

AGENDA
MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
Assembly Room, Administration Building
231 Ensign Street, Fort Morgan, CO 80701
Tuesday, October 4, 2022

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/83012921039> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 830 1292 1039

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/83012921039> 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 October 3, 2022.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/83012921039> to listen via phone, please dial: 1-312-626-6799, Meeting ID: 830 1292 1039

9:00 A.M.

A. WELCOME – CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

Commissioner Becker

Commissioner Westhoff

Commissioner Arndt

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 meeting minutes dated September 14, 2022
2. Ratify the Board of County Commissioners approval of meeting minutes dated September 20, 2022
3. Ratify the Board of County Commissioners approval of meeting minutes dated September 27, 2022

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

PREPARED BY: Karla Powell, Administrative Services Manager
AGENDA POSTED ON Friday, September 30, 2022 @ 4:00 P.M.

4. Ratify the Board of County Commissioners approval of Contract 2022 CNT 098, Joseph R. Hewgley & Associates, Term of Contract August 23, 2022 through completion
5. Ratify the Board of County Commissioners approval of Contract 2022 CNT 101, Buchanan Construction, Term of Contract September 1, 2022 through completion
6. Ratify the Board of County Commissioners approval of Contract 2022 CNT 102, Geo-Synthetic Systems LLC, Term of Contract September 28, 2022 through completion
7. Ratify the Board of County Commissioners approval of Contract 2022 CNT 103, Dahl & Sons Construction, Term of Contract September 22, 2022 through completion
8. Ratify Chairman Jon Becker's signature on the License/Crossing Agreement, signed July 19, 2022
9. Ratify Chairman Jon Becker's signature on the CCI Legislative Committee Commissioner Designation Form, signed September 28, 2022
10. Ratify Chairman Jon Becker's signature on the Victim Assistance Grant Application Form, signed September 23, 2022
11. Ratify Chairman Jon Becker's signature on the Veterans Affairs Monthly Report – September 2022, signed October 3, 2022
12. Ratify the Board of County Commissioners approval on Morgan County Fairgrounds Fee Waiver Request for the American Legion Auxiliary Trillion Trees, approved September 23, 2022
13. Ratify the Board of County Commissioners approval on assignment of debt collections to Wakefield and Associates, Client #211278, #220842.

D. UNFINISHED BUSINESS

E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

1. Consideration of Approval – **Rescinding Resolution 2022 BCC 18 Due To Duplication Of Numbers and replacing with Resolution 2022 BCC 20** (A Resolution Updating The Financial Authority Of County Officials And Employees Relating To County Bank Accounts)
2. Consideration of Approval – **Resolution 2022 BCC 21** A Resolution Approving The Purchase And Sale Agreement For The Sale Of County Property To Bohmco, LLC
3. Consideration of Approval – **Resolution 2022 BCC 22** A Resolution Approving A Permit For An Activity Of State Interest ("1041" Permit) To Public Service Company Of Colorado DbA As Xcel Energy For Electric Transmission Lines And Substation In Morgan County (Kathryn Sellars, Morgan County Attorney & Nicole Hay, Morgan County Planning & Zoning Administrator)

F. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS

1. Commissioners Calendar for week of September 30, 2022, through October 11, 2022

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G. PUBLIC HEARING

1. Applicant: Gary and Deb Vondy

Landowner: Dola Smith

Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.

Request: Minor Subdivision to plat approximately 15.09 acres into two lots.

Open for Public Comment

Close for Public Comment

Discussion and Decision

2. Applicant: Tim Naylor, Hannah Dutrow/AGPROfessionals

Landowner: Kraft Family Dairies, LLC

Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701 **Request:** Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 Animal Units to 15,000 Animal Units. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.

Open for Public Comment

Close for Public Comment

Discussion and Decision

H. ADJOURNMENT

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PREPARED BY: Karla Powell, Administrative Services Manager
AGENDA POSTED ON Friday, September 30, 2022 @ 4:00 P.M.

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

RESOLUTION NO. 2022 BCC 18

RESCINDED 10.04.2022

Due to Duplicate Number

**A RESOLUTION UPDATING THE FINANCIAL AUTHORITY OF COUNTY OFFICIALS AND
EMPLOYEES RELATING TO COUNTY BANK ACCOUNTS**

WHEREAS, the County Commissioners desire to update which County officials have authority to open or close accounts; endorse for cash, deposit, negotiation, collection; sign checks or orders for payment; or execute fund withdrawal requests from County bank accounts on behalf of the County.

NOW THEREFORE be it resolved by the Morgan County Board of County Commissioners as follows:

Section 1. The following County Officials are hereby authorized to open or close accounts; endorse for cash, deposit, negotiation, collection; sign checks or orders for payment; or execute fund withdrawal request from the following County bank account.

- a. Bank of Colorado, Morgan County, Board of Commissioners Account Number 6700006937
Jon J. Becker, County Commissioner
Gordon H. Westhoff, County Commissioner
Mark A. Arndt, County Commissioner
Kevin L. Strauch, County Clerk and Recorder
Robert A. Sagel, County Treasurer

Section 2. No withdrawal request shall be effective unless execute by two of the above-named individuals.

Section 3. All previous authorizations relating to the same subject matter are hereby repealed.

APPROVED this 16th day of August 2022.

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

Jon J. Becker, Chairman

Date

Gordon H. Westhoff, Commissioner

Date

Mark A. Arndt, Commissioner

Date

ATTEST:
(Seal)

Clerk to the Board

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

RESOLUTION NO. 2022 BCC 20

**A RESOLUTION UPDATING THE FINANCIAL AUTHORITY OF COUNTY OFFICIALS AND
EMPLOYEES RELATING TO COUNTY BANK ACCOUNTS**

WHEREAS, the County Commissioners desire to update which County officials have authority to open or close accounts; endorse for cash, deposit, negotiation, collection; sign checks or orders for payment; or execute fund withdrawal requests from County bank accounts on behalf of the County.

NOW THEREFORE be it resolved by the Morgan County Board of County Commissioners as follows:

Section 1. The following County Officials are hereby authorized to open or close accounts; endorse for cash, deposit, negotiation, collection; sign checks or orders for payment; or execute fund withdrawal request from the following County bank account.

- a. Bank of Colorado, Morgan County, Board of Commissioners Account Number 6700006937
Jon J. Becker, County Commissioner
Gordon H. Westhoff, County Commissioner
Mark A. Arndt, County Commissioner
Kevin L. Strauch, County Clerk and Recorder
Robert A. Sagel, County Treasurer

Section 2. No withdrawal request shall be effective unless execute by two of the above-named individuals.

Section 3. All previous authorizations relating to the same subject matter are hereby repealed.

APPROVED this 4th day of October 2022.

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

Jon J. Becker, Chairman Date

Gordon H. Westhoff, Commissioner Date

Mark A. Arndt, Commissioner Date

ATTEST:
(Seal)

Clerk to the Board

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

**RESOLUTION
2022 BCC 21**

**A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE SALE
OF COUNTY PROPERTY TO BOHMCO, LLC**

WHEREAS, Morgan County (“County”) is the owner of real property in Morgan County, Colorado (the “Property”);

WHEREAS, Bohmco, LLC desires to purchase and County desires to sell the Property;

WHEREAS, the Property is not being used for any governmental purposes; and

WHEREAS, the Board of County Commissioners finds and determines that it would be in the best interests of the County and its residents to sell the Property.

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

Section 1. The Purchase and Sale Agreement between the County and Bohmco, LLC, a copy of which is attached hereto and incorporated herein as **Exhibit A**, is hereby approved and adopted, and the Chair of the Board of County Commissioner is authorized to execute the Agreement. The Chair is further authorized to execute any related documents required to accomplish the County’s sale of the Property, including all title- and closing-related documents.

APPROVED this _____ day of _____, 2022.

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

Jon J. Becker, Chair

Mark A. Arndt, Commissioner

Gordon H. Westhoff, Commissioner

(SEAL)

ATTEST:

Kevin Strauch
Clerk to the Board

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this “Agreement”) is made the **4th day of October, 2022** (the “Effective Date”), by and between **Bohmco, LLC** with a physical address of **23015, WCR 62, Greeley, Colorado 80631** and a mailing address of **3620 W. 10th Street, Unit B, Suite 511, Greeley, Colorado 80634** (“Buyer”) and Morgan County, through its Board of County Commissioners, with an address of 231 Ensign, Fort Morgan, Colorado 80701 (the “Seller”).

1. Purchase and Sale. Buyer hereby agrees to purchase, and Seller agrees to sell, that certain parcel of real property situated in the City of Brush, County of Morgan, State of Colorado, legally described on **Exhibit A** attached, (the “Property”), together with all water rights, mineral rights, reversions, remainders, rights, privileges, easements, rights-of-way, appurtenances, improvements licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with such real property and improvements and owned by Seller.

(a) Consideration. The purchase price for the Property (the “Purchase Price”) shall be **Twenty-Five Thousand and One Dollars and No Cents (\$25,001.00)** and shall be paid as follows:

(b) Within three (3) business days after the Effective Date, Buyer shall deposit the sum of Two Thousand Five Hundred Dollars and No Cent (\$2,500.00) (which amount, together with any interest earned thereon as described below, comprises the “Deposit”), in the form of a check, with Northern Colorado Title Company (“Escrow Holder” or “Title Company”), as earnest money and part payment of the Purchase Price, to secure Buyer’s performance hereunder. Except as expressly set forth in Sections 3, 4, 6, 8 and 12 of this Agreement, the Deposit shall be nonrefundable to Buyer. The Deposit shall be held by Escrow Holder in an interest-bearing account; and

(c) The balance of the Purchase Price, as adjusted by prorations as provided for herein, shall be paid in certified funds or by immediately available wire transfer at Closing.

2. Review of Property Conditions; Contingency Period.

(a) Seller shall, within seven (7) calendar days following the Effective Date, to the extent not previously delivered to Buyer, deliver to Buyer copies of all plans, drawings, reports, investigations, tests, surveys, leases, and information pertaining to the Property’s physical, environmental, operating, title and financial condition which are in Seller’s possession (the “Diligence Information”). Seller expressly disclaims any warranty for the accuracy or completeness of any Diligence Information prepared by third parties and delivered to or made available to Buyer in accordance with this provision; however, Seller has no knowledge that any such information is inaccurate or incomplete. From and after the Effective Date until the earlier of the Closing or the earlier termination of this Agreement, Seller agrees to forward to Buyer at

Buyer's office at the addresses set forth for notices herein, for review by Buyer, copies of any notices of the type described in Section 6(h), below.

(b) During the Contingency Period (as defined below), and unless this Agreement is terminated as provided herein, as reasonably necessary thereafter, Seller hereby grants Buyer and its agents and consultants access to the Property at reasonable times and in a reasonable manner, to inspect, examine and test each and every part thereof, at Buyer's sole risk, cost and expense, and to evaluate the suitability of the Property for Buyer's intended use. Such right of review shall include, without limitation, examination of title and survey matters, availability of utilities and other services, financial feasibility, soil and subsoil conditions, purposes to which the Property is suited, drainage, access to public roads, hazardous or toxic waste or conditions or the effect on the Property and adjacent areas of any state or federal environmental protection laws or regulations. All entry onto the Property by or on behalf of Buyer at any time prior to the Closing shall be upon prior telephonic notice to Seller, subject to such rules as Seller may reasonably impose to avoid interference with Seller's ongoing use of the Property. Buyer agrees to conduct all examinations and tests of the Property in a safe and workmanlike manner, repair any damage or disturbance it causes to the Property in the event this Agreement is terminated or fails to close in accordance with its terms. Buyer shall have no obligation to Seller with respect to any claims arising from or related to pre-existing conditions of the Property or the willful or negligent acts or omissions of Seller. The obligations of Buyer under this Section 3(b) shall survive the Closing or the termination of this Agreement.

(c) On or before expiration of the Contingency Period, Buyer shall determine in its sole discretion whether the Property is acceptable to Buyer and whether Buyer has the ability to finance the purchase of the Property on terms and conditions acceptable to Buyer in its sole and absolute discretion. If Buyer concludes that the Property is not acceptable to it, for any reason whatsoever, Buyer shall notify Seller in writing on or before the end of the Contingency Period that Buyer is electing to terminate this Agreement (the "Termination Notice"). If Buyer does not deliver the Termination Notice to Seller on or before the end of the Contingency Period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3(c), and this Agreement shall remain in full force and effect. If Buyer timely delivers the Termination Notice, then the Deposit shall be returned to Buyer and both parties shall be relieved from all further obligations under this Agreement, except for the obligations of Buyer or Seller that expressly survive the termination of this Agreement, all of which shall continue in full force and effect. Buyer shall return to Seller all documents and materials provided to Buyer by Seller, shall provide Seller with copies of any survey, environmental reports, and other reports or documentation commissioned by Buyer regarding the Property, and shall assign to Seller Buyer's rights in all such work product, documents, and materials at no cost to Seller.

(d) For purposes hereof, the “Contingency Period” shall commence on the Effective Date and shall expire at 5:00 p.m. local Colorado time, on the twentieth (20th) calendar day following the Effective Date.

3. Title.

(a) Seller shall, within seven (7) business days following the Effective Date, to the extent not previously delivered, cause to be delivered to Buyer, at Buyer’s expense: (i) a current owners title insurance commitment on the Property issued by the Title Company, in the amount of the Purchase Price; (ii) legible copies of all matters of record referenced in Schedule B-II of the Commitment; (iii) a current certificate of taxes due for the Property issued by the County assessor’s office, if any, (the documents identified in clauses (i), (ii) and (iii) hereof being collectively referred to as the “Title Commitment”); and (iv) a copy of any existing survey of the Property in Seller’s possession (“Existing Survey”).

(b) Buyer shall have the option, at its expense, during the Contingency Period, to obtain a survey for the Property in form acceptable to Buyer and sufficient to permit Title Company to delete standard survey exceptions (the “Survey”). If obtained by Buyer, Buyer shall deliver a copy of the Survey to Seller and to Title Company, and the Survey shall be in a form reasonably satisfactory to Title Company as having been made in compliance with applicable law and land survey standards, certified to Buyer, Seller, Title Company and any other parties specified by Buyer. Any additional expense related to the Survey shall be at the expense of Buyer. In the event Buyer does not elect to obtain the Survey, Buyer shall have no right to object to any matter on the Title Commitment that would be removed upon delivery of a Survey meeting the requirements specified herein.

(c) Buyer shall have until 5:00 p.m. on the twentieth (20th) day following the Effective Date (the “Title Objection Period”) to notify Seller in writing (“Title Objection Notice”) of any objection Buyer may have to any matter contained in the Title Commitment or shown on the Survey (“Objection”). All matters shown in the Title Commitment and/or the Survey that are not objected to in a Title Objection Notice prior to expiration of the Title Objection Period shall be deemed “Permitted Exceptions”; provided, however, that Buyer shall not be required to object to, and Seller shall be obligated to remove at or before Closing, any monetary liens attributable to Seller’s activities shown on the Title Commitment or any update thereto. Current real property taxes and assessments not yet due and payable, government liens for special improvements not installed as of the Effective Date, if any, and all other matters which may be caused by Buyer or agreed to by Buyer in writing shall also be Permitted Exceptions. Seller shall have five (5) days from receipt of the Title Objection Notice (the “Title Response Time”) to notify Buyer in writing of its election either to cure the Objections so specified, or to take no action (a “Title Response Notice”). If Seller does not deliver a Title Response Notice to Buyer prior to expiration of the Title Response Time, Seller shall be deemed to have elected to take no action with respect to the

Objections. If Seller elects (or is deemed to have elected) to take no action with respect to any Objection, then Buyer shall have, as its exclusive remedy, the right to terminate this Agreement or to waive such Objections and close with no reduction in the Purchase Price. If, in such event, Buyer fails to notify Seller within five (5) days after the expiration of Title Response Time that Buyer elects to terminate this Agreement, then Buyer shall be deemed to have elected to close the transaction evidenced by this Agreement and to waive such Objections, with no reduction in the Purchase Price, and in such event the Objections shall be deemed Permitted Exceptions. If Buyer timely elects to terminate this Agreement in accordance with the provisions of this Section 4(c), then the Deposit shall be returned to Buyer and both parties shall be relieved from all further obligations under this Agreement, except for the obligations of Buyer or Seller that expressly survive the termination of this Agreement, all of which shall continue in full force and effect. Seller shall have no obligation to agree to cure any Objection, but if Seller elects to cure an Objection, Seller shall use its commercially reasonable efforts and diligently pursue any cure.

(d) If any update of the Title Commitment or Survey prior to Closing contains any new exception, new title or survey matter or any additional requirements not previously shown in the Title Commitment or Survey, Buyer shall have five (5) days thereafter to give Seller written notice of Buyer's objections thereto (an "Additional Objection"). Any Additional Objection shall be treated in the same manner as an Objection under Section 4(c).

4. Closing/Prorations.

(a) The purchase and sale shall close (herein referred to as the "Closing") at the office of the Title Company, on the Closing Date (as hereafter defined), or such other time as the parties may mutually agree. The Closing may, at either party's option, be accomplished through escrow with the Escrow Holder in accordance with the general provisions of the usual form of escrow agreement used in similar transactions by the Escrow Holder, amended as may be appropriate to conform to the terms of this Agreement, provided that any such escrow agreement shall be executed by Buyer, Seller, and the Escrow Holder as of the date and time scheduled for Closing. For purposes hereof, the "Closing Date" shall be thirty days from the Effective Date or, by mutual agreement in writing, an earlier date.

(b) All general real estate taxes and assessments ("Taxes") for all calendar years prior to the date of Closing, if any, shall be paid by Seller on or before Closing. All Taxes for the calendar year in which the Closing shall occur, which are not due and payable as of Closing, shall be prorated to the Closing Date based on the actual Taxes for the year of closing, if known, and if not known, based on the most recent assessed valuations and most recent mill levy available, which proration shall be deemed a final settlement between the parties.

(c) All title charges for the base premium for the Owner's policy of title insurance in the amount of the Purchase Price, including any endorsements thereto shall be paid by Buyer. The recording fee for the deed of conveyance, documentary fee and transfer taxes, if

any, and the premium for any title endorsements or coverage amounts above the coverage agreed to be provided by Seller shall be paid by Buyer. All other closing costs imposed by the Title Company or Escrow Holder, including but not limited to the escrow and closing fee of the Escrow Holder, shall be paid by Buyer.

(d) Possession of the Property, subject to Permitted Exceptions, shall be delivered to the Buyer on the date of Closing.

(e) As part of the Closing, Seller shall deliver to Buyer or Escrow Holder, as applicable, the following:

(i) a special warranty deed in the statutory form;

(ii) the unconditional commitment of the Title Company to issue the Title Policy as required under the Agreement;

(iii) an affidavit, as required by the Title Company, necessary to delete the standard printed title exceptions; and

(iv) evidence, as required by the Title Company, that those acting for the Seller have full authority to consummate this transaction in accordance with the terms of this Agreement; and

(v) such other documents, including affidavits, as may be reasonably required in order for the Title Company to issue the title policy contemplated by this Agreement and for the parties to close the transactions evidenced hereby.

(f) As part of Closing, Buyer shall deliver to the Seller or Escrow Holder, as applicable, the following:

(i) the Purchase Price in the amount and form as stated herein;

(ii) evidence, as required by the Title Company, that those acting for the Buyer have full authority to consummate this transaction in accordance with the terms of this Agreement; and

(iii) such other documents, including affidavits, as the Title Company may reasonably require in order to issue the title policy contemplated by this Agreement and close the transactions evidenced hereby.

5. Default.

(a) If Seller shall fail to perform any of its obligations hereunder for any reason other than (i) a force majeure event, or (ii) Buyer's default hereunder, and Seller's failure to

perform is not cured within fifteen days (15) days following written notice from Buyer describing in reasonable detail the default hereunder, Buyer shall have the rights, which shall be Buyer's exclusive remedies: to terminate this Agreement and receive a return of the Deposit as liquidated damages (and not as a penalty, Seller and Buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Seller would be difficult or impossible to accurately ascertain). Any and all other remedies otherwise available to Buyer under applicable law are expressly waived.

(b) If Buyer shall fail to perform any of its obligations hereunder for any reason except for (i) a force majeure event; or (ii) Seller's default hereunder, and Buyer's failure to perform is not cured within fifteen (15) days following written notice from Seller describing in reasonable detail the default hereunder, Seller shall have the rights, which shall be Seller's exclusive remedies: (i) to specific performance of Buyer's obligations hereunder; or (ii) to terminate this Agreement and receive the Deposit as liquidated damages (and not as a penalty, Seller and Buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Buyer would be difficult or impossible to accurately ascertain). Any and all other remedies otherwise available to Seller under applicable law are expressly waived.

(c) Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code and regulations promulgated thereunder.

(d) There are no pending proceedings and Seller has not received any written notice of any threatened proceeding against Seller or to which Seller is a party or relating to the Property.

(e) All service contracts affecting the Property may be canceled on thirty (30) days' notice, and Seller has delivered or shall deliver to Seller copies of such contracts.

(f) Seller has been duly organized and is validly existing and in good standing as a county and existing pursuant to the provisions of Title 30 of the Colorado Revised Statutes and applicable provision of the Colorado Constitution. Seller has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement requires no further action or approval in order to constitute this Agreement as binding and enforceable obligations of Seller. The person signing this Agreement on behalf of Seller is authorized to do so.

(g) There are no contracts or agreements in effect with any party for the management or leasing of the Property that shall be binding on Buyer, and any such agreements shall be terminated by the parties thereto without a fee, penalty or liability to Buyer.

(h) Seller has not received any written notice of any violations (that remain uncured) of law, statutes, rules, governmental ordinances, orders or requirements noted or issued

by any governmental or quasi-governmental authority having jurisdiction over or affecting the Property, including, without limitation, violations of safety, accessibility, ADA, health, environmental, fire, zoning or subdivision laws, ordinances, codes and regulations.

(i) Seller has not (i) made a general assignment for the benefit of its creditors, (ii) instituted, or been the subject of, any proceeding to be adjudicated bankrupt or insolvent or consented to the institution of bankruptcy or insolvency proceedings against it, (iii) filed a petition, answer or consent seeking reorganization or relief under any applicable Federal or state bankruptcy law or consented to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or of any part of its property, or (iv) admitted in writing its inability to pay its debts generally as they become due.

6. General Matters.

(a) This Agreement can be amended only in writing by both parties and supersedes any and all agreements between the parties hereto regarding the Property which are prior in time to this Agreement.

(b) If any portion of the Property is taken by eminent domain or condemnation or any transfer in lieu of eminent domain or condemnation, Buyer may (i) terminate this Agreement in writing on or before the Closing Date, or (ii) complete the purchase of the Property without reduction in the Purchase Price but in the event of any taking by eminent domain or condemnation or any transfer in lieu of eminent domain or condemnation, Buyer shall be entitled at Closing and Seller shall at Closing assign to Buyer all condemnation awards and settlements with respect thereto; or in the event of the destruction or material damage to the improvements on the Property, Buyer shall be entitled at Closing and Seller shall at Closing assign to Buyer all insurance proceeds with respect thereto. In the event Buyer terminates this Agreement under this Section 8(b), the Deposit shall be returned to Buyer, all documents and any other funds in the possession of the Escrow Holder shall be returned immediately to the party having deposited the same and both parties shall be relieved of their respective obligations under this Agreement except for those which expressly survive the expiration or termination of this Agreement.

(c) Time is of the essence of this Agreement.

(d) Unless otherwise expressly provided herein, all tenders and notices required hereunder shall be made and given in writing by confirmed facsimile transmission to the parties hereto and their counsel at the facsimile numbers herein set forth and shall be effective as of the date of transmission; or by personal delivery (which shall be effective as of the date of delivery); or by mailing by U.S. certified mail, return receipt requested (which shall be effective as of the 3rd business day after deposit); or by private contract carrier (which shall be effective as of the date of delivery). Facsimile numbers and addresses for notice are:

If to Buyer:

Bohmco, LLC
23015 WCR 62
Greeley, CO 80631

Mailing Address
3620 W. 10th Street, Unit B, Suite 511
Greeley, Colorado 80634

If to Seller:

Board of County Commissioners
Morgan County
218 Kiowa Avenue
Fort Morgan, Colorado 80701
Telephone: (970) 542-3500
Facsimile: (970) 542-3556

With a Copy to:

Jeff Parker
Hoffmann, Parker, Wilson & Carberry, PC
511 16th Street, Suite 610
Denver, Colorado 80202
Telephone: (303) 825-6444
Facsimile: (303) 825-1269

(e) As specifically limited herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

(f) The performance and interpretation of this Agreement shall be controlled by the laws of the state in which the Property is located.

(g) Between the Effective Date of this Agreement and the Closing, Seller shall continue to operate the Property in the normal and ordinary course in accordance with its usual custom. Seller shall not, after the Effective Date, sell, convey, option, mortgage, encumber, lease, contract to do any of the foregoing, or otherwise convey, abandon, relinquish, cloud, or encumber title to the Property or any part thereof or interest therein in any manner which would in Seller's reasonable judgment, interfere with Seller's ability to close in accordance with the terms of this Agreement.

(h) Buyer acknowledges Seller's disclosure that the property may be located in a special taxing district. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

(i) The delivery of electronic or facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. Upon request, either party will deliver to the other the original of the agreement or instrument delivered by electronic mail or facsimile, however failure to furnish an executed original shall not affect the effectiveness of any execution evidenced by a facsimile signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7. Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday (a "business day").

8. Brokers' Fees. It is agreed and warranted by each party that no agent, person, or entity whatsoever is due any real estate commission for services performed in relation to this Agreement and Property described therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and Purchase the date and year first above written.

BUYER:

SELLER:

Morgan County

By: _____

By: _____

Name: _____

Name: Jon Becker

Chair, Board of County

Title: _____

Title: Commissioners for Morgan County

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 3 as described on the survey plat recorded in the records of the Morgan County Clerk and Recorder at reception number 1600813, located in Morgan County, Colorado.

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

RESOLUTION NO. 2022 BCC 22

**A RESOLUTION APPROVING A PERMIT FOR AN ACTIVITY OF STATE INTEREST
("1041 PERMIT) TO PUBLIC SERVICE COMPANY OF COLORADO DBA AS XCEL
ENERGY FOR ELECTRIC TRANSMISSION LINES AND SUBSTATION IN MORGAN
COUNTY**

WHEREAS, Public Service Company of Colorado, dba as Xcel Energy ("Xcel"), submitted an application for a permit for an activity of state interest ("1041 Permit");

WHEREAS, Xcel's application sought approval of approximately 48 miles of 345-kV transmission lines and a new substation, known as the Canal Crossing Substation, which are part of Xcel's Colorado's Power Pathway Project;

WHEREAS, in its application, Xcel further requested a partial waiver from Section 3-305(2)(b)(iii) of Morgan County's 1041 Regulations ("1041 Regulations") to not be required to submit title information listed in that subsection;

WHEREAS, prior to the submission of the application and in conformity with Section 3-304(1) of the 1041 Regulations, on April 26, 2022, the Morgan County Board of County Commissioners ("Board of County Commissioners") determined that no preliminary application would be required;

WHEREAS, on July 13, 2022, the County Planning Director granted the partial waiver requested by Xcel and the application was considered complete;

WHEREAS, a public hearing before the Board of County Commissioners on the application was scheduled for September 14, 2022;

WHEREAS, notice of the hearing was provided in accordance with Section 2-301 of the 1041 Regulations;

WHEREAS, on September 14, 2022, the Board of County Commissioners held a duly noticed public hearing on the application and received testimony and evidence from the applicant and public on the application;

WHEREAS, the Board of County Commissioners continued the public hearing to September 27, 2022 directing staff to address several outstanding issues and concerns;

WHEREAS, the Board of County Commissioners conducted the continued public hearing on September 27, 2022 and received additional testimony and evidence from staff, the public and the applicant; and

WHEREAS, after considering all relevant testimony and evidence, the Board of County Commissioners desires to approve the application, subject to certain conditions set forth herein.

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

1. APPROVAL.

The application is hereby granted, subject to the conditions set forth herein. This Resolution shall constitute the 1041 permit (hereinafter referred to as this “Resolution” or the “Permit”).

2. FINDING OF FACT.

Subject to the applicant meeting and complying with all conditions set forth herein, the following findings are made in accordance with the criteria found in Section 3-306 of the 1041 Regulations:

- a. *The health, welfare and safety of the citizens of this County will be protected and served.*

There are no anticipated substantial adverse impacts to the health, welfare and safety of the County’s citizens. Subject to the conditions set forth in this Permit, the impacts to agricultural land will be minimal as the right-of-way is 150 feet wide and certain agricultural activities may continue in the right of way. Although transmission lines can generate electromagnetic fields, Xcel’s lines will comply with all applicable laws, including the National Electric Code. Moreover, most of the lines will be in sparsely populated areas.

- b. *The natural and socio-economic environment of this County will be protected and enhanced.*

Impacts to the natural environment are anticipated to be temporary and limited in nature. Most impacts will occur during the construction phase, and Xcel will be required to use best management practices to avoid harm to areas outside of the lines’ right-of-way. Some relatively minor temporary economic benefits are expected as construction crews work on the Project. However, because the crews will be relatively small and the construction will be temporary, the direct economic benefits are not anticipated to be substantial. The installation of the transmission lines will provide additional opportunity for power generation projects to connect to Xcel’s system. Landowners may benefit by contracting for the use of their land for solar and wind generation projects that would otherwise not occur. These generation projects will come with benefits and drawbacks. New jobs will be available and construction crews will use local businesses. However, wind and solar projects have additional impacts on the area, including use of agricultural land, and noise, visual, and wildlife impacts.

- c. *All reasonable alternatives to the proposed action, including use of existing rights-*

of-way and joint use of rights-of-way, wherever uses are compatible, have been adequately assessed and the proposed action represents the best interests of the people of this County and represents the best utilization of resources in the impact area.

Xcel has provided a Routing and Siting Study as Attachment A to its application. Xcel undertook substantial efforts to engage with the public. See Section 3.4.1 for Segment 1 and Section 3.4.3 for Canal Crossing Substation and Segment 2 of the Routing and Siting Study for more information. The Routing and Siting addresses how Xcel considered a variety of factors in selecting the route of the transmission lines and how the route was modified to address these factors. A substantial portion of the route for the transmission line is in the public right-of-way. The transmission line routing and substation siting study information is set forth in Attachment A to Xcel's application. Section 11 of Xcel's narrative addresses alternatives considered by Xcel.

- d. *A satisfactory program to mitigate and minimize adverse impacts has been presented.*

There are no anticipated non-mitigated adverse impacts other than the potential impact on County roadways, the potential for construction-related pollution of irrigation ditches, canals, and waterways, and unremediated land subsequent to construction activity. These concerns are adequately mitigated via the condition for Xcel to enter into a road use agreement with the County which will require Xcel to return any damaged County roadways to their condition prior to Xcel-caused damage and operate on designated haul routes. Xcel will be required to fully remediate land, including irrigation ditches, damaged by its construction activities. See Section 12 of Xcel's narrative for additional details regarding how it will mitigate and minimize adverse impacts.

- e. *The nature and location or expansion of the facility complies with all applicable provisions of the master plan of this County, and other applicable regional, metropolitan, state, and national plans.*

The project is compatible with the County's master plan. It protects the agricultural character of the County, improves the state's renewable energy opportunities and brings renewable energy opportunities to the County.

- f. *The nature and location or expansion of the facility complements the existing and reasonably foreseeable needs of the service area and of the area immediately affected by the facility.*

The project is not anticipated to cause significant changes to the use of land in its area. Following construction, agricultural activities along the transmission line route can continue outside of the small area occupied by the transmission poles and the Canal Crossing Substation footprint.

- g. *The nature and location or expansion of the facility does not unduly or unreasonably impact existing community services.*

No additional governmental services are required by the project.

- h. *The nature and location or expansion of the facility will not create an expansion of the demand for government services beyond the reasonable capacity of the community or region to provide such services, as determined by the Board.*

No additional governmental services are required by the project during or after construction. There may be impacts on County roadways, which can be mitigated by requiring Xcel to prepare a traffic plan and remediate any damage caused to County roadways.

- i. *The facility site or expansion area is not in an area with general meteorological and climatological conditions which would unreasonably interfere with or obstruct normal operations and maintenance.*

The equipment will be designed to withstand unusual meteorological events. The transmission lines and substation will be able to function normally in a wide range of County weather conditions.

- j. *The nature and location of the facility or expansion will not adversely affect the water rights of any upstream, downstream, or agricultural users, adjacent communities or other water users.*

No water rights will be impacted by the Project.

- k. *Adequate water supplies are available for facility needs.*

Water for construction activities will be trucked into the location and obtained from local permitted water sources. Large quantities of water are not necessary for the project.

- l. *The nature and location of the facility or expansion will not unduly interfere with any existing easements for or rights-of-way, for other utilities, canals, mineral claims, or roads.*

As part of the land rights process, Xcel will identify existing easements and rights-of-way for other utilities, canals, mineral claims, or roads and will not cause any undue interference with existing easements or rights-of-way during construction and operation of Pathway.

- m. *Adequate electric, gas, telephone, water, sewage, and other utilities exist or shall be developed to service the site.*

Any utilities required for the project will be adequate.

- n. *The nature and location for expansion of the facility will not interfere with any significant wildlife habitat or adversely affect any endangered wildlife species, unique natural resource or historic landmark within the impact area.*

There will be impacts during construction of the Project, including increased construction equipment impact, noise, and dust. There could be sediment run off from the construction activities into irrigation ditches and other waterways. However, Xcel represents that it will implement best management practices to control sediment and runoff into canals and waterways during construction. Xcel will be regulated by CDPHE and is required to follow state standards to control fugitive construction dust. Once operational, most environmental impacts will be limited.

The transmission line route will span wetlands. Xcel believes it will be able to span most wetlands and therefore, will not adversely impact them. However, if a wetland cannot be spanned, Xcel will need to obtain appropriate permits from the Army Corps of Engineers.

Xcel has conducted studies on the impact of the project on species in the area and has been engaged with Colorado Parks and Wildlife regarding the routing and related impacts of the transmission lines in the area. There will be impacts to habitat due to clearing activities for construction. However, these impacts should be limited to the 150-foot right-of-way.

- o. *The nature and location or expansion of the facility, including expected growth and development related to the operation and provision of service, will not significantly deteriorate water or air quality in the impact area.*

Drainage facilities will be constructed to address the increased impervious area caused by the substation. Best management practices will be followed during construction to minimize run-off into waterways and irrigation ditches. There will be increased air pollution from fugitive dust, fumes, and construction equipment exhaust. Because the majority of the construction activity will occur in sparsely-populated areas, the impacts are anticipated to be minimal. The County retains its nuisance-enforcement authority and will regulate Xcel's construction activity if it results in adverse impacts to the neighboring properties.

- p. *The geological and topographic features of the site are adequate for all construction, clearing, grading, drainage, vegetation, and other needs of the facility construction or expansion.*

The substation location is flat and minimal grading activity is expected. The majority of the transmission line route is also relatively flat. Therefore, no major

topographic issues are expected. There will be clearing of vegetation within the 150-foot right-of-way to facilitate construction activities. Any damages will be reclaimed upon completion of construction.

- q. *The existing water quality of affected state waters will not be degraded below state and federal standards or established baseline levels.*

There is some risk of runoff from the construction area into local waterways and irrigation ditches. However, Xcel will employ best management practices to avoid any significant issues. Upon completion of construction, the transmission line infrastructure will span most wetlands and waterways. If wetlands or waterways of the United States cannot be avoided, Xcel will be required to obtain federal permits.

- r. *The proposed project will not have a significantly adverse net effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability, and depth of aquifers in the impact area.*

See Section (q), above. There will be no impact on aquifers.

- s. *The benefits of the proposed developments outweigh the losses of any natural resources or reduction of productivity of agricultural lands as a result of the proposed development.*

Minimal loss of agricultural land is anticipated. There could be some impact on natural resources, primarily resulting from impact of construction activity on wildlife habitat. However, Xcel is working with CPW to limit these impacts. The proposed development will provide some short terms economic benefit to local businesses during construction. The longer term benefits include the opportunity for renewable power generation operations in the County to connect to the transmission facilities and the related environmental impacts of clean energy sources (wind and solar).

- t. *The applicant has obtained or will obtain all property rights, permits, and approvals necessary for the proposed project, including surface, mineral, and water rights and easements for drainage, disposal, utilities, access, etc. If the applicant has not obtained all necessary property rights, permits and approvals, the Board may, at its discretion, grant the permit conditioned upon completion of the acquisition of such rights prior to issuance of a zoning or building permit by the County.*

Xcel will be required to obtain all necessary property rights for the transmission lines prior to commencement of construction. Xcel is unlikely to have the rights for all property in the County at commencement of construction, but will not commence construction on any section until the underlying rights are acquired.

- u. *The proposed project will not present an unreasonable risk of exposure to or release of toxic or hazardous substances within the impact area. The determination of effects of the project shall include the following considerations:*
 - (i) *The means by which outdoor storage facilities for fuel, raw materials, equipment and related items are adequately enclosed by a fence or wall;*
 - (ii) *The likelihood of hazardous materials or wastes being moved off the site by natural causes or forces;*
 - (iii) *Containment of inflammable or explosive liquids, solids or gases.*

No hazardous material is involved in the project other than fuel, lubricants, and coolants for machinery, which Xcel will store at its temporary construction areas. The County will be issuing permits for these temporary areas and will require that such material be stored appropriately in a manner that minimizes the risk of any spills.

- v. *The scope and nature of the proposed project will not create duplicate services within the County.*

The transmission lines and substation fill a need for more transmission-related capacity for renewable energy generation facilities. They will not duplicate existing services in the County.

- w. *If the purpose and need for the proposed project are to meet the needs of an increasing population within the County, area and community development and population trends demonstrate clearly a need for such development.*

The project is not aimed at meeting the needs of the County due to its increasing population.

3. CONDITIONS.

The approval of the use by special review is conditioned upon the following:

- a. Prior to beginning construction on each parcel, all necessary land use, environmental, and construction permits, approvals and authorizations for that work will be obtained as required and may include, but are not limited to, land use permits, right-of-way (ROW) permits, road use agreements, access permits, oversize/overweight permits, grading permits, and stormwater permits.
- b. Any equipment additions at the Pawnee substation which are included in the Power Pathway project are not approved as part of this 1041 permit. Xcel is required to obtain any applicable land use approval for any equipment additions at the Pawnee substation.

- c. No poles shall exceed a height of 190 feet. Xcel shall notify the County Planning Administrator of the location for poles that exceed 140 feet in height with an explanation of the reason for the excess height.
- d. The Canal Crossing Substation shall be enclosed by a security fence at least 10 feet tall and be secured at all times.
- e. Prior the commencement of construction in Morgan County, Xcel will enter into a road use agreement for the use of any public road during construction which shall include the following:
 - i. A map showing which County roads will be used during construction.
 - ii. A pre-construction baseline inventory of County roads to be used during construction to document their pre-construction condition, obtained by and paid for by the applicant.
 - iii. A mitigation plan to address traffic congestion, control, and potential impacts to County roads to be used during construction. The mitigation plan shall also include any dust mitigation activities.
 - iv. A requirement that the applicant return any County roads to their pre-construction baseline condition.
 - v. A requirement to post financial security in an amount not less than one hundred fifteen percent (115%) of the estimated cost to complete all road restoration, in the form of an irrevocable letter of credit or cash escrow. Cost estimates shall be provided by a licensed Colorado engineer. Upon preliminary acceptance of the restored public road, the County shall release all but fifteen percent (15%) of total actual costs of restoration of the public roads, so long as Xcel is not in default of any provision of the road use agreement. The County shall inspect the restored roads and Xcel shall pay to the County the cost incurred by the County in conducting such inspections. These costs shall be due and payable upon demand of the County. Xcel shall be responsible for correcting or properly completing the restoration.
 - vi. The residual fifteen percent (15%) retained by the County shall act as security for Xcel's guarantee that the restoration remains free of defect during a two-year warranty period. Xcel may at any time during the preliminary acceptance or warranty period offer to provide a substitute or supplemental form of financial security to that security as originally posted with and/or retained by the County. The County may accept substitute or supplemental forms of security in its sole discretion.

- f. Prior the commencement of construction on any parcel, Xcel must obtain all necessary permissions from landowners to use private roads or develop access roads on any private property. No private access roads, new or currently in use, shall become public rights of way unless approved and accepted by the Board of County Commissioners. Any new access from County roads will require a driveway permit issued by the Morgan County Road and Bridge Department.
- g. The County will require temporary use permits for all temporary construction areas, any staging or laydown areas, or other temporary areas for construction activities (“Temporary Areas”). Xcel is required to obtain a temporary use permits for all Temporary Areas prior to placing any equipment, materials or any other items associated with the Pathway Project in the temporary construction area. To obtain a temporary use permit, at a minimum, Xcel must provide a map showing the Temporary Area by size (acreage and perimeter), a list of materials and equipment to be stored on the Temporary Areas, activities within the area (e.g., grading, storage, etc.), the length of time the temporary construction or staging or laydown areas will be in use and in the case of concrete batch plants, a copy of the APEN issued by the Colorado Department of Public Health and Environment. Temporary use permits issued for Temporary Areas may not be issued for a period longer than one year. There is no limit on the number renewals for the temporary use permits; however, Xcel must notify the County at least thirty (30) days prior to the end of a permit of its intent to renew. It shall be a condition of every temporary use permit issued under this provision that all equipment and materials must be removed from the Temporary Areas and the area returned to a condition similar to its condition prior to construction, in accordance with paragraph 10 below. No permanent structures may remain in the Temporary Areas unless approved by the County pursuant to the applicable Morgan County Zoning Regulations.
- h. The temporary use permit previously granted to Xcel at the northeast corner of County Road F and County Road 18 and due to expire shall become part of this 1041 permit and subject to the provision in paragraph 7 above.
- i. Prior to use of any helicopters in connection with the initial construction of the Power Pathway project, Xcel shall provide at least thirty (30) days’ written notice to the County Planning Administrator of the location of the helicopter fly yard and dates and hours of helicopter use. Xcel shall comply with all FAA requirements, including but not limited to, notice of evacuation to residences.
- j. Within one year from completion of construction of the project, all Temporary Areas and transmission lines rights of way, not needed for Xcel’s on-going operations in Morgan County or not used for crop production, shall be reclaimed and/or reseeded as soon as practicable, unless the County Planning Administrator grants an extension for demonstrated good cause.
- k. Construction occurring within ¼ quarter mile of any residence shall not commence earlier than 7 a.m.

- l. Xcel shall prevent the existence of any nuisances by way of its construction activities. All trash, litter, construction waste and any potentially hazardous materials shall be disposed of properly off-site. If the County determines that a nuisance exists and the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the County after notice to Xcel and an opportunity for abatement, the County may, upon thirty (30) days' notice under this Agreement, draw upon the Performance Guarantee to pay the cost and expenses of abating the nuisance. The decision to draw on the Performance Guarantee shall be within the sole discretion of the County.
- m. Xcel shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.
- n. A drainage plan for the substation must be submitted for County review prior to the commencement of construction of the substation.
- o. Xcel shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice Xcel for costs and fees and payment will be due by Xcel within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County.
- p. The centerline of the transmission poles shall be offset from existing water wells by the legally permissible re-drilling radius plus thirty-five (35) feet ("Restricted Area"), unless Xcel obtains the necessary real property rights that permit Xcel to limit the water well owner's ability to operate, maintain or replace an existing water well within such Restricted Area. Evidence of such permission shall be provided to the County Planning Department.
- q. Xcel shall use reasonable efforts to minimize the impacts to the use of farming equipment and agricultural operations when selecting pole placements.

4. GENERAL PROVISIONS.

- a. The Board of County Commissioners retains continuing jurisdiction over this Permit to ensure compliance with this Permit and the 1041 Regulations. County Representatives are authorized to inspect the property upon which the Project will be located at any reasonable time upon notice to the owner and Xcel.
- b. This approval is conditioned on compliance with all information and representations contained in the application and presented by the Xcel, which are incorporated into this Permit.
- c. Xcel shall comply and ensure compliance by its contractors and agents with all requirements, conditions and design standards set forth herein. Noncompliance

shall be grounds for revocation of this permit by the Morgan County Board of Commissioners pursuant to the procedures in the 1041 Regulations.

APPROVED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

Jon J. Becker, Chairman

Gordon H. Westoff, Commissioner

Mark A. Arndt, Commissioner

ATTEST:
(SEAL)

Kevin Strauch, Clerk to the Board

COMMISSIONERS CALENDAR

September 30, 2022 through October 11, 2022

| | | |
|--------------------|---|--|
| September 30, 2022 | | Daily County Business |
| October 3, 2022 | 12:00 p.m. | Office Meeting |
| October 4, 2022 | 9:00 a.m. | Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) |
| October 5, 2022 | | Daily County Business |
| October 6, 2022 | | Daily County Business |
| October 7, 2022 | 8:00 a.m. | CCI Legislative Committee & General Membership Meeting |
| October 10, 2022 | | Morgan County Offices Closed in Observation of Indigenous People Day |
| October 11, 2022 | 9:00 a.m. 10:00 a.m. 10:00 a.m. 11:00 a.m. | Ambulance Department Meeting County Attorney Office Hours Human Resources Department Meeting Finance 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 09/30/2022 @ 4:00 P.M. by Karla Powell, 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.

Vondy
2 Lot Minor Subdivision

Tim Naylor, Hannah Dutrow
AGPROfessionals
Kraft Family Dairies, LLC
Amended Special Use and Vesting
Rights

Board of County Commissioners Hearing

October 4, 2022

9:00 A.M.

Vondy
Minor Subdivision

BCC

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- BCC – **Vondy 2 Lot Minor Subdivision**
 - Agenda, File Summary, PC Minutes
- New Information
 - BCC Notification, Sign Posting Affidavit, Other new Information
- PC
 - PC File Summary
- Additional Information
- Original Submittal
- Applicant Narrative
- Site Plan/Maps
- Proof of Ownership
- Utilities & Access
 - Water
 - Water Use, Ownership and Well Sharing Agreement
 - Sewer and Electric
- Environmental Impacts
 - Morgan County extension Office
 - Animal Counts
- Technical
 - Right to Farm, Application Fee Receipt, Tax Account Statement, Mineral Rights Notifications, Soil Map
- Referrals & Responses
 - Referrals sent and responses received, Landowner Letters sent and responses received, PC Notification and responses received



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

September 28, 2022

TO: Board of County Commissioners
DATE: Tuesday, October 4, 2022
TIME: 9:00 A.M.
PLACE: Assembly Room – B Level
Morgan County Administration Building
231 Ensign, Fort Morgan, CO

AGENDA

NEW BUSINESS:

1. **Applicant:** Gary and Deb Vondy
Landowner: Dola Smith
Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.
Request: Minor Subdivision to plat approximately 15.09 acres into two lots.
2. **Applicant:** Tim Naylor, Hannah Dutrow/AGPROfessionals
Landowner: Kraft Family Dairies, LLC
Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701
Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 Animal Units to 15,000 Animal Units. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.

OTHER MATTERS:

ADJOURN:

BCC

BCC File Summary

PC Minutes from previous hearing



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT
MORGAN COUNTY BOARD OF COMMISSIONERS
FILE SUMMARY**

October 4, 2022 Hearing date

APPLICANT and LANDOWNER: Gary and Deb Vondy – Dola Smith

This application is for a 2-lot Minor Subdivision of 15.09 acres located in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.

There are currently two single-family residences on each proposed Lot. The property is zoned agricultural.

The applicants are requesting approval of the minor subdivision to create two new lots. Lot 1 – 12.98 acres and Lot 2 – 2.11 acres.

Section 8-195 of the Morgan County Subdivision Regulations requires review of the listed criteria and compliance to be determined prior to approval of the proposed subdivision.

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

- (A) Whether the application documents are complete and present a clear picture of how the subdivision is to be laid out including all infrastructure, easements, and access.
The application documents are complete:
- 1) Northeast Colorado Health Department has issued a letter regarding existing onsite wastewater treatment systems on Lots 1 and 2.
 - 2) Colorado Division of Water Resources has supplied available information for a domestic well permit. The well is located on Lot 1 and services both lots. A draft well-sharing and easement agreement between the parties to be recorded at closing.
 - 3) Both lots access from County Road 26. Road and Bridge has no objection to the continued use of the existing driveways that provide access.
 - 4) Property is located in the Brush Fire District.
 - 5) Soil map was provided by the Natural Resources Conservation Service.

- 6) The applicant notified the mineral rights owners.
 - 7) Animal units will be per zoning requirements approved by the Morgan County Extension Service.
 - 8) Right to Farm notices were signed by both property owners and provided with the application.
 - 9) Lots 1 and 2 are developed as single family residences.
- (B) Whether the proposed subdivision is consistent with the Morgan County Comprehensive Plan.
The subdivision is located in the south central planning area.
Chapter 2.II.C.1., County Wide
Goal: To encourage development where proposed development is compatible with existing land uses and access to public infrastructure is established-current residences have been there since 1973 and 1974.
- (C) Whether the proposed subdivision is compatible with surrounding land uses and is adequately buffered as needed.
This subdivision is located in the Agricultural Production District and buffering is not required, uses are compatible.

The following conditions are recommended by staff, if the Minor Subdivision is approved:

1. The shared well agreement to be executed and recorded contemporaneously with the minor subdivision plat.

It should be noted that a portion of the existing water line to Lot 2 may cross the property of a third party (Xcel). No express easement exists for water line on this property. It is the applicants' position that there is an implied easement for the water line across this property. If the Board desires to address this issue, it could require, prior to the approval of the subdivision, the applicants to obtain an express easement for the water line from Xcel or require the applicants to obtain a court order determining the legal status of the easement.

The Planning Commission recommended approval on a vote of 5 in favor and 0 opposed, 2 members were absent with the following recommended conditions:

1. The waterline needs to be surveyed.
2. Change radius around the well to possibly 30 feet instead of 10 feet in the well sharing agreement.

The applicant is agreeable to changing the radius around the well for maintenance from 10 to 30 feet in the well sharing agreement.

Nicole Hay
Morgan County Planning Administrator

NEW INFORMATION

BCC Notification

Sign Posting Affidavit

Any other new information received after PC
hearing

**NOTICE OF MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING TO REVIEW TWO LAND USE APPLICATIONS**

Notice is hereby given that on Tuesday, October 4, 2022 at 9:00 a.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:

- 1.) **Applicant:** Gary and Deb Vondy
Landowner: Dola Smith
Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.
Request: Minor Subdivision to plat approximately 15.09 acres into two lots.
Date of Application: July 6, 2022.

- 2.) **Applicant:** Tim Naylor, Hannah Dutrow/AGPROfessionals
Landowner: Kraft Family Dairies, LLC
Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701
Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 animal units to 15,000 animal units. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.
Date of Application: July 28th, 2022.

**THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND
MEETINGS REMOTELY VIA ZOOM. 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/83012921039>

Or Telephone:

Dial:

US: +1 346 248 7799

Webinar ID: 830 1292 1039

The applications and all materials are available for inspection at the Planning Administrator's Office, 231 Ensign Street, basement, Fort Morgan, Colorado, during regular office hours. At the time of hearing, opportunity will be given for the presentation of evidence in support of or in opposition to the application.

Nicole Hay
Morgan County Planning Administrator

Published: September 17, 2022

Attach Picture of sign here (BCC)

The above sign was posted on (date) 9.23.22, pursuant to the
Morgan County Zoning Resolution by (name of applicant) Debra L. Vandy.

Project name and number: 2 Lot Minor Subdivision M52022-0006

Signature of Applicant/Representative: Debra L. Vandy

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)


JENAFER SANTOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194036716
MY COMMISSION EXPIRES 10/03/2023

Signed before me this date: 9.26.22

My Commission expires: 10.03.23

NOTARIZED BY:

Jenifer Santos

A photograph of a blue public hearing notice sign. The sign is rectangular with a light blue background and a thin wooden border. It is supported by two wooden stakes and stands in a yard with dry grass and purple flowers. In the background, there are large green trees and a glimpse of a house. The sign contains the following text:

NOTICE OF PUBLIC HEARING ON LAND USE
APPLICATION BEFORE THE BOARD OF COUNTY COMMISSIONERS
Applicant: Gary and Deb Vondy
Landowner: Dola Smith
Reason: 2 Lot Minor Subdivision
Location of Hearing: 231 Ensign Street, Fort Morgan, CO 80701
Date of Hearing: Tuesday, October 4th, 2022 at 9:00 AM

WATER USE, OWNERSHIP AND WELL SHARING AGREEMENT

THIS WATER USE, OWNERSHIP, AND WELL SHARING AGREEMENT, is made and entered into this ____ day of October, 2022, by and between DOLA J. SMITH (hereinafter, "Smith") and GARY L. AND DEBRA L. VONDY (hereinafter, "Vondy").

WITNESSETH:

THAT Smith owns that certain property located in Morgan County, Colorado, described as follows:

Lot 1, Vondy Minor Subdivision in the East Half of the Southeast Quarter (E1/2SE1/4) of Section 17, T3N, R56W, 6th P.M., Morgan County, Colorado.

Also known as 15089 CR 26, Brush, CO 80723

(hereinafter, "Lot 1"); and

THAT Vondy owns that certain property located in Morgan County, Colorado, described as follows:

Lot 2, Vondy Minor Subdivision in the East Half of the Southeast Quarter (E1/2SE1/4) of Section 17, T3N, R56W, 6th P.M., Morgan County, Colorado.

Also known as 15115 CR 26, Brush, CO 80723

(hereinafter, "Lot 2"); and

THAT Smith conveyed Lot 2 to Vondy after receiving approval for a minor subdivision from Morgan County. The Vondy Minor Subdivision Plat is recorded at reception number _____ of the records of the Clerk & Recorder of Morgan County, Colorado (the "Subdivision Plat"); and

THAT Lot 1 contains a certain domestic well permit number 64719 used for the benefit of both Lot 1 and Lot 2 (the "Well"). The location of the Well is designated on the Subdivision Plat.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Well Ownership, Maintenance, and Use.** The Well and associated water system facilities (e.g. pump, fittings at the well head, pump house, foot valves and any water line pipes or pipelines jointly used) shall be owned one-half by Vondy, their successors and assigns and one-half by Smith and her successors and assigns. The expense of maintaining, repairing, and replacing the Well shall be borne equally by both parties. The electric bill for the Well, if on a single meter, shall be split equally by the parties. Any individual water lines and meter shall belong exclusively to and be the sole responsibility of the owner of the property served by said line or meter.
2. **Smith Easement Grant.** Smith hereby grants to Vondy an easement to maintain, operate, repair, and replace the Well and the individual underground water line that services Lot 2. Said easement shall consist of a 30 foot radius around the Well and a strip of land 10 feet on each side of the line as it currently runs underneath Lot 1. Said easement includes the right of ingress and egress over and across Lot 1 for purposes of operating, maintaining, repairing, and replacing said underground water line and Well. This easement shall run appurtenant to Lot 2. Neither Vondy nor any future holder of this easement may expand the use of the easement to include different uses or to service property other than Lot 2.
3. **Cooperation.** The parties hereto and their successors and assigns shall cooperate with each other at all times to promote the proper function and use of the Well and water system to provide and optimum water supply on demand at all times possible based upon the natural availability of water. The parties shall not waste water and shall endeavor to use no more than their respective share of the available water. The parties shall cooperate on the future maintenance, operation, repair, replacement or improvement of the Well and associated water system facilities. Each owner shall be responsible for one-half (1/2) of the costs associated with the operation maintenance, replacement and repairs to the Well and the shared water system facilities. In the event the parties are unable to agree on any required maintenance, repair, replacement or improvement, any party shall be entitled to undertake the minimal maintenance, repair, replacement or improvement necessary and essential for proper functioning of the common facilities. In the event a party determines to undertake such work unilaterally, such party shall notify the other in writing. The party undertaking the

work shall, upon completion, provide the other party with a written statement of work preformed and the other party's proportionate share of the cost of the same. In the event a party fails to pay the proportionate share of any amount due within thirty (30) days after presentment, the party which has paid such costs and expense shall be entitled to pursue any remedy available at law or in equity.

4. **Easement Non-Exclusive.** The easement granted herein is non-exclusive, and Smith shall continue to enjoy the right to use Lot 1 so long as such use does not interfere with or impair the ability of Vondy to enjoy the full use of an easement granted herein.
5. **Entire Agreement.** This Agreement contains the entire agreement of the parties concerning the subject matter herein and supersedes all prior agreements, if any.
6. **Governing Law.** For purposes of this Agreement, the parties agree that they shall submit to the jurisdiction of the Morgan County Courts. (Colorado)
7. **Attorney Fees.** In the event that either party is reasonably required to utilize the services of any attorney to initiate litigation and enforce any provisions hereof, then the party, prevailing in such litigation, whether the party initiating litigation or otherwise, shall be entitled to its reasonable attorney fees, court costs and all costs of such litigation, including, without limitation, costs of discovery.

IN WITNESS WHEREOF the parties have set their hands and seals the date and year first written above.

Dola J. Smith

Gary L. Vondy

Debra L. Vondy

STATE OF COLORADO)
) ss
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this ____ day of August, 2022 by Dola J. Smith, Gary L. Vondy, and Debra L. Vondy

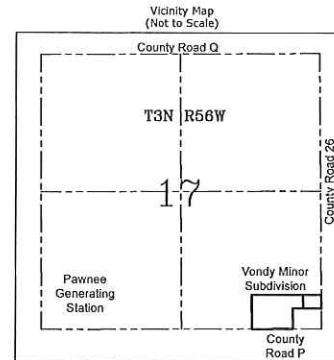
WITNESS my hand and official seal.

Notary Public

VONDY MINOR SUBDIVISION PLAT

CASE #MS2022-00XX

in the East Half of the Southeast Quarter (E½SE¼) of Section 17, T3N, R56W, 6th P.M.
Morgan County, Colorado



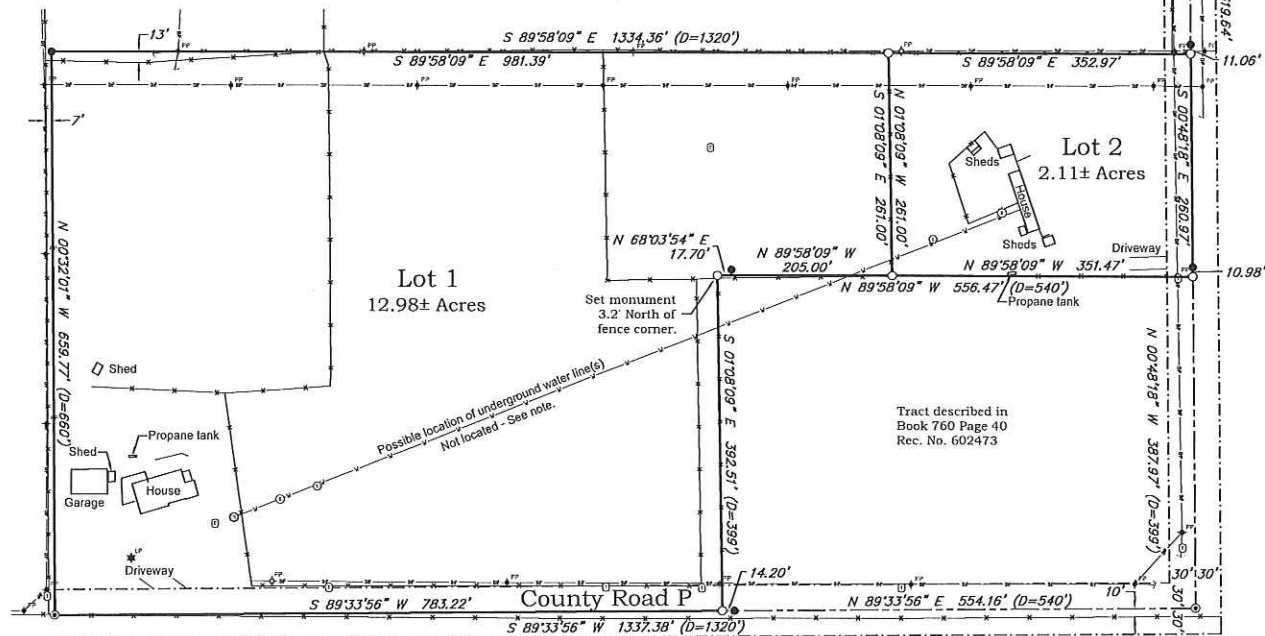
South 1/16 Corner
Sections 16 & 17
Found 3/4" brass cap
in concrete
0.5' below surface.
LAT:40°13'20.5584"N
LON:103°39'38.9792"W



0 100 200 300
1"=100'

Tract described in
Book 710 Page 550
Rec. No. 551494

SE¼ SE¼ Section 17
T3N R56W, 6th P.M.



East 1/16 Corner Sections 17 & 20
Found nail in top of railroad tie post
witnessed by 3/4" brass cap in concrete
and #6 rebar with 2 1/2" aluminum cap
per monument records.
LAT:40°13'07.3561"N
LON:103°39'55.8903"W



Southeast Corner
Section 17
Found 3/4" brass cap
in concrete
2' below surface.
LAT:40°13'07.5228"N
LON:103°39'38.6552"W



Certificate of Ownership

Know all men by these presents that Dola J. Smith, being the owner of certain lands in Morgan County, Colorado, described as follows:

The south 660 feet of the east 1320 feet of the SE¼ of Section 17, Township 3 North, Range 56 West of the 6th p.m., Morgan County, Colorado, EXCEPT a tract of land described as follows: commencing at the SE corner of Section 17, thence in a northerly direction along the east line of Section 17, for a distance of 399 feet; thence in a westerly direction parallel to the south line of Section 17 for a distance of 540 feet; thence in a southerly direction to the south line of section 17 for a distance of 399 feet; thence in an easterly direction along the south line of Section 17 for a distance of 540 feet to the point of beginning.

Has by these presents laid out, platted and subdivided the same, as shown on this plat, under the name and style of Vondy Minor Subdivision

Dola J. Smith

The foregoing certification was acknowledged before me this _____ day of _____ 20____.

WITNESS my hand and official seal.

Notary Public

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 requirements 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 hereinabove 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.

Morgan County is not responsible for quantity or quality of water supplied to this exemption.

Commissioners' Certificate

Approved this _____ day of _____ 20____, board of county commissioners, Morgan County, Colorado.

This approval does not guarantee that the size, soil conditions, or flooding conditions of any lot shown hereon are such that a building permit, well permit, or sewage disposal permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the subdivider and not the County of Morgan.

Chairman, Board of County Commissioners

Attest:

Clerk to the Board

Clerk and Recorder's Certificate

State of Colorado)
County of Morgan) ss.

I hereby certify that this instrument was filed in my office at

_____, M., this _____ day of _____ 20____, and is duly recorded in Reception No. _____.

Fees _____ paid.

Recorder

Deputy

Legend

- Found monument as described
- Found #5 rebar with 2" aluminum cap marked MERRICK & CO. PLS 33200
- Set #5 rebar with 1 1/2" aluminum cap marked THOMPSON PLS 38321
- Telephone or fiber optic pedestal and/or warning sign
- Underground electric service and/or transformer
- Power pole
- Power pole with underground service
- Guy anchor
- Water well
- Septic tank
- Septic Cleanout
- Leach field location per owner (approximate)
- Section or Quarter-Section line
- County road right-of-way line
- Surveyed tract boundary
- Fence
- Overhead power line

Notes

This survey does not constitute a title search by Forty North, LLC to determine ownership or easements of record. Forty North, LLC relied upon Commitment Number NCT23657, prepared by First American Title Insurance Company, dated November 8, 2021 at 8:00 a.m. for all information regarding easements, rights-of-way, and title of record. The following items are Exceptions shown on Schedule B, Part II of said title commitment.
Exceptions 8, 11, 12, and 15 cover the entire property.
Exception 9 (County Road 26) is shown hereon.
Exception 10 (Irrigation R/W File No. 23) This right-of-way could not be located.
Exception 13 (Ditch B680 P387) The right-of-way for the ditch along the west edge of the surveyed property referred to in this deed could not be located.
Exception 14 (Road Rights-of-Way B62 P109) This order declares every section and township line in Morgan County on the public domain as of the date thereof to be the center of county roads, 60 feet wide, 30 feet on each side of said section and township lines.

The property description hereon is from a quit claim deed recorded in the Morgan County, Colorado records in Book 980 at Page 138 with Reception No. 748260.

Boundary Determination

The E½SW¼ Section 17 was acquired by Joe & Esther Bowman in 1956 (Book 571 Page 370 Reception No. 423386). The Bowmans conveyed the parent parcel of the surveyed tract in 1963 described as the South 660 feet of the East 1320 feet of the SE¼ (Book 680 Page 387 Reception No. 508639). I hold that the Bowmans intended to sell the South 660 feet of the E½SE¼ regardless of its east-west width. The tract excepted from the surveyed tract (Book 760 Page 40 Reception No. 602473) and adjoining tracts in the E½SW¼ Section 17 (Book 710 Page 550 Reception No. 551494, etc.) are described by distances along the section lines from the southeast corner of Section 17. Long-standing fences spaced at very nearly the distances called for in these deeds are, in my opinion, the best available evidence of the locations of the intended boundaries. These fences were apparently measured from a point approximately 11 feet south and 15 feet west of the existing monument at the southeast corner of Section 17. This point from which the fences were apparently measured lies near an east-west fence approximately 1320 feet east of the southwest corner of the E½SE¼. According to monument records, the existing monument at the southeast corner of Section 17, a 3/4" brass cap set in concrete, was set in 1982 and it may be a perpetuation of an earlier monument set in 1975 at the intersection of an east-west fence and the center line of County Road 26. I accept this monument as the southeast corner of Section 17, but I hold that it was not the location of the section corner intended by the parties of the original subdivision when the deed descriptions were written.

Monuments set by Roger D. Nelson, PLS 33200 at deed distances from existing aliquot corner monuments (see LSP 2011-28 recorded with Reception No. 1601544) differ significantly from the long-standing fences. I have rejected the Nelson monuments at the northeast corner of the surveyed tract and at the corners of the tract excepted from the surveyed tract (Book 760 Page 40 Reception No. 602473) and have instead established those corners based on the long-standing fences.

Utility information shown hereon is from observed above-surface evidence only. No underground utilities were located. According to the owner, the well on Lot 1 supplies water to both Lot 1 and Lot 2. The water line or lines between the water well and the improvements on Lot 1 and Lot 2 were not located for this survey. The line shown on this plat representing the water line between the well and the improvements on Lot 2 is for illustrative purposes only and does not represent the actual location of the water line or lines.

Bearings of this survey are grid bearings of a transverse Mercator projection having a central meridian of 103° 13' W (NAD83). The east boundary of the southeast quarter of the southeast quarter of Section 17 between monuments described hereon bears S 00°48'18" E.

Distances are expressed in U.S. Survey Feet as measured horizontally and adjusted to surface using a combined scale factor of 1.000185 (exact).

Distances labeled (RN) are from a survey plat by Roger D. Nelson, PLS 33200 recorded in the Morgan County, Colorado records with Reception Number 1601544.

Distances labeled (D) are from deeds recorded in the Morgan County, Colorado records with Reception Numbers 551494, 602473, and 748260.

Geographic coordinates refer to NAD83 (2011) (Epoch 2010.0), and are based on GNSS observations constrained by the National Spatial Reference System.

The field work was commenced on April 20, 2022 and completed on May 14, 2022.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Surveyor's Statement

I, John W. Thompson, a Licensed Professional Land Surveyor in the State of Colorado do hereby state that this survey and this resulting plat were made by me or under my responsible charge and are in accordance with applicable standards of practice and that the monuments shown hereon actually exist and that this plat and the notes shown hereon accurately represent said survey to the best of my knowledge, information and belief.
This statement is not a guaranty or warranty, either expressed or implied.

In witness whereof I set my hand and official seal this 13th day of September, A.D. 2022.

John W. Thompson

Colorado PLS 38321

For and on behalf of Forty North, LLC

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE RELIED UPON AS A FINAL SURVEY DOCUMENT.



Vondy Minor Subdivision

| | | |
|------------------|----------------------|-----------------------------------|
| DRAWN JT | DATE 9/13/22 | Section 17 T3N, R56W, 6th P.M. |
| FB B8 P76 | EQ T-LS+ SET550RX | Morgan County, Colo. |
| SCALE 1"=100' | SHEET 1 of 1 | PROJECT NO. 1260.001 |
| | | REV. - |

Vondy Minor Sub
Planning Commission
Original Packet

PC

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- Technical
 - Right to Farm, Application Fee Receipt, Tax Account Statement, Mineral Rights Notifications, Soil map
- Referrals & Responses
 - Referrals sent and responses received, Landowner Letter sent and any responses received, PC Notification and any responses received

PC

PC Agenda

PC File Summary

PC Minutes to be approved



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

Monday, September 12th, 2022
AGENDA

TO: Morgan County Planning Commission
DATE: Monday, September 12, 2022
TIME: 7:00 P.M.
PLACE: Assembly Room – Option of remote attendance via ZOOM

Link to Zoom meeting:

<https://us02web.zoom.us/j/86952658445>

Or Telephone:

Dial:

US: +1 669 900 9128

Webinar ID: 869 5265 8445

All materials are available for inspection at the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado, during regular office hours. At time of the public hearing an opportunity will be given for presentation of evidence related to the application.

AGENDA

Roll Call

Agenda

Minutes from 6.13.2022

NEW BUSINESS:

- Applicant:** Gary and Deb Vondy
Landowner: Dola Smith
Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.
Request: Minor Subdivision to plat approximately 15.09 acres into two lots.

2. **Applicant:** Tim Naylor, Hannah Dutrow/AGPROfessionals

Landowner: Kraft Family Dairies, LLC

Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701

Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 head of cattle to 15,000 head of cattle. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.

OTHER MATTERS:

ADJOURN:



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION
FILE SUMMARY**

September 12, 2022 Hearing date

APPLICANT and LANDOWNER: Gary and Deb Vondy – Dola Smith

This application is for a 2-lot Minor Subdivision of 15.09 acres located in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.

There are currently two single-family residences on each proposed Lot. The property is zoned agricultural.

The applicants are requesting approval of the minor subdivision to create two new lots. Lot 1 – 12.98 acres and Lot 2 – 2.11 acres.

Section 8-195 of the Morgan County Subdivision Regulations requires review of the listed criteria and compliance to be determined prior to approval of the proposed subdivision.

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

- (A) Whether the application documents are complete and present a clear picture of how the subdivision is to be laid out including all infrastructure, easements, and access.
The application documents are complete:
- 1) Northeast Colorado Health Department has issued a letter regarding existing onsite wastewater treatment systems on Lots 1 and 2.
 - 2) Colorado Division of Water Resources has supplied available information for a domestic well permit. The well is located on Lot1 and services both lots. A draft well-sharing and easement agreement between the parties to be recorded at closing.
 - 3) Both lots access from County Road 26. Road and Bridge has no objection to the continued use of the existing driveways that provide access.
 - 4) Property is located in the Brush Fire District.
 - 5) Soil map was provided by the Natural Resources Conservation Service.

- 6) The applicant notified the mineral rights owners.
 - 7) Animal units will be per zoning requirements approved by the Morgan County Extension Service.
 - 8) Right to Farm notices were signed by both property owners and provided with the application.
 - 9) Lots 1 and 2 are developed as single family residences.
- (B) Whether the proposed subdivision is consistent with the Morgan County Comprehensive Plan. The subdivision is located in the south central planning area.
Chapter 2.II.C.1., County Wide
Goal: To encourage development where proposed development is compatible with existing land uses and access to public infrastructure is established-current residences have been there since 1973 and 1974.
- (C) Whether the proposed subdivision is compatible with surrounding land uses and is adequately buffered as needed.
This subdivision is located in the Agricultural Production District and buffering is not required, uses are compatible.

The following conditions are recommended if the Minor Subdivision is approved:

- (1) The shared well agreement to be executed and recorded prior to the plat being recorded.

All appropriate notice requirements have been completed.

Nicole Hay
Morgan County Planning Administrator

ADDITIONAL INFORMATION

Any additional information received
since PC packet was sent to members

ORIGINAL SUBMITTAL

Original Application



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

PERMIT # MS2022 - 0006

| | |
|---|---------------------------|
| Date Received <u>7/6/22</u> | Received By <u>JS</u> |
| Fee: <input type="checkbox"/> Administrative Review \$300 <input type="checkbox"/> Full Review \$ | |
| Ck/CC #: <u>4783</u> | Paid <u>7/18/22</u> |
| Recording Fee \$ | Ck/CC #: Paid / / |
| PC Date: / / | BOCC Date: / / |
| 100 Year Floodplain? <u>Y/N</u> | Taxes Current? <u>Y/N</u> |

MINOR SUBDIVISION APPLICATION

Landowner MUST Sign Application and Right to Farm Policy

APPLICANT

Name Gary + Deb Vondy
Address 15115 CR 26, Brush
CO 80723
Phone (970) 768 3464
Email garvon48@gmail.com

LANDOWNER

Name Dola J. Smith
Address 15089 CR 26, Brush
CO 80723
Phone ()
Email

SURVEYOR

Name John Thompson / Forty North LLC Email fortynorthllc@gmail.com
Address 53575 CR NN, Wray CO 80758 Phone (970) 466-0552

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*

see above mailing addresses

Parcel #: 1231 - 170 - 00 - 012

Zone District: A

S: 17 T: 3N R: 56W 1/2 SE 1/4 SE 1/4

Total acreage in parcel: 15

Number of lots to be created: 2

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

Distance and Direction to Nearest Community: 4.5 miles South & West of Brush

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

MINOR SUBDIVISION APPLICATION REQUIRED ATTACHMENT LIST

Additional information may be required by staff

Application Fee:

☒ Non-Refundable Application Fee due with application as determined by staff:

-Made payable to Morgan County Planning & Zoning

☐ \$300 Administrative Review

OR

☒ \$ 575 Full Review

Up to 10.90 acres..... \$550.00

11 - 20.9 acres \$575.00

21 - 30.9 acres \$600.00

31 - 40.9 acres \$625.00

41 - 60.0 acres \$650.00

60.0 acres+.....\$650.00 Plus \$15.00 per 40 acres or fraction therein of excess of 60 acres

For example: 99 acres property would be 99-60=39 acres in excess so: \$650+\$15=\$665 fee

**Fees may be subject to change per section 2-160 of Morgan County Zoning Regulations*

Project Narrative:

☒ Narrative to include:

☒ Project Description

☒ Purpose of request, including minor subdivision criteria

☒ Additional information to show project's intent

☒ How project will relate to or impact existing adjacent uses

☒ All off-site impacts and proposed mitigation measures

☒ Development or implementation schedule of project

☒ General topography of land and potential hazards

☒ If property is in the floodplain, give Zone, panel number, and panel date
<https://msc.fema.gov/portal/home>

☒ Is proposed subdivision located within a Fire District?

Site Plans/Maps:

☒ Plat map (survey) per requirements set forth in the Morgan County Subdivision Regulations Section 6-170 -- **must show the original exempted parcel and the parcel being created through this amendment** **(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-must prove quality, quantity, & reliability of well, or Quality Water Contract (Quality Water Contracts or current Permits from Colorado Department of Natural Resources) <https://dwr.state.co.us/Tools/WellPermits>

o Existing or proposed public or private water system - Contract for Service

o Existing Well- Provide copy of driller's well completion report and proof of

- adjudication and water quality report
- ☐ Proposed Well- Provide documented proof of quality and quantity and of potable water
- ☒ Water Supply Information Summary as required by State of Colorado, Office of the State Engineer (*attached*)

☒ **Septic System**

- ☐ Existing Septic System - Evaluation of adequacy in terms of today's regulations from local Health Department
- ☐ Private System - "Will Serve Letter"
- ☐ Proposed Septic System - "Will Serve Letter"
- ☐ Public System - "Will Serve Letter"

☒ **Electric** (Electric bill or letter of commitment from electricity provider)

☒ **Driveway Permit** from CDOT or Morgan County Road and Bridge
(If required by staff)

☒ **Ditch Company**- Proof of contact if there is a ditch on or next to your property

Technical:

☒ **Impact statement** from Morgan County Extension for determination of the number of animal units this land can sustain

☒ **Soil Map** from Morgan Conservation District showing suitability for sanitary facilities, and building site development for site specific soil

☒ **Revegetation Plan**

☒ **Notification to all mineral rights owners** and/or lessees
Provide names and addresses as well as a copy of a letter sent **30 days prior** to submission or if unable to locate, submit a list of owners/lessees showing 3 sources of attempts to locate.

☒ **Declaration of restrictive covenants**

☒ **Homeowners Association agreement** and by-laws

☒ **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

None # additional pages x 10 = \$ ____ + \$13 = \$ ____ Total Recording Cost

☒ **Covenants recording fee**

\$13.00 first page

\$ 5.00 per page thereafter

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

☒ Additional Information required by staff:

well share agreement

☒ 11 # Paper Application Sets
One sided only please

☒ Digital Copy of Complete Application

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.

Applicant Signature

Date

Landowner Signature

Date

Applicant Signature

Date

Landowner Signature

Date

Harry J. Vandy 7-1-2022 Dola J. Smith 6-30-2022

Debra L. Vandy 7-1-2022

APPLICANT NARRATIVE

Project Description

Purpose of Request

Additional Information to Demonstrate Intent

Impact/Relation to Adjacent Uses

RAYMOND M. LAWS, P.C.
ATTORNEY AT LAW

811 Main Street
Fort Morgan, CO 80701

July 5, 2022

Nicole Hay, Director
Morgan County Planning & Zoning
231 Ensign Street
Fort Morgan, CO 80701

Re: Smith / Vondy Minor Subdivision Project Narrative

Dear Ms. Hay,

My office represents Gary and Deb Vondy ("Gary" and "Deb"), who along with Gary's mother, Dola J. Smith ("Ms. Smith"), are seeking approval of a minor subdivision pursuant to Chapter 8 of the Morgan County Subdivision Regulations ("Subdivision Regulations"). Since 1973 Ms. Smith has resided on her property at 15089 CR 26, Brush, CO 80723, which consists of approximately fifteen acres ("Smith Property").

In 1974, Gary and Deb placed a mobile home on the Smith Property. The mobile home has a mailing address of 15115 CR 26, Brush, CO 80723. The Smith Property was never subdivided. For estate planning and succession purposes, Ms. Smith now desires to gift Gary and Deb's historic 2.11 acre lot so that they may peaceably enjoy ownership of the land they have resided upon for nearly fifty years.

We believe that this application meets all criteria established by §§ 8-130 through 8-195 of the Subdivision Regulations and is ripe for review and approval by the Planning Administrator pursuant to § 8-197. In support of this application you will find the following:

- A preliminary minor subdivision plat prepared by John Thompson of Forty North, LLC. Mr. Thompson in conformity with § 6-170 of the Subdivision Regulations;
- A title insurance commitment endorsed within the last six months;
- A will-serve letter from the Northeast Colorado Department of Health regarding the OWTS systems in place on both lots;
- A copy of available information for domestic well permit number 64719 on file with the Colorado Division of Water Resources. Said well is located on the proposed Lot 1 and services both lots;
- Executed Form No GWS-76, Water Supply Information Summary;
- A draft well-sharing and easement agreement between the parties to be recorded at the time of closing;

- REA electric bills for both residences (to be supplied);
- Soil Maps from the Morgan County NRCS;
- Impact Statement from the Morgan County Extension Office;
- Copy of notification letters sent by certified to the last-known address of mineral estate owners pursuant to C.R.S. § 24-65.5-103. Said mineral estate owners were identified based upon the exceptions to title contained in the commitment. A subsequent title search in the records of the Clerk & Recorder of Morgan County shows that the mineral ownership has not changed since the initial reservations were made. The mineral interest holders are believed to be:
 - o Joe. T. & Esther Bowman
General Delivery
Brush, CO 80723
 - o W.E. Spillman and Edna L. Spillman
324 Edison Street
Brush, CO 80723
- Executed Right to Farm Policy Notice.

Please let me know if I might be of further assistance as your office processes this application. We are of course happy to supplement the application to meet any requirements imposed or clarifications requested by Planning and Zoning.

Yours Very Truly,

/s/Raymond M. Laws

Raymond M. Laws

SITE PLAN/MAPS

Site Plan

Map

Plat Map

PROOF OF OWNERSHIP

Current Title Insurance Commitment
(within last 6 months)

Any deeds or other additional ownership
documentation

NORTHERN COLORADO TITLE SERVICES CO., INC.

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

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

DATE: June 28, 2022

ORDER #: NCT23657

PROPERTY ADDRESS: 15089 COUNTY ROAD 26, BRUSH, COLORADO, 80723

OWNER/PURCHASER: DOLA J. SMITH
TO BE DETERMINED

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

| | |
|--|-----------|
| _____ To: | ATTN: |
| | Fax#: |
| ✓ _____ To: RAYMOND M. LAWS, P.C. raylaws@rmlawsfirm.com | ATTN: RAY |
| | Fax#: |
| _____ To: | ATTN: |
| | Fax#: |
| _____ To: | ATTN: |
| | Fax#: |
| _____ To: | ATTN: |
| | Fax#: |

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

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

HAVE A WONDERFUL DAY!!!

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

NORTHERN COLORADO TITLE
130 WEST KIOWA AVENUE
FORT MORGAN, CO 80701
PHONE: (970) 867-0233 FAX: (970) 867-7750

INVOICE / STATEMENT

CUSTOMER:

RAYMOND M. LAWS PC

ORDER #: NCT 23657

DATE: June 28, 2022


ATTN: RAY

FAX#

| SERVICES/PROPERTY LOCATION | AMOUNT |
|---|-----------------|
| RE: DOLA SMITH 15089 COUNTY ROAD 26 BRUSH, CO 80723 | |
| | |
| | |
| | |
| TBD TITLE COMMITMENT | \$200.00 |
| | |
| PAID 11/23/21 | -\$200.00 |
| | |
| TBD UPDATE | \$100.00 |
| | |
| | |
| | |
| | |
| | |
| TOTAL AMOUNT DUE | \$100.00 |

PLEASE REMIT UPON RECEIPT.

THANK YOU! WE APPRECIATE YOUR BUSINESS!

| | |
|--|--|
|  First American Title™ | ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company |
| Commitment | |

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE 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.

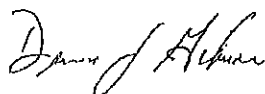
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

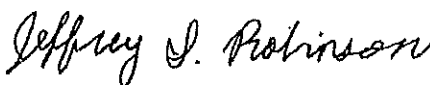
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy, referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION


Arbitration provision intentionally removed.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions.

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| | |
|--|--|
|  First American Title™ | Title Insurance Commitment |
| | ISSUED BY First American Title Insurance Company |
| Schedule A | |

ALTA® Universal ID: 0044474

Commitment No: NCT23657-REVISION 1

Effective Date: June 23, 2022 at 8:00 a.m.

1. Policy or Policies to be issued:

OWNERS:

☒ ALTA® 2006 Owner's Policy (6-17-06)

AMOUNT

PREMIUM

**STO BE
DETERMINED**

\$200.00

Proposed Insured: **TO BE DETERMINED**

LOAN:

☒ ALTA® 2006 Loan Policy (6-17-06)

Other Charges:

**PAID 11/23/21-THANK YOU
UPDATE**

\$-200.00

\$100.00

TOTAL DUE: \$ 100.00

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

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

DOLA J. SMITH

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

The South 660 feet of the East 1320 feet of the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, EXCEPT a tract of land described as follows: Commencing at the SE corner of Section 17; thence in a Northerly direction along the East line of Section 17, for a distance of 399 feet; thence in a Westerly direction parallel to the South line of Section 17 for a distance of 540 feet; thence in a Southerly direction to the South line of Section 17 for a distance of 399 feet; thence in an Easterly direction along the South line of Section 17 for a distance of 540 feet to the point of beginning, as conveyed in Book 760 at page 40.


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and commonly known as (for informational purposes only): **15089 COUNTY ROAD 26, BRUSH, COLORADO, 80723**

By:


Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

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| | |
|--|---|
|  First American Title™ | Title Insurance Commitment ISSUED BY First American Title Insurance Company |
| Schedule BI | |

**SCHEDULE B - SECTION I
REQUIREMENTS**

Commitment No: **NCT23657-REVISION 1**

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

- A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured, and for any estate or interest necessary to create the estate or interest to be insured described in this Commitment.
- B. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- C. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to wit:
 - 1. Proper Deed from **DOLA J. SMITH** to **TO BE DETERMINED**, conveying the land described herein.
 - 2. Dollar amount of Policy coverage must be provided to the Company.
 - 3. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

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



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Schedule BII

SCHEDULE B-SECTION II EXCEPTIONS

Commitment No: NCT23657-REVISION 1

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

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

ADDITIONAL EXCEPTIONS

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

8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.

9. Subject to County Road 26, as it currently exists and is in use.

10. FORT MORGAN IRRIGATION COMPANY and rights of way therefor, as evidenced by Map and Sworn Statement recorded JULY 26, 1882 in File No. 23.

Commitment Schedule B-II

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11. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book 571 at Page 370, and any and all assignments thereof or interests therein.

12. All interest in oil, gas and other mineral rights as reserved by JOE BOWMAN and ESTHER BOWMAN in DEED to UNITED BROADCASTING COMPANY recorded NOVEMBER 7, 1963 in Book 680 at Page 387, and any and all assignments thereof or interests therein.

13. Right of way for a ditch presently existing along the West edge of subject property as evidence in Deed from JOE BOWMAN and ESTHER BOWMAN to UNITED BROADCASTING COMPANY recorded NOVEMBER 7, 1963 in Book 680 at page 387.

14. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.

15. 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.

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

SCHEDULE B-SECTION 2
CONTINUED

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

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

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

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

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

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

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

Commitment Schedule B-II

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

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

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

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

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

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your **personal** information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-7180097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call tollfree at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-7180097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

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

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

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

| | |
|---|---|
| Categories of Personal Information Collected | The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer. |
| Categories of Sources | Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties |

| | |
|---|--|
| Business Purpose for Collection | The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity |
| Categories of Third Parties Shared | The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties |

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

PROOF OF UTILITIES & ACCESS

Water

Sewer

Ditch Company

CDOT or Road & Bridge

Any other utilities or access
documentation

**Water Use, Ownership and Well
Sharing Agreement*

THIS FORM MUST BE
SUBMITTED PRIOR TO
THE EXPIRATION OF THE
PERMIT. TYPE OR
PRINT IN BLACK INK.

COLORADO DIVISION OF WATER RESOURCES

101 Columbine Bldg., 1845 Sherman St.
Denver, Colorado 80203

RECEIVED

OCT 18 73

WATER RESOURCES
STATE ENGINEER
COLORADO

X STATEMENT OF BENEFICIAL USE OF GROUND WATER
AMENDMENT OF EXISTING RECORD

PERMIT NUMBER 64719

STATE OF COLORADO

COUNTY OF Morgan

SS.

THE AFFIANT(S) Kenneth Vondy

whose address is Rt. # 1, Box 230, Brush, Colo. 80723

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, Township 3 N, Range 56 W, 6th P.M. at distances of 200 feet from the South section line and 1100 feet from the East section line; the total depth of the well is 100 feet; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 18th day of May, 1973;

he maximum sustained pumping rate of the well is 15 gallons per minute, the pumping rate claimed hereby is 15 gallons per minute; the average annual amount of water to be diverted is 1 acre-feet; for which claim is hereby made for Domestic purpose(s); the legal description of the land on which the water from this well is to be used is SE-~~17~~-Se-Sec.17-T3N-R56W-Morgan Co.

which totals _____ acres and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

Signature(s) X Kenneth M. Vondy

Subscribed and sworn to before me on this 17th day of

October, 19 73.

My Commission expires: Jan. 3, 1976

(Seal)

Clara L. Frip
Notary Public

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF
COLORADO ON THIS _____ DAY OF _____, 19____.

STATE ENGINEER

WHITE COPY FOR DIVISION OF WATER RESOURCES
PINK COPY FOR WELL OWNER

FOR OFFICE USE ONLY

Prior. Date _____, _____, 19____

Well Use 1

1/4, 1/4, 1/4, Sec. _____

T. _____, R. _____, _____ P.M.

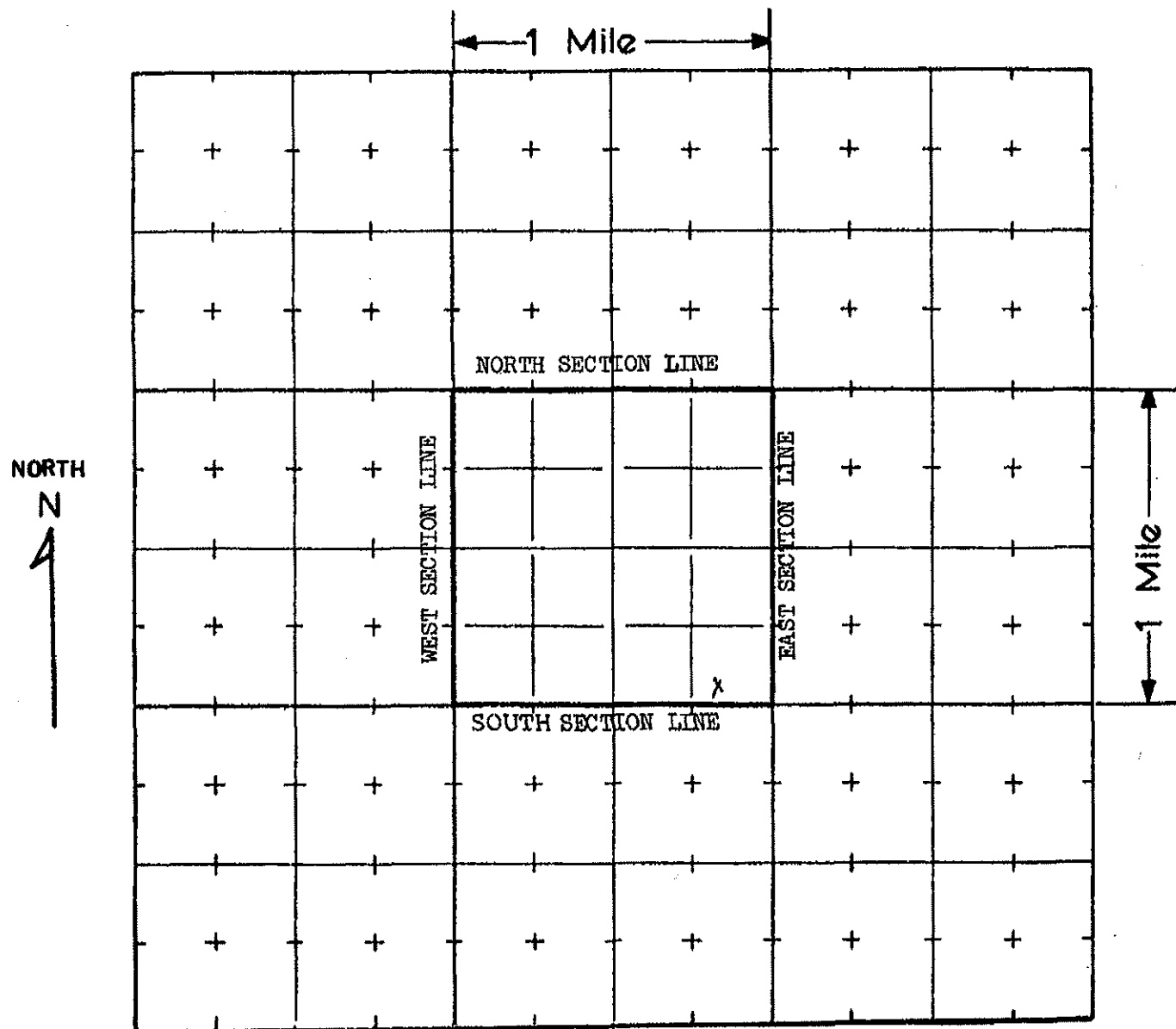
Yield _____ W.D. 1-1

Co. 44

Index _____

THE LOCATION OF THE WELL MUST BE SHOWN AND THE AREA ON WHICH THE WATER IS USED MUST BE SHADED OR CROSS-HATCHED ON THE DIAGRAM BELOW.

This diagram represents nine (9) sections. Use the **CENTER SQUARE** (one section) to indicate the location of the well, if possible.



THE SCALE OF THE DIAGRAM IS TWO INCHES EQUALS ONE-MILE

Meter Serial No. _____ ☐ Flow Meter ☐ Electric Meter ☐ Fuel Meter

Owner of land on which water is being used _____

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep.

1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).

1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.

1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

100 gpm pumped continuously for one year produces 160 acre-feet.

COLORADO DIVISION OF WATER RESOURCES

101 Columbine Bldg., 1845 Sherman St.
Denver, Colorado 80203THIS FORM MUST BE SUBMITTED
WITHIN 60 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 64719

RECEIVED

JUN 27 '73

WATER RESOURCES
STATE ENGINEER
COLO.WELL OWNER Kenneth VondySE 17 % of the SE 17 % of Sec.ADDRESS Rt. # 1, Box 230, Brush, Colo. 80723T. 3 N. R. 56 W. 6th P.M.DATE COMPLETED March 20, 19 73

HOLE DIAMETER

12 in. from 0 to 100 ft. in. from to ft. in. from to ft.

WELL LOG

| From | To | Type and Color of Material | Water Loc. |
|-------------------------|-----|--|---------------|
| 0 | 5 | Top | 21' |
| 5 | 70 | sand, fine sand | |
| 70 | 85 | fine gravel, water sand, fine sand, a little clay | |
| 85 | 88 | clay | |
| 88 | 99 | fine sand, clay | |
| 99 | 100 | clay, thin rocks | |
| TOTAL DEPTH <u>100'</u> | | | |

Use additional pages necessary to complete log.

CASING RECORD: Plain Casing

Size 5" & kind Plastic from + 1 to 80 ft.Size & kind from to ft.Size & kind from to ft.

Perforated Casing

Size 5" & kind Plastic from 80 to 100 ft.Size & kind from to ft.Size & kind from to ft.

GROUTING RECORD

Material CementIntervals 0-10Placement Method Spill TubeGRAVEL PACK: Size Interval

TEST DATA

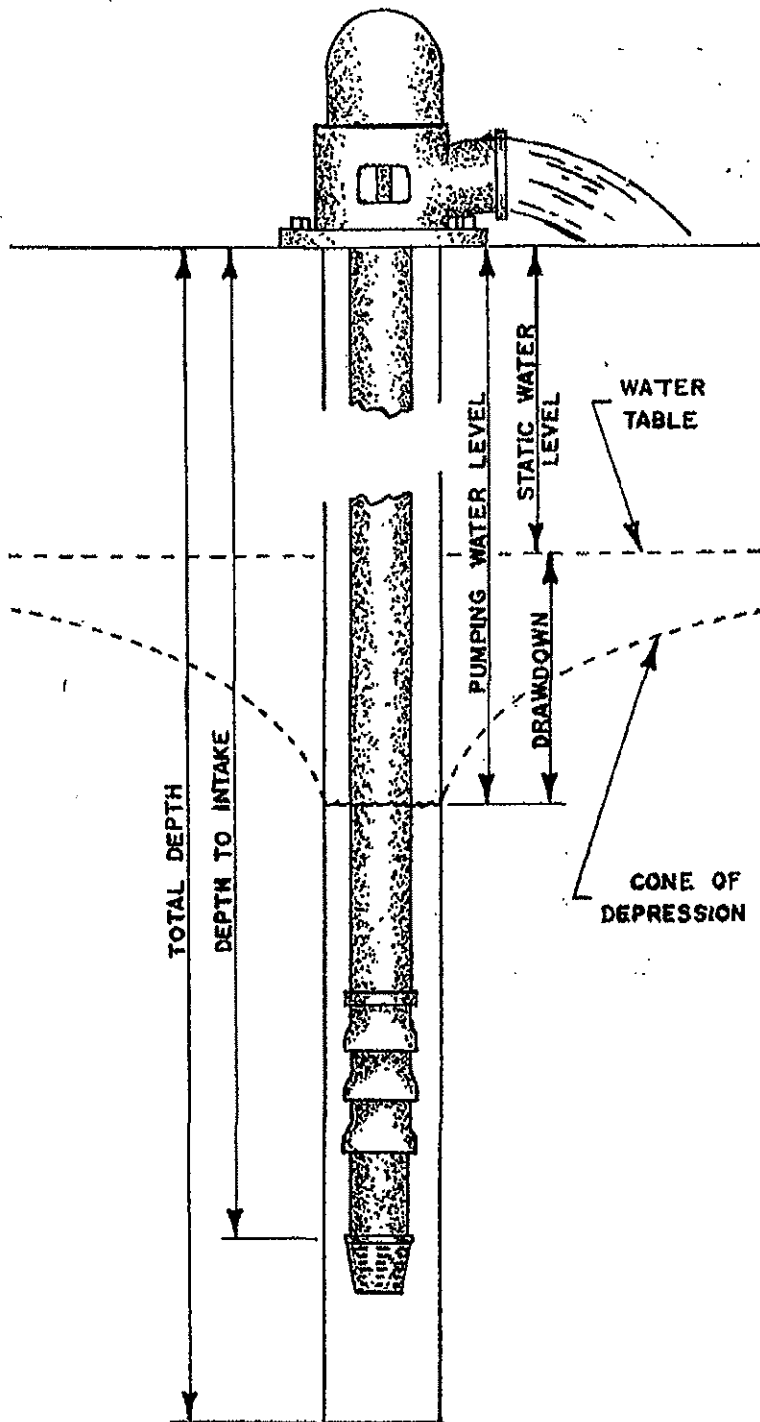
Date Tested March 20, 19 73Static Water Level Prior to Test 21 ft.Type of Test Pump BailedLength of Test 1 1/2 hrs.Sustained Yield 15 gpmFinal Pumping Water Level 22'

PUMP INSTALLATION REPORT

Pump Make Dempster
 Type Submersible
 Powered by Electric HP 3/4
 Pump Serial No. DH-75 S/2
 Motor Serial No. _____
 Date Installed 5-17-73
 Pump Intake Depth 56'
 Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____
 Static Water Level Prior to Test _____
 Length of Test _____ Hours
 Sustained yield (Metered) _____ GPM
 Pumping Water Level _____
 Remarks _____



CONTRACTORS STATEMENT

The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature D. Robert Henne III License No. 764
 State of Colorado, County of Morgan SS
 Subscribed and sworn to before me this 25th day of June, 1973.
 My Commission expires: August 31, 1976.
 Notary Public Gerald Purvis

COLORADO DIVISION OF WATER RESOURCES
101 Columbine Bldg., 1845 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in **BLACK INK**. No overstrikes or erasures unless initialed.

(☒) A PERMIT TO USE GROUND WATER
(☒) A PERMIT TO CONSTRUCT A WELL
FOR: (☒) A PERMIT TO INSTALL A PUMP

() REPLACEMENT FOR NO. _____

(☒) OTHER New Well

(1) APPLICANT - mailing address

NAME Kenneth Vondy
STREET Rt. # 1, Box 230
CITY Brush, Colo. 80723
(State) (Zip)
TELEPHONE NO. 842-4869

(2) LOCATION OF PROPOSED WELL

County Morgan
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 17
Twp. 3 N, Rng. 56 W, 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15
Average annual amount of ground water to be appropriated (acre-feet): 1
Number of acres to be irrigated: none
Proposed total depth (feet): 100
Aquifer ground water is to be obtained from:
Alluvial
Owner's well designation #1

GROUND WATER TO BE USED FOR:

() HOUSEHOLD USE ONLY - no irrigation (0)
(☒) DOMESTIC (1) () INDUSTRIAL (5)
() LIVESTOCK (2) () IRRIGATION (6)
() COMMERCIAL (4) () MUNICIPAL (8)
(☒) OTHER (9) Lawn & Garden

(4) DRILLER

Name Canfield Drilling Co.
Street 111 West St.
City Ft. Morgan, Colo. 80701
(State) (Zip)
Telephone No. 867-2943 Lic. No. 7

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 37389 /

Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

SOLID CASING SET TO 80 FEET AND CEMENTED SO THAT WATER IN THE SURFACE SANDS AND GRAVELS ARE EFFECTIVELY SEALED FROM THE PRODUCING ZONE.

SEP 7 '72

WATER RESOURCES
STATE ENGINEER
CDD

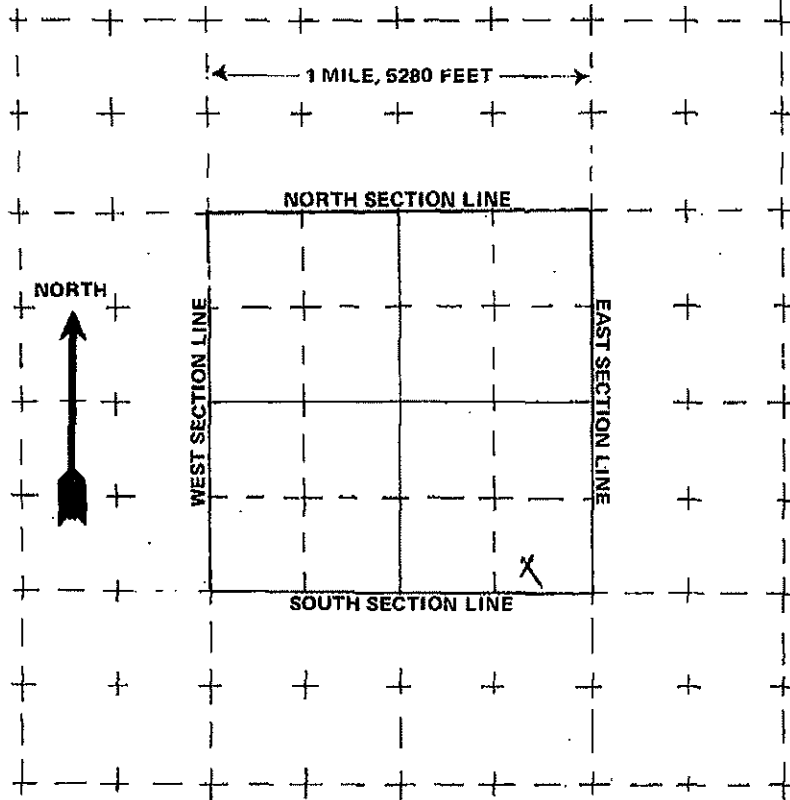
APPLICATION APPROVEDPERMIT NUMBER 64719DATE ISSUED SEP 26 1972EXPIRATION DATE SEP 26 1974

[Signature]
(STATE ENGINEER)

BY [Signature]

I.D. _____ COUNTY _____

(5) **THE LOCATION OF THE PROPOSED WELL**, and the area on which the water will be used must be indicated on the diagram below. Use the **CENTER SECTION** (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) **THE WELL MUST BE LOCATED BELOW** by distances from section lines.

200 ft. from South sec. line
(north or south?)

1000 ft. from East sec. line
(east or west)

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) **TRACT ON WHICH WELL WILL BE LOCATED**

No. of acres 27 . Will this be the only well on this tract? Yes

(8) **PROPOSED CASING PROGRAM**

Plain Casing

5 in. from 0 ft. to 80 ft.

_____ in. from _____ ft. to _____ ft.

Perforated casing

5 in. from 80 ft. to 100 ft.

_____ in. from _____ ft. to _____ ft.

(9) **FOR REPLACEMENT WELLS** give distance and direction from old well and plans for plugging it:

N.A.

(10) **LAND ON WHICH GROUND WATER WILL BE USED:**

Owner(s): _____ No. of acres: _____

Legal description: _____

(11) **DETAILED DESCRIPTION** of the use of ground water:

(12) **OTHER WATER RIGHTS** used on this land, including wells.

| Type or right | Used for (purpose) | Description of land on which used |
|---------------|--------------------|-----------------------------------|
| <u>None</u> | | |

(13) **THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.**

[Signature]
SIGNATURE OF APPLICANT(S)

| FORM NO GWS-76 02/2005 | WATER SUPPLY INFORMATION SUMMARY STATE OF COLORADO, OFFICE OF THE STATE ENGINEER 1313 Sherman St., Room 818, Denver, CO 80203 Phone - Info (303) 866-3587 Main (303) 866-3581 Fax (303) 866-3589 http://www.water.state.co.us | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--------------------|--------------------|--|--|-----------------|--------------------|-----------------------------------|------------|----------|-------------------------------|-------|-------|-----------------------------|-------|-------|--------------------------------|-------|-------|--------------|-------|-------|-------|-------|-------|--|--|
| Section 30-28-133,(d), C.R.S. requires that the applicant submit to the County, "Adequate evidence that a water supply that is sufficient in terms of quantity, quality, and dependability will be available to ensure an adequate supply of water." | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 NAME OF DEVELOPMENT AS PROPOSED: <u>Vandy Minor Subdivision</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 LAND USE ACTION: <u>Minor Subdivision</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 NAME OF EXISTING PARCEL AS RECORDED: SUBDIVISION: <u>N/A</u> FILING (UNIT) BLOCK LOT | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. TOTAL ACREAGE: <u>15</u> 5. NUMBER OF LOTS PROPOSED <u>2</u> PLAT MAP ENCLOSED? <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 PARCEL HISTORY - Please attach copies of deeds, plats, or other evidence or documentation. A Was parcel recorded with county prior to June 1, 1972? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO B Has the parcel ever been part of a division of land action since June 1, 1972? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO If yes, describe the previous action: | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 LOCATION OF PARCEL - Include a map delineating the project area and tie to a section corner <u>SE</u> 1/4 of the <u>SE</u> 1/4, Section <u>17</u> , Township <u>3N</u> <input checked="" type="checkbox"/> N or <input type="checkbox"/> S, Range <u>56</u> <input type="checkbox"/> E or <input checked="" type="checkbox"/> W Principal Meridian: <input checked="" type="checkbox"/> Sixth <input type="checkbox"/> New Mexico <input type="checkbox"/> Ute <input type="checkbox"/> Costilla Optional GPS Location: GPS Unit must use the following settings: Format must be UTM, Units must be meters, Datum must be NAD83, Unit must be set to true N, <input type="checkbox"/> Zone 12 or <input type="checkbox"/> Zone 13 Easting: _____ Nothing: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 PLAT - Location of all wells on property must be plotted and permit numbers provided Surveyor's Plat <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO If not, scaled hand drawn sketch: <input type="checkbox"/> YES or <input type="checkbox"/> NO | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. ESTIMATED WATER REQUIREMENTS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">USE</th> <th colspan="2">WATER REQUIREMENTS</th> </tr> <tr> <th></th> <th>Gallons per Day</th> <th>Acre-Feet per Year</th> </tr> </thead> <tbody> <tr> <td>HOUSEHOLD USE # <u>2</u> of units</td> <td><u>892</u></td> <td><u>2</u></td> </tr> <tr> <td>COMMERCIAL USE # _____ of S F</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>IRRIGATION # _____ of acres</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>STOCK WATERING # _____ of head</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>OTHER: _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>TOTAL</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> | | USE | WATER REQUIREMENTS | | | Gallons per Day | Acre-Feet per Year | HOUSEHOLD USE # <u>2</u> of units | <u>892</u> | <u>2</u> | COMMERCIAL USE # _____ of S F | _____ | _____ | IRRIGATION # _____ of acres | _____ | _____ | STOCK WATERING # _____ of head | _____ | _____ | OTHER: _____ | _____ | _____ | TOTAL | _____ | _____ | 10 WATER SUPPLY SOURCE <input checked="" type="checkbox"/> EXISTING <input type="checkbox"/> DEVELOPED WELL SPRING WELL PERMIT NUMBERS <u>64719</u> <input type="checkbox"/> MUNICIPAL <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> COMPANY <input type="checkbox"/> DISTRICT NAME _____ LETTER OF COMMITMENT FOR SERVICE <input type="checkbox"/> YES or <input type="checkbox"/> NO <input type="checkbox"/> NEW WELLS - PROPOSED ACQUIERS - (CHECK ONE) <input type="checkbox"/> ALLUVIAL <input type="checkbox"/> UPPER ARAPAHOE <input type="checkbox"/> UPPER DAWSON <input type="checkbox"/> LOWER ARAPAHOE <input type="checkbox"/> LOWER DAWSON <input type="checkbox"/> LARAMIE FOX HILLS <input type="checkbox"/> DENVER <input type="checkbox"/> DAKOTA <input type="checkbox"/> OTHER _____ WATER COURT DECREE CASE NUMBERS: _____ | |
| USE | WATER REQUIREMENTS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Gallons per Day | Acre-Feet per Year | | | | | | | | | | | | | | | | | | | | | | | | | |
| HOUSEHOLD USE # <u>2</u> of units | <u>892</u> | <u>2</u> | | | | | | | | | | | | | | | | | | | | | | | | | |
| COMMERCIAL USE # _____ of S F | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| IRRIGATION # _____ of acres | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| STOCK WATERING # _____ of head | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER: _____ | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 WAS AN ENGINEER'S WATER SUPPLY REPORT DEVELOPED? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO IF YES, PLEASE FORWARD WITH THIS FORM (This may be required before our review is completed.) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 TYPE OF SEWAGE DISPOSAL SYSTEM <input checked="" type="checkbox"/> SEPTIC TANK/LEACH FIELD <input type="checkbox"/> CENTRAL SYSTEM <input type="checkbox"/> LAGOON DISTRICT NAME: _____ <input type="checkbox"/> ENGINEERED SYSTEM (Attach a copy of engineering design) <input type="checkbox"/> VAULT LOCATION SEWAGE HAULED TO: _____ <input type="checkbox"/> OTHER: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | |

WATER USE, OWNERSHIP AND WELL SHARING AGREEMENT

THIS WATER USE, OWNERSHIP, AND WELL SHARING AGREEMENT, is made and entered into this ____ day of August, 2022, by and between DOLA J. SMITH (hereinafter, "Smith") and GARY L. AND DEBRA L. VONDY (hereinafter, "Vondy").

WITNESSETH:

THAT Smith owns that certain property located in Morgan County, Colorado, described as follows:

Lot 1, Vondy Minor Subdivision in the East Half of the Southeast Quarter (E1/2SE1/4) of Section 17, T3N, R56W, 6th P.M., Morgan County, Colorado.

Also known as 15089 CR 26, Brush, CO 80723

(hereinafter, "Lot 1"); and

THAT Vondy owns that certain property located in Morgan County, Colorado, described as follows:

Lot 2, Vondy Minor Subdivision in the East Half of the Southeast Quarter (E1/2SE1/4) of Section 17, T3N, R56W, 6th P.M., Morgan County, Colorado.

Also known as 15115 CR 26, Brush, CO 80723

(hereinafter, "Lot 2"); and

THAT Smith conveyed Lot 2 to Vondy after receiving approval for a minor subdivision from Morgan County. The Vondy Minor Subdivision Plat is recorded at reception number _____ of the records of the Clerk & Recorder of Morgan County, Colorado (the "Subdivision Plat"); and

THAT Lot 1 contains a certain domestic well permit number 64719 used for the benefit of both Lot 1 and Lot 2 (the "Well"). The location of the Well is designated on the Subdivision Plat.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Well Ownership, Maintenance, and Use.** The Well and associated water system facilities (e.g. pump, fittings at the well head, pump house, foot valves and any water line pipes or pipelines jointly used) shall be owned one-half by Vondy, their successors and assigns and one-half by Smith and her successors and assigns. The expense of maintaining, repairing, and replacing the Well shall be borne equally by both parties. The electric bill for the Well, if on a single meter, shall be split equally by the parties. Any individual water lines and meter shall belong exclusively to and be the sole responsibility of the owner of the property served by said line or meter.
2. **Smith Easement Grant.** Smith hereby grants to Vondy an easement to maintain, operate, repair, and replace the Well and the individual underground water line that services Lot 2. Said easement shall consist of a 10 foot radius around the Well and a strip of land 10 feet on each side of the line as it currently runs underneath Lot 1. Said easement includes the right of ingress and egress over and across Lot 1 for purposes of operating, maintaining, repairing, and replacing said underground water line and Well. This easement shall run appurtenant to Lot 2. Neither Vondy nor any future holder of this easement may expand the use of the easement to include different uses or to service property other than Lot 2.
3. **Cooperation.** The parties hereto and their successors and assigns shall cooperate with each other at all times to promote the proper function and use of the Well and water system to provide and optimum water supply on demand at all times possible based upon the natural availability of water. The parties shall not waste water and shall endeavor to use no more than their respective share of the available water. The parties shall cooperate on the future maintenance, operation, repair, replacement or improvement of the Well and associated water system facilities. Each owner shall be responsible for one-half (1/2) of the costs associated with the operation maintenance, replacement and repairs to the Well and the shared water system facilities. In the event the parties are unable to agree on any required maintenance, repair, replacement or improvement, any party shall be entitled to undertake the minimal maintenance, repair, replacement or improvement necessary and essential for proper functioning of the common facilities. In the event a party determines to undertake such work unilaterally, such party shall notify the other in writing. The party undertaking the

work shall, upon completion, provide the other party with a written statement of work performed and the other party's proportionate share of the cost of the same. In the event a party fails to pay the proportionate share of any amount due within thirty (30) days after presentment, the party which has paid such costs and expense shall be entitled to pursue any remedy available at law or in equity.

4. **Easement Non-Exclusive.** The easement granted herein is non-exclusive, and Smith shall continue to enjoy the right to use Lot 1 so long as such use does not interfere with or impair the ability of Vondy to enjoy the full use of an easement granted herein.
5. **Entire Agreement.** This Agreement contains the entire agreement of the parties concerning the subject matter herein and supersedes all prior agreements, if any.
6. **Governing Law.** For purposes of this Agreement, the parties agree that they shall submit to the jurisdiction of the Morgan County Courts. (Colorado)
7. **Attorney Fees.** In the event that either party is reasonably required to utilize the services of any attorney to initiate litigation and enforce any provisions hereof, then the party, prevailing in such litigation, whether the party initiating litigation or otherwise, shall be entitled to its reasonable attorney fees, court costs and all costs of such litigation, including, without limitation, costs of discovery.

IN WITNESS WHEREOF the parties have set their hands and seals the date and year first written above.

Dola J. Smith

Gary L. Vondy

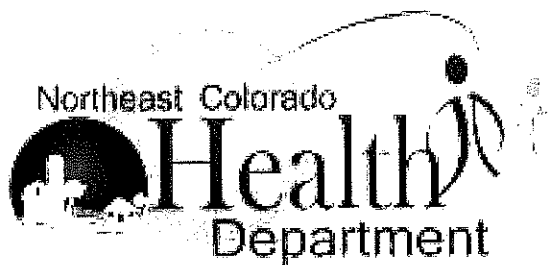
Debra L. Vondy

STATE OF COLORADO)
) ss
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this ____ day of August, 2022 by Dola J. Smith, Gary L. Vondy, and Debra L. Vondy

WITNESS my hand and official seal.

Notary Public



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

June 28, 2022

Raymond M. Laws, P.C.
Attorney at Law
811 Main Street
Fort Morgan, CO 80701

Dear Mr. Laws:

Northeast Colorado Health Department (NCHD) has no objection to the Vondy Minor Sub-division consisting of two lots located in the East Half of the Southeast Quarter (E ½ SE ¼) of section 17, Township 3N, Range 56W of the 6th P.M., Morgan County, Colorado. Total acres involved are approximately 15.09.

Lot one will be approximately 12.98 acres. Said property has an existing residence located at 15089 MCR 26 with an existing onsite wastewater treatment system (OWTS).

Lot two will be approximately 2.11 acres. Said property has an existing residence located at 15115 MCR 26 with an existing OWTS.

Potable water for both properties will be supplied by a private well located on lot # 1.

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

If there are any questions please call me at (970) 867-4918 ext. 2262

Sincerely,

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

Melvin Bustos
Environmental Health Manager
Northeast Colorado Health Department



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

OFFICE HOURS: Monday - Friday 8:00 AM - 4:00 PM
PHONE: 970-867-5688 or 800-867-5688
EMAIL: customerservice@mcrea.org
WEBSITE: www.mcrea.org

TOTAL
AMOUNT DUE

\$130.55

Due Date
07/15/2022

See next page for bill details.

| Account Information | | Balance Summary | |
|------------------------|---|--------------------------------|-----------|
| Account #: | 1008400 | Previous Balance | \$140.19 |
| Customer Name: | GARY L VONDY | Interest | \$2.10 |
| Statement Date: | 07/01/2022 | Payment(s) | -\$142.29 |
| Current Bill Due Date: | 07/15/2022 | Balance Before Current Charges | \$0.00 |
| Mailing Address: | 15115 COUNTY ROAD 26 BRUSH CO 80723-9422 | Total Current Charges | \$130.55 |
| | | Total Amount Due | \$130.55 |

Morgan County REA is happy to have SmartHub, our online portal and mobile app, available to all our members. See the back of this bill to learn more about how SmartHub can make managing your account easier!



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

| | |
|-----------------------|------------|
| Account Number | 1008400 |
| Statement Date | 07/01/2022 |
| Amount Due 07/15/2022 | \$130.55 |

PAY BY PHONE: 877-495-6487

ONLINE: Check or credit/debit card at www.mcrea.org or
download the mobile SmartHub app.



2276 1 AV 0.426
GARY L VONDY
15115 COUNTY ROAD 26
BRUSH CO 80723-9422

5 2276
C-8

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



OFFICE HOURS: Monday - Friday 8:00 AM - 4:30 PM

PHONE: 970-867-5688 or 800-867-5688

EMAIL: customerservice@mcrea.org

WEBSITE: www.mcrea.org



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

TOTAL
AMOUNT DUE

\$194.07

Due Date
07/15/2022

See next page for bill details.

| Account Information | | Balance Summary | |
|------------------------|---|--------------------------------|-----------|
| Account #: | 1590100 | Previous Balance | \$171.30 |
| Customer Name: | VERN G SMITH DOLA J SMITH | Payment(s) | -\$171.30 |
| Statement Date: | 07/01/2022 | Balance Before Current Charges | \$0.00 |
| Current Bill Due Date: | 07/15/2022 | Total Current Charges | \$194.07 |
| Mailing Address: | 15089 COUNTY ROAD 26 BRUSH CO 80723-9422 | Total Amount Due | \$194.07 |

Morgan County REA is happy to have SmartHub, our online portal and mobile app, available to all our members. See the back of this bill to learn more about how SmartHub can make managing your account easier!



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

| | |
|-----------------------|------------|
| Account Number | 1590100 |
| Statement Date | 07/01/2022 |
| Amount Due 07/15/2022 | \$194.07 |

PAY BY PHONE: 877-495-6487

ONLINE: Check or credit/debit card at www.mcrea.org or
download the mobile SmartHub app.



2461 1 AV 0.426
VERN G SMITH
DOLA J SMITH
15089 COUNTY ROAD 26
BRUSH CO 80723-9422

5 2461
C-9

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



INFORMATION REGARDING
ENVIRONMENTAL IMPACTS

Impact Statement (MCEO)

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

Dola J. Smith is applying for a Minor Subdivision or Planned Development
(landowner)

consisting of 2 lots totaling 15 acres. Landowner is Proposing to allow _____ animal units
per acre, or _____ animal units per lot.
Lot 1 = 12.98 Acres - 3 AU / Lot
Lot 2 = 2.11 Acres - 1 AU / Lot

Location and/or address of site: 15089 CR 26, Brush, CO 80723
+ 15115 CR 26, Brush, CO 80723

Driving direction from Fort Morgan: Drive east on highway 34,
then south on CR 26 until it dead-ends.

Date application is due in Planning Dept.: N/A

Copy of soils map must accompany this request.

Copy of site plan must accompany this request.

It is the landowners/applicants responsibility to provide a stamped, self-addressed envelope for return of this form or to make arrangements to pick it up at the Extension Office.

EXTENSION AGENT USE ONLY:

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

Comments: _____

Signature: Martin Esenach Date: 6/30/2020

TABLE 3 - MAXIMUM NUMBER OF ANIMAL UNITS (AU) PER ACRE

| MAXIMUM NUMBER AUs on contiguous property owned or leased by the owner or caretaker of the animals | | MAXIMUM NUMBER AUs of Poultry, Fowl, Game Birds, Rabbits, Furbearing Animals Independent of Area | |
|---|-----------------------|---|-----------------------|
| ZONE | AU[†] | ZONE | AU[†] |
| A (Parcels larger than 20 acres) | 4 | A (Parcels larger than 20 acres) | 100 |
| A (Parcels 20 acres and smaller) | 1 | A (Parcels 20 acres and smaller) | 100 |
| A/B (Parcels larger than 20 acres) | 2 | A/B (Parcels larger than 20 acres) | 100 |
| A/B (Parcels 20 acres and smaller) | 1 | A/B (Parcels 20 acres and smaller) | 10 |
| C | 1 | C | 10 |
| ER | 1 | ER | 10 |
| RCR | 1 | RCR | 10 |
| RR | 1 | RR | 10 |
| MH | 0 | MH | 0 |
| MDR | 1 | MDR | 10 |
| HDR | 0 | HDR | 0 |
| HI | 1 | HI | 10 |
| LI | 1 | LI | 10 |
| JLV | 0 | JLV | 0 |

How to calculate the number of AUs per parcel.

1. Multiple AU times (x) # of acres in your zone = AUs/parcel
2. From next page either divide AU/parcel by Col 1 –OR– multiply by Col 2 to for total AUs allowed.
This number is cumulative for all animals kept on the parcel. *Decimals are rounded down*

EXAMPLE 1: 50 acre parcel in A: $50 \times 4 = 200$ then divide by Horse, mature Col 1:

$$200 \div 1.3 = 153.85 \text{ hd/parcel}$$

EXAMPLE 2: 50 acre parcel in A: $50 \times 4 = 200$ then multiply by Horse, mature Col 2:

$$200 \times 0.77 = 154 \text{ hd/parcel}$$

EXAMPLE 3: 4 acre parcel in ER: $4 \times 1 = 4$ then divide by Milk producing dairy cow Col 1:

$$4 \div 1.4 = 0.71 \text{ hd/parcel (none allowed, less than 1)}$$

EXAMPLE 4: 4 acre parcel in ER. $4 \times 1 = 4$ then multiply by Milk producing dairy cow Col 2:

$$1 \times 0.714 = 0.71 \text{ hd/parcel (none allowed, less than 1)}$$

Always check covenants for species and number of animals allowed.

TABLE 4 - ANIMAL UNITS (AU)

| | Col 1 (divide) | Col 2 (multiply) |
|--|----------------|------------------|
| Cattle | | |
| Cow, with or without un-weaned calf at side, or heifer 2 yrs. old or older | 1.0 | 1:1 |
| Milk producing dairy cow | 1.4 | 0.714:1 |
| Bull, 2 years old or older | 1.3 | 0.77:1 |
| Young cattle, 1 to 2 years old Bull, 2 years old or older | 0.8 | 1.25:1 |
| Weaned calf to yearling | 0.6 | 1.28:1 |
| Un-weaned calf | 0.25 | 4:1 |
| Equine | | |
| Horse, mature | 1.3 | .77:1 |
| Horse, yearling | 1.0 | 1:1 |
| Weanling colt or filly | 0.75 | 1.33:1 |
| Mule, mature | 1.2 | .833:1 |
| Donkey, mature | 0.6 | 1.67:1 |
| Miniature Horse | 0.37 | 2.7:1 |
| Sheep | | |
| Mature ewe, with or without un-weaned lamb at side | 0.2 | 5:1 |
| Ram, 2 years old or older | 0.25 | 4:1 |
| Yearling | 0.15 | 6.67:1 |
| Weaned lamb to yearling | 0.12 | 8.33:1 |
| Goats | | |
| All breeds and ages | 0.14 | 7:1 |
| Swine | | |
| Sow | 0.4 | 2.5:1 |
| Boar | 0.5 | 2:1 |
| Pig up to 200 pounds | 0.2 | 5:1 |
| Elk | | |
| Any age | 0.5 | 2:1 |
| Buffalo | | |
| Any age | 1.3 | .77:1 |
| Llamas and Alpacas | | |
| Mature llama, with or without un-weaned young at side | 0.5 | 2:1 |
| Weaned young llama to yearling | 0.25 | 4:1 |
| Alpaca | 0.25 | 4:1 |
| Ratite Birds | | |
| Ostriches, emus, rheas | 0.2 | 5:1 |
| Rabbits | | |
| All breeds and ages | 0.0178 | 56:1 |
| Chickens | | |
| Breeders | 0.0133 | 75:1 |
| Replacement pullets to 6 months of age | 0.0031 | 325:1 |
| 8-week old broilers | 0.0015 | 650:1 |
| Turkeys | | |
| Breeders | 0.0333 | 35:1 |
| Turkeys raised to maturity | 0.025 | 40:1 |
| Turkeys 6 months of age or less | 0.0133 | 75:1 |

Unlisted species shall be considered to equal one animal unit per 1100 pounds live animal weight. Multiple animals may be aggregated to determine an animal unit or weight.

TECHNICAL

Right to Farm Policy

Application Fee Receipt

Mineral Rights Notifications

Soil Map

Animal Units

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.

Dola J. Smith 6-30-2022
Signature Date

Dola J. Smith
Printed Name

15089 CR 26
Address

Brush, CO 80723

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.

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



MS2022-0006 | Minor Subdivision Permit

Receipt Number: 543460

Payment Amount: \$575.00

July 18, 2022

| | | | |
|--------------------|--------------|----------------|------------------|
| Transaction Method | Payer | Cashier | Reference Number |
| Check | Gary L Vondy | Jenafer Santos | 4783 |

Comments

Assessed Fee Items

Fee items being paid by this payment

| Date | Fee Item | Account Code | Assessed | Amount Paid | Balance Due |
|------------------------------|---------------------------------|--------------|----------|-------------|-------------|
| 7/18/22 | Minor Subdivision 11-20.9 acres | | \$575.00 | \$575.00 | \$0.00 |
| Totals: | | | \$575.00 | \$575.00 | |
| Previous Payments | | | | | \$0.00 |
| Remaining Balance Due | | | | | \$0.00 |

Permit Info

| | | | |
|-----------------------------------|----------------|-----------------------------------|-----------|
| Property Address | Property Owner | Property Owner Address | Valuation |
| 15089 CO RD 26 BRUSH, CO 80723 | SMITH, DOLA J | 15089 CO RD 26 BRUSH, CO 80723 | |

Description of Work

Subdividing off 2.11 acres

Morgan County Treasurer

Statement of Taxes Due

Account Number R004581
Assessed To

Parcel 123117000012
SMITH, DOLA J
15089 CO RD 26
BRUSH, CO 80723

Legal Description

S: 17 T: 3 R: 56 PARC SE1/4 S660FT OF E1320FT EX PARC B760 P40

Situs Address

15089 CO RD 26

| Year | Tax | Interest | Fees | Payments | Balance |
|---|------------|----------|--------|--------------|---------------|
| Tax Charge | | | | | |
| 2021 | \$1,879.44 | \$0.00 | \$0.00 | (\$1,879.44) | \$0.00 |
| Total Tax Charge | | | | | \$0.00 |
| Grand Total Due as of 09/01/2022 | | | | | \$0.00 |

Tax Billed at 2021 Rates for Tax Area 220 - RE 2J

| Authority | Mill Levy | Amount | Values | Actual | Assessed |
|----------------------------|------------|------------|----------------------|-----------|----------|
| MORGAN COUNTY GENERAL FUND | 19.4720000 | \$541.12 | SINGLE FAMILY - LAND | \$82,500 | \$5,900 |
| ROAD AND BRIDGE FUND | 7.5000000 | \$208.43 | | | |
| SOCIAL SERVICES FUND | 2.0000000 | \$55.58 | SINGLE FAMILY - IMPS | \$306,160 | \$21,890 |
| BRUSH RURAL FIRE DIST | 3.4910000* | \$97.02 | | | |
| E MORGAN COUNTY HOSPITAL | 4.5000000 | \$125.06 | Total | \$388,660 | \$27,790 |
| E MORGAN COUNTY LIBRARY | 3.5000000 | \$97.27 | | | |
| LOWER S PLATTE WATER CD | 1.0000000 | \$27.79 | | | |
| MORGAN CO QUALITY WATER | 0.8240000 | \$22.90 | | | |
| NORTHERN COLO WATER CD | 1.0000000 | \$27.79 | | | |
| RE 2-J BRUSH GENERAL FD | 27.0110000 | \$750.64 | | | |
| RE 2-J BRUSH M/L OVRD | 8.9100000 | \$247.61 | | | |
| RE 2-J BRUSH BOND RED | 11.8500000 | \$329.31 | | | |
| Taxes Billed 2021 | 91.0580000 | \$2,530.52 | | | |
| Senior | | (\$651.08) | | | |
| Net Taxes Billed for 2021 | | \$1,879.44 | | | |

* 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, Fax: 970-542-3520, Email: esale@co.morgan.co.us

Website: morgancounty.colorado.gov

Morgan County Treasurer

Statement of Taxes Due

Account Number R004581
Assessed To

Parcel 123117000012
SMITH, DOLA J
15089 CO RD 26
BRUSH, CO 80723

Legal Description

S: 17 T: 3 R: 56 PARC SE1/4 S660FT OF E1320FT EX PARC B760 P40

Situs Address

15089 CO RD 26

| Year | Tax | Interest | Fees | Payments | Balance |
|---|------------|----------|--------|--------------|---------------|
| Tax Charge | | | | | |
| 2021 | \$1,879.44 | \$0.00 | \$0.00 | (\$1,879.44) | \$0.00 |
| Total Tax Charge | | | | | \$0.00 |
| Grand Total Due as of 09/01/2022 | | | | | \$0.00 |

Tax Billed at 2021 Rates for Tax Area 220 - RE 2J

| Authority | Mill Levy | Amount | Values | Actual | Assessed |
|----------------------------|------------|------------|----------------------|-----------|----------|
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| ROAD AND BRIDGE FUND | 7.5000000 | \$208.43 | | | |
| SOCIAL SERVICES FUND | 2.0000000 | \$55.58 | SINGLE FAMILY - IMPS | \$306,160 | \$21,890 |
| BRUSH RURAL FIRE DIST | 3.4910000* | \$97.02 | | | |
| E MORGAN COUNTY HOSPITAL | 4.5000000 | \$125.06 | Total | \$388,660 | \$27,790 |
| E MORGAN COUNTY LIBRARY | 3.5000000 | \$97.27 | | | |
| LOWER S PLATTE WATER CD | 1.0000000 | \$27.79 | | | |
| MORGAN CO QUALITY WATER | 0.8240000 | \$22.90 | | | |
| NORTHERN COLO WATER CD | 1.0000000 | \$27.79 | | | |
| RE 2-J BRUSH GENERAL FD | 27.0110000 | \$750.64 | | | |
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| RE 2-J BRUSH BOND RED | 11.8500000 | \$329.31 | | | |
| Taxes Billed 2021 | 91.0580000 | \$2,530.52 | | | |
| Senior | | (\$651.08) | | | |
| Net Taxes Billed for 2021 | | \$1,879.44 | | | |
| * 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, Fax: 970-542-3520, Email: esale@co.morgan.co.us

Website: morgancounty.colorado.gov

Morgan County Treasurer

Statement of Taxes Due

Account Number M014066
Assessed To

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

Legal Description

Situs Address

S: 17 T: 3 R: 56 SE1/4 MBL HOME TITLE: 15E476620 SERIAL: M604159 YEAR: 1977 MAKE: 15115 CO RD 26
HOLLY PARK SIZE: 14 X 72

| Year | Tax | Interest | Fees | Payments | Balance |
|---|---------|----------|--------|-----------|---------------|
| Tax Charge | | | | | |
| 2021 | \$47.36 | \$0.00 | \$0.00 | (\$47.36) | \$0.00 |
| Total Tax Charge | | | | | \$0.00 |
| Grand Total Due as of 09/01/2022 | | | | | \$0.00 |

Tax Billed at 2021 Rates for Tax Area 220 - RE 2J

| Authority | Mill Levy | Amount | Values | Actual | Assessed |
|----------------------------|------------|---------|-----------------------|---------|----------|
| MORGAN COUNTY GENERAL FUND | 19.4720000 | \$10.13 | MFG HOUSING - IMPS | \$7,330 | \$520 |
| ROAD AND BRIDGE FUND | 7.5000000 | \$3.90 | | | |
| SOCIAL SERVICES FUND | 2.0000000 | \$1.04 | Total | \$7,330 | \$520 |
| BRUSH RURAL FIRE DIST | 3.4910000* | \$1.82 | | | |
| E MORGAN COUNTY HOSPITAL | 4.5000000 | \$2.34 | | | |
| E MORGAN COUNTY LIBRARY | 3.5000000 | \$1.82 | | | |
| LOWER S PLATTE WATER CD | 1.0000000 | \$0.52 | | | |
| MORGAN CO QUALITY WATER | 0.8240000 | \$0.43 | | | |
| NORTHERN COLO WATER CD | 1.0000000 | \$0.52 | | | |
| RE 2-J BRUSH GENERAL FD | 27.0110000 | \$14.05 | | | |
| RE 2-J BRUSH M/L OVRD | 8.9100000 | \$4.63 | | | |
| RE 2-J BRUSH BOND RED | 11.8500000 | \$6.16 | | | |
| Taxes Billed 2021 | 91.0580000 | \$47.36 | | | |

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

RAYMOND M. LAWS, P.C.
ATTORNEY AT LAW

811 Main Street
Fort Morgan, CO 80701

July 5, 2022

Joe. T. & Esther Bowman
General Delivery
Brush, CO 80723

Sent via certified mail

Re: Notice of Minor Subdivision Action per C.R.S. § 24-65.5-103

Dear Mr. & Mrs. Bowman

Please take note that Dola J. Smith has applied for a minor subdivision of a fifteen acre tract of land located in the SE1/4SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M. The records of the Morgan County Clerk and Recorder indicate that you may possess an interest in the mineral estate underlying said property.

Therefore, pursuant to C.R.S. § 24-65.5-103(1), please be aware that no less than thirty days from the date hereof, a public hearing may be held by the Morgan County Planning Commission to consider said minor subdivision proposal. Alternatively, the minor subdivision may be approved administratively by the Planning Administrator pursuant to § 8-197 of the Morgan County Subdivision Regulations.

Yours Very Truly,

/s/Raymond M. Laws

Raymond M. Laws

RAYMOND M. LAWS, P.C.
ATTORNEY AT LAW

811 Main Street
Fort Morgan, CO 80701

July 5, 2022

W.E. Spillman and
Edna L. Spillman
324 E. Edison Street
Brush, CO 80723

Sent via certified mail

Re: Notice of Minor Subdivision Action per C.R.S. § 24-65.5-103

Dear Mr. & Mrs. Spillman,

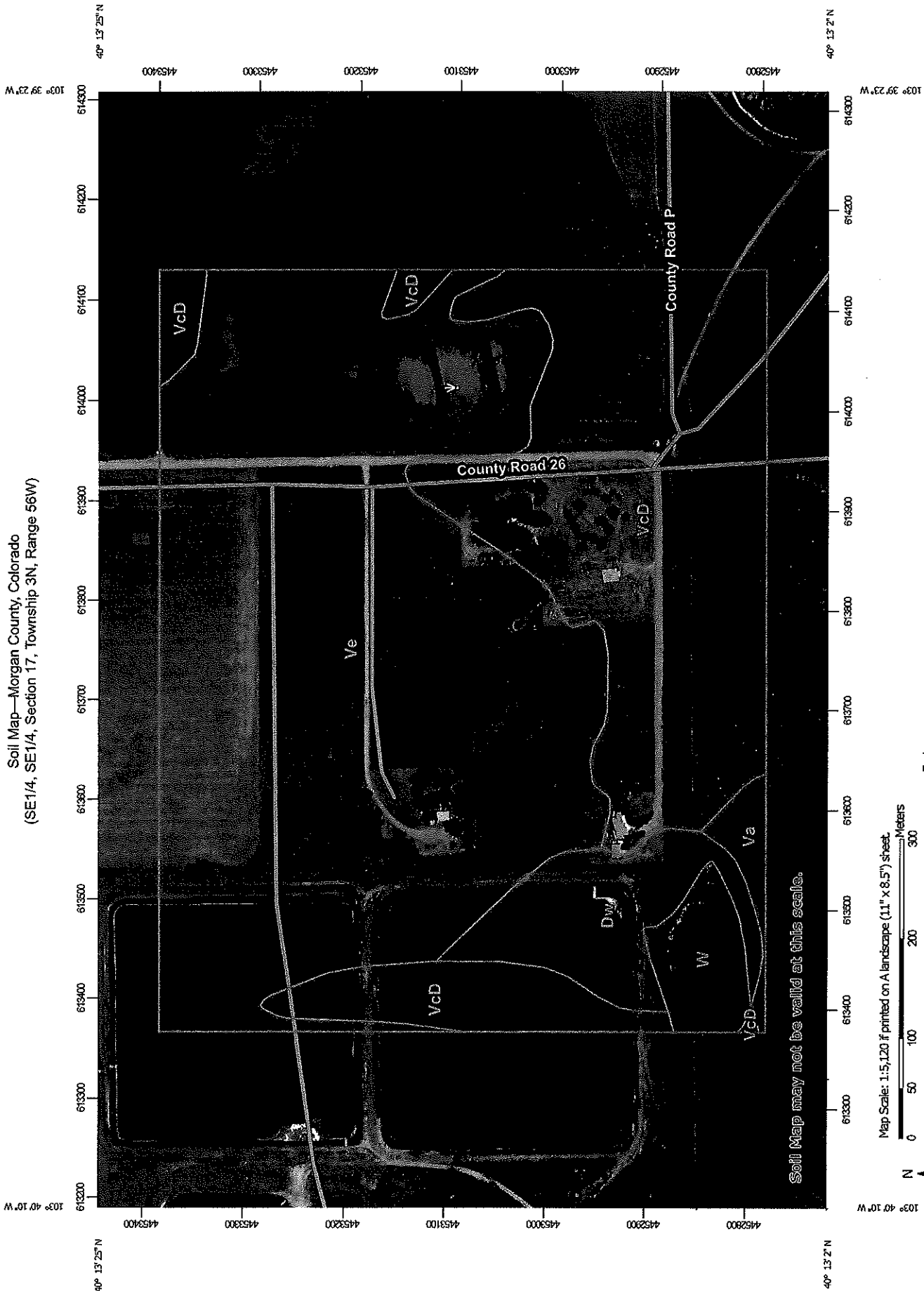
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
































Yours Very Truly,

/s/Raymond M. Laws

Raymond M. Laws



MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Morgan County, Colorado
Survey Area Data: Version 22, Aug 31, 2021

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

Date(s) aerial images were photographed: Jul 19, 2018—Aug 10, 2018

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 | 7.0 | 6.1% |
| Va | Valent sand, 0 to 3 percent slopes | 1.3 | 1.2% |
| VcD | Valent sand, 3 to 9 percent slopes | 37.6 | 32.8% |
| Ve | Valent-Dwyer sands, terrace, 0 to 3 percent slopes | 65.5 | 57.3% |
| W | Water | 3.0 | 2.6% |
| Totals for Area of Interest | | 114.4 | 100.0% |

Referrals & Responses:

Landowner Letter

Landowner Letter Responses

Public Comments or Concerns Received

Notifications



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

- Division of Wildlife
- Morgan County Assessor
- Morgan County Quality Water
- Morgan County Rural Electric Assoc.
- Morgan County Sheriff Dept.
- Northeast Colorado Health Dept.,
- Northern Colorado Water Cons Dist.
- Upper Platte & Beaver Canal
- Century Link
- Kinder Morgan, Inc.
- Morgan County Communications Center
- Morgan County Road & Bridge
- Morgan Soil Conservation District
- Brush Fire Department
- Xcel Energy

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

DATE: August 9, 2022

RE: Land Use Application – Minor Subdivision

The following Application for a Minor Subdivision has been submitted to Morgan County. Please review and provide any comments you may have. The application will be heard by the Planning Commission at a **public hearing Monday, September 12, 2022 at 7:00 P.M.** and Board of County Commissioners at a **public meeting on Tuesday, October 4, 2022 at 9:00 A.M.** in the assembly room, 231 Ensign St. Fort Morgan CO.

Applicants: Gary and Deb Vondy

Landowner: Dola Smith

Legal Description: In the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.

Request: For a 2 lot minor subdivision. The total acreage is 15.09 acres, Lot 1 will be 12.98 acres and Lot 2 will be 2.11 acres. Both lots are currently developed.

Please offer any comments or concerns you may have about this application by August 26, 2022. Do not hesitate to contact me at any time if you have questions. **(Site map attached)**



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

August 24, 2022

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

Attn: Cheryl Brindisi

RE: Vondy Minor Subdivision

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the minor subdivision for **Vondy** and has **no apparent conflict**.

Please be aware PSCo owns and operates existing overhead electric distribution facilities along the north property line. Should the project require any new electric service or modification to existing facilities, the property owner/developer/contractor must complete the application process via [xcelenergy.com/InstallAndConnect](https://www.xcelenergy.com/InstallAndConnect).

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

August 26, 2022

Dear Neighboring Landowners:

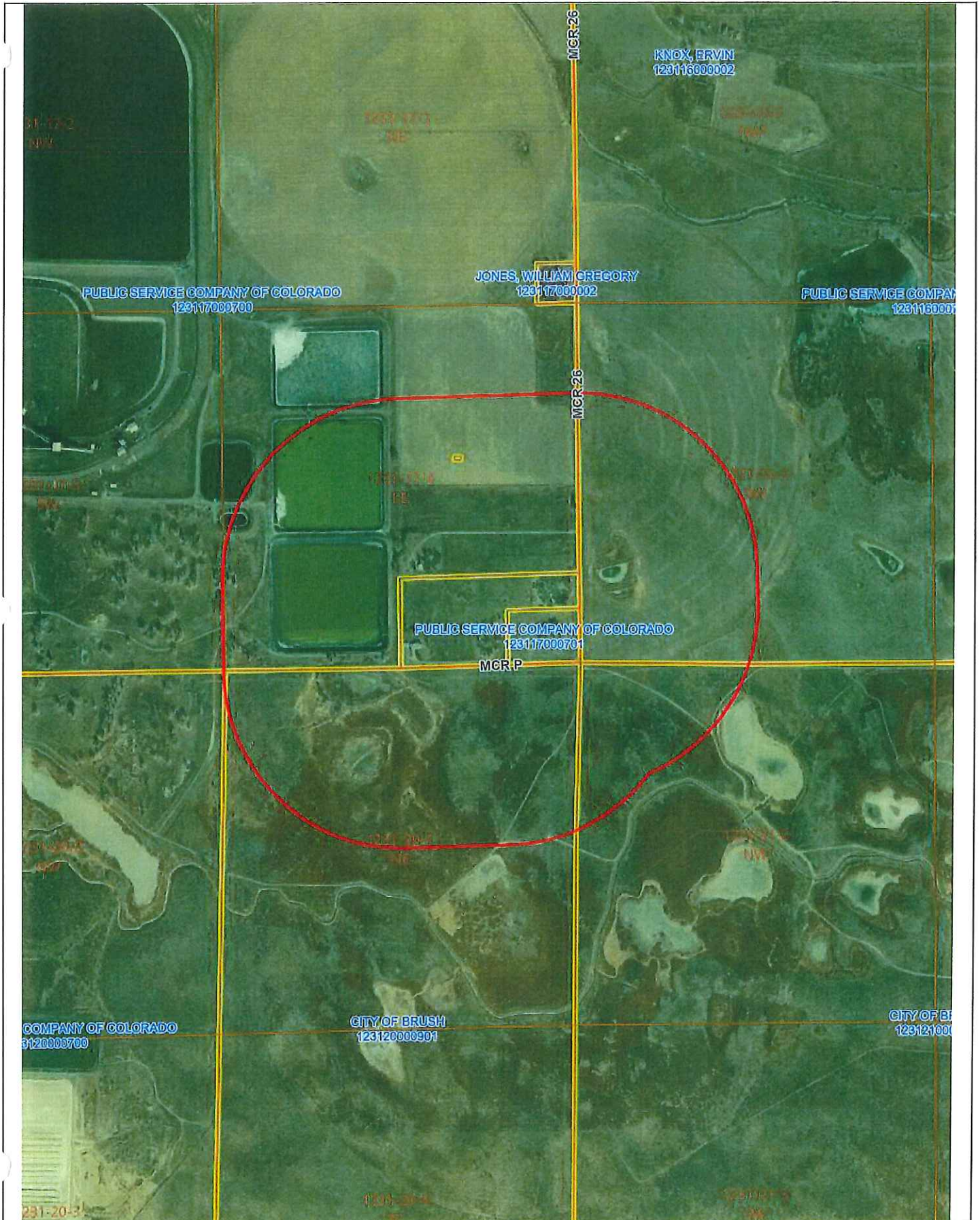
Gary and Deb Vondy as applicants and Dola Smith as landowner have submitted an application to our office for a 2 lot minor subdivision, the total acreage being divided is 15.09 acres. Lot 1 will be 12.98 acres and Lot 2 will be 2.11 acres, both lots are currently developed. Located in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.

This application will be heard by the Planning Commission at a **public hearing on Monday, September 12, 2022 at 7:00 P.M.** and Board of County Commissioners at a **public meeting on Tuesday, October 4, 2022 at 9:00 A.M** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado. Landowners within ¼ mile of the property are notified of the application and hearing date.

If you have any questions 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 noon on August 9th.

Sincerely,

Nicole Hay
Planning Administrator



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

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

CITY OF BRUSH
P O BOX 363
BRUSH, CO 80723

NOTICE OF MORGAN COUNTY PLANNING COMMISSION'S REVIEW OF TWO LAND USE APPLICATIONS

Notice is hereby given that on Monday, September 12, 2022 at 7:00 p.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:

- 1.) **Applicant:** Gary and Deb Vondy
Landowner: Dola Smith
Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.
Request: Minor Subdivision to plat approximately 15.09 acres into two lots.
Date of Application: July 6, 2022.
- 2.) **Applicant:** Tim Naylor, Hannah Dutrow/AGPROfessionals
Landowner: Kraft Family Dairies, LLC
Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701
Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 head of cattle to 15,000 head of cattle. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.
Date of Application: July 28, 2022.

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/86952658445>

Or Telephone:

Dial:

US: +1 669 900 9128

Webinar ID: 869 5265 8445

The applications and all materials are available for inspection at the Planning Administrator's Office, 231 Ensign Street, basement, Fort Morgan, Colorado, during regular office hours. At the time of hearing, opportunity will be given for the presentation of evidence in support of or in opposition to the application.

Nicole Hay
Morgan County Planning Administrator

Published: August 27, 2022

NOTICE OF MORGAN COUNTY PLANNING COMMISSION'S
REVIEW OF TWO LAND USE APPLICATIONS

Notice is hereby given that on Monday, September 12, 2022 at 7:00 p.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:

1.) Applicant: Gary and Deb Vondy

Landowner: Dola Smith

Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.

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To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/86952658445>

Or Telephone:

Dial:

US: +1 669 900 9128

Webinar ID: 869 5265 8445

The applications and all materials are available for inspection at the Planning Administrator's Office, 231 Ensign Street, basement, Fort Morgan, Colorado, during regular office hours. At the time of hearing, opportunity will be given for the presentation of evidence in support of or in opposition to the application.

Nicole Hay

Morgan County Planning Administrator

Published: Fort Morgan Times August 27, 2022-1915420

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):

Aug 27, 2022


Signature

Subscribed and sworn to me before me this

29th day of August, 2022


Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1052763
Ad Number: 1915420
Fee: \$43.24

Attach Picture of sign here (PC)

The above sign was posted on (date) September 2, 2022, pursuant to the
Morgan County Zoning Resolution by (name of applicant) Debra L. Vondy.

Project name and number: 2 Lot Minor Subdivision - MS2022-0006

Signature of Applicant/Representative: Debra L. Vondy

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

JENAFA SANTOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194036716
MY COMMISSION EXPIRES 10/03/2023

Signed before me this date: September 2, 2022

My Commission expires: October 3, 2023

NOTARIZED BY:

Jenaf Santos

NOTICE OF PUBLIC HEARING ON LAND USE
APPLICATION BEFORE THE PLANNING COMMISSION

Applicant: Gary and Deb Vondy

Landowner: Dola Smith

Reason: 2 Lot Minor Subdivision

Location of Hearing: 231 Ensign Street, Fort Morgan, CO 80701

Date of Hearing: Monday, September 12, 2022 at 7:00 PM



Vondy
2 Lot Minor Subdivision

Tim Naylor, Hannah Dutrow
AGPROfessionals
Kraft Family Dairies, LLC
Amended Special Use and Vesting
Rights

Board of County Commissioners Hearing

October 4, 2022

9:00 A.M.

Kraft Family Dairies, LLC
Tim Naylor, Hannah Dutrow
AGPROfessionals
AMENDED SPECIAL USE

Kraft S.U.P.

BCC TABLE OF CONTENTS

- BCC – Kraft Family Dairies, LLC Amended Special Use
 - Agenda, File Summary, PC Minutes
- New Information
 - BCC Notification, Sign Posting Affidavit, Other new Information
- PC
 - PC File Summary
- Additional Information
- Original Submittal
- Applicant Narrative
- Site Plan/Maps
- Proof of Ownership
 - Current Title Insurance Commitment within the last 6 months
 - Any Deeds or additional ownership documentation
- Utilities & Access
 - Water, Sewer and Electric
- Environmental Impacts
 - Management Plan for Nuisance Control
 - Preliminary Environmental System Design
- Technical
 - Right to Farm, Application Fee Receipt, Tax Account Statement
- Referrals & Responses
 - Referrals sent and responses received, Landowner Letters sent and responses received, PC Notification and responses received



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

September 28, 2022

TO: Board of County Commissioners
DATE: Tuesday, October 4, 2022
TIME: 9:00 A.M.
PLACE: Assembly Room – B Level
Morgan County Administration Building
231 Ensign, Fort Morgan, CO

AGENDA

NEW BUSINESS:

1. **Applicant:** Gary and Deb Vondy
Landowner: Dola Smith
Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.
Request: Minor Subdivision to plat approximately 15.09 acres into two lots.
2. **Applicant:** Tim Naylor, Hannah Dutrow/AGPROfessionals
Landowner: Kraft Family Dairies, LLC
Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701
Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 Animal Units to 15,000 Animal Units. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.

OTHER MATTERS:

ADJOURN:

BCC

BCC File Summary

PC Minutes from previous hearing



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY BOARD OF COMMISSIONERS
FILE SUMMARY
September 28, 2022
Hearing date – October 4, 2022**

**APPLICANT: Tim Naylor and Hannah Dutrow, AGPROfessionals
OWNER: Kraft Family Dairies, LLC**

This application is for an Amendment to a Special Use Permit and Vested Rights to allow for the expansion of an existing permitted Quail Ridge Dairy confinement operations which was originally granted by Resolution 2006 BCC 21 and is included in your packets. The original permitted area is located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado and addressed as 13500 Co Rd 21, Fort Morgan, Colorado 80701

The owner is requesting an animal unit expansion from 9875 animal units to 15,000 animal units. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations. The property is zoned Agriculture Production.

In reviewing this application, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a Use by Special Review in Section 2-345 of the Morgan County Zoning Regulations has been met.

Section 2-395 Special Use Permit Criteria and Staff Information:

- A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. Specifically:

The property is located in the south central planning area as defined by the Morgan County Comprehensive Plan. The area south of County Road Q remains agriculture and there are livestock confinement facilities that must be protected and allowed to expand. In this area Comprehensive Plan goals include:

Preserve and protect existing agricultural uses south of County Road Q.
The request to amend the 2006 special use permit will encourage the preservation and continuation of the industry.

- B. The application documents are complete and present a clear picture of how the use is to be arranged on the site.
- C. The Site Plan conforms to the district design standards of Section 2-420 and Section 4-200 of the Morgan County Zoning Regulations.

- D. All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvement, site plan requirements or other mitigation measures.
The operation is existing and the additional impacts are expected to be minimal. Proposed use impacts upon existing uses are detailed in the included Nuisance Control Plan and in the Preliminary Environmental System Design.
- E. The special use proposed has been made compatible with the surrounding uses and is adequately buffered from any incompatible uses by distance and topography.
Buffering from adjacent agricultural uses is not necessary as the proposed improvements will be within the existing dairy footprint.
- F. The special use poses no or minimal risk to the public health, safety and welfare.
Amending the original granted Special Use Permit will not increase risk to public health, safety or welfare.
- G. The special use proposed is not planned on a nonconforming parcel.
The proposed amendment is located on a conforming parcel.
- H. The applicant has adequately documented a public need for the project. The applicant has submitted all pertinent technical information, has demonstrated that it has adequate financial resources to implement the project, and has paid all County fees and review costs.
The existing dairy operation supplies milk for consumption and to local processing facilities.
- I. For any special use requiring a supply of water that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability and in the case of human consumption, quantity, quality, and reliability.
Water is adequate using wells and Morgan County Quality Water.

This application was considered by the Planning Commission in a public hearing on September 12, 2022.

Our office received one letter of support from a neighboring landowner which is in your packet. Another neighboring landowner was present at the hearing who was not opposed to the expansion but had a question regarding the increased use of the dairy's well and the effects it would have on the water table and other livestock wells in the area. Chris Kraft, representing Kraft Family Dairy, LLC stated they have a court decree Plan of Augmentation and they have to replace the water for that well so there will not be any effect.

The Planning Commission recommended approval on a vote of 5 in favor and 0 opposed, 2 members were absent.

Kraft Family Dairies LLC are requesting an additional 5 years of vesting in addition for a total of 8 years. They plan to start construction of the dry cow pens as soon as the Amended Special Use Permit is issued. However, they are requesting the additional 8 years to commence construction of the new parlor and free stall barns depending on the dairy market conditions.

Nicole Hay,
Morgan County Planning Administrator

NEW INFORMATION

BCC Notification

Sign Posting Affidavit

Any other new information received after PC
hearing

**NOTICE OF MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING TO REVIEW TWO LAND USE APPLICATIONS**

Notice is hereby given that on Tuesday, October 4, 2022 at 9:00 a.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:

1.) Applicant: Gary and Deb Vondy

Landowner: Dola Smith

Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.

Request: Minor Subdivision to plat approximately 15.09 acres into two lots.

Date of Application: July 6, 2022.

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Landowner: Kraft Family Dairies, LLC

Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701

Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 animal units to 15,000 animal units. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.

Date of Application: July 28th, 2022.

**THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND
MEETINGS REMOTELY VIA ZOOM. 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/83012921039>

Or Telephone:

Dial:

US: +1 346 248 7799

Webinar ID: 830 1292 1039

The applications and all materials are available for inspection at the Planning Administrator's Office, 231 Ensign Street, basement, Fort Morgan, Colorado, during regular office hours. At the time of hearing, opportunity will be given for the presentation of evidence in support of or in opposition to the application.

Nicole Hay
Morgan County Planning Administrator

Published: September 17, 2022

NOTICE OF MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING TO REVIEW TWO LAND USE APPLICATIONS

Notice is hereby given that on Tuesday, October 4, 2022 at 9:00 a.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:

1.) **Applicant:** Gary and Deb Vondy
Landowner: Dola Smith
Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.
Request: Minor Subdivision to plat approximately 15.09 acres into two lots.
Date of Application: July 6, 2022.

2.) **Applicant:** Tim Naylor, Hannah Dutrow/AGPROfessionals
Landowner: Kraft Family Dairies, LLC
Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701
Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 animal units to 15,000 animal units. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.
Date of Application: July 28th, 2022.

THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY VIA ZOOM. 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/83012921039>
Or Telephone:
Dial:
US: +1 346 248 7799
Webinar ID: 830 1292 1039

The applications and all materials are available for inspection at the Planning Administrator's Office, 231 Ensign Street, basement, Fort Morgan, Colorado, during regular office hours. At the time of hearing, opportunity will be given for the presentation of evidence in support of or in opposition to the application.

Nicole Hay
Morgan County Planning Administrator

Published: September 17, 2022

Published: Fort Morgan Times September 17, 2022-1920302

Prairie Mountain Media, LLC


PUBLISHER'S AFFIDAVIT

County of Morgan
State of Colorado

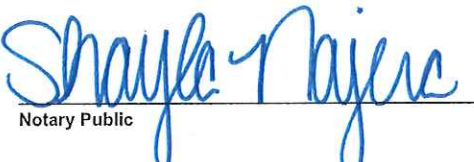
The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

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):

Sep 17, 2022


Signature

Subscribed and sworn to me before me this
19th day of September 2022


Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1052763
Ad Number: 1920302
Fee: \$52.44

Kraft Family Dairies,
LLC

Amended Special Use
Planning Commission
Original Packet

PC Original

TABLE OF CONTENTS

- **PC-Kraft Family Dairies, LLC Amended Special Use**
 - File Summary
- Additional Information
- Original Submittal
- Applicant Narrative
- Site Plan/Maps
- Proof of Ownership
 - Current Title Insurance Commitment within the last 6 months,
 - Any Deeds or additional ownership documentation
- Utilities & Access
 - Water, Sewer, Electric
- Environmental Impacts
 - Management Plan for Nuisance Control
 - Preliminary Environmental System Design
- Technical
 - Right to Farm, Application Fee Receipt, Tax Account Statement
- Referrals & Responses
 - Referrals sent and responses received, Landowner Letter sent and any responses received, PC Notification and any responses received

PC

PC Agenda

PC File Summary

PC Minutes to be approved



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

Monday, September 12th, 2022
AGENDA

TO: Morgan County Planning Commission
DATE: Monday, September 12, 2022
TIME: 7:00 P.M.
PLACE: Assembly Room – Option of remote attendance via ZOOM

Link to Zoom meeting:

<https://us02web.zoom.us/j/86952658445>

Or Telephone:

Dial:

US: +1 669 900 9128

Webinar ID: 869 5265 8445

All materials are available for inspection at the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado, during regular office hours. At time of the public hearing an opportunity will be given for presentation of evidence related to the application.

AGENDA

Roll Call

Agenda

Minutes from 6.13.2022

NEW BUSINESS:

1. **Applicant:** Gary and Deb Vondy
Landowner: Dola Smith
Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.
Request: Minor Subdivision to plat approximately 15.09 acres into two lots.

2. **Applicant:** Tim Naylor, Hannah Dutrow/AGPROfessionals

Landowner: Kraft Family Dairies, LLC

Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701

Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 head of cattle to 15,000 head of cattle. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.

OTHER MATTERS:

ADJOURN:



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION
FILE SUMMARY**

September 1, 2022

Hearing date – September 12, 2022

**APPLICANT: Tim Naylor and Hannah Dutrow, AGPROfessionals
OWNER: Kraft Family Dairies, LLC**

This application is for an Amendment to a Special Use Permit and Vesting of Rights to allow for the expansion of an existing permitted Quail Ridge Dairy confinement operations which was granted by Resolution 2006 BCC 21 and is included in your packets. The original permitted area is located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado and addressed as 13500 Co Rd 21, Fort Morgan, Colorado 80701

The owner is requesting an animal unit expansion from 9875 head of cattle to 15,000 head of cattle. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations. The property is zoned Agriculture Production.

In reviewing this application, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a Use by Special Review in Section 2-345 of the Morgan County zoning regulations has been met.

Section 2-395 Special Use Permit Criteria:

- A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. Specifically:

The property is located in the south central planning area as defined by the Morgan County Comprehensive Plan. The area south of County Road Q remains agriculture and there are livestock confinement facilities that must be protected and allowed to expand. In this area Comprehensive Plan goals include:

Preserve and protect existing agricultural uses south of County Road Q.
The request to amend the 2006 special use permit will encourage the preservation and continuation of the industry.

- B. The application documents are complete and present a clear picture of how the use is to be arranged on the site.
- C. The Site Plan conforms to the district design standards of Section 2-420 and Section 4-200 of the Morgan County Zoning Regulations.

- D. All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvement, site plan requirements or other mitigation measures.
- E. The special use proposed has been made compatible with the surrounding uses and is adequately buffered from any incompatible uses by distance and topography.
- F. The special use poses no or minimal risk to the public health, safety and welfare.
- G. The special use proposed is not planned on a nonconforming parcel.
- H. The applicant has adequately documented a public need for the project. The Applicant has submitted all pertinent technical information, has demonstrated that it has adequate financial resources to implement the project, and has paid all County fees and review costs.

Nicole Hay,
Morgan County Planning Administrator

ADDITIONAL INFORMATION

Any additional information received

Since PC packet was sent to members

JOHN A. COLLINS, MD, FACS

PO Box 512, Fort Morgan, CO 80701

September 6, 2022

(970) 867-2551

jacmdfacs@aol.com

Morgan County
Planning & Building Dept
231 Ensign Street
PO Box 596
Fort Morgan, CO 80701

RE: Quail Ridge Dairy

As a neighboring landowner, I received notice of the application for amended use by special review permit by the above applicants.

Since I will not be able to attend the hearing, I write in support of the application. The facts I put forth in support are:

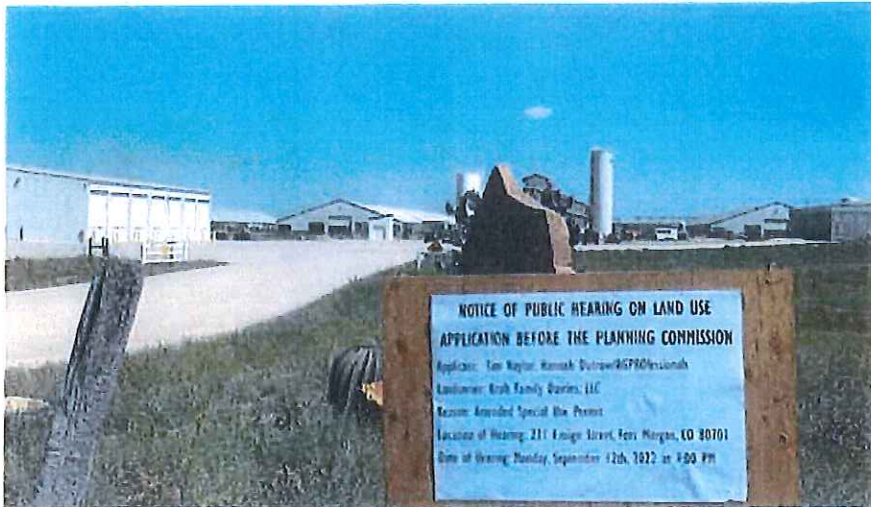
- Since their acquisition of the Badger Creek Dairy in 1988, the Kraft family has been an excellent neighbor and I have had no problems with their operation of the facility. They have kept up-to-date with the latest in dairy technology and humane animal husbandry. I have never experienced any problems with dust or odor related to the dairy.
- This tradition has continued with the operation of the Quail Ridge Dairy.
- The expansion will provide additional local markets for agricultural products and additional tax revenue to the county
- The expansion will be within the confines of the previously permitted facility, and will not encroach any closer to existing residences. The expansion will ease crowding in the dry pens.

You may contact me at the above address or phone number if you have further questions.

Sincerely yours,



John A. Collins, MD, FACS



The above sign was posted on September 2, 2022, pursuant to the Morgan County Zoning Resolution by Kraft Family Dairies LLC.

Project name and number: Kraft Family Dairies LLC

Signature of Applicant/Representative: Hannah T. S.

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Signed before me this date: 9-1-22

My Commission expires: 8-1-2025

NOTARIZED BY: [Signature]

KARILYN BAUGHMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174032330
MY COMMISSION EXPIRES AUGUST 1, 2025



NOTICE OF PUBLIC HEARING ON LAND USE

APPLICATION BEFORE THE PLANNING COMMISSION

Applicant: Tim Naylor, Hannah Dutrow/AGPROfessionals

Landowner: Kraft Family Dairies, LLC

Reason: Amended Special Use Permit

Location of Hearing: 231 Ensign Street, Fort Morgan, CO 80701

Date of Hearing: Monday, September 12th, 2022 at 7:00 PM

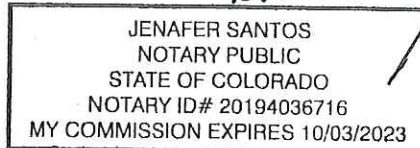
Attach Picture of sign here (PC)

The above sign was posted on (date) September 1, 2022, pursuant to the
Morgan County Zoning Resolution by (name of applicant) KRAFT PAINTER DAIRIES (AG-PRC).

Project name and number: Amended Special Use Permit SU2022-0001

Signature of Applicant/Representative: [Signature]

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)



Signed before me this date: September 8, 2022

My Commission expires: October 3, 2023

NOTARIZED BY:

[Signature: Jenifer Santos]

Quail Ridge Dairy

Amended Special Use Permit

Applicants:

Kraft Family Dairies, LLC

c/o AGPROfessionals, LLC

3050 67th Ave

Greeley, CO 80634

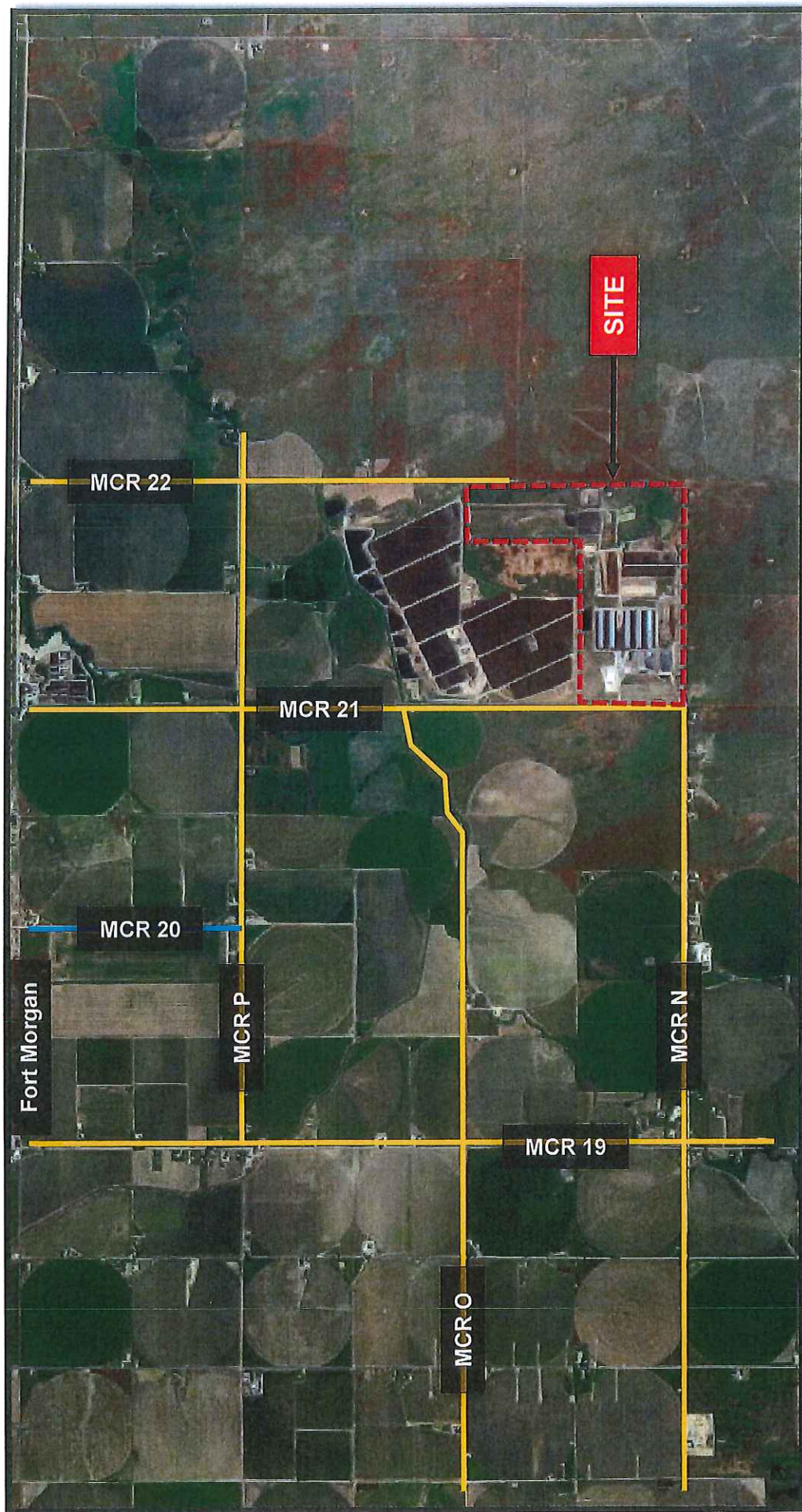


AGPROfessionals
DEVELOPERS OF AGRICULTURE

Request

- Currently permitted dairy operation and allowed to house 9,850 animal units
- Amend permit to
 - Increase animal units to 15,000
 - Construct additional pens, two free stalls, and one milking parlor

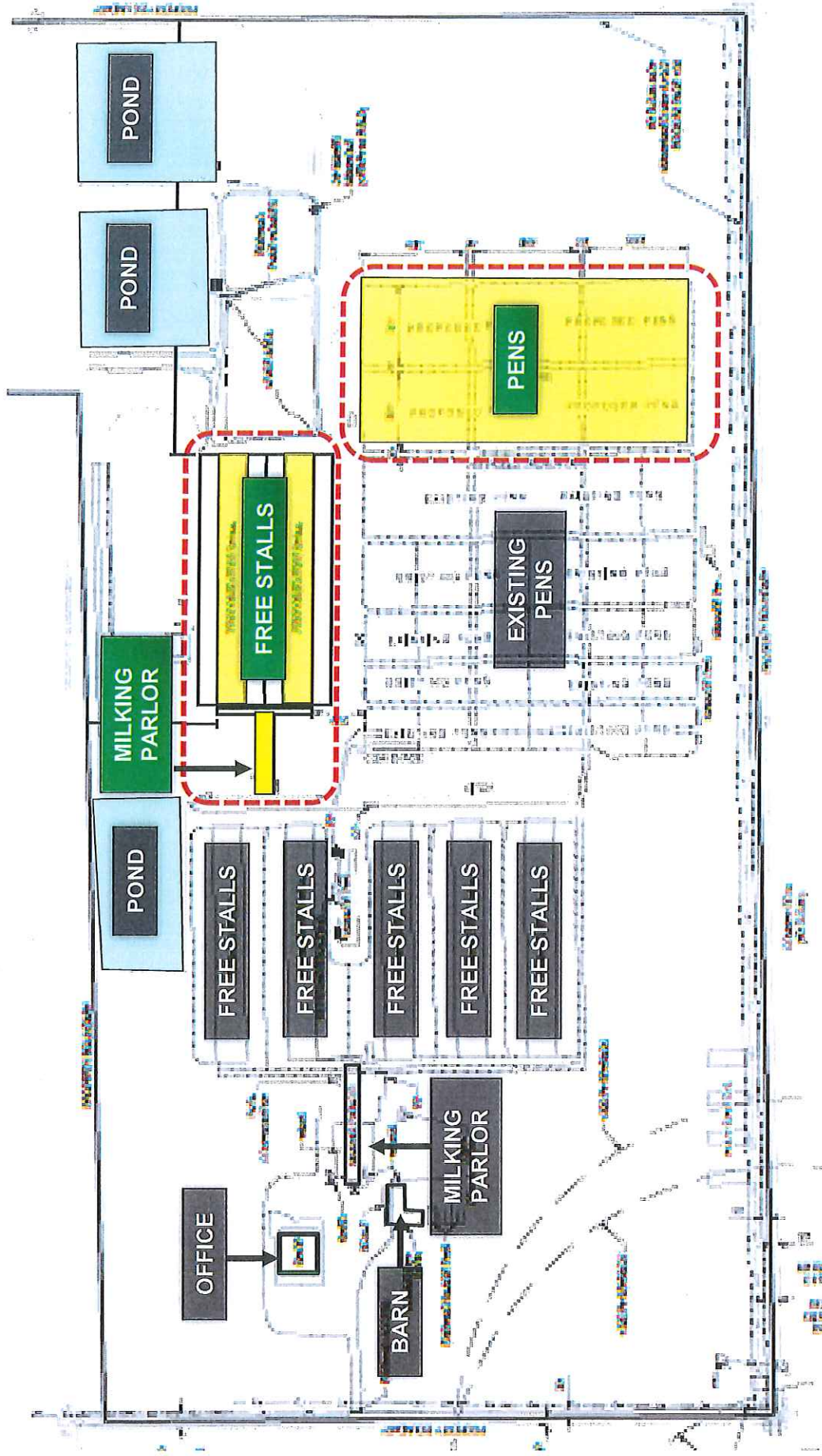
Existing Site



Existing Layout



Proposed Layout



Special Use Requirements

- Sec. 2-430 Special Use Permit Criteria
 - *All application documents are complete*
 - *Consistent with Morgan County Comprehensive plan*
 - *Site Plan conforms to district design standards and regulations*
 - *All on and off-site impacts have been satisfactorily mitigated*
 - *Special use has been made compatible and adequately buffered as determined by the County*



Provisions for Protection of Health, Safety, Welfare

- *Water Protection* • *Nuisance Management*
- *Water Supply* • *Codes, Referrals, Conditions and Developments Standards*
- *Septic and Sanitation*
- *Manure and Stormwater*
- *Nutrient Management*

Water Protection

- *Run-on water eliminated*
- *Storm Event Run Off Contained*
- *Pond lined to meet CDPHE regulations*
- *State and Federal Requirements*

Water and Sanitation

- Morgan County Quality Water District
 - 4 existing service taps
- Irrigation and dairy operations
 - Existing permitted wells
- Well setback for ponds at 300 feet
- Private septic for office building

Wastewater Pond Design

RECTANGULAR WASTE STORAGE POND DESIGN COMPUTATIONS

Project Name: Quail Ridge Dairy, Overall

Location: Morgan County

Climate Station: Fort Morgan, one year

Computed By: Agpro

Date: 7/5/2022

Checked By: Agpro

Date:

| BASIC DATA | | POND DESIGN VOLUME | | RECTANGULAR STORAGE POND DESIGN DIMENSIONS | |
|---|--|------------------------------------|--|--|--------------------------------------|
| Solids & Slurry Inflow : 67500 gal. /day | | Max Working Storage: 82.11 Acre-ft | | Freeboard: 0.0 Ft | Design Surface Area: 640,950 sq. ft. |
| Other Liquid Waste Inflow: 598,000 gal. /day | | Design Storm Runoff: 2589 Acre-ft | | Inside Slope: 4 Ft:1V | Available Storage Volume: 94 Acre-ft |
| Contributing Roof Area: 85 | | Design Requirement: 108.00 Acre-ft | | Evaporation Area: 343,686 sq. ft. | Freeboard Volume: 23 Acre-ft |
| Contributing Compacted Area: 75 Acres, CN = 3.40 inches | | Available Storage: 87% of design | | Seepage Rate: 0.000 inches/day | Total Volume: 122 Acre-ft |
| Contributing Bare Lot Area: 3.40 inches | | Storage Safety Factor: 1.1 | | Seepage Area: 1280 sq. ft. | |
| 25yr-30day Precipitation Depth: 3.66 inches | | | | | |
| 10yr-10day Precipitation Depth: 48 inches | | | | | |
| Annual FWS Evaporation: 48 inches | | | | | |

| AVERAGE ANNUAL MASS BALANCE FOR ESTIMATING MAXIMUM WORKING STORAGE REQUIREMENTS | | | | | | | | | | | | | | | | |
|---|--|----------------------------|----------------------------|----------------------|--------------------------|-------------------------------|-------------------|------------------------|------------------------------|------------------------|----------------------------|-------------------------|------------------------------------|--------|-------|--------|
| MONTHLY POND INFLOW | | | | | | | | | | | | | | | | |
| Month | Monthly Contribution to Working Storage from Precipitation | | | | MONTHLY POND OUTFLOW | | | | WORKING STORAGE | | | | | | | |
| | Precip. (inches) | Event Lett Runoff (inches) | Paved Lett Runoff (inches) | Roof Runoff (inches) | On Pond Runoff (Acre-ft) | Waste Inflow Solids (Acre-ft) | Liquids (Acre-ft) | Total Inflow (Acre-ft) | Surface Evaporation (inches) | Seepage Loss (Acre-ft) | Planned Drawdown (Acre-ft) | Total Outflow (Acre-ft) | Monthly Storage In - Out (Acre-ft) | | | |
| Jan. | 0.33 | 0.05 | 0.32 | 0.14 | 0.2509 | 0.05 | 0.0584 | 0.2820 | 0.0000 | 6.4135 | 7.36 | 1.44 | 0.9468 | 0.0000 | 6.42 | 50.00 |
| Feb. | 0.17 | 0.07 | 0.44 | 0.16 | 0.3085 | 0.05 | 0.0437 | 0.2085 | 0.0000 | 6.2065 | 7.32 | 1.63 | 1.1045 | 0.0000 | 1.10 | 55.11 |
| Mar. | 0.11 | 0.00 | 0.35 | 0.02 | 0.0307 | 0.51 | 0.4984 | 6.8705 | 0.0000 | 6.4135 | 7.82 | 2.54 | 1.7358 | 0.0000 | 25.00 | 26.72 |
| Apr. | 1.20 | 0.10 | 0.54 | 0.04 | 0.1077 | 0.59 | 0.9579 | 1.4714 | 0.0000 | 6.2065 | 9.29 | 4.52 | 2.8404 | 0.0000 | 6.25 | 43.67 |
| May | 2.63 | 0.63 | 5.15 | 0.41 | 0.7980 | 2.40 | 2.3324 | 3.2249 | 0.0000 | 6.4135 | 17.93 | 5.76 | 3.7872 | 0.0000 | 3.79 | 14.14 |
| June | 2.15 | 0.33 | 3.33 | 0.22 | 0.4297 | 1.52 | 1.8590 | 2.6363 | 0.0000 | 6.2065 | 14.47 | 6.56 | 4.5762 | 0.0000 | 4.58 | 57.70 |
| July | 1.80 | 0.35 | 2.17 | 0.12 | 0.2385 | 1.58 | 1.5319 | 2.2073 | 0.0000 | 6.4135 | 12.54 | 7.20 | 4.7340 | 0.0000 | 4.73 | 7.81 |
| Aug. | 1.49 | 0.21 | 1.29 | 0.05 | 0.0911 | 1.37 | 1.2345 | 1.8270 | 0.0000 | 6.4135 | 10.86 | 6.43 | 4.2605 | 0.0000 | 4.26 | 75.51 |
| Sep. | 1.13 | 0.08 | 0.51 | 0.00 | 0.0082 | 0.92 | 0.8915 | 1.3855 | 0.0000 | 6.2065 | 9.00 | 4.90 | 3.1560 | 0.0000 | 29.00 | 82.11 |
| Oct. | 0.56 | 0.00 | 0.01 | 0.02 | 0.0484 | 0.47 | 0.4525 | 0.8093 | 0.0000 | 6.4135 | 7.73 | 3.36 | 2.2092 | 0.0000 | 29.00 | -33.48 |
| Nov. | 0.38 | 0.02 | 0.11 | 0.06 | 0.1514 | 0.21 | 0.2095 | 0.4660 | 0.0000 | 6.2065 | 7.12 | 1.92 | 1.2624 | 0.0000 | 1.26 | 5.55 |
| Dec. | 0.37 | 0.04 | 0.25 | 0.12 | 0.2317 | 0.12 | 0.1175 | 0.3311 | 0.0000 | 6.4135 | 7.34 | 1.44 | 0.5463 | 0.0000 | 0.95 | 41.35 |
| Totals: | 12.82 | 2.36 | 14.25 | 1.36 | 2.50 | 10.33 | 10.33 | 45.72 | 0.00 | 75.93 | 118.73 | 48.00 | 31.56 | 0.00 | 83.00 | 114.55 |

| RAINFALL AND RUNOFF ESTIMATION FOR WASTE STORAGE POND DESIGN | | | | | | | | | | | |
|--|---------------|--|--------------|--|--|--------------|--|--|--------------|--|--|
| Earth Areas | | | | | | | | | | | |
| 25yr-24hr Storm Event | | | | | | | | | | | |
| Earth Areas | | | Paved Areas | | | Roofed Areas | | | Pond Surface | | |
| 1 day Curve Numbers: | 90 | | 85 | | | 100 | | | 100 % | | |
| 25yr-24hr Rainfall: | 3.40 inches | | 3.40 inches | | | 3.40 inches | | | 3.40 inches | | |
| 25yr-30day Rainfall: | 2.35 inches | | 1.93 inches | | | 3.40 inches | | | 3.40 inches | | |
| Runoff Volume: | 14.72 Acre-ft | | 5.70 Acre-ft | | | 3.30 Acre-ft | | | 4.17 Acre-ft | | |
| Chronic Storm (10 day event) | | | | | | | | | | | |
| 10 day Curve Numbers: | 51 | | 72 | | | 100 | | | 100 % | | |
| 10yr-10day Rainfall: | 3.9 inches | | 3.9 inches | | | 3.9 inches | | | 3.9 inches | | |
| 10yr-10day Runoff: | 1.58 inches | | 1.30 inches | | | 3.66 inches | | | 3.66 inches | | |
| Runoff Volume: | 12.40 Acre-ft | | 2.65 Acre-ft | | | 3.75 Acre-ft | | | 4.73 Acre-ft | | |
| Average Monthly Runoff Contribution to Working Storage | | | | | | | | | | | |
| 30 day Curve Numbers: | 77 | | 57 | | | 95 | | | 100 % | | |
| Monthly Runoff: | | | | | | | | | | | |
| Average Annual Rainfall: | 42.8 inches | | 42.8 inches | | | 42.8 inches | | | 42.8 inches | | |
| Average Annual Runoff: | 2.38 inches | | 1.56 inches | | | 10.53 inches | | | 10.53 inches | | |
| Runoff as % of Rainfall: | 18% | | 11% | | | 85% | | | 100.0% | | |

Manure & Water Management

Manure

- 62,165 tons generated annually
- All manure storage inside corrals
- Utilized by local farmers for beneficial use

Wastewater Management

- Agronomic rates
- Soil sampling
- Manure and water sampling
- Crop consulting
- Full documentation
- Required by State and Federal Law

Nuisance Management Plan

Air Quality

- *Dust*
- *Odor*

Pests

- *Flies*
- *Mosquitoes*
- *Rodents*
- *Birds*

Cleanliness

- Bunks cleaned daily
- Pens harrowed
- Habitat removed
- Spraying and bait



Traffic

- *MCR 21 and MCR N*



Special Use Requirements

- Sec. 2-430 Special Use Permit Criteria
 - ✓ *All application documents are complete*
 - ✓ *Conform with Morgan County Comprehensive Plan*
 - ✓ *Site Plan conforms to district design standards and regulations*
 - ✓ *All on and off-site impacts have been satisfactorily mitigated*
 - ✓ *Special use has been made compatible and adequately buffered as determined by the County*

Quail Ridge Dairy

Amended Special Use Permit

Applicants:

Kraft Family Dairies, LLC

c/o AGPROfessionals, LLC

3050 67th Ave

Greeley, CO 80634



AGPROfessionals
DEVELOPERS OF AGRICULTURE

ORIGINAL SUBMITTAL

Original Application



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

E-MAIL: permits_licensing@co.morgan.us

PERMIT # 5U2022-0001

Date Received 7/28/22 Received By JS
App Fee \$500 Ck/CC # 021871 Paid 8/4/22
Minor Amend Fee: \$200 CK/CC #: _____ Paid / /
Recording Fee \$ _____ Ck/CC #: _____ Paid / /
PC Date: / / BOCC Date: / /
100 Year Floodplain? Y/N Taxes Current? Y/N

AMENDED SPECIAL USE PERMIT APPLICATION

(Also to be used as application for Amendments to Existing Special Use Permits)

Landowner MUST Sign Application and Right to Farm Policy

APPLICANT

Name AGPROfessionals
Address 3050 67th Avenue, Suite 200
Greeley, CO 80634
Phone (970) 535-9318
Email hdutrow@agpros.com

LANDOWNER

Name Kraft Family Dairies LLC
Address 15960 County Road 21
Fort Morgan, CO 80701
Phone (970) 867-5758
Email chrisbadgercreek@msn.com

BRIEF DESCRIPTION OF INTENT

Present use of property Permitted SUP Livestock confinement facility for 9,850 animal unit dairy operation
Proposed use of property Expansion of SUP Livestock confinement operation for 15,000 head of cattle

PROPERTY LEGAL DESCRIPTION & TECHNICAL INFORMATION

Job Site Address or General Location if not addressed:

13500 County Road 21, Fort Morgan, CO 80701

**If more space is necessary, attach an extra page to application*

S: 27 T: 3 R: 57 S 1/2 E 1/2 NE 1/4

Parcel #: 1229 - 270 - 00 - 002

Subdivision: N/A

Property Size 385 +/- (sq. ft. or acres)

Zone District: A - Agriculture

Lot #(s): N/A

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

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.

SPECIAL USE PERMIT REQUIRED ATTACHMENT LIST

Additional information may be required by staff

Fee:

☒ Non-Refundable Application Fee \$500:

**Fee may be subject to change per section 2-160 of Morgan County Zoning Regulations*

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

☒ All off-site impacts and proposed mitigation measures

☐ Development or implementation schedule of project

☐ Proposed length of time the permit is desired

☐ Discussion of any public improvements required to complete the project & copies of pertinent improvements agreements

☐ Narrative of how this proposal complies with the Morgan County Comprehensive Plan

<https://morgancounty.colorado.gov/sites/morgancounty/files/Comprehensive-Plan-2008.pdf>

☐ Narrative of how this proposal complies with the criteria for review of Special Use Permits (*see attached*)

Environmental Impacts: ☐ Discuss any environmental impacts the Special Use will have on:

☒ Air Quality

☒ Dust

☒ Existing Vegetation

☒ Land Forms

☒ Noise

☒ Odor

☒ Storm Water Runoff

☒ Water Resources

☒ Wetlands

☒ Wildlife

☒ Visual Amenities

☐ Other _____

Site Map & Plans: ☐ **Site Plan** must be drawn to scale and show all existing/proposed structures with the setbacks from all property lines and other pertinent information required for the project, including widths. *See attached example and Morgan County Zoning Regulations, Section 2-420*

☐ Describe any **easements** required for the project including widths and other pertinent information ...*May be required to supply copies of easement agreements*

☐ **Drainage/Run-Off Control Plan** may be required if the Planning Administrator determines that the use or building meets one of the following criteria: (see Morgan County Zoning Regulations 3-130(G))

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

Ownership:

☒ Current title insurance commitment (last 30 days)

Utilities/Access:

- ☒ Water tap must be paid in full and well must be fully operational.
- ☒ Sewer (Septic Permit, Will Serve Letter from NCHD or proof of other public system)
- ☒ Electric (Electric bill or letter of commitment from electricity provider)
- ☒ Driveway Permit from CDOT or Morgan County Road & Bridge (If required by staff)
- ☒ Ditch Company- Proof of contact if there is a ditch on or next to your property
- ☒ Architecture Control Approval (if applicable)

Technical:

☒ Vesting (Optional) If you desire Vesting as part of this application, please include the following along with a signed statement:

- ☒ Period of time Vesting Rights are requested *5 years additional*
- ☐ Development guide describing the proposed uses and development in the area
- ☐ The goals and objectives of the project
- ☐ Development schedule including timeline and phases
- ☐ Reason for request
- ☐ Other pertinent factors concerning the development
- ☒ \$200 Additional application fee for Vesting portion of application

☒ Right to Farm Policy signed by Landowner (attached)

☒ 11 # Paper Application sets ☒ 1 Digital Copy of Application
One sided only please

☐ Sign posting verification:

- Notarized affidavit with photographs from a distance & close-up
- This will take place AFTER Planning Commission hearing & 3 weeks PRIOR to Morgan County Board of Commissioners hearing *Post Sept. 8th PC, + Sept. 23rd BCC*

☐ Additional Information required by staff: _____

Applications will **not** be accepted for properties which are not current in their property taxes.

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

APPLICANT & LANDOWNER'S STATEMENT

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

 07-26-2022

Applicant Signature Date

_____
Applicant Signature Date

7/26/2022

 07-26-2022

Landowner Signature Date

Landowner Signature Date

APPLICANT NARRATIVE

Project Description

Purpose of Request

Additional Information to Demonstrate Intent

Impact/Relation to Adjacent Uses

Vesting

Project Narrative

Prepared for Kraft Family Dairies LLC

1. *Narrative describing project and purpose of request.*

Kraft Family Dairies is requesting an amendment to an existing Special Use Permit (SUP) for the Quail Ridge Dairy confinement operations. The request is to increase the livestock from 9,875 head of cattle to 15,000 head of cattle respectively. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.

| Type | Number | Animal Unit Equivalent | Total Animal Units |
|--------------|---------------|------------------------|--------------------|
| Milking Cows | 6,750 | 1.4 | 9,450 |
| Dry Cows | 1,050 | 1.0 | 1,050 |
| Heifers | 4,650 | 0.8 | 3,720 |
| Calves | 2,550 | 0.25 | 637.50 |
| Total | 15,000 | | 14,857.5 |

Activities will continue to include housing and raising dairy heifers; milking dairy cows; storing and processing feed; storing and maintaining feed equipment; and farming. Supporting infrastructure includes buildings and corrals for livestock husbandry, equipment storage, maintenance facilities, and waste and storm water management control structures. The existing buildings include existing agricultural structures [shops & utility sheds]. Fencing will be typical of agricultural facilities and include three or four-strand barbed wire and pipe fencing for the feeding areas and property boundary. Lighting shall comply with Morgan County Code.

The property is located on parcel no. 122927000002 and includes approximately 350 acres. The site is located east of County Road 21 and northeast of County Road N approximately four miles south of the Town of Fort Morgan. The site is in the A - Agricultural Zone District according to the Morgan County Zoning Map. The property has operated a permitted livestock confinement operation since 2006. Access is currently achieved along County Road 21.

The facility will be operated under applicable local, state, and federal regulations. The facility will also use standard and traditional operating procedures and best management practices consistent for dairy farming.

2. *Narrative of Compliance with the Comprehensive Plan & Zoning*

Morgan County Comprehensive Plan.

Chapter 2 Plan Summary Section II Policy Plan Summary

Section C. Land Use 1. County Wide

GOAL: The county will encourage the preservation of agriculture production lands in balance with pressures for land use changes to higher intensity development.

Morgan County Comprehensive Plan.

Chapter 3 Plan Setting & Economy of Morgan County

Section V. Agriculture

The most visible and prominent industry in Morgan County is agriculture. For years, Morgan County has been one of the richest agricultural counties in the State. Approximately 88% of the county land area is devoted to farming and raising livestock. It has been ranked in the top 3rd of counties for value of crops and livestock produced.

The proposed use is consistent with the Morgan County Comprehensive Plan as the plan encourages the continued preservation and use of agriculture and agriculturally related businesses. The facility is an agricultural business related to confined animal production, specifically the dairy industry. The property use is necessary in Morgan County to preserve the agricultural economic base historically attributed to the area.

Morgan County Comprehensive Plan.

Chapter 6. Land Use Planning

Section III. Fort Morgan C. South Central Planning Area

The area south of County Road Q remains agriculture. It must be noted that there are livestock confinement facilities that must be protected and allowed to expand.

GOAL: Preserve and protect existing agriculture uses south of County Road Q.

This proposal meets the intent of the Morgan County Land Use Regulations, with regards to the South-Central Planning Area. The comprehensive plan indicates that livestock confinement facilities must be protected and allowed to expand. This request for an expansion of an existing livestock confinement operation is in compliance with the Morgan County Comprehensive Plan.

A – Agricultural Zone District

A livestock confinement operation is a permissible use in the A – Agricultural zone district. The confined animal feeding operation integrates with existing uses through continued agricultural and farming activities, use of farm derived feeds, and production of an agricultural commodity. The feeding operation is compatible with and supportive of the current A – Agricultural zone district

3. *Compliance with Morgan County Special Use Permit Criteria*

(A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan.

As indicated in the section above, the existing dairy operation is located in the Fort Morgan South Central Planning area. This area has existing livestock confinement facilities, as is the

ENGINEERING, PLANNING, CONSULTING & REAL ESTATE

HQ & Mailing: 3050 67th Avenue, Suite 200, Greeley, CO 80634 | 970.535.9318 office | 970.535.9854 fax

Idaho: 213 Canyon Crest Drive Suite 100, Twin Falls, ID 83301 | 208.595.5301

www.agpros.com

case with the Quail Ridge Dairy, where it has been noted these agricultural activities must be protected and allowed to expand.

(B) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.

All required documents have been included with this application.

(C) The Site Plan conforms to the district design standards of these Regulations.

The site is existing, and all additional improvements will be constructed within the existing footprint of the dairy.

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

As the operation is existing, additional impacts are expected to be minimal. Impacts of the proposed use upon existing uses and the environment are detailed in the included Nutrient Management Plan, Nuisance Plan, and continued compliance with Morgan County Zoning Regulations and the Comprehensive Plan.

(E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.

A separate livestock confinement operation exists on the property to the north. Other surrounding uses are principally dry farmland and pasture. As the proposed improvements will be within the existing footprint of the dairy, no additional buffering is proposed.

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

The facility will be operated under applicable local, state, and federal regulations. The facility will also use standard and traditional operating procedures and best management practices consistent for dairy farming.

(G) The special use proposed is not planned to be developed on a non-conforming parcel.

The parcel is not a non-conforming parcel.

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

The existing dairy operation supplies milk for consumption and to local processing facilities to be made into other food products. All technical information related to this proposal has been submitted with this application. As the site is existing, there is adequate resources to implement the project. All fees and costs associated with this application will be paid.

(I) For any special use requiring a supply of water that the applicant has demonstrated a source

of water which is adequate for the proposed use in terms of quantity and reliability and in the case of human consumption, quantity, quality, and reliability.

The site has access to water adequate for the proposed use. See the included well permits.

4. Impact to Adjacent Property Uses and mitigation measures.

Agricultural uses that surround this site are primarily rangeland, crop farming, hay production, cattle grazing, livestock confinement operations, and rural residential. This proposal is compatible with the surrounding agricultural uses and the Morgan County Comprehensive Plan.

As the operation is existing, additional impacts are expected to be minimal. Impacts of the proposed use upon existing uses and the environment are detailed in the following exhibits:

- Nutrient Management Plan
- Nuisance Plan
- Continued compliance with Morgan County Zoning Regulations and the Comprehensive Plan

5. General Site Information.

a. Hours of Operation

The facility will operate Monday-Sunday, twenty-four hours per day. The majority of operations will take place during normal business hours.

b. If this is a dairy, livestock confinement operation, kennel, etc., list the number and type of animals.

The request is for a livestock confinement operation for 15,000 head of cattle.

c. Existing Lot Surface

The site is approximately 385 acres consisting of range land grass, pen areas, storm water/wastewater ponds and calve barns. New pens will be constructed in relation to the existing buildings. New construction is within the current drainage area. No changes are anticipated to the drainage area.

d. Landscaping Plan

No additional landscaping is proposed.

e. Fencing

three or four strand barbed wire fencing will be used around the perimeter of the facility as is used in normal animal production facilities. Corrals will be standard pipe fence or pipe and cable fencing standard to the industry.

f. Improvements

The proposed on-site improvements will include an additional dairy parlor, two free stalls, and a dry pen. Construction will commence upon approval of the Amended SUP. There are no proposed off-site improvements.

g. Structures

The property contains accessory structures related to the existing dairy operation including dairy parlors, utility buildings, and equipment buildings

h. Access

No public improvements or expense is requested. The facility will continue to use the access along County Road 21.

i. Reclamation

Reclamation procedures include compliance with applicable state regulations to manage solid manure and stormwater runoff until all relative material is adequately removed. Should the facility be permanently discontinued for use as a livestock operation, it would be marketed under applicable county planning and zoning regulations to its greatest and best use.

6. Environmental Impact.

Existing Vegetation - Existing vegetation surrounding the subject site consist of primarily dryland farm ground and pasture. This project's design minimizes the impact on surrounding vegetation. Improvements are to be constructed within the existing dairy operations footprint.

Landforms - As depicted in the US Geologic Topographical map, there are no unusual or unique landforms in the subject property. Land development for the project includes site grading for drainage and excavation for storm water containment facilities designed according to State and Federal regulations.

Water Resources – Water is provided to the dairy by Morgan County Quality Water. Well permit # 239293 is issued to the Kraft's and used for limited farm and ranch use. Well permit # 86063-F is issued to the Kraft Family Dairies for agricultural use associated with dairy operations.

Air Quality - Air quality issues for confined animal feeding operations are well known and well documented. The two air quality impacts are production of dust from the cattle pens during predominantly dry summer months, and odor production from wet manure during snowy or chronic rainy periods. Air Quality impacts and mitigation are addressed in the supplemental Nuisance Control Plan.

Wildlife – This facility is not located on or in close proximity to a threatened or endangered wildlife habitat.

Wetlands - The property does not contain any delineated wetlands.

Dust – Dust production is a documented occurrence at confined animal facilities. Dust is primarily produced in the evenings during dry summer months. Outdoor pens will be managed through proper stocking rates or using mechanical methods to add moisture to dusty surfaces. The attached Nuisance Control Plan details dust control methods.

Odor - The attached Nuisance Control Plan details proposed odor control methods.

Noise – Noise impacts are expected to be minimal. Vehicles such as feed trucks, semi-trailer trucks, cars and pick-up trucks, maintenance and agricultural equipment, and livestock are the primary sources of noise production at a dairy. Noise from vehicular and maintenance traffic primarily occurs during daylight hours.

Storm Water Runoff - The attached Nutrient Management Plan details the control and management methods for storm water runoff.

Visual Amenities – It will be in the property owner's best interest to present a clean, well-kept, and visually appealing presence for the benefit of their livestock health, ease of management, and continual success. No additional visual amenities, such as landscaping, are currently planned.

7. Vesting

Kraft Family Dairies LLC is requesting an additional five years of vesting of rights for a combined total of eight years. Initial construction of the dry cow pens will commence immediately upon approval. The new parlor and free stall barns will commence construction depending on dairy market conditions.

SITE PLAN/ MAPS

Site Plan

Plat Map

QUAIL RIDGE DAIRY
SPECIAL USE PERMIT (SUP)
PART OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 57 WEST OF THE 6TH
P.M., COUNTY OF WELD, STATE OF COLORADO

LEGAL DESCRIPTION

THE SOUTHWEST QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 57 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORGAN COUNTY, COLORADO, EXCEPT A PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 27, THENCE S1°29'53"W A DISTANCE OF 162.87 FEET, THENCE S89°41'13"W A DISTANCE OF 2533.09 FEET, THENCE N10°18'45"E A DISTANCE OF 102.84 FEET, THENCE S54°41'15"E A DISTANCE OF 2541.52 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTHEAST QUARTER (SE1/4) AND THE EAST HALF OF THE NORTHEAST QUARTER (E1/2 NE1/4) OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 57 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORGAN COUNTY, COLORADO, EXCEPT A PARCEL DESCRIBED AS FOLLOWS:

A PARCEL OF LAND Lying IN THE E1/2 OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 57 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, THENCE N39°58'24"E A DISTANCE OF 1334.68 FEET, THENCE S1°29'53"W A DISTANCE OF 2773.09 FEET, THENCE S89°41'15"W A DISTANCE OF 1334.30 FEET, THENCE N1°29'44"E A DISTANCE OF 2779.97 FEET TO THE POINT OF BEGINNING.

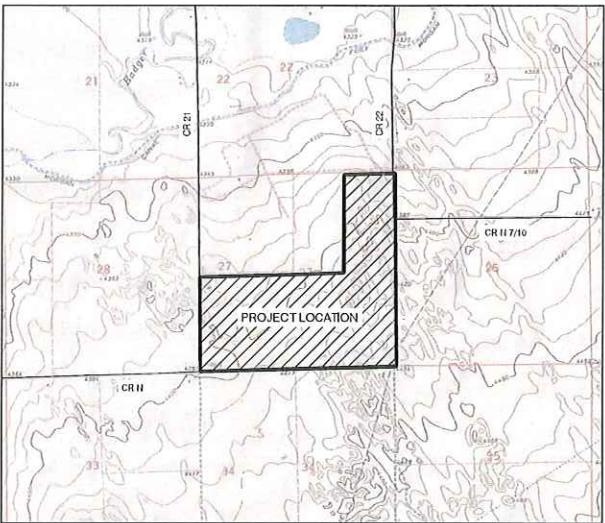
AND EXCEPT

A PARCEL OF LAND Lying IN THE NE1/4 OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 57 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST SECTION CORNER OF SAID SECTION 27, THENCE S1°26'51"W A DISTANCE OF 133.47 FEET, THENCE N59°58'42"W A DISTANCE OF 1387.59 FEET, THENCE N1°29'55"E A DISTANCE OF 1391.58 FEET, THENCE S87°58'24"E A DISTANCE OF 1389.20 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 392.85 ACRES.

GENERAL NOTES



VICINITY MAP

SCALE 1" = 2000'

| Sheet List Table | |
|------------------|--------------------------------|
| SHEET NUMBER | SHEET TITLE |
| C-1 | COVER SHEET |
| SUP-1 | SPECIAL USE PERMIT - SITE PLAN |

CERTIFICATION & SIGNATURE BLOCKS

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

CONTAINING A CALCULATED AREA OF 392.85 ACRES

HAVE HAS BY THESE PRESENTS Laid Out, Platted and Subdivided the SAME, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF SPECIAL USE PERMIT MAP.

EXECUTED THIS _____ DAY OF _____, 20____.

OWNERS

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

STATE OF COLORADO
COUNTY OF _____
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

2. **COMMISSIONER'S CERTIFICATE:**
APPROVED THIS _____ DAY OF _____, 20____, BY _____, BOARD OF COUNTY COMMISSIONERS, MORGAN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL, CONCERNS, OR FLOODING CONCERNS 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 INCLUDING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SEWERALLES, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBSIDER AND NOT THE COUNTY OF MORGAN.

ATTEST: _____
CLERK TO THE BOARD

3. **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 DAILY RECORDED IN RECEPTION NO. _____

CLERK AND RECORDER

COVER SHEET

DATE: August 12, 2022
FILE / REVIEW: A
BOARD / REVIEW: A

811
CALL 811
CON

AGPROffessionals
DEVELOPERS OF AGRICULTURE
213 Canyon Crest Dr., Suite 100,
Windsor, CO 80551
(303) 595-5801

3850 87th Avenue, Suite 200,
Grand, CO 80531
(970) 535-9315 • Fax: (970) 535-9854

FOR
APPROVAL
ONLY
SUBMITTAL

QUAIL RIDGE DAIRY
COVER SHEET
MORGAN COUNTY, CO

SHEET:
C-1



PROOF OF OWNERSHIP

Current Title Insurance Commitment
(within last 6 months)

Any deeds or other additional ownership
documentation



Stewart Title Company
1275 58th Ave, Unit C
Greeley, CO 80634
(970) 356-5573
Fax:

Date: July 18, 2022
File Number: 1758297
Property Address: 13500 Co RD 21, CO
Buyer/Borrower: TBD TBD

Please direct all Title inquiries to:

Emily Rank
Phone: (303) 696-4980
Fax:
Email Address: coloradotitleofficers@stewart.com

TBD TBD
Delivery Method: Emailed

Kraft Family Dairies, LLC
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

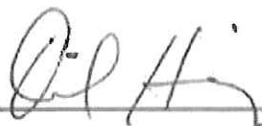
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective 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 Policy Amount and the name of the Proposed Insured.

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


Authorized Countersignature
Stewart Title Company
1275 58th Ave, Unit C
Greeley, CO 80634




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.

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File No.: 1758297

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 1758297

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3

AMERICAN
LAND TITLE
ASSOCIATION



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 1758297

ALTA Commitment For Title Insurance 8-1-16

Page 3 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

**ISSUED BY
STEWART TITLE GUARANTY COMPANY**

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company
Issuing Office: 1275 58th Ave, Unit C, Greeley, CO 80634
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1758297
Issuing Office File Number: 1758297
Property Address: 13500 Co RD 21, CO
Revision Number:

1. Commitment Date: July 11, 2022 at 8:00AM

2. Policy to be issued: **Proposed Policy Amount**

(a) ALTA Owner's
Proposed Insured:

(b) ALTA Loan
Proposed Insured:

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

FEE SIMPLE

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

Kraft Family Dairies, LLC, dba Quail Ridge Dairy, LLC

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Informational commitment

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File No.: 1758297

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 6

**AMERICAN
LAND TITLE
ASSOCIATION**



**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

**ISSUED BY
STEWART TITLE GUARANTY COMPANY**

File No.: 1758297

The N1/2SW 1/4 and the N1/2S1/2SW1/4 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described as commencing at the West Quarter Corner of said Section 27 as evidenced by No. 5 rebar found; thence N88°59'36"E along the North line of said SW1/4, 2541.35 feet to a 2 1/2" Aluminum Monument marking the center Quarter Corner of said Section 27; thence S00°56' 17"E along the East line of said SW1/4, 1979.05 feet; thence S88°56'06"W 2574.84 feet to a point on the West line of said SW1/4; thence N00°01'48"E along said West line 1982.00 feet to the point of beginning, EXCEPTING from the above a six acre parcel situated in the SW 1/4 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Beginning at the center Quarter Corner of said Section 27, thence S01°39'53"W a distance of 102.87 feet; thence N89°41'15"W a distance of 2539.09 feet; thence N00°18'45"E a distance of 102.84 feet; thence S89°41'15"E a distance of 2541.52 feet to the point of beginning.
AND

The S1/2S1/2SW 1/4, SE1/4 and E1/2NE1/4 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, EXCEPT a tract of land lying in the E1/2 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County Colorado, more particularly described as follows: Beginning at the north quarter corner of said Section 27; thence N89°58'24"E a distance of 1334.08 feet; thence S01°39'53"W a distance of 2773.09 feet; thence S89°43'53"W a distance of 1334.30 feet; thence N01°39'48"E a distance of 2779.97 feet to the point of beginning, AND a tract of land lying in the NE1/4 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Beginning at the northeast section corner of said Section 27; thence S01°20'51"W a distance of 133.47 feet; thence N89°53'42"W a distance of 1387.59 feet; thence N01°39'53"E a distance of 131.58 feet; thence S89°58'24"E a distance of 1386.20 feet to the point of beginning.

County of Morgan, State of Colorado

For Informational Purposes Only: 13500 Co RD 21, CO

APN: 1229-270-00-002, R010661

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1758297

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.

5. NONE.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

6. FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Quit Claim Deed recorded November 2, 2015, [as Reception No. 896488](#). Quit Claim Deed recorded July 28, 2006, [as Reception No. 836930](#). Warranty Deed recorded October 7, 2005, [as Reception No. 830593](#).

NOTE: Statement of Authority for Kraft Family Dairies, LLC recorded July 5, 2020 [as Reception No. 926101](#), discloses the following persons as those authorized to transact business on behalf of said entity: Mary L. Kraft, Member and Richard C. Kraft, Member and Stratton Kraft, Member. If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1758297

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) 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) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof, including the reservation of a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent issued June 5, 1918 [as Patent No. 633243](#) as shown in the records of the General Land Office of the United States.
10. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof, including the reservation of a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent issued September 29, 1919 [as Patent No. 709952](#) as shown in the records of the General Land Office of the United States.

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AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

11. Reservation of Mineral interests and right of ingress and egress in Warranty Deed recorded February 25, 1948 [in Book 447 at Page 368](#). The Company makes no representation as to the present ownership of any such interests.
12. Mineral Deed recorded February 25, 1948 [in Book 447 at Page 445](#). The Company makes no representation as to the present ownership of any such interests.
13. Reservations in in Warranty Deed recorded May 26, 1948 [in Book 452 at Page 370](#).
14. Right of Way for Pawnee Pipe Line Company recorded March 5, 1954 [in Book 526 at Page 337](#).
15. Reservation of all existing oil, gas and minerals, together with a right of ingress and egress in Warranty Deed recorded May 7, 1993 [in Book 954 at Page 474 as Reception No. 735933](#). The Company makes no representation as to the present ownership of any such interests.
16. Easement to Public Service Company of Colorado (natural gas meter station/regulator) recorded June 7, 1999 [in Book 1054 at Page 11 as Reception No. 778472](#).
17. Public Service Company of Colorado Easement (pipeline) recorded June 7, 1999 [in Book 1054 at Page 47 as Reception No. 778483](#).
18. Order for Conditional Inclusion in Northern Colorado Water Conservancy District recorded April 3, 2006 [as Reception No. 834483](#).
19. All matters shown on the Land Survey Plat deposited June 12, 2006 [as Reception No. 1601231](#) in Morgan County, Colorado
20. Terms, conditions and provisions of Right of Way and Easement Agreement recorded February 21, 2020 [as Reception No. 923630](#).
21. Terms, conditions and provisions of Right of Way and Easement Agreement recorded February 21, 2020 [as Reception No. 923631](#).
22. Terms, conditions and provisions of Right of Way and Easement Agreement recorded February 21, 2020 [as Reception No. 923632](#).
23. Easement Agreement recorded February 21, 2020 [as Reception No. 923633](#).
24. Terms, conditions and provisions of Right of Way Easement Agreement recorded May 19, 2021 [as Reception No. 932945](#).
25. Oil and Gas Lease recorded February 27, 1954 [in Book 526 at Page 199](#) and any assignments thereof or interests therein.
26. Memorandum of Lease between Kraft Family Dairies, LLC dba Quail Ridge Dairy, LLC and CEA Dairy RNG Colorado, LLC recorded September 3, 2021 [as Reception No. 935260](#).
27. Right of Way for streams, ditches and canals crossing subject property.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

28. A Deed of Trust executed by Richard C. Kraft and Mary L. Kraft, to the Public Trustee, to secure an indebtedness of \$500,000.00 in favor of New Frontier Bank recorded March 21, 2006 [as Reception No. 834154](#). NOTE: Said Deed of Trust is a revolving line of credit.
29. A Deed of Trust executed by Kraft Family Dairies, LLC a Colorado limited liability company, to the Public Trustee, to secure an indebtedness of \$25,000,000.00 in favor of American AgCredit, FLCA recorded May 18, 2020 [as Reception No. 925071](#).

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Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

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

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

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

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

| Reasons we can share your personal information. | Do we share | Can you limit this sharing? |
|--|-------------|---|
| For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes | No |
| For our marketing purposes — to offer our products and services to you. | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness. | No | We don't share |
| For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required. | Yes | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591. |
| For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies. | No | We don't share |

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

SHARING PRACTICES

| | |
|--|---|
| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do the Stewart Title Companies protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- 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), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of 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 information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, 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 Information

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

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

Stewart will not collect additional categories of personal 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 in the course of your transaction (for example, a realtor 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 a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

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

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

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

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

Consumer Rights and Choices

The CCPA provides consumers (California residents) 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.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- 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.

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 rights. Unless permitted by the CCPA, 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.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, 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, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

QUIT CLAIM DEED

THIS DEED is a conveyance from the entity named below as GRANTOR to the entity named below as GRANTEE of whatever interest the GRANTOR may have in the real property described below.

The GRANTOR hereby sells and quit claims to the GRANTEE the real property described below with all its appurtenances.

The specific terms of this deed are:

Grantor: Quail Ridge Dairy, LLC
15960 Road 21
Fort Morgan, CO 80701

Grantee: Kraft Family Dairies, LLC, dba
Quail Ridge Dairy, LLC
15960 Road 21
Fort Morgan, CO 80701

Form of Co-Ownership: N/A

Property Description: See attached Exhibit "A"

Property Address:

Reservations-Restrictions: Those of record

Executed by the Grantor on 10/1, 2015.

QUAIL RIDGE DAIRY, LLC

By: Mary L. Kraft

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 2 day of November, 2015, by Mary L. Kraft as Manager of Quail Ridge Dairy, LLC.

WITNESS my hand and official seal

My Commission Expires: 8-23-16

Debra Gibbs
Notary Public

DEBRA GIBBS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 18984000587
MY COMMISSION EXPIRES 8-23-2016

EXHIBIT "A"

The N1/2SW1/4 and the N1/2S1/2SW1/4 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described as commencing at the West Quarter Corner of said Section 27 as evidenced by No. 5 rebar found; thence N88°59'36"E along the North line of said SW1/4, 2541.35 feet to a 2 1/2" Aluminum Monument marking the center Quarter Corner of said Section 27; thence S00°56'17"E along the East line of said SW1/4, 1979.05 feet; thence S88°56'06"W 2574.84 feet to a point on the West line of said SW1/4; thence N00°01'48"E along said West line 1982.00 feet to the point of beginning, EXCEPTING from the above a six acre parcel situated in the SW1/4 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Beginning at the center Quarter Corner of said Section 27, thence S01°39'53"W a distance of 102.87 feet; thence N89°41'15"W a distance of 2539.09 feet; thence N00°18'45"E a distance of 102.84 feet; thence S89°41'15"E a distance of 2541.52 feet to the point of beginning.

and

The S1/2S1/2SW1/4, SE1/4 and E1/2NE1/4 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, EXCEPT a tract of land lying in the E1/2 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Beginning at the north quarter corner of said Section 27; thence N89°58'24"E a distance of 1334.08 feet; thence S01°39'53"W a distance of 2773.09 feet; thence S89°43'53"W a distance of 1334.30 feet; thence N01°39'48"E a distance of 2779.97 feet to the point of beginning, AND a tract of land lying in the NE1/4 of Section 27, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Beginning at the northeast section corner of said Section 27; thence S01°20'51"W a distance of 133.47 feet; thence N89°53'42"W a distance of 1387.59 feet; thence N01°39'53"E a distance of 131.58 feet; thence S89°58'24"E a distance of 1386.20 feet to the point of beginning.

and commonly known as VACANT.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That Quail Ridge Dairy, LLC, of the County of Morgan, State of Colorado, (Seller), for and in consideration of other valid consideration and Ten Dollars, to it in hand paid, at or before the ensealing or delivery of these presents by Kraft Family Dairies, LLC, dba Quail Ridge Dairy, LLC of the County of Morgan, in the State of Colorado, (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, his personal representatives, successors and assigns, the following property, goods and chattels, to wit:

All livestock, all equipment, all machinery, all vehicles, all inventory, all accounts receivable, all intangibles, all supplies, all feed, all crops, all accounts, all contract rights and all other tangible or intangible assets effective October 1, 2105

TO HAVE AND TO HOLD the same unto the said Buyer, its personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, its personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

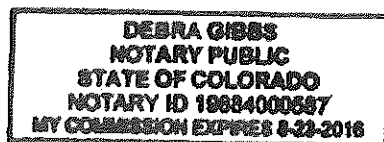
IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this 1st day of October, 2015.

QUAIL RIDGE DAIRY, LLC

By: [Signature]
Manager

STATE OF COLORADO)
) ss
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 2 day of Nov, 2015 by Mary L. Kraft as Manager of Quail Ridge Dairy, LLC.



Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 8-23-16

PROOF OF UTILITIES & ACCESS

Water

Sewer

Ditch Company

CDOT or Road & Bridge

Any other utilities or access
documentation

Morgan County Quality Water
P.O. Box 1218
Fort Morgan, Co 80701

970-867-3054

KRAFT FAMILY DAIRIES LLC
15960 ROAD 21
FORT MORGAN, CO 80701

Account Number: 004974
Premises 004974

Due Date: 5/10/2022

| Account #/Service Address: | Service: | Read Date: | Current Rdg: | Prev. Rdg: | Usage: | Amount: |
|----------------------------|-----------|------------|--------------|------------|---------|-------------|
| 004974 | Past Due: | | | | | \$0.00 |
| 6600 ft S of Rd P on Rd 2 | Water | 04/25/2022 | 2647 | 344 | 2303000 | \$44,603.56 |
| | Water | 04/25/2022 | 41251 | 39088 | 2163000 | |
| | Water | 04/25/2022 | 86274 | 84017 | 2257000 | |
| | Water | 04/25/2022 | 96883 | 94697 | 2186000 | |

Amt Due This Account: \$44,603.56

Total Balance Due: \$44,603.56
After 5/10/2022 Please Pay \$44,603.56

New billing system coming in May check our web-site

\$909,000

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

765

WELL PERMIT NUMBER

239293

A

DIV. 1

WD 1

DES. BASIN

MD

APPLICANT

PETER V & KAREN V ANDERSON
20738 CR N
FT MORGAN, CO 80701-

(970) 867-2729

APPROVED WELL LOCATION

MORGAN COUNTY

SW 1/4 SW 1/4 Section 27

Township 3 N Range 57 W Sixth P.M.

DISTANCES FROM SECTION LINES

210 Ft. from South Section Line

234 Ft. from West Section Line

UTM COORDINATES

Northing:

Easting:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(c) for the relocation of an existing well, permit no. 239293. The old well must be plugged in accordance with Rule 16 of the Water Well Construction Rules within ninety (90) days of completion of the new well. The enclosed Well Abandonment Report form must be completed and submitted to affirm that the old well was plugged.
- 4) The use of ground water from this well is limited to the watering of livestock on a farm or ranch.
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) This well shall be constructed not more than 200 feet from the location specified on this permit. DB 3/6/02

APPROVED
SKB

State Engineer

DATE ISSUED

MAR 08 2002

By

EXPIRATION DATE

MAR 08 2004

Receipt No. 0488073B



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 86063-F
RECEIPT NUMBER 10014925

ORIGINAL PERMIT APPLICANT(S)

KRAFT FAMILY DAIRIES

APPROVED WELL LOCATION

Water Division: 1 Water District: 1
Designated Basin: N/A
Management District: N/A
County: MORGAN
Parcel Name: N/A
Physical Address: 13500 CR 21 FORT MORGAN, CO 80701
NW 1/4 SW 1/4 Section 27 Township 3.0 N Range 57.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 606115.0 Northing: 4449945.9

PERMIT TO USE AN EXISTING WELL

**ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) on the condition that this well is operated in accordance with the Kraft Family Dairies, LLC Augmentation Plan approved by the Division 1 Water Court in case no. 2019CW3101. If this well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water.
- 4) Approved for the change of use of an existing well constructed under monitoring well permit no. 317089. The issuance of this permit hereby cancels permit no. 317089.
- 5) The use of groundwater from this well is limited to agricultural use on the Kraft Family Dairies property associated with dairy operations, such as cattle drinking water, dust suppression, cooling and cleaning of equipment, and domestic, commercial, irrigation, stock watering, and fire protection.
- 6) The pumping rate of this well shall not exceed 300 GPM.
- 7) The annual amount of groundwater to be withdrawn by this well shall not exceed 483.9 acre-feet, or the amount covered under the decreed augmentation plan, whichever is less.
- 8) The owner shall mark the well in a conspicuous location with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 9) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least monthly) and submitted to the Division Engineer upon request.
- 10) This well shall be constructed more than 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.
- 11) This well shall be constructed not more than 200 feet from the location specified on this permit and not more than 200 feet from the location decreed for Quail Ridge Well No. 2 in case no. 2019CW3101 (decreed location is 1,640 feet from the south section line and 325 feet from the west section line).
- 12) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

NOTE: This permit will expire on the expiration date unless a pump is installed by that date. A Pump Installation and Production Equipment Test Report (GWS-32) must be submitted to the Division of Water Resources to verify the pump has been installed. A one-time extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: dwr.colorado.gov

WELL PERMIT NUMBER 86063-F

RECEIPT NUMBER 10014925



Issued By SARAH BRUCKER

Date Issued: 9/20/2021

Expiration Date: 9/20/2022

62 ON0002384

NORTHEAST COLORADO HEALTH DEPARTMENT

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

119 S. Main
Yuma, CO 80759
Phone: 970/848-3811

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

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

Owner Quail Ridge Dairy LLC
Current Address 13500 Rd 21
City Ft Morgan State CO County MORGAN Zip 80701
Phone (970) 867-4633
Address of Proposed System 13500 Rd 21
City Ft Morgan State CO County MORGAN Zip 80701
Subdivision: Lot N/A Block _____ Filing _____
Legal Description of Property: Points SE 1/4 + NE 1/4 Section 27 Township 3N Range 57W
Size of Property in acres 381
Type of Building: Residence: _____ Number of bedrooms _____
Other: Office 10 Number of workers 1 shower
New building: Yes No _____ Replacement of existing septic tank or leach field: Yes No
Basement Plumbing: Yes No
Type of Water Supply: Public System Private Well _____

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

Owner's Signature or Agent with
Written Permission to Sign for Owner [Signature] Date 10/01/06

FOR OFFICE ONLY

Application Number MD6-075
New System ✓
Repair System _____

Fee 550.00
Received by B
Date 9-25-06

Permit No. 1M06-075

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

Owner Duril Ridge Dairy LLC Date 9-27-06
Address of Property 13500 MCR 21 Phone 970-867-4623
(valid at this address)

From information submitted on the application and data from the site evaluation form, the following **minimum installation specifications** are required.

Septic Tank 1000 gallons Type of Absorption 4 Infiltrators # of infiltrators 18 # of trenches 1

In addition, this permit is subject to the following terms and condition, (1) maximum depth to the bottom of the excavated trench is 36 inches for leach system: System may be put in @ 48"

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

M. B. Burt Date 9-27-06
Northeast Colorado Health Department Representative

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

System Specifications as installed

Septic Tank 1500 gallons Type of Absorption 4 Infiltrators # of infiltrators 20 # of trenches 2

Final Inspection Approval M. B. Burt Date 10-5-06
NCHD Representative

Certification of Installation by _____ License # _____ Date _____
Engineer

GPS Locations:

| Center of Septic Tank | Center of Leach Field | Well |
|-----------------------|-----------------------|------|
| <u>40° 11.608N</u> | <u>40° 11.600N</u> | |
| <u>103° 45.065W</u> | <u>103° 45.065W</u> | |

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

Permit Number MO6-075 Owner Quail Ridge Dairy
Performed By B Title EH Date 9-27-06

AVG 675

" " "

Quail Ridge Dairy

$$\text{Number of Employees} \times \text{Gal/Per/Day} = y$$

$$y \times 1.5\% = \text{Gal/Per/Day}$$

$$\text{Gal/Per/Day} \times \text{Perc Sq} = z$$

$$z \div 5 = q \times 60\% = s$$

$$s \div 9.2 \text{ or } 15.5 = \text{Number of Infiltrators needed}$$

$$10 \text{ employees} \times 29.7 \text{ GPD} = 297$$

$$297 \times 1.5\% = 445.5 \text{ GPD}$$

$$445.5 \text{ GPD} \times \text{Perc Sq (10 min perc Sq} = 3.162) = 1408.67$$

$$1408.67 \div 5 = 281.73 \times 60\% = 169.03$$

$$169.03 \div 9.2 = 18 - 4' \text{ Infiltrators or } 11 - 6' \text{ Infiltrators}$$

The minimum system:

1000 Gal Tank

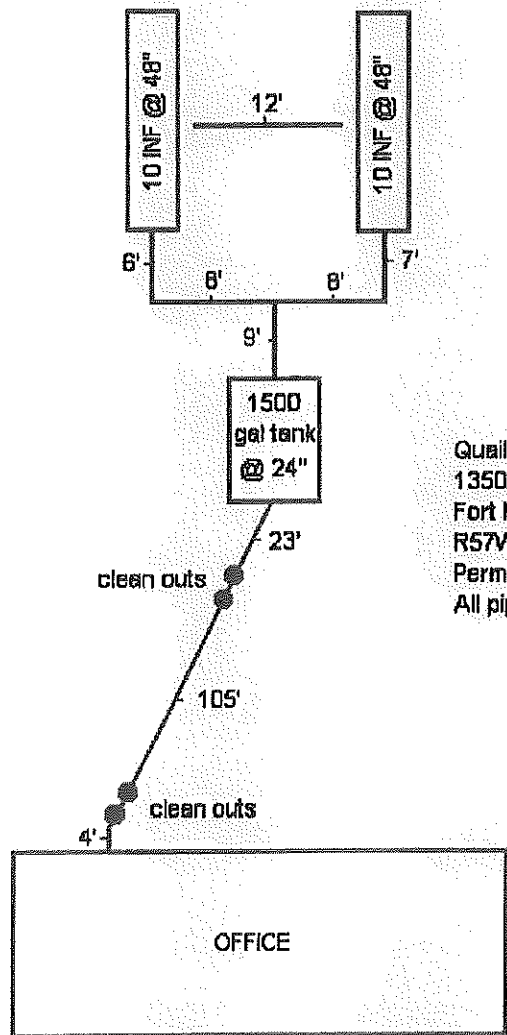
5 - 6' Infiltrators

&

9 - 4' Infiltrators

+ 1 shower

N
4
1



Quail Ridge Dairy LLC
13500 MCR 21
Fort Morgan CO, 80701
R57W-T3N-S27
Permit # M06-075
All pipes are SDR 40

OFFICE HOURS: Monday - Friday 8:00 AM - 4:30 PM
 PHONE: 970-867-5688 or 800-867-5688
 EMAIL: customerservice@mcra.org
 WEBSITE: www.mcra.org

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



TOTAL
AMOUNT DUE

\$8,812.93

Due Date
07/15/2022

See next page for bill details.

Account Information

Account #: 2514902
 Customer Name: KRAFT FAMILY DAIRIES LLC
 Payment Date: 07/01/2022
 Current Bill Due Date: 07/15/2022
 Billing Address: 15960 COUNTY ROAD 21
 FORT MORGAN CO 80701-7618

Balance Summary

| | |
|--------------------------------|-------------|
| Previous Balance | \$8,845.08 |
| Payment(s) | -\$8,845.08 |
| Balance Before Current Charges | \$0.00 |
| Total Current Charges | \$8,812.93 |
| Total Amount Due | \$8,812.93 |

IMPORTANT CUSTOMER INFORMATION

Morgan County REA is happy to have SmartHub, our online portal and mobile app, available to all our members. See the back of this bill to learn more about how SmartHub can make managing your account easier!

07/28/22

Group 1665



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

MORGAN COUNTY REA

OFFICE HOURS: Monday - Friday 8:00 AM - 4:30 PM
PHONE: 970-867-5688 or 800-867-5688
EMAIL: customerservice@mcrea.org
WEBSITE: www.mcrea.org

TOTAL
AMOUNT DUE

\$5,739.11

Due Date
07/15/2022

See next page for bill details.

| Account Information | | Balance Summary | |
|---------------------|---|--------------------------------|-------------|
| Account #: | 2514905 | Previous Balance | \$6,219.57 |
| Member Name: | KRAFT FAMILY DAIRIES LLC | Payment(s) | -\$6,219.57 |
| Payment Date: | 07/01/2022 | Balance Before Current Charges | \$0.00 |
| Next Bill Due Date: | 07/15/2022 | Total Current Charges | \$5,739.11 |
| Billing Address: | 15960 COUNTY ROAD 21 FORT MORGAN CO 80701-7618 | Total Amount Due | \$5,739.11 |

IMPORTANT CUSTOMER INFORMATION

Morgan County REA is happy to have SmartHub, our online portal and mobile app, available to all our members. See the back of this bill to learn more about how SmartHub can make managing your account easier!

at Morgan

INFORMATION REGARDING
ENVIRONMENTAL IMPACTS

Management Plan for Nuisance Control
Preliminary Environmental System
Design

Management Plan

For

Nuisance Control

For

Quail Ridge Dairy

South ½ and Part of the Northeast ¼ of Section 27, T3N, R57W, Morgan County, Colorado

*Developed in accordance with
Generally Accepted Agricultural Best Management Practices*

Prepared By



AGPROfessionals
3050 67th Avenue, Suite 200
Greeley, CO 80634

July 2022

ENGINEERING, PLANNING, CONSULTING & REAL ESTATE
HQ & Mailing: 3050 67th Avenue, Suite 200, Greeley, CO 80634 | 970.535.9318 office | 970.535.9854 fax
Idaho: 195 River Vista Place, #306, Twin Falls, ID 83301 | 208.595.5301
www.agpros.com

Introduction

This supplemental *Management Plan for Nuisance Control* has been developed and implemented to identify methods Quail Ridge Dairy, will use to minimize the inherent conditions that exist in confinement feeding operations. This supplement outlines management practices generally acceptable and proven effective at minimizing nuisance conditions. Neither nuisance management nor this supplemental plan is required by Colorado State statute or specifically outlined in the Colorado Confined Animal Feeding Operations Control Regulations. This is a proactive measure to assist integration into local communities. Quail Ridge Dairy will use these management and control practices, to their best and practical extent.

Legal Owner, Contacts and Authorized Persons

Correspondence and Contacts should be made to:

Chris and Mary Kraft
16500 Morgan County Road 21
Fort Morgan, CO 80701

The individual(s) at this facility who is (are) responsible for developing the implementation, maintenance, and revision of this supplemental plan are listed below.

Chris and Mary Kraft
(Name)

Owner/Operators
(Title)

Legal Description

The confined animal feeding facility described in this Nuisance Management Plan is located in:

The South ½ and part of the Northeast ¼ of section 27, Township 3 North, Range 57 West.

Air Quality

Air quality at and around confined animal feeding operations are affected primarily from the relationship of soil/manure and available moisture. The two primary air quality concerns at dairies are dust and odor. However, the management practices for dust or odor control are not inherently compatible. Wet pens and manure produce odor. Dry pens are dusty. The two paragraphs below outline the best management practices for the control of dust and odors that Quail Ridge Dairy will use. The manager shall closely observe pen conditions and attempt to achieve a balance between proper dust and odor control.

Dust

Dust from pen surfaces is usually controlled by intensive management of the pen surface by routine cleaning and harrowing of the pen surface. The purpose of intensive surface management is twofold; to keep cattle clean and to reduce pest habitat. The best management systems for dust control involve moisture management. Management methods Quail Ridge Dairy shall use to control dust are:

1. *Pen density*

Moisture can be managed by varying stocking rates and pen densities. The animals' wet manure and urine keep the surface moist and control dust emissions.

2. *Regular manure removal*

Quail Ridge Dairy will continue to conduct regular manure removal. Typically, pens are cleaned, conditioned, and maintained as needed manure is removed at least annually.

3. *Pen Sprinkling*

Should nuisance dust conditions arise, pen sprinkling may be used for moisture control on pens and internal roadways to minimize nuisance dust conditions.

Odor

Odors result from the natural decomposition processes that start as soon as the manure is excreted and continue as long as any usable material remains as food for microorganisms. Odor strength depends on the kind of manure, and the conditions under which it decomposes. Although occasionally unpleasant, the odors are not dangerous to health in the quantities customarily noticed around animal feeding operations and fields where manure is spread for fertilizer. Key practices Quail Ridge Dairy may use to control odor are:

1. *Establish good pen drainage*

Dry manure is less odorous than moist manure. Maintaining good pen drainage can be achieved by regular cleaning in pens and under fences. The dairy will conduct routine pen cleaning to reduce standing water and remove wet manure.

2. *Regular manure removal*

Reduce the overall quantity of odor producing sources. The dairy will conduct routine pen cleaning and conditioning as needed.

3. *Reduce standing water*

Standing water can increase microbial digestion and odor producing by-products. Proper pen maintenance and surface grading will be conducted by the dairy to reduce standing water.

The wastewater ponds will be dewatered regularly in accordance with the *Nutrient Management Plan* for Quail Ridge Dairy. No chemical additives or treatments of the stormwater ponds for odor control are planned. Research to date indicates these products have little, if any, effectiveness.

4. *Composting*

Proper composting turns manure into a nearly odorless, pathogen-free product that is valuable for soil conditioning. Quail Ridge Dairy may practice manure composting if land area is available for this purpose.

5. *Land application timing*

Typically air rises in the morning and sinks in the evening. Quail Ridge Dairy will consider weather conditions and prevailing wind direction to minimize odors from land application. Typically, land applications will be timed for early mornings.

Pest Control

Insects and Rodents

Insects and rodents inhabit areas that 1) have an adequate to good food supply and 2) foster habitat prime for breeding and living. Key practices Quail Ridge Dairy may use to manage insects and rodents are to first eliminate possible habitat, and then reduce the available food supply.

The dairy will work to control flies by applying one or more of the following practices as needed:

1. *Regular manure removal*

Manure management removes both food sources and habitat

2. *Reduce standing water*

Standing water is a primary breeding ground for insects

3. *Minimize fly habitat*

Standing water, weeds and grass, manure stockpiles, etc., are all prime habitat for reproduction and protection. Reduce or eliminate these areas where practical.

4. *Manage weeds and grass*

Keep weeds and grassy areas to a minimum. These provide both protection and breeding areas.

5. *Minimize stockpiles or storage of manure*

Stockpiles of manure provide both breeding and protective habitat. Keep stockpile use to a minimum.

6. *Biological treatments*

Parasitic wasps are excellent biological fly control and are widely used. The wasps lay their eggs in fly larvae hindering fly reproduction.

7. *Baits and chemical treatments*

Due to environmental and worker's safety concerns, chemical treatments are a last line of defense for insect control. However, they are very effective. Baits and treatments must be applied routinely.

Mortalities

Mortality is an unfortunate and unavoidable part of animal husbandry. Dead animals can produce offensive odors, attract scavengers, and create deleterious conditions. Property and timely disposal of dead animals prevents nuisance conditions from occurring. Key practices Quail Ridge Dairy may use to handle and dispose of dead animals are:

1. *Expedient removal from pens*

Dead animals will be removed from pens daily and relocated to an area(s) away from the pens.

2. *Commercial Rendering Company removal*

Dead animals will be removed by a commercial rendering company when possible and economically feasible.

3. *Burial Guidelines*

- a) Burials must be done at the site and on property owned by the dairy at which the animal mortalities occur.
- b) Burials must be done at least two feet underground with at least two feet of soil cover. This must be done within 24 hours of the discovery of a mortality. If severe weather conditions interfere, burials should occur as soon as reasonably possible.
- c) There shall be at least four feet of suitable soil separation, (not gravel), from the bottom of the burial pit to the maximum seasonal groundwater table.

- d) Burial sites shall be located at least 150 feet away from any well.

These practices represent the latest and most modern management and scientific information to date for control of nuisance conditions for the livestock feeding industry.

Kraft Family Dairies LLC

Morgan County, CO

Preliminary Environmental System Design

Prepared by:



**3050 67th Avenue, Suite 200
Greeley, CO 80634
970-535-9318**

July 21, 2022

Summary

This analysis covers the preliminary design recommendations for a waste management system for the amendment to Kraft Family Dairies LLC existing SUP for Quail Ridge Dairy in Morgan County, Colorado. The facility is a Confined Animal Feeding Operation (CAFO) sized facility. Therefore, the facility is subject to the Colorado Department of Public Health and Environment (CDPHE) Regulations 61 and 81. This preliminary report is intended to show that the amendment should still be able to meet the requirements set forth in the regulations.

Project Description

The site is located in central Morgan County approximately four miles south of the Town of Fort Morgan, CO. The legal description of the site includes the South half and the Northeast quarter of Section 27, Township 3 North, Range 57 West. The facility currently has a capacity of 9,875 head of cattle. The expansion will result in the facility housing 15,000 head of cattle respectively. The existing site is located on approximately 350 acres. No expansion of the existing containment area is proposed.

Design Objectives

The amendment to the existing waste management plan for the Kraft Family Dairies LLC's facility will consist of constructing new waste diversions along the east side of the new proposed pens and berms if necessary to adequately convey wastewater into the existing ponds. Water will be applied to the cropped fields at agronomic rates as a fertilizer according to a nutrient management plan that will meet state requirements. The cattle pens will be graded to drain to the existing Ponds.

Hydrology and Hydraulics

This waste management system is designed to contain the 25-year 24-hour storm event as determined from the TAPS weather data. The required capacity was determined using the spreadsheet 313Pond.XLS "RECTANGULAR WASTE STORAGE POND DESIGN COMPUTATIONS" developed by NRCS State Conservation Engineer for Colorado, John Andrews. The spreadsheet uses a monthly balance approach accounting for precipitation inputs as well as evaporation and pumped draw-downs during the summer irrigation season for the outputs. The dimensioning aspect of this spreadsheet were overwritten with As-built survey data to reflect the actual designed values. The volume cells were also manually entered to reflect actual volumes.

The contaminated water from the cow pens will be contained in the existing storage ponds. The cattle pens will be designed to flow to the existing Ponds. All precipitation that does not fall directly on these areas will be diverted away from the containment area.

The design storm is the 25-year, 24-hour event and corresponds to 3.4 inches of rainfall for Fort Morgan, CO. With a NRCS curve number of 90, the runoff yield is 2.35 in. The total design storm volume from the facility is 25.9 acre-feet. The precipitation on the top of the pond is accounted for and was added into the above total storage requirements along with the volume to account for runoff from the daily precipitation events. The system is designed to transfer the runoff to existing land application sites.

Storage Pond

The three existing storage ponds are lined with either a compacted clay liner or a synthetic liner to meet CDPHE regulations. The ponds collectively have 94 acre-feet of capacity. A means to minimize erosion at the inlet will be installed on the bank of the pond wherever a delivery pipe is located. No additional excavation is proposed.

Dewatering

The existing waste storage ponds are dewatered to the seven land application sites controlled by the owner.

Land Application

State and local regulations require that an animal feeding operation land apply wastewater generated at the facility at agronomic rates (the rate which provides enough nutrients to meet crop demand without applying excessive amounts of nutrients).

Kraft Family Dairies LLC has seven land application sites for wastewater application. This totals 800 acres of irrigated land.

The dairy will need to land apply approximately 87 acre-feet of wastewater yearly. This number was determined by considering average monthly precipitation values from local weather data, average monthly lake-evaporation data from local weather data, the feedyard production area, runoff percentage from NRCS National Engineering Handbook, and trial-and-error pumping amounts to maintain capacity in excess of a 25-year, 24-hour storm event.

The table below shows the land necessary to utilize the nutrients from an average year's pumping.

| Land Application Requirements for Average Years' Stormwater & Process Water - Sprinkler Applied | | | | |
|---|------------|---|--------------------|------------------------|
| Maximum pumping requirement (87.0 A.F.), gallons | 28,347,106 | | | |
| Total Nitrogen contained in liquid, lbs. | 113,388 | **Total-N = | 4.0 lbs./1,000 gal | |
| Ammonium-Nitrogen contained in liquid, lbs. | 56,694 | **NH ₃ -N = | 2.0 lbs./1,000 gal | |
| Organic-Nitrogen contained in liquid, lbs. | 56,694 | Organic-N = | 2.0 lbs./1,000 gal | |
| Ammonium-Nitrogen available after irrigation, lbs. | 31,182 | 45.0% Sprinkler-irrigation loss** | | |
| Organic-Nitrogen available 3rd year, lbs. | 26,646 | 47% Equilibrium mineralization rate for organic-N** | | |
| Nitrogen available to plants (PAN) yr. after yr., lbs. | 57,828 | | | |
| Soil Organic Matter, % | 1.0 | | | |
| Irrigation Water NO ₃ content, ppm | 5.0 | | | |
| Residual soil NO ₃ (2 ft), ppm | 14.0 | | | |
| | | Alfalfa | Corn Silage | |
| Expected Yield (grain, Bu/acre; silage, tons/acre) | | 8 | 26 | Based on CSU Extension |
| N req. w/ listed O.M., soil N, & Irr. Water NO ₃ (lb./acre) | | 220 | 132 | Bulletin #538 & #0.565 |
| Acres req. if effluent applied via sprinkler irrigation | | 263 | 439 | |
| *MWPS-18 Section 1 | | | | |
| **Taken from CSU's Bulletin No. 568A <i>Best Management Practices for Manure Utilization</i> | | | | |

The above table utilizes a three-year average value from the feedyard. The facility needs 263 acres of alfalfa, or 439 acres of corn silage, to utilize nutrients in the wastewater produced each year.

Below is a table showing the land necessary to utilize nutrients from the runoff generated during a 25-year, 24-hour storm event. In order to dewater the 25.9 acre-feet of wastewater generated in a 25-year, 24-hour storm event, and land apply at agronomic rates, an additional 87 acres of alfalfa or 170 acres of corn silage are required.

| Land Application Requirements for 25-year, 24-hour Storm Event | | | | |
|--|-----------|---|--------------------|------------------------|
| 25-year, 24-hour storm volume(25.9 A.F.), gallons | 8,438,966 | | | |
| Total Nitrogen contained in liquid, lbs. | 33,756 | **Total-N = | 4.0 lbs./1,000 gal | |
| Ammonium-Nitrogen contained in liquid, lbs. | 16,878 | **NH ₃ -N = | 2.0 lbs./1,000 gal | |
| Organic-Nitrogen contained in liquid, lbs. | 16,878 | Organic-N = | 2.0 lbs./1,000 gal | |
| Ammonium-Nitrogen available after irrigation, lbs. | 9,283 | 45.0% Sprinkler-irrigation loss** | | |
| Organic-Nitrogen available 3rd year, lbs. | 7,933 | 47% Equilibrium mineralization rate for organic-N** | | |
| Nitrogen available to plants (PAN) yr. after yr., lbs. | 17,215 | | | |
| Soil Organic Matter, % | 1.0 | | | |
| Irrigation Water NO ₃ content, ppm | 5.0 | | | |
| Residual soil NO ₃ (2 ft), ppm | 20.0 | | | |
| | | Alfalfa | Corn Silage | |
| Expected Yield (grain, Bu/acre; silage, tons/acre) | | 6 | 25 | Based on CSU Extension |
| N req. w/ listed O.M., soil N, & Irr. Water NO ₃ (lb./acre) | | 198 | 101 | Bulletin #538 & #0.565 |
| Acres req. if effluent applied via sprinkler irrigation | | 87 | 170 | |
| *MWPS-18 Section 1 | | | | |
| **Taken from CSU's Bulletin No. 568A <i>Best Management Practices for Manure Utilization</i> | | | | |

Land application calculations use organic nitrogen mineralization and residual accumulation values typical when wastewater occurs on the same fields every year. The previous tables indicate that the proposed feedyard has enough available land to utilize nutrients produced in the wastewater that they will generate.

As indicated in the table below, the facility will house an average of 12,450 head and will generate 62,165 tons of manure annually (as hauled). Solid manure will be given away to area farmers for beneficial use by their crops.

Table 4: Solid Manure Produced and Associated Nutrients

| ASAE D384.1 - Dec 2001 | | | | Moisture | Manure | Manure | TS | VS | Nitrogen | Phosphorus | Potassium |
|---|---------------|--------------|-------------------|----------|----------------------|---------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Animal Type | Number of Hd | Wt./hd, lbs. | Total Wt., lbs. | (%) | (lbs. / day / 1000#) | (ft ³ / day / 1000#) | (lbs. / day / 1000#) | (lbs. / day / 1000#) | (lbs. / day / 1000#) | (lbs. / day / 1000#) | (lbs. / day / 1000#) |
| Milk Cows | 6,750 | 1,400 | 9,450,000 | 86.0 | 86.0 | 1.40 | 12.0 | 10.0 | 0.45 | 0.094 | 0.29 |
| Dry Cows | 1,050 | 1,400 | 1,470,000 | 86.0 | 86.0 | 1.40 | 12.0 | 10.0 | 0.45 | 0.094 | 0.29 |
| Springers | | 1,000 | - | 86.0 | 86.0 | 1.40 | 12.0 | 10.0 | 0.45 | 0.094 | 0.29 |
| Heifers | 4,650 | 800 | 3,720,000 | 86.0 | 86.0 | 1.40 | 12.0 | 10.0 | 0.45 | 0.094 | 0.29 |
| Calves | 2,550 | 250 | 637,500 | 86.0 | 86.0 | 1.40 | 12.0 | 10.0 | 0.45 | 0.094 | 0.29 |
| Totals | 12,450 | | 14,640,000 | | | | | | | | |
| Total Daily Production | | | | | 1,313,865 | 21,389 | 163,330 | 152,775 | 6,875 | 1,436 | 4,430 |
| Total Annual Production | | | | | 479,560,725 | 7,806,803 | 66,915,450 | 55,762,875 | 2,509,329 | 524,171 | 1,617,123 |
| Manure produced w/ moisture content of | | | | 88.0% | 239,780 tons | | | | | | |
| Manure as hauled w/ moisture content of | | | | 46.0% | 62,165 tons | | | | | | |

Conclusions

The proposed waste management system design for the expansion of Quail Ridge Dairy has been designed in accordance with current CDPHE regulations, Morgan County requirements and current industry standards. The system has been designed to adequately convey, store and land apply the expected runoff from normal precipitation events as well as the 25-year, 24-hour design storm. The design is preliminary in nature and subject to change as a result of the planning, permitting, and final design process.

Insert 313 here

Project Name: Quail Ridge Dairy, Overall
Location: Morgan County

Computed By: Agpro
Date: 7.6.2022

Checked By: Agpro
Date:

| BASIC DATA | | POND DESIGN VOLUME | | RECTANGULAR STORAGE POND DESIGN DIMENSIONS | |
|---------------------------------|-------------------|------------------------|-----------------|--|-----------------|
| Solids & Slurry Inflow : | 0 cu. ft./day | | | | |
| Other Liquid Waste Inflow : | 67500 gal./day | | | | |
| Contributing Roof Area: | 500,000 sq. ft. | | | | |
| Contributing Composite Area: | 23 Acres, CN = 85 | 82.11 Acres-ft | | | |
| Contributing Earth Lot Area: | 75 Acres, CN = 90 | 25.89 Acres-ft | | | |
| 25yr-24hr Precipitation Depth: | 3.40 inches | | | | |
| 10yr-10day Precipitation Depth: | 3.38 inches | | | | |
| Annual FWS Evaporation: | 48 inches | | | | |
| | | Max Working Storage: | | Freeboard: | 640,960 sq. ft. |
| | | Design Storm Runoff: | | Inside Slope: | 94 Acres-ft |
| | | Design Requirement | 108.00 Acres-ft | Evaporation Area: | 28 Acres-ft |
| | | Available Storage: | 87% of design | Seepage Rate: | 122 Acres-ft |
| | | Storage Safety Factor: | 1.1 | Total Volume: | |
| | | (w/ freeboard) | | | |

| AVERAGE ANNUAL MASS BALANCE FOR ESTIMATING MAXIMUM WORKING STORAGE REQUIREMENTS | | | | | | | | | | | | | | | | | | | |
|---|--|---------------------------|---------|---------------------------|---------|----------------------|---------|-------------------|------------------|-------------------|------------------------|------------------------------|---------|------------------------|----------------------------|-------------------------|----------------------------|---------------------------------------|--|
| Month | MONTHLY POND INFLOW | | | | | | | | | | MONTHLY POND OUTFLOW | | | | | | WORKING STORAGE | | |
| | Monthly Contribution to Working Storage from Precipitation | | | | | Waste Inflow | | | | | Total Inflow (Acre-ft) | Surface Evaporation (inches) | | Seepage Loss (Acre-ft) | Planned Drawdown (Acre-ft) | Total Outflow (Acre-ft) | Monthly In - Out (Acre-ft) | Monthly Accumulated Storage (Acre-ft) | |
| | Precip. (inches) | Earth Lot Runoff (inches) | Acre-ft | Paved Lot Runoff (inches) | Acre-ft | Roof Runoff (inches) | Acre-ft | On Pond (Acre-ft) | Solids (Acre-ft) | Liquids (Acre-ft) | | Evaporation (inches) | Acre-ft | | | | | | |
| Jan. | 0.23 | 0.05 | 0.32 | 0.14 | 0.2609 | 0.09 | 0.0884 | 0.2820 | 0.0000 | 6.4135 | 7.36 | 1.44 | 0.9468 | 0.0000 | 0.95 | 6.42 | 50.00 | | |
| Feb. | 0.17 | 0.07 | 0.44 | 0.16 | 0.3086 | 0.05 | 0.0487 | 0.2085 | 0.0000 | 6.2066 | 7.22 | 1.68 | 1.1046 | 0.0000 | 1.10 | 6.11 | 56.11 | | |
| Mar. | 0.71 | 0.00 | 0.03 | 0.02 | 0.0307 | 0.51 | 0.4984 | 0.8706 | 0.0000 | 6.4135 | 7.84 | 2.64 | 1.7358 | 0.0000 | 26.74 | -18.90 | 37.22 | | |
| Apr. | 1.20 | 0.10 | 0.64 | 0.01 | 0.0177 | 0.99 | 0.9579 | 1.4714 | 0.0000 | 6.2066 | 9.29 | 4.32 | 2.8404 | 0.0000 | 2.84 | 6.45 | 43.67 | | |
| May | 2.63 | 0.83 | 5.16 | 0.41 | 0.7930 | 2.40 | 2.3324 | 3.2249 | 0.0000 | 6.4135 | 17.93 | 5.76 | 3.7672 | 0.0000 | 3.79 | 14.14 | 57.80 | | |
| June | 2.15 | 0.53 | 3.33 | 0.22 | 0.4297 | 1.92 | 1.8650 | 2.6363 | 0.0000 | 6.2066 | 14.47 | 6.96 | 4.5762 | 0.0000 | 4.58 | 9.90 | 67.70 | | |
| July | 1.80 | 0.35 | 2.17 | 0.12 | 0.2235 | 1.58 | 1.5319 | 2.0272 | 0.0000 | 6.4135 | 12.54 | 7.20 | 4.7340 | 0.0000 | 4.73 | 7.81 | 75.51 | | |
| Aug. | 1.49 | 0.21 | 1.29 | 0.05 | 0.0911 | 1.27 | 1.2345 | 1.8270 | 0.0000 | 6.4135 | 10.86 | 6.48 | 4.2606 | 0.0000 | 4.26 | 6.60 | 82.11 | | |
| Sep. | 1.13 | 0.08 | 0.51 | 0.00 | 0.0082 | 0.92 | 0.8915 | 1.3856 | 0.0000 | 6.2066 | 9.00 | 4.80 | 3.1560 | 0.0000 | 32.16 | -23.16 | 58.95 | | |
| Oct. | 0.66 | 0.00 | 0.01 | 0.02 | 0.0434 | 0.47 | 0.4526 | 0.8093 | 0.0000 | 6.4135 | 7.73 | 3.36 | 2.2092 | 0.0000 | 31.21 | -23.48 | 35.47 | | |
| Nov. | 0.38 | 0.02 | 0.11 | 0.08 | 0.1614 | 0.21 | 0.2058 | 0.4660 | 0.0000 | 6.2066 | 7.14 | 1.92 | 1.2624 | 0.0000 | 1.26 | 5.88 | 41.35 | | |
| Dec. | 0.27 | 0.04 | 0.25 | 0.12 | 0.2317 | 0.12 | 0.1178 | 0.3311 | 0.0000 | 6.4135 | 7.34 | 1.44 | 0.9468 | 0.0000 | 0.95 | 6.40 | 47.75 | | |
| Totals: | 12.82 | 2.28 | 14.25 | 1.36 | 2.60 | 10.53 | 10.23 | 15.72 | 0.00 | 75.93 | 118.73 | 48.00 | 31.55 | 0.00 | 83.00 | 114.55 | | | |

| RAINFALL AND RUNOFF ESTIMATION FOR WASTE STORAGE POND DESIGN | | | | | |
|---|----------------|---------------|---------------|---------------|---------------|
| Earth Areas | Paved Areas | Roofed Areas | Pond Surface | | |
| 25yr-24hr Storm Event | | | | | |
| 1 day Curve Numbers: | | | | | |
| 25yr-24hr Rainfall: | 90 | 85 | 100 | 100 | 100 % |
| 25yr-24hr Runoff: | 3.40 inches | 3.40 inches | 3.40 inches | 3.40 inches | 3.40 inches |
| Runoff Volume: | 2.35 inches | 1.93 inches | 3.40 inches | 3.40 inches | 3.40 inches |
| | 14.72 Acres-ft | 3.70 Acres-ft | 3.30 Acres-ft | 4.17 Acres-ft | 4.17 Acres-ft |
| Total 24hr-25yr Event Runoff Volume: | | | | 25.89 | Acres-R |
| Chronic Storm (10 day event) | | | | | |
| 10 day Curve Numbers: | | | | | |
| 10yr-10day Rainfall: | 81 | 72 | 100 | 100 | 100 % |
| 10yr-10day Runoff: | 3.9 inches | 3.9 inches | 3.9 inches | 3.86 inches | 3.86 inches |
| Runoff Volume: | 1.98 inches | 1.38 inches | 3.86 inches | 3.86 inches | 3.86 inches |
| | 12.40 Acres-ft | 2.65 Acres-ft | 3.75 Acres-ft | 4.73 Acres-ft | 4.73 Acres-ft |
| Total 10yr-10day Event Runoff Volume: | | | | 23.53 | Acres-R |
| Average Monthly Runoff Contribution to Working Storage | | | | | |
| 30 day Curve Numbers: | | | | | |
| Monthly Runoff: | 77 | 67 | 98 | 100 | 100 % |
| (see computations in Monthly mass balance table above) | | | | | |
| Average Annual Rainfall: | 12.8 inches | 12.8 inches | 12.8 inches | 12.8 inches | 12.8 inches |
| Average Annual Runoff: | 2.28 inches | 1.36 inches | 10.53 inches | 12.82 inches | 12.82 inches |
| Runoff as % of Rainfall: | 18% | 11% | 82% | 100.0% | 100.0% |

TECHNICAL & Miscellaneous

Right to Farm Policy

Application Fee Receipt

Statement of Taxes



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

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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

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

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

RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

Signature

Date

Richard C Kraft

07-26-2022

Printed Name

15960 County Road 21

Address

Fort Morgan, CO 80701

To Be Signed by Landowner

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

RECEIPT

Morgan County

731 Ensign, Fort Morgan, CO 80701

(970) 542-3526



SU2022-0001 | Amendment to Special Use- Review

Receipt Number: 543501

Payment Amount: \$700.00

August 4, 2022

| Transaction Method | Payer | Cashier | Reference Number |
|--------------------|-------------|-----------------|------------------|
| Check | Chris Kraft | Cheryl Brindisi | 024897 |

Comments

Paid Vesting and SUP with same check

Assessed Fee Items

Fee items being paid by this payment

| Date | Fee Item | Account Code | Assessed | Amount Paid | Balance Due |
|------------------------------|----------------------------|--------------|----------|-------------|-------------|
| 3/08/22 | Special Use - Full Review | | \$500.00 | \$500.00 | \$0.00 |
| 08/08/22 | Vested Rights -Full Review | | \$200.00 | \$200.00 | \$0.00 |
| Totals: | | | \$700.00 | \$700.00 | |
| Previous Payments | | | | | \$0.00 |
| Remaining Balance Due | | | | | \$0.00 |

Permit Info

| Property Address | Property Owner | Property Owner Address | Valuation |
|---|-----------------------|---|-----------|
| 15960 CO RD 21 FORT MORGAN, CO 80701 | BADGER CREEK FARM LLC | 15960 CO RD 21 FORT MORGAN, CO 80701 | |

Description of Work

Expansion of SUP Livestock confinement operation of 15,000 head of cattle. Original SUP was for 9,850 animal unit dairy operation.

Morgan County Treasurer

Statement of Taxes Due

Account Number R010661

Parcel 122927000002

Assessed To

KRAFT FAMILY DAIRIES LLC
15960 CO RD 21
FORT MORGAN, CO 80701

Legal Description

Situs Address

S: 27 T: 3 R: 57 S1/2 EX PARC B1018 P494 & PARC E1/2NE1/4

13500 CO RD 21

| Year | Tax | Interest | Fees | Payments | Balance |
|---|--------------|----------|--------|----------------|---------------|
| Tax Charge | | | | | |
| 2021 | \$161,736.60 | \$0.00 | \$0.00 | (\$161,736.60) | \$0.00 |
| Total Tax Charge | | | | | \$0.00 |
| Grand Total Due as of 07/05/2022 | | | | | \$0.00 |

Tax Billed at 2021 Rates for Tax Area 045 - RE 3

| Authority | Mill Levy | Amount | Values | Actual | Assessed |
|---------------------------|------------|--------------|----------------|-------------|-------------|
| COUNTY GENERAL FUND | 19.4720000 | \$43,952.60 | SPRINKLER | \$24,250 | \$7,030 |
| ROAD AND BRIDGE FUND | 7.5000000 | \$16,929.15 | IRRIGATED LAND | | |
| SOCIAL SERVICES FUND | 2.0000000 | \$4,514.44 | GRAZING LAND | \$6,080 | \$1,760 |
| FT MORGAN RURAL FIRE DIST | 3.0330000 | \$6,846.15 | FARM/RANCH | \$30 | \$10 |
| MORGAN CO QUALITY WATER | 0.8240000 | \$1,859.95 | WASTE LAND | | |
| NORTHERN COLO WATER CD | 1.0000000 | \$2,257.22 | ALL OTHER AG - | | |
| RE 3 F M GENERAL FD | 27.0840000 | \$61,134.55 | LAND | | |
| RE 3 F M M/L OVRD | 1.7730000 | \$4,002.05 | ALL OTHER AG - | \$7,465,180 | \$2,164,900 |
| RE 3 F M BOND RED | 8.9670000 | \$20,240.49 | IMPS | | |
| | | | Total | \$7,783,540 | \$2,257,220 |
| Taxes Billed 2021 | 71.6530000 | \$161,736.60 | | | |

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

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

ROBERT A SAGEL, MORGAN COUNTY TREASURER

231 Ensign St, PO Box 593, Fort Morgan, CO 80701

Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us

Website: morgancounty.colorado.gov

REFERRALS & RESPONSES

Landowner Letter

Landowner Letter Responses

Public Comments or Concerns

Notifications



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

August 26, 2022

Re: Quail Ridge Dairy

Dear Neighboring Landowners:

Tim Naylor and Hannah Dutrow / AGPROfessionals as applicant and Kraft Family Dairies, LLC c/o Chris Kraft as landowner have submitted an application to our office for an Amended Use by Special Review Permit located in a parcel of land in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701. This proposed Amended Use by Special Review Permit is to expand the permitted Quail Ridge Dairy confinement operations from 9875 head of cattle to 15,000 head of cattle. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations. See attached site map.

This application will be heard by the Planning Commission at a public hearing on **Monday, September 12, 2022 at 7:00 P.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado. Landowners within ¼ mile of the subject property are notified of the application and hearing date.

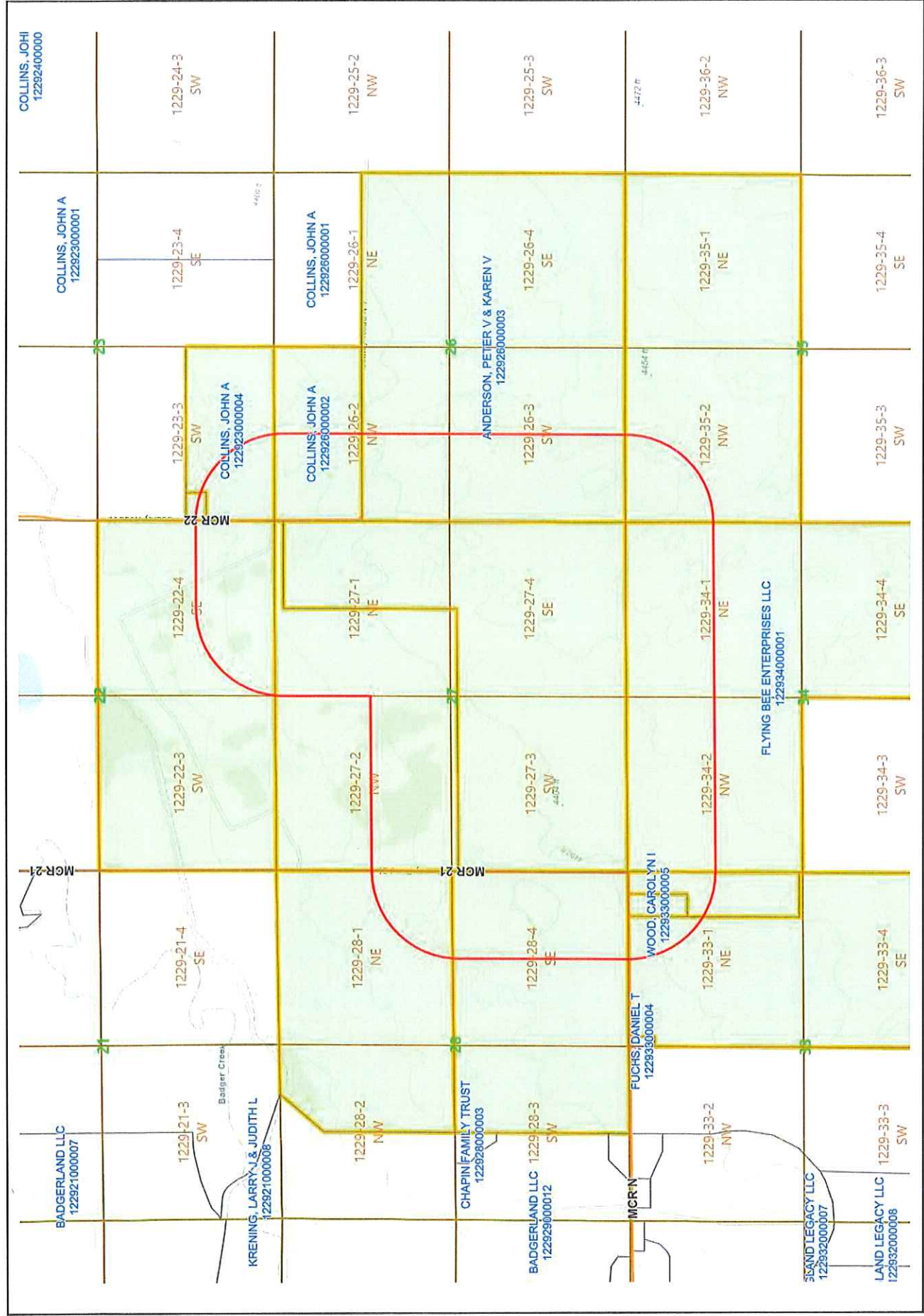
If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970)542-3526 or stop by our office prior to the hearing. You may attend the public hearing and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than noon on August 9th.

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

Kraft Family Dairies/ Quail Ridge SU2022-0001



CAMP, LEWIS C TRUST
13500 CO RD W
WELDONA, CO 80653

KRAFT FAMILY DAIRIES LLC
15960 CO RD 21
FORT MORGAN, CO 80701

ANDERSON, PETER V & KAREN V
20738 CO RD N
FORT MORGAN, CO 80701

COLLINS, JOHN A
P O BOX 512
FORT MORGAN, CO 80701

KENNEDY ET AL INVESTMENT LLC
21949 WELD CO RD 3
BERTHOUD, CO 80513

RANCHES INC
18761 CO RD Q.5
FORT MORGAN, CO 80701

FLYING BEE ENTERPRISES LLC
29382 CO RD R
BRUSH, CO 80723

ZION, WILLIAM E IV & BRENDA A
14364 CO RD 22
FORT MORGAN, CO 80701

WOOD, CAROLYN I
19534 CO RD R.7
FORT MORGAN, CO 80701

MEININGER, DAVID L
20952 CO RD N
FORT MORGAN, CO 80701



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Farm Service Agency-Morgan County
Century Link
CDOT
Division of Wildlife
Kinder Morgan, Inc.
Ft Morgan Rural Fire Dept.
Lower South Platte Water Cons. - mail
Morgan County Assessor
Morgan County Communications Center
Morgan County Quality Water
Morgan County Road & Bridge
Morgan County Rural Electric Assoc.

Morgan County Sheriff Dept.
Morgan Soil Conservation District
Northeast Colorado Health Dept.
Northern Colorado Water Conservancy
Xcel Energy
Kiowa Bijou Irrigation and Land Company
Bijou Reservoir and Canal Co.
Fort Morgan Ditch and Reservoir
Morgan County Emergency Mgmt.
CDPHE/Thaine Kramer

FROM: Nicole Hay, Morgan County Planning Administrator
231 Ensign St, PO Box 596, Fort Morgan, CO 80701
970-542-3526 / 970-542-3509 fax / nhay@co.morgan.co.us
DATE: August 9, 2022
RE: Amended Use by Special Review Application – see attached site map

The following Application for a Minor Subdivision has been submitted to Morgan County. Please review and provide any comments you may have. The application will be heard by the Planning Commission at a **public hearing Monday, September 12, 2022 at 7:00 P.M.** and Board of County Commissioners at a **public meeting on Tuesday, October 4, 2022 at 9:00 A.M.** in the assembly room, 231 Ensign St. Fort Morgan CO.

Applicants: Tim Naylor, Hannah Dutrow/AGPROfessionals
Landowner: Kraft Family Dairies, LLC

Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701

Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 head of cattle to 15,000 head of cattle. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.

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



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

August 22, 2022

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

Attn: Nicole Hay

Re: Kraft Family Dairies

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Kraft Family Dairies**. Please be aware PSCo owns and operates existing natural gas distribution facilities along the west property line and within the subject property, and high-pressure natural gas transmission along the south property line. As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

The drawing is blurry. If activities will be conducted in the area of these facilities, utmost caution must be utilized. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

Should the project require any new natural gas service or modification to existing facilities, the property owner/developer/contractor must complete the application process via [xcelenergy.com/InstallAndConnect](https://www.xcelenergy.com/InstallAndConnect).

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

NOTICE OF MORGAN COUNTY PLANNING COMMISSION'S REVIEW OF TWO LAND USE APPLICATIONS

Notice is hereby given that on Monday, September 12, 2022 at 7:00 p.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:

- 1.) **Applicant:** Gary and Deb Vondy
Landowner: Dola Smith
Legal Description: Parcel in the E½SE¼ of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 15089 County Road 26 and 15115 County Road 26, Brush, Colorado 80723.
Request: Minor Subdivision to plat approximately 15.09 acres into two lots.
Date of Application: July 6, 2022.
- 2.) **Applicant:** Tim Naylor, Hannah Dutrow/AGPROfessionals
Landowner: Kraft Family Dairies, LLC
Legal Description: A parcel located in the S½ and the E½NE¼ of Section 27, Township 3 North, Range 57 West of the 6th PM, Morgan County, Colorado aka 13500 Co Rd 21, Fort Morgan, Colorado 80701
Request: Amended Use by Special Review Permit to expand the permitted Quail Ridge Dairy confinement operations from 9875 head of cattle to 15,000 head of cattle. In addition, they intend to install an additional parlor, two free stalls, and a dry pen within the existing footprint of the dairy operations.
Date of Application: July 28, 2022.

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/86952658445>

Or Telephone:

Dial:

US: +1 669 900 9128

Webinar ID: 869 5265 8445

The applications and all materials are available for inspection at the Planning Administrator's Office, 231 Ensign Street, basement, Fort Morgan, Colorado, during regular office hours. At the time of hearing, opportunity will be given for the presentation of evidence in support of or in opposition to the application.

Nicole Hay
Morgan County Planning Administrator

Published: August 27, 2022

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Landowner: Kraft Family Dairies, LLC

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Nicole Hay

Morgan County Planning Administrator

Published: Fort Morgan Times August 27, 2022-1915420

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):

Aug 27, 2022

Melissa Najera
Signature

Subscribed and sworn to me before me this

29th day of August, 2022

Shayla Najera
Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1052763
Ad Number: 1915420
Fee: \$43.24