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## MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

October 9, 2024

Chris and Becky Tate  
859 E 133 Ave  
Thornton, CO 80241  
Sent via email: [REDACTED]

Dear Applicant/Landowner:

Your Application for an Amended Plat has been received by our office and will go to review and decision by the Board of County Commissioners. The hearing for the Board of County Commissioners will be held on **Wednesday, November 6, 2024 at 9:00 A.M.**

Your application for a Variance has been received by our office and will go to review and decision by the Board of Adjustments. The hearing for the Board of Adjustments will be held on **Monday, November 18, 2024 at 5:30 P.M.**

Your Application for a Conditional Use Permit has been received by our office and will be reviewed administratively. If the Administrator deems necessary, the application may go to review and decision by the Planning Commission and Board of County Commissioners. The permit fee difference would be the responsibility of the Applicant. A decision will be made **Monday, December 2, 2024.**

It is necessary that you be present at all hearings to answer any questions the Board of County Commissioners or the Board of Adjustments may have. If you are unable to attend, a letter stating who will be representing you will be needed.

Do not hesitate to contact us at any time if you have questions.

Sincerely,

*Nicole Hay*  
Nicole Hay  
Planning Administrator

FILE SUMMARY



**MORGAN COUNTY  
PLANNING AND ZONING DEPARTMENT**

**MORGAN COUNTY BOARD OF ADJUSTMENT  
FILE SUMMARY  
November 14, 2024  
November 18, 2024 – Hearing Date**

**APPLICANTS: Chris and Becky Tate  
LANDOWNER: Brandy Living Revocable Trust, Dated April 8, 2022**

Chris and Becky Tate, on behalf of the Brandy Living Revocable Trust, Dated April 8, 2022, have submitted an application for a variance from the minimum side and rear setbacks to place a double wide manufactured home on their property. The applicants are requesting a reduction from the required side yard setback of 7.5 feet to 5 feet and rear yard setback from 10 feet to 5 feet. The required setbacks are established in Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations. The property is described as Lot 176A of Tate Amended Plat of Lots 175 and 176 of the Jackson Lake Recreational Vehicle Park Subdivision located in the W½ NW¼ of Section 27, Township 5 North, Range 60 West of the 6<sup>th</sup> P.M., Morgan County, Colorado addressed as 176 Indian Way, Weldona, CO 80653.

In reviewing this application, the Board of Adjustment is required to make a finding that the criteria for granting a variance in Section 5-220(B) of the Morgan County Zoning Regulations have been satisfied:

First criteria:

The strict application of the applicable regulation results in peculiar and exceptional difficulties or exception and undue hardship on the owner due to one of the following:

- (a) Exceptional narrowness, shallowness, or shape of the property at the time of the enactment of the regulation; or
- (b) Exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property;

*The variance is requested for a reduction in the side yard setback from 7.5 feet to 5 feet and in the rear yard setback from 10 feet to 5 feet for a double-wide manufactured home. There are no peculiar and exceptional difficulties or exception, or hardship imposed by applying the setback regulations.*

Second Criteria: All of the following must be established to grant a variance:

- (1) The hardship is not self-imposed;

*The hardship is self-imposed due to the approval of an amended plat to remove the interior lot line. With the removal of the lot line, the residence can be installed to meet the required side and rear yard setbacks.*

- (2) The variance, if granted, will not adversely affect the use of adjacent property as permitted under these Regulations;

*The variance will not adversely affect the use of adjacent property. All adjacent property is currently being used for residential purposes.*

- (3) That the variance, if granted, is in keeping with the intent of these Zoning Regulations and the Morgan County's Comprehensive Plan; and

*The Zoning Regulations provide for variance requests to reduce front yard setbacks.*

- (4) That the variance, if granted, does not adversely affect the health, safety, and welfare of the citizens of Morgan County.

*The variance to reduce the side and rear yard setbacks, if granted, will not adversely affect the health, safety and welfare of the citizens of Morgan County.*

Approval of this variance request would be subject to approval of a conditional use permit required for a single-family dwelling other than a single-wide manufactured home in the Jackson Lake Village zone district.

Nicole Hay,  
Morgan County Planning Administrator



ORIGINAL SUBMITTAL

Original Application

Right to Farm



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

PERMIT # ZV2024 - 0002

Date Received 10/9/24 Received By CB BOA  
 App Fee \$ 500 (CR) CC #: 1006 Paid 10/9/24  
 100 Year Floodplain Y/N Taxes Current Y/N

**VARIANCE TO ZONING REGULATIONS APPLICATION**  
 Landowner **MUST** Sign Application and Right to Farm Policy

**APPLICANT**

Name Chris & Becky Tate  
 Address 859 E 133rd AVE  
Thornton, CO 80241  
 Phone [REDACTED]  
 Email [REDACTED]

**LANDOWNER**

Name Chris & Becky Tate (Brandy Trust)  
 Address 1176 Indian Way  
Weldona CO 80649  
 Phone [REDACTED]  
 Email [REDACTED]

**PROPERTY LEGAL DESCRIPTION** \*If more space is necessary, attach an extra page to this application

Job Site Address or General Location if not addressed:

1176 Indian Way Weldona CO 80649

Parcel #: 097127201170 - S: 27 T: 5 R: 60 1/2 1/4 1/8

Size of Property \_\_\_\_\_ (in sq. ft. or acres) Zone District: \_\_\_\_\_

Subdivision: Jackson Lake Village RV Park Lot #(s): 1

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

**TYPE OF VARIANCE**

- Minimum Area of Lot (see list of additional attachments) from \_\_\_\_\_ to \_\_\_\_\_
- Minimum Width of Lot- from \_\_\_\_\_ to \_\_\_\_\_
- Maximum Height of Fence, Sign or Structure from \_\_\_\_\_ to \_\_\_\_\_
- Minimum Front Yard from \_\_\_\_\_ to \_\_\_\_\_
- Minimum Side Yard from 7.5' to 5.0'
- Minimum Rear Yard from 10.0' to 5.0'
- Other: Variance from Section # \_\_\_\_\_ of Morgan County Zoning Regulations,

Notes: \_\_\_\_\_

**SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE.**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.**

VARIANCE TO ZONING REGULATIONS APPLICATION REQUIRED ATTACHMENT LIST

Fee:

- Non-Refundable Application Fee as determined by staff:
  - \$\_\_\_ Administrative Review (variance of 10% or less)
  - OR
  - \$\_\_\_ Full Review

*\*Fee may be subject to change per section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 5 hours.*

- Recording fee for covenants made payable to Morgan County Clerk & Recorder
  - \$13.00 first page     \$5.00 each additional page     pages x \$5 = \$

Project Narrative:

- Narrative must include:
  - Name and explain in detail the interpretation of the provisions of the Zoning Regulations that would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.
  - Discuss fully the special conditions and circumstances that exist which are **peculiar** to the lot, structure, or building involved and which are **not** applicable to other lots, structures or buildings in the same zoning district.
  - Explain how special conditions or circumstances do not result solely from the action of the applicant.
  - Provide evidence that the variance requested is the minimum variance that will make possible the use of the lot, building, or structure.
  - All off-site impacts and proposed mitigation measures

Site Map & Plans:

- Site Plan must be drawn to scale and show the location of existing structures, fences, natural features, streets, rights-of-way, easements, greenbelt areas, boundary lines and lot lines. The site plan will graphically display the design standards, such as setbacks, which are the subject of application request, and other pertinent information required for the project, including widths per Morgan County Zoning Regulations, Section 2-420

Include any easements required-widths and other pertinent information.  
*May be required to supply copies of easement agreements*

- Construction Plans-detailed and thorough (**must be sent electronically**)

**Drainage/Run-Off Control Plan** may be required prior to approval if the Planning Administrator determines that the use, building or structure 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.

Proof of Ownership:

- Current title insurance commitment or Attorney's opinion (last 30 days)



**Utilities/Access:**  Driveway Permit from CDOT or Morgan County Road and Bridge (new and existing driveways off county or state maintained roads)

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

Architecture Control Approval (if applicable)

**Technical:**

Right to Farm Policy signed by Landowner (attached)

Names and addresses of all mineral rights owners and/or lessees

Approval of project from adjoining landowners (administrative review only)

# Paper Application sets-  Digital Copy of Application  
*One sided only please*

Additional information as required by staff: \_\_\_\_\_

**Additional Requirements for Minimum Lot Size or Lot Width Variances:** (Or as required by staff)

*See attached excerpt for more details*

- \*  Survey per Sections 8-175 and 8-180 of the Morgan County Subdivision Regulations
- \*  Water-must prove quality, quantity, & reliability (Quality Water Contract or current Permit from Colorado Department of Natural Resources)  
<https://dwr.state.co.us/Tools/WellPermits>
- \*  Sewer (Septic Permit, Will Serve Letter from NCHD or proof of other public system)
- \*  Electric (Electric bill or letter of commitment from electricity provider)

**APPLICANT'S STATEMENT**

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

It is acknowledged that any drainage associated with this property in the past, present or future is the responsibility of the landowner and not that of Morgan County. I/we certify that the information and exhibits I/we have submitted are true and correct to the best of my knowledge. Application must be signed by landowner.

Chris Tate                      8-07-24  
Applicant Signature                      Date

Chris Tate                      8-07-24  
Landowner Signature                      Date

Becky Tate                      8-7-24  
Applicant Signature                      Date

Becky Tate                      8-7-24  
Landowner Signature                      Date



RECEIPT

Morgan County

131 Ensign, Fort Morgan, CO 80701  
(970) 542-3526



ZV2024-0002 | Zoning Variance

Receipt Number: 545361

October 9, 2024

Payment Amount: \$500.00

Transaction Method	Payer	Cashier	Reference Number
Check	Chris A. Tate & Becky A. Tate	Liliana Lopez-Lopez	1006

Comments

Assessed Fee Items

Fee items being paid by this payment

Assessed On	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
10/09/24	Variance - BOA		\$500.00	\$500.00	\$0.00
<b>Totals:</b>			\$500.00	\$500.00	
				Previous Payments	\$0.00
				Remaining Balance Due	\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
176 INDIAN WAY WELDONA, CO 80653	BRANDY LIVING REVOCABLE TRUST	859 E 133RD AVE THORNTON, CO 80241	

Description of Work

Zoning Variance to allow room for setback on a double wide home

APPLICANT NARRATIVE





Chris & Becky Tate  
859 E 133rd Ave  
Thornton, Co 80241

July 30, 2024

MORGAN COUNTY  
Planning Department  
231 Ensign P.O. Box 596  
Fort Morgan, Colorado 80701

Dear Sir or Madam:

In order to maintain the highest functional utility of the limited lot size, I'm requesting a variance for lot 176 on the west side to be 5' and the Northside of lot 176 & 175 to be 5'. The Northside is on the greenbelt side of property. This will allow for 18' on the east side of lot 175. With these set backs will help with the front side (south side of lots 175 and 176 ) roadside Indian Way to meet the setbacks. With 39' on Lot 176 and 41' on lot 175 to the roadside ( Indian Way).

Surveyor Jack Odor [REDACTED] was onsite on 7/24/2024 at 11:30 am to verify current Survey pins on all corners of lot 175 and 176.

Sincerely,



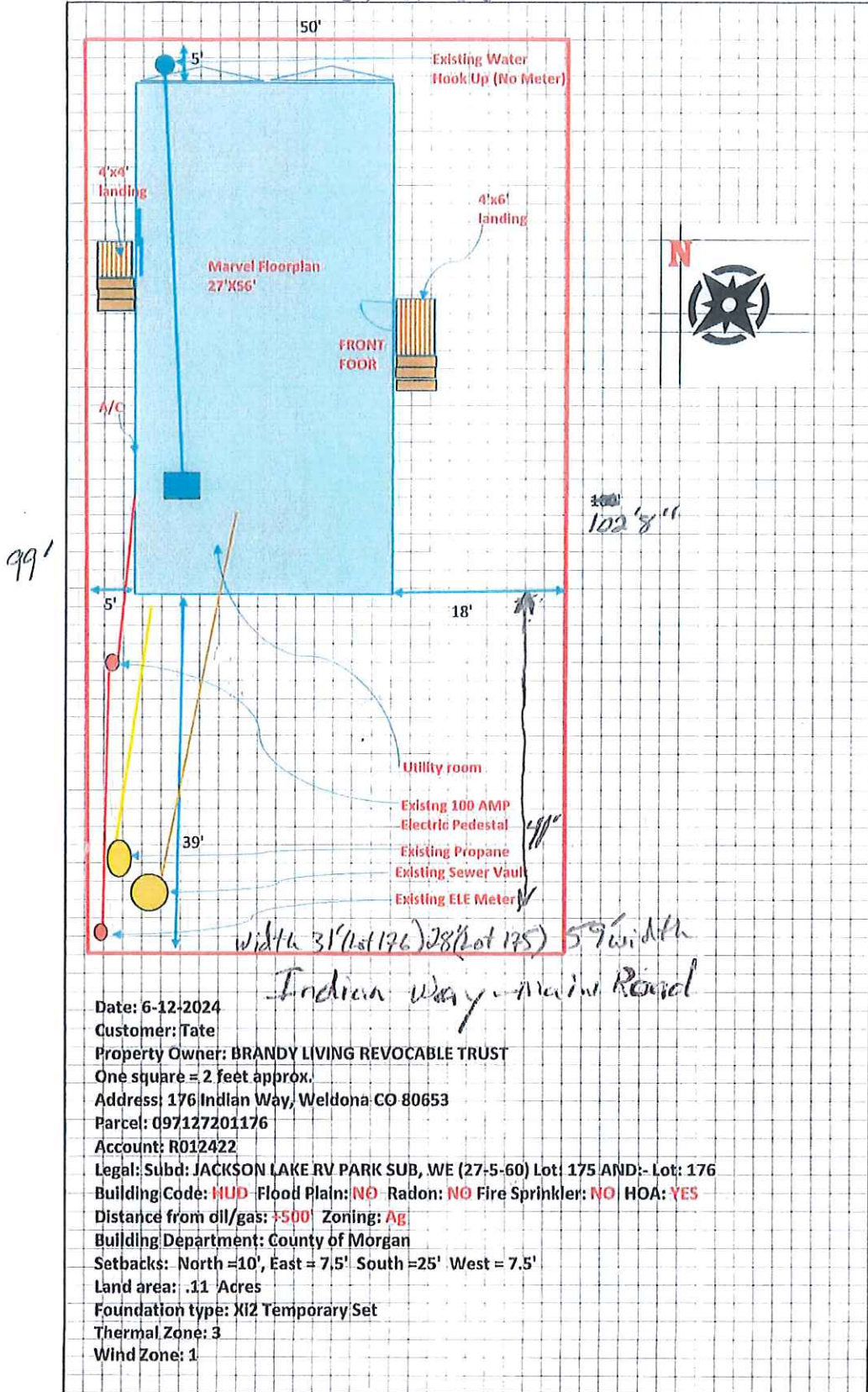
Chris Tate  
[REDACTED]

Jackson Lake- Chris Tate Becky Tate  
176 Indian Way  
Weldona, Co 80649

SITE PLAN / MAPS



# Green Belt



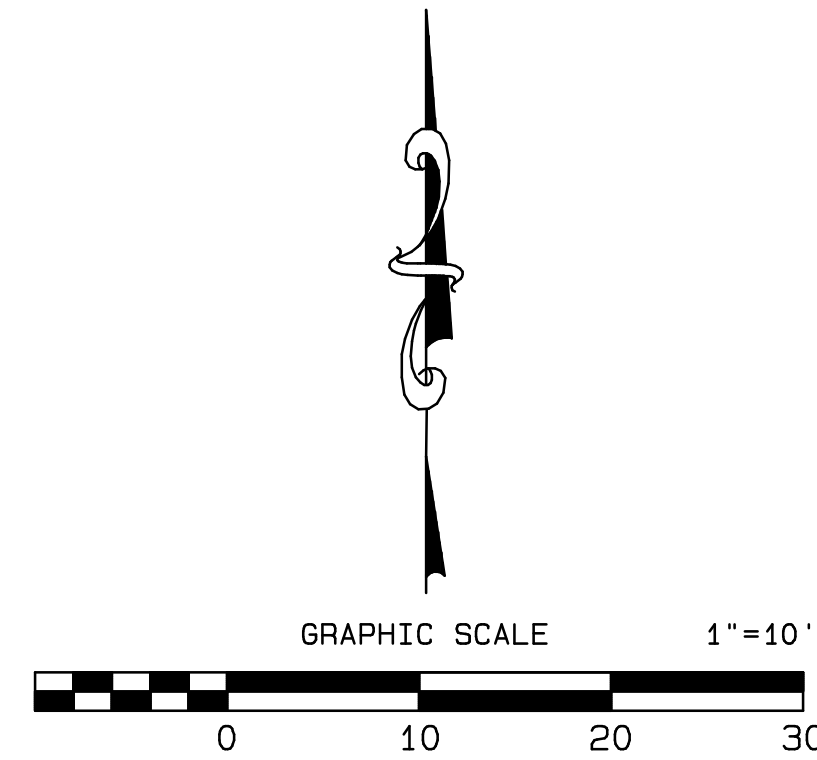
Date: 6-12-2024  
 Customer: Tate  
 Property Owner: BRANDY LIVING REVOCABLE TRUST  
 One square = 2 feet approx.  
 Address: 176 Indian Way, Weldona CO 80653  
 Parcel: 097127201176  
 Account: R012422  
 Legal: Subd: JACKSON LAKE RV PARK SUB, WE (27-5-60) Lot: 175 AND:- Lot: 176  
 Building Code: **MUD** Flood Plain: **NO** Radon: **NO** Fire Sprinkler: **NO** HOA: **YES**  
 Distance from oil/gas: **>500'** Zoning: **Ag**  
 Building Department: County of Morgan  
 Setbacks: North =10', East = 7.5' South =25' West = 7.5'  
 Land area: .11 Acres  
 Foundation type: XI2 Temporary Set  
 Thermal Zone: 3  
 Wind Zone: 1

# Tate Amended Plat AP2024-XXXX

Being an Amendment of Lots 175 & 176, Jackson Lake Recreational Vehicle Park Subdivision  
 Located in the Northwest 1/4 of Section 27,  
 Township 5 North, Range 60 West of the 6th P.M.,  
 County of Morgan, State of Colorado

Sheet 2 of 2

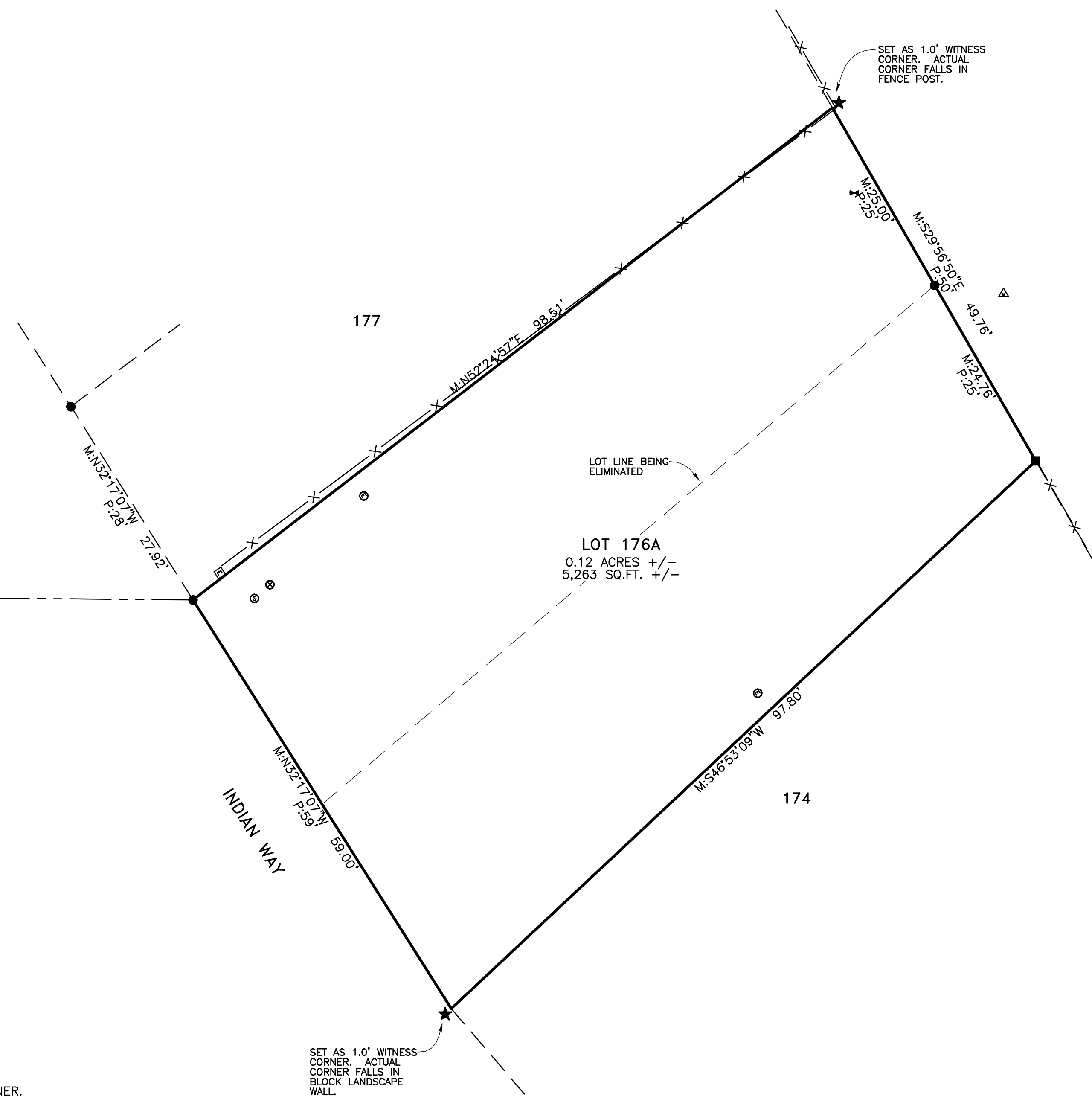
NORTHWEST CORNER SECTION 27.  
 3 1/4" BRASS CAP LS 10740  
 IN RANGE BOX.



BASIS OF BEARING  
 N00°30'00"E 2640.33'

1085.73'

S89°30'00"E 348.01'



**LEGEND:**

- ⊕ = SECTION CONTROL MONUMENT AS NOTED HEREON.
- ★ = SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP LS 38046 AS 1.0' WITNESS CORNER.
- = FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP LS
- = FOUND 1/2" REBAR WITH NO CAP.
- M: = BEARINGS AND DISTANCES AS MEASURED FROM THIS SURVEY.
- P: = DISTANCES FROM THE RECORDED PLAT OF JACKSON LAKE RV PARK.

WEST 1/4 CORNER SECTION 27.  
 FOUND 3/4" REBAR WITH 3 1/4"  
 ALUMINUM CAP LS 38353 AT  
 SURFACE OF PAVED ROAD.

*American West*  
**Land Surveying Co.**  
A Family Owned Corporation Since 1991

PO Box 129, Brighton, CO 80601 \* P:303-659-1532 \* mrh.amw@gmail.com

SCALE 1" = 10' | DRAWN BY: MRH | CHECKED BY: CDH | DATE: September 24, 2024  
 JOB NO: 24-276 | REVISIONS:10/25/2024



Chris & Becky Tate  
859 E 133rd Ave  
Thornton, Co 80241

July 30, 2024

MORGAN COUNTY  
Planning Department  
231 Ensign P.O. Box 596  
Fort Morgan, Colorado 80701

Dear Sir or Madam:

On July 24, 2024 at 11:30 am Surveyor Jack Odor [REDACTED] was on site 176 Indian Way, Weldona, Co. 80649 to do survey. All the survey pins were located.

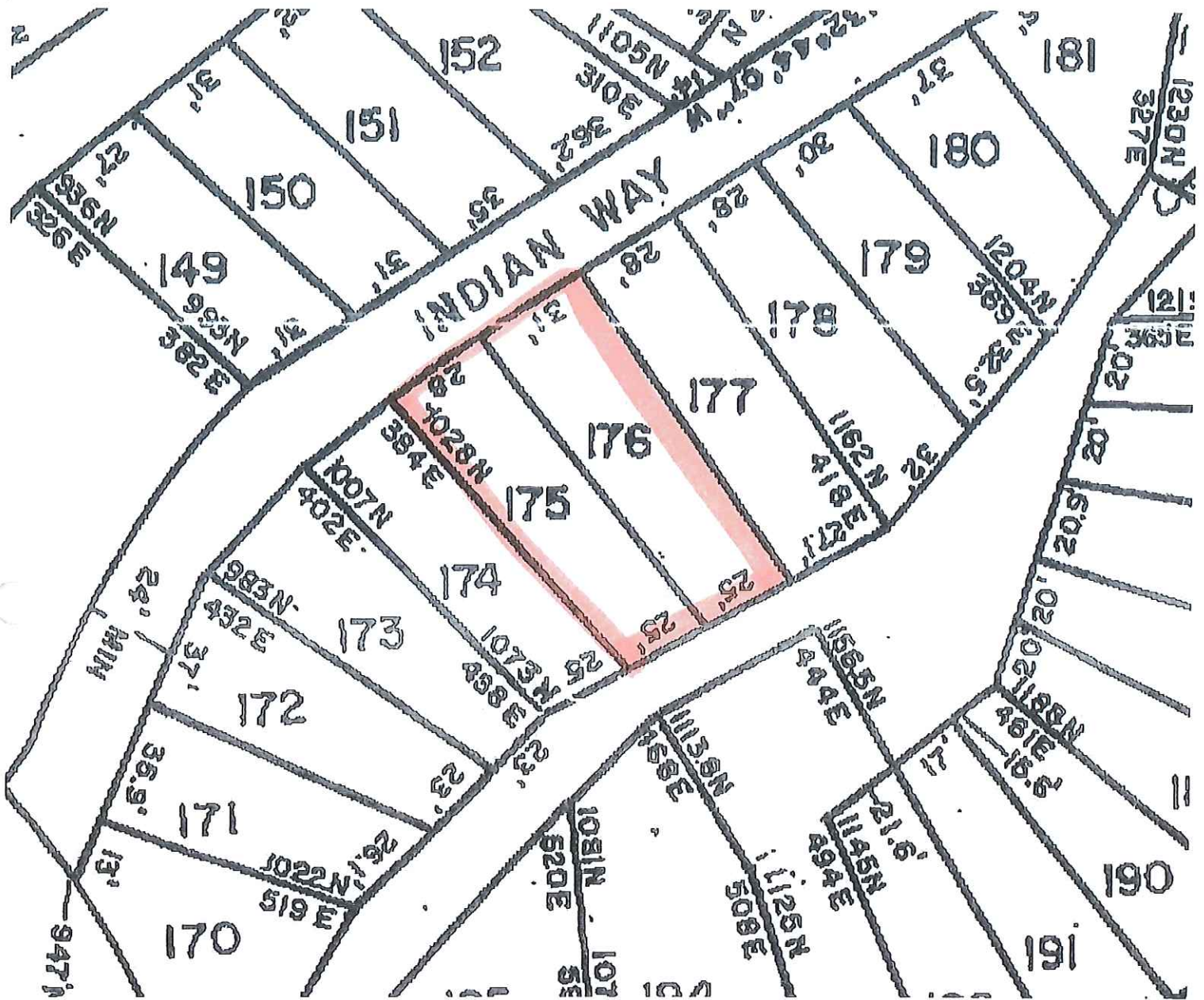
Sincerely,



Chris Tate  
[REDACTED]  
[REDACTED]

Jackson Lake- Chris & Becky Tate  
176 Indian Way  
Weldona, Co 80649  
Lots 175 and 176





50  
2

## PROOF OF OWNERSHIP

Title Insurance Commitment

Certificate of Trust







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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

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

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

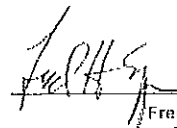
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

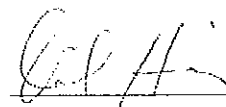
**COMMITMENT TO ISSUE POLICY**

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

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



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

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

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File No.: NCT25140

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



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

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

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File No.: NCT25140

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



## 5. LIMITATIONS OF LIABILITY

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

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

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

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

## 8. PRO-FORMA POLICY

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

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

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File No.: NCT25140

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





**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION (INTENTIONALLY DELETED)**

**STEWART TITLE GUARANTY COMPANY**

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

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

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File No.: NCT25140

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



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.  
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701  
Issuing Office's ALTA® Registry ID: 0044474  
Commitment No.: NCT25140  
Issuing Office File No.: NCT25140  
Property Address: 176 INDIAN WAY, Weldona, CO 80653

1. Commitment Date: August 1, 2024 at 08:00 AM

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

Proposed Insured: TO BE DETERMINED

Other Charges:

---

TOTAL DUE: \$200.00

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

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

Fee Simple

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

BRANDY LIVING REVOCABLE TRUST, DATED APRIL 8, 2022

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File No.: NCT25140

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



**SCHEDULE A**  
(Continued)


5. The Land is described as follows:

Lots 175 and 176, JACKSON LAKE RECREATIONAL VEHICLE PARK SUBDIVISION, a subdivision located in the W1/2 NW1/4 of Section 27, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, according to the Plat recorded December 1, 1975 in Book 5 at Page 14, Morgan County, Colorado records, together with a non-exclusive easement appurtenant to said lots in accordance with the Declaration of Covenants, Conditions and Restrictions recorded December 4, 1975 in Book 755 at Page 946 and Amendment to said Declaration recorded February 13, 1976 in Book 758 at Page 733. Additional Covenants, Conditions and Restrictions recorded on July 8, 1996 in Book 997 at Page 24, together with an undivided 3/350 interest in Common Area according to said Declaration of Covenants, Conditions and Restrictions as amended. Amended and Restated Declaration of Covenants recorded May 8, 2006 in Book 1242 at page 383.


and commonly known as (for informational purposes only): 176 INDIAN WAY, WELDONA, CO 80653


**stewart**  
title guaranty company

Northern Colorado Title Services Co., Inc.

  
Authorized Signatory



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary

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File No.: NCT25140

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



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Requirements**

File No.: NCT25140

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Proper Deed from BRANDY LIVING REVOCABLE TRUST, DATED APRIL 8, 2022 to TO BE DETERMINED, conveying the land described herein.
  - b. Copy of the Trust Agreement for BRANDY LIVING REVOCABLE TRUST, DATED APRIL 8, 2022. This should be reviewed to ensure that the proposed transaction is one in which the trust is authorized to enter and the parties (trustees) are authorized to execute the necessary documents. This should not be recorded, but a copy maintained in the file.
  - c. Statement of Authority for BRANDY LIVING REVOCABLE TRUST, DATED APRIL 8, 2022, disclosing the name(s) and address(s) of the person(s) represented and the other information required by 38-30-172, C.R.S.
  - d. Dollar amount of Policy coverage must be provided to the Company.
  - e. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

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

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File No.: NCT25140

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





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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

File No.: NCT25140

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

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

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

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File No.: NCT25140

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



## SCHEDULE B PART II

(Continued)

9. Right of way for ROAD purposes as specified in ROAD PETITION recorded OCTOBER 13, 1908 in Book 73 at Page 1, said road to be not less than 60 feet in width.
10. Map and Sworn Statement - PAWNEE PASS RESERVOIR AND CANAL SYSTEM, consisting of main canal, Jackson Lake, Orchard and 3 Wild Cat Reservoirs, as described in Special File No. 20, filed JULY 1, 1896; Map and Statement - JACKSON LAKE RESERVOIR AND INLET AND OUTLET CANALS, as described in Special File A. 51, filed JULY 9, 1903 and any property lying West of the High Water line of JACKSON LAKE as per Deed recorded SEPTEMBER 25, 1973 in Book 739 at Page 590.
11. Reservation of all oil, gas and mineral rights owned by grantor in and to the subject property as contained in Deed from PAUL L. BRIGGS, ET AL to MARTIN L. ESSMAN, SR., recorded APRIL 18, 1961 in Book 643 at Page 142.
12. Reservation of all oil, gas and mineral rights owned by grantor in and to the subject property as contained in Deed from VIRGINIA HOYT TURNBULL to MARTIN L. ESSMAN, SR., recorded JUNE 13, 1961 in Book 645 at Page 255.
13. Reservation of all oil, gas and mineral rights owned by grantor in and to the subject property as contained in Deed from MARTIN L. ESSMAN, SR. to ROBERT H. MENG, recorded JULY 13, 1961 in Book 646 at Page 317.
14. Easements for the installation and maintenance of utilities, drainage and roadways are preserved as described on the recorded plat of JACKSON LAKE RECREATIONAL VEHICLE PARK SUBDIVISION recorded DECEMBER 1, 1975 in BOOK 5 at PAGE 14 and as contained in the Declaration of Covenants, Conditions and Restrictions recorded DECEMBER 4, 1975 in BOOK 755 at PAGE 946 and Amendment of said Declaration recorded February 13, 1976 in Book 758 at Page 733. Amended and Restated Declaration of Covenants recorded May 8, 2006 in Book 1242 at page 383.
15. Terms, covenants, conditions, obligations and restrictions contained in the Declaration for JACKSON LAKE RECREATIONAL VEHICLE PARK SUBDIVISION recorded DECEMBER 4, 1975 in BOOK 755 at PAGE 946 and AMENDMENT recorded FEBRUARY 13, 1976 in BOOK 758 at PAGE 733. Amended and Restated Declaration of Covenants recorded May 8, 2006 in Book 1242 at page 383.
16. Terms, conditions, provisions, agreements, burdens and obligations as contained in EASEMENT AGREEMENT by and between JACKSON LAKE R.V. PARK, LTD., A COLORADO CORPORATION and EUGENE E. LALLI, ET AL, recorded SEPTEMBER 8, 1975 in Book 764 at Page 416.
17. Terms, conditions, provisions, agreements, burdens and obligations as contained in MEMORANDUM OF AGREEMENT between ALVIN A. SCHAEFER and EDNA J. SCHAEFER and LARRY CLARK and KAY CLARK recorded October 17, 1984 in Book 861 at Page 57.
18. Terms, conditions, provisions, agreements, burdens and obligations as contained in ADDITIONAL RULES by and between BOARD OF DIRECTORS OF JACKSON LAKE PROPERTY OWNERS ASSOCIATION, INC. and PROPERTY OWNERS, recorded JUNE 24, 1985 in Book 869 at Page 536, AMENDMENTS TO SAID RULES RECORDED AUGUST 13, 1985 IN BOOK 871 AT PAGE 115; AUGUST 14, 1986 IN BOOK 882 AT PAGE 495; MAY 16, 1988 IN BOOK 902 AT PAGE 996; AND FEBRUARY 1, 1990 IN BOOK 919 AT PAGE 310.

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File No.: NCT25140

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



## SCHEDULE B PART II

(Continued)

19. Easement and right of way for TELECOMMUNICATION FACILITIES purposes as granted by JACKSON LAKE PROPERTY OWNERS ASSOCIATION to U.S. WEST COMMUNICATIONS, INC., A COLORADO CORPORATION as contained in Instrument recorded MAY 14, 1996, in Book 994 at Page 468, the location of said easement and right of way not being specifically defined.
20. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT by and between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and CITY OF FORT MORGAN, recorded JUNE 6, 1996 in Book 995 at Page 552.
21. Covenants, conditions, restrictions, terms and obligations, which do not contain a forfeiture or reverter clause, as contained in INSTRUMENT recorded JULY 8, 1996 in Book 997 at Page 24. Amended and Restated Declaration of Covenants recorded May 8, 2006 in Book 1242 at page 383.
22. Terms, conditions, provisions, agreements, burdens and obligations as contained in BYLAWS by and between JACKSON LAKE PROPERTY OWNERS and THEMSELVES, recorded JULY 8, 1996 in Book 997 at Page 39. Correction to By-Laws recorded October 6, 1999 in Book 1060. at Page 492.
23. Terms, conditions, provisions, agreements, burdens and obligations as contained in LICENSE AGREEMENTS by and between JACKSON LAKE RESERVOIR AND IRRIGATION COMPANY and U.S. WEST COMMUNICATIONS, INC., recorded AUGUST 23, 1996 in Book 999 at Page 228, and in Book 999 at Page 237, and in Book 999 at Page 246.
24. Terms, conditions, provisions, agreements, burdens and obligations as contained in RESOLUTION 91 BA 71 between MORGAN COUNTY and BARBARA MORITA recorded May 14, 1991 in Book 932 at Page 922.
25. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.
26. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; AND (D) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 9, 1992 IN BOOK 947 AT PAGE 824.
27. The final Title Insurance Policy shall not and does not insure the title to those fixtures, structures and like appurtenances which are not assessed and taxed as real property by the County. No examination of the title to the referenced fixtures, structures and like appurtenances has been made.

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



## STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

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



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

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

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

#### **Right to Limit Use of Your Personal Information**

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

#### **How Stewart Protects Your Personal Information**

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

#### **Contact Information**

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

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

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

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

**Privacy Notice at Collection for California Residents**

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

**Personal and Sensitive Personal Information Stewart Collects**

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

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

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

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

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

#### Use of Personal and Sensitive Personal Information

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

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

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

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

#### Your Consumer Rights and Choices Under CPPA and CPRA

## Your Rights Under CCPA

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

### Access to Specific Information and Data Portability Rights

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

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

### Deletion Request Rights

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

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

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

## Your Rights Under CPRA

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

### Opt-Out of Information Sharing and Selling

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

### Correction of Inaccurate Information

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

### Limit the Use of Sensitive Personal Information

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

## Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

#### **Response Timing and Format**

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

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

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

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

#### **Non-Discrimination**

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

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

#### **Record Retention**

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

#### **Changes to This CCPRA and CPRA Notice**

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

#### **Link to Privacy Notice**

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

**Contact Information**

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

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

**Website:** <http://stewart.com/ceca>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

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



**CERTIFICATE OF TRUST**

We hereby certify as follows with respect to a Trust entitled the BRANDY LIVING REVOCABLE TRUST created by a Trust Agreement dated April 8, 2022.

1. The names of the current acting Trustees of the Trust are:  
CHRIS ALAN TATE and BECKY ANN TATE
2. The Trust is currently in full force and effect and was organized under Colorado law.
3. The undersigned are the only currently acting Trustees of the Trust. Unless otherwise indicated above, one undersigned Trustee is authorized, in his/her fiduciary capacity to take any and all other action on behalf of the Trust in connection with any assets of the Trust delivered to or deposited with any financial institution.
4. The Trust Agreement has not been modified, amended or revoked in any manner which may cause any of the above certifications or statements to be untrue or misleading.

SIGNATURE OF TRUSTEES:

*Chris Alan Tate*  
CHRIS ALAN TATE, Co-Trustee

*Becky A. Tate*  
BECKY ANN TATE, Co-Trustee

STATE OF COLORADO    )  
                                  )  
COUNTY OF *Boulder*    )

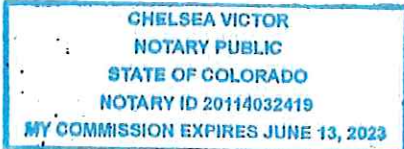
Before me, a Notary Public in and for said County and State, on *April 8*, 2022, personally appeared CHRIS ALAN TATE and BECKY ANN TATE, Trustees of the BRANDY LIVING REVOCABLE TRUST, who acknowledged to me that they did sign the foregoing instrument, and that such signing was their free act and deed.

*[Signature]*  
Notary Public

My Commission Expires *6-13-2023*

Witness my official hand and seal.

(SEAL)



## UTILITIES / ACCESS

Water

Septic

Electric

FORM NO GWS-76 02/2005	<b>WATER SUPPLY INFORMATION SUMMARY</b> <b>STATE OF COLORADO, OFFICE OF THE STATE ENGINEER</b> 1313 Sherman St., Room 818, Denver, CO 80203 Phone - Info (303) 866-3587    Main (303) 866-3581    Fax (303) 866-3589 <a href="http://www.water.state.co.us">http://www.water.state.co.us</a> 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>Jackson Lake RU Park</u>																									
2. LAND USE ACTION:																									
3. NAME OF EXISTING PARCEL AS RECORDED: <u>0971-272-01-176</u> SUBDIVISION: _____; FILING (UNIT) _____, BLOCK _____, LOT _____																									
4. TOTAL ACREAGE: <u>5.0054</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. _____ 1/4 of the _____ 1/4, Section _____, Township _____, Range _____, <input type="checkbox"/> N or <input type="checkbox"/> S, <input type="checkbox"/> E or <input type="checkbox"/> W Parcel # <u>0971-272-01-176</u> Principal Meridian: <input type="checkbox"/> Sixth <input type="checkbox"/> New Mexico <input type="checkbox"/> Ute <input type="checkbox"/> Costilla <u>W 27-5-60</u> 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: _____ Northing: _____																									
8. PLAT - Location of all wells on property must be plotted and permit numbers provided Surveyor's Plat: <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO    If not, scaled hand drawn sketch: <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO																									
9. ESTIMATED WATER REQUIREMENTS <table border="1" style="width: 100%;"> <thead> <tr> <th>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 # _____ of units</td> <td>_____</td> <td>_____</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 # _____ of units	_____	_____	COMMERCIAL USE # _____ of S F	_____	_____	IRRIGATION # _____ of acres	_____	_____	STOCK WATERING # _____ of head	_____	_____	OTHER: _____	_____	_____	TOTAL	_____	_____	10. WATER SUPPLY SOURCE <u>Quality Water -</u> <input type="checkbox"/> EXISTING WELL <input type="checkbox"/> DEVELOPED SPRING WELL PERMIT NUMBERS _____ <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 AQUIFERS - (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 # _____ of units	_____	_____																							
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 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 type="checkbox"/> SEPTIC TANK/LEACH FIELD <input type="checkbox"/> CENTRAL SYSTEM DISTRICT NAME: _____ <input type="checkbox"/> LAGOON <input checked="" type="checkbox"/> VAULT LOCATION SEWAGE HAULED TO: _____ <input type="checkbox"/> ENGINEERED SYSTEM (Attach a copy of engineering design) <input type="checkbox"/> OTHER: _____																									

Property owners ARE NOT charged for water by Quality Water. JLOPA is charged for water use.  
 Glenn Deiker JLOPA president.  
 [Signature] 7/31/24

*Sewage Vault*

*Campbell Custom Services, LLC  
25402 Rd 3 Lot 157  
Weldona, CO 80653  
(970) 645-2391*

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

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

*Re-certification is required every four years.*

\*\*\*\*\*

*Test Data*

*Starting Volume: 39.5 inches    Ending Volume: 39.5 inches  
Time Test Started 1:02 PM    Time Test Ended 1:12 PM  
Date Test Started 5/23/22      Date Test Ended 5/24/22*

*Total Vault Capacity: 1000 Gallons*

*All plumbing connections intact: Yes*

*Level Indicator intact & in working order: Yes*

\*\*\*\*\*

*Property Owner: Chris Tate  
Lot Number: 175*

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



Campbell Custom Services

25402 COUNTY ROAD 3

LOT 1577138  
CO 80653

# Invoice

Date	Invoice #
8/22/2022	3276

<b>Bill To</b>
Chris Tate 859 E 133rd Ave Thornton, Co 80241

P.O. No.	Terms	Project
	Net 30	

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

**CHRIS OR BECKY TATE** 6/88  
859 E 133RD AVENUE  
THORNTON, CO 80241

7091

82-7628/3070  
2

8-29-22

Date

CHECK AMOUNT

Pay to the  
order of

Campbell Custom Services

\$110.00

One hundred & ten dollars & 00/100

Dollars



Photo Safe  
Deposit  
Box

credit union 9305 W Alameda Ave  
OF DENVER Lakewood, CO 80226  
303.234.1700

Prime Times

Septic Tank / 107175

Becky A. Tate

03070752590

7091

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

**Total**

\$110.00



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

July 31, 2024

Chris and Becky Tate  
176 Indian Way  
Weldona, CO 80653

Dear Chris and Becky:

The Northeast Colorado Health Department (NCHD) has no objection to the replacement of your current trailer home, located at 176 Indian Way, Weldona, CO. in Section 27–Township 5N–Range 60W of Morgan County, Colorado, with a new double wide trailer home and using your existing vault. No existing record could be found for said vault system.

Property consists of two lots 175 and 176 with potable water supplied by the Morgan County Quality Water District via the Jackson Lake Property Owners Association.

The vault was certified by Campbell Custom Services, LLC on 5-24-2022. Before use a final inspection will be done by this department (NCHD) to verify lines and alarms are installed properly and that setbacks are met. Wastewater lines and level indicator must comply with (NCHD) requirements for septic systems and inspected by an (NCHD) representative. Upon completion of the system the vault must be re-certified every four years or at the discretion of the department.

If for any reason setbacks cannot be met, a variance may be requested by the owners of said properties. All variances must be approved by the (NCHD) Environmental Health Director before construction is started.

If the existing vaults fails to operate properly, the owner(s) shall obtain from this office an application for a permit to repair a vault and remit the appropriate fee. Construction of the vault shall conform to all Northeast Colorado Health Department Individual Sewage Disposal System Regulations. Including but not limited to, setback distances from wells, irrigation ditches, creeks, buildings, property lines and other systems.

If there are any questions please call me at 970/867-4918 ext. 2260

Sincerely,

Elissa Groves  
Environmental Health Specialist  
Northeast Colorado Health Department



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

✓ 118.85  
79.35  
~~79.50~~

**TOTAL  
AMOUNT DUE**  
**\$118.85**  
Due Date  
07/15/2024

See next page for bill details.

Account Information		Balance Summary	
Account #:	2050800	Previous Balance	\$79.35
Customer Name:	CHRIS A TATE BECKY A TATE	Payment(s)	-\$79.35
Statement Date:	07/01/2024	Balance Before Current Charges	\$0.00
Current Bill Due Date:	07/15/2024	Total Current Charges	\$118.85
Mailing Address:	859 E 133RD AVE THORNTON CO 80241-1139	Total Amount Due	\$118.85

Did you know Morgan County REA has an app? See the back of this bill to learn more about SmartHub, our online portal and mobile app. Available to all members, SmartHub can make managing your account easier!



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

Account Number: 2050800  
Statement Date: 07/01/2024  
Amount Due 07/15/2024: \$118.85

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



pd 7/10/24

2448 0 AB 0.547  
CHRIS A TATE  
BECKY A TATE  
859 E 133RD AVE  
THORNTON CO 80241-1139

5 2448  
C-9

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

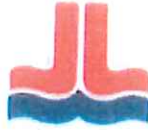


## ADDITIONAL APPLICATION INFORMATION

Foundation System/Plans

Architectural Approval

Statement of Taxes



**Jackson Lake**

Property Owners Association

# Architectural Application

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

Date 6-17-2024

Name: Chris & Becky Tate - (Brandy Trust)

Address: 5859 E 133rd AVE property 176 Indian Way  
Thornton Co Address Weldona, Co  
80241 80649

Lot # (s): 175/176

Phone #: [REDACTED]

Date / time received by the architectural advisory committee: \_\_\_\_\_

Approval subject to applicant providing the following required information:

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

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

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

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

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

[Signature] 7/3/24

[Signature] 7/3/24

Maureen Podes 7/3/24

# Morgan County Treasurer

## Statement of Taxes Due

Account Number R012422  
Assessed To

Parcel 097127201176  
BRANDY LIVING REVOCABLE TRUST  
859 E 133RD AVE  
THORNTON, CO 80241

Legal Description	Situs Address
Subd: JACKSON LAKE RV PARK SUB, WE (27-5-60) Lot: 175 AND:- Lot: 176	176 INDIAN WAY

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2023	\$452.92	\$13.59	\$0.00	(\$466.51)	\$0.00
<b>Total Tax Charge</b>					<b>\$0.00</b>
<b>Grand Total Due as of 10/25/2024</b>					<b>\$0.00</b>

Tax Billed at 2023 Rates for Tax Area 341 - 341 - RE 20J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5530000	\$112.42	MFG HOUSING -	\$85,880	\$5,750
ROAD AND BRIDGE FUND	7.5000000	\$43.13	LAND		
SOCIAL SERVICES FUND	2.0000000	\$11.50	Total	\$85,880	\$5,750
WIGGINS RURAL FIRE DIST	7.0000000	\$40.25			
MORGAN CO QUALITY WATER	0.8240000	\$4.74			
NORTHERN COLO WATER CD	1.0000000	\$5.75			
RE 20-J WELDONA GEN FD	27.3900000	\$157.50			
RE 20-J WELDONA BOND	13.5000000	\$77.63			
Taxes Billed 2023	78.7670000	\$452.92			

\*\*\*\*\*TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK\*\*\*\*\*  
 Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

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

## LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification





## MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

October 28, 2024

Dear Neighboring Landowners:

Chris and Becky Tate as applicants and Brandy Living Revocable Trust as landowner, have submitted an application to our office for a variance from Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations, regarding minimum setbacks by reducing the side setback from 7.5 feet to 5 feet and reducing the rear yard setback from 10 feet to 5 feet.

**Legal Description:** Lots 175 and 176 of the Jackson Lake RV Park Subdivision in the NW $\frac{1}{4}$  of Section 27, Township 5 North, Range 60 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, otherwise known as 176 Indian Way, Weldona, CO 80653.

This application will be heard by the Morgan County Board of Adjustments on **Monday, November 18, 2024 at 5:30 P.M.** This hearing will be held in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearing and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **November 13, 2024**.

Sincerely,

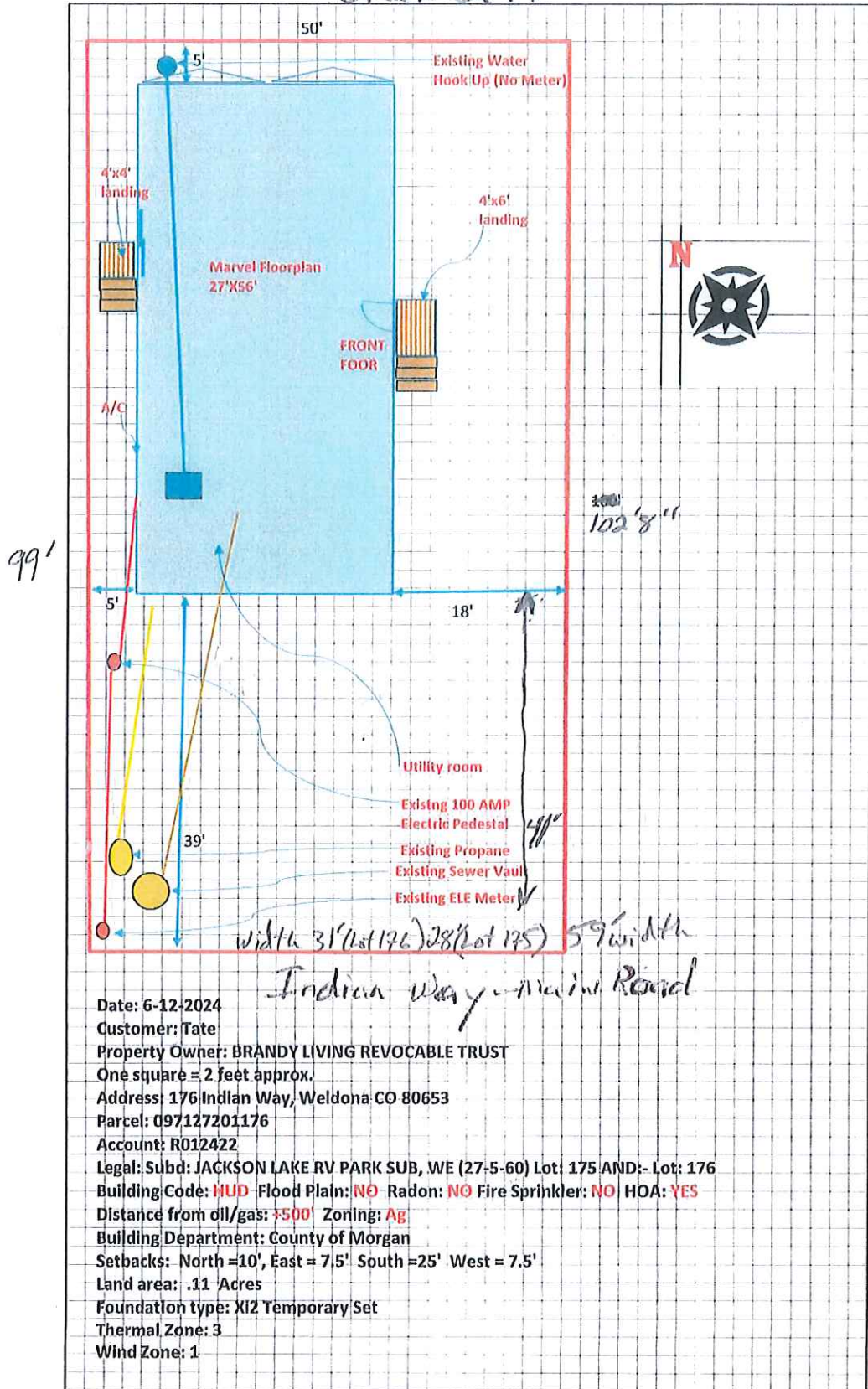
*Nicole Hay*

Nicole Hay  
Planning Administrator

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



# Green Belt



width 31' (Lot 176) 28' (Lot 175) 59' width  
 Indian Way - main Road

Date: 6-12-2024  
 Customer: Tate  
 Property Owner: BRANDY LIVING REVOCABLE TRUST  
 One square = 2 feet approx.  
 Address: 176 Indian Way, Weldona CO 80653  
 Parcel: 097127201176  
 Account: R012422  
 Legal: Subd: JACKSON LAKE RV PARK SUB, WE (27-5-60) Lot: 175 AND:- Lot: 176  
 Building Code: MUD Flood Plain: NO Radon: NO Fire Sprinkler: NO HOA: YES  
 Distance from oil/gas: >500' Zoning: Ag  
 Building Department: County of Morgan  
 Setbacks: North =10', East = 7.5' South =25' West = 7.5'  
 Land area: .11 Acres  
 Foundation type: XI2 Temporary Set  
 Thermal Zone: 3  
 Wind Zone: 1

PETERSON, FREDERICK & DEBRA TRUST  
10107 64TH AVE N E  
ROCK LAKE, ND 58367

BEER, LEE & GAIL TRUST  
1562 TREFOIL WAY  
BRIGHTON, CO 80601

BRANDY LIVING REVOCABLE TRUST  
859 E 133RD AVE  
THORNTON, CO 80241

REFERRAL AGENCIES	RESPONSES RECEIVED
Century Link	
Colorado Parks and Wildlife	
Jackson Lake Property Association Inc.	
Jackson Lake Reservoir/Irrigation	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Management	
Morgan County Quality Water	
Morgan County Road & Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff Dept.	
Morgan Weed & Pest Advisory Board	
Morgan Soil Conservation District	
Northeast Colorado Health Department	
Riverside Irrigation District	
Wiggins Fire Department	
Xcel Energy	See Attached Letter dated 11/6/2024





## MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

Century Link	Morgan County Rural Electric Assoc.
Colorado Parks and Wildlife	Morgan County Sheriff Dept.
Jackson Lake Property Association	Morgan Weed & Pest Advisory Board
Jackson Lake Reservoir/Irrigation	Morgan Soil Conservation District
Morgan County Assessor	Northeast Colorado Health Dept.
Morgan County Communications Center	Riverside Irrigation District
Morgan County Emergency Mgmt.	Wiggins Fire Department
Morgan County Quality Water	Xcel Energy
Morgan County Road & Bridge	

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

DATE: October 28, 2024

RE: Variance – See attached file

The following Variance application is submitted to you for review and comments. The application will be heard by the Board of Adjustments. **You are encouraged to provide comments to this application by November 13, 2024 or attend the Board of Adjustments meeting on Monday, November 18, 2024 at 5:30 p.m.** Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend the public meeting.

**Applicants:** Chris and Becky Tate

**Landowner:** Brandy Living Revocable Trust

**Legal Description:** Lots 175 and 176 of the Jackson Lake RV Park Subdivision in the NW¼ of Section 27, Township 5 North, Range 60 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, otherwise known as 176 Indian Way, Weldona, CO 80653.

**Request:** Variance from Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations, regarding minimum setbacks by reducing the side setback from 7.5 feet to 5 feet and reducing the rear yard setback from 10 feet to 5 feet.

Sincerely,

*Cheryl Brindisi*

Morgan County Planning and Zoning Administrative Assistant



Right of Way & Permits

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: [REDACTED]

November 6, 2024

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

Attn: Cheryl Brindisi

**Re: Tate – Variance**

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

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

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

**NOTICE OF PUBLIC HEARING  
MORGAN COUNTY BOARD OF ADJUSTMENT  
NOVEMBER 18, 2024 AT 5:30 P.M.  
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY  
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

Notice is hereby given that on the date and time above (or as soon as possible following the scheduled time) and at the location above, or at such time and place as this hearing may be adjourned, the Morgan County Board of Adjustment will conduct a public hearing on an application for a variance from the dimensional standards in the Morgan County Zoning Regulations:

**Applicants:** Chris and Becky Tate

**Landowner:** Brandy Living Revocable Trust

**Legal Description:** Lots 175 and 176 of the Jackson Lake RV Park Subdivision in the NW¼ of Section 27, Township 5 North, Range 60 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, otherwise known as 176 Indian Way, Weldona, CO 80653.

**Request:** A Variance from Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations, regarding minimum setbacks by reducing the side setback from 7.5 feet to 5 feet and reducing the rear yard setback from 10 feet to 5 feet.

Date of Application: October 9, 2024

**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/89951157117>

Or Telephone:

Dial:

+1 719 359 4580 US

Webinar ID: 899 5115 7117

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Documents will also be available on the Morgan County Website <https://morgancounty.colorado.gov>

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

*Nicole Hay*

Nicole Hay,  
Morgan County Planning Administrator

Published: November 7, 2024

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