTION 1. CONSENT TO ASSIGNMENT

Counterparty acknowledges the Assignment referred to in Recital C above, consents to such Assignment and agrees with the Collateral Agent for the benefit of the Secured Parties as follows:

- (a) Subject to the terms of this Consent and the Secured Agreements, the Collateral Agent (or its assignee(s) or designee(s)) shall be entitled (but not obligated) to make all demands, give all notices, take all actions and to exercise all rights of the Company and to cure any defaults of the Company under the Assigned Agreement. Upon receipt of written notice from the Collateral Agent (or its assignee(s) or designee(s)), Counterparty agrees to accept such exercise and cure by the Collateral Agent (or its assignee(s) or designee(s)) and to render to the Secured Parties all performance due by Counterparty to the Company, under the Assigned Agreement and this Consent. Counterparty agrees to make all payments (if any) to be made by Counterparty to the Company under the Assigned Agreement directly to that deposit account of the Company as may be designated by the Collateral Agent, acting for the benefit of the Secured Parties, from time to time.
- (b) Counterparty will not, without the prior written consent of the Collateral Agent (acting at the direction of the Administrative Agent or Required Lenders) (such consent not to be unreasonably withheld), (A) waive compliance under, cancel or terminate the Assigned Agreement, or suspend performance of its services thereunder, except in accordance with the Assigned Agreement and with Section 1(c) hereof, or consent to or accept any cancellation, termination or suspension thereof by the Company except as allowed by the Assigned Agreement and Section 1(c) hereof, (B) sell, assign or otherwise dispose (by operation of law or otherwise) of any part of its interest in the Assigned Agreement except as otherwise allowed in the Assigned Agreement, (C) amend, novate or modify the Assigned Agreement, except as allowed by the Assigned Agreement and Section 1(c) hereof, or (D) consent to any assignment or other transfer by the Company of its rights under the Assigned Agreement except as otherwise allowed by the Assigned Agreement and in accordance with this Consent. Counterparty agrees to deliver duplicates or copies of all notices of default delivered by Counterparty under or pursuant to the Assigned Agreement to the Collateral Agent, simultaneously with delivery thereof to the Company under the Assigned Agreement. Counterparty agrees to deliver duplicates or copies of all notices relating to any matter that would require the consent of the Collateral Agent pursuant to Section 1 of this Consent to the Collateral Agent,

simultaneously with delivery thereof to the Company under the Assigned Agreement.

- (c) Counterparty will not cancel, terminate or suspend the Assigned Agreement on account of any default or breach of the Company thereunder, without written notice to the Collateral Agent and first providing to the Collateral Agent or its designee(s) thirty (30) days (in the case of a payment default) or ninety (90) days (in any other case) from the later to occur of (1) the date notice of default or breach is delivered to the Collateral Agent and (2) the expiration of the cure period provided in the Assigned Agreement to the Company to cure such default or breach, opportunity to cure such default or breach by, if such default or breach is the failure to pay amounts to Counterparty which are due and payable by the Company under the Assigned Agreement, making a payment in the amount in default or breach or, if such default or breach is a non-payment default, by performing or causing to be performed the Assigned Agreement obligation so as to cure such default or breach, so long as, with respect to any non-payment default, the Collateral Agent, or its designee(s) or assignee(s), shall have affirmed its intention to cure the default or breach within fifteen (15) days from the date notice of default or breach is delivered to the Collateral Agent and thereafter diligently pursues such cure to completion and continues to perform any monetary obligations under the Assigned Agreement, and all other material obligations under the Assigned Agreement are performed by the Company or the Collateral Agent or its designee(s) or assignee(s). Notwithstanding anything to the contrary herein, if such breach or default is peculiar to the Company and not curable by the Collateral Agent (such as the insolvency, bankruptcy, general assignment for the benefit of creditors, or appointment of a receiver, trustee, custodian or liquidator of the Company or its properties), then notwithstanding any right that Counterparty may have to terminate the Assigned Agreement, the Collateral Agent shall be entitled to assume the rights and obligations of the Company under the Assigned Agreement within the cure period provided in clause (B) above, plus any additional time that is necessary, up to a maximum of one hundred eighty (180) days, and provided that such assumption has occurred within such period, Counterparty shall not be entitled to terminate the Assigned Agreement as a result of such breach or default. If possession of any equipment or other personal property supplied by Counterparty to the Company (collectively, "Equipment") is necessary to cure such default or breach, and the Collateral Agent or its designee(s) or assignee(s) declare the Company is in default under any Secured Agreement and commence foreclosure proceedings, the Collateral Agent or its designee(s) or assignee(s) will be allowed a reasonable period to complete such proceedings. If the Collateral Agent or its designee(s) or assignee(s) are prohibited by any process, stay, injunction or court order issued by any governmental authority or any bankruptcy or insolvency proceedings from curing the default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such

prohibition. Counterparty (i) consents to the transfer of the Company's interest under the Assigned Agreement to the Collateral Agent and the other Secured Parties or their designee(s) or assignee(s) or any of them or a purchaser or grantee (in each case, a "Subsequent Owner") at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance by the Company in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance (in each case, a "Transfer Event"), Counterparty shall recognize the Collateral Agent, the other Secured Parties or the Subsequent Owner as the applicable party under the Assigned Agreement and (ii) agrees that in the case of a Transfer Event, it shall continue to perform its obligations under the Assigned Agreement in favor of the Collateral Agent, the other Secured Parties or the Subsequent Owner, as the case may be.

- (d) In the event that the Assigned Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, and if, within ninety (90) days after such rejection or termination, the Secured Parties or their successors or assigns shall so request, Counterparty will execute and deliver to the Collateral Agent and the other Secured Parties or their designee(s) or assignee(s) a new contract, which contract executed by Counterparty and the applicable Secured Party or their designee or assignee shall be on the same terms and conditions as the original Assigned Agreement for the remaining term of the original Assigned Agreement before giving effect to such termination (a "Replacement Agreement").
- (e) In the event the Collateral Agent, the other Secured Parties or their designee(s) or assignees(s) elect to perform the Company's obligations under the Assigned Agreement as provided in Section 1(c) or to enter into a Replacement Agreement as provided in Section 1(d), there shall be no recourse against the Collateral Agent, such other Secured Parties or their designee(s) and assignee(s) (each, a "Non-Recourse Party"), for any liability arising in connection with any breach or default under the Assigned Agreement, except to the extent of Non-Recourse Party's interest in the Assigned Agreement or in any Equipment. In the event the Collateral Agent, the other Secured Parties or their designee(s) or assignee(s) succeed to the Company's interest under the Assigned Agreement, the Collateral Agent, such other Secured Parties or their designee(s) or assignee(s) shall cure any defaults for failure to pay amounts owed under the Assigned Agreement, but shall not otherwise be required to perform or be subject to any defenses or offsets by reason of any of the Company's other obligations under the Assigned Agreement that were unperformed at the time unless such obligations are of a continuing nature. The Collateral Agent, the other Secured Parties and their designee(s) or assignee(s) shall have the right to assign all or a pro rata interest in the Assigned Agreement or any Replacement Agreement entered into pursuant to Section 1(d) to a person or entity to whom the Company's interest in the Equipment subject to the Assigned Agreement is transferred; provided that

such transferee assumes the obligations of the Company (or the Collateral Agent or such other Secured Parties or their designee(s) or assignee(s)) under the Assigned Agreement. Upon such assignment, the Collateral Agent and such other Secured Parties and their designee(s) or assignee(s) (including their agents and employees) shall be released from any further liability thereunder to the extent of the interest assigned.

- (f) Without limiting anything herein, the warranties provided by Counterparty under the Assigned Agreement shall continue in full force and effect (until the expiration of the warranty periods set forth in the Assigned Agreement).

SECTION 2. REPRESENTATIONS, CERTIFICATIONS AND CONFIRMATIONS

Counterparty hereby represents and certifies to the Collateral Agent (for the benefit of the Secured Parties) and the Company, as of the date hereof, that:

- (a) Counterparty (i) is a Colorado county, a political subdivision of the State of Colorado, duly organized and validly existing under the laws of Colorado, and (ii) has all requisite power and authority to enter into and to perform its obligations hereunder and under the Assigned Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;
- (b) the execution, delivery and performance by Counterparty of this Consent and the Assigned Agreement have been duly authorized by action on the part of Counterparty and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made;
- (c) each of this Consent and the Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of Counterparty by the appropriate officers of Counterparty, and constitutes the legal, valid and binding obligation of Counterparty, enforceable against Counterparty in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally;(ii) general equitable principles (whether considered in a proceeding in equity or at law); and (iii) as otherwise prohibited under Colorado law.
- (d) there is no litigation, action, suit, proceeding or investigation pending or, to the knowledge of Counterparty and without investigation by the person signing this Consent on behalf of Counterparty, threatened against Counterparty before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate, (i) could adversely affect the performance by Counterparty of its obligations hereunder or under the Assigned Agreement, (ii) could have a material adverse

effect on the condition (financial or otherwise), business or operations of Counterparty or (ii) questions the validity, binding effect or enforceability of this Consent or of the Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby;

- (e) the execution, delivery and performance by Counterparty of this Consent and the Assigned Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of Colorado law or of any contract or agreement to which it is a party or by which it or its property is bound, or, of any license, permit, franchise, judgment, injunction, order, law, rule or regulation applicable to it;
- (f) neither Counterparty nor, to Counterparty's knowledge, any other party to the Assigned Agreement, is in default of any of its obligations thereunder;
- (g) to Counterparty's knowledge, (i) no force majeure event exists under the Assigned Agreement that would impair, restrict or hinder Counterparty's ability to perform under the Assigned Agreement, (ii) no event or condition exists that would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either Counterparty or the Company to terminate or suspend its obligations under the Assigned Agreement, (iii) there are no disputes or legal proceedings between Counterparty and the Company, (iv) the Company does not owe any indemnity payments or other amounts to Counterparty under the Assigned Agreement and no amounts are currently due and payable to the Counterparty under the Assigned Agreement which have not been paid, and (v) there are no existing counterclaims, offsets or defenses against the Company under the Assigned Agreement;
- (h) the Assigned Agreement is in full force and effect;
- (i) the Counterparty and, to the knowledge of the Counterparty, the Company have complied with all conditions precedent (if any) to respective obligations of such party to perform under the Assigned Agreement;
- (j) Counterparty has not assigned, transferred or hypothecated the Assigned Agreement or this Consent or any interest herein or therein and Counterparty has no notice of any assignment relative to the right, title and interest of the Company in, to and under the Assigned Agreement other than the Assignment referred to in Recital C above; and
- (k) no governmental approvals, except for Counterparty's approvals, are necessary for the execution, delivery and performance by Counterparty of Counterparty's obligations under the Assigned Agreement have been obtained and are in full force and effect.

SECTION 3. CERTAIN ACKNOWLEDGEMENTS. The Company hereby acknowledges and agrees to the terms and provisions of this Consent and to the exercise by the Collateral Agent, the other Secured Parties or their designee(s) or assignee(s) of all rights and powers assigned or delegated to the Collateral Agent hereunder.

SECTION 4. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective (a) upon receipt if hand delivered, (b) upon telephonic verification of receipt if sent by facsimile or other electronic means and (c) if otherwise delivered, upon the receipt after being sent registered or certified mail, return receipt requested, with proper postage affixed thereto, by email, or by private courier or delivery service with charges prepaid, and addressed as specified below:

If to Counterparty:

Board of County Commissioners
218 Kiowa Avenue
Fort Morgan, Colorado 80701

With a copy to (which shall not constitute notice):

Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

If to the Collateral Agent:

Alter Domus (US) LLC
225 West Washington St.
9th Floor
Chicago, IL 60606
Attention: Legal Department
Email: Christopher.allan@alterdomus.com;
miguel.hernandez@alterdomus.com; legal_agency@alterdomus.com

With a copy to (which shall not constitute notice):

McDermott Will & Schulte LLP
444 W. Lake Street, Suite 4000
Chicago, IL 60606
Attention: Anh B. Lee
Email: anhlee@mwe.com

If to the Company:

1403 Harney Street #200
Omaha, NE 68102
Attn: Eric Johnson, President
Tel: (402) 676-0604
E-mail: eric@sandhillsenergy.com

With a copy to (which shall not constitute notice):

Mayer Brown LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Jason S. Friedman
L. Kevin Sheridan
Email: jfriedman@mayerbrown.com;
ksheridan@mayerbrown.com

SECTION 5. ASSIGNMENT, TERMINATION, AMENDMENT AND GOVERNING LAW

- (a) This Consent shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assigns (including, without limitation, any entity that refinances all or any portion of the obligations under the Financing Agreement). Counterparty agrees to confirm, upon request, that: (A) no default exists under the Assigned Agreement other than as specified in such confirmation, and (B) each representation or warranty given in Section 2 of this Consent is true and correct except as specified in such confirmation. Counterparty also agrees to cause any successor-in-interest to Counterparty's interest in the Assigned Agreement to assume, in writing in form and substance reasonably satisfactory to the Collateral Agent and the Secured Parties, the obligations of Counterparty hereunder. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Counterparty, the Collateral Agent and the Company; provided that all rights and obligations of the parties hereunder shall automatically terminate upon the occurrence of the earlier of (i) the Discharge Date (as defined in the Security Agreement) and (ii) the expiration or earlier termination of the Assigned Agreement, which upon occurrence thereof for either (i) or (ii), the Company shall give written notice to Counterparty thereof. Notwithstanding any other provision of this Section 5(a), the acknowledgments set forth in Section 3 shall survive any termination of this Consent.

- (b) This Consent shall be governed by the laws of the State of Colorado without giving effect to the principles thereof relating to conflicts of law.

SECTION 6. COUNTERPARTS

This Consent may be executed in one or more duplicate counterparts and by electronic transmission, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

SECTION 7. SEVERABILITY; MISCELLANEOUS

- (a) In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.
- (b) Any entity into which the Collateral Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Collateral Agent shall be a party, or any entity to which all or substantially all of the corporate trust business of the Collateral Agent may be sold or otherwise transferred, shall be the successor collateral agent hereunder without any further act.
- (c) This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement), the terms, conditions and provisions of this Consent shall prevail except for, as between the Company and the Collateral Agent, the Collateral Agent's rights, benefits, protections, indemnities and immunities which shall be governed by the applicable Secured Agreements.
- (d) Each of the parties hereto hereby submits to the nonexclusive jurisdiction of the United States District Court for the State of Colorado and of any Colorado State Court sitting in Morgan County for the purposes of all legal proceedings relating to the execution, validity or enforcement of this Consent. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

- (E) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT OR ANY MATTER ARISING HEREUNDER.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized, have duly executed this Consent as of the date first set forth above.

COUNTERPARTY:

MORGAN COUNTY, COLORADO

By: _____

Jon J. Becker, Chair of Morgan County
Board of County Commissioners

COMPANY:

SANDHILLS ENERGY, LLC,
a Nebraska limited liability company

By: _____
Name: Eric Johnson
Title: Manager

COLLATERAL AGENT:

Alter Domus (US) LLC

not in its individual capacity but solely in its
capacity as Collateral Agent for the Secured
Parties

By: _____

Name:

Title:

Schedule A

Morgan County, Colorado

Lease and Easement Agreement for Solar Energy System by and between Morgan County,
Colorado and Fort Morgan Solar, LLC dated June 4, 2024

| BOARD OF COUNTY COMMISSIONERS 9:00 A.M. | DECEMBER 16, 2025 |
KS LAND LLC AMENDED SPECIAL USE

TABLE OF CONTENTS

- **File Summary**
- **2014 BCC 31**
- **Original Submittal**
 - Application
 - Right to Farm
- **Applicant Narrative**
- **Site Plan / Maps**
- **Proof of Ownership**
 - Current Title Commitment
- **Utilities/Access**
 - Utility Statement
 - Driveway Permit
- **Additional Application Information**
 - Department of Natural Resources Increase of Acreage Permit
 - Mineral Certification
 - Vested Rights Form
 - Soil Map
 - Statement of Taxes
- **Landowner Letters, Referrals & Responses**
 - Landowner Letter sent & Responses Received
 - Referral Sent & Responses Received
 - Notification
 - Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

October 17, 2025

KS Land, LLC
C/O Kasie Smith
11822 Kristi Ln
Overbrook, OK 73453

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 Board of County Commissioners. The hearing for the Planning Commission will be held on **Monday, November 10, 2025 at 6:00 P.M.** The hearing for the Board of County Commissioners will be held on **Tuesday, November 18, 2025 at 9:00 A.M.**

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 entry to the facility. It is up to you to post it.

Planning Commission sign notice dates: **Posted by October 31, 2025**

Pictures and Affidavit by November 5, 2025

Board of County Commissioners sign notice dates: **Posted by November 7, 2025**

Pictures and Affidavit by November 13, 2025

We will have both PC and BCC signs ready to be picked up in our office **October 24, 2025.**

It is necessary that the landowners be present at the hearings to answer any questions the Planning Commission or the 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.

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
Continued Hearing date – December 16, 2025**

LANDOWNERS and APPLICANTS: KS Land, LLC

KS Land, LLC has submitted an application to amend its special use permit for Four X Ranch Gravel Pit, which was originally granted through Resolution 2014 BCC 31. The original SUP was issued for aggregate mining. The amendment would allow for its expansion.

The current permitted area is approximately 33 acres, the expansion will increase the acreage to approximately 77 acres to include a part of the S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 5 North, Range 57 West of the 6th P.M., Morgan County, Colorado. The property is zoned Agriculture Production and is in the New Raymer Fire District.

The Four X Gravel Pit Construction Materials Permit expansion has been approved by the Colorado Division of Reclamation, Mining and Safety. A phased mining and reclamation plan has been incorporated in which no more than 30 acres may be disturbed by mining or pre-reclamation phases.

The Planning Commission held a public hearing on November 10, 2025, where the Planning Commission recommended approval on a vote of 5–0 with 1 member absent.

A Board of County Commissioners hearing was held on November 18, 2025, where the Board heard from KS Land, LLC, Public Works and the public. The public hearing was continued to December 16, 2025 in order for County Staff and KS Land, LLC to address access and road maintenance of County Road 21.

Staff are proposing an additional condition for approval as follows:

Within thirty (30) days of the approval of the permit, the owner shall enter into a road maintenance agreement containing at a minimum the following terms:

1. Haul route in and out of the property must be from the south of the property along County Road 21. One of two haul routes shall be designated by the agreement: Hwy 52 to CR Y to CR 21 or Hwy 52 to CR AA to CR 21. Truck traffic picking up and hauling gravel from the property for the operations approved under the Permit may not use CR 21 north of the property as a haul route.
2. Depending on the designated haul route, the owner shall stabilize the portion of all haul route which are county roads by adding road base (up to 12 inches) to handle the truck traffic and any necessary crowning of the road to ensure drainage. The owner shall provide the material and perform the stabilization. The County will inspect the work to ensure it meets this requirement. The work to

stabilize the roads must be completed by May 31, 2026 and should occur during periods of appropriate weather for such work. The owner shall provide the County at least thirty days' notice prior to commencement of the work and coordinate any road closures with the County. Such notice may be made in writing or by calling the Public Works Department. If the stabilization work required interferes with County's road work, the County may alter when the road stabilization work may occur.

3. No parking or stacking of trucks along CR 21 is permitted under any circumstances. The gate located on the owner's property will need to be relocated closer to the pit to allow for stacking or parking on the private road on the property. The County requires the gate be moved to a location that would allow for and not deter parking and stacking on the road to the pit in inclement weather.
4. The owner will need to pay for signage at the exit from its property indicating that the haul route is to the south and that only left-hand turns are permitted to exit the property. The language on the signage will be determined by the County. The County will install the signage.
5. The owner will make certain repairs to the road resulting from damage caused by its use of the haul route.
6. The owner and the County will meet annually to review the condition of the haul route. Based upon the annual review, the County may require the owner to perform stabilization of the county roads in the haul route in conformity with the original stabilization work required above.
7. KS Land may perform blading on the road subject to the following restrictions:
 - A. The owner shall notify the Public Works Department at least twenty-four (24) hours prior to any maintenance activity. Notification by phone or other electronic means is acceptable. Any blading of the road surface may not change the haul route's surface type, width, capacity, or drainage features without further written approval by the Morgan County Public Works Department.
 - B. The owner is fully responsible for correcting any damage to the haul route caused by the owner or its agent's actions or negligence in performing maintenance activities, including, but not limited to, paying for any and all costs necessary to reclaim any damage that occurs to the haul route to restore the road surface back to its original condition prior to my actions or negligence, to the sole satisfaction of the Morgan County Public Works Department.
 - C. Except as authorized by this Agreement, the owner may not undertake other construction or maintenance of any kind on or along any portion of the haul route without the express written consent by Morgan County.
 - D. In return for receiving permission to perform the above described maintenance on the haul route, and after due consideration of the inherent risks involved in performing any maintenance on the road, the owner voluntarily agrees to assume all risks of loss that arise out of the owner's or its agent's activities on the haul route in association with this Agreement and the owner releases, and agrees to indemnify and hold harmless Morgan County, the Board of County Commissioners and any of their respective employees, agents and representatives, whether anticipated or unanticipated, from liability for any injury, loss or damage resulting from the owner's or its agent's participation in any maintenance activities contemplated by this Agreement. The owner understands the County in no way waives or intends to waive the limitations on liability which

are provided to the County and its employees under the Colorado Governmental Immunity Act,
C.R.S. §§ 24-10-101 et. seq.

Nicole Hay,
Morgan County Planning Administrator

2014 BCC 31



RESOLUTION
2014 BCC 31

A RESOLUTION GRANTING A USE BY SPECIAL REVIEW FOR AN AGGREGATE
MINING PERMIT LOCATED IN THE W1/2, W1/2E1/2, SE1/4NE1/4 AND E1/2SE1/4 OF
SECTION 15, TOWNSHIP 5 NORTH, RANGE 57 WEST OF THE 6TH P.M.,
MORGAN COUNTY, COLORADO

WHEREAS, on September 30, 2014, the Board of County Commissioners of Morgan County, Colorado held a public hearing pursuant to the Morgan County Zoning Regulations on the application of Four X Ranch, for a Special Use Permit for the mining of aggregate material on a parcel of land located in the W1/2, W1/2E1/2, SE1/4NE1/4 and E1/2SE1/4 of Section 15, Township 5 North, Range 57 West of the 6th P.M., Morgan county, Colorado. The property is located 1.4 miles North of County Road AA and East of County Road 21, Fort Morgan, Colorado 80701, 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 applicant, and

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

WHEREAS, the Board of County Commissioners received 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.

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

1. APPROVAL:

The application of FOUR X RANCH for a Special Use Permit for the mining of aggregate on a parcel located in the W1/2, W1/2E1/2, SE1/4NE1/4 and E1/2SE1/4 of Section 15, Township 5 North, Range 57 West of the 6th P.M., Morgan County, Colorado is hereby granted.

2. FINDING OF FACT:

- a. The use and location proposed are in conformance with the Morgan County Comprehensive Plan. Specifically:
 - i. The proposed use is compatible with existing land uses and there is access to established public infrastructure.
 - ii. The proposed use provides for the orderly development of public and private infrastructure by providing a source of gravel and fill material.
 - iii. The proposed use will enhance the condition and repair of the road net in the rural areas of the county and will improve the efficiency of the transportation in the County.
- 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 limited to the following:
 - i. This permit is for the mining of aggregate and related materials.
 - ii. The Right to Farm Policy as adopted by the Morgan County Board of County Commissioners by Resolution #96 BCC 41 on July 23, 1996, and amended by Resolution 2008 BCC 34 on September 2, 2008 has been signed by the applicant.
 - iii. Access to the property has been granted by the Morgan County Road and Bridge Department.
- 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 which will provide materials for public and private infrastructure projects. The applicant has submitted all pertinent technical information, has demonstrated that he has adequate financial resources to implement the project, and has paid all fees and review costs.

3. **ADDITIONAL CONDITIONS:**

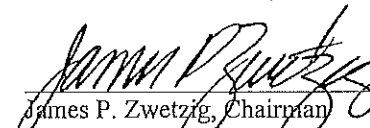
- a. This permit is specifically conditioned on all information presented in the application being followed. All information contained in the application or presented by the applicant at public hearings is deemed to be a portion of this permit and must be followed.
- b. The applicant or his successor in interest is required to mitigate county road damage or conduct dust abatement as determined necessary by the Morgan County Road and Bridge Department for any large single project at the threshold of thirty (30) truck loads per day.
- c. Financial warranty in the amount of \$121,600.00 as required by the Colorado Division of Reclamation, Mining and Safety is required to be in place as a condition of this permit.


4. **GENERAL PROVISIONS:**


- a. The Board of County Commissioners retain authority and continuing jurisdiction to address future problems with the conditions of this permit and the right to inspect this site at any reasonable time by county personnel.
- b. The applicant is 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 applicant or his successors in interest and public hearing.

DATED this 30th day of September, 2014

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


James P. Zwetzig, Chairman

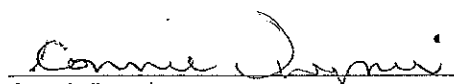

Laura D. Teague, Commissioner


Brian K. McCracken, Commissioner



[SEAL]

ATTEST:


Connie Ingmire
Clerk to the Board

ORIGINAL SUBMITTAL

Original Application

Right to Farm



EMAIL: permits_licensing@co.morgan.us

Date Received 9/23/25 Received By JS
App Fee \$ _____ Ck/CC #: _____ Paid / /
Minor Amend Fee: \$ 800 Ck/CC #: 1029 Paid 10/02/25
Recording Fee \$ _____ Ck/CC #: _____ Paid / /
PC Date: / / BOCC Date: / /
100 Year Floodplain? Y/N Taxes Current? Y/N

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

LANDOWNER

Name KS Land, LLC

Address 11822 Kristi Ln

Overbrook, OK 73453

Phone [REDACTED]

Email [REDACTED]

Amendment of Special Use Permit for Four X Ranch Gravel Pit, which was granted in Resolution 2014 8CC 31
as the Colorado Division of Mining and Reclamation has approved an amendment to the original mining permit

~~22801 County Road 21, Fort Morgan, CO 80701~~

Property Size 77.14^{588.86} (sq. ft. or acres)
Zone District: A
Lot #(s): _____

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

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.

SPECIAL USE PERMIT REQUIRED ATTACHMENT LIST

Fee:

☐ **Non-Refundable Application Fee**

**Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 3 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. 2-455 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 Se. 2-470 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

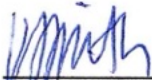
☐ *Recording Fees: All recording fees will be collected at the conclusion of all hearings made payable to Morgan County Clerk & Recorder*

☐ **Additional Information required by staff:**

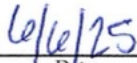
APPLICANT & LANDOWNERS **MUST** SIGN APPLICATION ON NEXT PAGE

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.




Applicant Signature



Date



Landowner Signature



Date

Applicant Signature

Date

Landowner Signature

Date

MORGAN COUNTY RIGHT TO FARM POLICY

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all 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. Over 70% of the County's acreage is devoted to farming and raising livestock with over 700 farms. The agricultural products produced by those farms create millions of dollars of market value. Morgan County recognizes the importance of agricultural operations as necessary and worthy of recognition and protection and supports policies to maintain the high-quality rural character of the County.

Living in Morgan County requires residents to accept the effects of agriculture and rural living as part of daily life. Agricultural users of the land are not expected to change their long-established agricultural practices to accommodate the intrusions of residential activities into a rural area. These effects may include noise from tractors, equipment, and aerial spraying at any time; dust from animal pens, field work, harvesting, and use of gravel roads; odor from confinement animal feeding operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers; and movement of livestock or machinery on public roads. Under Colorado law, these activities are not considered nuisances and are protected.

Residents must also accept that public services in rural areas are different than urban or suburban areas. Specifically, regular road maintenance may be less available and may be at a lower level. In certain circumstances, the standard for maintenance may be determined on whether the road is passable and usable and not whether the road surface is rough. County gravel roads, no matter how often they are maintained, will not provide the same kind of surface expected from a paved road and will not support travel at the recommended speed. Further, the County may permit certain road maintenance activities by agricultural producers or other industries to allow those commercial activities to continue when County resources are unavailable due to other road issues or events. The County considers these activities to be integral to the protection of agricultural operations in Morgan County.

In addition, in Morgan County, utility services may be nonexistent or subject to interruption; law enforcement, fire protection and ambulance service will have considerably longer response times; and snow may not be removed from County roads for several days after a major snowstorm. The County prioritizes snow removal as it deems necessary.

People are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farms, ponds, irrigation ditches, electrical service to pumps and oil field equipment and operations, noxious weeds, livestock, and territorial animals may present real threats to people. It is necessary that all activities are supervised for both the protection of the people and protection of agricultural activities and owners may need to fence property to ensure a safe environment.

All County residents 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, including but not limited to, the Colorado Fence and Right to Farm laws, and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, and keeping animals under control. Residents are responsible for understanding and accepting the implications of living in a rural agricultural area.

Information regarding these topics may be obtained from the Morgan County Extension Office and Planning and Zoning Department.

RECEIPT AND STATEMENT OF UNDERSTANDING

I hereby certify that I have read and understood the Morgan County Right to Farm Policy. I further state that I am aware and acknowledge that the conditions of living in a rural area, primarily used for agricultural production, and that I understand these activities are protected under Colorado law and are not considered a nuisance.

W Smith 6/6/25
Signature Date

Wesley Smith
Printed Name

28850 CE 21, Box Morgan, CO 80701
Address

Signature Date

Printed Name

Address

Rec 1st

EXHIBIT B
STATEMENT OF AUTHORITY (FOR A TRUST OR CORPORATE ENTITY)

1. This Statement of Authority relates to an entity named: KS Land, LLC.
2. The type of entity is a limited liability company. (Trust, corporation, etc.).
3. The entity is formed under the law of Colorado (state).
4. The mailing address for the entity is: 20758 County Road 21.3
Fort Morgan, CO 80701.
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
John C. Kelley, member
Ashley R. Kelley, member
Russell A. Smith, member Kasie L. Smith, member
6. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Colorado Revised Statute Section 38-30-172(2).

Executed this 9 day of September, 2021.

Kasie Smith
Title: Member

STATE OF Colo)
COUNTY OF Morgan) ss.

The foregoing instrument was acknowledged before me this 9 day of Sept, 2021 by Kasie L. Smith, mbr of KS Land LLC

Witness my hand and official seal.
My Commission Expires: _____

LINDA L. REDING
Notary Public
State of Colorado
Notary ID # 19944009987
My Commission Expires 06-20-2022

[Signature]
Notary Public

Return to: Kasie Smith 20758 CO AD 21.3 # May CO 80701

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



ASU2025-0004 | Amendment to Special Use - Full Review

Receipt Number: 546030

October 2, 2025

Payment Amount: \$800.00

Transaction Method	Payer	Cashier	Reference Number
Credit Card	Russell Smith	Jenafer Santos	1029

Comments

Assessed Fee Items

Fee items being paid by this payment

Assessed On	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
10/06/25	Amendment to Special Use -Full Review		\$800.00	\$800.00	\$0.00
Totals:			\$800.00	\$800.00	
			Previous Payments		\$0.00
			Remaining Balance Due		\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
N/A Fort Morgan, CO 80701	KS Land LLC	11822 Kristi Ln Overbrook, OK 73453	

Description of Work

Amendment of the original Special Use Permit for Four X Ranch Gravel Pit, which was granted in resolution 2014 BCC 31. The Colorado Division of Mining and Reclamation has approved an amendment to the original mining permit.

APPLICANT NARRATIVE

Amendment to Special Use Permit for Four X Ranch Gravel Pit - Project Narrative

Project Description: As stated in the original Special Use Permit Application, the limited impact mining operation extracts aggregate material for use in general construction activities. Aggregate material is sold “as-is” or may be crushed to meet customer needs.

Purpose of Request: This request to amend the Special Use Permit, granted in 2014, is to accommodate the amendment of the Four X Ranch Gravel Pit Construction Materials Permit, which has been approved by the Colorado Division of Reclamation, Mining and Safety. This amendment increased the total area permitted for mining activity, and incorporated a phased mining and reclamation plan in which no more than approximately 30 acres may be disturbed by mining or pre-reclamation phases.

Compliance with Morgan County Comprehensive Plan- Amended to refer to the 2025 Comprehensive Plan

The operation of our gravel pit is directly in line with the most recently published Morgan County Comprehensive Plan, as it directly relates to several goals stated within the document.

Community visions and values state that agriculture and environmental resilience are top priorities for the county. Our amended DRMS permit has afforded for the Four X Ranch Gravel Pit to access more of the natural resources located on our property, while also enacting a phased reclamation plan that limits the number of disturbed acreage during the mining phase. We will be able to efficiently process the gravel and aggregates before restoring the land to its use as agricultural grazing land. This plan also satisfies the goal listed as AG-1- both preserving agricultural use and promoting economic benefits for us as the landowners- and the industries that we supply aggregates to.

Additionally, the Comprehensive Plan outlines that the future needs and trends of Morgan County are additional infrastructure, housing, and energy industry support. Our increased capacity to produce aggregates- the roadbase, sand, rock, and fill- that are already supporting these industries falls right in line with the identified increased demand throughout the coming years.

With the amendments to our current special use permit accepted, our company will be able to move forward in our business plan to hire additional equipment operators and additional support staff, further adding to the economic development goal E-2- creating a collaborative environment that fosters the growth of the local economy and the local workforce.

Adjacent Uses and Off-Site Impacts: The proposed amendment will not change the provisions within the Special Use Permit, or the Additional Conditions stated in Resolution 2014 BCC 31, as the maximum disturbed acreage, including acreage in various phases of reclamation, can not exceed 30 acres. The original permit contained no such parameters at 33.2 acres within the permit.

Development or implementation schedule of the project: *excerpt from Mining Plan Amendment...*

“Within our 77.1 permitted acres a maximum of approximately 30 acres may be disturbed at any given time. Once 5-10 acres in the disturbed area are deemed mined out, the reclamation process will begin on said acreage, working from south to north. Once vegetation has been established the Division will be contacted to review the status of the reclamation.”

Within 5 years	Mine area A, with no more than 30 acres at a time disturbed. Reclamation will begin as 5-10 acres are deemed mined out. We acknowledge that credit for reclamation may take 2-5 years.
Within 10 years	Plan to have ~20 acres reclaimed, and move into the western part of mining area a.
Within 15 years	Plan for ~30 acres reclaimed, install haul road to area B
Within 20 years	Have ~40 acres reclaimed, and working in mining area b to close out the mining in this permitted area.
Within 25 years	Complete mining and have all remaining acreage in the process of reclamation.

Duration of Permit: The goal of the mining plan is to be in the final stage of reclamation within in 25 years. The Colorado DRMS suggests reclamation of vegetation can be a 2-5 year process. A period of 30 years should see the end of the project.

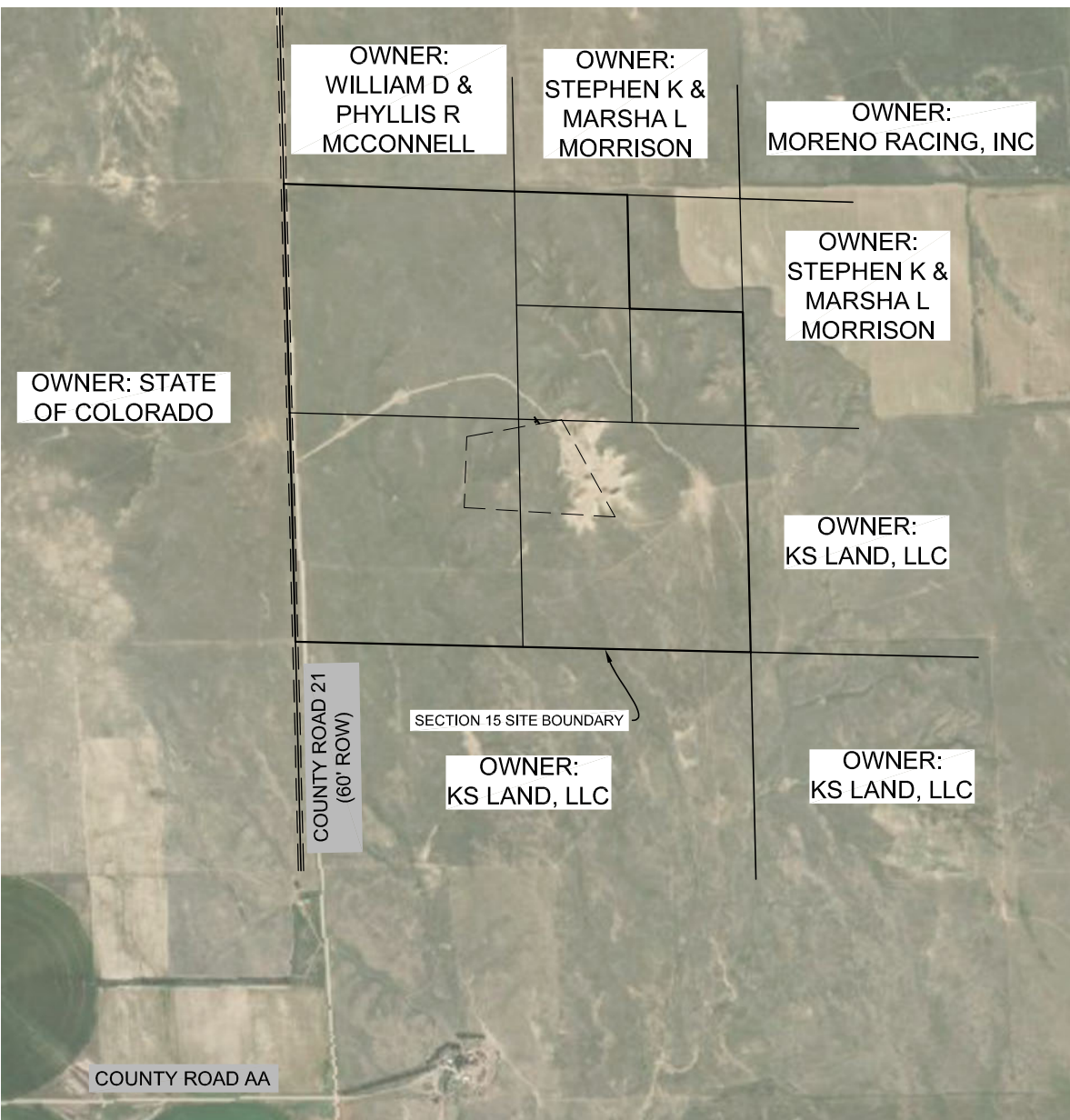
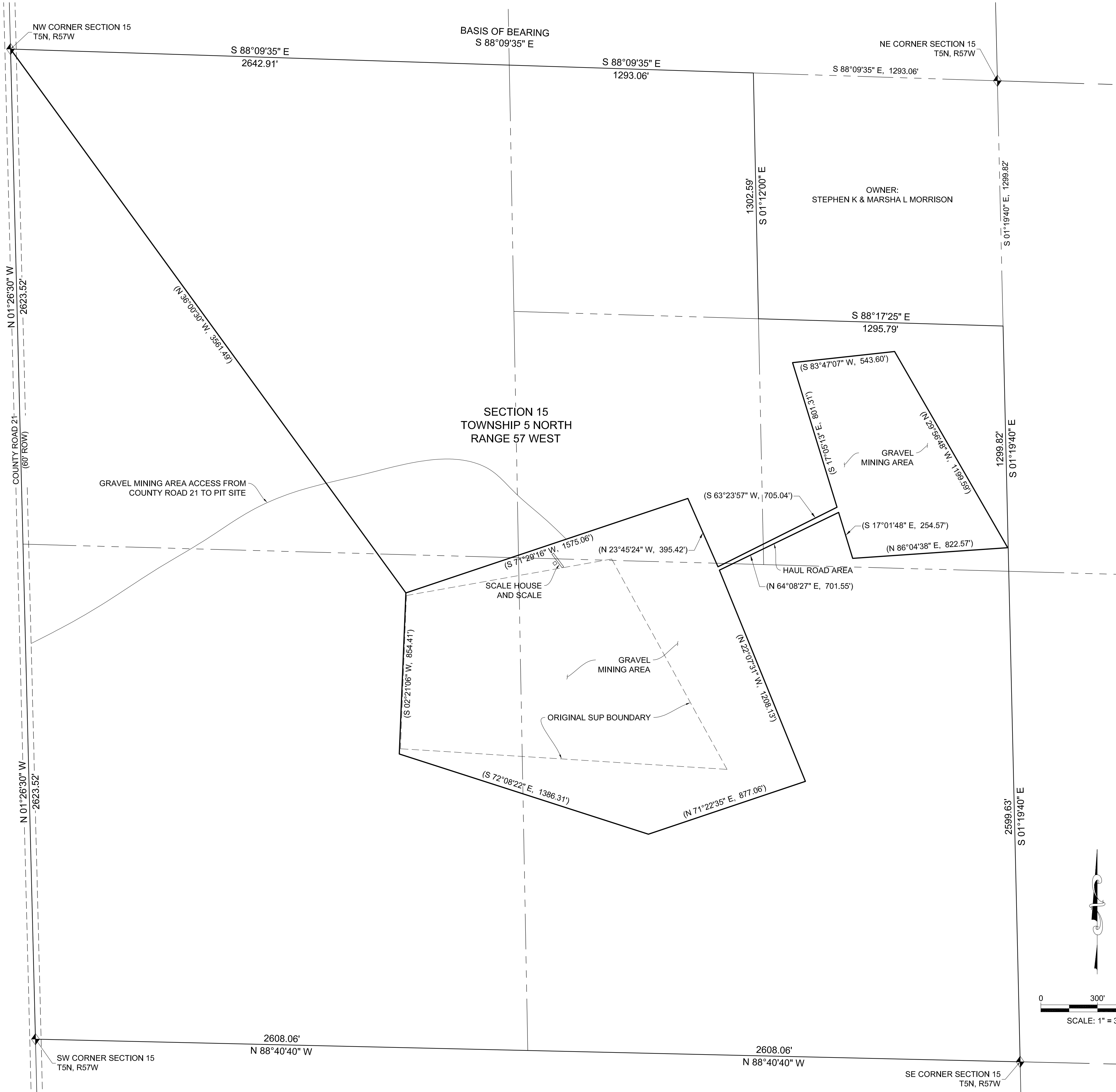
Public Improvements: As the Four X Ranch has been in operation for 11 years, no public improvements would be necessary.

Environmental Impacts

The environmental impacts of the mining operation will not differ from the original application, the implementation of a phased reclamation schedule will have ground moving from active mining to reclamation phases in a more efficient manner.

SITE PLAN / MAPS

FOUR X RANCH GRAVEL PIT SITE PLAN
AMENDED SPECIAL USE PERMIT ASU2025-XXXX
MORGAN COUNTY, COLORADO
PART OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 57 WEST OF THE 6TH P.M.



VICINITY MAP
SCALE 1" = 2000'

The boundary survey used for this document application was taken from a survey by Nicole F. Hay PLS No. 38044 dated 7/12/2021 while employed by Leibert-McAtee and Associates Inc. and is on file with the Clerk and Recorder of Morgan County, Colorado at Reception No. 1602053.

NOTES:

1. ALL GRAVEL PIT BOUNDARY POINTS ARE CLEARLY MARKED WITH A 5 INCH STEEL PIPE SET INTO THE GROUND AND EXTENDING ±4 FEET ABOVE GROUND
2. THERE ARE NO KNOWN UTILITY EASEMENTS WITHIN THE PROJECT SITE.
3. THERE ARE NO FLOOD HAZARD AREAS WITHIN THE PROJECT SITE. (FIRM 08087C300D EFFECTIVE 04/04/2018)
4. THERE ARE NO GEOLOGIC HAZARDS WITHIN THE PROJECT SITE.
5. THERE ARE NO RESIDENCES WITHIN ONE-HALF MILE RADIUS OF THIS PROJECT SITE.
6. THERE ARE NO BUILDINGS ON THE PROPERTY EXCEPT AS SHOWN.

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT _____, BEING THE OWNER(S) OF CERTAIN LANDS IN MORGAN COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 57 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO, DESCRIBED AS COMMENCING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 15 BEARS N 36°00'30" W AT 3,561.49 FEET WHEN CONSIDERING THE NORTH LINE OF SAID SECTION 15 AS BEARING S 88°09'35" E WITH ALL OTHER BEARINGS RELATIVE THERETO, THENCE ALONG THE FOLLOWING LINES WITH BEARINGS AND DISTANCES AS FOLLOWS:
S 02°21'06" W A DISTANCE OF 854.41 FEET,
THENCE S 72°08'22" E A DISTANCE OF 1,386.31 FEET,
THENCE N 71°22'35" E A DISTANCE OF 877.06 FEET,
THENCE N 22°07'31" W A DISTANCE OF 1208.13 FEET,
THENCE N 64°08'27" E A DISTANCE OF 701.55 FEET,
THENCE S 17°01'48" E A DISTANCE OF 254.57 FEET,
THENCE N 86°04'38" E A DISTANCE OF 822.57 FEET,
THENCE N 29°56'48" W A DISTANCE OF 1,199.59 FEET,
THENCE S 83°47'07" W A DISTANCE OF 543.60 FEET,
THENCE S 17°05'13" E A DISTANCE OF 801.31 FEET,
THENCE S 63°23'57" W A DISTANCE OF 705.04 FEET,
THENCE N 23°45'24" W A DISTANCE OF 395.42 FEET,
THENCE S 71°29'16" W A DISTANCE OF 1,575.06 FEET TO THE POINT OF BEGINNING CONTAINING IN ALL 76.07 ACRES MORE OR LESS.

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

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS/HER RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, AND SUBDIVISION THEREON, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

Date _____ Surveyor _____

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: _____
CLERK TO THE BOARD CHAIRMAN

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT ____ O'CLOCK __M., THIS ____ DAY OF _____, 20__, AND IS DULY RECORDED IN RECEPTION NO. _____.

CLERK AND RECORDER

FOUR X RANCH GRAVEL PIT SITE PLAN
SPECIAL USE PERMIT
MORGAN COUNTY, COLORADO
PART OF SECTION 15, TOWNSHIP 5 NORTH,
RANGE 57 WEST OF THE 6TH P.M.

PROPERTY ADDRESS:
28850 COUNTY ROAD 21
FORT MORGAN, COLORADO 80701

SCALE
1" = 300'
DATE
October 21, 2025
REVISED

PREPARED BY:
JACK ODOR ENGINEERING
JACK L. ODOR, P.E. & L.S. 13895
833 WILSON AVE.
FORT MORGAN, COLORADO 80701

OWNER:
KS LAND, LLC
11822 KREST LANE
OVERBROOK, OKLAHOMA 73453

Exhibit A
Legal Description

Operation Name: Four X Ranch Gravel Pit

PART of the NE1/4 of the SW1/4 and NW1/4 of the SE1/4 and SE1/4 of the NW1/4 of Section 15 - T5N - R57W, 6th P.M., Morgan County , COLORADO

Acres: 77.11

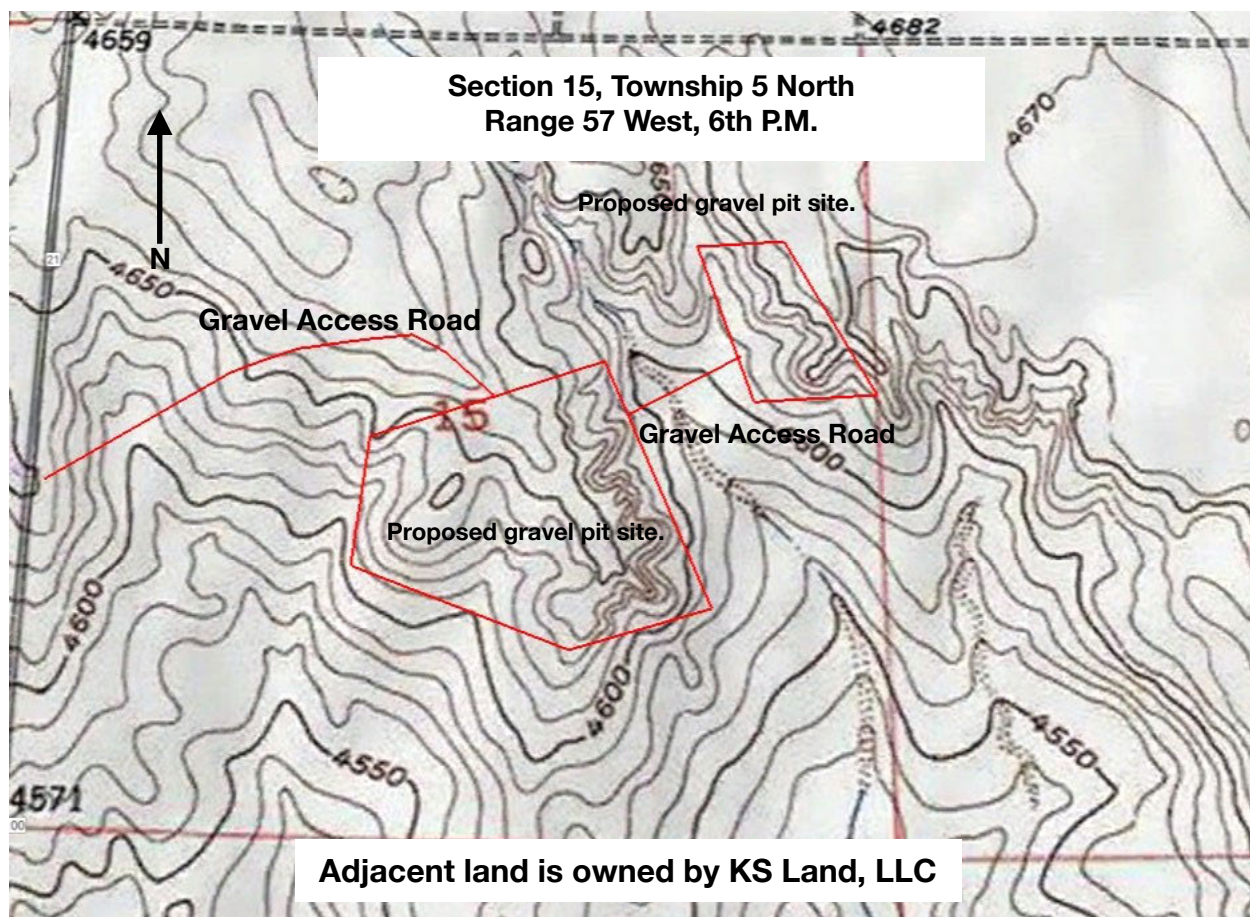
County: Morgan

State: Colorado

Address: 28850 County Road 21, Fort Morgan, CO 80701

Entrance: Located directly off of Morgan County Road 21, approximately 1.4 miles north of the intersection of County Road 21 and County Road AA

40°23'53.20"N Latitude 103°44'57.02"W Longitude



Mining Plan Amendment Map

Total area to be involved is 77.1 acres

KS Land, LLC

Four X Ranch Gravel Pit
28850 CR 21, Fort Morgan, CO 80701

PART of the NE1/4 of the SW1/4 and NW1/4 of the SE1/4 and SE1/4 of the NW1/4 of Section 15 - T5N - R57W, 6th PM, Morgan County COLORADO

CR 21

Existing Access Road
3,122 ft from gate to
permit area x 33.7 ft
wide = 2.41 acres

Future Access Road
795 ft x 33 ft = .6 acre

Mining Area A
58.1 Acres

Mining Area B
16 Acres

Active Mining Area
17 acres

Stockwater tank owned
by KS Land, LLC

Google Earth

Image © 2025 Airbus

900 ft

All land and related mineral rights within 200 ft of affected area are owned by KS Land, LLC

No structures exist within 200 ft of impact area.

Land cover is native rangeland

Predominant soil type is Cascajo soils and gravelly land.

Vogel

1/17/2025

PROOF OF OWNERSHIP

Current Title Commitment



EQUITY TITLE OF COLORADO

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

Date: June 9, 2025

Our File Number: 00058178 SB

C-1 – New TBD Commitment

Re: KS Land, LLC / TBD

Property Address: Vacant Land , CO

Escrow Officer: Title Only

Title Officer: Shelly Butt



[Delivery List]

Owner:

KS Land, LLC

Attn: Kasie Smith

Email: 

SENT VIA EMAIL

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

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:
Authorized CountersignatureEquity Title Associates II, LLCCompany NameFort Morgan, CO 80701City, State

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.

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by 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; 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 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.

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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.

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

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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: 00058178-003-TO3-SB
 Property Address: Vacant Land, , CO

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Effective Date: **June 2, 2025**
2. Policy to be issued:
 - (a) **None**

Proposed Insured:	[TBD]
Proposed Amount of Insurance:	\$0.00
The estate or interest to be insured:	[FEE SIMPLE]
 - (b) **None**

Proposed Insured:	NONE
Proposed Amount of Insurance:	\$0.00
The estate or interest to be insured:	[FEE SIMPLE]
 - (c) **None**

Proposed Insured: []
Proposed Amount of Insurance:
The estate or interest to be insured: []
3. The estate or interest in the Land at the Commitment Date is:
[FEE SIMPLE]
4. The Title is, at the Commitment Date, vested in:
[KS Land, LLC]
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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TITLE PREMIUMS

TBD Commitment Search Fee	\$	300.00
TOTAL	\$	\$ 300.00

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

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EXHIBIT A LEGAL DESCRIPTION

The West Half ($W \frac{1}{2}$); the West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$); the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) and the East Half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section 15, Township 5 North, Range 57 West of the 6th P.M.;
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; 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-UN ALTA Commitment for Title Insurance Exhibit A (07-01-2021)

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SCHEDULE 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 KS Land, LLC.~~
- 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 SCHEDULE B – Part I

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

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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 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. 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 Land 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; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2025 and subsequent years, a lien, not yet due or payable."

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated January 31, 1916, as Patent No. [510909](#).
9. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated August 11, 1916, as Patent No. [541771](#).
10. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated May 10, 1920, as Patent No. [748861](#).

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.

SCHEDULE B
PART II – EXCEPTIONS
(Continued)

11. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated May 27, 1920, as Patent No. [751548](#).
12. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated December 16, 1920, as Patent No. [787397](#).
13. Jackpot Ditch No. 2 and rights of way therefor, as evidenced by Map and Sworn Statement recorded March 22, 1909 in Map Book 1 at Page 60.
14. Creek, Ditch or Canal, as presently in existence.
15. Right of Way for Road purposes as specified in the Road Petition recorded March 13, 1915, in [Book 73 at Page 71](#), said road to be not less than 60 feet in width.
16. Right of Way for Road purposes as specified in the Road Petition recorded August 8, 1918, in [Book 73 at Page 104](#), said road to be not less than 60 feet in width.
17. 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, as set forth in the Order, recorded May 6, 1907, as Reception No. [25157](#).
18. Morgan County Roads 21 and CC, as presently in existence.
19. Reservation of mineral interests, as set out and described in Deed recorded April 3, 1943, as Reception No. [303224](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. Conveyance of mineral interests, as set out and described in Royalty Deed recorded December 22, 1960, as Reception No. [475231](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
21. Conveyance of mineral interests, as set out and described in Royalty Deed recorded December 22, 1960, as Reception No. [475232](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. Terms and conditions as set forth in the Notice of County Zoning Resolution, recorded July 20, 1972, as Reception No. [573931](#).
23. An Oil and Gas Lease, from Delmore L. Christensen and Vera M. Christensen, as Lessor(s) to Edward Mike Davis, as Lessee(s), dated December 11, 1973, recorded January 31, 1974, as Reception No. [585043](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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.

SCHEDULE B
PART II – EXCEPTIONS
(Continued)

24. An Oil and Gas Lease, from Four X Ranch, Inc., as Lessor(s) to Wiepking-Fullerton Exploration, Inc., as Lessee(s), dated April 6, 1981, recorded May 18, 1981, as Reception No. [651673](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
25. Terms and conditions as set forth in the Right of Way Easement, recorded February 21, 1990, as Reception No. [718043](#).
26. Terms and conditions as set forth in the Memorandum of Cooperation Agreement, recorded March 3, 2004, as Reception No. [815912](#).
27. Terms and conditions as set forth in the Resolution, recorded October 9, 2014, as Reception No. [889932](#).
28. All matters revealed and as shown on the Survey Plat for KS Land, LLC, recorded November 16, 2021, as Reception No. [1602053](#).
29. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded Leases and Tenancies.
30. The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
 - a.) Mountain Bell Telephone Company recorded October 2, 1981, in [Book 821 at Page 502](#).
 - b.) Morgan County REA, recorded January 22, 1982, in [Book 825 at Page 656](#).
 - c.) Wiggins Telephone Association, recorded October 9, 1992, in [Book 947 at Page 824](#).
31. **Deed of Trust, Security Agreement and Financing Statement from [KS Land, LLC] to the Public Trustee of [Morgan] County for the benefit of Sterling Federal Credit Union, to secure an indebtedness in the principal sum of \$1,275,000.00, and any other amounts and/or obligations secured thereby, dated September 10, 2021, and recorded September 13, 2021, as Reception No. [935409](#).**
 - **Assignment of Leases and Rents, recorded September 13, 2021, as Reception No. [935410](#).**
32. **Deed of Trust, Security Agreement and Financing Statement from [KS Land, LLC] to the Public Trustee of [Morgan] County for the benefit of Sterling Federal Credit Union, to secure an indebtedness in the principal sum of \$122,600.00, and any other amounts and/or obligations secured thereby, dated October 29, 2004, and recorded November 8, 2024, as Reception No. [953812](#).**

END OF SCHEDULE B – PART II

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DISCLOSURES

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

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

Note: Colorado Division of Insurance Regulations 8-1-2, 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 past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

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

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

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

Orange Coast Title Family of Companies
PRIVACY POLICY

We are committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Your California Rights (see attachments) or you may visit our website at

<https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. Only applies to CA residents

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Other Important Information

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

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

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

Your California Rights

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

Right to Know

You have the right to know:

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

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

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

Right of Deletion

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

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

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

Right to Opt-Out

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

Right of Non-Discrimination

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

California Minors

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

Collection Notice

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

Categories of Personal Information Collected

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

- | | | |
|--|--|------------------------------------|
| • real name | • 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 AFFIXED
HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)**

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

UTILITIES / ACCESS

Utility Statement

Driveway Permit

Utilities: The operations of the gravel pit are temporary, and self-contained in nature. There are on average two contractors on the job site during week days, and they are provided portable bathroom utilities that are serviced every other week.

There is no need for potable water, septic or electric for the day-to-day operations.



MORGAN COUNTY
Road and Bridge Department

May 21, 2014

Four X Ranch, Inc.
22915 Rd. 23
Fort Morgan, CO 80701

Dear Sirs,

Morgan County Highway Department has no objection to the use of a new driveway to be located onto Morgan County Road 21 on top of hill, (1.42 mile North of Intersection of CR21 & CR AA) as access to the property located at:

NW ¼ NW ¼ SW ¼ of Section 15, Township 5 North, Range 57 West of the 6th P.M.

If at a future date, Morgan County determines a culvert is needed for drainage, or any existing culvert needs repaired, the landowner will assume all costs; and culvert and driveway must meet Morgan County specifications. This may require a 40 foot driveway. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. The culvert may be purchased from the County and the County may do the actual installation upon signed agreement between parties.

Sincerely,

Richard Early
Bridge Manager

RE/cb

ADDITIONAL APPLICATION INFORMATION

Department of Natural Resources Increase of Acreage Permit

Mineral Certification

Vested Rights Form

Soil Map

Statement of Taxes

January 23, 2025

Kasie Smith
KS Land, LLC
11822 Kristi Ln
Overbrook, OK 73453

**Re: Four X Ranch Gravel Pit - File No. M-2014-033
KS Land, LLC
Amendment (AM-1)
Increase Acreage of Permit**

Dear Kasie Smith:

On January 23, 2025 the Division of Reclamation, Mining and Safety concluded its review of the Amendment application submitted to the Division on May 3, 2024, addressing the following:

Increase permit acreage to 77.1 acres with 30 acres to be disturbed at any one time. The new permit areas will consist of two mining areas A and B connected by a haul road. Also, the original haul road from the county road to the pit has been incorporated into the permit boundary.

The decision reached by the Division is: approve.

The terms of Amendment No. 1 approved by the Division are hereby incorporated into Permit No. M-2014-033. All other conditions and requirements of Permit No. M-2014-033 remain in full force and effect.

Bond Held:	\$122,600.00
Prior Liability:	\$121,600.00
Change in Liability:	(\$13,398.00)
Revised Liability:	\$108,202.00
Prior Permit Acreage:	33.20
Change in Permit Acreage:	43.90
Revised Permit Acreage:	77.10
Prior Affected Acreage:	0.00
Change in Affected Acreage:	77.10
Revised Affected Acreage:	77.10



If you have any questions, please contact me by telephone at [REDACTED], or by email at [REDACTED]

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Lennberg".

Patrick Lennberg
Environmental Protection Specialist

M-GR-04

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY

Department of Natural Resources

1313 Sherman St., Room 215
Denver, Colorado 80203
Phone: (303) 866-3567
FAX: (303) 832-8106



CONSTRUCTION MATERIALS REGULAR (112) OPERATION RECLAMATION PERMIT APPLICATION FORM

CHECK ONE: ☒ **There is a File Number Already Assigned to this Operation**

Permit # M - 2014 - 033 - (Please reference the file number currently assigned to this operation)

☐

New Application (Rule 1.4.5)

☒

Amendment Application (Rule 1.10)

☐

Conversion Application (Rule 1.11)

Permit # M - 2014 - 033 - (provide for **Amendments** and **Conversions** of existing permits)

The application for a Construction Materials Regular 112 Operation Reclamation Permit contains three major parts: (1) the application form; (2) Exhibits A-S, Addendum 1, any sections of Exhibit 6.5 (Geotechnical Stability Exhibit; and (3) the application fee. When you submit your application, be sure to include one (1) complete signed and notarized ORIGINAL and one (1) copy of the completed application form, two (2) copies of Exhibits A-S, Addendum 1, appropriate sections of 6.5 (Geotechnical Stability Exhibit, and a check for the application fee described under Section (4) below. Exhibits should **NOT** be bound or in a 3-ring binder; maps should be folded to 8 1/2" X 11" or 8 1/2" X 14" size. To expedite processing, please provide the information in the format and order described in this form.

GENERAL OPERATION INFORMATION

Type or print clearly, in the space provided, ALL information requested below.

1. **Applicant/operator or company name (name to be used on permit):** KS Land, LLC
 - 1.1 Type of organization (corporation, partnership, etc.): partnership
2. **Operation name (pit, mine or site name):** Four X Ranch Gravel Pit
3. **Permitted acreage (new or existing site):** 33.2 permitted acres
 - 3.1 Change in acreage (+) 43.91 acres
 - 3.2 Total acreage in Permit area 77.11 acres
4. **Fees:**

4.1 New Application	<u>\$2,696.00</u>	application fee
4.2 New Quarry Application	<u>\$3,342.00</u>	quarry application
4.4 Amendment Fee	<u>\$2,229.00</u>	amendment fee
4.5 Conversion to 112 operation (set by statute)	<u>\$2,696.00</u>	conversion fee
5. **Primary commodity(ies) to be mined:**

	Aggregate	Gravel		
5.1 Incidental commodity(ies) to be mined:	1. <u>-</u> lbs/Tons/yr	2. <u>/</u> lbs/Tons/yr		
	3. <u>/</u> lbs/Tons/yr	4. <u>/</u> lbs/Tons/yr	5. <u>/</u> lbs/Tons/yr	
5.2 Anticipated end use of primary commodity(ies) to be mined:	<u>construction</u>			
5.3 Anticipated end use of incidental commodity(ies) to be mined:	<u>n/a</u>			

6. **Name of owner of subsurface rights of affected land:** KS Land, LLC
If 2 or more owners, "refer to Exhibit O".

7. **Name of owner of surface of affected land:** KS Land, LLC

8. **Type of mining operation:** ☒ Surface ☐ Underground

9. **Location Information:** The center of the area where the majority of mining will occur:

COUNTY: Morgan

PRINCIPAL MERIDIAN (check one): ☒ 6th (Colorado) ☐ 10th (New Mexico) ☐ Ute

SECTION (write number): S 15

TOWNSHIP (write number and check direction): T 5 ☒ North ☐ South

RANGE (write number and check direction): R 57W ☐ East ☐ West

QUARTER SECTION (check one): ☐ NE ☐ NW ☒ SE ☐ SW

QUARTER/QUARTER SECTION (check one): ☐ NE ☒ NW ☐ SE ☐ SW

GENERAL DESCRIPTION: (the number of miles and direction from the nearest town and the approximate elevation): _____

Approximately 8 miles northeast of Fort Morgan, and approx 1.4 miles north of the intersection of CR 21, and CR AA at an elevation of 4,640 feet.

10. **Primary Mine Entrance Location** (report in either Latitude/Longitude **OR** UTM):

Latitude/Longitude:

Example: (N) 39° 44' 12.98"
(W) 104° 59' 3.87"

Latitude (N): deg 40 min 23 sec 53.20 (2 decimal places)

Longitude (W): deg 103 min 44 sec 57.16 (2 decimal places)

OR

Example: (N) 39.73691°
(W) -104.98449°

Latitude (N) _____ (5 decimal places)

Longitude (W) _____ (5 decimal places)

OR

Universal Transverse Mercator (UTM)

Example: 201336.3 E NAD27 Zone 13
4398351.2 N

UTM Datum (specify NAD27, NAD83 or WGS 84) Nad 83 Zone 13

Easting _____

Northing _____

11. **Correspondence Information:**

APPLICANT/OPERATOR (name, address, and phone of name to be used on permit)

Contact's Name: **Kasie Smith** Title: **Member**
Company Name: **KS Land, LLC**
Street/P.O. Box: **11822 Kristi Ln** P.O. Box: _____
City: **Overbrook**
State: **OK** Zip Code: **73453**
Telephone Number: (_____) - _____
Fax Number: (_____) - _____

PERMITTING CONTACT (if different from applicant/operator above)

Contact's Name: **same as above** Title: _____
Company Name: _____
Street/P.O. Box: _____ P.O. Box: _____
City: _____
State: _____ Zip Code: _____
Telephone Number: (_____) - _____
Fax Number: (_____) - _____

INSPECTION CONTACT

Contact's Name: **same as above** Title: _____
Company Name: _____
Street/P.O. Box: _____ P.O. Box: _____
City: _____
State: _____ Zip Code: _____
Telephone Number: (_____) - _____
Fax Number: (_____) - _____

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: **n/a**
Street: _____
City: _____
State: _____ Zip Code: _____
Telephone Number: (_____) - _____

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: **n/a**
Street: _____
City: _____
State: _____ Zip Code: _____
Telephone Number: (_____) - _____

12. **Primary future (Post-mining) land use (check one):**

- | | | |
|--|--|--|
| <input type="checkbox"/> Cropland(CR) | <input type="checkbox"/> Pastureland(PL) | <input type="checkbox"/> General Agriculture(GA) |
| <input checked="" type="checkbox"/> Rangeland(RL) | <input type="checkbox"/> Forestry(FR) | <input type="checkbox"/> Wildlife Habitat(WL) |
| <input type="checkbox"/> Residential(RS) | <input type="checkbox"/> Recreation(RC) | <input type="checkbox"/> Industrial/Commercial(IC) |
| <input type="checkbox"/> Developed Water Resources(WR) | | <input type="checkbox"/> Solid Waste Disposal(WD) |

13. **Primary present land use (check one):**

- | | | |
|--|--|--|
| <input type="checkbox"/> Cropland(CR) | <input type="checkbox"/> Pastureland(PL) | <input type="checkbox"/> General Agriculture(GA) |
| <input checked="" type="checkbox"/> Rangeland(RL) | <input type="checkbox"/> Forestry(FR) | <input type="checkbox"/> Wildlife Habitat(WL) |
| <input type="checkbox"/> Residential(RS) | <input type="checkbox"/> Recreation(RC) | <input type="checkbox"/> Industrial/Commercial(IC) |
| <input type="checkbox"/> Developed Water Resources(WR) | | |

14. **Method of Mining:** Briefly explain mining method (e.g. truck/shovel):
loader, excavator

15. **On Site Processing:** ☒ Crushing/Screening

13.1 Briefly explain mining method (e.g. truck/shovel):
periodic use of dry mobile crusher or screen

List any designated chemicals or acid-producing materials to be used or stored within permit area:
n/a

16. **Description of Amendment or Conversion:**

If you are amending or converting an existing operation, provide a brief narrative describing the proposed change(s).

Amending existing operation to include additional acreage in permitted mining area, and
incorporate a new mining/reclamation plan to minimize exposure and requirement for bond.

Maps and Exhibits:

Two (2) complete, unbound application packages must be submitted. One complete application package consists of a signed application form and the set of maps and exhibits referenced below as Exhibits A-S, Addendum 1, and the Geotechnical Stability Exhibit. Each exhibit within the application must be presented as a separate section. Begin each exhibit on a new page. Pages should be numbered consecutively for ease of reference. If separate documents are used as appendices, please reference these by name in the exhibit.

With each of the two (2) signed application forms, you must submit a corresponding set of the maps and exhibits as described in the following references to Rule 6.4, 6.5, and 1.6.2(1)(b):

EXHIBIT A	Legal Description
EXHIBIT B	Index Map
EXHIBIT C	Pre-Mining and Mining Plan Map(s) of Affected Lands
EXHIBIT D	Mining Plan
EXHIBIT E	Reclamation Plan
EXHIBIT F	Reclamation Plan Map
EXHIBIT G	Water Information
EXHIBIT H	Wildlife Information
EXHIBIT I	Soils Information
EXHIBIT J	Vegetation Information
EXHIBIT K	Climate Information
EXHIBIT L	Reclamation Costs
EXHIBIT M	Other Permits and Licenses
EXHIBIT N	Source of Legal Right-To-Enter
EXHIBIT O	Owners of Record of Affected Land (Surface Area) and Owners of Substance to be Mined
EXHIBIT P	Municipalities Within Two Miles
EXHIBIT Q	Proof of Mailing of Notices to County Commissioners and Conservation District
EXHIBIT R	Proof of Filing with County Clerk or Recorder
EXHIBIT S	Permanent Man-Made Structures
Rule 1.6.2(1)(b)	ADDENDUM 1 - Notice Requirements (sample enclosed)
Rule 6.5	Geotechnical Stability Exhibit (any required sections)

The instructions for preparing Exhibits A-S, Addendum 1, and Geotechnical Stability Exhibit are specified under Rule 6.4 and 6.5 and Rule 1.6.2(1)(b) of the Rules and Regulations. If you have any questions on preparing the Exhibits or content of the information required, or would like to schedule a pre-application meeting you may contact the Office at 303-866-3567.

Responsibilities as a Permittee:

Upon application approval and permit issuance, this application becomes a legally binding document. Therefore, there are a number of important requirements which you, as a permittee, should fully understand. These requirements are listed below. Please read and initial each requirement, in the space provided, to acknowledge that you understand your obligations. If you do not understand these obligations then please contact this Office for a full explanation.



1. Your obligation to reclaim the site is not limited to the amount of the financial warranty. You assume legal liability for all reasonable expenses which the Board or the Office may incur to reclaim the affected lands associated with your mining operation in the event your permit is revoked and financial warranty is forfeited;

VS 2. The Board may suspend or revoke this permit, or assess a civil penalty, upon a finding that the permittee violated the terms or conditions of this permit, the Act, the Mineral Rules and Regulations, or that information contained in the application or your permit misrepresent important material facts;

VS 3. If your mining and reclamation operations affect areas beyond the boundaries of an approved permit boundary, substantial civil penalties, to you as permittee can result;

VS 4. Any modification to the approved mining and reclamation plan from those described in your approved application requires you to submit a permit modification and obtain approval from the Board or Office;

VS 5. It is your responsibility to notify the Office of any changes in your address or phone number;

VS 6. Upon permit issuance and prior to beginning on-site mining activity, you must post a sign at the entrance of the mine site, which shall be clearly visible from the access road, with the following information (Rule 3.1.12):

- a. the name of the operator;
- b. a statement that a reclamation permit for the operation has been issued by the Colorado Mined Land Reclamation Board; and,
- c. the permit number.

VS 7. The boundaries of the permit boundary area must be marked by monuments or other markers that are clearly visible and adequate to delineate such boundaries prior to site disturbance.

VS 8. It is a provision of this permit that the operations will be conducted in accordance with the terms and conditions listed in your application, as well as with the provisions of the Act and the Construction Material Rules and Regulations in effect at the time the permit is issued.

VS 9. Annually, on the anniversary date of permit issuance, you must submit an annual fee as specified by Statute, and an annual report which includes a map describing the acreage affected and the acreage reclaimed to date (if there are changes from the previous year), any monitoring required by the Reclamation Plan to be submitted annually on the anniversary date of the permit approval. Annual fees are for the previous year a permit is held. For example, a permit with the anniversary date of July 1, 1995, the annual fee is for the period of July 1, 1994 through June 30, 1995. Failure to submit your annual fee and report by the permit anniversary date may result in a civil penalty, revocation of your permit, and forfeiture of your financial warranty. It is your responsibility, as the permittee, to continue to pay your annual fee to the Office until the Board releases you from your total reclamation responsibility.

____ 10. For joint venture/partnership operators: the signing representative is authorized to sign this document and a power of attorney (provided by the partner(s)) authorizing the signature of the representative is attached to this application.

NOTE TO COMMENTORS/OBJECTORS:

It is likely there will be additions, changes, and deletions to this document prior to final decision by the Office. Therefore, if you have any comments or concerns you must contact the applicant or the Office prior to the decision date so that you will know what changes may have been made to the application document.

The Office is not allowed to consider comments, unless they are written, and received prior to the end of the public comment period. You should contact the applicant for the final date of the public comment period.

If you have questions about the Mined Land Reclamation Board and Office's review and decision or appeals process, you may contact the Office at (303) 866-3567.

Certification:

As an authorized representative of the applicant, I hereby certify that the operation described has met the minimum requirements of the following terms and conditions:

1. To the best of my knowledge, all significant, valuable and permanent man-made structure(s) in existence at the time this application is filed, and located within 200 feet of the proposed affected area have been identified in this application (Section 34-32.5-115(4)(e), C.R.S.).
2. No mining operation will be located on lands where such operations are prohibited by law (Section 34-32.5-115(4)(f), C.R.S.);
3. As the applicant/operator, I do not have any extraction/exploration operations in the State of Colorado currently in violation of the provisions of the Colorado Land Reclamation Act for the Extraction of Construction Materials (Section 34-32.5-120, C.R.S.) as determined through a Board finding.
4. I understand that statements in the application are being made under penalty of perjury and that false statements made herein are punishable as a Class 1 misdemeanor pursuant to Section 18-8-503, C.R.S.

This form has been approved by the Mined Land Reclamation Board pursuant to section 34-32.5-112, C.R.S., of the Colorado Land Reclamation Act for the Extraction of Construction Materials. Any alteration or modification of this form shall result in voiding any permit issued on the altered or modified form and subject the operator to cease and desist orders and civil penalties for operating without a permit pursuant to section 34-32.5-123, C.R.S.

Signed and dated this 5th day of August, 2024.

KS Land, LLC

Applicant/Operator or Company Name

If Corporation Attest (Seal)

Signed: [Signature]

Signed: _____

Corporate Secretary or Equivalent

Title: member

Town/City/County Clerk

State of Oklahoma)

County of Carter) ss.

The foregoing instrument was acknowledged before me this 5th day of August, 2024, by Kasie Smith as member of KS Land LLC.



Celeste O Uptergrove

Notary Public

Commission expires: 10/19/27

SIGNATURES MUST BE IN BLUE INK

You must post sufficient Notices at the location of the proposed mine site to clearly identify the site as the location of a

proposed mining operation. The following is a sample of the Notice required for Rule 1.6.2(1)(b) that you may wish to use.

NOTICE

This site is the location of a proposed construction materials operation. (Name of the Applicant/Operator) KS Land,
whose address and phone number is (Address and Phone Number of the Applicant/Operator) 11822 K0122 Ln, Overbrook, CO 73453 880-222-5672,
has applied for a Reclamation Permit with the Colorado Mined Land Reclamation Board. Anyone wishing to comment on the
application may view the application at the (County Name) Morgan County Clerk and Recorder's Office,
(Clerk and Recorder's Office Address) 231 Ensign St., Fort Morgan, CO 80701, and should send comments prior to the end of
the public comment period to the Division of Reclamation, Mining, and Safety, 1313 Sherman St, Room 215, Denver,
Colorado 80203.

Certification:

I, Kasie Smith, hereby certify that I posted a sign containing the above notice for the proposed
permit area known as the (Name of Operation) Four X Ranch Gravel Pit, on (Date Posted) 8/5/24.

K Smith
SIGNATURE

8/5/24
DATE

Exhibit A
Legal Description

Operation Name: Four X Ranch Gravel Pit

PART of the NE1/4 of the SW1/4 and NW1/4 of the SE1/4 and SE1/4 of the NW1/4 of Section
15 - T5N - R57W, 6th P.M., Morgan County , COLORADO

Acres: 77.11

County: Morgan

State: Colorado

Address: 28850 County Road 21, Fort Morgan, CO 80701

Entrance: Located directly off of Morgan County Road 21, approximately 1.4 miles north of the
intersection of County Road 21 and County Road AA

40°23'53.20"N Latitude 103°44'57.02"W Longitude

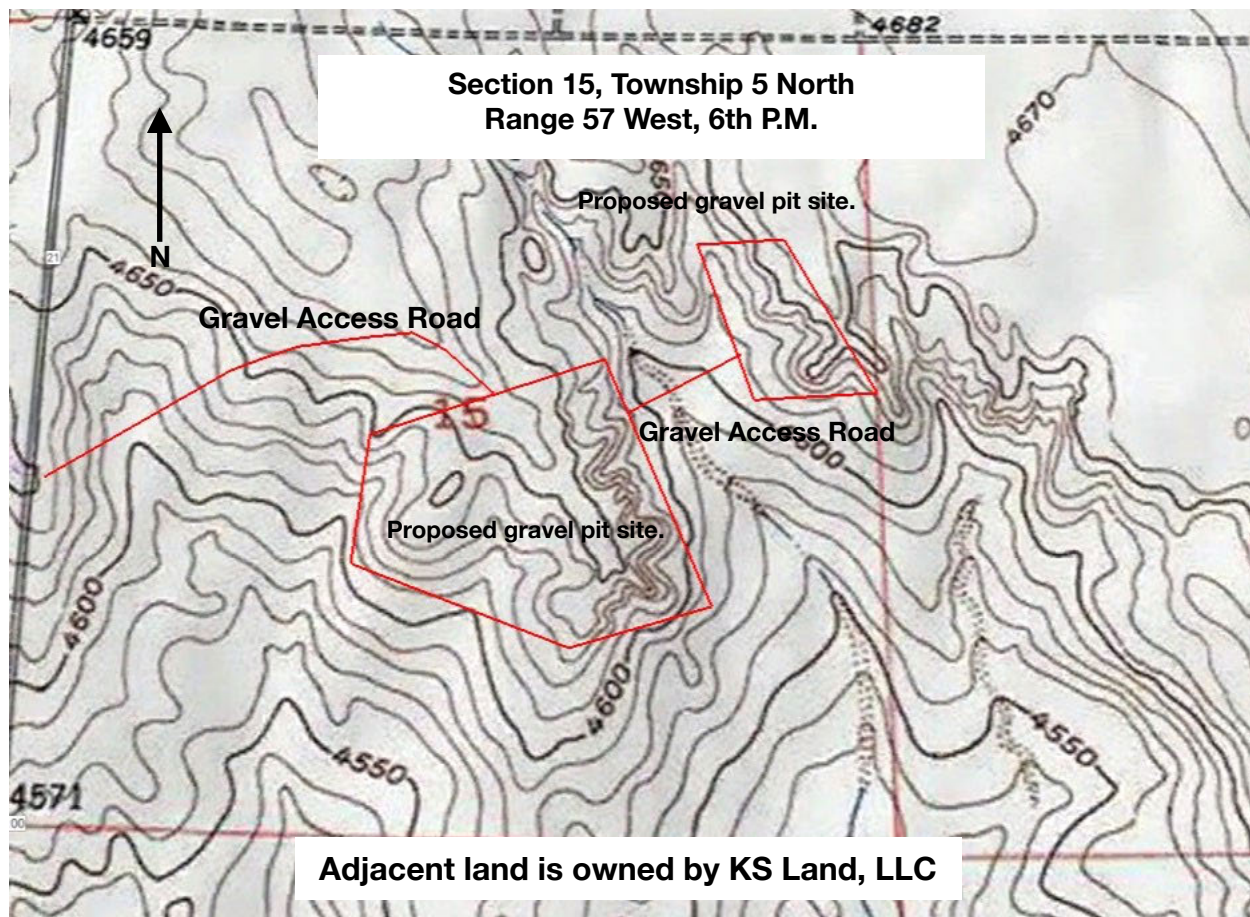


Exhibit BVicinity Index Map

Index map may be found in original Four X Ranch Gravel Pit application as “Exhibit B”

. EXHIBIT B

VICINITY INDEX MAP

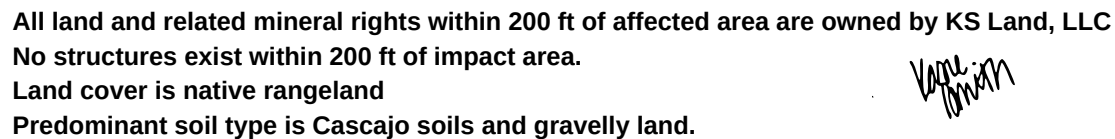
COUNTY: MORGAN



Exhibit B from Original DRMS Permit Application

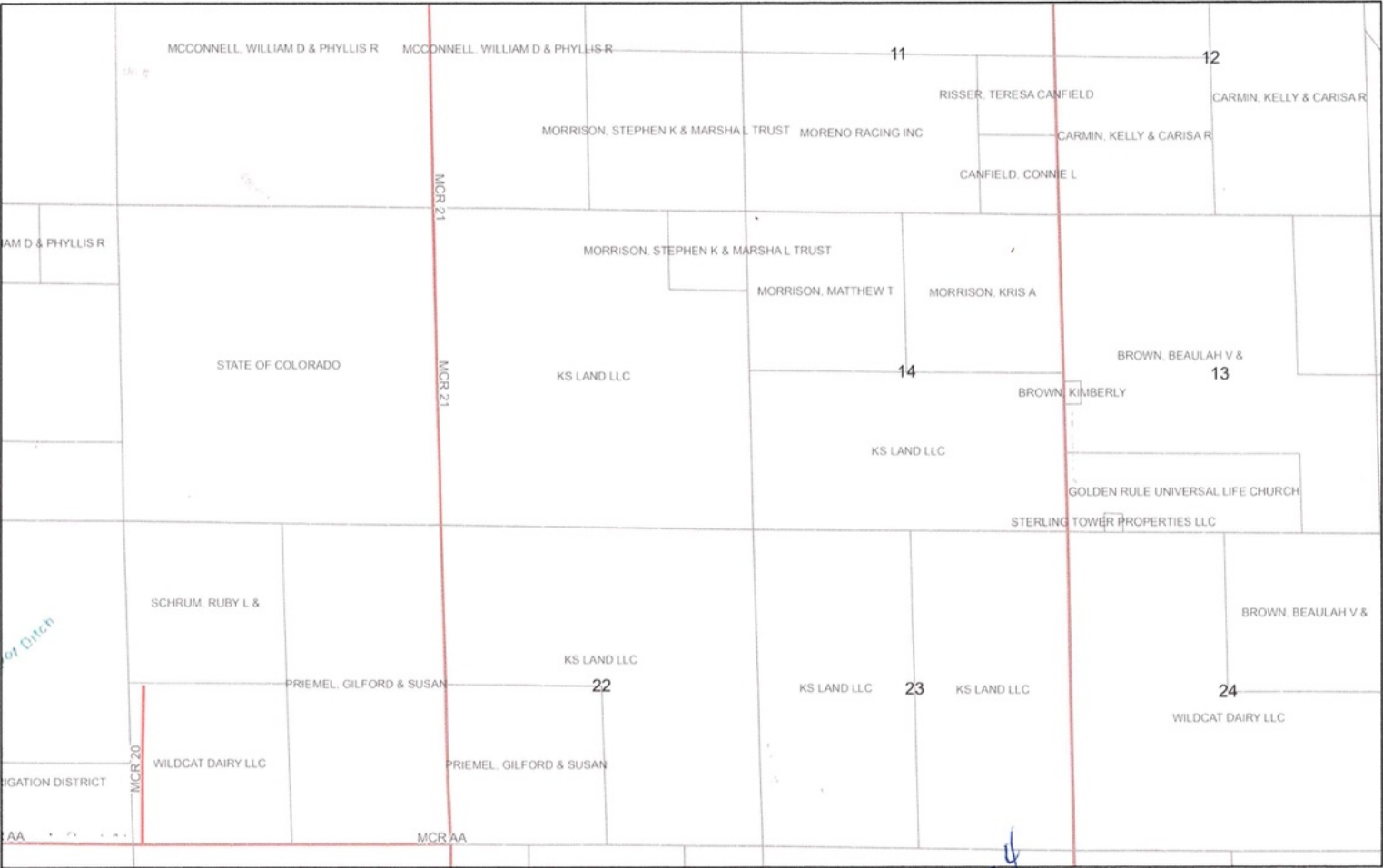
Four X Ranch Gravel Pit application

Total area to be involved is 77.1 acres



Vance Smith

Map of Landowners Adjacent to Section 15, T5N, 57W



August 4, 2024

Parcels Roads
County

Section

Aug 4, 2024

1:36,112
0 0.23 0.45 0.9 mi
0 0.38 0.75 1.5 km

Bureau of Land Management, Nebraska Game & Parks Commission, Esri, HERE, Garmin, INCREMENT P, USGS, MET/NASA, EPA, USDA

Mining Plan Map - Future Haul Road

Wade Martin

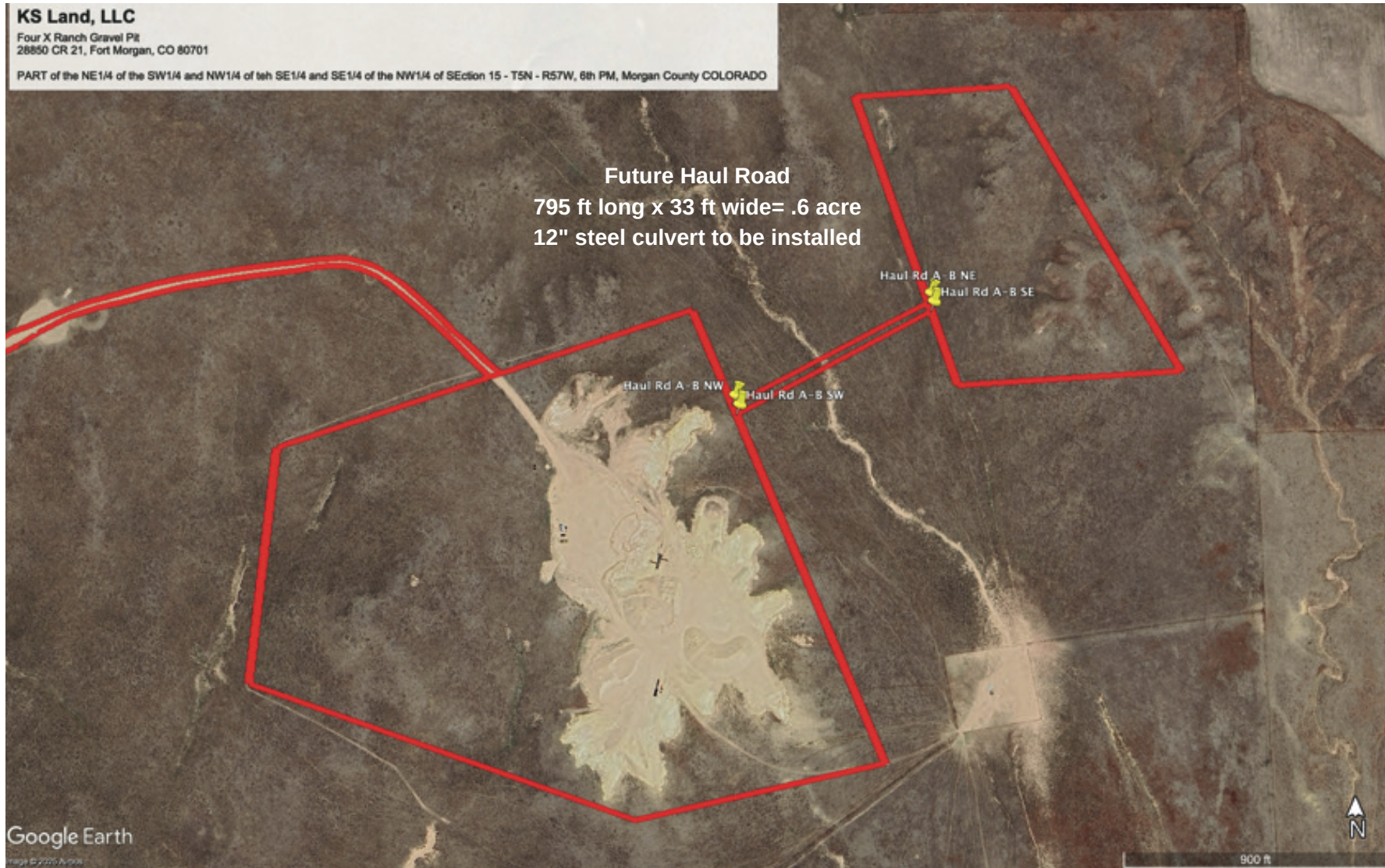


Exhibit D
Mining Plan

Mining Area A	Latitude	Longitude
NW Corner	40.398889	-103.741944
W Corner	40.396667	-103.742222
SW Corner	40.395409	-103.737437
SE Corner	40.395944	-103.734361
NE Corner	40.400222	-103.73675
Mining Area B		
NW Corner	40.402319	-103.734661
SW Corner	40.399492	-103.733406
SE Corner	40.399614	-103.730553
NE Corner	40.402419	-103.732678
Haul Road A to B		
NW Corner	40.399301	-103.736234
SW Corner	40.399212	-103.736185
SE Corner	40.400208	-103.733727
NE Corner	40.40029	-103.733764

At the time of the amendment KS Land, LLC is in process of mining and cleaning up areas that had been affected by the previous owner. There are approximately 17 acres that have been affected as of December 2024. The objective of this amendment is to establish updated plans for our operation, and to correctly utilize our permit to extract aggregate material.

Within our 77.1 permitted acres a maximum of approximately 30 acres may be disturbed at any given time. Once 5-10 acres in the disturbed area are deemed mined out, the reclamation process will begin on said acreage, working from south to north. Once vegetation has been established the Division will be contacted to review the status of the reclamation.

Mining will be done with standard excavation equipment- excavators, wheel loaders, and dozers. Raw material will be screened or crushed using mobile units. All material will be stockpiled as close to mining area as possible, general locations have been marked on the mining plan map. While extracting material from the ground a 3:1 or flatter slope will be maintained, with few exceptions. We will have no more than 1,500 linear feet at a 1:1 "straightwall."

Four X Ranch Gravel Pit amendment

Mining Plan extraction from Exhibit D of Four X Ranch Gravel Pit application:

There are no streams, springs, lakes or stock water ponds that will received drainage directly from this mining operation. All drainage in the region is toward the South Platte River Runoff in the area of the pit limits is toward the south-southwest. Excavation and grade management will be used to minimize any stormwater runoff from the mining area. Any incidental runoff leaving the site will be filtered by adjacent grassland, which is owned by KS Land, LLC.

Within 5 years	Mine area A, with no more than 30 acres at a time disturbed. Reclamation will begin as 5-10 acres are deemed mined out. We acknowledge that credit for reclamation may take 2-5 years.
Within 10 years	Plan to have ~20 acres reclaimed, and move into the western part of mining area a.
Within 15 years	Plan for ~30 acres reclaimed, install haul road to area B
Within 20 years	Have ~40 acres reclaimed, and working in mining area b to close out the mining in this permitted area.
Within 25 years	Complete mining and have all remaining acreage in the process of reclamation.

Mining Plan extraction from Exhibit D of Four X Ranch Gravel Pit application:
“Thickness of aggregate material to be mined is” estimated “10 to 20 feet. The topsoil generally directly overlays the fractured rock to be mined. An overburden thickness of 0.5 ft is used as a conservative estimate for reclamation purposes. The actual average overburden thickness is likely to be less. The primary commodity to be produced from the site is rock aggregate, which will likely be used for road improvement and other construction related projects. No secondary commodities will be produced from the mining area.

No incidental products are expected to be produced.

No explosive or chemicals will be utilized.

There is currently a road that is 5,236 ft long x 33.7 ft wide working as the main haul road for the gravel pit operation. It will not be reclaimed, as it is the access to the livestock water tank/well. In the future phases of mining, a road to mining area B will be installed per “Mining Plan Map - Future Haul Road” addendum.

Exhibit E

Reclamation Plan

A. Within our 77.1 permitted acres a maximum of approximately 30 acres may be disturbed at any given time. Once 5-10 acres in the disturbed area are deemed mined out, the reclamation process will begin on said acreage, working from south to north. Once vegetation has been established the Division will be contacted to review the status of the reclamation.

B. Extraction from Exhibit E page 6 of Four X Ranch Gravel Pit application:

“The maximum gradient of reclaimed slopes will be 3:1. Any waste rock will be used in grading final slopes for reclamation.”

Stockpiles will be stored in windrow fashion along the edge of the mining area, as shown in Mining Plan Map. The grading will be a gentle slope, and the tenant that grazes the property will cover with a wheat crop. The soil type present is very sandy, gravelly soil so large stockpiles of topsoil are not anticipated..

C. The quality and fertility of stockpiled soil will not have changed significantly during stockpiling, however amendments will be applied if soil testing indicates nutrient deficiencies.

Reseeding will be done as described in the table shown on page 7 of Four X Ranch Gravel Pit application, less the addition of crested wheatgrass, per letter from Colorado DRMS to Martin Christensen dated August 7, 2014.

Details of the equipment that will be used include use of a medium-sized dozer, similar to a Cat D7, to make final grade 3:1 or flatter and blended with existing slopes per the Reclamation Plan Map. After grading is complete, topsoil would be spread with same dozer. A 200 horsepower tractor with a 20 ft no-till drill would be used to seed. Per Division requirements set forth in Adequacy Review No. 2 of the AM-1, an area of approximately 3 acres that is the processing site will be ripped prior to placement of overburden/topsoil

“The final use of the reclaimed mined area is rangeland. No trees will be removed from the rangeland.

The average thickness of replaced topsoil will be 5 inches.”

D. There is currently a road that is 5,236 ft long x 33.7 ft wide working as the main haul road for the gravel pit operation. It will not be reclaimed, as it is the access to the livestock water tank/well.

No buildings will remain after reclamation.

F. KS Land, LLC has conferred with local agricultural spraying companies to develop an Adaptive Weed Management Plan. Per Matt Baker, of D&M Spraying, LLC, our plan includes an annual inspection of the property in late March- early April followed by an application of a broadleaf herbicide by airplane in late April- early May. The application of the broadleaf would not disrupt native vegetation.

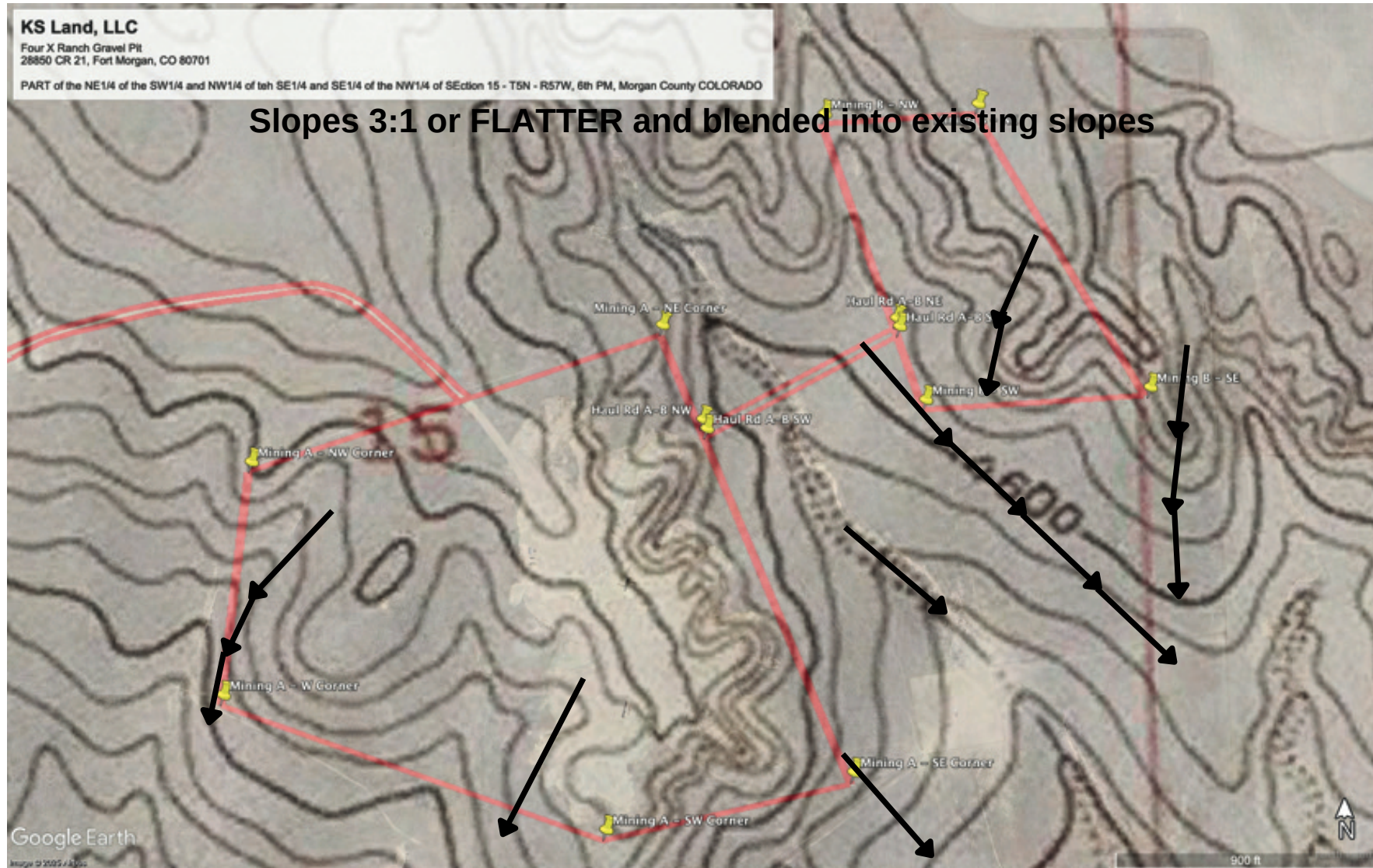
Regular inspection will be made by KS Land, LLC as well as the tenant who grazes the property. Any noxious weed infestations not covered by annual spraying will be addressed as

Four X Ranch Gravel Pit amendment

needed, and consultation with the Morgan County Extension Office or the NRCS office may be utilized to determine best course of action.

Reclamation Plan Map

Exhibit F- Reclamation Plan Map



All land and related mineral rights within 200 ft of affected area are owned by KS Land, LLC
All impacted slopes will be graded to 3:1 or flatter, blended into existing slopes and reseeded and revegetated in accordance with the approved state reclamation plan.

Vance Brown

Four X Ranch Gravel Pit amendment

Reclamation Plan Map - Ranch Road Exclusion



Vague
 10/11/23

Exhibit G
Water Information

Water information can be found in Exhibit G of the original Four X Ranch Gravel Pit application,
page number 9

Exhibit G From Original DRMS Application

EXHIBIT G

WATER INFORMATION

No water will be used in conjunction with mining activities.

No impoundments are present at the site. No irrigation ditches or other surface water diversion points exist in or near the mining area. Colorado Division of Water Resources records do not show any groundwater wells within 200 feet of the proposed mining area boundaries. The proposed mining operation will not impact surface water or groundwater rights holders.

A stock watering well is located approximately 750 feet east of the impact area boundary and is not downgradient of the impact area. The well serving the stock watering well is located approximately one mile south.

Depth to groundwater at this site is greater than 75 feet based on the static water level of a stockwater well within 1/2 mile of the subject area; thus, the excavation will not impact groundwater. Any runoff from the proposed mining area will run into adjacent rangeland owned by the applicant, and be absorbed by the soil. Any sediment deposited on the adjoining rangeland via runoff will simply be incorporated into the soil profile by existing vegetation and fauna. If solids deposition exceeds the receiving soil's natural assimilation ability, a small earthen berm shall be constructed on the downslope side of the mining area to facilitate detention and solid settling before precipitation runoff leaves the site.

The hydrologic balance of the area will not be significantly affected. The limited size of the proposed excavation area in conjunction with the low precipitation and substantial depth to groundwater characteristic of the area minimize any impact to the hydrologic balance. No impoundments or significant drainage modifications will be left in the reclaimed area beyond the previously indicated slope moderation changes, which will likely enhance rangeland grass establishment by increasing precipitation infiltration time. There will be no depression left after mining operations are completed; no impoundments or drainage alterations will be left in the reclaimed area. The slopes of the reclaimed excavation area will be made 3:1 or flatter. Vertical pit walls will not be necessary.

Dust control on the access road and in the pit area will be implemented as needed using water hauled from a well located on land owned by the applicant. The well is located in Section 11, T4N, R57W.

The excavation will occur on ground that has not been used for any other known purpose beyond rangeland grazing. No foreign materials are anticipated to be encountered, other than incidental fencing or grazing related materials such as old fence posts and/or barbed wire. If refuse and/or acid or toxic producing materials are exposed during mining, they will be appropriately addressed. Any recyclable refuse will be recycled or repurposed. Non-recyclable refuse will be landfilled in the sanitary landfill. Toxic producing materials will be characterized and disposed of in accordance with applicable state law.

Exhibit H
Wildlife Information

Wildlife information may be found as “exhibit H” in the original Four X Ranch Gravel Pit application, page 10.

Exhibit H From Original DRMS Application

EXHIBIT H

WILDLIFE INFORMATION

Game and non-game animals present in the general area of the mining site include prairie dog, rabbit, coyote, fox, deer, mice, skunk, and ground squirrel. Birds that may utilize the area include meadowlarks, killdeer, owls, red-tailed hawks, and various migratory birds.

There are no threatened or endangered species known to utilize the impact area.

As indicated by the site map, the impact area is surrounded by native rangeland. The general effect of aggregate extraction activities will be minimal. Once approximately half of the impact area has been mined, that area will be reclaimed for rangeland. Upon final completion of mining activities at the site, the remaining portion of the impact area will be reclaimed for rangeland.

The impact regarding temporary loss of food and habitat, interference with migratory routes, and the general effect on the wildlife from increased human activity, including noise, will likely be minimal.

Exhibit I
Soils Information

Soils information may be found in original Four X Ranch Gravel Pit application as “Exhibit I”
page 11

Exhibit I From Original DRMS Application

EXHIBIT I

SOILS INFORMATION

The general thickness of topsoil in the area is approximately six inches or less. Based on the USDA-NRCS Morgan County Soil Survey, the predominant soil types present within the boundaries of the impact area are Cascajo soil and gravelly land and Valent Sand. The types of parent soils in conjunction with the topology of the site does not lend to the formation of deep organic soils. However, topsoil removed at the start of the project will be stockpiled and covered with manure, which will both help to modestly increase the fertility of the soil and minimize erosion.

Exhibit J**Vegetation Information**

Vegetation information may be found in original Four X Ranch Gravel Pit application as “Exhibit J” page 12

Exhibit J From Original DRMS Application

EXHIBIT J

VEGETATION INFORMATION

USDA-NRCS Soil Survey information indicates vegetation characteristic of the aforementioned soil types are prairie sandreed (30%), Sand bluestem (15%), Switchgrass (15%), Blue grama (10%), Needlegrass (10%), Little bluestem (5%), Sideoats grama (5%), and sagebrush (5%).

Upland native rangeland in this area is not sufficiently productive to facilitate harvesting for hay. The CSU Extension Forage Stocking Rate Calculator indicates the average sustainable stocking rate of pasture with rangeland productivity characteristics is around 25 acres per cow-calf pair.

Exhibit K
Climate Information

Climate information may be found in original Four X Ranch Gravel Pit application as “Exhibit K”
page 13

Exhibit K From Original DRMS Application

EXHIBIT K

CLIMATE INFORMATION

The USDA-NRCS Soil Survey indicates the climate of Morgan County is semi-arid continental, with highly variable wind speed, precipitation and temperatures. The average annual precipitation is 14 inches. In winter the average low temperature is 15 degrees Fahrenheit. In summer, the average maximum temperature is 86 degrees Fahrenheit. Most of the precipitation falls between April and September as a result of thunderstorms.

Exhibit LReclamation Costs

The Division Reclamation Cost worksheet for the amended permit areas is included as an attachment to these exhibits.

Exhibit M
Other Permits and Licenses

N/A

Exhibit NSource of Legal Right to Enter

N/A the proposed amended site and the surrounding land is owned by KS Land, LLC

Exhibit OOwners of Record

KS Land, LLC owns the surface and mineral rights within the boundary of the impact area and the surrounding area for a distance exceeding 200 feet.

Exhibit PMunicipalities within two miles

N/A - There are no municipalities within a two mile radius of the proposed site.

Exhibit Q

Owner's Proof of mailing notices to board of county commissioners and Proof of mailing notice to county conservation district.

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$9.85
Certified Fee	4.85
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 14.70

Sent To: Morgan Con. District
 Street, Apt. No.: 200 W. Railroad Ave.
 or PO Box No.: Ft. Morgan, CO 80701
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$9.85
Certified Fee	4.85
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 14.70

Sent To: Morgan Co Commissioner
 Street, Apt. No.: P.O. Box 596
 or PO Box No.: Fort Morgan, CO 80701
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

Exhibit R



Proof of filing with county clerk and recorder.

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY
Department of Natural Resources

1313 Sherman St., Room 215
Denver, Colorado 80203
Phone: (303) 866-3567
FAX: (303) 832-8106

**CONSTRUCTION MATERIALS
REGULAR (112) OPERATION
RECLAMATION PERMIT APPLICATION FORM**

CHECK ONE: ☒ There is a File Number Already Assigned to this Operation
Permit # M - 2014 - 033 - (Please reference the file number currently assigned to this operation)
☐ New Application (Rule 1.4.5) ☒ Amendment Application (Rule 1.10)
☐ Conversion Application (Rule 1.11)

Permit # M - 2014 - 033 - (provide for Amendments and Conversions of existing permits)

The application for a Construction Materials Regular 112 Operation Reclamation Permit contains three major parts: (1) the application form; (2) Exhibits A-S, Addendum 1, any sections of Exhibit 6.5 (Geotechnical Stability Exhibit); and (3) the application fee. When you submit your application, be sure to include one (1) complete signed and notarized ORIGINAL and one (1) copy of the completed application form, two (2) copies of Exhibits A-S, Addendum 1, appropriate sections of 6.5 (Geotechnical Stability Exhibit), and a check for the application fee described under Section (4) below. Exhibits should **NOT** be bound or in a 3-ring binder; maps should be folded to 8 1/2" X 11" or 8 1/2" X 14" size. To expedite processing, please provide the information in the format and order described in this form.

GENERAL OPERATION INFORMATION
Type or print clearly, in the space provided, ALL information requested below.

1. Applicant/operator or company name (name to be used on permit): KS Land, LLC
1.1 Type of organization (corporation, partnership, etc.): partnership

2. Operation name (pit, mine or site name): Four X Ranch Gravel Pit

3. Permitted acreage (new or existing site): 33.2 permitted acres
3.1 Change in acreage (+) 43.91 acres
3.2 Total acreage in Permit area 77.11 acres

4. Fees:
4.1 New Application \$2,696.00 application fee
4.2 New Quarry Application \$3,342.00 quarry application
4.4 Amendment Fee \$2,229.00 amendment fee
4.5 Conversion to 112 operation (set by statute) \$2,696.00 conversion fee

5. Primary commodity(ies) to be mined: Aggregate Gravel
5.1 Incidental commodity(ies) to be mined: 1. - lbs/Tons/yr 2. / lbs/Tons/yr
3. / lbs/Tons/yr 4. / lbs/Tons/yr 5. / lbs/Tons/yr
5.2 Anticipated end use of primary commodity(ies) to be mined: construction
5.3 Anticipated end use of incidental commodity(ies) to be mined: n/a

Four X Ranch Gravel Pit amendment

Exhibit SPermanent Man-Made Structures

N/A- there are no man-made structures within 200 feet of the impact area.

ATTACHMENTS

Mining Plan Amendment Map

Total area to be involved is 77.1 acres

KS Land, LLC

Four X Ranch Gravel Pit
28850 CR 21, Fort Morgan, CO 80701

PART of the NE1/4 of the SW1/4 and NW1/4 of the SE1/4 and SE1/4 of the NW1/4 of Section 15 - T5N - R57W, 6th PM, Morgan County COLORADO

CR 21



All land and related mineral rights within 200 ft of affected area are owned by KS Land, LLC

No structures exist within 200 ft of impact area.

Land cover is native rangeland

Predominant soil type is Cascajo soils and gravelly land.

Vogel

1/17/2025

Mining Plan Map - Future Haul Road

Vape Min

1/17/2025

KS Land, LLC

Four X Ranch Gravel Pit
28850 CR 21, Fort Morgan, CO 80701

PART of the NE1/4 of the SW1/4 and NW1/4 of the SE1/4 and SE1/4 of the NW1/4 of Section 15 - T5N - R57W, 6th PM, Morgan County COLORADO

Future Haul Road
795 ft long x 33 ft wide= .6 acre
12" steel culvert to be installed

Haul Rd A-B NE
Haul Rd A-B SE

Haul Rd A-B NW
Haul Rd A-B SW

Google Earth

Image © 2025 Airbus



900 ft

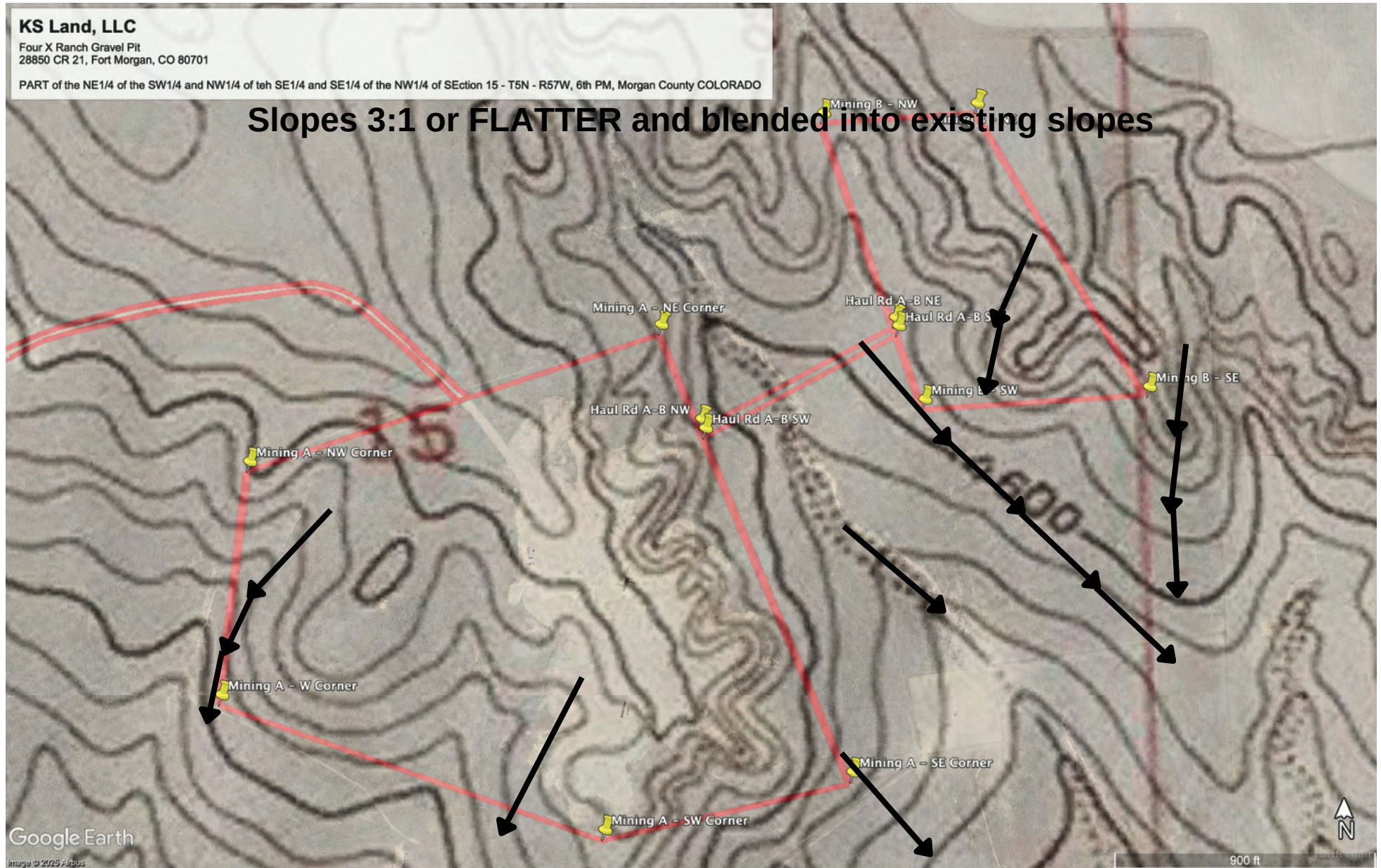
Reclamation Plan Map

KS Land, LLC

Four X Ranch Gravel Pit
28850 CR 21, Fort Morgan, CO 80701

PART of the NE1/4 of the SW1/4 and NW1/4 of the SE1/4 and SE1/4 of the NW1/4 of Section 15 - T5N - R57W, 6th PM, Morgan County COLORADO

Slopes 3:1 or FLATTER and blended into existing slopes



All land and related mineral rights within 200 ft of affected area are owned by KS Land, LLC
All impacted slopes will be graded to 3:1 or flatter, blended into existing slopes and reseeded and revegetated in accordance with the approved state reclamation plan.

V. M. M. 1/17/2025 (

Reclamation Plan Map - Ranch Road Exclusion

KS Land, LLC

Four X Ranch Gravel Pit
28850 CR 21, Fort Morgan, CO 80701

PART of the NE1/4 of the SW1/4 and NW1/4 of the SE1/4 and SE1/4 of the NW1/4 of Section 15 - T5N - R57W, 6th PM, Morgan County COLORADO

21

Ranch road- access to Stockwell. Improved road will not be reclaimed, per landowner.
5,225 feet by 33.7 ft wide = 4.04 acres

2100

21

Google Earth

Image © 2025 Airbus

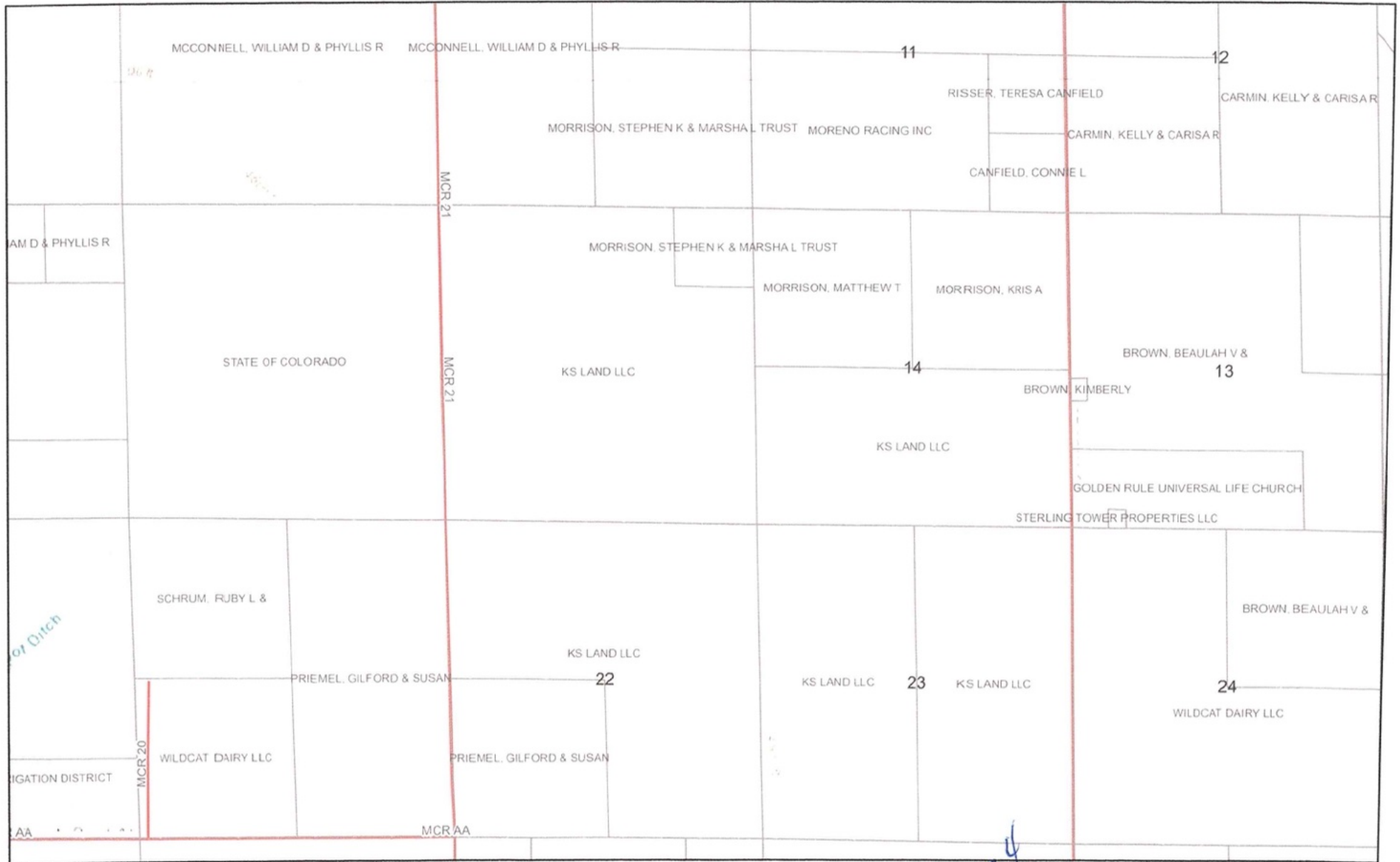
900 ft



Vague

1/17/2025

Map of Landowners Adjacent to Section 15, T5N, 57W

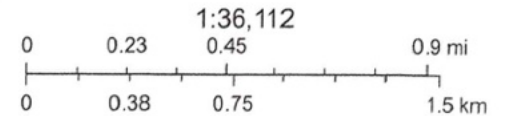


August 4, 2024

Parcels Roads
County

Section

Aug 4, 2024



Bureau of Land Management, Nebraska Game & Parks Commission, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Notice posted at the entrance to the mining operation on August 5, 2024,



COST SUMMARY WORK

Task description: Cost Summary

Site: Four X Ranch Gravel Pit

Permit Action: AM-1

Permit/Job#: M2014033

PROJECT IDENTIFICATION

Task #: 000

State: Colorado

Abbreviation: None

Date: 1/15/2025

County: Morgan

Filename: M033-000

User: JPL

Agency or organization name: DRMS

TASK LIST (DIRECT COSTS)

Task	Description	Form Used	Fleet Size	Task Hours	Cost
001	Grade Out Highwall	DOZER	1	6.27	\$1,365
002	Grade Topsoil/Overburden	DOZER	1	53.05	\$11,526
002a	Rip Processing Area	RIPPER	1	5.26	\$1,169
003	Reveg	REVEGE	1	25.00	\$61,811
004	Mob/Demob	MOBILIZE	1	5.14	\$4,503
<u>SUBTOTALS:</u>				94.72	\$80,374

INDIRECT COSTS

OVERHEAD AND PROFIT:

Liability insurance: 2.02

Total = \$1,624

Performance bond: 1.05

Total = \$844

Job superintendent: 47.36

Total = \$3,754

Profit: 10.00

Total = \$8,037

TOTAL O & P = \$14,259

CONTRACT AMOUNT (direct + O & P) = \$94,633

LEGAL - ENGINEERING - PROJECT MANAGEMENT:

Financial warranty processing (legal/related costs): \$500

Total = \$500

Engineering work and/or contract/bid preparation: 8.00

Total = \$7,571

Reclamation management and/or administration: 5.81

\$5,498

CONTINGENCY: 0.00

Total = \$0

TOTAL INDIRECT COST = \$27,828

TOTAL BOND AMOUNT (direct + indirect) = \$108,202

BULLDOZER WORKTask description: **Grade Out Highwall**Site: **Four X Ranch Gravel Pit**Permit Action: **AM-1**Permit/Job#: **M2014033****PROJECT IDENTIFICATION**Task #: **001**State: **Colorado**Abbreviation: **None**Date: **1/15/2025**County: **Morgan**Filename: **M033-001**User: **JPL**Agency or organization name: **DRMS****HOURLY EQUIPMENT COST**Basic Machine: **Cat D7R DS XR Series II**Horsepower: **240**Blade Type: **Semi-Universal**Attachment: **3-shank ripper**Shift Basis: **1 per day**Data Source: **(CRG)****Cost Breakdown:**

		<u>Utilization %</u>
Ownership Cost/Hour:	\$90.24	NA
Operating Cost/Hour:	\$78.95	100
Ripper own.		
Cost/Hour:	\$9.25	NA
Ripper op. Cost/Hour:	\$0.52	10
Operator Cost/Hour:	\$38.59	NA
Total unit Cost/Hour:	\$217.55	
Total Fleet Cost/Hour:	\$217.55	

MATERIAL QUANTITIESInitial Volume: **1,958**Swell factor: **1.430**Loose volume: **2,800 LCY**Source of estimated volume: **1,500 ft long x 15 ft deep at 1:1 slope**Source of estimated swell factor: **Cat Handbook****HOURLY PRODUCTION**Average push distance: **75 feet**Unadjusted hourly production: **854.1 LCY/hr**Materials consistency description: **Compacted fill or embankment 0.9**Average push gradient: **-5 %**Average site altitude: **4,650 feet**Material weight: **3,300 lbs/LCY**Weight description: **Decomposed rock - 75% Rock, 25% Earth****Job Condition Correction Factor**Operator Skill: **0.750**Source
(AVG.)

Material consistency:	0.900	(CAT HB))
Dozing method:	1.200	(SLOT)
Visibility:	1.000	(AVG.)
Job efficiency:	0.830	(1 SHIFT/DAY)
Spoil pile:	1.000	(DOZ-OC)
Push gradient:	1.115	(CAT HB)
Altitude:	1.000	(CAT HB)
Material Weight:	0.697	(CAT HB)
Blade type:	1.000	(PAT)

Net correction: 0.5225

Adjusted unit
production: 446.27 LCY/hr

Adjusted fleet
production: **446.27** LCY/hr

JOB TIME AND COST

Fleet size: 1 Dozer(s)

Unit cost: \$0.487/LCY

Total job time: **6.27** Hours

Total job cost: **\$1,365**

BULLDOZER WORKTask description: **Grade Topsoil/Overburden**Site: **Four X Ranch Gravel Pit**Permit Action: **AM-1**Permit/Job#: **M2014033****PROJECT IDENTIFICATION**Task #: **002**State: **Colorado**Abbreviation: **None**Date: **1/15/2025**County: **Morgan**Filename: **M033-002**User: **JPL**Agency or organization name: **DRMS****HOURLY EQUIPMENT COST**Basic Machine: **Cat D7R DS XR Series II**Horsepower: **240**Blade Type: **Semi-Universal**Attachment: **3-shank ripper**Shift Basis: **1 per day**Data Source: **(CRG)****Cost Breakdown:**

		<u>Utilization %</u>
Ownership Cost/Hour:	\$90.24	NA
Operating Cost/Hour:	\$78.95	100
Ripper own. Cost/Hour:	\$9.25	NA
Ripper op. Cost/Hour:	\$0.26	5
Operator Cost/Hour:	\$38.59	NA
Total unit Cost/Hour:	\$217.29	
Total Fleet Cost/Hour:	\$217.29	

MATERIAL QUANTITIESInitial Volume: **20,200**Swell factor: **1.000**Loose volume: **20,200 LCY**Source of estimated volume: **30 acres with 5-inches**Source of estimated swell
factor: **Cat Handbook****HOURLY PRODUCTION**Average push distance: **100 feet**Unadjusted hourly
production: **714.3 LCY/hr**Materials consistency description: **Loose stockpile 1.2**Average push
gradient: **0 %**Average site altitude: **4,650 feet**Material weight: **2,900 lbs/LCY**Weight description: **Decomposed rock - 50% Rock, 50% Earth****Job Condition Correction Factor**Operator Skill: **0.750**Source
(AVG.)

Material consistency:	1.200	(CAT HB)
Dozing method:	1.000	(GEN.)
Visibility:	1.000	(AVG.)
Job efficiency:	0.830	(1 SHIFT/DAY)
Spoil pile:	0.900	(SSD-FC)
Push gradient:	1.000	(CAT HB)
Altitude:	1.000	(CAT HB)
Material Weight:	0.793	(CAT HB)
Blade type:	1.000	(PAT)

Net correction: 0.5331

Adjusted unit production: 380.79 LCY/hr

Adjusted fleet production: **380.79** LCY/hr

JOB TIME AND COST

Fleet size: 1 Dozer(s)

Unit cost: \$0.571/LCY

Total job time: **53.05** Hours

Total job cost: **\$11,526**

BULLDOZER RIPPING WORK

Task description: Rip Processing Area

Site: Four X Ranch Gravel Pit

Permit Action: AM-1

Permit/Job#: M2014033

PROJECT IDENTIFICATION

Task #: 002A

State: Colorado

Abbreviation: None

Date: 1/15/2025

County: Morgan

Filename: M033-002a

User: JPL

Agency or organization name: DRMS

HOURLY EQUIPMENT COST

Basic Machine: Cat D7R DS XR Series II

Horsepower: 240

Ripper Attachment: 3-Shank Ripper

Shift Basis: 1 per day

Data Source: (CRG)

Cost Breakdown:

		Utilization %
Ownership Cost/Hour:	<u>\$90.24</u>	<u>NA</u>
Operating Cost/Hour:	<u>\$78.95</u>	<u>100</u>
Ripper Ownership Cost/Hour:	<u>\$9.25</u>	<u>NA</u>
Ripper Operating Cost/Hour:	<u>\$5.20</u>	<u>100</u>
Operator Cost/Hour:	<u>\$38.59</u>	<u>NA</u>
Total Unit Cost/Hour:	<u>\$222.23</u>	
Total Fleet Cost/Hour:	<u>\$222.23</u>	

MATERIAL QUANTITIES

Selected estimating method: Area

Alternate Methods:

Seismic: NA

Bank Volume: NA

BCY NA

Area: 3.00 acres

Rip Depth (ft): 1.00

Volume: 4,840

BCY or CCY

Source of estimated quantity: Division Estimate of Processing Area

HOURLY PRODUCTION

Seismic:

Seismic Velocity: NA feet/second

Area:

Average Ripping Depth:	<u>2.45</u>	<u>feet/pass</u>
Average Ripping Width:	<u>6.50</u>	<u>feet/pass</u>
Average Ripping Length:	<u>150.00</u>	<u>feet/pass</u>
Average Dozer Speed:	<u>88.00</u>	<u>feet/minute</u>
Average Maneuver Time:	<u>0.25</u>	<u>minutes/pass</u>
Production per unit area:	<u>0.687</u>	<u>acres/hour</u>

Job Condition Correction Factors

Unadjusted Hourly Unit Production: 0.687 Acres/hr

Site Altitude: 4,650 feet

Altitude Adj: 1.00 (CAT HB)

Job Efficiency: 0.83 (1 shift/day)

Net Correction: 0.83 multiplier

Adjusted Hourly Unit Production: 0.57 Acres/hr

Adjusted Hourly Fleet Production: 0.57 Acres/hr

JOB TIME AND COST

Fleet size: 1 Grader(s) Total job time: 5.26 Hours

Unit cost: \$389.675 Per acre Total job cost: \$1,169

REVEGETATION WORKTask description: RevegSite: Four X Ranch Gravel PitPermit Action: AM-1Permit/Job#: M2014033**PROJECT IDENTIFICATION**Task #: 003State: ColoradoAbbreviation: NoneDate: 1/15/2025County: MorganFilename: 003User: JPLAgency or organization name: DRMS**FERTILIZING****Materials**

Description	Units / Acre	Unit	Cost / Unit	Cost /Acre
			\$	\$
			Total Fertilizer Materials Cost/Acre	\$0.00

Application

Description	Cost /Acre
	\$
Total Fertilizer Application Cost/Acre	\$0.00

TILLING

Description	Cost /Acre
Chisel plowing {DMG}	\$102.41
Weed control spraying (MEANS 31 31 16.13 3100)	\$338.80
Total Tilling Cost/Acre	\$441.21

SEEDING

Seed Mix	Rate – PLS LBS / Acre	Seeds per SQ. FT	Cost /Acre
Blue Grama - Lovington	0.20	3.26	\$5.55
Little Bluestem - Camper	0.50	2.98	\$6.79
Sand Dropseed	0.30	35.81	\$3.90
Sideoats Grama - Vaughn	0.70	2.30	\$17.21
Red Clover - Medium	0.20	1.24	\$1.41
Smooth Brome - Lincoln	0.30	1.00	\$1.46
Thickspike Wheatgrass - Critana	0.80	2.83	\$6.52
Western Wheatgrass - Arriba	1.60	4.04	\$14.45
Prairie Sandreed - Goshen	0.40	2.51	\$6.81

Totals Seed Mix	5.00	55.97	\$64.11
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Application

Description	Cost / Acre
Drill Seeding (DRMS Survey Cost)	\$236.64
Total Seed Application Cost/Acre	\$236.64

MULCHING and MISCELLANEOUS**Materials**

Description	Units / Acre	Unit	Cost / Unit	Cost / Acre
Straw, delivered {MEANS 31 25 14.16 1200}	2.00	TON	\$492.78	\$985.56
Total Mulch Materials Cost/Acre				\$985.56

Application

Description	Cost / Acre
Crimping, with tractor {DMG survey data}	\$85.37
Power mulcher (MEANS 32 91 13.16 0350)	\$157.25
Total Mulch Application Cost/Acre	\$242.63

NURSERY STOCK PLANTING

Common Name	No / Acre	Type and Size	Planting Cost	Fertilizer Pellet Cost	Cost / Acre
					\$
Totals Nursery Stock Cost / Acre					\$0.00

JOB TIME AND COST

No. of Acres: 30 Cost /Acre: \$1,970.15
 Estimated Failure Rate: 30% Cost /Acre*: \$300.75
 *Selected Replanting Work Items: SEEDING

Initial Job Cost: **\$59,104.50**
 Reseeding Job Cost: **\$2,706.75**
 Total Job Cost: **\$61,811**
 Job Hours: **25.00**

EQUIPMENT MOBILIZATION/DEMOBILIZATIONTask description: **Mob/Demob**Site: **Four X Ranch Gravel Pit**Permit Action: AM-1Permit/Job#: M2014033**PROJECT IDENTIFICATION**Task #: 004State: ColoradoAbbreviation: NoneDate: 1/15/2025County: MorganFilename: M033-004User: JPLAgency or organization name: DRMS**EQUIPMENT TRANSPORT RIG COST**Shift basis: 1 per dayCost Data Source: CRG DataTruck Tractor Description: GENERIC ON-HIGHWAY TRUCK TRACTOR, 6X4, DIESEL POWERED,
400 HP (2ND HALF, 2006)Truck Trailer Description: GENERIC FOLDING GOOSENECK, DROP DECK EQUIPMENT
TRAILER (25T, 50T, AND 100T)**Cost Breakdown:**

Available Rig Capacities	0-25 Tons	26-50 Tons	51+ Tons
Ownership Cost/Hour:	\$10.44	\$22.18	\$23.94
Operating Cost/Hour:	\$26.48	\$54.55	\$55.65
Operator Cost/Hour:	\$22.52	\$22.52	\$22.52
Helper Cost/Hour:	\$0.00	\$23.53	\$23.53
Total Unit Cost/Hour:	\$59.44	\$122.78	\$125.64

NON ROADABLE EQUIPMENT:

Machine Description	Weight/ Unit (TONS)	Owner ship Cost/hr/ unit	Haul Rig Cost/hr/unit	Fleet Size	Haul Trip Cost/hr/ fleet	Return Trip Cost/hr/ fleet	DOT Permit Cost/ fleet
Cat D7R DS XR Series II	35.93	\$99.49	\$122.78	1	\$222.27	\$122.78	\$250.00
Drill/Broadcast Seeder with Tractor	25.00	\$41.02	\$59.44	2	\$200.92	\$118.88	\$500.00
Power Mulcher (Bowie LD-90)	6.00	\$27.21	\$59.44	1	\$86.65	\$59.44	\$250.00

Subtotals: **\$509.84** **\$301.10** **\$1,000.00****ROADABLE EQUIPMENT:**

Machine Description	Total Cost/hr/ unit	Fleet Size	Haul Trip Cost/hr/ fleet	Return Trip Cost/hr/ fleet
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Subtotals: **\$0.00** **\$0.00**

EQUIPMENT HAUL DISTANCE and Time

Nearest Major City or Town within project area region:	FT MORGAN	
Total one-way travel distance:	10.00	miles
Average Travel Speed:	35.00	mph

Total Non-Roadable Mob/Demob Cost *	\$4,502.75
** two round trips with haul rig:	
Total Roadable Mob/Demob Cost **	\$0.00
** one round trip, no haul rig:	

Transportation Cycle Time:

	Non-Roadable Equipment	Roadable Equipment
Haul Time (Hours):	0.29	0.29
Return Time (Hours):	0.29	0.29
Loading Time (Hours):	1.00	NA
Unloading Time (Hours):	1.00	NA
Subtotals:	2.57	0.57

JOB TIME AND COST

Total job time:	5.14	Hours
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Total job cost:	\$4,503
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**CERTIFICATION OF NOTIFICATION
OF MINERAL ESTATE OWNER**

The applicant must check one of the three following statements, sign and date the form, and attach a list of mineral owners and lessees to whom notice was sent (if applicable).

I/We, KS Land, LLC by Kasie Smith

_____, (the "Applicant" or authorized representative of the Applicant), by signing below, hereby declare and certify as follows:

With respect to the property located at:

Physical Address: 28850 CR 21, Fort Morgan, CO 80701

Legal Description (attach as applicable): PART of the NE1/4 of the SW1/4 and NW1/4 of the SE1/4
and SE1/4 of the NW1/4 of Section 15 - T5N - R57W, 6th P.M., Morgan County, COLORADO

Permit #: _____

☒ I/We have searched the records of the Morgan County Tax Assessor and the Morgan County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein pursuant to C.R.S. § 24-65.5-103(1).

_____ I/We certify that, not less than thirty (30) days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to C.R.S. § 24-65.5-103(1) of the Colorado Revised Statutes. A copy of the letter and list of addressee are included with this certification.

_____ The mineral estate has been severed from the surface estate, and each mineral estate owner and lessee has waived the right to notice as per C.R.S. § 24-65.5-103(5).

I hereby further certify that I am the Applicant, or I am authorized by the Applicant to make the representations contained herein and to act as the Applicant's agent for purposes of this Certification of Notification and bind the Applicant to these representations by my signature below.


Applicant or Authorized Representative

6/6/25
Date



COAN PAYTON & PAYNE LLC

Memorandum

To: KS Land, LLC; Kasie Smith
From: Dan Jones
Date: March 30, 2021
Re: Mineral Title; Sections 14, 15, 22, and 23 – T5N – R57W

I reviewed the documents provided related to the mineral title in Sections 14, 15, 22, and 23 of Township 5 North, Range 57 West of the 6th P.M., Morgan County, Colorado, and have the following observations for your consideration. My review has been mostly limited to the documents provided by the title company.

PARCEL A:

1. South Half of Section 14:

On review of the provided documents related to the mineral title in the South Half of Section 14, T5N, R57W, there was no evidence of a severance of the mineral title. **Based on the documents provided, it appears Four X Ranch, Inc., is the owner of 100% of the mineral estate underlying the S2 of Section 14.** The documents which were provided and reviewed are as follows:

- Document No. 51940 (B44 P295) - 1913 Patent Deed to William H. Bevard for the SE4
- Document No. 97181 (B155 P158) – 1920 Patent Deed to William H. Bevard for the SW4
- Document No. 160298 (B242 P185) – 1926 Warranty Deed from William H. Bevard to L. L. Phillips for the S2, with no mineral reservation by Grantor.
- Document No. 167439 (B244 P185) – 1927 Quitclaim Deed from William H. Bevard to Roy E. Menking for the S2, with no mineral reservation by Grantor.
- Document No. 196856 (B294 P489) – 1928 Oil and Gas Lease from L. L. Phillips and Roy E. Menking to Clem S. Lee for the S2 (lease appears to have expired without any oil and gas development).

- Document No. 277563 (B382 P81) – 1940 Warranty Deed from Roy E. Menking to Luther L. Phillips for the S2, with no mineral reservation by Grantor.
- Document No. 300850 (B398 P88) – 1942 Warranty Deed from Luther L. Phillips a/k/a L. L. Phillips to Arnold and Mildred Dollarschell for the S2, with no mineral reservation by Grantor.
- Document No. 752032 (B988 P125) – 1995 Quitclaim Deed from Arnold and Mildred Dollarschell to Rick Bower for the S2, with no mineral reservation by Grantor.
- Document No. 801307 (B1119 P443) – 2002 Warranty Deed from Rick Bower to M & C Farms, Inc., for the S2, with no mineral reservation by Grantor.
- Document No. 892414 – 2005 Quitclaim Deed from M & C Farms, Inc., to Four X Ranch, Inc., for the S2, with no mineral reservation by Grantor.

2. East Half of Section 23:

Review of the documents provided for this portion of Parcel A indicates severances of mineral interests in the title chain, which will be summarized below. The documents which were provided and reviewed for this portion of Parcel A are as follows:

- Document No. 82616 (B122 P340) – 1918 Patent Deed to Ruby Utz for the E2.
- Document No. 352212 (B465 P430) – 1949 Warranty Deed from Ruby Utz to A.C. Berryhill for the E2, with no mineral reservation by Grantor.
- Document No. 386735 (B386 P735) – 1953 Warranty Deed from A.C. Berryhill to Arnold and Mildred Dollarschell for the E2 – **reserving unto Grantor an undivided 3/4 of all oil, gas, and other minerals.**
- Document No. 561515 (B719 P373) – 1970 Estate documents for the Estate of A.C. Berryhill, whereby he devised all of his property equally to his two sons, Harold Berryhill and Jack Berryhill (undivided 3/8 mineral interest in the E2 to each).
- Document No. 566561 (B723 P919) – 1971 Estate documents for the estate of Harold Berryhill, whereby he devised all of his property to his surviving spouse E. Louise Berryhill (undivided 3/8 mineral interest in the E2).
- Document No. 712203 (B908 P928) – 1988 Personal Representative's Deed from the Estate of E. Louise Berryhill to Sharon Lee Aggson and Harold Lee Berryhill in equal shares (undivided 3/16 mineral interest in the E2 to each).
- Document No. 762320 (B1011 P898) – 1997 Warranty Deed from the Dollarschells to Rick Bower for the E2, with no mineral reservation by Grantor.
- Document No. 763318 (B1014 P394) – 1997 Warranty Deed from Rick Bower to Pat Dimond for the E2, with no mineral reservation by Grantor.

- Document No. 798414 (B1109 P831) – 2002 Quit Claim Deed from Pat Dimond back to Rick Bower for the E2, with no mineral reservation by Grantor.
- Document No. 801307 (B1119 P443) – 2002 Warranty Deed from Rick Bower to M&C Farms, Inc., for the E2, with no mineral reservation by Grantor.
- Document No. 892414 – 2015 Quit Claim Deed from M&C Farms, Inc., to Four X Ranch, Inc., for the E2, with no mineral reservation by Grantor.

To summarize, it appears from the provided documents as reviewed above that **Four X Ranch, Inc., owns an undivided one-fourth (1/4) of the mineral interests in the E2 of Section 23, with the other 3/4 of the minerals owned by successors of A.C. Berryhill following his reservation of that 3/4 mineral interest in 1953 as reflected above.** If Seller can provide evidence of reacquisition of all or a portion of the mineral estate from the successors of A.C. Berryhill, then this conclusion will be revised accordingly.

PARCEL B

1. West Half, West Half of the East Half, Southeast Quarter of the Northeast Quarter, and East Half of the Southeast Quarter of Section 15:

Review of the documents provided for this portion of Parcel B indicates severances of mineral interests in the title chain, which will be summarized below. The documents which were provided and reviewed for this portion of Parcel B are as follows:

- Document No. 66050 (B107 P273) – 1916 Patent Deed to Rolland L. Scobey for the E2SW4.
- Document No. 67179 (B106 P378) – 1916 Patent Deed to Sarah Scobey for the S2NE4, E2SE4, NE4NW4, NW4NE4, and S2NW4.
- Document No. 68553 (B119 P250) – 1916 Warranty Deed from Rolland L. Scobey to John C. Christensen and Jens R. Christensen for S2NE4, E2SE4, NE4NW4, NW4NE4, S2NW4, and E2SW4, with no mineral reservation by Grantor. **** NOTE: title gap between Sarah Scobey and Rolland Scobey for all of the portions of Section 15 acquired by Sarah Scobey in the Patent above – the documents provided do not contain any indication how Rolland Scobey acquired those lands from Sarah Scobey prior to this deed.
- Document No. 76694 (B126 P517) – 1917 Warranty Deed from John C. Christensen to Jens R. Christensen for all of his undivided one-half interest in the S2NE4, E2SE4, NE4NW4, NW4NE4, S2NW4, and E2SW4, with no mineral reservation by Grantor.

- Document No. _____ (B___ P___) – 1920 Patent to Jens R. Christensen for the NW4NW4. (Note: This Patent was not provided, but I was able to locate it through the BLM General Land Office online records.)
- Document No. _____ (B___ P___) – 1920 Patent to Jens R. Christensen for the W2SE4. (Note: This Patent was not provided, but I was able to locate it through the BLM General Land Office online records.)
- Document No. 137324 (B176 P118) – 1920 Patent to Andrew D. King for the W2SW4.
- Document No. 257664 (B363 P88) – Warranty Deed from Andrew D. King to A.C. Berryhill and N.A. Gamble for W2SW4, with no mineral reservation by Grantor.
- Document No. 303224 (B899 P416) – Warranty Deed from A.C. Berryhill and N.A. Gamble to J.R. Christensen for W2SW4, reserving to Grantors an undivided one-half of all oil, gas and other mineral rights in the W2SW4 (presumably an undivided 1/4 as to each).
- Document No. 469249 (B631 P302) – 1960 Decree of Final Settlement of the Estate of Jens R. Christensen a/k/a J.R. Christensen, naming his surviving spouse, Ann Christine Christensen, the sole heir and devisee of his estate.
- Document No. 475222 (B639 P253) – 1960 Warranty Deed from Ann Christine Christensen to Delmore L. Christensen for the W2, W2E2, SE4NE4, and E2SE4, reserving unto Grantor an undivided one-half of all the royalties from the oil, gas, or other minerals that may be produced from the subject lands, but otherwise conveying her one-half interest in the minerals to Grantee.
- Document No. 475221 (B639 P252) – 1960 Royalty Deed from Ann Christine Christensen to Elaine Rynearson, Iris Wilmot, Velve Stephen, Carol Thompson, and Jens D. Christensen for all of her undivided one-half interest in the royalties from the oil, gas and other minerals that may be produced from the W2, W2E2, SE4NE4, and E2SE4.
- Document No. 561515 (B719 P373) – 1970 Estate documents from A.C. Berryhill devising all of his estate (including his undivided one-fourth of the minerals underlying the W2SW4) to his two sons, Harold Berryhill and Jack Berryhill, equally.
- Document No. 566561 (B723 P919) – 1971 Estate documents from Harold Berryhill, devising all of his property (presumably including his undivided one-eighth of the minerals underlying the W2SW4) to his surviving spouse E. Louise Berryhill.
- Document No. 605636 (B763 P346) – 1976 Corrected Deed of Distribution from the Estate of Nell Lusby to Donald Fawcett and Jack Fawcett for her undivided 1/12 interest in the minerals underlying the SW4 and W2SE4 (equal undivided 1/24 to each) *** NOTE – it is not clear from the documents reviewed how Nell Lusby obtained the interest in the SW4 and W2SE4 that is purportedly conveyed by this Deed; she is not shown as a grantee in any document provided.

- Document No. 650930 (B814 P713) – 1981 Warranty Deed from Delmore Christensen to Four X Ranch, Inc. for the W2, W2E2, SE4NE4 and E2SE4, with no mineral reservation by Grantor, but subject to prior reservations of record.
- Document No. 712203 (B908 P928) – 1988 Personal Representative's Deed from the Estate of E. Louise Berryhill to Sharon Aggson and Harold L. Berryhill for all of her undivided one-eighth of the minerals in the W2SW4 (undivided one-sixteenth to each).
- Document No. 726641 (B935 P821) – 1991 Mineral Deed from Jack Fawcett to the J & R Fawcett Trust for all of his undivided 1/24 interest in the minerals underlying the SW4 and W2SE4. **** NOTE – this interest follows from the questioned interest of Nell Lusby described above, so the accuracy of this is unclear.

To summarize, it appears from the provided documents as reviewed above that Four X Ranch, Inc., owns the following mineral interests in Section 15:

- Undivided one-half of the minerals underlying the W2SW4, due to the reservation by A.C. Berryhill and N.A. Gamble above, but Four X Land, Inc., owns none of the royalties from production from the W2SW4, as that one-half interest it owns is subject to the reservation of 1/2 of the royalties by Ann Christine Christensen in her 1960 deed to Delmore Christensen above, as such royalty interest was thereafter conveyed to her successors. If Seller can provide evidence of reacquisition of all or a portion of the mineral estate from the successors of A.C. Berryhill or the successors of Ann Christine Christensen, then this conclusion will be revised accordingly.
- All of the minerals underlying the NW4, E2SW4, W2E2, SE4NE4, and E2SE4, but only one-half of the royalties from production from those minerals due to the reservation of 1/2 of the royalties by Ann Christine Christensen in her 1960 deed to Delmore Christensen above. If Seller can provide evidence of reacquisition of all or a portion of the mineral estate from the successors of Ann Christine Christensen, then this conclusion will be revised accordingly. ****NOTE – this ownership is also subject to possible ownership of a portion of the minerals in the SW4 and W2SE4 by successors to Nell Lusby if it is shown that Nell Lusby did, in fact, acquire an ownership interest in the minerals underlying the SW4 and W2SE4.

2. East Half and Northwest Quarter of Section 22:

Review of the documents provided for this portion of Parcel B indicates severances of mineral interests in the title chain, which will be summarized below. The documents which were provided and reviewed for this portion of Parcel B are as follows:

- Document No. 66050 (B107 P273) – 1916 Patent Deed to Rolland L. Scobey for the W2E2 and the E2NW4.
- Document No. 66703 (B107 P287) – 1916 Patent Deed to Ira O. Gearhart for the E2E2.

- Document No. 68553 (B119 P250) – 1916 Warranty Deed from Rolland L. Scobey to John C. Christensen and Jens R. Christensen for the W2E2 and the E2NW4, with no mineral reservation by Grantor.
- Document No. 68554 (B119 P251) – 1916 Warranty Deed from Ira O. Gearhart and Linnie L. Gearhart to John C. Christensen and Jens R. Christensen for the E2E2, with no mineral reservation by Grantor.
- Document No. 76694 (B126 P517) – 1917 Warranty Deed from John C. Christensen to Jens R. Christensen for all of his undivided one-half interest in the E2 and the E2NW4, with no mineral reservation by Grantor.
- Document No. 137324 (B176 P118) – 1920 Patent Deed to Andrew D. King for the W2NW4.
- Document No. 257664 (B363 P88) – 1937 Warranty Deed from Andrew D. King to A.C. Berryhill and N.A. Gamble for the W2NW4, with no mineral reservation by Grantor.
- Document No. 303224 (B399 P416) – 1943 Warranty Deed from A.C. Berryhill and N.A. Gamble to J.R. Christensen for the W2NW4, reserving unto Grantors an undivided one-half of all oil, gas and mineral rights (presumably an undivided one-fourth as to each).
- Document No. 469249 (B631 P302) – 1960 Decree of Final Settlement of the Estate of Jens R. Christensen a/k/a J.R. Christensen, naming his surviving spouse, Ann Christine Christensen, the sole heir and devisee of his estate.
- Document No. 475222 (B639 P253) – 1960 Warranty Deed from Ann Christine Christensen to Delmore L. Christensen for the E2 and NW4, reserving unto Grantor an undivided one-half of all the royalties from the oil, gas, or other minerals that may be produced from the subject lands, but otherwise conveying her one-half interest in the minerals to Grantee.
- Document No. 475221 (B639 P252) – 1960 Royalty Deed from Ann Christine Christensen to Elaine Rynearson, Iris Wilmot, Velva Stephen, Carol Thompson, and Jens D. Christensen for all of her undivided one-half interest in the royalties from the oil, gas and other minerals that may be produced from the E2 and NW4.
- Document No. 561515 (B719 P373) – 1970 Estate documents from A.C. Berryhill devising all of his estate (including his undivided one-fourth of the minerals underlying the W2NW4) to his two sons, Harold Berryhill and Jack Berryhill, equally.
- Document No. 566561 (B723 P919) – 1971 Estate documents from Harold Berryhill, devising all of his property (presumably including his undivided one-eighth of the minerals underlying the W2NW4) to his surviving spouse E. Louise Berryhill.
- Document No. 605636 (B763 P346) – 1976 Corrected Deed of Distribution from the Estate of Nell Lusby to Donald Fawcett and Jack Fawcett for her undivided 1/12 interest in the minerals underlying the W2NE4 (equal undivided 1/24 to each) *** NOTE – it is not clear from the documents reviewed how Nell Lusby obtained the interest in the

W2NE4 that is purportedly conveyed by this Deed; she is not shown as a grantee in any document provided.

- Document No. 650930 (B814 P713) – 1981 Warranty Deed from Delmore Christensen to Four X Ranch, Inc. for the E2 and NW4, with no mineral reservation by Grantor, but subject to prior reservations of record.
- Document No. 712203 (B908 P928) – 1988 Personal Representative's Deed from the Estate of E. Louise Berryhill to Sharon Aggson and Harold L. Berryhill for all of her undivided one-eighth of the minerals in the W2NW4 (undivided one-sixteenth to each).
- Document No. 726641 (B935 P821) – 1991 Mineral Deed from Jack Fawcett to the J & R Fawcett Trust for all of his undivided 1/24 interest in the minerals underlying the W2NE4. **** NOTE – this interest follows from the questioned interest of Nell Lusby described above, so the accuracy of this is unclear.

To summarize, it appears from the provided documents as reviewed above that Four X Ranch, Inc., owns the following mineral interests in Section 22:

- **Undivided one-half of the minerals underlying the W2NW4 due to the reservation by A.C. Berryhill and N.A. Gamble above, but Four X Ranch, Inc., owns none of the royalties from production from the W2NW4**, as that one-half interest is subject to the reservation of 1/2 of the royalties by Ann Christine Christensen in her 1960 deed to Delmore Christensen above, as such royalty interest was thereafter conveyed to her successors. If Seller can provide evidence of reacquisition of all or a portion of the mineral estate from the successors of A.C. Berryhill or the successors of Ann Christine Christensen, then this conclusion will be revised accordingly.
- **All of the minerals underlying the E2 and the E2NW4, but only one-half of the royalties from production from those minerals** due to the reservation of 1/2 of the royalties by Ann Christine Christensen in her 1960 deed to Delmore Christensen above. If Seller can provide evidence of reacquisition of all or a portion of the mineral estate from the successors of Ann Christine Christensen, then this conclusion will be revised accordingly. ****NOTE – this ownership is also subject to possible ownership of a portion of the W2NE4 by successors to Nell Lusby if it is shown that Nell Lusby did, in fact, acquire an ownership interest in the minerals underlying the W2NE4.

3. West Half of Section 23:

Review of the documents provided for this portion of Parcel B indicates severances of mineral interests in the title chain, which will be summarized below. The documents which were provided and reviewed for this portion of Parcel B are as follows:

- Document No. 66703 (B107 P287) – 1916 Patent Deed to Ira O. Gearhart for the W2W2.

- Document No. 68554 (B119 P251) – 1916 Warranty Deed from Ira O. Gearhart to John C. Christensen and Jens R. Christensen for the W2W2, with no mineral reservation by Grantor.
- Document No. 76694 (B126 P57) – 1917 Warranty Deed from John C. Christensen to Jens R. Christensen for his undivided one-half interest in the W2W2, with no mineral reservation by Grantor.
- Document No. 113303 (B155 P411) – 1920 Patent Deed to Jens R. Christensen for the E2W2.
- Document No. 469249 (B631 P302) – 1960 Decree of Final Settlement of the Estate of Jens R. Christensen a/k/a J.R. Christensen, naming his surviving spouse, Ann Christine Christensen, the sole heir and devisee of his estate.
- Document No. 475222 (B639 P253) – 1960 Warranty Deed from Ann Christine Christensen to Delmore L. Christensen for the W2, reserving unto Grantor an undivided one-half of all the royalties from the oil, gas, or other minerals that may be produced from the subject lands, but otherwise conveying her one-half interest in the minerals to Grantee.
- Document No. 475221 (B639 P252) – 1960 Royalty Deed from Ann Christine Christensen to Elaine Rynearson, Iris Wilmot, Velva Stephen, Carol Thompson, and Jens D. Christensen for all of her undivided one-half interest in the royalties from the oil, gas and other minerals that may be produced from the W2.
- Document No. 650930 (B814 P713) – 1981 Warranty Deed from Delmore Christensen to Four X Ranch, Inc. for the W2, with no mineral reservation by Grantor, but subject to prior reservations of record.

To summarize, it appears from the provided documents as reviewed above that Four X Ranch, Inc., owns all of the minerals underlying the W2, but owns only one-half of the royalties from production from those minerals due to the reservation of 1/2 of the royalties by Ann Christine Christensen in her 1960 deed to Delmore Christensen above, as such interest has been conveyed to her successors. If Seller can provide evidence of reacquisition of all or a portion of the mineral estate from the successors of Ann Christine Christensen, then this conclusion will be revised accordingly.

Vested Rights Option Form and/or Waiver

Submit with application.

Special Use Permit Amendment
Type of Review

KS Land, LLC
Property Owner's Name

28801 CR 21, Fort Morgan
Address of Property

Kessie Smith
Applicant's Name

**OPTION
#1**

I, _____, intend to pursue the creation of a vested property right as provided for in Sec. 2-505 of the zoning regulations. In order to accomplish that, I am requesting that my application be referred to the Board of County Commissioners for a public hearing pursuant to the applicable sections of the Morgan County Zoning Regulations. I understand that if my request is approved by the Board, notice advising the general public of the Board's approval and the creation of a vested property right will be published in a newspaper of general circulation no later than fourteen days following final approval. By default, vested rights will be granted for a period of three years.

I understand and acknowledge that certain delays in my project's approval time may result in order to meet the hearing and notice requirements of state law for the creation of a vested property right.

Optional: I, _____, am requesting an additional _____ years and include a narrative explaining the reasoning for the additional vested years request.

Property Owner

By: _____

Date: _____

-If option #1 is requested, there will be a non-refundable fee-

.....

**OPTION
#2**

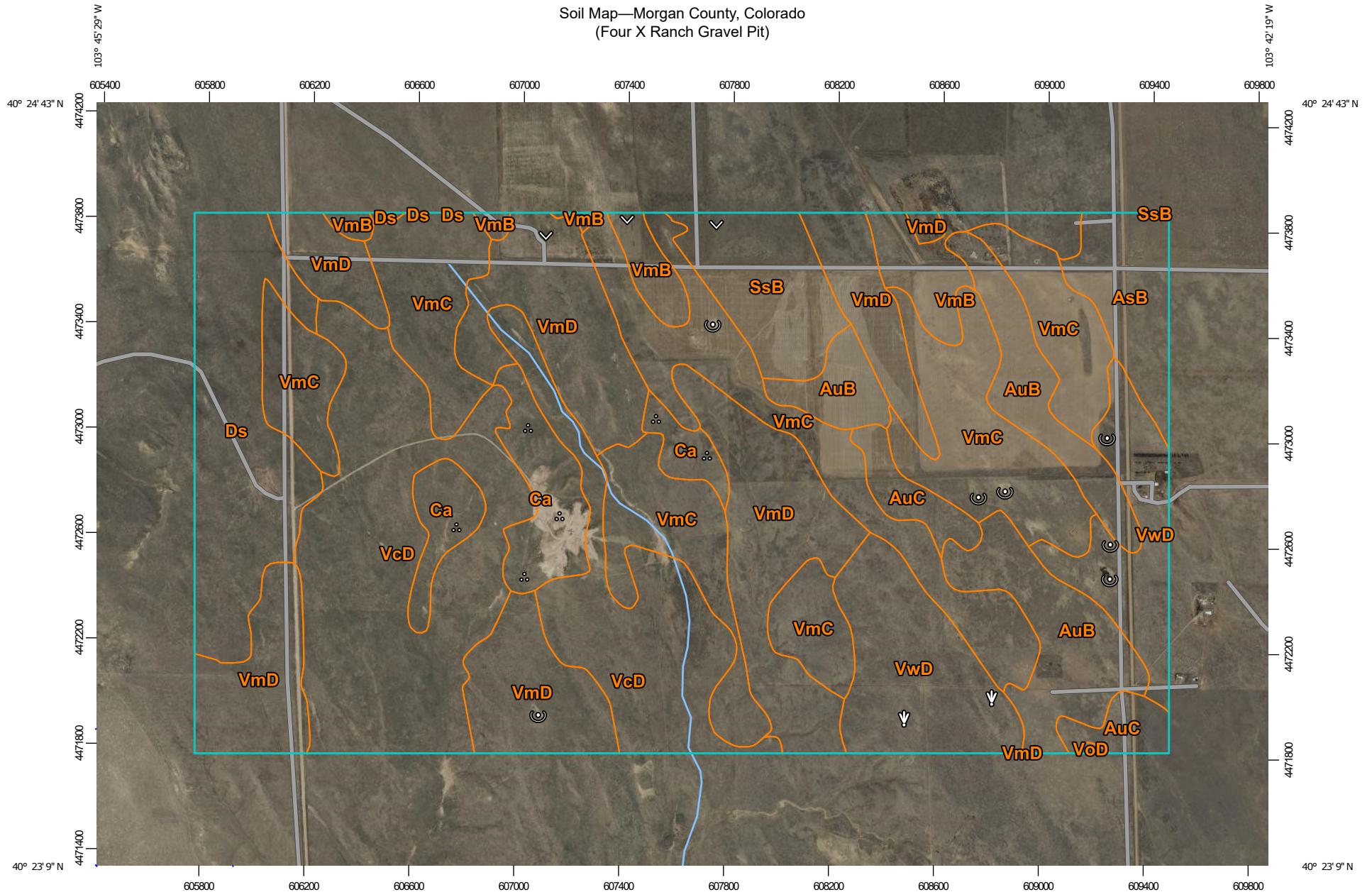
I, Kessie Smith, understand that I may pursue the creation of a vested property right as provided for in the Morgan County Zoning Regulations and C.R.S. § 24-68-103, and I choose to voluntarily waive this right. I have been advised by the County to consult an attorney prior to signing this waiver. Further, I understand that this waiver does not abridge any common law vested rights which I may acquire nor does it diminish any right which may exist under the County's Zoning or Subdivision Regulations, except for limitations on vested rights as detailed in the Morgan County Zoning Regulations.

Property Owner

By: Monica

Date: 9/22/25

Soil Map—Morgan County, Colorado (Four X Ranch Gravel Pit)



Map Scale: 1:20,400 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

7/7/2025
Page 1 of 3

Soil Map—Morgan County, Colorado
(Four X Ranch Gravel Pit)

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.

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 25, Aug 29, 2024

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
AsB	Ascalon loamy sand, 0 to 3 percent slopes	51.3	2.7%
AuB	Ascalon sandy loam, 0 to 3 percent slopes	144.2	7.6%
AuC	Ascalon sandy loam, 3 to 5 percent slopes	37.4	2.0%
Ca	Cascajo soils and gravelly land	81.7	4.3%
Ds	Dwyer sand, hilly	137.9	7.3%
SsB	Stoneham loam, shallow, 1 to 3 percent slopes	66.0	3.5%
VcD	Valent sand, 3 to 9 percent slopes	351.4	18.6%
VmB	Vona loamy sand, 1 to 3 percent slopes	62.4	3.3%
VmC	Vona loamy sand, 3 to 5 percent slopes	429.5	22.7%
VmD	Vona-Dwyer loamy sands, 5 to 9 percent slopes	370.1	19.6%
VoD	Vona fine sandy loam, 5 to 9 percent slopes	0.9	0.0%
VwD	Valent-Vona loamy sands, 3 to 9 percent slopes	158.0	8.4%
Totals for Area of Interest		1,891.0	100.0%

Morgan County Treasurer

Statement of Taxes Due

Account Number R008199

Assessed To

Parcel 097715000002

KS LAND LLC
11822 KRISTI LN
OVERBROOK, OK 73453

Legal Description

S: 15 T: 5 R: 57 W1/2, W1/2E1/2, SE1/4NE1/4 & E1/2SE1/4

Situs Address

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$391.12	\$0.00	\$0.00	(\$391.12)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 06/13/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 347 - 347 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$112.53	GRAZING LAND	\$21,780	\$5,750
ROAD AND BRIDGE FUND	7.5000000	\$43.20	FARM/RANCH	\$30	\$10
SOCIAL SERVICES FUND	2.0000000	\$11.52	WASTE LAND		
NEW RAYMER-STONEHAM RFD	2.5880000	\$14.91	Total	\$21,810	\$5,760
RE 3 F M GENERAL FD	27.0790000	\$155.98			
RE 3 F M M/L OVRD	1.5370000	\$8.85			
RE 3 F M BOND RED	7.6620000	\$44.13			
Taxes Billed 2024	67.9020000	\$391.12			

*****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

October 22, 2025

Dear Neighboring Landowners:

KS Land, LLC as applicant and landowner, have submitted an application to our office to amend the existing Special Use Permit to expand the Four X Ranch Gravel Pit.

Legal Description: Part of Section 15, Township 5 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

This application is scheduled to be heard by the Planning Commission on **Monday, November 10, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, November 18, 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 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 **November 5, 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

KS LAND LLC

11822 KRISTI LN
OVERBROOK, OK 73453

MCCONNELL, WILLIAM D & PHYLLIS R

29676 CO RD 21
FORT MORGAN, CO 80701

MORRISON, STEPHEN K & MARSHA L TRUST

26472 CO RD EE
SNYDER, CO 80750

MORRISON, MATTHEW T

24431 CO RD 21
FORT MORGAN, CO 80701

PRIEMEL, GILFORD & SUSAN

26010 CO RD 21
FORT MORGAN, CO 80701

MORENO RACING INC

5472 LINCOLN ST
DENVER, CO 80216

STATE OF COLORADO
BOARD OF LAND COMMISSIONERS
1313 SHERMAN ST - RM 620
DENVER, CO 80203



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

CDPHE
Century Link
Colorado Department of Natural Resources
Colorado Division of Reclamation & Mining
Colorado Parks and Wildlife
Colorado State Land Board
Fort Morgan Fire Department
Morgan County Assessor
Morgan County Communications Center

Morgan County Emergency Management
Morgan Conservation District
Morgan County Quality Water
Morgan County Road and Bridge
Morgan County Rural Electric Association
Morgan County Sheriff Department
Morgan County Weed & Pest Advisory Board
Northeast Colorado Health Department
Xcel Energy

FROM: Jennafer Santos, Planning & Zoning Technician
231 Ensign St, PO Box 596, Fort Morgan, CO 80701
970-542-3526 / 970-542-3509 fax / jsantos@co.morgan.co.us
DATE: October 22, 2025
RE: Land Use Application—Amended Special Use Permit

The following Amended Special Use application is submitted to you for review and comments. The application is scheduled to be heard by the Planning Commission on **Monday, November 10, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, November 18, 2025 at 9:00 A.M.** **You are encouraged to provide comments to this application by November 5, 2025.** Failure to comment will be viewed as a favorable review.

Applicant and Landowner: KS Land, LLC

Legal Description: Part of Section 15, Township 5 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

Request: To amend the existing Special Use Permit to expand the Four X Ranch Gravel Pit.

Sincerely,
Jennafer Santos
Planning & Zoning Technician

REFERRAL AGENCIES	RESPONSES RECEIVED
CDPHE	<p><u>Response received via email 10/23/2025</u></p> <p>Jenafer,</p> <p>With the Four X entity owning land, a livestock feeding operation is on in Morgan County this one looks to have nothing to do with the other one. If you need anything additional from me please let me know. Thanks!</p> <p>Thaine Kramer Environmental Protection Specialist</p>
Century Link	
Colorado Department of Natural Resources	<p>See attached letter 11/03/2025</p> <p>See attached response from applicant 11/05/2025</p>
Colorado Division of Reclamation & Mining	
Colorado Parks & Wildlife	
Colorado State Land Board	
Fort Morgan Fire Department	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Mgmt.	
Morgan Conservation District	
Morgan County Quality Water	
Morgan County Road and Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff Department	
Morgan County Weed & Pest Advisory Board	
Northeast Colorado Health Department	
Xcel Energy	See attached letter 10/28/2025



Jenafer Santos <jsantos@co.morgan.co.us>

KS Land Referral Response - ECMC

1 message

Kasie Smith [REDACTED]

Wed, Nov 5, 2025 at 12:49 PM

To: [REDACTED]
Cc: Cheryl Brindisi <cbrindisi@co.morgan.co.us>, Nicole Hay <nhay@co.morgan.co.us>, Jenafer Santos <jsantos@co.morgan.co.us>

Good Afternoon Ms. Treitz,

I have received your referral response to our amended special use permit application, and was able to locate the well that was plugged and abandoned using the coordinates you provided. It is located in an area that is outside of the new DRMS permit boundaries, and that will unlikely be disturbed by our grazing operations. However it was not a feature that we were made aware of when we purchased the property, and are glad to now have that knowledge.

Thank you for your time and the information that you provided. Please let me know if I should provide any further information to your office regarding this matter.

Thank you,

Kasie Smith

4X Gravel

[REDACTED]
28850 County Road 21 Fort Morgan, CO 80701
Office| [11822 Kristi Ln](tel:11822), Overbrook, OK 73453
4XGravel.com
Russell Smith [REDACTED]

2 attachments

 **Colorado Energy and Carbon Mgmt Commission Response.pdf**
56K

 **Gravel Referral Ltr ECMC.pdf**
910K

KS Land, LLC

November 5, 2025

Rebecca Treitz
Colorado Energy and Carbon Management Commission
1120 Lincoln Street, Suite 801
Denver, CO 80203

Dear Ms. Treitz,

Thank you for your response to the Amended Special Use Permit application that was sent to your office for referral. We have received your response and located the location of the plugged and abandoned oil and gas well via the coordinates you have provided. While the location of the PA well is outside the new boundaries of the DRMS Permit, it is a feature of the property that we were unaware of and appreciate the information for any future improvements and disclosures that we may make.

Respectfully



Kasie Smith



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

CDPHE
Century Link
Colorado Department of Natural Resources
Colorado Division of Reclamation & Mining
Colorado Parks and Wildlife
Colorado State Land Board
Fort Morgan Fire Department
Morgan County Assessor
Morgan County Communications Center

Morgan County Emergency Management
Morgan Conservation District
Morgan County Quality Water
Morgan County Road and Bridge
Morgan County Rural Electric Association
Morgan County Sheriff Department
Morgan County Weed & Pest Advisory Board
Northeast Colorado Health Department
Xcel Energy

FROM: Jennafer Santos, Planning & Zoning Technician
231 Ensign St, PO Box 596, Fort Morgan, CO 80701
970-542-3526 / 970-542-3509 fax / jsantos@co.morgan.co.us
DATE: October 22, 2025
RE: Land Use Application—Amended Special Use Permit

The following Amended Special Use application is submitted to you for review and comments. The application is scheduled to be heard by the Planning Commission on **Monday, November 10, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, November 18, 2025 at 9:00 A.M.** **You are encouraged to provide comments to this application by November 5, 2025.** Failure to comment will be viewed as a favorable review.

Applicant and Landowner: KS Land, LLC

Legal Description: Part of Section 15, Township 5 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

Request: To amend the existing Special Use Permit to expand the Four X Ranch Gravel Pit.

Sincerely,
Jennafer Santos
Planning & Zoning Technician



COLORADO

**Energy & Carbon Management
Commission**

Department of Natural Resources

1120 Lincoln Street, Suite 801
Denver, CO 80203

REFERRAL

To: Jennafer Santos, Planning & Zoning Technician, Morgan County
From: Rebecca Treitz, Location Assessment Supervisor, ECMC
Subject: ECMC Referral, KS Land, Four X Ranch Gravel Pit.
Date: October 31, 2025

Attention Jennafer Santos,

Thank you for the opportunity to comment on the KS Land, Four X Ranch Gravel Pit Amended Special Use application with Morgan County. The Colorado Energy and Carbon Management Commission (ECMC) has the following comments/suggestions/concerns related to the application.

The ECMC does not have jurisdiction over mining or gravel quarries. There is a plugged and abandoned (PA) oil and gas well in the NESE quadrant of Section 15, Township 5N, Range 57W, at Latitude 40.397549 and Longitude -103.732899 (API 05-087-06471). The well was drilled in 1954, was considered a dry hole, and was PA in 1954. A field inspection in 1998 indicated the well was buried and the location reclaimed. ECMC recommends any ground disturbance in the area of the PA'd well be done with caution.

The above comments are not intended to be a complete list of all issues that may be associated with a PA'd well. Any additional concerns regarding the PA well, the ECMC Surface Development Policy is attached and should be reviewed. Further questions should be directed to the ECMC Orphan Well Program.

Sincerely,

Rebecca Treitz

POLICY

Surface Development

Document Change Log

Date	Description of Changes
3/14/2023	Updated to new format
6/14/2023	Clarified hearing application information and Director's role

Rule/Statute Citation

Pursuant to C.R.S. 34-60-103(6.5):

“Oil and gas operations” means exploration for oil and gas, including the conduct of seismic operations and the drilling of test bores; the siting, drilling, deepening, recompletion, reworking, or abandonment of an oil and gas well, underground injection well, or gas storage well; production operations related to any such well including the installation of flow lines and gathering systems; the generation, transportation, storage, treatment, or disposal of exploration and production wastes; and any construction, site preparation, or reclamation activities associated with such operations.

Colorado Energy and Carbon Management Commission (ECMC) rules provide the following definitions:

EXPLORATION AND PRODUCTION WASTE (E&P WASTE) shall mean those wastes associated with operations to locate or remove oil or gas from the ground or to remove impurities from such substances and which are uniquely associated with and intrinsic to oil and gas exploration, development, or production operations that are exempt from regulation under Subtitle C of the Resource Conservation and Recovery Act (RCRA), 42 USC Sections 6921, et seq. For natural gas, primary field operations include those production-related activities at or near the wellhead and at the gas plant (regardless of whether or not the gas plant is at or near the wellhead), but prior to transport of the natural gas from the gas plant to market. In addition, uniquely associated wastes derived from the production stream along the gas plant feeder pipelines are considered E&P wastes, even if a change of custody in the natural gas has occurred between the wellhead and the gas plant. In addition, wastes uniquely associated with the operations to recover natural gas from underground storage fields are considered to be E&P waste.

OIL AND GAS LOCATION shall mean a definable area where an operator has disturbed or intends to disturb the land surface in order to locate an oil and gas facility.

OPERATOR means any person who exercises the right to control the conduct of Oil and Gas Operations.

ORPHANED SITE means an Oil and Gas Location or Oil and Gas Facility for which no Operator with unclaimed Financial Assurance or an active Form 1, Registration for Oil and Gas Operations exists, and for which the Commission has not identified a Responsible Party. An Orphaned Site may or may not have Orphaned Well(s) associated with the Oil and Gas Location or Oil and Gas Facility.

ORPHANED WELL means a Well for which no Owner or Operator can be found, or where such Owner or Operator is unwilling or unable to Plug and Abandon such Well.

PLUGGING AND ABANDONMENT means the permanent plugging of a Well, the removal of its associated Production Facilities, and the abandonment of its Flowline(s).

RESPONSIBLE PARTY shall mean an owner or operator who conducts an oil and gas operation in a manner which is in contravention of any then-applicable provision of the Act, or of any rule, regulation, or order of the Commission, or of any permit, that threatens to cause, or actually causes, a significant adverse environmental impact to any air, water, soil, or biological resource. **RESPONSIBLE PARTY** includes any person who disposes of any other waste by mixing it with exploration and production waste so as to threaten to cause, or actually cause, a significant adverse environmental impact to any air, water, soil, or biological resource.

SURFACE OWNER shall mean any person owning all or part of the surface of land upon which oil and gas operations are conducted, as shown by the tax records of the county in which the tract of land is situated, or any person with such rights under a recorded contract to purchase.

Background

Surface development has the potential to encounter previously plugged and abandoned oil and gas wells, historical wells that are not in COGIS¹, associated production facilities such as buried flowlines, or residual exploration and production (E&P) waste. Pursuant to the above referenced statute and rules, only persons registered as an Operator with the ECMC may work on an oil and gas well, a well's associated facilities, residual E&P waste, or "**any construction, site preparation, or reclamation activities associated with such operations**".

Purpose of Policy

This policy specifies how ECMC staff will administer the statute and rules when surface development encounters oil and gas operations.

Oil and Gas Locations

Oil and gas locations that are known by ECMC may be found by going to www.colorado.gov/cogcc and selecting "Maps". The ECMC database may not have records of historical wells, flowlines, or areas impacted by E&P waste. ECMC makes no warranty with respect to the completeness or accuracy of the data and assumes no liability for damages resulting from its use. ECMC encourages surface developers and local planning agents to review our available online information during due diligence and planning phases of projects

¹ COGIS is the Colorado Oil and Gas Information System owned and maintained by ECMC.

to anticipate development concerns prior to beginning operations with heavy equipment. Good planning and early coordination with ECMC staff and oil and gas operators may help surface developers avoid construction delays associated with operator registration, approvals, and reporting.

Once all wells at an oil and gas location have been plugged and abandoned, production facilities have been removed, flowlines have been removed or properly abandoned, all known soil and groundwater contamination has been removed or remediated, the surface has been reclaimed, and all financial assurance associated with the location has been released, oil and gas operations will have ceased and ECMC will consider the location closed.

Closed locations are no longer subject to ECMC administration unless remnants of an oil and gas operation, which includes any oil and gas related equipment or residual E&P waste, are discovered subsequent to the site being closed. Once discovered, all contact with the oil and gas related equipment or waste must be done by an Operator registered with and subject to ECMC administration. This also applies to the discovery of oil and gas equipment or associated E&P waste at a location that was not previously documented in COGIS as an oil and gas location.

Responsibility

Closed or Historical Locations

The surface owner and local planning authority are responsible for the safe development of all closed or historically undocumented oil and gas locations as long as there is no contact with plugged and abandoned wells, abandoned flowlines, or residual E&P waste. In the event the surface owner wants or has been directed by the local planning agent to modify the equipment or waste that has been newly discovered or previously abandoned in place, the surface owner must either register as an Operator with ECMC or retain the services of a registered Operator. All activity that contacts oil and gas equipment or waste must be done in accordance with ECMC rules and administration. The surface owner is responsible for all costs associated with the modification of a closed or historical location.

The surface owner may submit a hearing application to request the Commission assign responsibility for the location to the Orphaned Well Program (OWP). Unless there are extenuating circumstances, the ECMC Director will generally not oppose such applications. An application template is attached.

Orphaned Sites

The Commission may assign, by Order, responsibility for an oil and gas location to the OWP. Work to close an orphaned site is prioritized such that work progresses in accordance with a spectrum that is based on the relative risk the site poses to public health, safety, welfare, the environment and wildlife resources.

If a surface owner wants to modify a closed, orphaned site, the surface owner will be responsible for the work in the same way discussed above for closed or historical locations with the following exceptions:

- the surface owner has in no way disturbed a plugged and abandoned well location and finds that the well is leaking; or,
- discovers the presence of E&P waste without contacting previously abandoned equipment.

In either of the above exceptions, the OWP will be responsible to replug and abandon the well or remove/remediate the waste.

Overview of Required Actions

The following overview of activities provides a general sense of the actions required to address replugging a well or removing/remediating E&P waste.

Replugging a Plugged and Abandoned Well

When a previously plugged and abandoned well requires re-plugging, the surface owner must:

1. Retain the services of an operator registered with the ECMC or register themselves (Form 1) and designate an agent (Form 1A) who is responsible for compliance related communications. Registration requires demonstration of general liability insurance coverage in the amount of \$5,000,000 per occurrence.
2. Submit an application for permit to re-enter the well (Form 6).
3. Submit a Financial Assurance Plan (Form 3) and provide the required assurance (Form 3A).
4. Provide notice to affected surface owners.
5. Obtain ECMC approval of a planned plugging operation (Form 6 Intent).
6. Provide notice to ECMC prior to the start of operations (Form 42).
7. If it is discovered upon re-entry of the well that there is no surface cement plug:
 - a. determine the plugged back depth of the well and communicate with the ECMC engineer assigned to the project
 - b. conduct any remedial cementing operations required by the Director
 - c. cease operations until authorized to proceed by the Director
8. Once re-plugging is complete, document the plugging operation (Form 6 Subsequent). If the project requires the submission of financial assurance, a Form 4 must be submitted documenting that reclamation is complete in order to release the assurance.

Oil Contaminated Soil Abatement

If less than 10 cubic yards of oil contaminated soil are encountered during excavation operations, a surface developer or its designee may excavate and properly dispose of the waste in accordance with Colorado Department of Health and Environment Solid Waste Regulations without reporting to ECMC.

Otherwise, if greater than 10 cubic yards of oil contaminated soil are encountered, then, pursuant to Rule 912.b.1(E)::

1. Report the release on a Form 19 Initial Spill/Release Report;
2. Remove, characterize, and properly dispose of the waste;
3. If necessary (as required by rule), the work should proceed under an approved Form 27 Site Investigation and Remediation Workplan;
4. Document and submit confirmation of cleanup activities.

BEFORE THE OIL AND GAS CONSERVATION COMMISSION
OF THE STATE OF COLORADO

IN THE MATTER OF AN APPLICATION FOR)	CAUSE NO. 1
TRANSFER OF WELLS TO THE)	
ORPHANED WELL PROGRAM, [XXX])	DOCKET NO. 23[XXX- this number is
COUNTY, COLORADO)	assigned by hearings staff]
)	
)	TYPE: ORPHANED WELL PROGRAM

APPLICATION

COMES NOW [] ("Applicant") [if you have an attorney please state that here, if you are not represented by an attorney you can delete the following reference to attorneys] (**by and through its attorneys, _____**) respectfully submits this Application to the Colorado Oil and Gas Conservation Commission (the "Commission" or the "COGCC") to transfer [specify the number of wells] to the Orphaned Well Program ("OWP"). In support of its Application, Applicant states as follows:

1. The Applicant is a [Please describe who the applicant is. For example, a landowner, a developer, a local government, an operator.]
2. Applicant seeks Commission approval to transfer [xx number of] well(s) located within [] County to the OWP. [Please describe here the circumstances surrounding the wells.
 - a. Where are the wells located?
 - b. Are there residences, buildings etc. within close proximity to the wells?
 - c. If you know the API numbers for the wells please include them here.
 - d. Who was the last known operator?
 - e. If you are not a local government or government agency, have you spoken with the local government that the wells are located in about the wells?
 - f. How did the wells come under the Applicant's control?
 - g. Have you spoken with anyone at the OWP or COGCC staff about the wells and your request that the wells be transferred to the OWP?
 - h. Are you aware of any leaks or other integrity issues with the wells?
3. [Any additional information that you think would be helpful for the Director and Commission to consider when evaluating your request.]
4. Applicant certifies that copies of this Application and the Notice of Hearing will be served on each interested party as may be required by the Secretary of the Commission to receive notice. Rule 504.a, and Rule 504.b.(8). The Interested Parties list is attached hereto and submitted with this Application as Exhibit A. [If the Applicant is not aware of any interested parties please delete the prior sentence.]
5. The granting of this Application is in accord with the Oil and Gas Conservation Act, found at C.R.S. §§ 34-60-101 et seq., and the Commission Rules.

6. Applicant requests that relief granted under this Application should be effective on oral order by the Commission, and Applicant hereby agrees to be bound by said oral order.

WHEREFORE, [Applicant] respectfully requests that this matter be set for hearing in accordance with applicable Commission Rules, that notice be given as required by law, and that upon such hearing this Commission enter its order to:

- A. Approve the [Applicant's] request to transfer to transfer [specify the number of wells] to the Orphaned Well Program.
- B. For such other findings and orders as the Commission may deem proper or advisable in this matter.

APPLICANT NAME

By _____
[type name]

Applicant's Contact Information:

Name
Address
Phone number
email address



Right of Way & Permits

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

October 28, 2025

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

Attn: Cheryl Brindisi, Nicole Hay, Jenafer Santos

Re: KS Land

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for **KS Land** and currently has **no apparent conflict**.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

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 COUNTY COMMISSIONERS
NOVEMBER 18, 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 County Commissioners will conduct a public hearing on the following proposed **Land Use Applications**:

- 1.) **Applicant & Landowner:** Troy Korf
Legal Description: Located in the NW¼ of Section 7, Township 3 North, Range 57 West of the 6th P.M. Morgan County, Colorado.
Request: Replat of Lots 1, 2, 3, & 4, Block 9 of the Brush Addition to Fort Morgan.

- 2.) **Applicant and Landowner:** KS Land, LLC
Legal Description: Part of Section 15, Township 5 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Request: Amended Use by Special Review to expand the Four X Ranch Gravel Pit.

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/85653045701>

Join via audio:

+1 719 359 4580 US

Webinar ID: 856 5304 5701

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 Commissioner's 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 the website: November 4, 2025

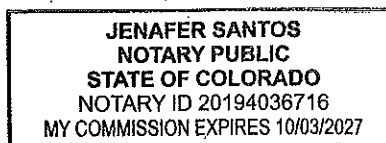
For special assistance for the mentioned hearing, please notify us at least 48 hours before the scheduled agenda item. Please call (970) 542-3526 to request any ADA accommodations.

The above sign was posted on (date) 11/7/2025, pursuant to the
Morgan County Zoning Resolution by (name of applicant) Russell Smith.

Project name and number: ASU 2025-0004

Signature of Applicant/Representative: Russell Smith

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)



Signed before me this date: 11/10/25

My Commission expires: 10/03/2027

NOTARIZED BY:

Jenifer Santos



COMMISSIONERS CALENDAR

January 30, 2026 through February 10, 2026

January 30, 2026		Daily County Business
February 2, 2026	12:00 P.M.	Finance Work Session
February 3, 2026	9:00 A.M. *Public Hearing Immediately following BCC Meeting	Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) Amended Special Use-KS Land, LLC
February 4, 2026		Daily County Business
February 5, 2026		Daily County Business
February 6, 2026		Daily County Business
February 9, 2026	12:00 P.M.	Finance Work Session
February 10, 2026	9:00 A.M.-1:00 P.M. 11:30 A.M. 1:00 P.M. 2:00 P.M. 3:00 P.M.	County Attorney Hours Building Maintenance Work Session MCEDC Work Session Comm Center/Ambulance Work Session Road and Bridge Work Session

Unless otherwise noted, all meetings with department heads and other non-BCC 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.***

***** All meetings are held in the Administration Building Assembly Room located at 231 Ensign Street, Fort Morgan unless otherwise noted.***

****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.***

PREPARED BY: Shannon Petterson, Executive Administrative Assistant for BCC
Calendar Posted by January 30, 2026 @ 4:00 P.M.