

AGENDA
MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
Assembly Room, Administration Building
231 Ensign Street, Fort Morgan, CO 80701
Tuesday March 4, 2025

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/81804218304> 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 March 3, 2025.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/81804218304> listen via phone, please dial: 1-312-626-6799, Meeting ID: 818 0421 8304

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/81804218304> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 818 0421 8304
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 February 25, 2025.
2. Ratify Chairman Jon Becker's signature on **Stormwater Inspection Form**, dated February 24, 2025.

*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.

3. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 025 CCF Masonry, LLC**, Term of Contract February 17, 2025 through July 31, 2025.
4. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 026 Catholic Health Initiatives Colorado dba Flight for Life Colorado**, Term of Contract March 4, 2025 until termination.
5. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 027 Keefe Construction Services, Inc.**, Term of Contract August 15, 2025 through March 31, 2026.
6. Ratify the Board of County Commissioners approval of **Contract Renewal 2024 CNT 019 R1 Dependable Diesel**, Term of Contract January 1, 2025 through December 31, 2025.
7. Ratify Board Chairman Jon Becker's signature on **Colorado Retail Liquor License Renewal Application** for Longmeadow Game Resort and Event Center, LLC dba Longmeadow Game Resort, signed January 28, 2025.

D. UNFINISHED BUSINESS

No unfinished business.

E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

1. Presentation regarding proposed stop signs at the intersections of County Roads 18.5 and County Road O, County Road 3 and County Road P, County Road 20 and County Road P, and at the intersection of Warren Street and Cottage Avenue in Weldona as well as proposed speed limit signs on Warren Street. – (Bruce Bass, Public Works Director)

F. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS

1. Weekly Road and Bridge Report for February 15, 2025 through February 21, 2025.
2. Commissioners Calendar for week of February 28, 2025 through March 11, 2025.

G. PLANNING AND ZONING

1) General Business

- a) **Siebrands Amended Plat**-an amendment of lot 38 and Tract A, Blue Sky Preserve Planned Development.
- b) **Lehnerz Amended Plat**-an amendment of lots 23, 24, and 25, Jackson Lake Recreational Vehicle Park Subdivision.
- c) Discussion with Planning Administrator regarding 1041 preliminary application and process for Tri-State Big Sandy to Badger Creek Project.
- d) Consideration of Approval – **2025 BCC 06** a resolution imposing a temporary moratorium on the processing of applications for major subdivisions and planned developments in all unincorporated portions of Morgan County pending consideration of amendments to county zoning and subdivision regulations.

2) Public Hearing

- a) **Applicant:** NYH Solutions
Landowner: The Hill Event Center, LLC
Legal Description: A parcel located in the SW¼ of Section 31 Township 4 North, Range 55 West of the 6th P.M., Morgan County, Colorado. Also known as 29870 US Highway 6, Brush, CO 80723.
Request: Rezone a parcel from Agricultural/Agri Business (A/B) to Commercial (C).

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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.

PREPARED BY: Mindi Cloyd, Administrative Services Manager for BCC
AGENDA POSTED by February 28, 2025 @ 4:00 P.M.



MORGAN COUNTY SHERIFF'S OFFICE

*"Integrity and Professionalism-
Our Foundation For Service"*

www.morgansheriff.net

Dave Martin, Sheriff
801 E. Beaver Avenue
Fort Morgan, CO 80701
970-542-3448
dmartin@co.morgan.co.us

Date: February 26, 2025
To: Morgan County Board of Commissioners
Bruce Bass
John Goodman
From: Sheriff Dave Martin
Re: Stop sign suggestions

Good Morning All,

On Thursday, February 20, 2025, I received an email from Public Works Director Bruce Bass seeking my recommendation on stop sign placement at the below listed locations. My recommendation is based solely on opinion and experience. I have not done a traffic count for any of these areas.

Morgan County Road 20 at the intersection of Morgan County Road P. This is a Tee intersection for traffic on Cr. 20 heading south. The intersection comes to a Tee at road P. As you travel south on Cr. 20, approximately 40 – 50 yards north of this intersection is a large grove of mature trees on the right side of the road. This grove of trees prevents line of sight to the intersection up until the last 20 yards north of the intersection. I don't know how heavy the traffic is in this area, but out of safety, I would recommend a stop sign be installed for southbound traffic in this intersection.

Morgan County Road 18.5 and Morgan County Road O. This is a four way intersection. Traffic for south bound is controlled by a stop sign but there is no control for the northbound traffic. East and West bound traffic is also controlled by a stop sign. Essentially making this intersection controlled in three ways but not all four. North bound traffic has vision obstruction on both the east and west sides of the road as you near this intersection. I have been to several accidents over my career at this intersection. I would recommend a stop sign for northbound traffic making this intersection a 4 way stop.

Morgan County Road P and Morgan County Road 3 This is a Tee intersection. Currently there is a Yield sign at the intersection for west bound traffic on Cr. P. As I stated earlier, I have not done a traffic count and have no data to support my recommendation. That being said, the population and housing development have changed drastically of the last few years in this area. At certain times of the day, I know from experience that traffic on Morgan County Road 3 is heavy with truck traffic for the feedlot south of this location as well as the electric highline power project that is taking place. Out of safety, I would recommend the Yield Sign be replaced with a Stop Sign.

The final intersection is within the town of Weldona at the intersection of **Warren Street and Cottage Avenue**. Cottage Avenue runs East and West from Hwy 144 to Main Street. Warren is one street to the West of Main Street. With the new school construction and the new school parking plan; school traffic enters the school property on Main Street but exits onto Warren Street heading south. This plan is going to drastically change traffic flow in this area. Warren Street is a residential street that is extremely narrow with residential parking on both sides of the road. I would recommend that speed limit for the area be posted at 15 mph and that stop signs be placed for north and south bound traffic on Warren Street at Cottage Avenue.

If you have questions or would like to discuss these recommendations, feel free to give me a call.

Respectfully,



Dave Martin, Sheriff

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

RESOLUTION 2025BCC (Proposed)

A RESOLUTION APPROVING 15MPH SPEED LIMIT SIGNS INSTALLED ON WARREN AVENUE, MORGAN COUNTY, COLORADO.

WHEREAS, the Board of County Commissioners of Morgan County, Colorado, are vitally interested in Highway safety, for the benefit of the traveling public, and

WHEREAS, the Board determines that it is for the best interests of the general public and the recommendation of the Colorado State Patrol, the follow Resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that due to traffic and safety, 15MPH speed limit signs be placed at the following locations:

1. WARREN AVENUE NORTH OF COTTON AVENUE, ON THE EAST SIDE OF THE ROAD ADVISING NORTHBOUND TRAFFIC OF SPEED LIMIT.
2. WARREN AVENUE NORTH OF COTTON AVENUE, ON THE WEST SIDE OF THE ROAD BY THE NEW PARKING LOT EXIT ADVISING SOUTHBOUND TRAFFIC OF SPEED LIMIT

BE IT FURTHER RESOLVED that the proper law enforcement agencies be and hereby authorized and empowered to enforce compliance with this Resolution.

Dated this day of February 2025.

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

Jon J. Becker, Chairman

Tim A. Malone, Commissioner

Kelvin S. Bernhard, Commissioner

ATTEST:

(SEAL)

Clerk to the Board

Morgan County

Intersection of Warren Avenue and Cottage Avenue
Proposed Stop Signs and Proposed 15 MPH Speed Limit on Warren Avenue



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

RESOLUTION 2025BCC (Proposed)

**A RESOLUTION APPROVING STOP SIGNS INSTALLED AT THE INTERSECTION OF
COUNTY ROAD 3 AND COUNTY ROAD P, MORGAN COUNTY, COLORADO.**

WHEREAS, the Board of County Commissioners of Morgan County, Colorado, are vitally interested in Highway safety, for the benefit of the traveling public, and

WHEREAS, the Board determines that it is for the best interests of the general public and the recommendation of the Colorado State Patrol, the follow Resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that due to traffic and safety, yield sign be replaced with stop sign at the following location:

1. COUNTY ROAD P EAST OF COUNTY ROAD 3, IN THE NORTHEAST CORNER OF THE INTERSECTION STOPPING WESTBOUND TRAFFIC ON COUNTY ROAD P AT COUNTY ROAD 3

BE IT FURTHER RESOLVED that the proper law enforcement agencies be and hereby authorized and empowered to enforce compliance with this Resolution.

Dated this day of February 2025.

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

Jon J. Becker, Chairman

Tim A. Malone, Commissioner

Kelvin S. Bernhard, Commissioner

ATTEST:

(SEAL)

Clerk to the Board

Morgan County

Intersection of Morgan County Road 3 and Morgan County Road P
Proposal to Change Existing Yield Sign to a Stop Sign



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

RESOLUTION 2025BCC (Proposed)

**A RESOLUTION APPROVING STOP SIGN INSTALLED AT THE INTERSECTION OF
COUNTY ROAD 18.5 AND COUNTY ROAD O, MORGAN COUNTY, COLORADO.**

WHEREAS, the Board of County Commissioners of Morgan County, Colorado, are vitally interested in Highway safety, for the benefit of the traveling public, and

WHEREAS, the Board determines that it is for the best interests of the general public and the recommendation of the Colorado State Patrol, the follow Resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that due to traffic and safety, stop signs be placed at the following location:

1. COUNTY ROAD 18.5 SOUTH OF COUNTY ROAD O, IN THE SOUTHEAST CORNER OF THE INTERSECTION STOPPING NORTHBOUND TRAFFIC ON COUNTY ROAD 18.5 AT COUNTY ROAD O

BE IT FURTHER RESOLVED that the proper law enforcement agencies be and hereby authorized and empowered to enforce compliance with this Resolution.

Dated this day of February 2025.

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

Jon J. Becker, Chairman

Tim A. Malone, Commissioner

Kelvin S. Bernhard, Commissioner

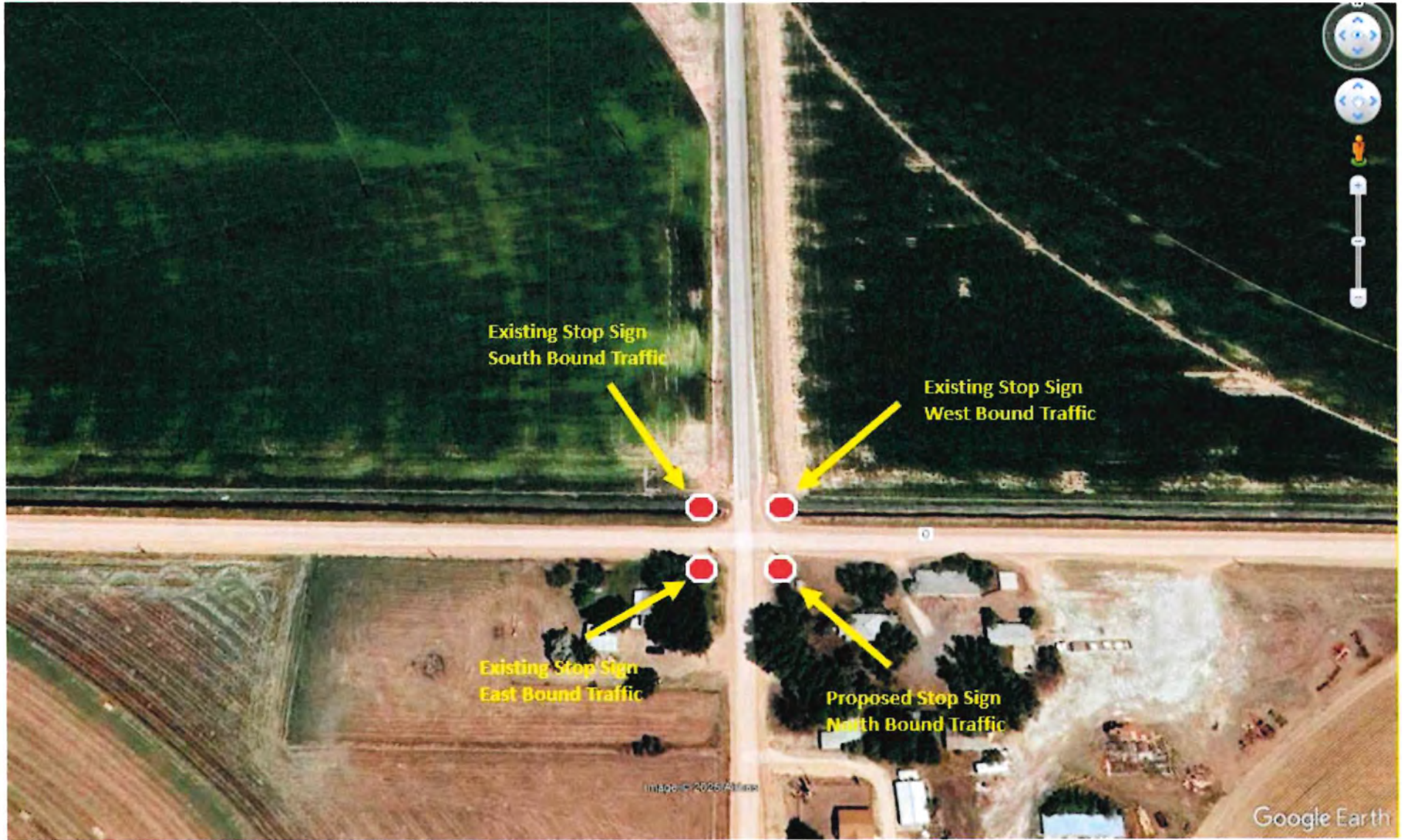
ATTEST:

(SEAL)

Clerk to the Board

Morgan County

Intersection of County Road 18.5 and County Road O
Proposed Stop Sign Stopping North Bound Traffic



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

RESOLUTION 2025BCC (Proposed)

**A RESOLUTION APPROVING STOP SIGN INSTALLED AT THE INTERSECTION OF
COUNTY ROAD 20 AND COUNTY ROAD P, MORGAN COUNTY, COLORADO.**

WHEREAS, the Board of County Commissioners of Morgan County, Colorado, are vitally interested in Highway safety, for the benefit of the traveling public, and

WHEREAS, the Board determines that it is for the best interests of the general public and the recommendation of the Colorado State Patrol, the follow Resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that due to traffic and safety, stop sign be placed at the following location:

1. COUNTY ROAD 20 NORTH OF COUNTY ROAD P, IN THE NORTHWEST CORNER OF THE INTERSECTION STOPPING SOUTHBOUND TRAFFIC ON COUNTY ROAD 20 AT COUNTY ROAD P

BE IT FURTHER RESOLVED that the proper law enforcement agencies be and hereby authorized and empowered to enforce compliance with this Resolution.

Dated this day of February 2025.

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

Jon J. Becker, Chairman

Tim A. Malone, Commissioner

Kelvin S. Bernhard, Commissioner

ATTEST:

(SEAL)

Clerk to the Board

Morgan County

Intersection of County Road 20 and County Road P
Proposed Stop Sign stopping Southbound Traffic



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

RESOLUTION 2025BCC (Proposed)

**A RESOLUTION APPROVING STOP SIGNS INSTALLED AT THE INTERSECTION OF
WARREN AVENUE AND COTTON AVENUE, MORGAN COUNTY, COLORADO.**

WHEREAS, the Board of County Commissioners of Morgan County, Colorado, are vitally interested in Highway safety, for the benefit of the traveling public, and

WHEREAS, the Board determines that it is for the best interests of the general public and the recommendation of the Colorado State Patrol, the follow Resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that due to traffic and safety, stop signs be placed at the following locations:

1. WARREN AVENUE NORTH OF COTTON AVENUE, IN THE NORTHWEST CORNER OF THE INTERSECTION STOPPING SOUTHBOUND TRAFFIC ON WARREN AVENUE AT COTTON AVENUE.

2. WARREN AVENUE SOUTH OF COTTON AVENUE, IN THE SOUTHEAST CORNER OF THE INTERSECTION STOPPING NORTHBOUND TRAFFIC ON WARREN AVENUE AT COTTON AVENUE.

BE IT FURTHER RESOLVED that the proper law enforcement agencies be and hereby authorized and empowered to enforce compliance with this Resolution.

Dated this day of February 2025.

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

Jon J. Becker, Chairman

Tim A. Malone, Commissioner

Kelvin S. Bernhard, Commissioner

ATTEST:

(SEAL)

Clerk to the Board

Morgan County

Intersection of Warren Avenue and Cottage Avenue

Proposed Stop Signs and Proposed 15 MPH Speed Limit on Warren Avenue



Weekly Road & Bridge Report for 2/15-2/21, 2025

On Monday

County Holiday

Road Department:

- * Hauling dirt to main yard

Bridge Department:

- * Shop Fabrication time

On Tuesday

Road Department:

- * Hauling dirt to main yard

Bridge Department:

- * Shop Fabrication time

On Wednesday

Road Department:

- * Hauling dirt to main yard

Bridge Department:

- * Shop Fabrication time
- * Tire clean up on side of road

On Thursday

Road Department:

- * Hauling dirt to main yard

Bridge Department:

- * Cracksealing County Road W between Highway 71 and County Road 33

On Friday

COMMISSIONERS CALENDAR

February 28, 2025 through March 11, 2025

February 28, 2025	9:00 A.M.	CDOT/STAC (Malone)
March 3, 2025	10:00 A.M. 11:00 A.M. 11:30 A.M. 1:00 P.M.	Monthly Region 4 Opioid Council Meeting (Malone) BCC Office Meeting Finance Department Meeting Building Maintenance Department Meeting
March 4, 2025	9:00 A.M. 12:30 P.M.	Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) HR Department Meeting
March 5, 2025	12:00 P.M.	NFR/UFR STAC-Prep Meeting
March 6, 2025	1:00 P.M.	Morgan County Comprehensive Plan Meeting
March 7, 2025	11:00 A.M.	First Fridays Quality Forum
March 10, 2025	11:00 A.M. 11:30 A.M. 1:30 P.M.	BCC Office Meeting Finance Department Meeting Comm Center/Ambulance Department Meeting
March 11, 2025	10:00 A.M. 12:30 P.M. 2:00 P.M.	County Attorney Office Hours HR Department Meeting MCEDC Department Meeting

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

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

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

Posted 02/28/2025 @ 4:00 P.M. by Mindi Cloyd, Administrative Services Manager

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

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

GENERAL BUSINESS

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- **File Summary**
- **Original Subdivision Plat**
- **Original Submittal**
 - Application
 - Right to Farm
- **Applicant Narrative**
- **Site Plan / Maps**
- **Proof of Ownership**
 - Current Title Insurance Commitment
- **Utilities**
 - Water
 - Electric
- **Additional Application Information**
 - Blue Sky HOA Minutes
 - Easement Confirmation Emails
 - Soil Map
 - Tax Account Statement



**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

February 11, 2025

Kelly & Jyl Siebrands
38 Preserve Drive
Fort Morgan, CO 80701
Sent via email: [REDACTED]

Blue Sky Preserve HOA-Kent Kahl
PO Box 155
Fort Morgan, CO 80701
[REDACTED]

Dear Applicant/Landowner:

Your Application for an Amended Plat will go before the Board of County Commissioners for approval. The general business item for the Board of County Commissioners will be heard on **Tuesday, March 4, 2025 at 9:00 A.M.**

You are welcome to attend, but it is not required.

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**

**BOARD OF COUNTY COMMISSIONERS
FILE SUMMARY
March 4, 2025**

APPLICANTS: Kelly and Jyl Siebrands
LANDOWNERS: Kelly and Jyl Siebrands and Blue Sky Preserve HOA-Kent Kahl

This application is to amend Lot 38 and Tract A of Blue Sky Preserve PD in the NW¹/₄ of Section 19, Township 4 North, Range 57 West of the 6th P.M., Morgan County, Colorado, otherwise known as 38 Preserve Drive, Fort Morgan, CO 80701. The purpose of the application is to reconfigure the north line of Lot 38 to remedy a landscaping issue only. The acreage of Lot 38 will increase from 0.82 acres to 0.96 acres.

Estate Residential zone applies to the Planned Development and is in the Fort Morgan Fire District. Currently, concrete landscape curbing is on a portion of Tract A owned by the HOA. The Blue Sky Preserve community agreed to sell a portion of Tract A to the Siebrands so the landscaping will be included in the Lot 38 boundary.

In reviewing an application for an amended plat to reconfigure interior lot lines in a previously approved subdivision, the Board of County Commissioners shall apply the criteria as listed from Section 10-200(G)(2) of the Morgan County Subdivision Regulations:

- a) No additional lots will be created by the reconfiguration.
- b) The reconfiguration is keeping with the purpose and intent of these Subdivision Regulations.
- c) The resultant lots will meet the required minimum lot size and lot width of the applicable zoning district. If any of the lots are nonconforming with respect to the minimum lot size or lot width, the reconfiguration must not increase the nonconformity.
Tract A and Lot 38 will remain conforming lots.
- d) The reconfiguration will not create a nonconforming setback for any existing building.
All setbacks from existing buildings are being met.
- e) Except for those nonconformities addressed in subsection (c) above, the resultant lots will meet the requirements of the applicable zone district, including those requirements in Table 1 of Appendix B of the County's Zoning Regulations.
- f) The reconfiguration will not adversely affect access, drainage or utility easements or rights-of-way serving the property or other properties in the area.
Existing drainage, utility and access easements will remain the same.

- g) The reconfiguration is consistent with the goals and policies of the County's Comprehensive Plan.

The proposed Siebrands Blue Sky Preserve PD Amended Plat adequately renumbers the lot as 38A.

Nicole Hay
Morgan County Planning Administrator

ORIGINAL SUBDIVISION PLAT

BLUE SKY PRESERVE PD

A PARCEL OF LAND IN THE WEST HALF OF SECTION 18, THE NORTHWEST QUARTER OF SECTION 19, AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE 6TH P.M. COUNTY OF MORGAN, STATE OF COLORADO 323.670 ACRES, 78 RESIDENTIAL LOTS, 8 TRACTS SHEET 1 OF 64

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE WEST HALF OF SECTION 18, IN THE NORTHWEST QUARTER AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORGAN COUNTY, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE S01°27'30"E ALONG THE WEST LINE OF SAID SECTION 19 A DISTANCE OF 1619.14 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 929 AT PAGE 473 OF THE MORGAN COUNTY RECORDS; THENCE S31°16'30"E ALONG THE EASTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 929 AT PAGE 473 A DISTANCE OF 472.60 FEET; THENCE S04°19'30"E ALONG THE EASTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 929 AT PAGE 473 A DISTANCE OF 500.60 FEET; THENCE S21°52'15"E ALONG THE EASTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 929 AT PAGE 473 A DISTANCE OF 607.33 FEET; THENCE S88°08'50"W ALONG THE EASTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 929 AT PAGE 473 A DISTANCE OF 190.14 FEET; THENCE S01°20'55"E ALONG THE EASTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 929 AT PAGE 473 A DISTANCE OF 935.24 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19; THENCE N89°43'05"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19 A DISTANCE OF 1109.61 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N00°45'55"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 869.72 FEET TO A POINT ON THE SOUTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN BOOK 1061 AT PAGE 830; THENCE S62°46'40"W A DISTANCE OF 12.10 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL DESCRIBED IN BOOK 1061 AT PAGE 830; THENCE N00°55'50"W ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 1061 AT PAGE 830 AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 481.26 FEET; THENCE N89°36'15"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 19 A DISTANCE OF 1271.55 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 52; THENCE N00°32'45"W ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 52 A DISTANCE OF 1247.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN BOOK 1033 AT PAGE 269 OF THE MORGAN COUNTY RECORDS; THENCE N70°41'25"W ALONG THE SOUTH BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1033 AT PAGE 269 A DISTANCE OF 649.10 FEET; THENCE N70°48'05"W ALONG THE SOUTH BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1033 AT PAGE 269 A DISTANCE OF 161.97 FEET; THENCE N49°30'40"W ALONG THE SOUTH BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1033 AT PAGE 269 A DISTANCE OF 151.44 FEET; THENCE N19°38'15"E ALONG THE WEST BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1033 AT PAGE 269 A DISTANCE OF 198.52 FEET; THENCE S89°34'45"E ALONG THE WEST BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1033 AT PAGE 269 A DISTANCE OF 235.80 FEET; THENCE N00°32'45"W ALONG THE WEST BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1033 AT PAGE 269 A DISTANCE OF 790.30 FEET; THENCE S64°43'45"E ALONG THE NORTH BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1033 AT PAGE 269 A DISTANCE OF 227.93 FEET; THENCE S31°58'45"E ALONG THE NORTH BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1033 AT PAGE 269 A DISTANCE OF 439.86 FEET; THENCE N00°32'45"W ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 52 A DISTANCE OF 204.46 FEET TO A POINT ON THE SOUTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN BOOK 1020 AT PAGE 505 OF THE MORGAN COUNTY RECORDS; THENCE N44°54'00"W ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1020 AT PAGE 505 A DISTANCE OF 435.72 FEET; THENCE N68°56'00"W ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1020 AT PAGE 505 A DISTANCE OF 233.80 FEET; THENCE N29°07'00"W ALONG THE WESTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1020 AT PAGE 505 A DISTANCE OF 230.00 FEET; THENCE N14°34'00"W ALONG THE WESTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 1020 AT PAGE 505 A DISTANCE OF 197.90 FEET; THENCE S87°31'00"E ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 1020 AT PAGE 505 A DISTANCE OF 52.30 FEET TO A POINT 50 FEET, MORE OR LESS, EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL; THENCE ALONG A LINE 50 FEET, MORE OR LESS, EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL THE FOLLOWING COURSES AND DISTANCES:

1. THENCE N14°34'00"W A DISTANCE OF 14.81 FEET;
2. THENCE N13°22'25"W A DISTANCE OF 482.37 FEET;
3. THENCE N07°18'35"W A DISTANCE OF 317.48 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY WHOSE DELTA ANGLE IS 28°32'15" AND WHOSE RADIUS IS 350.00 FEET;

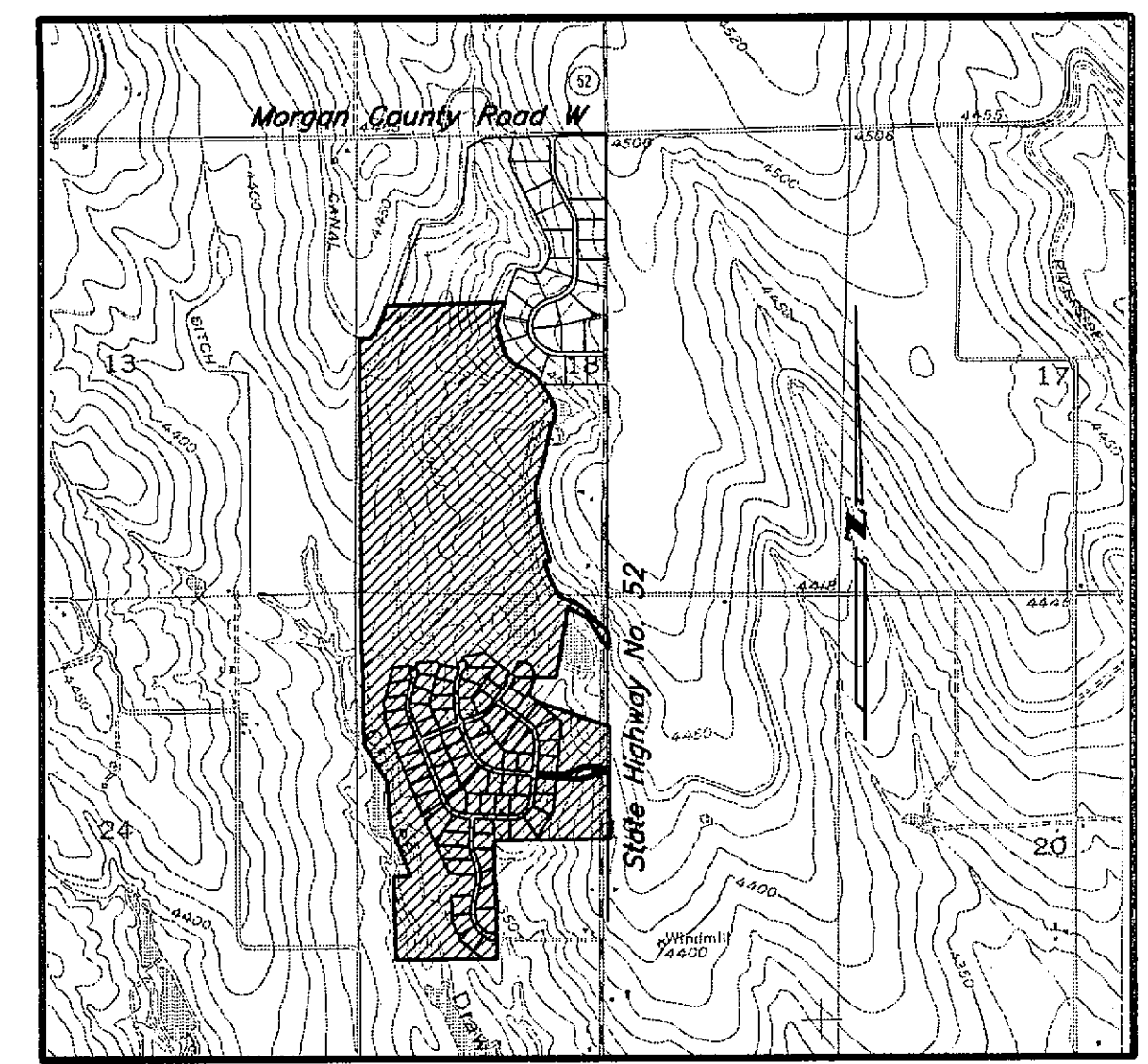
THENCE ALONG THE ARC OF SAID CURVE 50 FEET, MORE OR LESS EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL A DISTANCE OF 174.33 FEET (THE CHORD OF SAID ARC BEARS N06°57'30"E A DISTANCE OF 172.53 FEET); THENCE N21°13'40"E ALONG A LINE 50 FEET, MORE OR LESS, EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL A DISTANCE OF 161.01 FEET; THENCE N15°48'55"E ALONG A LINE 50 FEET, MORE OR LESS, EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL A DISTANCE OF 127.98 FEET; THENCE N10°58'50"E ALONG A LINE 50 FEET, MORE OR LESS, EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL A DISTANCE OF 296.05 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE DELTA ANGLE IS 17°17'20" AND WHOSE RADIUS IS 258.28 FEET; THENCE ALONG THE ARC OF SAID CURVE 50 FEET, MORE OR LESS EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL A DISTANCE OF 77.93 FEET (THE CHORD OF SAID ARC BEARS N19°37'30"E A DISTANCE OF 77.64 FEET) TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY WHOSE DELTA ANGLE IS 54°48'00" AND WHOSE RADIUS IS 190.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 50 FEET, MORE OR LESS EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL A DISTANCE OF 181.72 FEET (THE CHORD OF SAID ARC BEARS N00°52'05"E A DISTANCE OF 174.88 FEET); THENCE ALONG A LINE 50 FEET, MORE OR LESS, EAST OF THE CENTERLINE OF THE RIVERSIDE CANAL THE FOLLOWING COURSES AND DISTANCES:

1. THENCE N26°31'55"W A DISTANCE OF 157.09 FEET;
2. THENCE N33°35'25"W A DISTANCE OF 97.66 FEET;
3. THENCE N38°54'50"W A DISTANCE OF 111.56 FEET;
4. THENCE N53°46'20"W A DISTANCE OF 138.86 FEET;
5. THENCE N67°40'40"W A DISTANCE OF 70.54 FEET;
6. THENCE N60°07'00"W A DISTANCE OF 87.81 FEET;
7. THENCE N39°17'00"W A DISTANCE OF 123.67 FEET;
8. THENCE N19°09'25"W A DISTANCE OF 127.25 FEET;
9. THENCE N11°35'40"W A DISTANCE OF 227.44 FEET;
10. THENCE N07°31'30"E A DISTANCE OF 175.38 FEET;
11. THENCE N23°11'20"E A DISTANCE OF 114.53 FEET;

THENCE S88°24'40"W ALONG THE SOUTH LINE OF TRACT D OF SADDLE RIDGE PD, 1286.35 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN BOOK 972 AT PAGE 997 OF THE MORGAN COUNTY RECORDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 972 AT PAGE 997 THE FOLLOWING COURSES AND DISTANCES:

1. THENCE S18°53'40"W A DISTANCE OF 297.60 FEET;
2. THENCE S37°27'40"W A DISTANCE OF 156.00 FEET;

THENCE N82°18'20"W ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 972 AT PAGE 997 A DISTANCE OF 107.20 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE S00°10'25"E ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 2961.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 323.670 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF THE RIVERSIDE CANAL.



VICINITY MAP
SCALE: 1"=2000'

NOTES

- 1.) "●" indicates set a 5/8" rebar with cap stamped L.S. No. 12405 unless otherwise shown. "○" indicates found a 5/8" rebar with cap stamped L.S. No. 26964 unless otherwise shown.
- 2.) Basis of Bearings: the North line of the Northwest quarter of Section 18 was assumed to bear N88°24'40"E. Both ends of said line are monumented as shown on this plat.
- 3.) Utility easements (UE) are as shown. Drainage and utility easements (DE&UE) are as shown.
- 4.) There are 78 lots and 8 tracts in Blue Sky Preserve.
- 5.) According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- 6.) Right-of-way for ingress and egress for service and emergency vehicles is granted over, across, on and through any and all private roads and ways now or hereafter established on the described property.
- 7.) Overall dwelling unit density - 1 du per 4.11 acres.
- 8.) All block corner radii are 30' unless otherwise noted.
- 9.) As a 50% owner of the dam structure for Pond A in Tract A, the HOA will pay 50% of maintenance and upkeep of this pond.
- 10.) Drainage and seepage resulting from the normal and non-negligent operation of the Riverside Canal shall not be considered nuisances and the Developer and his assigns shall hold Riverside Irrigation District, the Riverside Reservoir and Land Company, their respective shareholders, landowners, officers and board members harmless from any claims of damage or personal injury caused by drainage, recharge and/or seepage resulting from the normal and non-negligent operation of the Riverside Canal and related structures.

TRACT	AREA (Ac.)	PROPOSED OWNERSHIP	INTENDED USAGE
A	218.765	HOA	OSP2
B	0.368	HOA	OSP1
C	10.206	HOA	OSP1
D	0.757	HOA	OSP1
E	7.197	HOA	OSP1
F	11.295	HOA	PRIVATE ROAD
G	0.644	HOA	OSP2
H	0.014	HOA	OSP2
LOTS	74.424		RSR
TOTAL	323.670		

NOTICE

Public notice is hereby given that acceptance of this platted subdivision by the County of Morgan does not constitute an acceptance of the roads and other improvements reflected hereon for maintenance by said County.

Until such roads and other improvements meet County requirement and are specifically accepted by this County by recording with the Clerk and Recorder of this County an official acceptance, the maintenance, construction, and all other matters pertaining to or affecting said roads and other improvements and right-of-way are the sole responsibility of the owners of the land within this subdivision.

Notice is further given that no subdivision lots will be issued building permits by officials of this County for improvements of any nature on any property reflected on this platted subdivision until such time as the acceptance as herein above described has been filed for record with the Clerk and Recorder of this County, or until other suitable provision is made for completion and/or maintenance of the roads and other improvements.

**Blue Sky Preserve PD
Land Use Designations**

Residential Blue Sky Preserve Zone (RSR)

This zone comprises land uses for single-family residential uses.

Residential Blue Sky Preserve Zone Use-By-Right

1. Single-family house (one per Lot)
2. Satellite dish antennas without tower attached to dwellings
3. Open space
4. Accessory buildings and uses such as garages
5. Gardens
6. Home occupations limited to an occupation which does not create regular customer, client, or employee traffic
7. Temporary sales office/model units and construction trailers
8. Indoor and outdoor recreational facilities

Residential Blue Sky Preserve Zone Special Review Uses:

1. Fire stations
2. Utility service facilities
3. Communication facilities
4. Medical clinics

Open Space Blue Sky Preserve Zone 1 (OSP1)

This zone comprises land for open space:

1. Open space
2. Parks
3. Trails and fences
4. Gazebos, trellis, small structures, viewing platforms

Prohibited uses - (OSP1): 1. Discharge of firearms

Open Space Blue Sky Preserve Zone 2 (OSP2)

This zone comprises land for open space uses:

1. Open space
2. Grazing
3. Trails and fences
4. Gazebos, trellis, small structures, viewing platforms
5. Parks

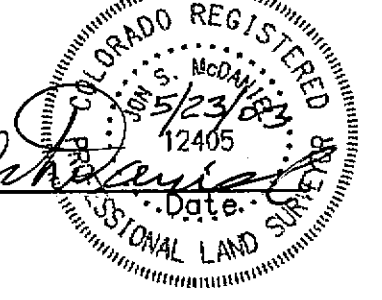
Prohibited uses - (OSP2): 1. Discharge of firearms

This zone includes a part of Pond "A" Located in Tract A:

- Prohibited uses - Pond "A":**
1. Boating
 2. Swimming
 3. Ice Fishing

SURVEYOR'S CERTIFICATE

I, Jon S. McDaniel, a duly registered land surveyor in the State of Colorado, do hereby certify that this plat of Blue Sky Preserve truly and correctly represents the results of a survey made by me or under my direct supervision.

Jon S. McDaniel
Surveyor


PLANNING COMMISSION CERTIFICATE

Approved this 15 day of October, 2002. County Planning Commission, Morgan County
Dore Wagoner
CHAIRMAN

COMMISSIONER'S CERTIFICATE

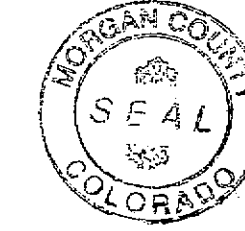
Approved this 18 day of March, 2003. Board of County Commissioners, Morgan County, Colorado. This approval does not guarantee that the size, soil conditions, subsurface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, well permit, or sewage disposal permit will be issued. 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:

Jay A. Johnson
CLERK TO THE BOARD
(SEAL)

CLERK AND RECORDER'S CERTIFICATE

State of Colorado }
County of Morgan } ss.

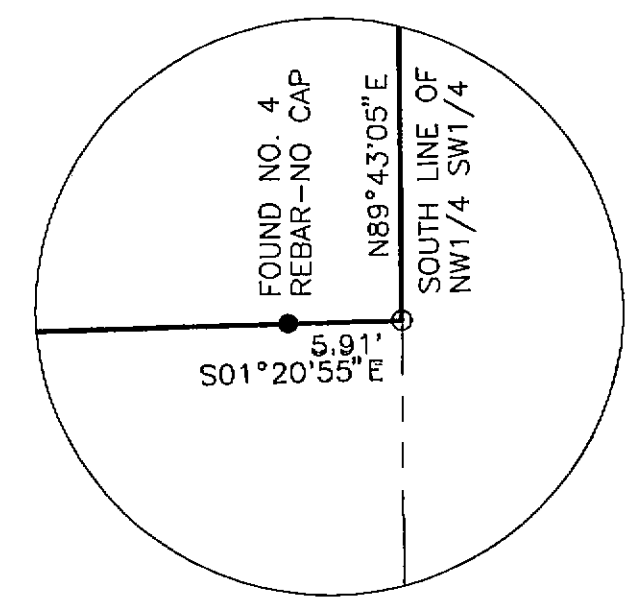
I hereby certify that this instrument was filed in my office at 12:00 o'clock P. on this 21st day of July, 2002, and is duly recorded in Plat File 16006, Fees 974.00 paid.

Janet Thomas
RECORDER
DEPUTY



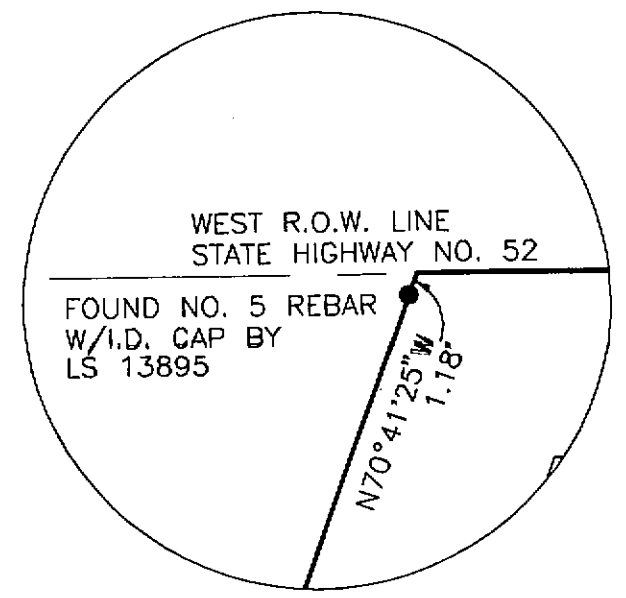
EMK CONSULTANTS, INC.
ENGINEERS • SURVEYORS
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303) 694-1520

BLUE SKY PRESERVE PD

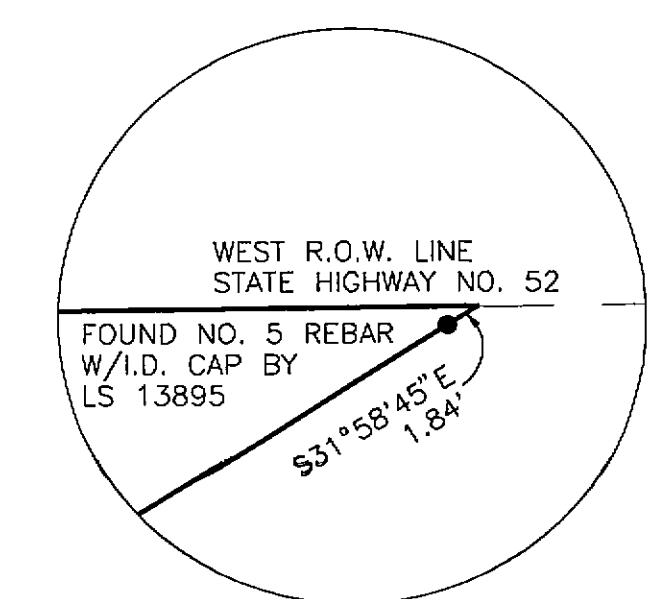
A PARCEL OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18 AND
 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19,
 TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE 6TH P.M.
 COUNTY OF MORGAN, STATE OF COLORADO
 323.670 ACRES, 78 RESIDENTIAL LOTS, 8 TRACTS
 SHEET 2 OF 4



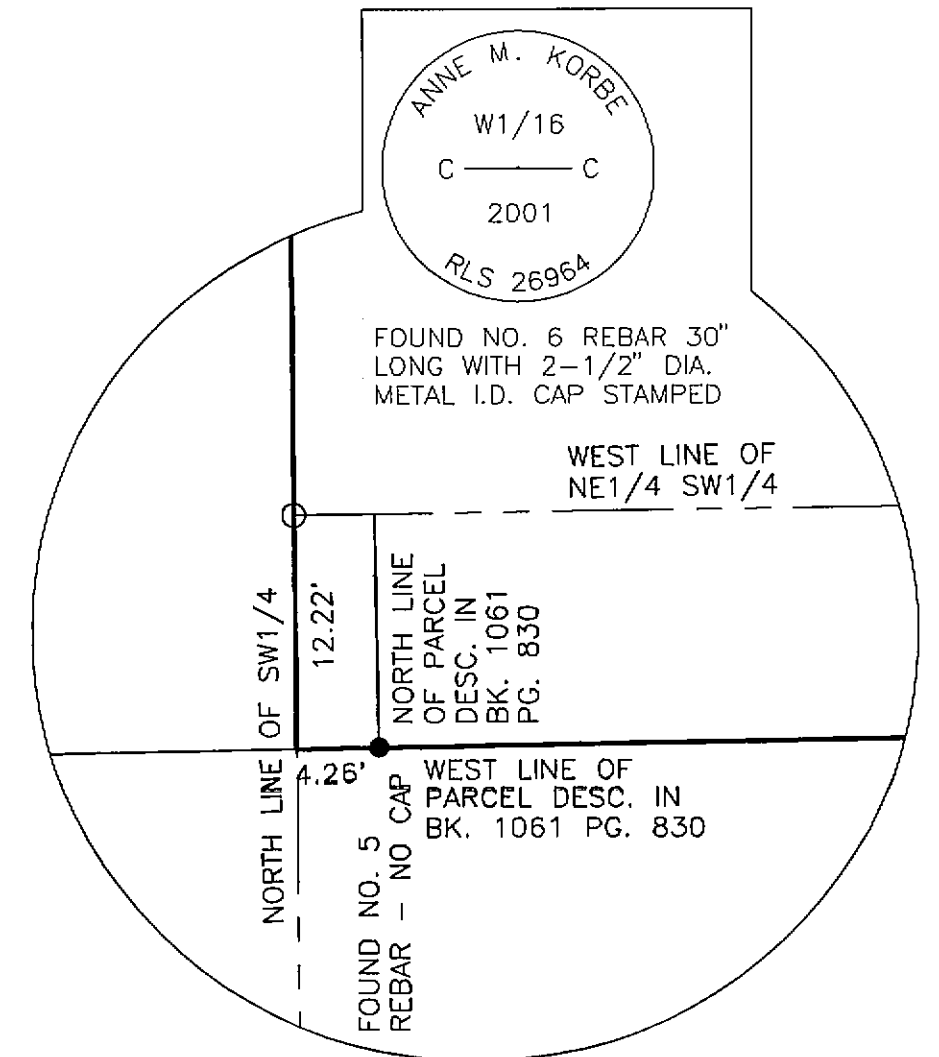
DETAIL A
SCALE: 1"=10'



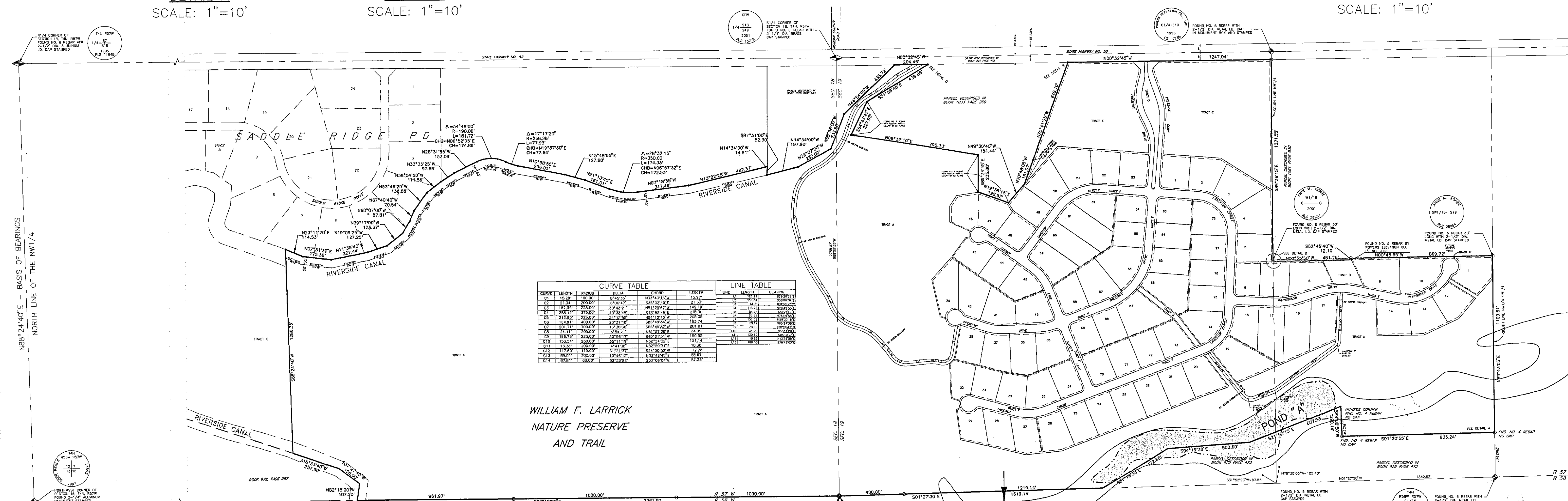
DETAIL B
SCALE: 1"=10'



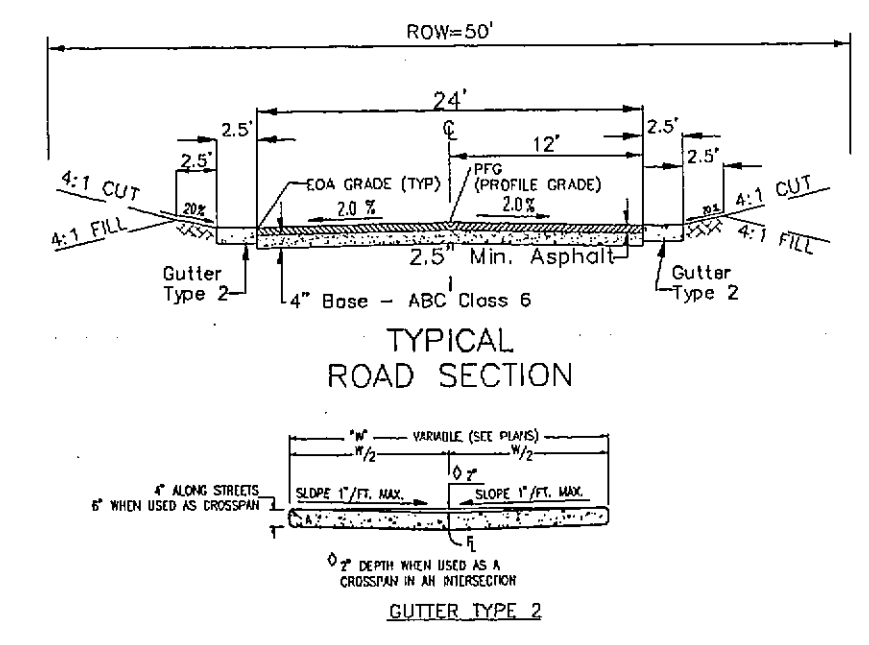
DETAIL C
SCALE: 1"=10'



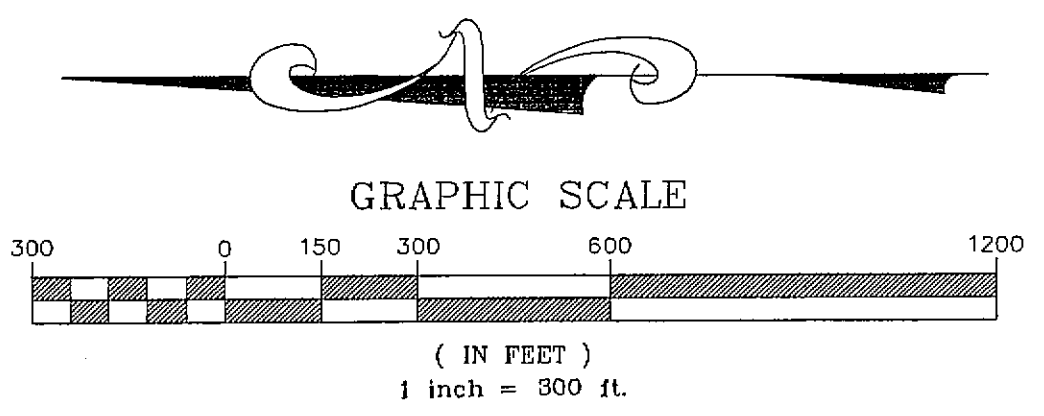
DETAIL D
SCALE: 1"=10'



CURVE TABLE				LINE TABLE			
CHORD	LENGTH	BEARING	CHORD	LENGTH	BEARING	CHORD	LENGTH
1	15.23'	S01°20'55"E	1	15.23'	S01°20'55"E	1	15.23'
2	21.34'	S01°20'55"E	2	21.34'	S01°20'55"E	2	21.34'
3	27.45'	S01°20'55"E	3	27.45'	S01°20'55"E	3	27.45'
4	33.56'	S01°20'55"E	4	33.56'	S01°20'55"E	4	33.56'
5	39.67'	S01°20'55"E	5	39.67'	S01°20'55"E	5	39.67'
6	45.78'	S01°20'55"E	6	45.78'	S01°20'55"E	6	45.78'
7	51.89'	S01°20'55"E	7	51.89'	S01°20'55"E	7	51.89'
8	58.00'	S01°20'55"E	8	58.00'	S01°20'55"E	8	58.00'
9	64.11'	S01°20'55"E	9	64.11'	S01°20'55"E	9	64.11'
10	70.22'	S01°20'55"E	10	70.22'	S01°20'55"E	10	70.22'
11	76.33'	S01°20'55"E	11	76.33'	S01°20'55"E	11	76.33'
12	82.44'	S01°20'55"E	12	82.44'	S01°20'55"E	12	82.44'
13	88.55'	S01°20'55"E	13	88.55'	S01°20'55"E	13	88.55'
14	94.66'	S01°20'55"E	14	94.66'	S01°20'55"E	14	94.66'
15	100.77'	S01°20'55"E	15	100.77'	S01°20'55"E	15	100.77'



100 YR. FLOODPLAIN
 PER FLOOD INSURANCE
 RATE MAP, PANEL 115 OF 300
 COMMUNITY-PANEL NUMBER
 080129 0115 C
 DATED: SEPT. 29, 1989



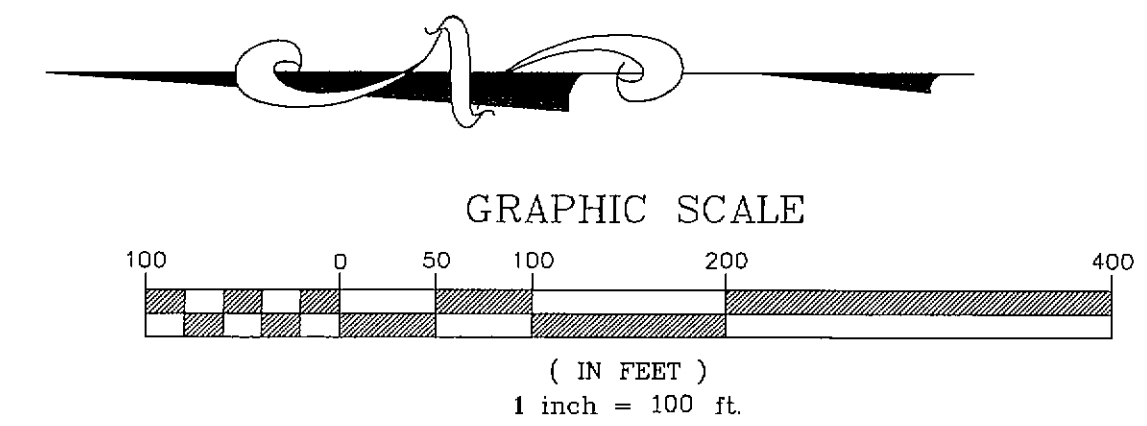
EMK CONSULTANTS, INC.
 ENGINEERS • SURVEYORS
 7006 SOUTH ALTON WAY, BLDG. F
 CENTENNIAL, COLORADO 80112-2019
 (303) 694-1520

#1500065
 B10 P85

BLUE SKY PRESERVE PD

A PARCEL OF LAND IN THE WEST HALF OF SECTION 18, THE NORTHWEST QUARTER OF SECTION 19, AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE 6TH P.M. COUNTY OF MORGAN, STATE OF COLORADO 323.670 ACRES, 78 RESIDENTIAL LOTS, 8 TRACTS SHEET 3 OF 6

SEE SHEET 4 OF 6



SEE SHEET 2 OF 6

SEE SHEET 4 OF 6



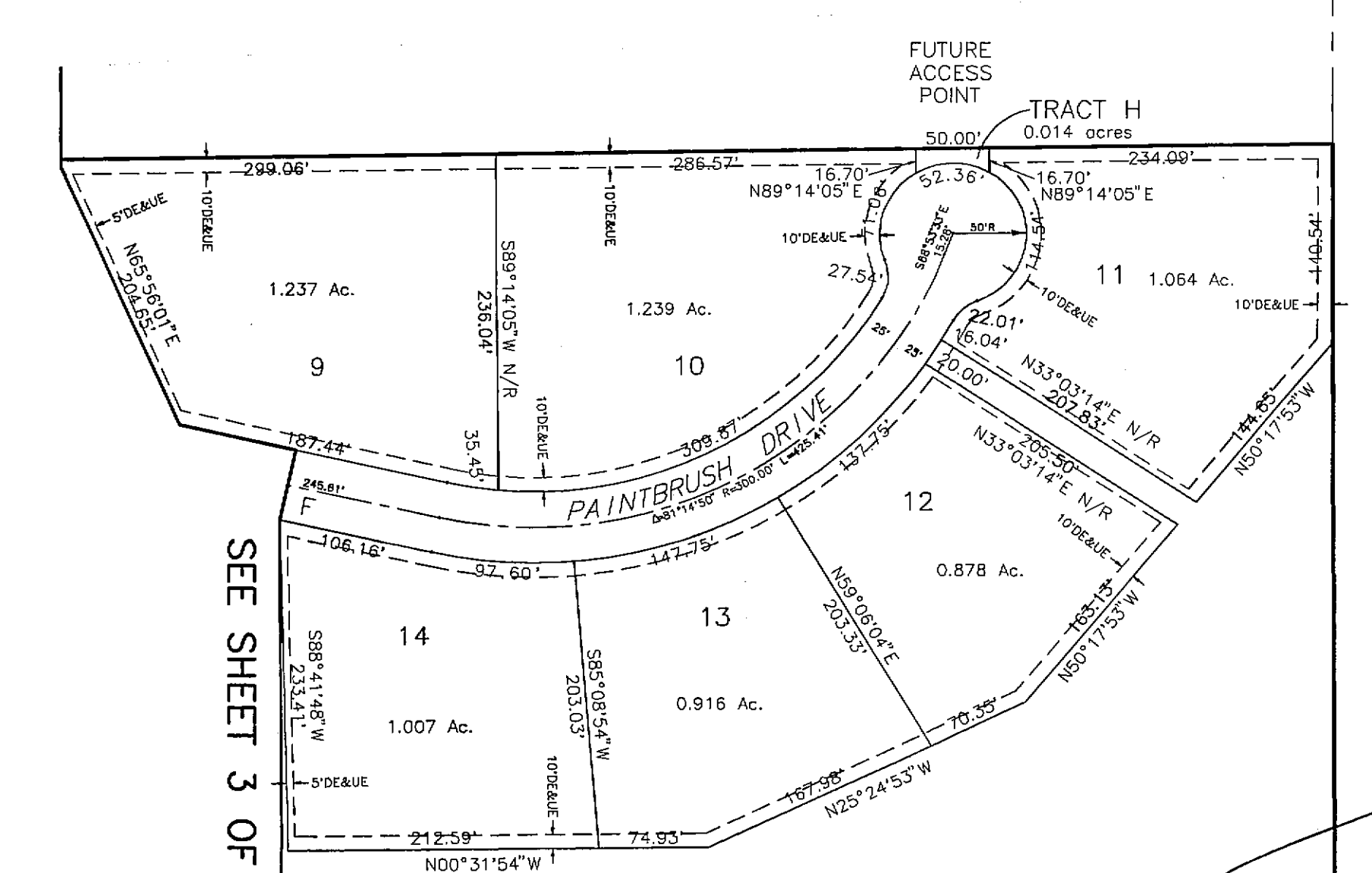
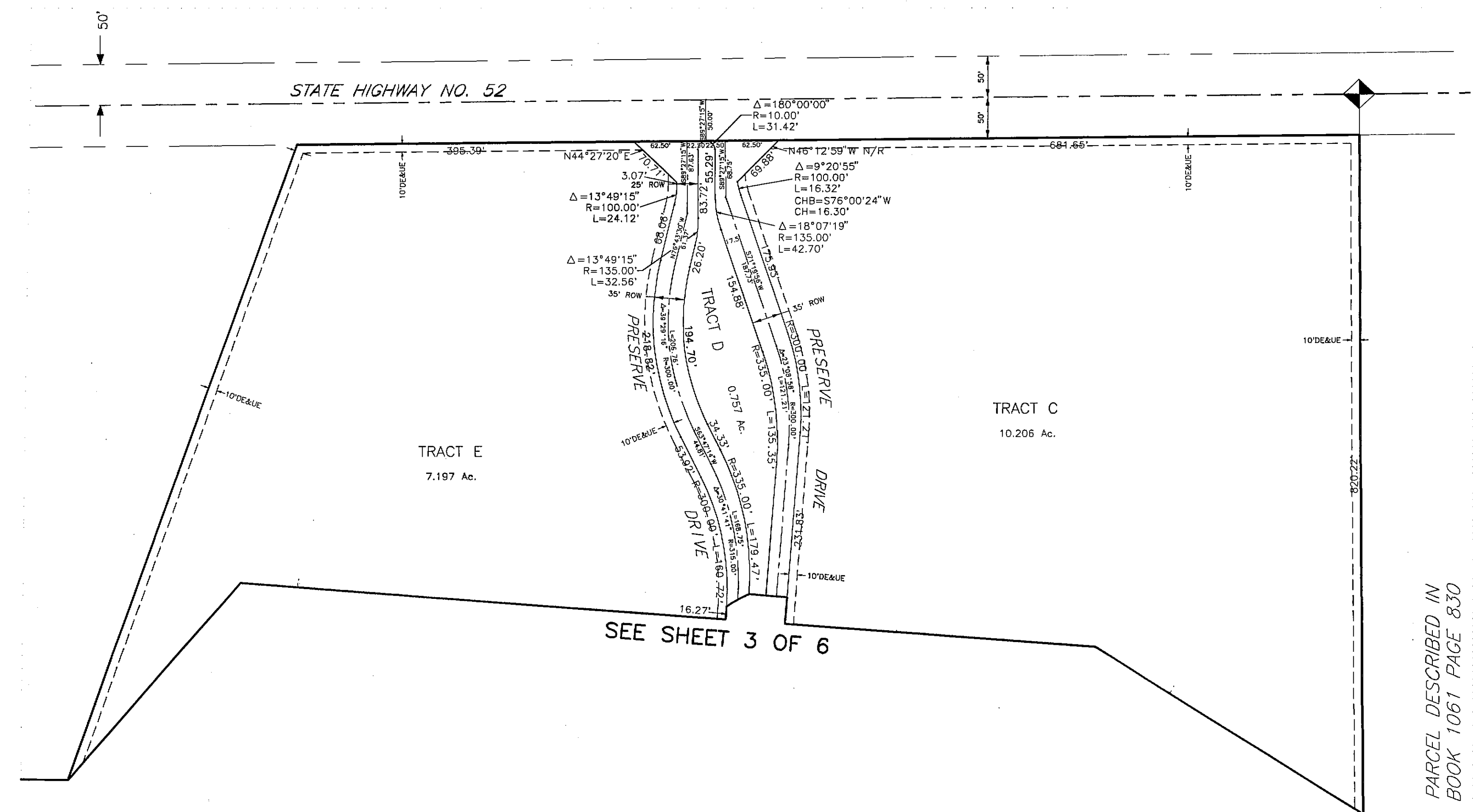
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100 YR. FLOODPLAIN
PER FLOOD INSURANCE
RATE MAP, PANEL 115 OF 300
COMMUNITY-PANEL NUMBER
080129 0115 C
DATED: SEPT. 29, 1989

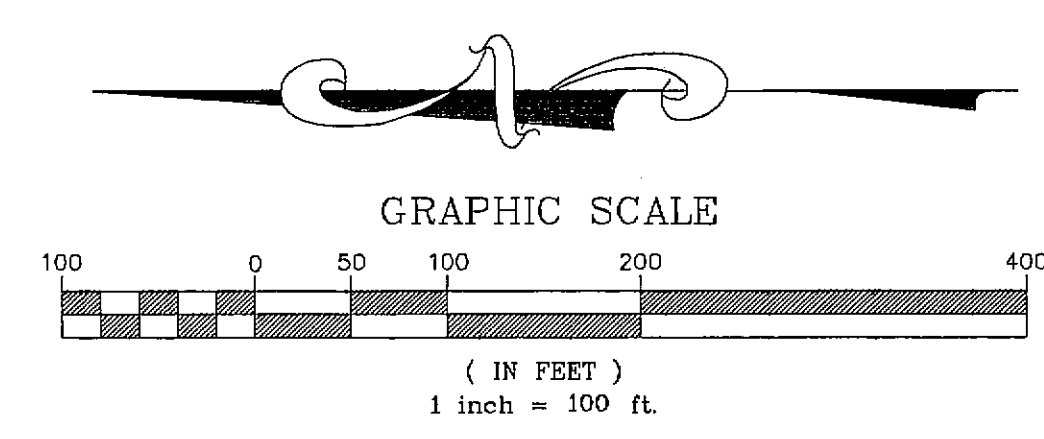
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B10 P86

BLUE SKY PRESERVE PD

A PARCEL OF LAND IN THE WEST HALF OF SECTION 18, THE NORTHWEST QUARTER OF SECTION 19, AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE 6TH P.M. COUNTY OF MORGAN, STATE OF COLORADO 323.670 ACRES, 78 RESIDENTIAL LOTS, 8 TRACTS SHEET 4 OF 6



100 YR. FLOODPLAIN
 PER FLOOD INSURANCE
 RATE MAP, PANEL 115 OF 300
 COMMUNITY-PANEL NUMBER
 080129 0115 C
 DATED: SEPT. 29, 1989



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 (303) 694-1520

#1500065
 B10 P87

ORIGINAL SUBMITTAL

Original Application

Right to Farm



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

PERMIT # AP2025 - 0001

Date Received	<u>1 / 6 / 25</u>	Received By	<u>JS</u>
Fee:	<input type="checkbox"/> Administrative Review \$	<input checked="" type="checkbox"/> Full Review \$	<u>400.00</u>
CC #:	<u>38</u>	Paid	<u>1 / 6 / 25</u>
Recording Fee	\$		
CK/CC #:	Paid	/ /	PC Date: / /
100 Year Floodplain?	<u>Y/N</u>	Taxes Current?	<u>Y/N</u>

**BOUNDARY LINE ADJUSTMENT, AMENDED PLAT, REPLAT, AND
PLAT VACATIONS APPLICATION**
Landowner MUST Sign Application and Right to Farm Policy

APPLICANT

Name Kelly & Jyl Siebrands
Address 38 Preserve Drive
Fort Morgan, Colorado 80701
Phone [REDACTED]
Email [REDACTED]

LANDOWNER

Name Blue Sky Preserve HOA - Kent Kahl
Address PO BOX 155
Fort Morgan, Colorado 80701
Phone [REDACTED]
Email [REDACTED]

SURVEYOR

Name Robert D Thomas - THOMAS LAND SURVEYING, LLC Email [REDACTED]
Address 2619 WEST 11TH STREET ROAD, SUITE 24 GREELEY, COLORADO 80634 Phone [REDACTED]

Minimum Lot Size Requirements:
-Minimum lot size for parcels containing both a water well and septic system is 2.5 (two and one half) acres
-Minimum lot size for parcels without a water well and served by a public or private water system and septic system is 1 (one) acre

PROPERTY LEGAL DESCRIPTION AND TECHNICAL INFORMATION

Address of Property to be divided (or general location if not yet addressed): **Attach extra pages if needed*
BEING AN AMENDMENT OF LOT 38 AND TRACT A, BLUE SKY PRESERVE PD BEING A PART OF THE NORTHWEST QUARTER OF

SECTION 19, TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO

Parcel #: 1039 - 190 - 02 - 038 Zone District: ER-PD
S: 19 T: 4 R: 57 NW 1/4 1/2 1/4 NW 1/4
Total acreage in parcel: 0.822 Number of lots to be created: 0

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

Distance and Direction to Nearest Community: Lot 38 Blue Sky Preserve PD

PRESENT use of property Single Family House
PROPOSED use of property Single Family House

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED

APPLICATION REQUIRED ATTACHMENT LIST

Additional information may be required by staff

Application Fee:

- Non-Refundable Application Fee due with application
 - Made payable to Morgan County Planning & Zoning
 - *Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 5 hours.

Project Narrative:

- Narrative to include:
 - Project Description
 - Purpose of request
 - Additional information to show project's intent
 - How project will relate to or impact existing adjacent uses
 - General topography of land and potential hazards
 - If property is in the floodplain, give Zone, panel number, and panel date -See link <https://msc.fema.gov/portal/home>

Site Plans/Maps:

- Plat map (survey) per requirements set forth in the Morgan County Subdivision Regulations Section 6-170-- **(SUBMIT ELECTRONICALLY)**
- Improvement location certificate, including setbacks of existing structures, wells and septic system **(SUBMIT ELECTRONICALLY)**
- Include any **easements** required for the project-widths and other pertinent information. *May be required to supply copies of easement agreements*

Proof of Ownership:

- Current title insurance commitment (within last 6 months)**
- Names, addresses and phone numbers for all property owners

Utilities/Access:

- Water (if applicable)** Water tap must be paid in full and well must be fully operational, before plat can be recorded.
- Septic System (if applicable)**
 - o Existing Septic System - Evaluation of adequacy in terms of today's regulations from local Health Department
 - o Private System - "Will Serve Letter" or bill
 - o Proposed Septic System - "Will Serve Letter"
 - o Public System - "Will Serve Letter" or bill
- Electric (if applicable)** (Electric bill or letter of commitment from electricity provider)
- Driveway Permit (if applicable)** from CDOT or Morgan County Road and Bridge (If required by staff)

Technical:

- Ditch Company-** Proof of contact if there is a ditch on or next to your property
- Soil Map** From Morgan Conservation District showing suitability for sanitary facilities, and building site development for site specific soil
- Right to Farm Policy** signed by Landowner (attached)

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

Plat map recording fee

\$13.00 first page
 \$10.00 per page thereafter
 ___ # additional pages x 10=\$ + \$13= \$ Total Recording Cost

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

Additional Information required by staff: Statement of Authority
 # Paper Application Sets Digital Copy of Complete Application
One sided only please

LANDOWNER AND APPLICANT STATEMENTS

Property taxes must be current prior to processing application.

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

Kelly S. [Signature] 12-10-2024
 Applicant Signature Date
Ayl Subrands 12-10-2024
 Applicant Signature Date

[Signature] 12-10-2024
 Landowner Signature Date
Kelly S. [Signature] Date
 Landowner Signature Date

Ayl Subrands

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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



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

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

RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

 
Signature Date

Kelly Siebrands & Jyl Siebrands

Printed Name

38 Preserve Drive

Address

Fort Morgan, Colorado 80701

To Be Signed by Landowner

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

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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

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

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

RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

To Be Signed by Landowner

Signature

12-10-2024

Date

Blue Sky Preserve HOA by Kent Kahl

Printed Name

PO BOX 155

Address

Fort Morgan, Colorado 80701

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

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



AP2025-0001 | Amended Plat

Receipt Number: 545498

Payment Amount: \$400.00

January 7, 2025

<i>Transaction Method</i>	<i>Payer</i>	<i>Cashier</i>	<i>Reference Number</i>
Check	Kelly Siebrands Insurance Co.	Jenafer Santos	1381

Comments

Assessed Fee Items

Fee items being paid by this payment

<i>Assessed On</i>	<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed</i>	<i>Amount Paid</i>	<i>Balance Due</i>
01/14/25	Amended Plat		\$400.00	\$400.00	\$0.00
<i>Totals:</i>			\$400.00	\$400.00	
				Previous Payments	\$0.00
				Remaining Balance Due	\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
38 PRESERVE DR FORT MORGAN, CO 80701	SIEBRANDS, KELLY J & JYL	38 PRESERVE DR FORT MORGAN, CO 80701- 9212	

Description of Work

Amendment of lot 38 and Tract A to extend the boundary line to the North to remedy a landscaping issue.

Statement of Authority
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named
BLUE SKY PRESERVE HOMEOWNERS ASSOCIATION, INC.

2. The type of entity is a

<input checked="" type="checkbox"/> corporation	<input type="checkbox"/> registered limited liability limited partnership
<input type="checkbox"/> nonprofit corporation	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> limited liability company	<input type="checkbox"/> unincorporated nonprofit association
<input type="checkbox"/> general partnership	<input type="checkbox"/> government or governmental subdivision or agency
<input type="checkbox"/> limited partnership	<input type="checkbox"/> business trust
<input type="checkbox"/> trust	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> _____	

3. The entity is formed under the laws of **COLORADO**

4. The mailing address of the entity is:
P.O. BOX 155
FORT MORGAN, CO 80701

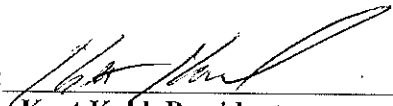
5. The name or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
KENT KAHL, PRESIDENT
GREGORY E. KNOBLAUCH, VICE PRESIDENT

6. The authority of the foregoing person(s) to bind the entity is limited as follows:

7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.

8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

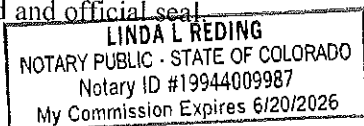
Executed this 12 day of Dec, 2024.

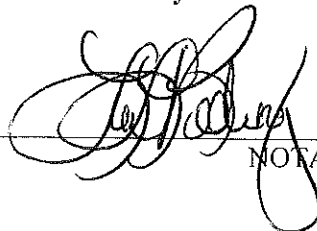
Name: 
Kent Kahl, President

STATE OF Colorado)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 12 day of Dec, 2024 by **Kent Kahl, President of Blue Sky Preserve Homeowners Association, Inc., on behalf of the Corporation**

Witness my hand and official seal




NOTARY PUBLIC

APPLICANT NARRATIVE

Project Description for 38 Preserve Dr

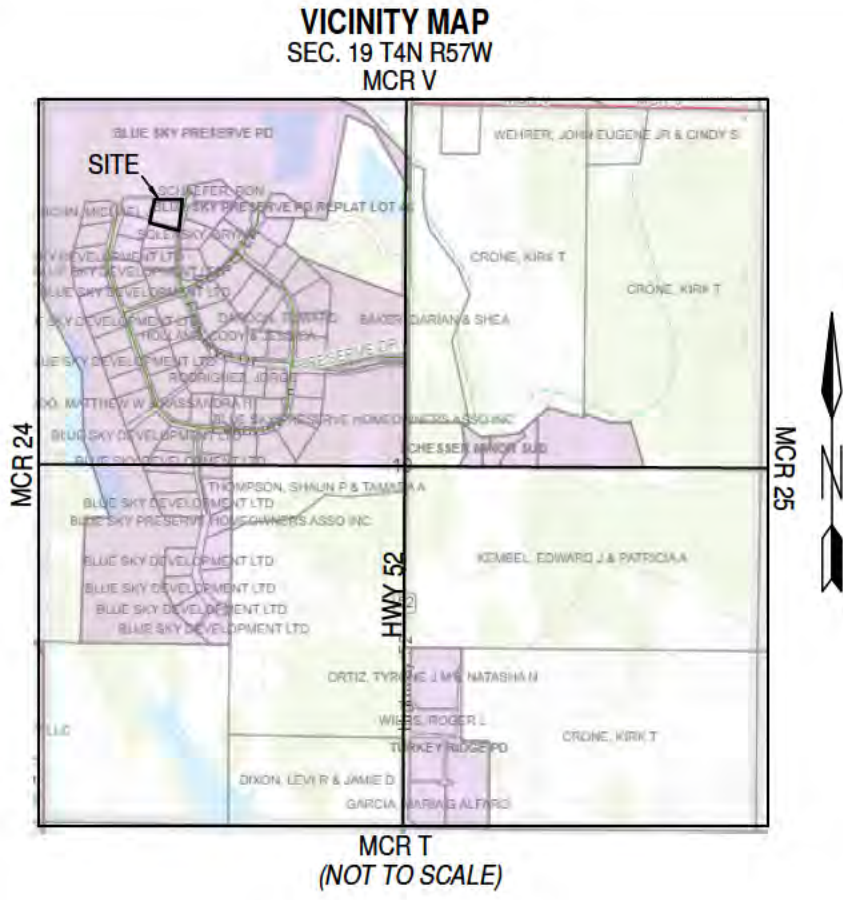
We are purchasing approximately 5,890sf from Blue Sky HOA. The purchase would extend the property line to the North. This transaction is intended to remedy a landscaping issue only. There are no plans to build on or develop any part of this ground.

Kelly and Jyl Siebrands

SITE PLAN / MAPS

SIEBRANDS BLUE SKY PRESERVE PD AMENDED PLAT

BEING AN AMENDMENT OF LOT 38 AND TRACT A, BLUE SKY PRESERVE PD
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 19,
TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE 6TH P.M.,
COUNTY OF MORGAN, STATE OF COLORADO

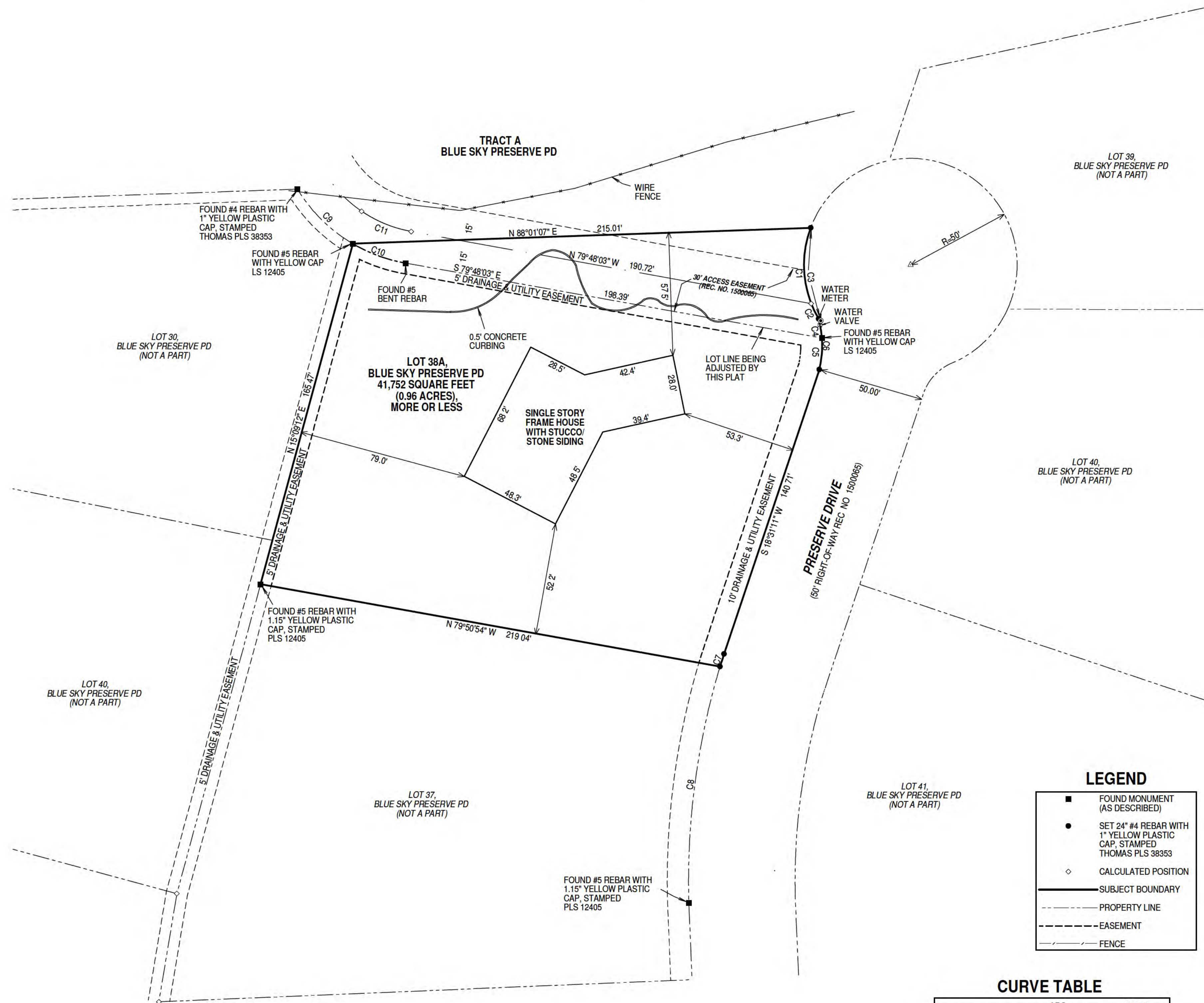


FLOODPLAIN CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS NOT LOCATED WITHIN THE ZONE A FLOOD HAZARD BOUNDARY ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCIES FLOOD INSURANCE RATE MAP (NATIONAL FLOOD INSURANCE PROGRAM) COMMUNITY PANEL NO. 08087C0445E EFFECTIVE DATE: MAY 18, 2021.

SURVEYOR'S NOTES:

- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF EQUITY TITLE ASSOCIATES II, LLC, COMMITMENT NO. 00057526-003-T03-SB, DATED JANUARY 16, 2024, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE EASEMENTS OR TITLE OF RECORD, THOMAS LAND SURVEYING, LLC RELIED ON SAID COMMITMENT, EXCLUSIVELY, FOR ALL EASEMENTS AND RIGHTS-OF-WAY. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT SAID TITLE COMMITMENT MAY DISCLOSE.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC. 18-4-508, WHOEVER WILLFULLY DESTROYS, DEFACTS, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, 18 U.S.C. 1858 (2009).
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.



CURVE TABLE

CURVE	DELTA	RADIUS	ARC		CHORD BEARING
			LENGTH	CHORD	
C1	41°38'53"	50.00	36.34	35.55	S 00°28'07" E
C2	08°05'16"	50.00	7.93	7.92	S 25°53'22" E
C3	50°43'57"	50.00	44.27	42.84	S 05°01'18" E
C4	10°28'01"	50.00	9.13	9.12	S 09°18'27" E
C5	17°02'24"	50.00	14.37	14.32	S 04°26'35" W
C6	27°30'28"	50.00	24.00	23.77	S 00°47'22" E
C7	01°05'29"	325.00	6.19	6.19	S 17°58'15" W
C8	18°22'52"	350.00	112.28	111.80	S 07°31'15" W
C9	28°07'19"	75.00	36.81	36.44	N 45°22'30" W
C10	20°19'35"	75.00	26.61	26.47	S 69°51'23" E
C11	24°15'40"	60.00	25.41	25.22	S 67°50'54" E

NOTES:
MORGAN COUNTY IS NOT RESPONSIBLE FOR QUANTITY OR QUALITY OF WATER SUPPLIED TO THIS EXEMPTION.
ANY PAST, PRESENT OR FUTURE DRAINAGE PROBLEMS ON THIS PROPERTY ARE THE RESPONSIBILITY OF THE LANDOWNER AND THEIR SUCCESSORS AND NOT THAT OF MORGAN COUNTY

BASIS OF BEARING:
THE WES LINE OF LOT 38, BLUE SKY PRESERVE PD, MORGAN COUNTY, STATE OF COLORADO, IS ASSUMED TO BEAR NORTH 15°09'12" EAST AND IS MONUMENTED AS INDICATED.

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT KELLY J. SIEBRANDS, JYL SIEBRANDS, AND BLUE SKY PRESERVE HOMEOWNERS ASSOCIATION, INC., BEING THE OWNERS OF CERTAIN LANDS IN MORGAN COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

(PROVIDED BY EQUITY TITLE ASSOCIATES II, LLC TITLE COMMITMENT NO. 00057526-003-T03-SB, DATED JANUARY 16, 2024)

LOT 38 OF BLUE SKY PRESERVE PD, ACCORDING TO THE RECORDED PLAT THEREOF; COUNTY OF MORGAN, STATE OF COLORADO;

AND
TRACT A OF BLUE SKY PRESERVE PD, ACCORDING TO THE RECORDED PLAT THEREOF; COUNTY OF MORGAN, STATE OF COLORADO.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN ON THIS PLAT.
EXECUTED THIS ___ DAY OF _____, 2024.

OWNER:
KELLY J. SIEBRANDS
STATE OF COLORADO)
COUNTY OF MORGAN) SS.
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2024, BY _____
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

OWNER:
JYL SIEBRANDS
STATE OF COLORADO)
COUNTY OF MORGAN) SS.
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2024, BY _____
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

BLUE SKY PRESERVE HOMEOWNERS ASSOCIATION, INC.
BY:
STATE OF COLORADO)
COUNTY OF MORGAN) SS.
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2024, BY _____
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

COMMISSIONER'S CERTIFICATE:

APPROVED THIS ___ DAY OF _____, 2024, BOARD OF COUNTY COMMISSIONERS, MORGAN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER 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 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 OF BOARD _____ CHAIRMAN _____

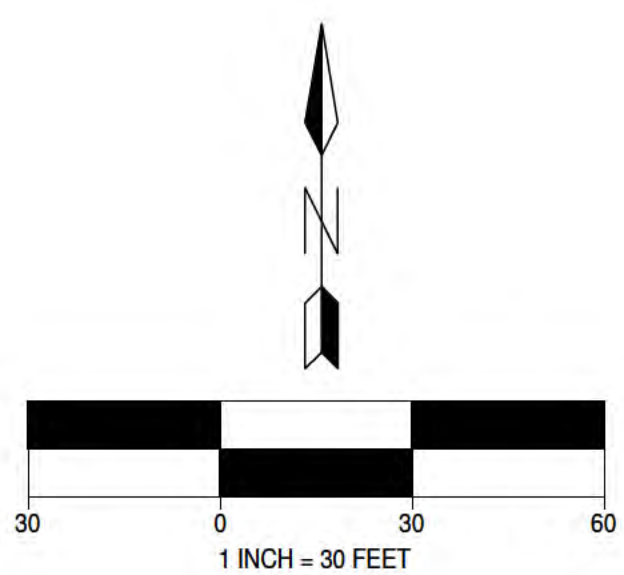
SURVEYOR'S CERTIFICATE:

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS AMENDED PLAT WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND MORGAN COUNTY, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

ROBERT D. THOMAS COLORADO PROFESSIONAL LAND SURVEYOR #38353 DATE _____

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF MORGAN) SS.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20___, AND IS DULY RECORDED IN PLAT FILE _____, FEES _____ PAID _____
CLERK AND RECORDER _____ DEPUTY _____



PROOF OF OWNERSHIP

Current Title Insurance Commitment

NORTHERN COLORADO TITLE SERVICES CO., INC.
130 W. KIOWA AVENUE
FORT MORGAN, CO 80701
TELEPHONE (970)867-0233 *** FAX (970)867-7750

DATE: December 12, 2024
ORDER NO.: NCT24853
PROPERTY ADDRESS: 38 PRESERVE DRIVE, Fort Morgan, CO 80701

OWNER/PURCHASER: KELLY J. SIEBRANDS, JYL SIEBRANDS, and BLUE SKY PRESERVE
HOMEOWNERS ASSOCIATION, INC.
TO BE DETERMINED

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

_____ To: KELLY SIEBRANDS
 ██████████

ATTN: KELLY SIEBRANDS

Fax No.:

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

**E-MAIL ADDRESS FOR CLOSING DOCUMENTS: closing@ncts.com
HAVE A WONDERFUL DAY!!!**

_____ COMMITMENT	_____ OWNERS TITLE POLICY
_____ AMT DUE IS ON SCHEDULE A (INVOICE)	
_____ PROPERTY REPORT	_____ MORTGAGEES TITLE POLICY
_____ AMT DUE IS ON PROPERTY REPORT (INVOICE)	
_____ MORTGAGE/FORECLOSURE GUARANTY	_____ DOCUMENTS
_____ SURVEY / ILC	_____ OTHER / INVOICE



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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 130 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry 0044474
Commitment No.: NCT24853
Issuing Office File NCT24853
Property Address: 38 PRESERVE DRIVE, Fort Morgan, CO 80701
Revision No.: 1

SCHEDULE A

1. Commitment Date: **December 10, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (06/17/06)	TBD	\$0.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$0.00

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

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

Fee Simple

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

**KELLY J. SIEBRANDS and JYL SIEBRANDS, as to Parcel A
BLUE SKY PRESERVE HOMEOWNERS ASSOCIATION, INC., as to Parcel B**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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.

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SCHEDULE A
(Continued)

5. The Land is described as follows:

Parcel A:

Lot 38, BLUE SKY PRESERVE PD, according to the recorded plat thereof; Morgan County, Colorado.

Parcel B:

Tract A, BLUE SKY PRESERVE PD, according to the recorded plat thereof; Morgan County, Colorado.

and commonly known as (for informational purposes only): 38 PRESERVE DRIVE, FORT MORGAN, CO 80701

Northern Colorado Title Services Co., Inc.

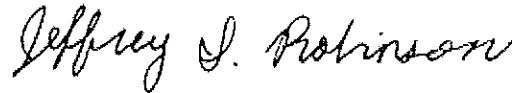


Authorized Signatory

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from KELLY J. SIEBRANDS and JYL SIEBRANDS and BLUE SKY PRESERVE HOMEOWNERS ASSOCIATION, INC. to TO BE DETERMINED, conveying the land described herein.
 - b. Release of Deed of Trust from KELLY J. SIEBRANDS and JYL SIEBRANDS to the Public Trustee of Morgan County for the use of MORGAN FEDERAL BANK, to secure payment of \$389,000.00, dated AUGUST 11, 2011, recorded AUGUST 17, 2011 at Reception No. 870490.
 - c. Articles of Incorporation for BLUE SKY PRESERVE HOMEOWNERS ASSOCIATION, INC. This should be reviewed to ensure that the proposed transaction is one in which the company is authorized to enter and the parties required to execute the necessary documents. This should not be recorded, but a copy maintained in the file.
 - d. Certified copy of Resolution of the governing Board of the BLUE SKY PRESERVE HOMEOWNERS ASSOCIATION, INC., authorizing the SALE of subject property and execution of all necessary documents, and reciting that the Board has been duly authorized in the premises. Said Resolution must be properly certified by an officer of the corporation with the corporate seal affixed. Said Resolution must be submitted to and approved by NORTHERN COLORADO TITLE SERVICES CO., INC., but need not be recorded.
 - e. Statement of Authority for BLUE SKY PRESERVE HOMEOWNERS ASSOCIATION, INC., disclosing the name(s) and address(s) of the person(s) represented and the other information required by 38-30-172, C.R.S.
 - f. Dollar amount of Policy coverage must be provided to the Company.
 - g. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

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

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

PARCEL A

8. Terms, conditions, provisions, agreements, burdens and obligations as contained in Warranty Deed between LARRICK CORPORATION and KELLY J. SIEBRANDS and JYL SIEBRANDS recorded JULY 20, 2010 at Reception No. 862502, concerning the replacement of street trees.

PARCELS A & B

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SCHEDULE B, PART II

(Continued)

9. Reservation as contained in United States Patent recorded NOVEMBER 28, 1911 in Book 82 at Page 136 (W/2NW & NWSW) as follows: Right of way for ditches or canals constructed by the authority of the United States.
10. Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 17, 1907 in Book 15 at Page 104, said road to be not less than 60 feet in width.
11. WELDON VALLEY EXTENSION CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded JUNE 25, 1907 in Map Book 1 at Page 29.
12. RUSTIC RESERVOIRS NO. 1 & 2 AND INTAKE NO. 1 and rights of way therefor, as evidenced by Map and Sworn Statement recorded APRIL 20, 1900 in Map Book 1 at Page 43 (NWSW).
13. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by WILLARD E. CHACE in the instrument to FORT MORGAN CONSOLIDATED ROYALTY CORPORATION recorded APRIL 14, 1931 in Book 304 at Page 113 (W/2NW & NWSW), and any and all assignments thereof or interests therein.
14. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by WILLARD E. CHACE in the instrument to OWNERS ROYALTY POOL, INC. recorded MAY 29, 1931 in Book 305 at Page 334 (W/2NW & NWSW), and any and all assignments thereof or interests therein.
15. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by WILLARD E. CHACE in the instrument to JOHN W. HENDERSON, TRUSTEE recorded OCTOBER 21, 1931 in Book 300 at Page 375 (W/1NW & NWSW), and any and all assignments thereof or interests therein.
16. R.A. DITCH AND W.E. DITCH and rights of way therefor, as evidenced by Map and Sworn Statement recorded in Map Book 4 at Page 1 (NW).
17. Any loss of or adverse claim to that portion of the legal description in Schedule A hereof adjoining the RIVERSIDE CANAL (NW) based on an assertion that the channel and banks of said river, canal or ditch have been changed or altered other than by natural causes and in imperceptible degrees.
18. Any change in boundaries due to accretion, avulsion, reliction or dereliction of the RIVERSIDE CANAL (NW).
19. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by L.C. IUNGERICH AN NELLIE IUNGERICH, A/K/A NELLIE ETTA IUNGERICH in the Deed to CARL D. IUNGERICH AND LINDA J. IUNGERICH recorded JUNE 19, 1967 in Book 702 at Page 196 (ALL), and any and all assignments thereof or interests therein.
20. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by JACKSON McCLANAHAN AND GRACE R. McCLANHAN in the instrument to FORT MORGAN CONSOLIDATED ROYALTY CORPORATION recorded APRIL 17, 1931 in Book 304 at Page 202 (E/2NW), and any and all assignments thereof or interests therein.

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SCHEDULE B, PART II

(Continued)

21. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by JACKSON McCLANAHAN AND GRACE R. McCLANAHAN in the instrument to OWNERS ROYALTY POOL, INC. recorded MAY 29, 1931 in Book 305 at Page 352 (E/2NW), and any and all assignments thereof or interests therein.
22. An undivided 1/4 interest in all oil, gas and other mineral rights, as conveyed by FEDERAL FARM MORTGAGE CORPORATION in the instrument to EDWARD HELLSTERN recorded DECEMBER 16, 1938 in Book 368 at Page 245 (E/2NW), and any and all assignments thereof or interests therein.
23. All of our rights, title and interest in and to any oil, gas and other minerals as conveyed in MINERAL QUIT CLAIM Deed from FORT MORGAN CONSOLIDATED ROYALTY CORPORATION to JAMES B. McNAY AND NANCY L. McNAY, recorded DECEMBER 6, 1996 in Book 1003 at Page 655 (E/2NW), and any and all assignments thereof or interests therein.
24. All of our rights, title and interest in and to any oil, gas and other minerals as conveyed in MINERAL QUIT CLAIM Deed from JAMES B. McNAY AND NANCY L McNAY to DIVERSIFIED OPERATION CORPORATION, recorded MAY 23, 1997 in Book 1011 at Page 362 (E/2NW), and any and all assignments thereof or interests therein.
25. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded FARM LEASES AND TENANCIES.
26. Reservation as contained in United States Patent recorded MAY 13, 1912 in Book 82 at Page 185 as follows: Right of way for ditches or canals constructed by the authority of the United States.
27. PLACER CLAIM LOCATION by A.R. MacKinzie, J.H. Lyon, E.P. Aspinwall, Thos. J. Wilbee, Edwin Hollingdale, A.F. Neff, Lillian Blainsdale, Geo. W. Wilson to whom it may concern, recorded January 2, 1904 in Book 47 at page 176 and 177 for the NW1/4 and SW1/4 of Section 18.
28. Right of way for ROAD purposes as specified in ROAD PETITION recorded July 21, 1906 in Book 15 at Page 100, said road to be not less than 60 feet in width.
29. THE RIVERSIDE IRRIGATION DISTRICT and rights of way therefor, as evidenced by Map and Sworn Statement recorded July 29, 1908 in Map Book 1 at Page 51.
30. Easement and right of way for telecommunication facilities purposes as reserved by William F. Larrick, Inc. in the Deed to US West Communications, Inc. recorded November 10, 1994, in Book 974 at Page 669, said document was re-recorded January 16, 1995 in Book 976 at page 671, the location of said easement and right of way are more specifically defined in said document.
31. R.A. Chace(R-A Ditch) and rights of way therefor, as evidenced by Map and Sworn Statement recorded October 29, 1926 in Map Book 4 at Page 1.
32. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by T.N. McClanahan in the instrument to Fort Morgan Consolidated Royalty Corp recorded March 19, 1931 in Book 303 at Page 181, and any and all assignments thereof or interests therein.

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SCHEDULE A
(Continued)

5. The Land is described as follows:

Parcel A:

Lot 38, BLUE SKY PRESERVE PD, according to the recorded plat thereof; Morgan County, Colorado.

Parcel B:

Tract A, BLUE SKY PRESERVE PD, according to the recorded plat thereof; Morgan County, Colorado.

and commonly known as (for informational purposes only): 38 PRESERVE DRIVE, FORT MORGAN, CO 80701

Northern Colorado Title Services Co., Inc.

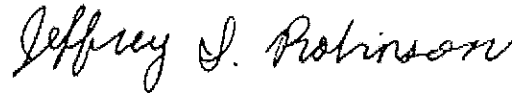


Authorized Signatory

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

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SCHEDULE B, PART II

(Continued)

33. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by T.N. McClanahan in the instrument to Owners Royalty Pool, Inc. recorded May 29, 1931 in Book 305 at Page 351, and any and all assignments thereof or interests therein.
34. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by T.N. McClanahan in the Deed to Nellie Etta Iungerich recorded March 29, 1948 in Book 451 at Page 272, and any and all assignments thereof or interests therein.
35. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by L.C. Iungerich and Nellie Iungerich aka Nellie Etta Iungerich in the Deed to Carl D. Iungerich and Linda J. Iungerich recorded June 19, 1967 in Book 702 at Page 196, and any and all assignments thereof or interests therein.
36. Easement and right of way for access to an irrigation pump house purposes as reserved by William F. Larrick, Inc. in the Deed to Donald Eugene Lebsock and Carolyn Kay Lebsock recorded February 10, 1989, in Book 909 at Page 755, the location of said easement and right of way are more specifically defined in said document.
37. Easement and right of way for telecommunication facilities purposes as reserved by William F. Larrick in the Deed to US West Communications recorded March 5, 1992, in Book 940 at Page 573, the location of said easement and right of way are more specifically defined in said document.
38. Easement and right of way for leach field and septic system purposes as granted by William F. Larrick, Inc. to Kenneth Keller and Cathy Ann Keller as contained in instrument recorded August 14, 1998, in Book 1036 at Page 547, the location of said easement and right of way are more specifically defined in said document.
39. Easements for utility and access purposes as shown on the recorded plat of BLUE SKY PRESERVE PD, recorded in Book 10 at Page 84.
40. Covenants, conditions, restrictions, terms and obligations, which do not contain a forfeiture or reverter clause, as contained in INSTRUMENT recorded JULY 28, 2003 in Book 1152 at Page 903, and in AMENDMENT recorded July 8, 2016 at Reception No. 900431.
41. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; AND (D) PANTERA ENERGY COMPANY, RECORDED NOVEMBER 9, 1981 IN BOOK 822 AT PAGE 878.

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UTILITIES

Water

Electric

Kelly Siebrands

From: Jyl Siebrands [REDACTED]
Sent: Friday, January 3, 2025 9:18 AM
To: Kelly Siebrands
Subject: [EXTERNAL] Fw: Morgan County Quality Water District Invoice# 473500-01102025 Notification

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, January 2, 2025, 11:37 AM, Morgan County Quality Water District <no-reply@invoicecloud.net> wrote:



You have a new invoice from Morgan County Quality Water District!

[OneClickPay using "XX0596"](#)

[View Invoice or Pay Now](#)

Want to be reminded later? [Click here.](#)

Dear KELLY & JYL SIEBRANDS

Account Information

A new invoice is now available to view online.

Morgan County Quality Water District has implemented a convenient online billing and payment system for you to access and pay your bills. Simply click on the **View Invoice or Pay Now** button to get started. You can review and print your invoice, pay electronically now, or schedule the date your invoice will be paid.

You may also access your invoice via our Customer Portal at

Account Number:
473500

Invoice Number:
473500-01102025

Invoice Due Date:
1/10/2025

Balance Due:
\$40.05

<https://www.invoicecloud.com/morgancountyqualitywaterdistrict>.

If you have any questions regarding your account, please email us at customerservice@mcqwd.org or call us at (970) 867-3054. Be sure to include your first name, last name, and account number.

Thank you for choosing to view and pay online,

Morgan County Quality Water District

Please Note: To ensure delivery of account related email notifications, please add no-reply@invoicecloud.net to your safe senders list.



Please consider the environment before printing this email
Certain email accounts block messages that you intend to receive. To make sure that you continue to receive updates from Invoice Cloud add no-reply @ invoicecloud.net to your address book.

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Kelly Siebrands

From: Jyl Siebrands [REDACTED]
Sent: Friday, January 3, 2025 9:18 AM
To: Kelly Siebrands
Subject: [EXTERNAL] Fw: Your Morgan County REA Bill is Available

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, January 2, 2025, 3:05 PM, [REDACTED] wrote:



Your Morgan County REA Bill is Available

KELLY SIEBRANDS,

Your bill is available for the following account:

Account: 2065801
Service Location: 38 PRESERVE DR
Service: Morgan County REA

Amount: \$137.74
Due Date: Jan 15, 2025



[Privacy Policy](#) | [Unsubscribe](#)

Morgan County REA 734 Barlow Rd Fort Morgan CO 80701

ADDITIONAL APPLICATION INFORMATION

Blue Sky HOA Minutes

Easement Confirmation Emails

Soil Map

Tax Account Statement



BLUE SKY PRESERVE
Blue Sky Preserve HOA

September 6th, 2024

Nicole Hay
Surveyor, Morgan County Colorado
231 Ensign Street
Fort Morgan Colorado 80701

Dear Nicole,

This letter is about lot 38, Blue Sky Preserve PUD in Fort Morgan Colorado. The Lot is owned by Kelly & Jyl Siebrands, 38 Preserve Drive, Fort Morgan, Colorado 80701.


At the Blue Sky Preserve Annual Meeting, May 14th, 2024, the community voted to sell a portion of the HOA space to Kelly & Jyl Siebrands. The cost of Amending the Plat would fall upon Kelly & Jyl Siebrands. The community voted with 69 for, and 2 against. So, the motion passed, and we are trying to finish up the sale with this letter. I have attached the annual meeting minutes as proof that the association agrees to sell the space to the Siebrands, and they can move forward with amending the plat.

Please feel free to reach out if we need to complete any other tasks to get this amended plat finalized.

Respectfully Submitted,



Kent Kahl
President
Blue Sky Preserve HOA Board of Directors
PO Box 155
Fort Morgan, Colorado 80701



DRAFT! -- Blue Sky Preserve HOA
2024 Annual Meeting Minutes
Tuesday, May 14, 2024 @ 6:00 p.m.
St. Elizabeth Hospital, 1000 Lincoln Street, Fort Morgan, CO

1. Meeting called to order by President Kent Kahl at 6:08 pm
2. Roll call of members present taken at the door by Carrie Mobley
3. Quorum is present with 70 lots represented in person or by proxy.
4. Carrie Mobley presented the 2023 Annual Meeting minutes, and a motion was made by Randy Noel, second Kumpf, passed unanimously to dispense with reading of minutes
Reading of previous minutes by Carrie and motioned to accept the minutes, second by ___
5. Comments by Home/Lot Owners:
 1. Better way to identify people in the development, place stickers on automobiles was suggested
 2. QR code on Colorado Land Company sign on Lakeview doesn't work, need to have them update it.
 3. Fire mitigation plan question, look at mowing operations along the east side
 4. Lot mowing is important and keeping lots looking nice
 5. Pick up trash around the area and keep items from blowing around
 6. Request to remove Russia Olive from his lot
 7. Add in new stop signs to Preserve Dr.
 8. Speeding through the neighborhood is an issue, options to reduce speed using speed bumps, dips, or other options
 9. Board should appoint members to help with trails issues
6. Treasurer's Report
Current monies held as of May 14, 2024
The total operating money is: \$28,388.24 the total reserve fund is: \$811.23, 1 Uncollected due for \$1,050.
 - 6.1 2024-2025 budget presentation by Kevin 6:47 pm.
 - 6.2 Ratify 2024 budget – Budget was not opposed
7. Old business – Kent Kahl
 - 7.1 Resolution to Lot 38's encroachment on HOA open space, presented by Kent
Kent Read resolution for Lot 38 and opened for discussion. Moved by Ronda Knobloch,
Second Amy Stark, Resolution passed 69 Yes, 2 No.
 - 7.2 Kent detailed Street and drainage repair on Preserve Drive Kent detailed the project to install a grate for this project, storm drain to take water to the Drainage way. The homeowners and BSD offered to maybe grant an easement to run pipe down to Lakeview, under lakeview and to the open space. Will keep working on this issue

7.3 Kent detailed that we are working on entryway Road Repair; to have previous company update the work they did as it was under warranty and has failed.

8. New business

8.1 Cameras on light poles in entryway. - Carrie Mobley

8.1.1. Presentation by Mike Blecha, owner of AnywhereCam LLC.

Presenting out of order at 6:32 pm. It is a camera system where you can use a camera on a pole, powered by a solar power panel, cellular transmitter, and can use the power on site. Interest in camera by the people, in the neighborhood.

8.2 ARC Guidelines – Darlene Clifford presented an Introduction of new committee members Darlene discussion of ARC guidelines and revisions. Several meetings of 8 to 10 people to build a new set of guidelines. Kyle Kembel, Johnathan Wagers and one open seat.

8.2.2. Arc Guidelines

Presented highlights of new guidelines as posted on Website.

8.2.3 A round of appreciation was made for Cynthia Christensen and Keri Fox for their previous service on ARC.

8.3 Carrie Mobley discussed the annual party and hog roast and reported a good success last year Greg Knobloch added that he is intending to organize it again for 2024.

8.4 Covenant Changes – Heath Kuntz

8.4.1. Add ARC Requirements into Covenants

There have been several changes to ARC requirements over the past 12 months and the first change will be to update those and place many of them in the Covenants. These are things like exterior elements, square footage items, arc elements.

8.4.2. Bring Covenants up to date with Colorado Law and remove “Declarant” from pages.

8.5 Green Space Committee Report – Kyle Kembel

8.5.1. Dam maintenance repairs are needed that were discovered during the cleanup of the excess vegetation on the dam over the winter. Kyle said the dam is dangerously narrow and could breach. There are a few options, but he is not sure which ones the board will choose.

8.5.2. Construction of trails in the preserve

Kyle reported on construction of trails and solicited help with the trails. He spoke about the need to create more trails and figure out new paths and payment methods.

8.5.3. Entry ways to Preserve from Preserve Drive and Lakeview Circle (lower section).

The ability to make a dual-purpose path to allow a walking trail and used as a truck route as well for heavy loads during further construction.

A list of people was taken by the committee chair to contact for follow-up meetings on the dam and trails.

8.6 Carrie Mobley discussed tree replacement

8.6.1 All dead or dying trees must be replaced according to the covenants. Street trees must be 2 calipers in diameter. Street trees, per covenants, cannot be ornamental trees.

8.6.2 All trees must be replaced by September 30, 2024.

8.7 Heath Kuntz discussed that the Website: <https://blueskypreservehoa.gogladly.com/> is currently not functioning correctly and we cannot contact their support for help. The board will be looking for a replacement.

8.7.1 All meeting notices will appear in the Calendar and Message Board.

8.7.2 Documents available to all home/lot owners.

8.7.3 All Covenants, Bylaws, ARC Guidelines, Fence Guidelines, etc. are available on the website.

8.8 Kent Kahl discussed the two open board seats. Opened the floor for nominations for a person to serve a 3-year term.

8.8.1 Seat 1. Nominations of Darlene Clifford by Val Start and seconded by Kumpf. Nomination of Gregg Knobloch by Kevin Kirchmar, second by Jyll Seibrands. The vote was taken by secret paper ballot and Darlene Clifford was elected to the first vacant seat.

8.8.2 Seat 2: Keri Kembel was nominated by Mike Cabot and second by Carrie Mobley. Darlene Clifford nominated Gregg Knobloch and Randy Noel seconded the motion.

The vote was taken by secret paper ballot and Gregg Knobloch was elected to second seat.

9. Adjourn the Annual Meeting at 8:33 pm.

Respectfully Submitted by

Heath Kuntz
June 25, 2024

Easement Confirmation

10 messages

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

Wed, Feb 5, 2025 at 9:02 AM

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

Good morning,

On the plat where the portion of the property being added to Lot 38 from Tract A, it shows two easements. Can both of you please reply back to this email and confirm that there will be no changes to the easements?

Thank you,

Jenafer SantosPlanning Technician
Morgan County Planning & Zoning
970-542-3526

Kelly Siebrands [REDACTED]

Wed, Feb 5, 2025 at 10:02 AM

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

Jenafer,

Can you explain how that would/could affect anything? I can't think of any downside by leaving it where it is. I'm sure I'm mistaken, but I thought the easement would move to the North or be removed completely from the added property (Lot 38).

Thanks!

Kelly Siebrands[325 W Platte Ave](#)[Fort Morgan, CO 80701](#)

Bus [REDACTED] Fax 970.867.3029

[REDACTED]
KellySiebrands.com

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

Wed, Feb 5, 2025 at 10:10 AM

To: Kelly Siebrands [REDACTED]

Cc: [REDACTED] Nicole Hay <nhay@co.morgan.co.us>, Cheryl Brindisi

<cbrindisi@co.morgan.co.us>

If you look at the plat, it doesn't show the easement being moved. If it were to move, that may change the process.

Jenafer Santos

Planning Technician
Morgan County Planning & Zoning
970-542-3526

Kelly Siebrands [REDACTED]

Wed, Feb 5, 2025 at 10:21 AM

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

As the property owner, how does having an easement run through my property change anything?

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

Wed, Feb 5, 2025 at 10:25 AM

To: [REDACTED] Nicole Hay <nhay@co.morgan.co.us>, Cheryl Brindisi

<cbrindisi@co.morgan.co.us>, "KKahl31@gmail.com" [REDACTED]

The easement shown is how it was originally platted. If there is a change to that easement, whether it's being moved or vacated could constitute a change in the process for the application. We just wanted to confirm that there was no change to the original easements.

Jenafer Santos

Planning Technician
Morgan County Planning & Zoning
970-542-3526

Kelly Siebrands [REDACTED]

Wed, Feb 5, 2025 at 10:32 AM

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

Unless there is a downside to having the easement on our property, I would process the submission without changing any easements.

Kelly Siebrands

[325 W Platte Ave](#)

[Fort Morgan, CO 80701](#)

Bus [REDACTED] Fax 970.867.3029

[KellySiebrands.com](#)

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

Wed, Feb 5, 2025 at 10:29 AM

To: Kelly Siebrands [REDACTED], Nicole Hay <nhay@co.morgan.co.us>, Cheryl Brindisi <cbrindisi@co.morgan.co.us>, [REDACTED]

Thank you for the confirmation.

Jenafer Santos

Planning Technician
Morgan County Planning & Zoning
970-542-3526

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

Thu, Feb 6, 2025 at 10:33 AM

To: Kelly Siebrands [REDACTED], Nicole Hay <nhay@co.morgan.co.us>, Cheryl Brindisi <cbrindisi@co.morgan.co.us>, [REDACTED]

Kent, can you please also confirm this?

Jenafer Santos

Planning Technician
Morgan County Planning & Zoning
970-542-3526

Kent Kahl [REDACTED]

Thu, Feb 6, 2025 at 6:06 PM

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

Cc: Kelly Siebrands [REDACTED], Nicole Hay <nhay@co.morgan.co.us>, Cheryl Brindisi <cbrindisi@co.morgan.co.us>

Hi Jenafer,

Sorry about the slow response on my end. I had an emergency out of state and did not see this until now. There will be no change to the easements. Please contact me if you have any questions. Thank you!

Kent Kahl
[REDACTED]

Soil Map—Morgan County, Colorado
(Siebrands, 38 Preserve Drive, Fort Morgan, CO)



Soil Map may not be valid at this scale.

Map Scale: 1:2,810 if printed on A landscape (11" x 8.5") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84




MAP LEGEND


Area of Interest (AOI)

 Area of Interest (AOI)


Soils


 Soil Map Unit Polygons


 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features


 Blowout

 Borrow Pit

 Clay Spot


 Closed Depression


 Gravel Pit

 Gravelly Spot


 Landfill


 Lava Flow


 Marsh or swamp


 Mine or Quarry

 Miscellaneous Water


 Perennial Water

 Rock Outcrop


 Saline Spot


 Sandy Spot

 Severely Eroded Spot


 Sinkhole


 Slide or Slip

 Sodic Spot


 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot

 Other


 Special Line Features


Water Features


 Streams and Canals


Transportation

 Rails


 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Morgan County, Colorado

Survey Area Data: Version 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
AuC	Ascalon sandy loam, 3 to 5 percent slopes	7.2	25.0%
Ca	Cascajo soils and gravelly land	2.1	7.4%
CnC	Colby-Adena loams, 3 to 5 percent slopes	5.9	20.6%
FcB	Fort Collins loam, 0 to 3 percent slopes	0.7	2.6%
GP	Pits, Gravel	6.3	21.9%
La	Las loam, saline	1.0	3.5%
VoC	Vona sandy loam, 3 to 5 percent slopes	3.1	10.8%
W	Water	2.3	8.1%
Totals for Area of Interest		28.8	100.0%

Morgan County Treasurer

Statement of Taxes Due

Account Number R019225
Assessed To

Parcel 103919002038
SIEBRANDS, KELLY J & JYL
38 PRESERVE DR
FORT MORGAN, CO 80701-9212

Legal Description	Situs Address
Subd: BLUE SKY PRESERVE P D, FM (18 & 19-4-57) Lot: 038 S: 19 T: 4 R: 57 NW1/4	38 PRESERVE DR

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$3,329.08	\$0.00	\$0.00	(\$1,664.54)	\$1,664.54
Total Tax Charge					\$1,664.54
First Half Due as of 02/13/2025					\$0.00
Second Half Due as of 02/13/2025					\$1,664.54

Tax Billed at 2024 Rates for Tax Area 247 - 247 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$923.48	SINGLE FAMILY -	\$73,200	\$4,900
ROAD AND BRIDGE FUND	7.5000000	\$354.52	LAND		
SOCIAL SERVICES FUND	2.0000000	\$94.54	SINGLE FAMILY -	\$632,420	\$42,370
FT MORGAN RURAL FIRE DIST	2.9960000*	\$141.62	IMPS		
FT MORGAN PEST CONTROL	0.2930000*	\$13.85	Total	\$705,620	\$47,270
MORGAN CO QUALITY WATER	0.8240000	\$38.95			
NORTHERN COLO WATER CD	1.0000000	\$47.27			
RE 3 F M GENERAL FD	27.0790000	\$1,280.02			
RE 3 F M M/L OVRD	1.5370000	\$72.65			
RE 3 F M BOND RED	7.6620000	\$362.18			
Taxes Billed 2024	70.4270000	\$3,329.08			

* Credit Levy

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

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

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

| BOARD OF COUNTY COMMISSIONERS 9:00 A.M. | MARCH 4, 2025 |
LEHNERZ AMENDED PLAT

GENERAL BUSINESS

TABLE OF CONTENTS

- **File Summary**
- **Original Subdivision Plat**
- **Original Submittal**
 - Application
 - Right to Farm
- **Applicant Narrative**
- **Site Plan / Maps**
- **Proof of Ownership**
 - Current Title Insurance Commitment
- **Utilities**
 - Septic
 - Electric
- **Additional Application Information**
 - Architectural Approval
 - Soil Map
 - Tax Account Statement



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

February 11, 2025

James and Nancy Lehnerz
24 Arapahoe Circle
Weldona, CO 80653
Sent via email: [REDACTED]

Dear Applicant/Landowner:

Your Application for an Amended Plat will go to review and decision by the Board of County Commissioners. The general business meeting for the Board of County Commissioners will be held on **Tuesday, March 4, 2025 at 9:00 A.M.**

You are welcome to attend, but it is not required.

Your Application for a Conditional Use Permit has been received by our office and will be reviewed administratively if your amended plat is approved by the Board of County Commissioners. If the Administrator deems necessary, the application may go to review and decision by the Planning Commission and Board of County Commissioners. The permit fee difference would be the responsibility of the Applicant. A decision will be made on **Monday, March 31, 2025.**

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**

**BOARD OF COUNTY COMMISSIONERS
FILE SUMMARY
March 4, 2025**

APPLICANTS and LANDOWNERS: James and Nancy Lehnerz

This application is to amend and combine Lots 23, 24, and 25 in the Jackson Lake Recreational Vehicle Park Subdivision, a subdivision located in the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 27, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, otherwise known as 24 Arapahoe Circle Weldona, CO 80653. The purpose of the application is to combine the three lots to allow enough room for the placement of a doublewide manufactured home and to extend the stick built garage.

The property is in the Jackson Lake Village zone, Wiggins fire district, and currently has a garage, single wide mobile home and a shed on the property. A demolition permit will be obtained to remove a metal garage and the single wide mobile home.

In reviewing an application for an amended plat to vacate interior lot lines in a previously approved subdivision, the Board of County Commissioners shall apply the criteria as listed from Section 10-200(G)(1) of the Morgan County Subdivision Regulations.

- a) No additional lots will be created by the vacation.
- b) The vacation is keeping with the purpose and intent of these Subdivision Regulations.
- c) The vacation will not create a nonconforming setback for any existing buildings.
A variance was issued in 1997 for the side setback of the existing stick built garage.
- d) The resultant lot will meet the requirements of the applicable zone district, including those requirements in Appendix B of the County's Zoning Regulations.
- e) The vacation will not adversely affect access, drainage or utility easements or rights-of-way serving the property or other properties in the area.
- f) The plat adequately renames or renumbers the combined lots to Lot 24A.
- g) The lot line vacation is consistent with the goals and policies of the County's Comprehensive Plan.

Nicole Hay
Morgan County Planning Administrator

ORIGINAL SUBDIVISION PLAT

ORIGINAL SUBMITTAL

Original Application

Right to Farm



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

PERMIT # AP2025 - 0002

Date Received 1/30/25 Received By JS
 Fee: Administrative Review \$ 400 Full Review \$ 400
 CC #: 802 Paid 1/23/25 Recording Fee \$ _____
 Ck/CC #: _____ Paid _____/_____/_____ PC Date: _____/_____/_____
 100 Year Floodplain? Y N Taxes Current? Y N

BOUNDARY LINE ADJUSTMENT, AMENDED PLAT, REPLAT, AND PLAT VACATIONS APPLICATION

Landowner MUST Sign Application and Right to Farm Policy

APPLICANT

Name Jin and Nancy Lehnerz
 Address 25402 CR 3 Lots 23, 24, 25
Weldona, CO 80653
 Phone [REDACTED]
 Email [REDACTED]

LANDOWNER

Name James P and Nancy Lucille Lehnerz
 Address 25402 CR 3 Lots 23, 24, 25
Weldona, CO 80653
 Phone [REDACTED]
 Email [REDACTED]

SURVEYOR

Name Merle Hoos Email mrh.amw@gmail.com
 Address 331 South 4th Avenue Phone (303) 659-1532

Minimum Lot Size Requirements:

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

PROPERTY LEGAL DESCRIPTION AND TECHNICAL INFORMATION

Address of Property to be divided (or general location if not yet addressed): **Attach extra pages if needed**
024 Arapaho Circle Weldona, CO 80653

Parcel #: 097127201023- Zone District: JLV
 S: 27 T: 5 R: 60 _____ 1/2 _____ 1/4 _____ 1/4
 Total acreage in parcel: _____ Number of lots to be created: 1

Is property located within 1320' (1/4) of a livestock confinement facility? Y/N
 Distance and Direction to Nearest Community: JLV

PRESENT use of property Residential
 PROPOSED use of property Residential

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED

APPLICATION REQUIRED ATTACHMENT LIST

Additional information may be required by staff

Application Fee:

- Non-Refundable Application Fee due with application
*-Made payable to Morgan County Planning & Zoning
Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 5 hours.

Project Narrative:

- Narrative to include:
- Project Description
 - Purpose of request
 - Additional information to show project's intent
 - How project will relate to or impact existing adjacent uses
 - General topography of land and potential hazards
 - If property is in the floodplain, give Zone, panel number, and panel date *-See link <https://msc.fema.gov/portal/home>*

Site Plans/Maps:

- Plat map (survey) per requirements set forth in the Morgan County Subdivision Regulations Section 6-170-- **(SUBMIT ELECTRONICALLY)**
- Improvement location certificate, including setbacks of existing structures, wells and septic system **(SUBMIT ELECTRONICALLY)**
- Include any **easements** required for the project-widths and other pertinent information.
May be required to supply copies of easement agreements

Proof of Ownership:

- Current** title insurance commitment (within last **6 months**)
- Names, addresses and phone numbers for all property owners

Utilities/Access:

- Water (if applicable)** Water tap must be paid in full and well must be fully operational, before plat can be recorded.
- Septic System (if applicable)**
- Existing Septic System - Evaluation of adequacy in terms of today's regulations from local Health Department
 - Private System - "Will Serve Letter" or bill
 - Proposed Septic System - "Will Serve Letter"
 - Public System - "Will Serve Letter" or bill
- Electric (if applicable)** (Electric bill or letter of commitment from electricity provider)
- Driveway Permit (if applicable)** from CDOT or Morgan County Road and Bridge (If required by staff)

Technical:

- Ditch Company-** Proof of contact if there is a ditch on or next to your property
- Soil Map** From Morgan Conservation District showing suitability for sanitary facilities, and building site development for site specific soil
- Right to Farm Policy** signed by Landowner (attached)

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

Plat map recording fee

\$13.00 first page
\$10.00 per page thereafter
___ # additional pages x 10=\$ + \$13= \$ Total Recording Cost

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

Additional Information required by staff: Architectural Approval Letter, Statement of Authority
 # Paper Application Sets Digital Copy of Complete Application
One sided only please

LANDOWNER AND APPLICANT STATEMENTS

Property taxes must be current prior to processing application.

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

James P Lehmy 1-23-25
Applicant Signature Date

James P Lehmy 1-23-25
Landowner Signature Date

Nancy Lehmy 1/23/25
Applicant Signature Date

Nancy Lehmy 1/23/25
Landowner Signature Date

1/24/25
James Peter Lehmy and
Nancy Lucille Lehmy Revocable
Trust.

We are trustees of the Trust

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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

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

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

RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

To Be Signed by Landowner

x James P Lehner
 x Nancy Lehner / 1/23/05
 Signature of James Peter Lehner & Date
Nancy Luella Lehner Receivable Trust
 Printed Name NANCY LEHNER
JAMES PETER LEHNER
 Address NANCY LUELLA LEHNER & 1/24/05
Receivable Trust
25402 County Rd 3 - Lot 23 24 25
Weldona, CO 80653

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

STATEMENT OF AUTHORITY
(Section 38-30-172, Colorado Revised Statutes)

1. This Statement of Authority relates to an entity named: the James Peter Lehnerz and Nancy Lucille Lehnerz Revocable Trust.
2. The type of entity is a Trust
3. The Entity is formed under the laws of California
4. The mailing address of the entity is: 6481 West Arkansas Ave., Lakewood, CO 80232
5. The name or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is James Peter Lehnerz and/or Nancy Lucille Lehnerz, or either of them individually
6. The authority of the foregoing person(s) to bind the entity is limited as follows: N/A
7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 11 day of May, 2010

James Peter Lehnerz
James Peter Lehnerz, Trustee

Nancy Lucille Lehnerz
Nancy Lucille Lehnerz, Trustee

State of COLORADO

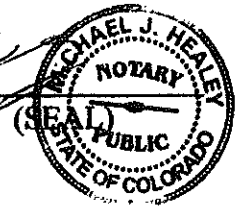
County of DEANER)ss.

The foregoing instrument was acknowledged before me on May 11, 2010 by James Peter Lehnerz and Nancy Lucille Lehnerz, as Trustees of the James Peter Lehnerz and Nancy Lucille Lehnerz Revocable Trust.

Witness my hand and official seal.

My commission expires: 5/27/2013

Michael J. Healey
Notary Public



APPLICANT NARRATIVE

March 19, 2025

Morgan County Planning, Zoning & Building Dept.
231 Ensign, P.O.Box 596
Fort Morgan, Co. 80701

Subject Project Narrative & Purpose of Request:

AMENDED PLAT APPLICATION :

1. The Description and Purpose: To comply with the county rules of incorporating 3 lots without lot lines. This will enable us hopefully to purchase and install a new modular home 66' X 30' 3bed/2bath Lulamae 3 to be installed after the permits are approved by Morgan County Planning, Zoning & Building Dept. Also the extension of the current garage by a licensed Contractor sanctioned by Morgan County. We will be purchasing the modular from Clayton Homes located at 3455 West Service Rd., Evans, Co. 80620. The Project Manager in charge is Bill Dunn. Clayton Homes will be responsible to prep the site and install the home.
2. Additional information to show project intent includes Site Plans/Amended Plat AP2024 (2 Sheets)/ Improvement Location Certificate/map Survey, & improvement location Certificate showing improvements that is being removed which has been Completed By Merle Hoos, PLS American West Land Surveying Co. 331 S. 4th Ave. Brighton, Co. 80601. **SUBMITTED ELECTRONICALLY.** Proof of Ownership Attached Title from Fort Morgan Title Co. Soil map (attached document from Morgan Conservation District). Jackson Lake Property Owners HOA approval letter (attached document)
3. Don't know of any impacts to existing. Don't believe there would be any potential hazards. Not flood plain.

4. Please see the current improvement location certificate/map and survey from American West Land Surveying Company for the removal of improvements. The time line for the current improvement removal has not yet been finalized but speculating April providing all permits are approved. We are hesitant to even purchase the new home before we have the permit approvals.

Sincerely,

Jim and Nancy Lehnerz
25402 County Rd. 3
Lots 23, 24, & 25
Weldona, Co. 80653

Phone: lan line [REDACTED]
Cell [REDACTED]
Cell [REDACTED]

Email: [REDACTED]

Project Narrative

1. Project included improvements to our lot at Jackson Lake
Property owner

2. Purpose is again to place new home.

We doing an amended plat to remove lot lines.

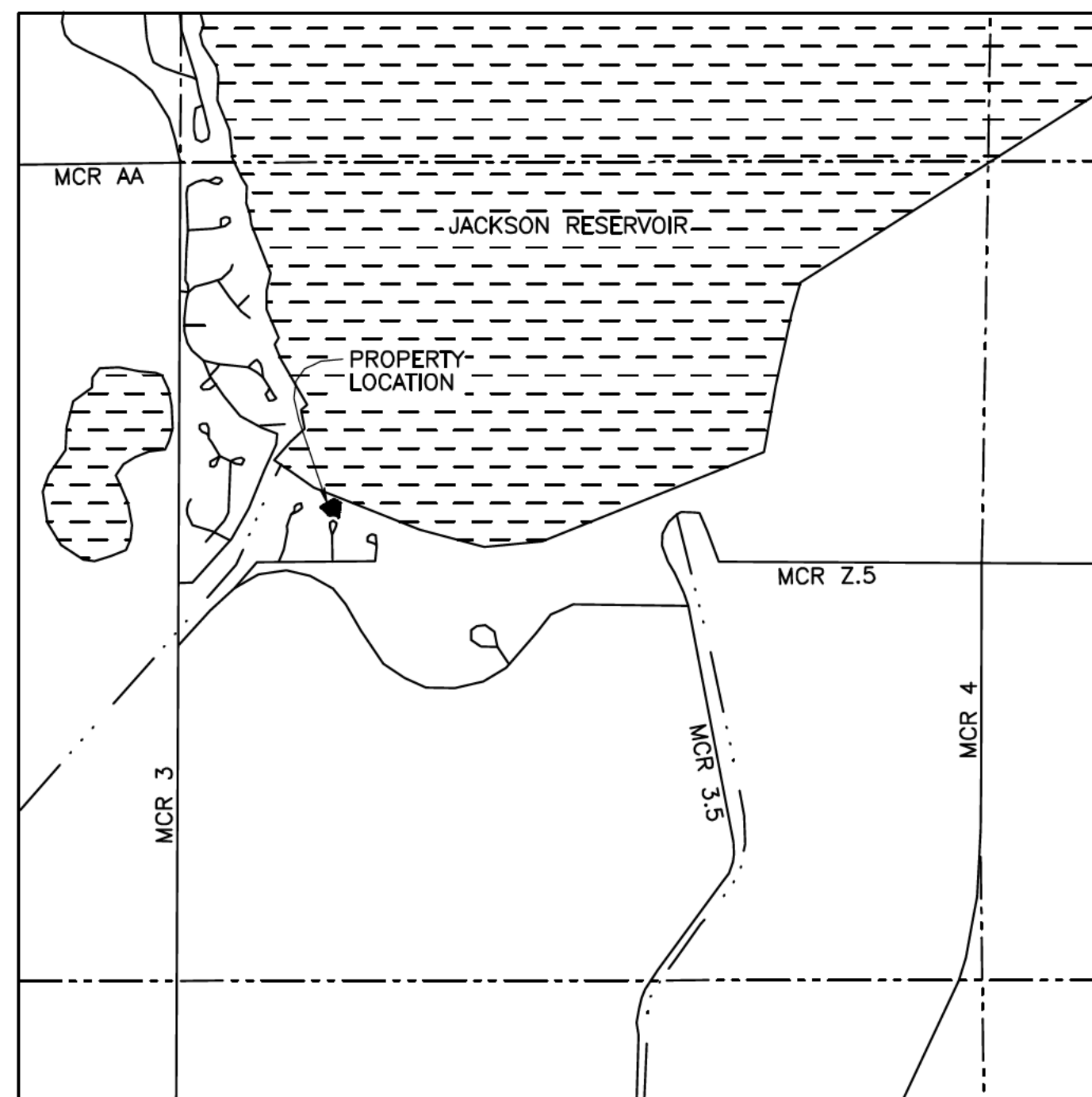
* James Peter Lehman
Nancy Lucille Lehman
Revocable Trust

SITE PLAN / MAPS

J & N Lenherz Amended Plat AP2025-XXXX

Being an Amendment of Lots 23, 24 & 25, Jackson Lake Recreational Vehicle Park Subdivision
 Located in the West 1/2 of the Northwest 1/4 of Section 27,
 Township 5 North, Range 60 West of the 6th P.M.,
 County of Morgan, State of Colorado

Sheet 1 of 2



VICINITY MAP
 SCALE: 1"=1000'

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT JAMES PETER LEHNERZ & NANCY LUCILLE LEHNERZ REVOCABLE TRUST, BEING THE SOLE OWNER OF THAT PARCEL OF LAND IN MORGAN COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LOTS 23, 24, AND 25, JACKSON LAKE RECREATIONAL VEHICLE PARK, BEING A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 60 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST 1/4 NORTH 00°30'00" EAST, A DISTANCE OF 367.89 FEET; THENCE SOUTH 89°30'00" EAST, A DISTANCE OF 946.36 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 25 AND THE POINT OF BEGINNING; THENCE COINCIDENT WITH THE NORTHWESTERLY LINE OF SAID LOT 25 NORTH 58°15'43" EAST, A DISTANCE OF 50.11 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 24; THENCE COINCIDENT WITH THE NORTHERLY LINE OF SAID LOTS 24 NORTH 58°55'30" EAST, A DISTANCE OF 53.04 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 23; THENCE COINCIDENT WITH THE NORTHERLY LINE OF SAID LOT 23 SOUTH 59°24'04" EAST, A DISTANCE OF 51.96 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 23; THENCE COINCIDENT WITH THE EASTERLY LINE OF SAID LOT 23 SOUTH 07°32'43" WEST, A DISTANCE OF 99.57 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 23 AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 74°15'44", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 78°57'42" WEST, A DISTANCE OF 60.56 FEET; THENCE COINCIDENT WITH THE SOUTHERLY LINE OF SAID LOTS 23, 24, AND 25 AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.81 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 25; THENCE COINCIDENT WITH THE WESTERLY LINE OF SAID LOT 25 NORTH 45°16'26" WEST, A DISTANCE OF 85.07 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.22 ACRES, MORE OR LESS, COUNTY OF MORGAN, STATE OF COLORADO.

HAS BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF J & N LEHNERZ AMENDED PLAT APR2025-XXXX

EXECUTED THIS ____ DAY OF _____, 20____.

JAMES PETER LEHNERZ & NANCY LUCILLE LEHNERZ REVOCABLE TRUST
 JAMES LEHNERZ - TRUSTEE

JAMES PETER LEHNERZ & NANCY LUCILLE LEHNERZ REVOCABLE TRUST
 NANCY LEHNERZ - TRUSTEE

STATE OF COLORADO }
 COUNTY OF _____ } ss.

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

MY COMMISSION EXPIRES _____.

WITNESS MY HAND AND SEAL.

 NOTARY PUBLIC

COMMISSIONER'S CERTIFICATE:

APPROVED THIS ____ DAY OF _____, 20____ BY THE BOARD OF COUNTY COMMISSIONERS OF 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.

CHAIRMAN _____

ATTEST: _____

CLERK TO THE BOARD _____

(SEAL)

SURVEYOR'S CERTIFICATE:

I, MERLE R. HOOS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME TO DETERMINE OWNERSHIP.

MERLE R. HOOS P.L.S. 38046
 FOR AND ON BEHALF OF
 AMERICAN WEST LAND SURVEYING CO.,
 A COLORADO CORPORATION

MORGAN COUNTY NOTES:

- 1) MORGAN COUNTY IS NOT RESPONSIBLE FOR THE QUANTITY OR QUALITY OF WATER SUPPLIED TO THIS AMENDED PLAT.
- 2) ANY PAST, PRESENT OR FUTURE DRAINAGE PROBLEMS ON THIS PROPERTY ARE THE RESPONSIBILITY OF THE LANDOWNER AND THEIR SUCCESSORS AND NOT THAT OF MORGAN COUNTY.

SURVEYOR NOTES:

- 1) BASIS OF BEARING: THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 60 WEST OF THE 6TH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°30'00" EAST, AS SHOWN ON THE RECORDED PLAT OF JACKSON LAKE RECREATIONAL VEHICLE PARK, AND AS MONUMENTED HEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
- 2) DISTANCES SHOWN ON THIS LAND SURVEY PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- 3) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 4) ANY PERSON WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY PUBLIC LAND SURVEY MONUMENT, AS DEFINED BY SECTION 38-53-103 (18), C.R.S., OR CONTROL CORNER, AS DEFINED IN SECTION 38-53-103 (6), C.R.S., OR A RESTORATION OF ANY SUCH MONUMENT OR WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY BEARING TREE KNOWING SUCH IS A BEARING TREE OR OTHER ACCESSORY, AS DEFINED BY SECTION 38-53-103 (1), C.R.S., EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT OR ACCESSORY IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT OR ACCESSORY REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S.
- 5) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.
- 6) EASEMENTS AND RIGHTS OF WAY AS SHOWN HEREON WERE PROVIDED BY NORTHERN COLORADO TITLE SERVICES CO., INC. ORDER NO. NTC25332 DATED JANUARY 22, 2025.

CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O.CLOCK, ____M,
 THIS ____ DAY OF _____, 20____, AND IS DULY RECORDED IN PLAT FILE _____.

CLERK AND RECORDER _____

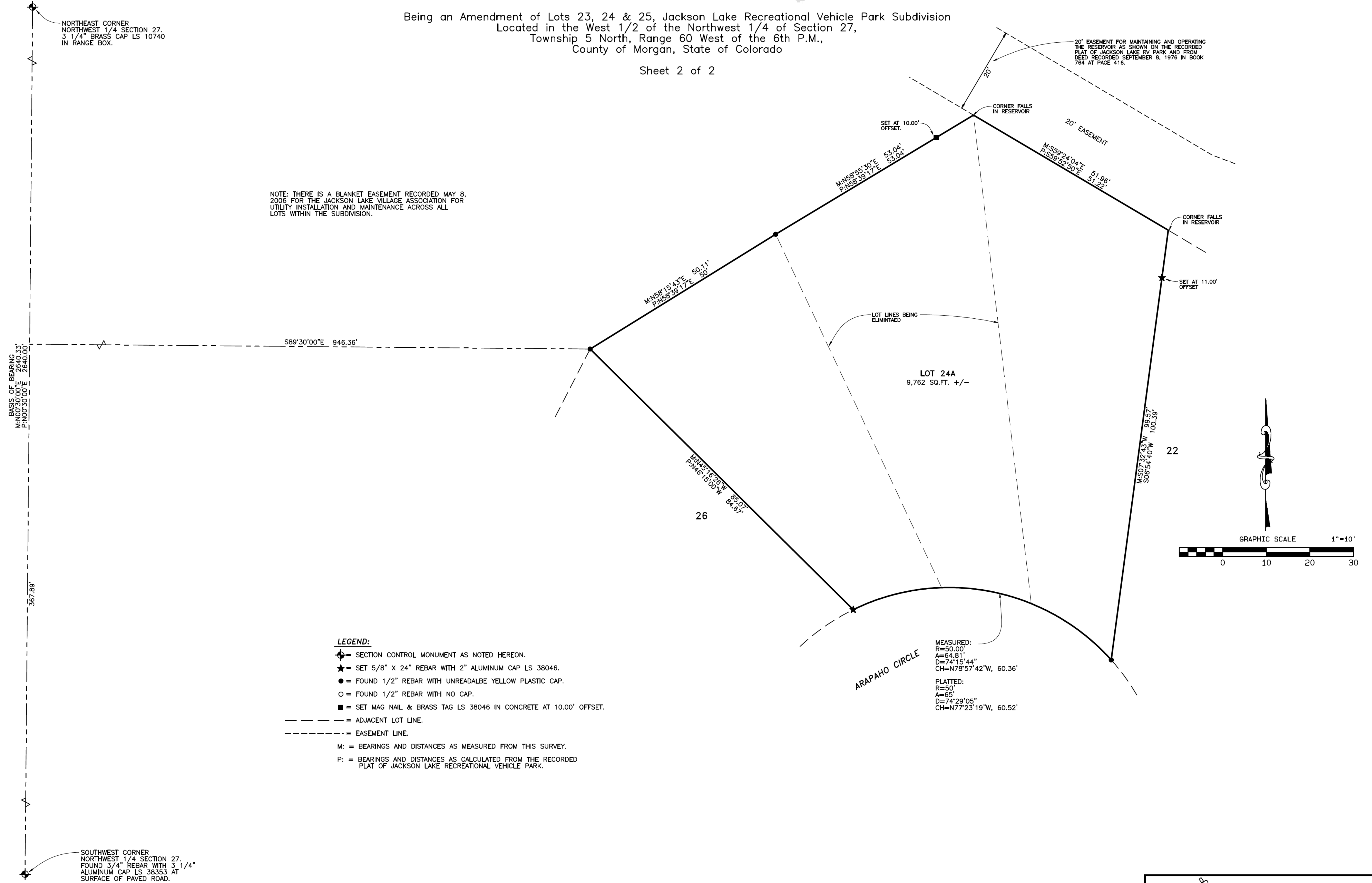
American West
Land Surveying Co.
 A Family Owned Corporation Since 1991
 PO Box 129, Brighton, CO 80601 * P:303-659-1532 * mrh.amw@gmail.com
 SCALE 1" = 10' | DRAWN BY: MRH | CHECKED BY: CDH | DATE: December 9, 2024
 JOB NO: 24-276 | REVISIONS: 2/4/2025

J & N Lenherz Amended Plat AP2025-XXXX

Being an Amendment of Lots 23, 24 & 25, Jackson Lake Recreational Vehicle Park Subdivision
 Located in the West 1/2 of the Northwest 1/4 of Section 27,
 Township 5 North, Range 60 West of the 6th P.M.,
 County of Morgan, State of Colorado

Sheet 2 of 2

NOTE: THERE IS A BLANKET EASEMENT RECORDED MAY 8, 2006 FOR THE JACKSON LAKE VILLAGE ASSOCIATION FOR UTILITY INSTALLATION AND MAINTENANCE ACROSS ALL LOTS WITHIN THE SUBDIVISION.



LEGEND:

- ◆ = SECTION CONTROL MONUMENT AS NOTED HEREON.
- ★ = SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP LS 38046.
- = FOUND 1/2" REBAR WITH UNREADABLE YELLOW PLASTIC CAP.
- = FOUND 1/2" REBAR WITH NO CAP.
- = SET MAG NAIL & BRASS TAG LS 38046 IN CONCRETE AT 10.00' OFFSET.
- = ADJACENT LOT LINE.
- - - - - = EASEMENT LINE.
- M: = BEARINGS AND DISTANCES AS MEASURED FROM THIS SURVEY.
- P: = BEARINGS AND DISTANCES AS CALCULATED FROM THE RECORDED PLAT OF JACKSON LAKE RECREATIONAL VEHICLE PARK.

American West
Land Surveying Co.
 A Family Owned Corporation Since 1991
 PO Box 129, Brighton, CO 80601 * P:303-659-1532 * mrh.amw@gmail.com
 SCALE 1" = 10' | DRAWN BY: MRH | CHECKED BY: CDH | DATE: December 9, 2024
 JOB NO: 24-351 | REVISIONS: 2/4/2025

PROOF OF OWNERSHIP

Current Title Insurance Commitment

NORTHERN COLORADO TITLE SERVICES CO., INC.
205 W. KIOWA AVENUE
FORT MORGAN, CO 80701
TELEPHONE (970)867-0233 *** FAX (970)867-7750

DATE: January 22, 2025
ORDER NO.: NCT25332
PROPERTY ADDRESS: 24 ARAPAHOE CIRCLE, Weldona, CO 80653

OWNER/PURCHASER: JAMES PETER LEHNERZ AND NANCY LUCILLE LEHNERZ REVOCABLE TRUST

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

To: JAMES PETER LEHNERZ AND NANCY LUCILLE LEHNERZ REVOCABLE TRUST
[REDACTED]
TO PICK UP 01/24/2025

ATTN: NANCY LEHNERZ
Fax No.:

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

**E-MAIL ADDRESS FOR CLOSING DOCUMENTS: closing@ncts.com
HAVE A WONDERFUL DAY!!!**

<input checked="" type="checkbox"/> COMMITMENT TBD	<input type="checkbox"/> OWNERS TITLE POLICY
<input type="checkbox"/> AMT DUE IS ON SCHEDULE A (INVOICE)	
<input type="checkbox"/> PROPERTY REPORT	<input type="checkbox"/> MORTGAGEES TITLE POLICY
<input type="checkbox"/> AMT DUE IS ON PROPERTY REPORT (INVOICE)	
<input type="checkbox"/> MORTGAGE/FORECLOSURE GUARANTY	<input type="checkbox"/> DOCUMENTS
<input type="checkbox"/> SURVEY / ILC	<input type="checkbox"/> OTHER / INVOICE



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

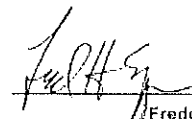
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

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

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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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File No.: NCT25332

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

4. COMPANY'S RIGHT TO AMEND

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

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File No.: NCT25332

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



5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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File No.: NCT25332

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

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

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File No.: NCT25332

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25332
Issuing Office File No.: NCT25332
Property Address: 24 ARAPAHOE CIRCLE, Weldona, CO 80653

1. Commitment Date: **January 21, 2025 at 08:00 AM**

Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (07/01/21)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

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

Fee Simple

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

JAMES PETER LEHNERZ AND NANCY LUCILLE LEHNERZ REVOCABLE TRUST

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File No.: NCT25332

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



SCHEDULE A
(Continued)

5. The Land is described as follows:

Lot 23, 24 and 25, JACKSON LAKE RECREATIONAL VEHICLE PARK SUBDIVISION, a Subdivision located in the W1/2NW1/4 of Section 27, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, according to the Plat recorded DECEMBER 1, 1975 in Book 5 at page 14, Morgan County, Colorado records, together with a non-exclusive easement appurtenant to said Lots in accordance with the Declaration of Covenants, Conditions and Restrictions recorded DECEMBER 4, 1975 in Book 755 at page 946 and Amendment to said Declaration recorded FEBRUARY 13, 1976 in Book 758 at page 733. Additional Covenants, Conditions and Restrictions recorded on JULY 8, 1996 in Book 997 at page 24, together with an undivided 1/350 interest in Common Area according to said Declaration of Covenants, Conditions and Restrictions as amended. Amended and restated Declaration of Covenants recorded May 8, 2006 in Book 1242 at page 383.

and commonly known as (for informational purposes only): 24 ARAPAHOE CIRCLE, WELDONA, CO 80653

stewart
title guaranty company

Northern Colorado Title Services Co., Inc.



Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO



Denise Carraux
Secretary

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25332

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from JAMES PETER LEHNERZ AND NANCY LUCILLE LEHNERZ REVOCABLE TRUST to TO BE DETERMINED, conveying the land described herein.
 - b. Copy of the Trust Agreement for JAMES PETER LEHNERZ AND NANCY LUCILLE LEHNERZ REVOCABLE TRUST. This should be reviewed to ensure that the proposed transaction is one in which the trust is authorized to enter and the parties (trustees) are authorized to execute the necessary documents. This should not be recorded, but a copy maintained in the file.
 - c. Dollar amount of Policy coverage must be provided to the Company.
 - d. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

NOTE: Statement of Authority for THE JAMES PETER LEHNERZ AND NANCY LUCILLE LEHNERZ REVOCABLE TRUST recorded June 16, 2010 at Reception No. 862000 discloses the following person(s) has the authority to execute documents affecting title on behalf of the entity:
JAMES PETER LEHNERZ, Trustee
NANCY LUCILLE LEHNERZ, Trustee

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

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25332

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Reservation as contained in United States Patent recorded JUNE 22, 1918 in Book 107 at Page 473 as follows: Right of way for ditches or canals constructed by the authority of the United States.

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



SCHEDULE B PART II

(Continued)

9. Right of way for ROAD purposes as specified in ROAD PETITION recorded OCTOBER 13, 1908 in Book 73 at Page 1, said road to be not less than 60 feet in width.
10. Map and Sworn Statement - PAWNEE PASS RESERVOIR AND CANAL SYSTEM, consisting of main canal, Jackson Lake, Orchard and 3 Wild Cat Reservoirs, as described in Special File No. 20, filed JULY 1, 1896; Map and Statement - JACKSON LAKE RESERVOIR AND INLET AND OUTLET CANALS, as described in Special File A. 51, filed JULY 9, 1903 and any property lying West of the High Water line of JACKSON LAKE as per Deed recorded SEPTEMBER 25, 1973 in Book 739 at Page 590.
11. Reservation of all oil, gas and mineral rights owned by grantor in and to the subject property as contained in Deed from PAUL L. BRIGGS, ET AL to MARTIN L. ESSMAN, SR., recorded APRIL 18, 1961 in Book 643 at Page 142.
12. Reservation of all oil, gas and mineral rights owned by grantor in and to the subject property as contained in Deed from VIRGINIA HOYT TURNBULL to MARTIN L. ESSMAN, SR., recorded JUNE 13, 1961 in Book 645 at Page 255.
13. Reservation of all oil, gas and mineral rights owned by grantor in and to the subject property as contained in Deed from MARTIN L. ESSMAN, SR. to ROBERT H. MENG, recorded JULY 13, 1961 in Book 646 at Page 317.
14. Easements for the installation and maintenance of utilities, drainage and roadways are preserved as described on the recorded plat of JACKSON LAKE RECREATIONAL VEHICLE PARK SUBDIVISION recorded DECEMBER 1, 1975 in BOOK 5 at PAGE 14 and as contained in the Declaration of Covenants, Conditions and Restrictions recorded DECEMBER 4, 1975 in BOOK 755 at PAGE 946 and Amendment of said Declaration recorded February 13, 1976 in Book 758 at Page 733. Amended and Restated Declaration of Covenants recorded May 8, 2006 in Book 1242 at page 383.
15. Terms, covenants, conditions, obligations and restrictions contained in the Declaration for JACKSON LAKE RECREATIONAL VEHICLE PARK SUBDIVISION recorded DECEMBER 4, 1975 in BOOK 755 at PAGE 946 and AMENDMENT recorded FEBRUARY 13, 1976 in BOOK 758 at PAGE 733. Amended and Restated Declaration of Covenants recorded May 8, 2006 in Book 1242 at page 383.
16. Terms, conditions, provisions, agreements, burdens and obligations as contained in EASEMENT AGREEMENT by and between JACKSON LAKE R.V. PARK, LTD., A COLORADO CORPORATION and EUGENE E. LALLI, ET AL, recorded SEPTEMBER 8, 1975 in Book 764 at Page 416.
17. Terms, conditions, provisions, agreements, burdens and obligations as contained in ADDITIONAL RULES by and between BOARD OF DIRECTORS OF JACKSON LAKE PROPERTY OWNERS ASSOCIATION, INC. and PROPERTY OWNERS, recorded JUNE 24, 1985 in Book 869 at Page 536, AMENDMENTS TO SAID RULES RECORDED AUGUST 13, 1985 IN BOOK 871 AT PAGE 115; AUGUST 14, 1986 IN BOOK 882 AT PAGE 495; MAY 16, 1988 IN BOOK 902 AT PAGE 996; AND FEBRUARY 1, 1990 IN BOOK 919 AT PAGE 310.
18. Easement and right of way for TELECOMMUNICATION FACILITIES purposes as granted by JACKSON LAKE PROPERTY OWNERS ASSOCIATION to U.S. WEST COMMUNICATIONS, INC., A COLORADO CORPORATION as contained in instrument recorded MAY 14, 1996, in Book 994 at Page 468, the location of said easement and right of way not being specifically defined.

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



SCHEDULE B PART II

(Continued)

19. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT by and between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and CITY OF FORT MORGAN, recorded JUNE 6, 1996 in Book 995 at Page 552.
20. Covenants, conditions, restrictions, terms and obligations, which do not contain a forfeiture or reverter clause, as contained in INSTRUMENT recorded JULY 8, 1996 in Book 997 at Page 24. Amended and Restated Declaration of Covenants recorded May 8, 2006 in Book 1242 at page 383.
21. Terms, conditions, provisions, agreements, burdens and obligations as contained in BYLAWS by and between JACKSON LAKE PROPERTY OWNERS and THEMSELVES, recorded JULY 8, 1996 in Book 997 at Page 39. Correction to By-Laws recorded October 6, 1999 in Book 1060 at Page 492.
22. Terms, conditions, provisions, agreements, burdens and obligations as contained in LICENSE AGREEMENTS by and between JACKSON LAKE RESERVOIR AND IRRIGATION COMPANY and U.S. WEST COMMUNICATIONS, INC., recorded AUGUST 23, 1996 in Book 999 at Page 228, and in Book 999 at Page 237, and in Book 999 at Page 246.
23. Easements for utility and access purposes as shown on the recorded plat of LAND SURVEY PLAT, recorded APRIL 13, 2018 at Reception No. 1601881 .
24. Subject to fence lines as shown on LAND SURVEY PLAT, recorded APRIL 13, 2018 at Reception No. 1601881.
25. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; AND (D) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 9, 1992 IN BOOK 947 AT PAGE 824.

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File No.: NCT25332

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

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

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

UTILITIES

Septic

Electric

Campbell Custom Services, LLC
25402 Rd 3 Lot 157
Weldona, CO 80653

Campbell Custom Services LLC certifies the test results of a private sewage disposal vault located at Jackson Lake Village.

A 24-hour test was performed on a private sewage disposal vault at a level of 75% total liquid capacity or greater. The vault was sealed for a period of 24 hours or longer.

Re-certification is required every four years.

Test Data

Starting Volume: 54.5 inches Ending Volume: 54.5 inches
Time Test Started 8:10 AM Time Test Ended 8:12 AM
Date Test Started 5/4/21 Date Test Ended 5/5/21

Total Vault Capacity: 1000 Gallons

All plumbing connections intact: Yes

Level Indicator intact & in working order: Yes

Property Owner: Lehnerz J
Lot Number: 24

Tested by: Mike Linton
Campbell Custom Services LLC
Copies sent to:
Northeast Colorado Health Dept/JLPOA

Campbell Custom Services

25402 COUNTY ROAD 3
LOT 157/158
CO 80653

Invoice

Date	Invoice #
5/22/2021	2704

Bill To
Jim Lehnertz 6481 W Arkansas Ave Lakewood, Co 8232

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Vault Certification and Records Processing	45.00	45.00
	Septic Tank Pumping and Disposal	65.00	65.00
	#765		

Thank you for your business.
Please make checks payable to Campbell Custom Services

Total

\$110.00



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

**TOTAL
AMOUNT DUE**
\$45.57
AutoPay on
01/15/2025

* IMPORTANT * This is an optional annual prepayment plan. If you would like to prepay on your account simply add this amount to 'AMOUNT DUE' shown on this statement. \$840.36

See next page for bill details.

Account Information		Balance Summary	
Account #:	2060900	Previous Balance	\$46.36
Customer Name:	JIM LEHNERZ NANCY LEHNERZ	Payment(s)	-\$46.36
Statement Date:	01/01/2025	Balance Before Current Charges	\$0.00
Current Bill Due Date:	01/15/2025	Total Current Charges	\$45.57
Mailing Address:	25402 COUNTY ROAD 3 LOT 23-25 WELDONA CO 80653-9100	Total Amount Due	\$45.57

IMPORTANT CUSTOMER INFORMATION

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



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

Account Number	2060900
Statement Date	01/01/2025
AutoPay on 01/15/2025	\$45.57
AutoPay - Do Not Send Payment	

PAY BY PHONE: 855-951-3595
ONLINE: Check or credit/debit card at www.mcrea.org or download the mobile SmartHub app.



1162 0 AV 0.545
JIM LEHNERZ
NANCY LEHNERZ
25402 COUNTY ROAD 3 LOT 23-25
WELDONA CO 80653-9100

5 1162
C-5

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



ADDITIONAL APPLICATION INFORMATION

Architectural Approval

Soil Map

Tax Account Statement



Jackson Lake
Property Owners Association

Architectural Application
(section 2a- Revised 6/ 13/2011)

Date 1/18/2025

Name: JIM + NANCY Lehnerz

Address: 25402 County Rd 3 Lots 23, 24, 25
Wetolona, Co. 180653

Lot # (s): 23, 24, 25

Phone #: [REDACTED]

Date / time received by the architectural advisory committee: 1/18/25

Approval subject to applicant providing the following required information:


- Copy of Morgan County Building Permit
- Copy of Morgan County Variance Approval Resolution
- Copy of Northeast Colorado Health Department Holding Vault Permit
- Copy of Survey Plat, for all buildings over 120 sq. ft and fences along association property lines.


Applicant agrees to assume all responsibility for property boundaries and setbacks of all improvements upon the subject property. Applicant is required to locate all underground utilities and will incur all costs of repairs to any such utility if necessary.

****Please attach a drawing, with dimensions, of lot, improvements and placement on lot.****

**** Must have Lot survey before any move-ins or fencing****

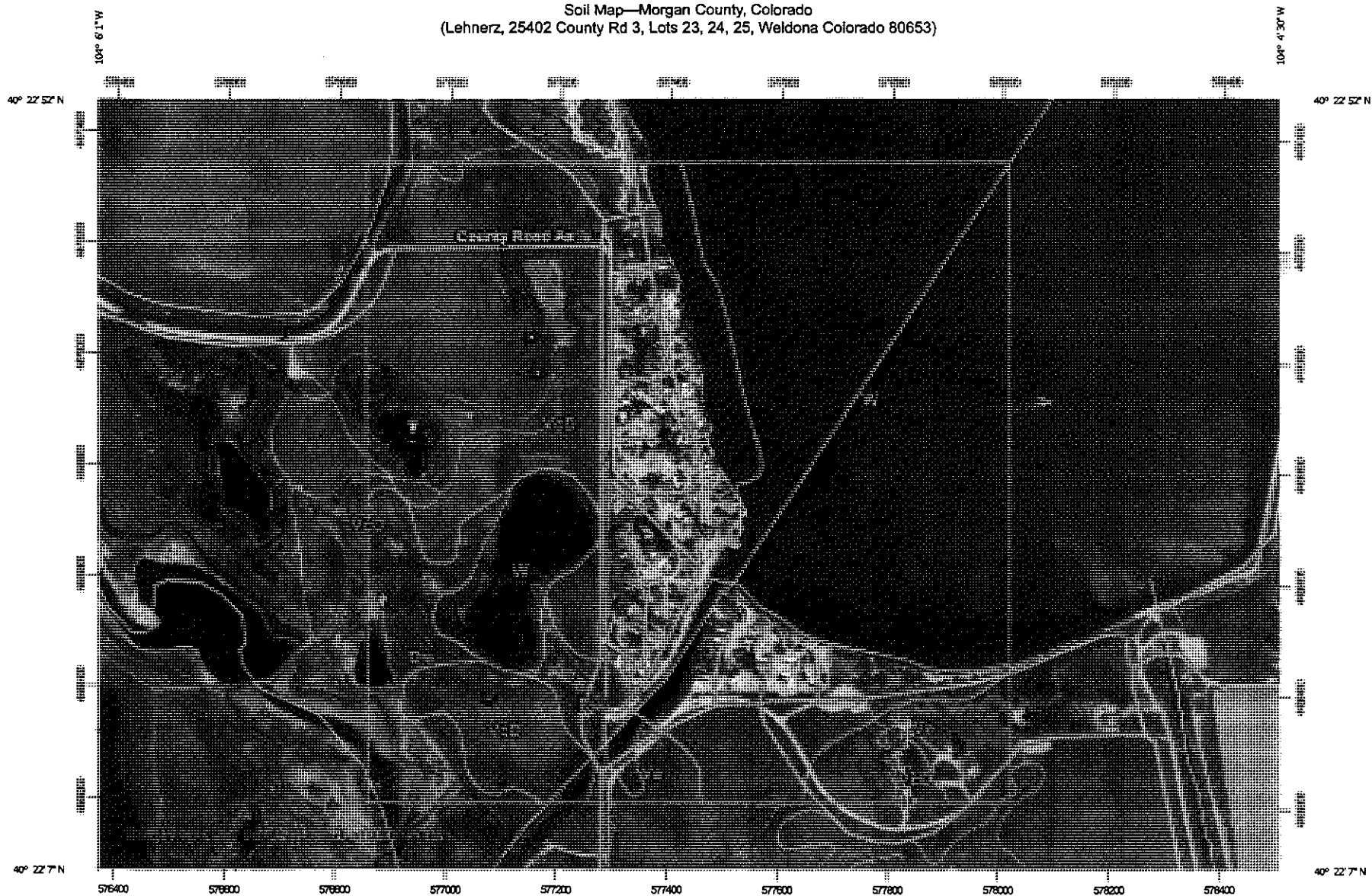
Approved by: JLPOA Board of Directors - 3 Board Member signatures required

Ryan Sturtevant 

Margaret Perry 

[Signature]

Soil Map—Morgan County, Colorado
(Lehnerz, 25402 County Rd 3, Lots 23, 24, 25, Weldona Colorado 80653)



Map Scale: 1:9,770 If printed on A landscape (11" x 8.5") sheet.

0 100 200 400 600 Meters

0 450 900 1800 2700 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84







































Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

1/15/2025
Page 1 of 3

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Morgan County, Colorado
 Survey Area 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: Jun 8, 2021—Jun 12, 2021

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
Dw	Dwyer sand, wet variant	27.7	8.3%
VcD	Valent sand, 3 to 9 percent slopes	158.3	47.6%
Ve	Valent-Dwyer sands, terrace, 0 to 3 percent slopes	20.7	6.2%
W	Water	126.2	37.9%
Totals for Area of Interest		332.8	100.0%

Morgan County Treasurer

Statement of Taxes Due

Account Number M000915

Parcel 097127201023

Assessed To

LEHNERZ, JAMES PETER & NANCY LUCILLE REV TRUST
 6481 W ARKANSAS AVE
 LAKEWOOD, CO 80232

Legal Description

Situs Address

Subd: JACKSON LAKE RV PARK SUB, WE (27-5-60) MBL HOME TITLE: 15E458465 SERIAL: 024 ARAPAHO CIRC
 S10738 YEAR: 1967 MAKE: CONTINENTAL CITATION SIZE: 12 X 61 SPACE: 024

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 02/13/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 341 - 341 - RE 20J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$0.00	EXEMPT MH VALUE	\$5,690	\$380
ROAD AND BRIDGE FUND	7.5000000	\$0.00	UNDER 28K		
SOCIAL SERVICES FUND	2.0000000	\$0.00	Total	\$5,690	\$380
WIGGINS RURAL FIRE DIST	7.0000000	\$0.00			
MORGAN CO QUALITY WATER	0.8240000	\$0.00			
NORTHERN COLO WATER CD	1.0000000	\$0.00			
RE 20-J WELDONA GEN FD	27.3200000	\$0.00			
RE 20-J WELDONA BOND	12.5000000	\$0.00			
Taxes Billed 2024	77.6800000	\$0.00			

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R012363

Parcel 097127201023

Assessed To

LEHNERZ, JAMES PETER & NANCY LUCILLE REV TRUST
6481 W ARKANSAS AVE
LAKEWOOD, CO 80232

Legal Description

Situs Address

Subd: JACKSON LAKE RV PARK SUB, WE (27-5-60) Lot: 023 THRU:- Lot: 025

024 ARAPAHO CIRC

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$880.88	\$0.00	\$0.00	\$0.00	\$880.88
Total Tax Charge					\$880.88
Grand Total Due as of 02/13/2025					\$880.88

Tax Billed at 2024 Rates for Tax Area 341 - 341 - RE 20J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$221.54	MFG HOUSING -	\$154,090	\$10,320
ROAD AND BRIDGE FUND	7.5000000	\$85.05	LAND		
SOCIAL SERVICES FUND	2.0000000	\$22.68	MFG HOUSING -	\$15,160	\$1,020
WIGGINS RURAL FIRE DIST	7.0000000	\$79.38	IMPS		
MORGAN CO QUALITY WATER	0.8240000	\$9.34	Total	\$169,250	\$11,340
NORTHERN COLO WATER CD	1.0000000	\$11.34			
RE 20-J WELDONA GEN FD	27.3200000	\$309.80			
RE 20-J WELDONA BOND	12.5000000	\$141.75			
Taxes Billed 2024	77.6800000	\$880.88			

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Website: morgancounty.colorado.gov



MORGAN COUNTY BOARD OF COMMISSIONERS
FILE SUMMARY
February 28, 2025
March 4, 2025(meeting date)
TRI-STATE
BIG SANDY-BADGER CREEK PROJECT

Just a note that this is not a public hearing item, but a discussion between the Board and staff.

On February 27, 2025 Bruce Bass, John Goodman and James Rehn with the Public Works Department and Cheryl Brindisi, Jenafer Santos and myself for the Planning and Zoning Department met with representatives from Tri-State Generation and Transmission Association (Tri-State) and Power Engineers for a pre-application conference regarding a new 230-kV overhead transmission line from an existing Big Sandy substation to a new Badger Creek switching station. The attached Exhibit shows the general locations of the new line and new switching station, part of which will effect Morgan County.

Guidelines and Regulations for Areas and Activities of State Interest, Morgan County, State of Colorado

Section 3-303 Preapplication Conference

- (1) Prior to formal filing of the application, the applicant shall confer with the Planning Administrator to obtain information and guidance. The purpose of such a conference is to permit the applicant and the staff to review the proposal informally before substantial commitments of time and money are made.

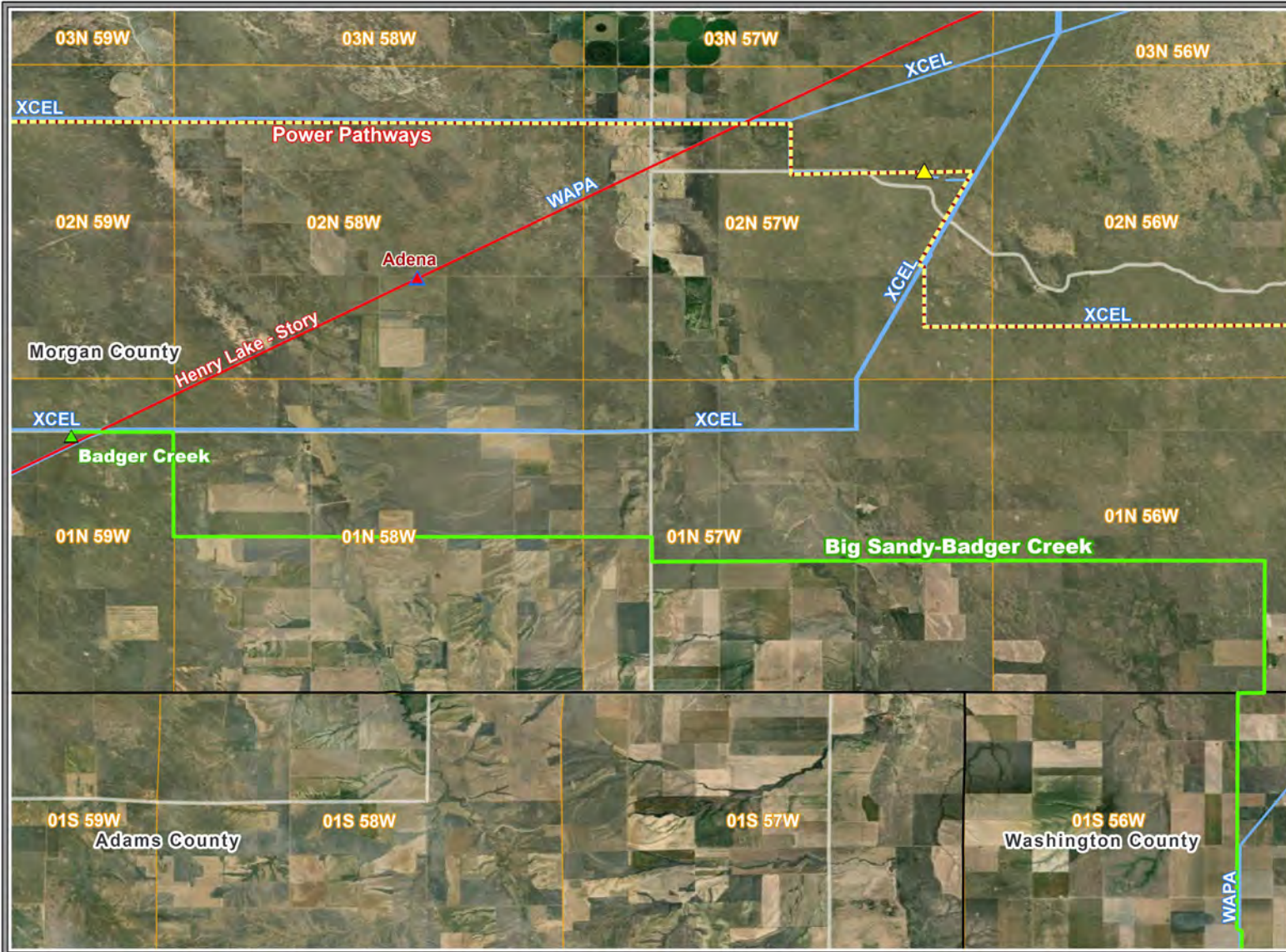
- (5) If the project is not set for a preliminary application, the Planning Administrator shall consult with the Board of County Commissioners concerning the County's application requirements for the project, and shall notify the applicant either at the preapplication conference or within 10 days thereafter in writing of such requirements, including but not limited to the extent of interest holders to receive notification of the project under Section 2-206 and other applicable sections, the extent of the project area to be considered, the submittal requirements that will be waived by the County, and any particular submittal requirements in addition to those specified in these Regulations.

Section 3-304 Preliminary Application

- (1) Following the preapplication conference, the Planning Administrator shall consult with the Board of County Commissioners and, on the basis of the information provided by the applicant at the preapplication conference, they shall determine, in their sole discretion, whether to require the applicant to submit a preliminary application. This decision shall be communicated by the Planning Administrator to the applicant within ten days after the preapplication conference, or as soon as feasible thereafter. In general, Morgan County will require a preliminary application process only for substantial facilities of a size or potential impact on the community to justify additional study. If the applicant objects to undergoing the preliminary application process, the applicant may appeal this decision to the Board of County Commissioners, which shall meet with the applicant and the Planning Administrator as soon as feasible thereafter to consider the basis for the applicant's appeal, and shall then determine whether or not the preliminary application shall be waived for good cause shown.

With the information provided to me at the preapplication conference I recommend not requiring a preliminary application and I am looking for guidance from the Board concerning the County's application requirements.

Nicole Hay
Morgan County Planning Administrator



Tri-State Generation and Transmission

Morgan County Overview
Big Sandy-Badger Creek

- ▲ Badger Creek
- Big Sandy-Badger Creek
- ▲ Power Pathways Station
- Power Pathways
- ▲ Station - Tri-State/Member
- Transmission Line - Tri-State
- Transmission Line - Other Utility
- County Boundary
- Other Major Road
- Township/Range

0 0.65 1.3 2.6 Miles

Updated By: isabes
 Updated: 2/27/2025

This map includes confidential information of Tri-State and possibly third parties. The user agrees to keep this map and the GIS data included within it confidential, and more specifically, user will not duplicate, forward, sell, or otherwise disclose this map or any of the data contained within it to third parties. Tri-State makes no representation or warranty whatsoever regarding the accuracy or completeness of this map or the data contained within it. Users are encouraged to independently verify Tri-State GIS data and are solely responsible for such verification. All information depicted on this map is subject to revision as better data as made available. Questions regarding this map or the GIS data contained within it should be directed to Tri-State's GIS Manager.



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

RESOLUTION NO. 2025 BCC 06

**A RESOLUTION IMPOSING A TEMPORARY MORATORIUM ON THE
PROCESSING OF APPLICATIONS FOR MAJOR SUBDIVISIONS AND
PLANNED DEVELOPMENTS IN ALL UNINCORPORATED PORTIONS
OF MORGAN COUNTY PENDING CONSIDERATION OF
AMENDMENTS TO COUNTY ZONING AND SUBDIVISION
REGULATIONS**

WHEREAS, Morgan County (the “County”) has not thoroughly reviewed the requirements and processes for major subdivisions and planned developments in the County’s Subdivision and Zoning Regulations, respectively, in the last decade and the County desires to ensure that impacts on the health, safety and welfare of the citizens of the County are addressed through the proper standards and requirements for major subdivisions and planned developments while also allowing for the development of property through both processes;

WHEREAS, the Local Government Land Use Control Enabling Act, C.R.S. § 29-20-101 *et seq.*, provides the County with the broad authority to plan for and regulate the use of land in order to provide for orderly development while balancing the health, safety, and welfare of its citizens;

WHEREAS, the Local Government Land Use Control Enabling Act authorizes local governments within their respective jurisdictions to plan for and regulate the use of land by, among other actions, regulating development and activities in hazardous areas; protecting land from activities that would cause immediate or foreseeable material danger to significant wildlife habitat; regulating the use of land on the basis of the impact thereof on the community or surrounding areas; and otherwise planning for and regulating the use of land so as to provide for the planned and orderly use of land;

WHEREAS, the Board of County Commissioners (the “Board”) believes it has the responsibility to its residents to plan for and regulate the use of land for the purposes laid out in the Local Government Land Use Control Enabling Act as well as those purposes specified in other applicable state and federal statutes and common law grants of authority, and to promote the health, safety, and general welfare of its residents;

WHEREAS, the Board, pursuant to its land use authority, has from time to time adopted subdivision, zoning and other regulations governing land use in the unincorporated portions of the County;

WHEREAS, the County currently has zoning regulations which govern the rezoning and development of property as a planned development; however, the County needs to review the regulations to ensure applications are subject to the appropriate requirements and processes, and therefore, the County desires to undertake review of such regulations to ensure they sufficiently address the rezoning to planned development in an orderly manner that protects the public’s

health, safety, and welfare while permitting unique and flexible zoning to encourage the development of property;

WHEREAS, the County currently has subdivision regulations which govern the division of property into major subdivisions, defined as 5 or more lots, however, the County needs to review the regulations to ensure applications are subject to the appropriate requirements and processes, and therefore, the County desires to undertake review of such regulations to ensure they sufficiently address development of property into major subdivisions in an orderly manner that protects the public's health, safety, and welfare while permitting the development of property into residential and non-residential subdivisions;

WHEREAS, the Board estimates that the time needed to perform the appropriate study and to determine the appropriate amendments, if any, to both the zoning and subdivision regulations is approximately three months;

WHEREAS, if applications requesting review and approval of major subdivisions and planned developments are submitted prior to the County having adequate time to conduct the appropriate studies and adopt appropriate amendments, the Board believes irreparable harm may be done to the public health, safety and welfare;

WHEREAS, the U.S. Supreme Court and the Colorado Supreme Court recognize that in the field of land use regulation, temporary moratoria of reasonable duration are often employed to preserve the status quo in a particular area while developing a long-term plan for development; indeed, in countering the incentive of property owners to develop their property quickly to avoid the consequences of an impending land use plan for the jurisdiction, moratoria are a crucial tool for local governments and, therefore, pursuant to express and implied authority granted by the Colorado Revised Statutes and multiple Colorado and federal legal decisions upholding temporary moratoria on land use applications while amendments are considered, the Board has the legal authority to adopt a temporary moratorium in this situation; and

WHEREAS, in light of the foregoing recitals and findings, after a duly noticed public meeting held on March 4, 2025, the Board desires to adopt this temporary moratorium to protect the public health, safety, and welfare, and to avoid development which, during the County's planning and zoning and subdivision regulations amendment process, may contravene the results of this study and process put the public at risk.

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

1. This temporary moratorium shall take effect immediately. The County shall not accept, process, or approve any applications for major subdivisions or planned developments.
2. This temporary moratorium shall remain in place until July 4, 2025, unless terminated or extended.
3. County staff are hereby directed to continue analyzing whether the County's Zoning and Subdivision Regulations are sufficient to protect the public health, safety and

welfare, or whether amendments to the County’s Zoning and Subdivision Regulations are necessary to adequately address the requirements, impacts, and processes associated with the major subdivision and planned developments.

4. The County hereby affirms that any development of major subdivision and planned developments that are subject to this moratorium without appropriate County approvals will be in violation of the Morgan County’s Zoning and Subdivision Regulations.

DATED this ____ day of _____, 2025.

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

Jon J. Becker, Chairman

Tim Malone, Commissioner

Kelvin Bernhardt, Commissioner

ATTEST:

Kevin Strauch, Clerk to the Board

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- **Impact Statements**
 - Brush Fire Department
 - City of Brush
 - Morgan County Sheriff's Office
- **Additional Application Information**
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- **Landowner Letters, Referrals & Responses**
 - Landowner Letter sent & Responses Received
 - Referral Sent & Responses Received
 - Notification
 - Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

February 11, 2025

NYH Solutions/The Hill Event Center, LLC
PO Box 768
Brush, CO 80723
Sent via email: [REDACTED]

Dear Applicant/Landowner:

Your Application for a Rezoning has been scheduled for review and decision by the Board of County Commissioners. This hearing will be held on **Tuesday, March 4, 2025 at 9:00 A.M.**

As per Section 2-280(B), notification sign postings need to occur no later than 14 days prior to each hearing and photographs accompanied by an affidavit to our office no later than 10 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 the entrance at Highway 6. It is up to you to post it.

Board of County Commissioners sign notice dates: **Posted by February 18, 2025**
Pictures and Affidavit by February 21, 2025

It is necessary that the landowners be present at the hearing to answer any questions that 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.

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

FILE SUMMARY



**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

**MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
FILE SUMMARY
February 27, 2025
March 4, 2025 Hearing Date**

**APPLICANT: NYH Solutions – Ashley and Robert Farnam
LANDOWNER: The Hill Event Center, LLC - Ashley and Robert Farnam**

NYH Solutions has submitted an application to rezone a parcel of land in the SW1/4 of Section 31, Township 4 North, Range 55 West of the 6th PM, Morgan County, Colorado. Addressed as 29870 US Highway 6, Brush, CO 80723. The permitted area is approximately 47.8 acres, in the Brush Rural Fire Protection District, and is currently zoned Agricultural/Agri Business.

The request is to rezone the property from Agricultural/Agri Business to Commercial. This property formerly housed a livestock auction facility, a restaurant, and different retail shops. The Applicant desires to rezone the property to allow for more commercial opportunities, including possibly a general community space with a potential restaurant, outdoor entertainment space and eventually a firearm and archery range for youth programs and law enforcement agencies.

In addition to the rezoning application, packets for the Board of County Commissioners include referral responses from Xcel Energy and the City of Brush.

Review

In reviewing these applications, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for Rezoning in Section 2-285 of the Morgan County Zoning Regulations have been satisfied.

Section 2-285 Rezoning:

- (A) The rezoning is consistent with the provisions of the Morgan County Comprehensive Plan. The property is located in the southeast planning area.

Chapter 2 – Plan Summary
A – Economic Development

Goal – Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.
Rezoning the historic property will allow for diverse land use opportunities for the community.

- (B) The rezoning is compatible with surrounding zone districts.
The parcel to the north is zoned commercial, property to the east and south is zoned Agricultural Production, the Brush Airport property to the west is zoned Light Industrial, and the other property to the west is zoned Agricultural/Agri Business. With this mix of surrounding zoning, commercial zoning is compatible.
- (C) It is in the best interests of or furthers the health, safety, or general welfare of the citizens of Morgan County; and either:
- (1) Conditions in the area of the proposed rezoning or in adjacent areas have changed or are changing to such a degree as to warrant the rezoning; or
 - (2) The property was zoned in error under the current zoning.

The area has changed and is moving away from solely Agricultural/Agri Business uses and into an area diverse with commercial and industrial uses. Rezoning creates an area of economic development in the County.

This application was considered by the Planning Commission in a public hearing on February 10, 2025.

During the Planning Commission hearing, the City of Brush raised two issues. These issues were also in the referral response from the City that is included in the packet. Both issues are not relevant for the purpose of rezoning. However, to provide the Board background, the County believes that it is possible there is still a section line right of way on the east side of the section line between Sections 31 and 36. However, whether an easement exists on the west side of the section line between Sections 31 and 36 is questionable. Regardless, the road appears to be on the City of Brush's property or the property in Section 36 but not the property that is the subject of this application. As for the water line, that is an issue to be resolved between the City and the property owner. The County is not approving use of the property which could require the demonstration of available water.

The Planning Commission recommended approval on a vote of 7-0.

Nicole Hay,
Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Original Application

Right to Farm



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

EMAIL: permits_licensing@co.morgan.us

PERMIT # R2P2025 - 0001

Date Received <u>12/19/24</u>	Received By <u>CB</u>
App Fee \$ <u>750.00</u>	Ck/CC #: <u>5043</u> Paid <u>12/19/24</u>
Recording Fee \$ _____	Ck/CC #: _____ Paid <u>/ /</u>
PC Date: <u>/ /</u>	BOCC Date: <u>/ /</u>
100 Year Floodplain? <u>Y/N</u>	Taxes Current? <u>Y/N</u>

REZONING PERMIT APPLICATION

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

APPLICANT

Name NYH Solutions
Address PO Box 768
Brush CO 80723
Phone [REDACTED]
Email [REDACTED]

LANDOWNER

Name The Hill Event Center, LLC
Address PO Box 768
Brush CO 80723
Phone [REDACTED]
Email [REDACTED]

BRIEF DESCRIPTION OF APPLICATION

rezoning from AB to commercial

PROPERTY LEGAL DESCRIPTION

Address (if available):

29870 US HWY 6 Brush CO 80723 - Parcel A

S: 31 T: 4N R: 55W _____ $\frac{1}{2}$ _____ $\frac{1}{4}$ SW $\frac{1}{4}$

Parcel #: 1035 - 31 - 00 - 0004

Subdivision: _____

Property Size 50.01 (sq. ft. or acres)

Zone District: A/B

Lot #(s): _____

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

SEE REQUIRED ATTACHMENT LIST

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.

REZONING PERMIT REQUIRED ATTACHMENT LIST

Fee:

- Non-Refundable Application Fee**

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

Project Narrative:

- Narrative– Including the following:**

- Purpose of request
- Description of any future development plans
- Description of how the request meets the criteria of section 2-285
- Discussion of how the rezoning request may impact adjacent uses and integrate with existing zone districts

Ownership:

- Current title insurance commitment (last 6 months)**

Impacts:

- Discuss any environmental impacts the Rezoning will have on the following and the proposed mitigation measures:
- Municipality
 - Fire District
 - School District
 - Morgan county Sheriff's Department
 - Irrigation companies that have canals / laterals crossing area *N/A*

Map & Plans:

- Rezoning Map** per requirements set forth in the Morgan County Zoning Regulations to include: *(See Section 2-460)*
- The area proposed for rezoning in a dark outline or otherwise clearly delineated
 - A vicinity map that depicts the area to be rezoned and the area which surrounds this site within a 1 mile radius of the perimeter of the property and which is superimposed over the Morgan County Zoning Map to show the zoning of the properties on the vicinity map
 - Boundaries of other projects and zone districts within 200 feet of the area being rezoned
 - Clear Delineation and labeling of the following features in relation to the property and adjacent lands:
 - Existing zoning (Site and adjacent properties)
 - Existing uses and structures
 - Existing public accesses to the site and all existing roads in the vicinity
 - Include any easements required for the project – widths and other pertinent information. *May be required to supply copies of easement agreements*

REZONING PERMIT REQUIRED ATTACHMENT LIST CONT.

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

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

___ # Paper Application sets

___ Digital Copy of Application (One sided only)

Posted Public Notice Verification:

Notarized affidavit with photographs from a distance & close-up


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

Additional Information required by staff: The Hill Event Center LLC Statement of Authority -
Statement of Trade Name of a Reporting Facility. (WPH Solutions)

APPLICANT & LANDOWNERS MUST SIGN APPLICATION

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

12/19/24

Date



Landowner Signature

12/19/24

Date

Applicant Signature

Date

Landowner Signature

Date



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

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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

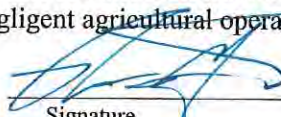
All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences,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

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

RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

 _____
 Signature Date 12/19/29
 Robert Farnham, manager
 Printed Name
 PO Box 768
 Address
 Brush CO 80723

To Be Signed by Landowner

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



RZP2025-0001 | Rezoning Permit

Receipt Number: 545480

January 2, 2025

Payment Amount: \$750.00

<i>Transaction Method</i>	<i>Payer</i>	<i>Cashier</i>	<i>Reference Number</i>
Check	Ashley Farnham	Jenafer Santos	5043

Comments

Paid on 12/19/2024

Assessed Fee Items

Fee items being paid by this payment

<i>Assessed On</i>	<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed</i>	<i>Amount Paid</i>	<i>Balance Due</i>
01/02/25	Rezoning		\$750.00	\$750.00	\$0.00
Totals:			\$750.00	\$750.00	
				Previous Payments	\$0.00
				Remaining Balance Due	\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
29870 HWY 6 BRUSH, CO 80723	HILL EVENT CENTER LLC	P O BOX 768 BRUSH, CO 80723	

Description of Work

Rezoning from A/B to Commercial in order to have more opportunities for growth under Commercial Zoning.

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.coloradosos.gov.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20238269238</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>The Hill Event Center, LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

NYH Solutions

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

general property management

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Farnam	Robert		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 768			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Brush	CO	80723	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country – if not US)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

STATEMENT OF AUTHORITY

- 1. This Statement of Authority relates to an entity¹ named THE HILL EVENT CENTER, LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- 2. The entity is a:
 - corporation
 - nonprofit corporation
 - limited liability company
 - general partnership
 - limited partnership
 - other: _____
 - registered limited liability partnership
 - registered limited liability limited partnership
 - limited partnership association
 - government or governmental subdivision or agency
 - trust (Section 38-30-108.5, C.R.S.)
- 3. The entity is formed under the laws of: Colorado
- 4. The mailing address for the entity is: PO Box 768, Brush, CO 80723
- 5. The X name X position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
 - Robert G. Farnam, Member/Manager
 - Danny J. Blake, Member
 - A&T Countryside Investments, LLC, Member
- 6.² The authority of the foregoing person(s) to bind the entity is not limited limited as follows:
- 7. Other matters concerning the manner in which the entity deals with interests in real property:

Executed this 8th day of January, 2024.

THE HILL EVENT CENTER, LLC

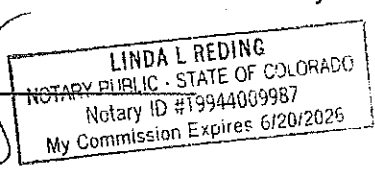
BY: *Robert G. Farnam* *Member, Manager*
Robert G. Farnam, Member/Manager

State of Colorado

County of Morgan

Signed and sworn to before me the 8th of January, 2024, by Robert G. Farnam, the Member/Manager of The Hill Event Center, LLC, on behalf of the Limited Liability Company.

Linda L Reding
Notary Public



Affix stamp/seal:

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

APPLICANT NARRATIVE

Re-Zoning Project Narrative

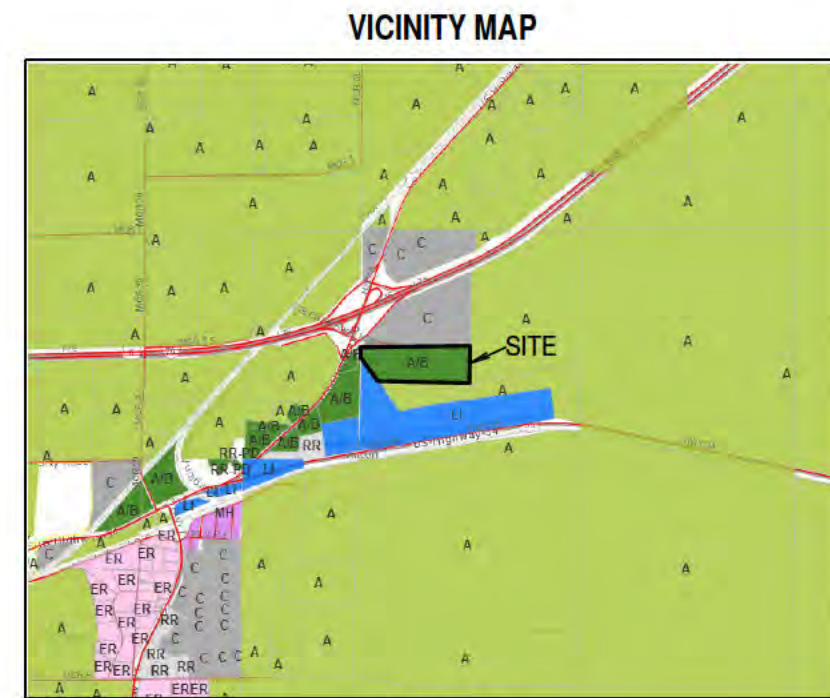
The Hill Event Center, LLC dba NYH Solutions

We are requesting that the property at 29870 US HWY 6, Brush, CO 80723 (Parcel A) be re-zoned from AB to Commercial. Historically this property housed a livestock auction facility and as such met the requirements of AB. However, we purchased this property in hopes to offer Morgan County a general community space that would be available to rent and to potentially include restaurant facilities, outdoor entertainment space, and eventually a firearm and archery range for use by club members, 4H and FFA youth programs and law enforcement agencies from several surrounding counties. The possibilities are endless for this property and while we have not settled on a final comprehensive plan, the business uses would no longer fall under AB zone requirements and commercial zoning would be more appropriate to meet the criteria of section 2-285 and be more in line with the adjacent commercial properties that neighbor this facility. This re-zoning request will help achieve our goal to preserve and repurpose this much loved piece of local history for the long term enjoyment and prosperity of Morgan and surrounding counties.

SITE PLAN / MAPS

HILL EVENT CENTER, LLC REZONE MAP

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
COUNTY OF MORGAN, STATE OF COLORADO



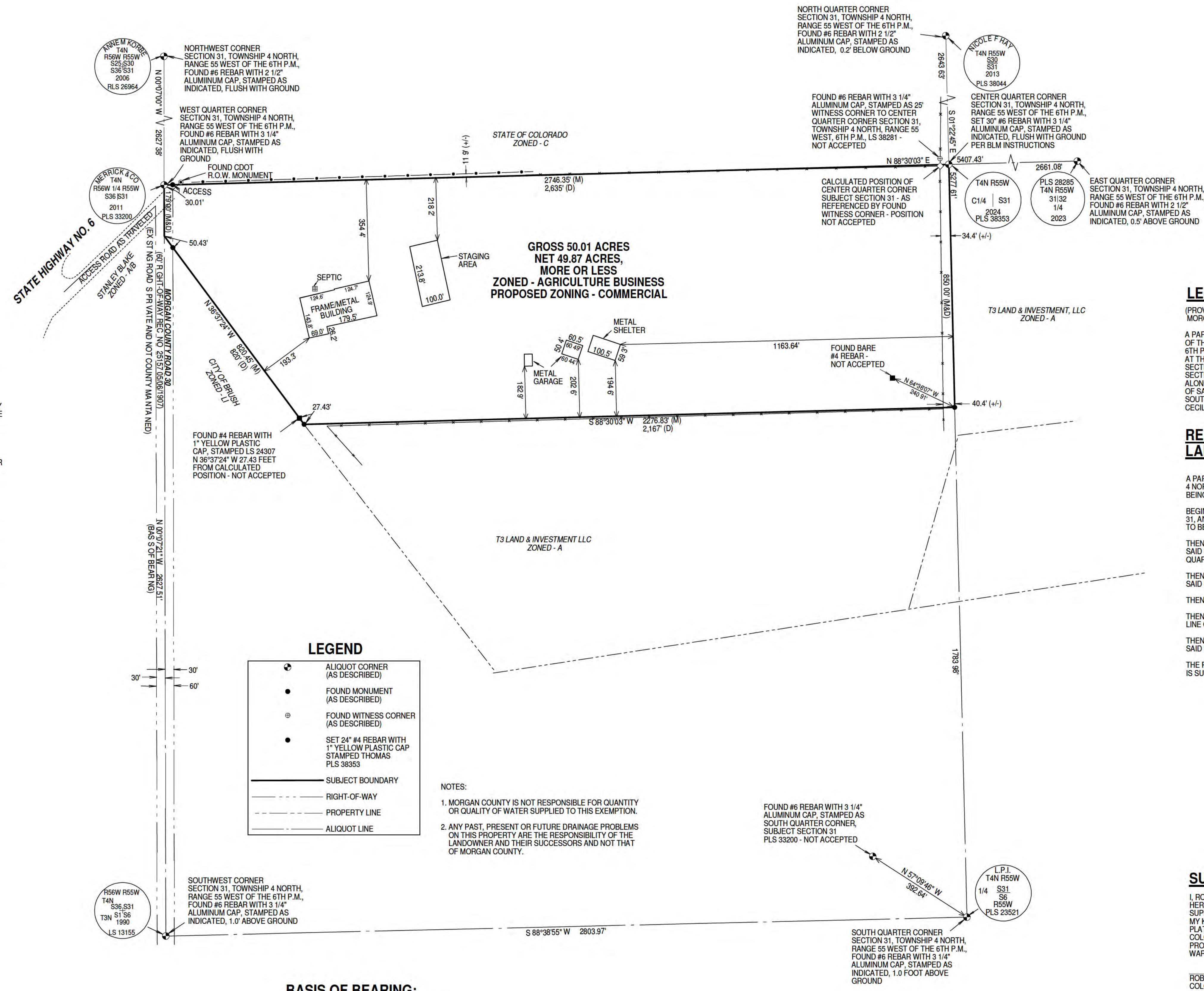
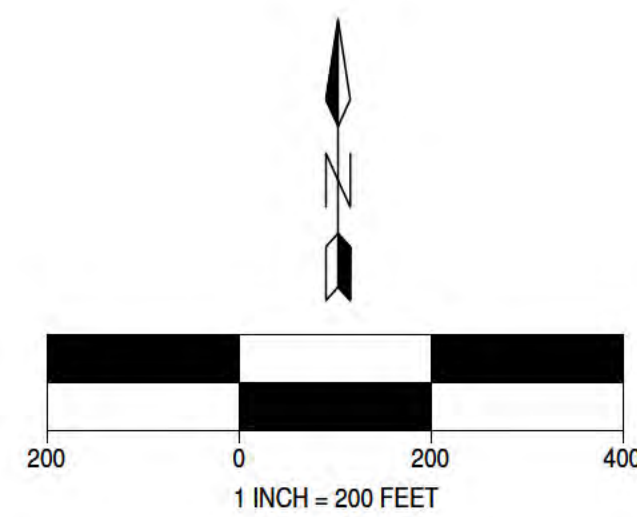
(NOT TO SCALE)

FLOODPLAIN CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS NOT LOCATED WITHIN THE ZONE A FLOOD HAZARD BOUNDARY ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCIES FLOOD INSURANCE RATE MAP (NATIONAL FLOOD INSURANCE PROGRAM) COMMUNITY PANEL NO. 08087C0490E EFFECTIVE DATE: MAY 18, 2021.

SURVEYOR'S NOTES:

- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF STEWART TITLE SERVICES CO, INC. TITLE COMMITMENT NO. NCT25132 DATED JULY 29, 2024 AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE EASEMENTS OR TITLE OF RECORD. THOMAS LAND SURVEYING, LLC RELIED ON SAID COMMITMENT, EXCLUSIVELY, FOR ALL EASEMENTS AND RIGHTS-OF-WAY. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT SAID TITLE COMMITMENT MAY DISCLOSE.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, 18 U.S.C. 1858 (2009).
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.



LEGEND

	ALIQUOT CORNER (AS DESCRIBED)
	FOUND MONUMENT (AS DESCRIBED)
	FOUND WITNESS CORNER (AS DESCRIBED)
	SET 24\"/>
	SUBJECT BOUNDARY
	RIGHT-OF-WAY
	PROPERTY LINE
	ALIQUOT LINE

- NOTES:**
- MORGAN COUNTY IS NOT RESPONSIBLE FOR QUANTITY OR QUALITY OF WATER SUPPLIED TO THIS EXEMPTION.
 - ANY PAST, PRESENT OR FUTURE DRAINAGE PROBLEMS ON THIS PROPERTY ARE THE RESPONSIBILITY OF THE LANDOWNER AND THEIR SUCCESSORS AND NOT THAT OF MORGAN COUNTY.

BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 55 WEST OF THE 6TH P.M., IS ASSUMED TO BEAR NORTH 00°07'21\"/>

OWNER: HILL EVENT CENTER, LLC
29870 HIGHWAY 6, BRUSH, CO, 80723
970-222-4527
PREPARED BY: THOMAS LAND SURVEYING, LLC
2619 WEST 11TH STREET ROAD, SUITE 24
GREELEY, COLORADO 80634
TELEPHONE: (970) 304-0984

LEGAL DESCRIPTION - PROVIDED

(PROVIDED BY WARRANTY DEED RECORDED JANUARY 9, 2024 AT RECEPTION NO. 949493, MORGAN COUNTY RECORDS)
A PARCEL OF LAND DESCRIBED AS THE NORTH 850 FEET LYING WEST OF THE BRUSH AIRPORT OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 55 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OR NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE EAST LONG THE NORTH SIDE 2,635 FEET TO THE CENTER OF SAID SECTION 31 OR THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE EAST SIDE OF SAID SOUTHWEST QUARTER 850 FEET TO A POINT ON THE WEST SIDE OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE NORTH ALONG THE WEST SIDE OF SAID SOUTHWEST SECTION 31, 179 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY CECIL J. OSBORN RECORDED OCTOBER 5 IN BOOK 732 AT PAGE 167.

REZONING BOUNDARY - AS SURVEYED BY THOMAS LAND SURVEYING, LLC

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 55 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 TO BEAR NORTH 00°07'21\"/>

SURVEYOR'S CERTIFICATE

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS REZONE PLAT WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND MORGAN COUNTY, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38353

DATE

PROOF OF OWNERSHIP

Title Insurance Commitment

NORTHERN COLORADO TITLE SERVICES CO., INC.
205 W. KIOWA AVENUE
FORT MORGAN, CO 80701
TELEPHONE (970)867-0233 *** FAX (970)867-7750

DATE: July 29, 2024
ORDER NO.: NCT25132
PROPERTY ADDRESS: 29870 HIGHWAY 6, Brush, CO 80723

OWNER/PURCHASER: THE HILL EVENT CENTER, LLC
TO BE DETERMINED

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

_____ To: ASHLEY FARNAM

ATTN: ASHLEY

Fax No.:

_____ To:

ATTN:

Fax No.:

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

E-MAIL ADDRESS FOR CLOSING DOCUMENTS: closing@ncts.com
HAVE A WONDERFUL DAY!!!

_____ COMMITMENT

_____ OWNERS TITLE POLICY

AMT DUE IS ON SCHEDULE A (INVOICE)

_____ PROPERTY REPORT

_____ MORTGAGEES TITLE POLICY

AMT DUE IS ON PROPERTY REPORT
(INVOICE)

_____ MORTGAGE/FORECLOSURE GUARANTY

_____ DOCUMENTS

_____ SURVEY / ILC

_____ OTHER / INVOICE



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

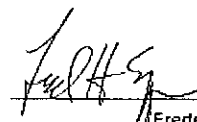
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

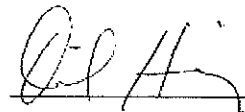
COMMITMENT TO ISSUE POLICY

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

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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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

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File No.: NCT25132

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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

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File No.: NCT25132

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



5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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File No.: NCT25132

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

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

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File No.: NCT25132

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25132
Issuing Office File No.: NCT25132
Property Address: 29870 HIGHWAY 6, Brush, CO 80723

1. Commitment Date: **July 29, 2024 at 08:00 AM**

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

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$200.00

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

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

Fee Simple

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

THE HILL EVENT CENTER, LLC

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File No.: NCT25132

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




SCHEDULE A
(Continued)


stewart
title guaranty company

Northern Colorado Title Services Co., Inc.

Authorized Signatory




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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File No.: NCT25132

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



SCHEDULE A
(Continued)

5. The Land is described as follows:

PARCEL A:

A parcel of land described as the North 850 feet lying West of the Brush Airport of the SW1/4 of Section 31, Township 4 North, Range 55 West of the 6th P.M., Morgan County, Colorado, more particularly described as: Commencing at the W1/4 corner or NW corner of said SW1/4 Section 31; thence East along the North side 2635 feet to the center of said Section 31 or the NE corner of said SW1/4; thence South along the East side of said SW1/4 850 feet; thence West parallel to the North side of said SW1/4 2167 feet to a point on the East side of said Brush Airport; thence N34°45'W along the East side of said Brush Airport 820 feet to a point on the West side of said SW1/4 of Section 31; thence North along the West side of said SW1/4 Section 31, 179 feet to the point of beginning, according to Survey by Cecil J. Osborn recorded October 5 in Book 732 at page 167.

PARCEL B:

That part of the NE1/4 SE1/4 of Section 36, Township 4 North, Range 56 West of the 6th P.M., Morgan County, Colorado, commencing at the East Quarter Corner of said Section 36, thence South 44°36'31" West along the South Right-of-way line of Highway I 80-S and Hwy. No. 6 interchange 590.4 feet; thence South 21°19' West 76 feet; thence North 44°36'31" East parallel to and 30 feet at right angles to the said South Right-of-way Line of Highway I-80S and Highway 6, 420 feet; thence North 53°00' East 60 feet thence North 63°30' East 59 feet; thence South 34°35' East 70 feet to the East side of said NE1/4 SE1/4 of Section 36; thence North 2°20' East along the East side of said NE1/4 SE1/4 of Section 36, 187 feet to the point of beginning.

NOTE: Any conveyance or encumbrance of the above property should include the following: "Together with an easement for pipeline purposes as described in Book 732 at Page 500 and together with an easement for pipeline purposes as described in Book 732 at Page 701 as: That part of the NE1/4SE1/4 of Section 36, Township 4 North, Range 56 West of the 6th P.M., commencing at the East Quarter Corner of said Section 36, thence South 44°36'33" West along the South Right-of-way line of Highway 180-S and Highway No. 6 Interchange, 590.4 feet; thence South 21°19' West 76 feet; thence South along said East line of the Right-of-way of Highway No. 6, approximately 470 feet, more or less, which point would be the commencement of the water pipeline on this property, thence in an Easterly direction through the subject property and being 15 feet in width." This is for information only and said easement will not be insured on the final policy.

and commonly known as (for informational purposes only): 29870 HIGHWAY 6, BRUSH, CO 80723

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.

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File No.: NCT25132

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25132

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from THE HILL EVENT CENTER, LLC to TO BE DETERMINED, conveying the land described herein.
 - b. Release of Deed of Trust from THE HILL EVENT CENTER, LLC to the Public Trustee of Morgan County for the use of STOCKMENS BANK dated January 8, 2024, filed for record on January 9, 2024 at Reception No. 949494, in the principal sum of \$400,000.00.
 - c. Dollar amount of Policy coverage must be provided to the Company.
 - d. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

NOTE: Statement of Authority for THE HILL EVENT CENTER, LLC, recorded JANUARY 9, 2024, at Reception No. 949491, discloses the following person(s) have the authority to execute documents affecting title on behalf of the entity:
ROBERT G. FARNAM, MEMBER/MANAGER
DANNY J. BLAKE, MEMBER
A&T COUNTRYSIDE INVESTMENTS, LLC, MEMBER

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

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

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File No.: NCT25132

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25132.

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

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

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

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File No.: NCT25132

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



SCHEDULE B PART II

(Continued)

PARCEL A:

8. Reservation as contained in United States Patent recorded MARCH 1, 1915 in Book 107 at Page 68 as follows: Right of way for ditches or canals constructed by the authority of the United States.
9. Right of way for ROAD purposes as specified in ROAD PETITION recorded JUNE 24, 1909 in Book 73 at Page 11, said road to be not less than 60 feet in width.
10. Easement and right of way for COMMUNICATION purposes as granted by HENRY GONSTEN to THE COLORADO TELEPHONE CO. as contained in instrument recorded NOVEMBER 14, 1910 in Book 77 at Page 481, the location of said easement and right of way are more specifically defined in said document.
11. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by T.H. REDISS in the instrument to ELMORE FRIES recorded SEPTEMBER 15, 1952 in Book 507 at Page 221, and any and all assignments thereof or interests therein.
12. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by ELMORE FRIES in the instrument to MERLE M. MITCHELL, DONALD M. MITCHELL, RICHARD W. MITCHELL and GENE T. MITCHELL recorded AUGUST 20, 1955 in Book 559 at Page 298, and any and all assignments thereof or interests therein.
13. All interest in oil, gas and other mineral rights as reserved by MITCHELL LAND AND LIVESTOCK, INC. in DEED to GENE T. MITCHELL recorded DECEMBER 19, 1966 in Book 699 at Page 148, and all the remaining interest in all oil, gas and other mineral rights as reserved by GENE T. MITCHELL in Deed to BRUSH LIVESTOCK COMMISSION COMPANY recorded OCTOBER 5, 1972 in Book 732 at page 168, and any and all assignments thereof or interests therein.
14. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between GENE T. MITCHELL and BRUSH LIVESTOCK COMMISSION, INC. recorded DECEMBER 21, 1972 in Book 733 at Page 370.
15. Easement and right of way for ROAD purposes as reserved by GENE T. MITCHELL in instrument to BRUSH LIVESTOCK COMMISSION COMPANY as contained in instrument recorded OCTOBER 5, 1972, in Book 732 at Page 168, the location of said easement and right of way are more specifically defined in said document.

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File No.: NCT25132

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



SCHEDULE B PART II

(Continued)

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

PARCEL B:

17. Right of way for ROAD purposes as specified in ROAD PETITION recorded JUNE 23, 1898 in Book 15 at page 259, said road to be not less than 60 feet in width.
18. Right of way for ROAD purposes as specified in ROAD PETITION recorded JUNE 24, 1909 in Book 73 at page 11, said road to be not less than 60 feet in width.
19. Easement and right of way for road purposes over the East 30 feet of the SE1/4 of Section 36, Township 4 North, Range 56 West, as granted to Morgan County by the State of Colorado in instrument recorded August 11, 1911 in Book 84 at Page 182.
20. All rights to any and all minerals, ores and metals of any kind and character and all coal, asphaltum, oil, gas or other like substance in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved by the State of Colorado in Patent to Gladys S. Joslin and Estate of C.F. Brinker, recorded January 30, 1945 in Book 414 at Page 284, and any and all assignments thereof or interests therein.
21. All interest in oil, gas and other mineral rights as reserved by T. H. REDISS in DEED to MILTON UHLENHOPP recorded DECEMBER 4, 1962 in Book 665 at Page 413, and any and all assignments thereof or interests therein.
22. Deed of Trust from THE HILL EVENT CENTER, LLC to the Public Trustee of Morgan County for the use of STOCKMENS BANK dated January 8, 2024, filed for record on January 9, 2024 at Reception No. 949494, in the principal sum of \$400,000.00.
23. Easement and right of way for ACCESS and TO PLACE AND MAINTAIN SIGNS purposes as reserved by T. H. REDISS in instrument to MILTON UHLENHOPP as contained in instrument recorded DECEMBER 4, 1962, in Book 665 at page 413, the location of said easement and right of way are more specifically defined in said document.
24. Easement and right of way for INGRESS and EGRESS purposes as reserved by MILTON UHLENHOPP in instrument to BRUSH LIVESTOCK COMMISSION COMPANY, INC. as contained in instrument recorded OCTOBER 19, 1972, in Book 732 at page 405, the location of said easement and right of way are more specifically defined in said document.

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File No.: NCT25132

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



SCHEDULE B PART II

(Continued)

25. Easement and right of way for CONSTRUCTION AND MAINTENANCE OF PIPELINE purposes as granted by JOHN J. HIGGINS to BRUSH LIVESTOCK COMMISSION COMPANY, INC. as contained in instrument recorded OCTOBER 26, 1972 in Book 732 at Page 500, the location of said easement and right of way are more specifically defined in said document.
26. Easement and right of way for CONSTRUCTION AND MAINTENANCE OF PIPELINE purposes as granted by MILTON UHLENHOPP to BRUSH LIVESTOCK COMMISSION COMPANY, INC. as contained in instrument recorded NOVEMBER 8, 1972 in Book 732 at Page 701, the location of said easement and right of way are more specifically defined in said document.
27. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656.

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

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

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

IMPACT STATEMENTS

Brush Fire Department

City of Brush

Morgan County Sheriff's Office



Brush Volunteer Fire Department

*Proudly Volunteering Since
1907*

The Brush Volunteer Fire Department has no concerns about the Livestock on the Hill property changing to a commercial property.



Ashley Farnam [REDACTED]

impact statement

Tyler Purvis [REDACTED]
To [REDACTED]

Fri, Aug 9, 2024 at 12:35 PM

Ashley

We see the concept of utilization of the property as an event center and restaurant as very beneficial for the community. Any increased traffic flows upon City roads are of no concern. One aspect that we would like to speak with the ownership of the property about is the water line and its proposed utilization and subsequent requirements that it may cross into. I know that last sentence is vague, but I'll leave it at that in an email so it can be communicated and discussed more thoroughly in conversation. Please let me know when everyone will be available to discuss further. Our Public Works Director, Dale Colerick will be the one leading the conversation.

Thank you.

Tyler Purvis
City of Brush!
Community Development Director /
Assistant City Administrator

O. [REDACTED]
C. [REDACTED]

From: Tyler Purvis
Sent: Friday, August 2, 2024 2:43 PM
To: [REDACTED]
Subject: impact statement

[Quoted text hidden]



MORGAN COUNTY SHERIFF'S OFFICE

*"Integrity and Professionalism-
Our Foundation For Service"*

www.morgansheriff.net

Dave Martin, Sheriff
801 E. Beaver Avenue
Fort Morgan, CO 80701



Date: October 17, 2024
To: Ashley Farnam
Morgan County Planning and Zoning
From: Sheriff Dave Martin
Re: Re-zoning Application

My office has been asked to provide any statement of concern that we have regarding the re-zoning of property located at 29870 Hwy 6, Brush, Colorado.

The Morgan County Sheriff's Office has no concerns related to the re-zoning of this property.

ADDITIONAL APPLICATION INFORMATION

Tax Account Statement

Morgan County Treasurer

Statement of Taxes Due

Account Number R002781
Assessed To

Parcel 103531000004
BRUSH LIVESTOCK OF COLORADO INC
P O BOX 948
BRUSH, CO 80723-0948

Legal Description	Situs Address
S: 31 T: 4 R: 55 PARC SW1/4 B919 P621 (CORRECTION SECTION)	29870 HWY 6

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$12,966.08	\$0.00	\$0.00	(\$12,966.08)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/23/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 004 - 004 - RE 2J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5530000	\$2,836.75	SPECIAL PURPOSE -	\$86,040	\$24,010
ROAD AND BRIDGE FUND	7.5000000	\$1,088.10	LAND		
SOCIAL SERVICES FUND	2.0000000	\$290.16	SPECIAL PURPOSE -	\$433,930	\$121,070
BRUSH RURAL FIRE DIST	3.3790000*	\$490.22	IMPS		
E MORGAN COUNTY HOSPITAL	4.5000000	\$652.86	Total	\$519,970	\$145,080
E MORGAN COUNTY LIBRARY	3.5000000	\$507.78			
RE 2-J BRUSH GENERAL FD	27.0000000	\$3,917.16			
RE 2-J BRUSH M/L OVRD	9.1930000	\$1,333.72			
RE 2-J BRUSH BOND RED	12.7470000	\$1,849.33			
Taxes Billed 2023	89.3720000	\$12,966.08			

* Credit Levy

*****TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK*****
 Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

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

LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification

Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

February 12, 2025

Dear Neighboring Landowners:

NYH Solutions as applicant and The Hill Event Center, LLC as landowner, have submitted an application to our office requesting to rezone the following parcel from Agricultural/Agri Business (A/B) to Commercial (C).

Legal Description: A parcel located in the SW $\frac{1}{4}$ of Section 31 Township 4 North, Range 55 West of the 6th P.M., Morgan County, Colorado. Also known as 29870 US HWY 6, Brush, CO 80723.

This application is scheduled to be heard by the Board of County Commissioners on **Tuesday, March 4, 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 **February 26, 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

HILL EVENT CENTER LLC
P O BOX 768
BRUSH, CO 80723

T3 LAND & INVESTMENT LLC
P O BOX 408
BRUSH, CO 80723

WESTERN EQUIPMENT & TRUCK INC
2055 1ST AVE
GREELEY, CO 80631

ACKERMAN, DEAN & DONNA
22935 CO RD 33
LA SALLE, CO 80645

BLAKE, STANLEY
29850 HWY 6
BRUSH, CO 80723

ARTEAGA FAMILY 2022 REVOCABLE LIVING TRUST
1007 VICKIE ST
FORT MORGAN, CO 80701

STATE OF COLORADO
COLORADO DEPARTMENT OF TRANSPORTATION
2829 W HOWARD PL
DENVER, CO 80204

CITY OF BRUSH
P O BOX 363
BRUSH, CO 80723

REFERRAL AGENCIES	RESPONSES RECEIVED
Brush Fire Department	
Century Link	
City of Brush	<p>Good afternoon Cheryl</p> <p>A couple of comments from the City of Brush!:</p> <ul style="list-style-type: none"> • The City is very supportive of the proposed use. • We would like verification that the MCR 30 60' ROW listed on the survey is indeed the case; we were not aware of this. • There is 50+ year old private water line serving the property that has a meandering connection back to CR S with water being provided by the City of Brush!. The agreement(s) need to be addressed to clarify responsibilities, users, easements (including one across the adjacent City property), water loss, maintenance, repair and replacement, and get understanding of the water demand for the proposed use. This was referenced in not so many words in the email sent on August 9, 2024 that is included in the application packet. <p>Thank you.</p> <p>Tyler Purvis City of Brush! Community Development Director / Assistant City Administrator</p>
Colorado Parks and Wildlife	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Management	
Morgan County Quality Water	
Morgan County Road & Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff Dept.	
Morgan Weed & Pest Advisory Board	
Morgan Soil Conservation District	
Northeast Colorado Health Department	
Xcel Energy	See attached letter 1/28/2025



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

Brush Fire Department	Morgan County Road & Bridge
Century Link	Morgan County Rural Electric Assoc.
City of Brush	Morgan County Sheriff Dept.
Colorado Parks and Wildlife	Morgan Weed & Pest Advisory Board
Morgan County Assessor	Morgan Soil Conservation District
Morgan County Communications Center	Northeast Colorado Health Department
Morgan County Emergency Management	Xcel Energy
Morgan County Quality Water	

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

DATE: January 17, 2025

RE: Rezoning Application

The following Application for a Rezone is submitted to you for review and comments. The application will be heard by the Planning Commission and the Board of County Commissioners. **You are encouraged to provide comments to this application by February 4, 2025 or attend the Planning Commission meeting on Monday, February 10, 2025 at 6:00 P.M.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend the public meeting.

Applicant: NYH Solutions

Landowner: The Hill Event Center, LLC

Legal Description: A parcel located in the SW¹/₄ of Section 31, Township 4 North, Range 55 West of the 6th P.M. Morgan County, Colorado. Also known as 29870 US HWY 6, Brush, CO 80723

Request: Rezone a parcel from Agricultural/Agri Business Zone (A/B) to Commercial Zone (C).

Sincerely,

Cheryl Brindisi

Morgan County Planning and Zoning Administrative Assistant



Right of Way & Permits

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

January 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: Brush Hill Event Center

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Brush Hill Event Center Rezone**.

Please be aware PSCo owns and operates existing natural gas and electric distribution facilities within the area indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities, and that our current use/enjoyment of the area would continue to be an accepted use on the property and that it be "grandfathered" into these changes.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 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 COMMISSIONERS
TUESDAY, MARCH 4, 2025 AT 9:00 A.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

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

- 1.) **Applicant:** NYH Solutions
Landowner: The Hill Event Center, LLC
Legal Description: A parcel located in the SW¼ of Section 31 Township 4 North, Range 55 West of the 6th P.M., Morgan County, Colorado. Also known as 29870 US HWY 6, Brush, CO 80723.
Request: Rezone a parcel from Agricultural/Agri Business (A/B) to Commercial (C).
Date of Application: January 2, 2025.

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/81804218304>

Join via phone:

+1 719 359 4580 US

Webinar ID: 818 0421 8304

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

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

Nicole Hay _____

Nicole Hay
Morgan County Planning Administrator

Published in the paper: February 13, 2025

Posted to website: February 18, 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.

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY BOARD OF COMMISSIONERS
TUESDAY, MARCH 4, 2024 AT 9:00 A.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN
COUNTY ADMINISTRATIVE BUILDING, 231 ENSIGN,
FORT MORGAN, COLORADO**

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

1.) Applicant: NYH Solutions
Landowner: The Hill Event Center, LLC
Legal Description: A parcel located in the SW¼ of Section 31 Township 4 North, Range 55 West of the 6th P.M., Morgan County, Colorado. Also known as 29870 US HWY 6, Brush, CO 80723.
Request: Rezone a parcel from Agricultural/Agri Business (A/B) to Commercial (C).

Date of Application: January 2, 2025.
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 970-542-3525.

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

/s/ Nicole Hay
Nicole Hay
Morgan County Planning Administrator

Published: Morgan County Times February 13, 2025-2098769

Prairie Mountain Media, LLC

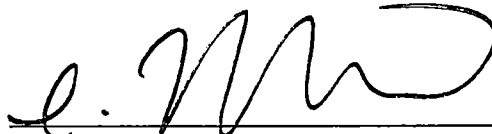
PUBLISHER'S AFFIDAVIT

**County of Morgan
State of Colorado**

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

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


Feb 13, 2025



Signature

Subscribed and sworn to me before me this

13th day of February, 2025.



Notary Public

(SEAL)

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

Account: 1052763
Ad Number: 2098769
Fee: \$26.46



NOTICE OF PUBLIC HEARING ON LAND USE APPLICATION
BEFORE THE BOARD OF COUNTY COMMISSIONERS

Applicant: NYH Solutions

Landowner: The Hill Event Center

Reason: Rezone parcel from Agricultural/Agri Business
(A/B) to Commercial (C)

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

Date of Hearing: Tuesday, March 4, 2025 at 9:00 AM

