

| BOARD OF ADJUSTMENTS 5:30 P.M. | FEBRUARY 18, 2025 |
INDUSTRIAL TOWER WEST VARIANCE

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**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

January 13, 2025

Industrial Tower West-Kyle Denardo
2825 E Beaver Ave
Fort Morgan, CO 80701
Sent via email: [REDACTED]

Dear Applicant

Your Application for a Variance has been received by our office and will go for review and decision by the Board of Adjustments. This hearing will be held on **Tuesday, February 18, 2025 at 5:30 P.M.**

It is necessary that you and the landowners be present at the hearing to answer any questions that the Board of Adjustments may have. If you or the landowners are unable to attend, a letter stating who will be representing them 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
February 11, 2025
February 18, 2025 – Hearing Date**

**APPLICANTS: Industrial Tower West
LANDOWNER: L&R Rumsey Land, LLC**

Industrial Tower West has submitted this application for a variance to Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations regarding maximum height in the Agriculture Production District which is 100 feet. The variance request is for a new 330-foot guyed tower to be located on a yet-to-be exempted 6.57 acre parcel of land located in the W½NW¼ of Section 28, Township 2 North, Range 60 West of the 6th P.M., Morgan County, Colorado. If this variance is approved, the owner plans to submit an exemption to create the 6.57 acre parcel. The property is in the Wiggins Fire District.

The proposed tower would ultimately replace an existing 190 foot tower located approximately 1 mile southeast of the proposed site. The new facility will offer much needed coverage to the areas surrounding the tower and also establish seamless coverage for any wireless carrier that collocates onto the proposed tower. The height requested will eliminate the need for multiple other towers to provide the same coverage.

Maximum height

The tower is considered a freestanding Wireless Service Facility under the Morgan County Zoning Regulations. Maximum height restrictions are addressed in Section 4-720(A)(2) of the Zoning Regulations:

Notwithstanding any height limitations in Table 1 of Appendix B, a freestanding WSF, including antennae, shall comply with all FAA regulations and requirements, and shall not interfere with any airport approach zones.

The property is subject to 100-foot height restriction pursuant to Table 1, Appendix B.

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:

- (1) The strict application of the applicable regulation results in peculiar and exceptional practice difficulties or exception and undue hardship on the owner due to:
 - (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; and
- (2) The hardship is not self-imposed;
- (3) The variance, if granted, will not adversely affect the use of adjacent property as permitted under these Regulations;
- (4) That the variance, if granted, is in keeping with the intent of the Morgan County Zoning Regulations and the Morgan County Comprehensive Plan; and
- (5) That the variance, if granted, does not adversely affect the health, safety, and welfare of the citizens of Morgan County.

The following conditions are recommended if the variance application is approved:

- (1) If, after completion of construction, the Wireless Service Facility ceases operation for any reason for twelve (12) consecutive months that the owner or operator shall remove the WSF within ninety (90) days of the end of the twelve-month period.
- (2) Upon completion of construction, the applicant shall submit engineered as-built drawings to confirm the dimension standards required by the Zoning Regulations and approved by BOA as part of the application.
- (3) The Applicant shall be responsible for payment and coordinating with Morgan County Road and Bridge for the purchase and installation of a “Hidden Entrance” sign. This sign is a requirement of the approved driveway permit from the Morgan County Public Works Department.

Nicole Hay,
Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Original Application

Right to Farm



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

PERMIT # 2N2025 - 0001

Date Received 1 / 3 / 25 Received By JB
App Fee \$500.00 Ck/CO#: 7941 Paid 1 / 4 / 25
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 Industrial Tower West
Address 2825 E Beaver Ave
Fort Morgan, CO 80701
Phone [REDACTED]
Email [REDACTED]

LANDOWNER

Name L&R Rumsey Land, LLC
Address 1131 Co Rd I
Wiggins, CO 80654
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:

Land in the NW4 of Section 28, T-2-N, R-60-W, 6th Principal Meridian Morgan County

Parcel #: 1297-280000-02 S: 28 T: 2 R: 60W 1/2 NW 1/4 1/4

Size of Property 6.57 / 100 (in sq. ft. or acres) Zone District: AG

Subdivision: _____ Lot #(s): _____

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 _____ to _____
- Minimum Rear Yard from _____ to _____

Other: Variance from Section # _____ of Morgan County Zoning Regulations,

Notes: Variance for telecommunications tower 330' in height

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 2-470

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)

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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

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

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

RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

To Be Signed by Landowner

Randall R Ramsey

Signature

12-12-29

Date

Randall R Ramsey

Printed Name

1131 C.R.I

Address

Wiggins CO 80654

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

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



ZV2025-0001 | Zoning Variance

Receipt Number: 545488

Payment Amount: \$500.00

January 6, 2025

<i>Transaction Method</i>	<i>Payer</i>	<i>Cashier</i>	<i>Reference Number</i>
Credit Card	Kyle DeNardo	Jenafer Santos	7941

Comments

Assessed Fee Items

Fee items being paid by this payment

<i>Assessed On</i>	<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed</i>	<i>Amount Paid</i>	<i>Balance Due</i>
01/07/25	Variance - BOA		\$500.00	\$500.00	\$0.00
Totals:			\$500.00	\$500.00	
				Previous Payments	\$0.00
				Remaining Balance Due	\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
Vacant Wiggins, CO 80653	L&R Rumsey Land, LLC	1131 Co Rd I Wiggins, CO 80654	

Description of Work

Variance for a new guyed tower that will be 330' in height.

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
Industrial Tower West, LLC
2. The type of entity is a:
 corporation
 nonprofit corporation
 limited liability company
 general partnership
 limited partnership

 registered limited liability partnership
 registered limited liability limited partnership
 limited partnership association
 government or governmental subdivision or agency
 trust
3. The entity is formed under the laws of the State of Colorado
4. The mailing address for the entity is P.O. Box 739, Fort Morgan, CO 80701
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Jon Becker, President; Monica Akin, Secretary; Michael Felicissimo, Treasurer
6. The authority of the foregoing person(s) to bind the entity: is²not limited is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 20TH day of December, 2024

Viaero Wireless Technologies, Inc., Sole Member

by: Michael Felicissimo, Chief Financial Officer



1224 West Platte Ave.

Fort Morgan, CO 80701

¹ This form should not be used unless the entity is capable of holding title to real property.

² The absence of any limitation shall be prima facie evidence that no such limitation exists.

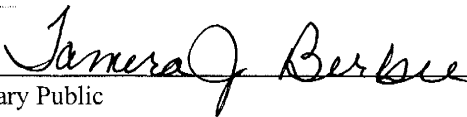
³ The statement of authority must be recorded to obtain the benefits of the statute.

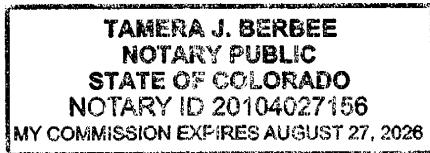
State of Colorado)
) ss
County of Morgan)

The foregoing Statement of Authority was acknowledged before me this 20th day of December, 2024 by Michael Felicissimo, CFO of Viera Wireless Technologies, Inc., as sole member of Industrial Tower West, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 8/27/2026


Notary Public



WHEN RECORDED RETURN TO:

**OPERATING AGREEMENT
OF
L&R RUMSEY LAND, LLC**

THIS OPERATING AGREEMENT (“Operating Agreement”) is made and entered into April 1 2022, by and between L&R Rumsey Land, LLC, a Colorado limited liability company ("Company"), and Lyle L. Rumsey Trust No. 1 and Linda M. Rumsey Trust No. 1, hereinafter referred to as "Members."

RECITALS:

On April 2, 2001, the Members formed a Limited Partnership under the laws of Colorado by the name of Lyle L. Rumsey Limited Partnership (the “Partnership”). The Colorado Secretary of State accepted for filing the Certificate of Limited Partnership for the Partnership on April 5, 2001.

The Members each made up the General Partners at 1% each and Limited Partners at 49% each.

The Lyle L. Rumsey Limited Partnership Agreement (“Partnership Agreement”) has controlled the activities of the Partnership since its execution in 2001.

The Members decided to take advantage of the personal asset protection provided by the limited liability company structure by way of converting the Partnership into the Company which shall be organized and managed under the terms and conditions stated herein.

The Partnership Agreement is hereby vacated and replaced by this Operating Agreement.

AGREEMENTS OF THE PARTIES

IT IS AGREED, in consideration of the promises, covenants, performance, and mutual consideration herein as follows:

**I
FORMATION OF COMPANY**

1.1 **Articles of Organization.** This Company is organized pursuant to the provisions of the Limited Liability Company Laws of the State of Colorado and pursuant to the Statement of Conversion and Articles of Organization filed with the Secretary of State on April 1, 2022. The rights and obligations of the Company and the Members shall be provided in the Articles of Organization and this Operating Agreement.

1.2 **Conflict Between Articles of Organization and this Operating Agreement.** If there is any conflict between the provisions of the Articles of Organization and this Operating Agreement, the terms of this Operating Agreement shall control.

1.3 **General Purpose.** The general purpose of the Company is to engage in any lawful business, subject to any provisions of law governing or regulating such business.

1.4 **Duration.** The duration of the Company shall be perpetual.

II CAPITAL CONTRIBUTIONS

2.1 **Contributions.** The Capital Contributions to be made by the Members and with which the Company shall begin business are as follows:

<u>Member Name</u>	<u>Contribution</u>	<u>Percent of Ownership</u>
Lyle L. Rumsey Trust No. 1	See Accounting Records	50%
Linda M. Rumsey Trust No. 1	See Accounting Records	50%

2.2 **Additional Capital Contributions.** In the event the cash funds of the Company are insufficient to meet its operating expenses or to finance new investments deemed appropriate to the scope and purpose of the Company as determined by the Manager(s) and, if the Members vote to make additional contributions, the Members shall make additional Capital Contributions, in the proportion of their percentage of ownership at the time of the required Member vote. The amount of the additional capital required by the Company and the period during which such additional capital shall be retained by the Company shall be determined by the Manager(s).

2.3 **Loans.** In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, the Company may, as determined by the Manager(s), borrow money from one or any of the Manager(s), Members or third persons. In the event that a loan agreement is negotiated with a Manager or Member, he or she shall be entitled to receive interest at a rate and upon such terms to be determined by the Managers, excluding the Manager making said loan, if applicable, and said loan shall be repaid to the Manager or Member, with unpaid interest, if any, as soon as the affairs of the Company will permit. The loan shall be evidenced by a promissory note obligating the assets of the Company. Such interest and repayment of the amounts so loaned are to be entitled to priority of payment over the division and distribution of Capital Contributions and profit among Members.

2.4 **Failure to Contribute.**

2.4.1 If a Member does not contribute by the time required all or any portion of a Capital Contribution that Member is required to make as provided in this Operating Agreement, the Company may exercise, on notice to that Member ("Delinquent Member") and in addition to any other remedy permitted by this agreement or by law, one or more of the following remedies:

2.4.1.1 Any Member may make a loan to the Delinquent Member in the amount of the required contribution, which shall be paid directly to the Company. The Member making such loan is referred to herein as the "Lending Member." The loan shall bear interest at two (2) points over prime as published in the Wall Street Journal.

2.4.1.1.1 As security for the payment of (a) all Capital Contributions

that a Member may be required to make under this Operating Agreement and (b) for the payment of all loans and interest accrued on them made by Lending Members to a Delinquent Member pursuant to Section 2.4.1.1, each Member hereby grants to the Company, and to each Lending Member with respect to any loans made by the Lending Member to that Member as a Delinquent Member pursuant to this Section, a security interest in and a general lien on such Member's Account and the proceeds thereof, all under the Colorado Uniform Commercial Code. Upon any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Member, as applicable, is entitled to all the rights and remedies of a secured party under the Colorado Uniform Commercial Code with respect to the security interest granted in this Section. Each Member shall execute and deliver to the Company and other Members all financing statements and other instruments the Manager(s) or Lending Member, as applicable, may request to effectuate and carry out the preceding provisions of this Section. This Operating Agreement, or a photographic or other copy hereof, constitutes a security agreement authorizing the filing of a UCC Financing Statement to give notice of the Company's and/or Lending Members' interest in the collateral specified herein without a signature of the Delinquent Member on said UCC Financing Statement.

The security interest created in this Section shall be superior in right to any other interest in the Delinquent Member's member account created in violation of Article XIII of this Operating Agreement. Additionally, if the loan is not sooner paid, all distributions of assets or income to which a Delinquent Member may be entitled shall first be paid to the Lending Member to the extent of any loans made under this Section plus interest or withheld by the Company to the extent of any Capital Contributions the Delinquent Member has failed to make.

2.4.1.2. Expulsion of the Delinquent Member pursuant to Article VIII of this Operating Agreement.

2.4.1.3. Commencement of legal action as appropriate against the Delinquent Member.

2.4.2. Return of Contributions. A Member is not entitled to the return of any part of a Capital Contribution or to be paid interest in respect of either a Member Account or a Capital Contribution. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Capital Contribution.

III MEMBERS' ACCOUNTS; ALLOCATIONS OF PROFIT AND LOSS; DISTRIBUTIONS

3.1 **Member Accounts.** A separate Member Account shall be maintained for each

Member. Initially, each Member Account shall reflect the amounts specified in Section 2.1; and, if a Member merely has promised to contribute the amount specified in Section 2.1, the Company shall maintain a corresponding subscription receivable on behalf of that Member. Except as expressly granted herein, no Member shall withdraw any part of his or her Member Account without the approval of the Managers. If an additional contribution is required of the Members pursuant to Section 2.2, the amount of such additional contribution shall be added to the balance in the Member's account immediately upon receipt. At least annually, Company profits, losses, gains, deductions, and credits shall be charged or credited to the separate Member Accounts. The profits, losses, gains, deductions, and credits of the Company shall be allocated among the Members as provided in Section 3.2. No interest shall be paid on any credit balance in a Member Account.

3.2 **Allocations Among Members.** The profits and gains of the Company shall be divided, and the losses, deductions, and credits of the Company shall be allocated in the following proportions:

<u>Name</u>	<u>Percent</u>
Lyle L. Rumsey Trust No. 1	50%
Linda M. Rumsey Trust No. 1	50%

3.3 **Disproportionate Member Accounts.** No interest or additional allocation of profits, losses, gains, deductions, and credits shall inure to any Member by reason of his or her Member Account being proportionately in excess of the Member Accounts of the other Members.

3.4 **Distribution of Assets.**

3.4.1 All distributions of assets of the Company, including cash, shall be made in the same allocations among Members as described in Section 3.2.

3.4.2 The Manager(s) shall determine, in their discretion, whether distributions of assets of the Company should be made to the Members; provided, however, no distribution of assets may be made to a Member if, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Member Accounts, would exceed the fair value of the Company assets.

3.4.3 A Member has no right to demand and receive any distribution from the Company in any form other than cash.

IV RULES RELATING TO THE MEMBERS

4.1 **Admission of New Members.** Additional Members may be admitted upon the unanimous written consent of all Members.

4.2 **Voting of Members.** A Member shall be entitled to one vote for each unit or percentage of ownership he or she has in the Company on any matter for which Members are

required to vote. A Member may vote in person or by proxy at any meeting of the Members. Unless otherwise stated in this Operating Agreement, all decisions of the Members shall be by a majority vote based on the percentage of ownership in the Company, i.e. more than 50 percent of the ownership interests represented at a properly called meeting of the Members at which a quorum is present, or by unanimous written consent of the Members.

4.3 **Meetings of Members.**

4.3.1 Meeting of Members may be held at such time and place, either within or without the State of Colorado, as may be determined by the Managers or the person or persons calling the meeting.

4.3.2 No annual meeting of the Members shall be required but may be called as needed or requested by any Member or pursuant to the consent of the Members.

4.3.3 Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager(s) or any other person calling the meeting, to each Member of record entitled to vote at such meeting. A waiver of notice in writing, signed by the Member before, at, or after the time of the meeting stated in the notice shall be equivalent to the giving of such notice.

4.3.4 By attending a meeting, a Member waives objection to the lack of notice or defective notice unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. A Member who attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless the Member objects to considering the matter when it is presented.

4.4 **Quorum and Adjournment.** A majority of the Membership Interests based on percentage of ownership entitled to vote shall constitute a quorum at the meeting of the Members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment; provided, however, if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

4.5 **Attendance by Electronic Means.** Participation in a meeting of the Members may be by means of telephone conference or any other similar electronic communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting for purposes of this Operating Agreement.

V
RULES RELATING TO MANAGERS

5.1. **General Powers.** Management of the conduct of the business of the Company shall be vested in the Manager(s). The Manager(s) may adopt resolutions to govern their activities and the manner in which they shall perform their duties to the Company.

5.2 **Qualifications of Manager(s).** Manager(s) may be a natural persons eighteen (18) years of age or older or an entity in good standing in its state of organization. The Manager(s) may be, but is not required to be, a Member.

5.3 **Number, Election and Term.**

5.3.1 The number of Managers shall be not less than two (2). The number of Managers shall be increased or decreased by the vote or consent of the Members.

5.3.2 The initial Manager shall hold office until the first annual meeting of Members or until a successor has been elected and qualified. Thereafter, each Manager elected by the Members shall hold office for a one-year term or until his or her successor has been elected and qualified. **The initial Managers shall be Lyle Rumsey, as trustee of the Lyle L. Rumsey Trust No. 1 and Randall Rumsey.**

5.3.3 The Manager(s) shall be elected by a vote or consent of the Members at a meeting called for that purpose.

5.4 **Meetings and Voting.**

5.4.1 Meetings of the Manager(s) may be held at such time and place as the Manager(s) by resolution shall determine.

5.4.2 Written notice of meetings of the Manager(s) shall be delivered at least twenty-four (24) hours before the meeting personally, by telecopier, or by mail actually delivered to the Manager(s) within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Manager(s) before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

5.4.3 By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

5.4.4 A majority of the Manager(s) entitled to vote shall constitute a quorum at the meeting of Managers.

5.4.5 All decisions of the Manager(s) shall be made by a majority vote of the Managers at a properly called meeting of the Manager(s) at which a quorum is present, or by unanimous written consent of the Manager(s).

5.5 **Duties of Managers.**

5.5.1 The Manager(s) shall have the duties and responsibilities as described in the Colorado Limited Liability Company Act (C.R.S. 7-80-101, *et.seq.*), as amended from time to time.

5.5.2 The Manager(s) may designate any one of the Manager(s) or delegate an employee or agent to be responsible for the daily and continuing operations of the business affairs of the Company. All decisions effecting the policy and management of the Company, including the control, employment, compensation, and discharge of employees; the employment of contractors and subcontractors; and the control and operation of the premises and property, including the improvement, rental, lease, maintenance, and all other matters pertaining to the operation of the property of the business shall be made by the Manager(s).

5.5.3 Any Manager that is a Member holding thirty percent (30%) Ownership or more has the full power and authority to sell, purchase, encumber or otherwise transfer or acquire real estate or property or any interest in real estate or property (“Property Transactions”). In furtherance of that power and authority related to Property Transactions, said Manager may execute, in the name of the Company any or all of the following instruments: contracts of purchase or sale, deeds with or without warranty, deeds of trust, mortgages, promissory notes, assumption documents, transfers of escrow funds and of insurance policies, closing and settlement statements, applications for loans, and any other documents containing such terms and conditions and such warranties and covenants as the Manager deems necessary or convenient in order to complete any such authorized transaction.

5.5.4 Any Manager that is not a Member or is a Member that holds twenty-nine percent (29%) Ownership or less at the time of any Property Transaction shall only be authorized to act on behalf of the Company in relation to a Property Transaction after a unanimous vote of the then Members granting said Manager the authority to take those actions related to and necessary to complete a Property Transaction.

5.5.5 Any Manager, regardless of membership status, is authorized and empowered to receive and collect funds and documents and sign receipts for such funds and documents and to endorse and deposit checks or drafts.

5.6 **Devotion to Duty.** At all times during the term of a Manager, the Manager shall give reasonable time, attention, and attendance to, and use reasonable efforts in the business of the Company; and shall, with reasonable skill and power, exert himself or herself for the joint interest, benefit, and advantage of the Company; and shall truly and diligently pursue Company objectives.

5.7 **Indemnification.** Manager(s), employees, and agents of the Company shall be entitled to be indemnified by the Company to the extent provided in the Colorado Limited Liability

Company Act (C.R.S. 7-80-101 *et seq.*), as amended from time to time, and shall be entitled to the advance of expenses, including attorneys' fees, in the defense or prosecution of a claim against him or her in the capacity of Manager, employee, or agent.

5.8 **Removal.** At a meeting called expressly for that purpose, all Manager(s) or any lesser number may be removed with or without cause by a vote of the majority of the Membership Interests based on the percent of ownership then entitled to vote at an election of Manager(s).

VI BOOKS

6.1 **Location of Records.** The books of the Company shall be maintained at the principal office of the Company or at such other place as the Manager(s) by vote or consent shall designate.

6.2 **Access to Records and Accounting.** Each Member shall at all times have access to the books and records of the Company for inspection and copying. Each Member shall also be entitled:

6.2.1 To obtain from the Manager(s) upon reasonable demand for any purpose such information reasonably related to the Member's Membership Interest in the Company;

6.2.2 To have true and full information regarding the state of the business and financial condition and any other information regarding the affairs of the Company;

6.2.3 To have a copy of the Company's federal, state, and local income tax returns for each year promptly after they are available to the Company; and

6.2.4 To have a formal accounting of the Company affairs whenever circumstances render an accounting just and reasonable.

6.3 **Accounting Rules.** The books shall be maintained on a cash basis. The fiscal year of the Company shall be the calendar year. Distributions to Member Accounts shall be made at least annually. The books shall be closed and balanced at the end of each calendar year; and, if an audit is determined to be necessary by vote or consent of the Manager(s), it shall be made as of the closing date. The Manager(s) may authorize the preparation of year end profit and loss statements, balance sheets, and tax returns by a public accountant.

VII DISSOLUTION

7.1 **Dissolution by Majority Agreement.** The Company shall be dissolved at any time by majority vote of the Members.

7.2 **Death, Expulsion, Bankruptcy, Retirement or Resignation of a Member; Continuation of Business.** Upon the death, expulsion, bankruptcy, retirement or resignation of a

Member, the retired (as defined in Article X), resigned (as defined in Article X), deceased (as defined in Article XI), expelled (as defined in Article VIII) or bankrupt (as defined in Article IX) Member (“Withdrawn Member”) shall give notice to the Company and all of the other Members (“Remaining Members”) of the Withdrawn Member’s desire to have either the Company or the Remaining Members elect to either buy out the Withdrawn Member’s Membership Interest pursuant to the provisions of Section 7.3 below or to dissolve the Company pursuant to C.R.S. 7-80-801 *et. seq.* In lieu of the foregoing notice from the Withdrawn Member, the Company or Remaining Members shall give notice to the Withdrawn Member triggering an election to either buy out the Withdrawn Member’s Membership Interest or to dissolve the Company. Upon such notice, the Withdrawn Member’s Membership Interest shall cease and terminate, and the Withdrawn Member shall only be entitled to the payments described in Sections 7.3 or 7.4.

7.2.1 Election to Buy or Dissolve. The election to either buy out the Withdrawn Member’s Membership Interest or to dissolve, pursuant to C.R.S. 7-80-801 *et. seq.*, shall be made within 30 days after the Effective Date of the notice given by the Withdrawn Member (or any Remaining Member if notice is being given to a Member for expulsion or bankruptcy). Said election shall be made by a majority vote of the Remaining Members.

7.2.1.1 If the Remaining Members elect to continue the business by purchasing the Withdrawn Member’s Membership Interest, no dissolution shall occur. The Remaining Members shall continue the business of the Company and purchase the Withdrawn Member’s Membership Interest on the terms set forth in Section 7.3 below. The Company’s decision to purchase the Withdrawn Member’s Membership Interest shall take precedence over any Remaining Member’s decision to purchase such Membership Interest.

7.2.1.2 If the Remaining Members elect to dissolve the Company, the Remaining Members shall promptly cease doing business and dissolve the Company pursuant to C.R.S. 7-80-801 *et. seq.* and Section 7.4 below.

7.2.2 Notice. The notice referenced in Section 7.2 above shall be by certified mail, return receipt requested, to the address of each Member on the books of the Company, or by personal delivery. If the notice is from a Withdrawn Member, the notice shall be given to the Company at its address and individually to all Remaining Members. In the event of the death of a Member, the notice shall be given by or given to the executor or administrator of the decedent, or, if at the time of such notice no legal representative has been appointed, to any one of the known legal heirs of the decedent at the last known address of such heir.

7.2.3 Effective Date. The “Effective Date” shall be the date the notice, identified in paragraph 7.2, is postmarked or hand delivered to the recipient. If there is more than one notice to be mailed or delivered, the Effective Date shall be the date of the last postmark or delivery to occur.

7.3 Purchase of Withdrawn Member's Membership Interest.

7.3.1 The purchase price of the Withdrawn Member's Membership Interest shall be

the "Appraised Value." The Appraised Value, as used in this Operating Agreement, shall be a dollar amount equal to the product obtained by multiplying (a) the percentage of ownership as shown in paragraph 2.1 above by (b) the fair market value of the Company's assets as determined in accordance with Section 7.3.1.1 minus the liabilities of the Company.

7.3.1.1 Fair Market Value. The fair market value of the Company's assets shall be determined in the following manner: within 60 days of the Effective Date the offering Member, the personal representative of the decedent or heir, the withdrawing Member or the expelled Member as the case may be, shall select an appraiser (Member's Appraiser) to determine the fair market value of the Company's assets.

7.3.1.1.1 The Member's Appraiser shall submit his/her determination thereof within 30 days after the date of his/her selection (the "Appraisal Due Date").

7.3.1.1.2 If the Appraisal made by the Member's Appraiser is unsatisfactory to the Company, the Managers shall select an appraiser within 15 days after the date of the Appraisal Due Date to determine the fair market value of the Company's assets. Such appraiser shall submit his/her determination thereof within 30 days after the date of his/her selection.

7.3.1.1.3 If the appraisal made by the Company's appraiser is unsatisfactory to the personal representative of the decedent or heir, the withdrawing Member or the expelled Member, as the case may be, then the Managers of the Company and the personal representative of the decedent or heir, the withdrawing Member or the expelled Member, as the case may be, shall select a third appraiser to determine the fair market value of the Company's assets and such appraiser shall submit his/her determination thereof within 30 days after the date of his/her selection. The appraiser's determination thereof shall be binding upon the Company, the Remaining Members and the offering Member, the personal representative of the decedent or heir, the withdrawing Member or the expelled Member, as the case may be.

7.3.1.1.4 **Qualifications of Appraiser.** Any and all appraisers selected in accordance with the provision of this Section 7.3.1 shall be appraisers who conduct their business in the area where the assets of the Company are principally located in accordance with generally accepted appraising standards. Any and all costs incurred in connection with any of the appraisals provided for in this Section 7.3.1, shall be born equally by the Company and the offering Member, the personal representatives of the decedent or heir, the withdrawing Member or the expelled Member, as the case may be.

7.3.2 **Election to Pay by Installments.** In the event of a determination of purchase price pursuant to Section 7.3.1, the Managers may elect to pay for the withdrawing Member's interest on an installment basis by paying 15 percent in cash within 30 days after the determination of Appraised Value, the remainder amortized in monthly payments with a 25 year amortization with a 5 year balloon accruing interest at the treasury bill rate quoted by the Wall Street Journal plus two (2) percent on the Effective Date. There shall be no prepayment penalty. Nothing in this paragraph shall prevent the Company from paying cash for the withdrawing Member's interest. The debt shall be reflected by a promissory note signed by the Company on a Colorado Real Estate Commission approved form (with the "right to cure"), and if the Company owns real estate, the promissory note shall be secured by a deed of trust on a Colorado Real Estate Commission approved form (strict due on transfer), subject only to existing deeds of trust on the Effective Date. In exchange for the promissory note and deed of trust, the withdrawing Member shall transfer all his or her interest to the Company.

7.4 **Distribution of Assets Upon Dissolution.** In the event of dissolution of the Company, the Managers shall proceed with reasonable promptness to sell the real and personal property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company business shall be used and distributed in the following order:

7.4.1 Any liabilities and liquidating expenses of the Company will first be paid;

7.4.2 The reasonable compensation and expenses of the Managers in liquidation shall be paid;

7.4.3 The amount then remaining shall be paid to and divided among the Members in accordance with the statutory scheme for distribution and liquidation of the Company under the Colorado Limited Liability Company Act, as amended from time to time.

VIII EXPULSION OF A MEMBER

8.1 **Causes of Expulsion.** A Member shall be expelled from the Company upon the occurrence of any of the following events:

8.1.1 If a Member shall violate any provisions of this Operating Agreement; or

8.1.2 If a Member's Membership Interest shall be subject to a charging order or tax lien which is not dismissed or resolved to the satisfaction of the Managers of the Company within thirty (30) days after assessment or attachment.

8.2 **Notice of Expulsion.** Upon the occurrence of an event described in this Section, written notice of expulsion may be given to the violating Member pursuant to Section 7.2 with an indication that the Remaining Members have elected to purchase the Membership Interest of the violating Member. Upon such notice, the violating Member shall be considered expelled, and shall

have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled under Sections 7.3, subject however to any damages that may have arisen for violation of this Operating Agreement.

IX BANKRUPTCY OF A MEMBER

9.1 **Bankruptcy Defined.** A Member shall be considered "bankrupt" if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is not dismissed within sixty (60) days) or makes an assignment for the benefit of creditors or otherwise institutes any proceeding or enters into any agreement for compounding his or her debts other than by the payment of them in the full amount thereof, or is otherwise regarded as insolvent under any Colorado insolvency act.

9.2 **Effective Date for Bankruptcy.** Upon the occurrence of an event described in this Section, written notice may be given to the bankrupt Member, or by the bankrupt Member pursuant to Section 7.2 above. Upon such notice, the bankrupt Member shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled under Sections 7.3 or 7.4.

X RETIREMENT OR RESIGNATION OF A MEMBER

10.1 **Right to Retire or Resign.** A Member shall have the right, at any time, to retire or resign as a Member of the Company by giving the notice stated in Section 7.2 above. Upon such notice, the retired or resigned Member shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled under Sections 7.3 or 7.4.

XI DEATH OF A MEMBER

11.1 **Death of a Member.** Upon the death of a Member, or upon the dissolution of any entity owning a Membership Interest, the deceased or dissolved Member's rights as a Member of the Company shall cease and terminate except as provided in this Article XI.

11.2 **Consequence of Death.** Upon the death or dissolution of a Member, notice shall be given to the Company and remaining Members. Such notice shall indicate if the estate of the deceased Member or representative of the dissolved Member wishes to have the Company purchase their Membership Interest pursuant to this Agreement or if it has been assigned to a remaining Member pursuant to a will, trust agreement, or plan of dissolution. Upon such notice, the deceased Member shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is may be entitled under Sections 7.3 or 7.4., except in the event the Company has life insurance on the decedent, in which event the amount and method of payment for the Membership Interest of the deceased Member will be as provided in Section 11.3.

11.3 **Insurance.** The Company may contract for life insurance on the lives of each of the Members, in any amount not disproportionate to the value of each Member's Membership Interest. In the event of death of a Member, insurance proceeds paid to the Company will be used to purchase the Membership Interest of the deceased Member. The purchase price shall be the greater of the amount determined under Section 7.3 or the amount of insurance proceeds received by the Company. The payment of the purchase price to the decedent's representatives or heirs shall be made within thirty (30) days following receipt of the insurance proceeds by the Company.

XII SALE OF A MEMBER'S INTEREST

12.1 **Provisions Restricting Sale of Membership Interests.** In the event a Member desires to sell, assign, or otherwise transfer his or her Membership Interest in the Company and has obtained a bona fide offer for the sale thereof made by some person not a Member of this Company, he or she shall first offer to sell, assign, or otherwise transfer the Membership Interest to the other Members at the price and on the same terms as previously offered him or her, and each of the other Members shall have the right to purchase his or her proportionate share of the selling Member's Membership Interest. If any Member does not desire to purchase the Membership Interest on such terms or at such price and the entire Membership Interest is not purchased by the other Members, no other Members may purchase any part of the Membership Interest, and the selling Member may then sell, assign, or otherwise transfer his or her entire Membership Interest in the Company to the person making the said offer at the price offered. The intent of this provision is to require that the entire Membership Interest of a Member be sold intact without fractionalization. A purchaser of a Membership Interest of the Company shall not become a Member and shall not participate in the management of the Company, without the unanimous consent of the non-selling Members, but shall be entitled to receive the share of profits, gains, losses, deductions, credits, and distributions to which the selling Member would be entitled.

12.2 **Transfers to Affiliates and Family.** Notwithstanding anything set forth in this Agreement to the contrary, any Member may at any time, and from time to time, transfer all, or any portion of, or any interest or rights in, the Member's Membership Interest to (i) any other Member, (ii) any member of the Member's Family, or (iii) any Affiliate of the Member. Any such Transferee shall be admitted as a Member and shall be entitled to exercise the rights of a Member. For the purposes of this provision, "*Family*" shall mean a Member's spouse, lineal ancestors, or descendants by birth or adoption, siblings, and trusts for the exclusive benefit of a Member or any of the foregoing individuals.

XIII MEMBER'S COVENANTS

13.1 **Member's Personal Debts.** In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

13.2 **Alienation of Membership Interest.** No Member shall, except as provided in Article XII, sell, assign, mortgage, or otherwise encumber his or her Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

XIV MISCELLANEOUS PROVISIONS

14.1 **Inurement.** This Operating Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrator, successors, and assigns, and each person entering into this Operating Agreement acknowledges that this Operating Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

14.2 **Modification.** This Operating Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the vote or consent of its Managers, and the Members.

14.3 **Severability.** The provisions of this Operating Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

14.4 **Governing Law.** This Operating Agreement and its terms are to be construed according to the laws of the State of Colorado.

14.5 **Counterparts.** This Operating Agreement has been executed in counterparts and each such counterpart shall be deemed an original of the Operating Agreement for all purposes.

IN WITNESS WHEREOF, executed on the day and year first above written.

MEMBERS:

Lyle L. Rumsey Trust No. 1

Linda M. Rumsey Trust No. 1

By: Lyle L. Rumsey
Lyle L. Rumsey, Trustee

By: Linda M. Rumsey
Linda M. Rumsey, Trustee

L&R Rumsey Land, LLC, a Colorado limited liability company

By: Lyle L. Rumsey
Lyle L. Rumsey Trust No. 1, Manager
By: Lyle L. Rumsey, Trustee

By: Randall Rumsey
Randall Rumsey, Manager

APPLICANT NARRATIVE

Variance Application Narrative
Existing Tower Replacement – Different/New Parcel

Industrial Tower West, LLC is currently requesting the approval of a Variance Application & Subdivision Exemption (separate application) for a 330' guyed tower on Parcel Number 129728000002. This tower would ultimately replace the existing 190' tower located at 6499 County Road 3, after construction is complete. L&R Rumsey Land, LLC is the current property owner who has an executed purchase agreement with Mountain Tower & Land, LLC for the proposed 6.57 acre parcel this tower will sit on. The proposed project complies with the Morgan County Comprehensive Plan as it does not specifically change this 2008 plan.

This request meets the Variance requirements set by Morgan County:

- A. The location of the proposed development will fall in line with the future development of Morgan County. The facility will offer much needed coverage to the roads and parcels surrounding the tower.
- B. Due to the nature of a guyed tower and the topography of this land, a variance is requested for the 330' height to establish seamless coverage for any wireless carrier that collocates onto the proposed tower.
- C. As Morgan County has a Variance process for any tower over a specific height limit, this tower variance request is following the rules and regulations of the County. The height needed eliminates the need for multiple other towers to provide the same coverage that this one tower will be providing.
- D. All on and off-site impacts have been reviewed and if any mitigations were needed, have been addressed. However, no off-site mitigations are believed to be required.
- E. The current development plans are compatible with the existing surrounding land uses.

The proposed facility conforms with the surrounding land uses as 90% of the existing use is agricultural. The tower will allow Viaero Wireless to continue to fill its gap in coverage to the surrounding area, while also providing the needed height for other telecom companies to do the same.

The land to be developed sits on a higher piece of land than the surrounding geographical features, with no potential hazards or areas of concern for any type of future development. The property is not in a floodplain or wetland, causing no adverse effects to the environment.

It is fully understood that any type of future development will need to adhere to the Morgan County Zoning Regulations. As the current Variance proposal follows all requirements and will have no impact to the surrounding land uses and ownerships, we request the approval of the submitted Variance application.

Kyle DeNardo

[REDACTED]

[REDACTED]

SITE PLAN/MAPS

PROOF OF OWNERSHIP

Current Title Insurance Commitment



EQUITY TITLE OF COLORADO

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

Date: December 9, 2024

Our File Number: 00057922 SB

C-1 – New Commitment

Re: L&R Rumsey Land, LLC / Mountain Tower & Land LLC

Property Address: Vacant Land Wiggins, CO 80654

Escrow Officer: Corri Barton

Escrow Assistant:

Title Officer: Shelly Butt

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Delivery List]

Listing Broker:

Gateway Realty LLC
105 E. Central Avenue Unit A
Wiggins, CO 80654
Attn: Glenn Neal
Ph: [REDACTED] Fax: (970) 483-7376
Email: [REDACTED]
SENT VIA EMAIL

Selling Broker:

Gateway Realty LLC
105 E. Central Avenue Unit A
Wiggins, CO 80654
Attn: Glenn Neal
Ph: [REDACTED] Fax: (970) 483-7376
Email: [REDACTED]
SENT VIA EMAIL

Seller:

L&R Rumsey Land, LLC
Email: [REDACTED]
SENT VIA [EMAIL]

Buyer:

Mountain Tower & Land LLC
Email: [REDACTED]
SENT VIA [EMAIL]

Copy To:

Industrial Tower West LLC
1224 West Platte Avenue
Fort Morgan, CO 80701
Attn: Kyle DeNardo
Email: [REDACTED]
SENT VIA EMAIL

Copy to:

Gateway Realty LLC
105 E. Central Avenue Unit A
Wiggins, CO 80654
Attn: Michelle AK Shaver
Ph: [REDACTED] Fax (970) 483-7376
Email: [REDACTED]
SENT VIA EMAIL



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

ISSUED BY

Stewart Title Guaranty Company - II

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:

Shelly R Butt

Authorized Countersignature

Equity Title Associates II, LLC

Company Name

Fort Morgan, CO 80701

City, State



Frederick H. Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

David Hisey
Secretary

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY’S RIGHT TO AMEND

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

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

5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PROFORMA POLICY

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

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY - II

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

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

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

Issuing Agent: Equity Title Associates II, LLC
Issuing Office: 520 Sherman Street, , Fort Morgan, CO 80701
ALTA® Universal ID: None
Loan ID Number:
Issuing Office File Number: 00057922-003-CB-SB
Property Address: Vacant Land, Wiggins, CO 80654

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Effective Date: **December 2, 2024**
2. Policy to be issued:
 - (a) **ALTA Extended Owner's Policy (7-1-21)**

Proposed Insured:	[Mountain Tower & Land LLC, a Colorado limited liability company]
Proposed Amount of Insurance:	\$115,500.00
The estate or interest to be insured:	[FEE SIMPLE]
 - (b) **None**

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

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

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TITLE PREMIUMS

Owner's Policy – [Basic Rate]	\$	710.00
Owner's Extended Coverage – Deletion of Exceptions 1-4	\$	65.00
Tax Certificate	\$	[10.00]
TOTAL	\$	\$ 785.00
Closing Protection Letter Fee (if applicable): \$25.00		

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

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EXHIBIT A LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter (NW ¼) of Section 28, Township 2 North, Range 60 West of the 6th P.M., Morgan County, Colorado, described as follows:

COMMENCING at the Northwest corner of said NW ¼, said point being the true point of beginning;
THENCE North 88°52'36" East on the North line of said NW ¼ for a distance of 535.00 feet;
THENCE South 00°56'41" East and parallel to the West line of said NW ¼ for a distance of 535.00 feet;
THENCE South 88°52'36" West for a distance of 535.00 feet to a point on the West line of said NW ¼;
THENCE North 00°56'41" West for a distance of 535.00 feet to the true point of beginning;

County of Morgan, State of Colorado.

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

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SCHEDULE B – PART I REQUIREMENTS

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - i. **Warranty Deed satisfactory to the Company, from L&R Rumsey Land, LLC, vesting fee simple title in and to Mountain Tower & Land LLC, a Colorado limited liability company.**
- E. **Receipt by the Company of the following documentation for L&R Rumsey Land, LLC:**
 - 1. **Operating Agreement, and all amendments thereto, if any.**
 - 2. **By-laws, and all amendments thereto, if any.**
- F. **Receipt by the Company of the following documentation for Mountain Tower & Land LLC, a Colorado limited liability company:**
 - 1. **Operating Agreement, and all amendments thereto, if any.**
 - 2. **By-laws, and all amendments thereto, if any.**
- G. **Recordation of a Statement of Authority for L&R Rumsey Land, LLC.**
- H. **Recordation of a Statement of Authority for Mountain Tower & Land LLC, a Colorado limited liability company.**
- I. **Recordation of the Land Survey Plat, certified to Equity Title Associates II, LLC and to Stewart Title Guaranty Company, and in form and content satisfactory to the Company.**

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
- J. Receipt by the Company of a satisfactory Final Affidavit, executed by L&R Rumsey Land, LLC.
- K. Receipt by the Company of a satisfactory Final Affidavit, executed by Mountain Tower & Land LLC.
- L. Payment of all taxes and assessments now due and payable.

END OF SCHEDULE B – Part I

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SCHEDULE B – PART II EXCEPTIONS

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

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Upon receipt of [a satisfactory survey and] [final affidavits], as shown in Schedule B - Section 1, Exceptions 1 through 4 will not appear on the Lender's Policy (if any) to be issued hereunder.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date of which all of the Schedule B, Part I - Requirements are met.

NOTE: Provided Equity Title Associates II, LLC conducts the closing of this transaction, Exception 5 will be deleted.

6. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2024 and subsequent years, a lien, not yet due or payable."

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated January 7, 1919, as Patent No. [657654](#).
9. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, as set forth in the Order, recorded May 6, 1907, as Reception No. [25157](#).
10. Morgan County Road I, as presently in existence.

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

11. An Oil and Gas Lease, from William Epple Jr. and Bernice Epple, as Lessor(s) to Frank W. Winegar, as Lessee(s), dated August 4, 1950, recorded September 18, 1950, as Reception No. [360883](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded July 5, 1953, as Reception No. [388402](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. An Oil and Gas Lease, from William Epple, Jr. and Bernice E. Epple, as Lessor(s) to Robert D. St. John, as Lessee(s), dated August 29, 1966, recorded April 10, 1967, as Reception No. [541826](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Terms and conditions as set forth in the Notice of County Zoning Resolution, recorded July 20, 1972, as Reception No. [573931](#).
15. Reservation of mineral interests, as set out and described in Deed, recorded April 30, 1976, as Reception No. [603039](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Terms and conditions as set forth in the Decree, recorded December 7, 1976, as Reception No. [608748](#).
17. An Oil and Gas Lease, from Smits Farms, Inc., as Lessor(s) to Energy Minerals Corporation, as Lessee(s), dated October 18, 1977, recorded March 11, 1978, as Reception No. [620322](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. Terms and conditions as set forth in the Memorandum of Gas Storage Lease Agreement, recorded January 8, 1980, as Reception No. [638682](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. Reservation of mineral interests, as set out and described in Deed, recorded April 8, 2004, as Reception No. [816892](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. Terms and conditions as set forth in the Memorandum of Option Agreement, recorded June 8, 2022, as Reception No. [941087](#).
 - First Amendment to Solar Lease Option Agreement, recorded June 27, 2023, as Reception No. [946958](#).
21. All matters revealed and as shown on the Land Survey Plat, dated November 27, 2024 as Job # 2024-060, (Not yet recorded)

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

22. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded Leases and Tenancies.
23. 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](#).
 - Amendment recorded March 23, 1983, in [Book 840 at Page 431](#).
 - c.) Morgan County REA, recorded January 22, 1982, in [Book 825 at Page 656](#).
 - d.) Wiggins Telephone Association, recorded October 9, 1992, in [Book 947 at Page 824](#).

END OF SCHEDULE B – PART II

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

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DISCLOSURES

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

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

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

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

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

**Orange Coast Title Family of Companies
PRIVACY POLICY**

We are committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Your California Rights (see attachments) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. Only applies to CA residents

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Other Important Information

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

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

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

Your California Rights

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

Right to Know

You have the right to know:

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

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

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

Right of Deletion

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

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

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

Right to Opt-Out

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

Right of Non-Discrimination

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

California Minors

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

Collection Notice

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

Categories of Personal Information Collected

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

- real name
- signature
- alias
- SSN
- physical characteristics or description, including
- protected characteristics under federal or state law
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number

- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Categories of Sources

Categories of sources from which we've collected personal information include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected personal information include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared personal information include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the personal information of minors under sixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- | | | |
|---|------------------------------------|--|
| • real name | • address | • credit card number |
| • Signature | • telephone number | • debit card number |
| • Alias | • passport number | • financial account numbers |
| • SSN | • driver's license number | • commercial information |
| • physical characteristics or description, including protected characteristics under federal or state law | • state identification card number | • professional or employment information |
| | • IP address | |
| | • policy number | |
| | • file number | |
| | • employment history | |
| | • bank account number | |

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866)

241-7373

Email Us at dataprivacy@octitle.com

Revised on 1/24/2020 / Effective on 1/1/2020

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company - II and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. We do not control their subsequent use of information, and suggest you refer to their privacy notices.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company - II, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY AFFIXED
HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)**

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

ACCESS

Driveway Permit



Approved Driveway Access Permit
Morgan County, Colorado

Driveway Access Code:	DRVI-1.036-S-1	Date:	12-23-24
Property Owner (Permittee):			
Name:	L&R Rumsey Land LLC		
Address:	1131 CO RD I		
Address:			
City:	Wiggins	State:	CO Zip Code: 80654
Phone:		Email:	[REDACTED]
Agent of Property Owner (If Applicable)			
Name:	Industrial Tower West LLC (Kyle DeNardo)		
Address:	2825 E Beaver Ave.		
Address:			
City:	Fort Morgan	State:	CO Zip Code: 80701
Phone:		Email:	[REDACTED]
Parcel Number:	129728000002		
Legal Description:	S: 28 T:2 R:60 W ½ W ½		
GPS Coordinates at the Centerline of Driveway:		Latitude:	40.116855
		Longitude:	-104.112137
Access onto County Road:	MCR 1	Due to the location of the driveway, a "Hidden Entrance" sign will need to be purchased and installed.	
Driveway Type:	X	New	Existing
Maximum Width of Approved Driveway is:	40	FEET	
Culvert Required:	No	Yes	If Yes, Required Size is: Inch

If a culvert is not required at the time of permit issuance but future conditions deem one necessary, the cost of said culvert may be at the property owner's expense.

The above identified driveway has been approved by Morgan County Road and Bridge Department pursuant to all terms and conditions outlined in the Application for Driveway Access Permit are adhered to. Failure to comply with these term and conditions may result in this permit being revoked and/or the driveway being removed at permittee's expense. This permit is valid only for the one driveway access identified above. Construction of said driveway may proceed.

Morgan County, Colorado
Public Works Department

James Rehn

Authorized Morgan County Agent Signature

12-24-24

Date



Application for Driveway Access Permit
Morgan County, Colorado

Instructions for Completing and Submitting Application

1. **Property Owner (Permittee):** Please provide the full name, mailing address, telephone number and email address (if available) of the legal property owner. The provided telephone number should be one where the Permittee can be reached during business hours Monday through Friday, 8:00 a.m. to 4:00 p.m. MDT.
2. **Agent of Permittee:** If the applicant (person or company completing this application) is different from the legal property owner (Permittee), provide entity name (if applicable), the full name of the person serving as the agent, mailing address, telephone number, and email address (if available). The provided telephone number should be one where the Agent can be reached during business hours Monday through Friday, 8:00 a.m. to 4:00 p.m. MDT. *Please provide documentation you are an agent of property owner.*
3. **Legal Description of property:** Provide the legal description to the full extent that applies for the property to be accessed by the requested driveway. Include the Assessor parcel number. This information is available through the County Assessor or Clerk and Records office or on your property deed(s).
4. **Road Access:** Complete the information on the County Road that will be accessed by this proposed driveway.
5. **New or Existing Driveway:** Complete the information for the driveway type.
New Driveways:
 - In determining location for the proposed driveway, take into account: line of site distances, relationship to road intersections, and relationship to crests of hills.
 - Please indicate the desired width of the new requested driveway.
 - If possible, provide a map showing the desired location of the proposed driveway.
 - ***The proposed area for the new driveway must be clearly marked with flagged stakes on each side of the proposed area. Please have the location marked as indicated prior to submitting application.***
6. Initial the bottom of page two (2) in the provided location indicating that you have read and understand the terms and conditions.
7. Signature Section must be signed and dated by the property owner or agent. *Applications will not be processed until they are fully completed, initialed, signed and submitted, along with any additional required documents.*
8. **Submittal of Application:** Please submit application and all corresponding paperwork to:
By mail or in person: Morgan County Road and Bridge Department
P.O. Box 516
17303 County Road S
Fort Morgan, CO 80701
By Email to: rbmorganc@co.morgan.co.us

Application for Driveway Access Permit
Morgan County, Colorado

Terms and Conditions

1. The granting of this permit application is for one (1) property access across the county right of way onto a county road. The access must not exceed the approved width defined on the approved permit. Additional accesses crossing the right of way must be applied for separately.
2. If this access is to be onto an access/travelling easement, then a copy of the easement, recorded plat or use agreement must accompany this application.
3. The granting of a driveway access permit by Morgan County is only for the purpose of crossing the right of way under the counties jurisdiction. It is the permittee's responsibility to identify and obtain permissions to cross any other easements, covenants, right of ways or private agreements that may exist.
4. If the access request is onto any Federal or State lands, you must provide the names and contact information for the relevant agencies and attach a copy of the authorization for the property use.
5. All property owners/agents are responsible for any damages that may occur to the county road or right of way during installation of said driveway.
6. The construction and all costs associated with the construction of the driveway are the responsibility of the property owner/agent. The construction cannot exceed the defined width and must include any specified culverts required as defined in the approved permit. Culverts may be purchased from anywhere, however they must be approved by the county prior to installation. Culverts may also be purchased from Morgan County Road and Bridge.
7. If a culvert is required, it is for use by Morgan County to protect the road and right of way. Morgan County retains the right to utilize the culvert in any way it deems necessary.
8. If a culvert is not required at the time of permit issuance, however, in the future a culvert is deemed necessary, the cost of said culvert may be at the property owner's expense.
9. Inside the county right of way, the driveway may only consist of the travelling surface to access the property. No other structures or appurtenances may be placed in the right of way (*examples: columns, walls, fencing, large rocks, etc.*). The only exception to this requirement is mailboxes.
10. During the construction of an approved driveway, it is the responsibility of the property owner/agent and/or their contractor to insure safety to the travelling public. This could include the use of signs, cones and/or traffic control as necessary.
11. All repairs, maintenance and costs associated with said driveway are the responsibility of the property owner/agent.
12. Morgan County is not responsible for any damages to the driveway caused by normal maintenance operations, including but not limited to mowing, grading, and snowplowing.
13. The property owner/agent agrees to hold harmless, indemnify, and defend Morgan County from any claim of any person arising from the installation, use, maintenance, or removal of the driveway in the county right of way.
14. The terms, conditions and requirements defined in this application and subsequent approved permit will remain valid through any future sales, transfer of ownership or assignments of the property defined in this driveway application.

RRR Please Initial that you have read and understand the terms and conditions outlined on this page.

Application for Driveway Access Permit
Morgan County, Colorado

1. Property Owner (Permittee):

Name: L&R Rumsey Land LLC

Address: 1131 CO Rd I

City/State/Zip Code: Wiggins, CO 80654

Phone ()

Email:

2. Agent of Property Owner (If Applicable)

Company/Individual Name Industrial Tower West, LLC

Contact Name (If Applicable) Kyle DeNardo

Address: 2825 E Beaver Ave

City/State/Zip Code: Fort Morgan, CO 80107

Phone ()

Email:

3. Legal Description:

A parcel of land in the NW4 of Section 28, Township 2 North, Range 60 West

Parcel Number: 129728000002

4. Road Access:

Access onto County Road 1 (Circle Direction) North / South / East / West of County Road 3

5. Driveway Type: (Check One) **New Driveway

Existing Driveway

Desired width of New Driveway 20' Feet.

**If this is a new driveway location, please place flagged stake marker on each side of the requested driveway location.

I have read the instructions, terms and conditions outlined in this Driveway Access Permit Application, and agree to all terms and conditions outlined therein, furthermore, I understand no liability is assumed by the County of Morgan, Colorado or its agents by issuance of a permit for this application and all costs, present and future, associated with the access provided by an Approved Driveway Access Permit are the responsibility of the property owner/agent and or any future assignees. The applicant declares the information provided are true and complete to the best of their knowledge.

Kyle DeNardo

Property Owner/Agent Signature

12/10/2024

Date

Submit Completed Application and All Supporting Documents to:

Morgan County Road and Bridge Department

P.O. Box 516

17303 County Road S

Fort Morgan, CO 80701

Or by Email to: rbmorganc@co.morgan.co.us

Phone: (970) 542-3560 Fax: (970) 542-3569

For Office Use only below this line

Determination: Approved Denied (Reason for Denial):

GPS Coordinates, Centerline of Driveway in relation to road:

Latitude: 40.116855

Maximum Width of Driveway: 40 Feet

Longitude: -104.112137

Culvert Required: YES / NO If Yes, Size: _____

Closest Intersecting Road 1 Measurement from Closest Intersecting Road 5471 Feet

Driveway Access Code: DRVI-1.036-S-1

Completed By: *[Signature]*

Date: 12-23-24

Morgan County Property Card

Parcel Number: 1297-280-00-002

Account Number: R013097

Property

Address

Physical

Acres: 160 Land Sq Ft: 5,790

Property Class GRAZING LAND, FARM/RANCH
WASTE LAND

Zoning

Value

Planning: A	Assessed	Actual
Assessor: 4147, 4167	Land: \$1,530	\$5,790
	Imp: \$0	\$0

Legal Description

Block: Lot:
 PLSS: 02N 60W 028
 Boundary: W1/2W1/2
 Legal: S: 28 T: 2 R: 60 W1/2W1/2

Owner

Name: RUMSEY, L&R LAND LLC
 Address: 1131 CO RD I
 WIGGINS, CO 80654

District 303

Taxing Authorities

School District: School District RE-50 Fire Protection District: Wiggins Fire
 Water Districts: No Kiowa Bijou Management Special Districts:

Voting Districts

House District: 63 Congressional District: 4 Precinct: 1
 Sentate District 1 Commissioner District: 1 Town: --

Other

Subdivision: Neighborhood: Condo:

Sales

Most Recent Sale

Sale Date: 4/8/2004 Document Type: WARRANTY DEE Deed Type: WTIC
 Sale Price: 1700000 Document Number: 816892
 Grantor: SMITS FARMS INC
 Grantee: RUMSEY FAMILY LIMITED PARTNERSHIP &
 Remarks: RUMSEY FAMILY - UNDIVIDED 91.648% LYLE L
 RUMSEY - UNDIVIDED 8.352%

ADDITIONAL APPLICATION INFORMATION

FAA Submission Confirmation

Construction Plans

Mineral Interest

Tax Account Statement



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: INDUS-000910447-25

Sponsor: Industrial Tower West, LLC

Details for Case : Hoyt, CO

[Show Project Summary](#)

Case Status

ASN: 2025-ANM-695-OE

Status: Accepted

Public Comments: None

Date Accepted: 02/06/2025

Date Determined:

Letters: None

Documents: 02/06/2025 HOYT REPLACEMENT ...

Project Documents:
None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

if Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

**For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: TOWER | Antenna Tower

Structure Name: Hoyt, CO

FDC NOTAM:

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 40° 6' 58.21" N

Longitude: 104° 6' 42.45" W

Horizontal Datum: NAD83

Site Elevation (SE): 4773 (nearest foot) PASSED

Structure Height (AGL): 330 (nearest foot)

Current Height (AGL): (nearest foot)

** For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Minimum Operating Height (AGL): (nearest foot)

** For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.*

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Wiggins

Nearest State: Colorado

Description of Location: South of Rd H and east of CR 3.

On the Project Summary page upload any certified survey.

Description of Proposal: Construction of a 330' replacement guyed tower for telecommunication purposes.

Proposed Frequency Bands

Low Freq	High Freq	Freq Unit	ERP	ERP Unit
6	7	GHz	55	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	55	dBW
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
824	849	MHz	500	W
869	894	MHz	500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W



**SITE NAME:
HOYT REPLACEMENT TOWER**

SITE ADDRESS: TBD
CITY, STATE, ZIP: TBD
COUNTY: MORGAN



2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

SITE ACQUISITION AND ZONING

KYLE DENARDO
2825 E. BEAVER AVE.
FORT MORGAN, CO 80701

PRESIDENT OF INDUSTRIAL TOWER WEST
JON J. BECKER
2825 E. BEAVER AVE.
FORT MORGAN, CO 80701

DIRECTOR OF CONSTRUCTION
JOHN ROBISON
2825 E. BEAVER AVE.
FORT MORGAN, CO 80701

SITE/FACILITIES MAINTENANCE PROGRAM MANAGER

JOE DILKS
2825 E. BEAVER AVE.
FORT MORGAN, CO 80701

CONSTRUCTION MANAGER FOUNDATIONS
MIKE GARCIA
2825 E. BEAVER AVE.
FORT MORGAN, CO 80701

CONTACTS

REV	DATE	ISSUED FOR:
C	12/12/24	ADDED ACCESS ROAD
B	12/12/24	ADDED CO-LOCATES

DRAWN BY: _____ CHECKED BY: _____

SEAL:

SHEET NUMBER: _____ REVISION: _____

T-1

APPROVALS

DEPARTMENT	NAME / SIGNATURE	DATE
SITE ACQUISITION SPECIALIST		
SITE ACQUISITION DIRECTOR		
TOWER CM		
VIAERO RF		
PROPERTY OWNER		

SHEET	DESCRIPTION
T-1	TITLE SHEET
A-1	SITE PLAN
A-2	COMPOUND LAYOUT
A-3	TOWER ELEVATION WEST
A-4	TOWER ELEVATION SOUTH
E-1	GROUND RING
E-2	GUY GROUNDING
E-3	GROUNDING TABLE
E-4	ELECTRICAL WIRING DIAGRAM
S-1	BUILDING AND GENERATOR FOUNDATIONS
S-2	CHAIN LINK FENCE

INDEX OF SHEETS

- THIS PROJECT CONSISTS OF:
- PROPERTY IS NEW SUBCARRIER SITE IN THE STATE OF CO.
 - INSTALL NEW 330' ± GUYED TOWER
 - STRUCTURE WITH CO-LOCATABLE SPACE.
 - INSTALLATION OF - (2) MICROWAVE DISH
 - INSTALLATION OF - (6) ANTENNA
 - INSTALLATION OF - (6) RADIOS
 - INSTALLATION OF - (1) 10'WX20'L BUILDING
 - INSTALLATION OF - (1) 60KW STANDBY GENERATOR
 - INSTALLATION OF - (1) 1000 GALLON PROPANE TANK
 - CONNECTION TO NEAR BY POWER AND TELEPHONE UTILITIES.
 - VARIOUS CONDUIT RUNS TO CONNECT UTILITIES TO EQUIPMENT.

SCOPE OF WORK



LOCATION MAP

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 60 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO.

DIRECTIONS

CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING

NEBRASKA
(800) 331-5666 OR 811
COLORADO
(800) 922-1987 OR 811
KANSAS
(888) 344-7233 OR 811
WYOMING
(800) 849-2476 OR 811

EMERGENCY:

CALL 911



LEGAL DESCRIPTION

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- | | |
|---|--|
| 1. INTERNATIONAL BUILDING CODE (2018 EDITION) | 4. NATIONAL ELECTRIC CODE (2020 EDITION) |
| 2. INTERNATIONAL CODE COUNCIL | 5. CITY/COUNTY ORD. |
| 3. ANSI/TIA/EIA-222-G | 6. COUNTY REGIONAL |

CODE COMPLIANCE

LEGAL ADDRESS (E911): TBD
TBD

LATITUDE (NAD83): N 40° 6' 58.22"
LONGITUDE (NAD83): W 104° 6' 42.51"

GROUND ELEVATION (NAVD88): TBD' (AMSL)

ZONING JURISDICTION: MORGAN COUNTY, CO

ZONING DISTRICT: AGRICULTURAL

PARCEL / MAP NUMBER: TBD

PROPERTY OWNER:

STRUCTURE TYPE: GUYED TOWER

STRUCTURE HEIGHT: 330'-0"

POWER PROVIDER:

SITE INFORMATION

APPLICANT: INDUSTRIAL TOWER WEST
2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

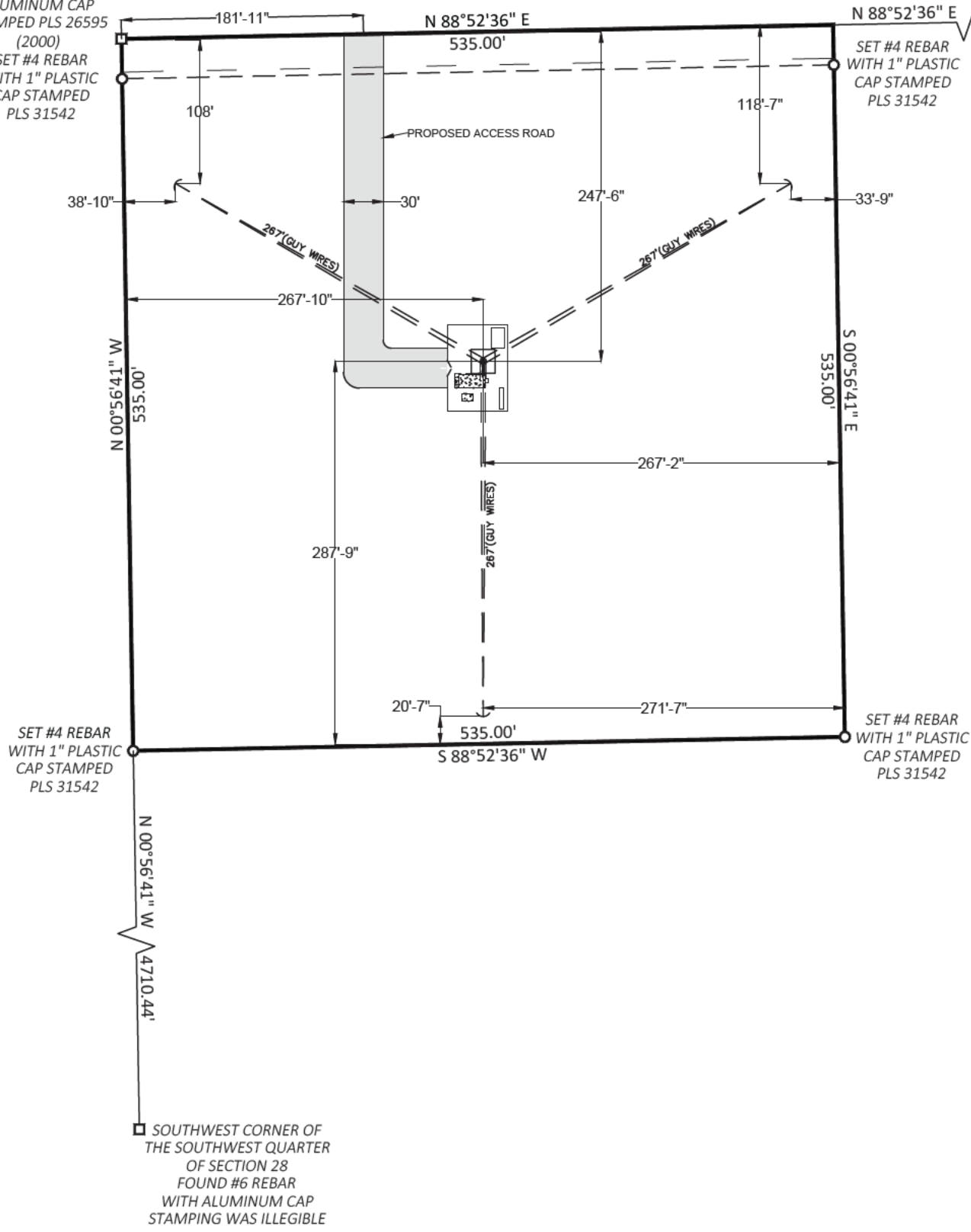
SITE MANAGER: INDUSTRIAL TOWER WEST
2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

SITE INFORMATION

NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 28 FOUND #6 REBAR WITH ALUMINUM CAP STAMPED PLS 26595 (2000) SET #4 REBAR WITH 1" PLASTIC CAP STAMPED PLS 31542

MORGAN COUNTY ROAD "I"

WEST 1/16 CORNER OF SECTION 28 FOUND #6 REBAR WITH ALUMINUM CAP STAMPED PLS 38824 (2023)



SET #4 REBAR WITH 1" PLASTIC CAP STAMPED PLS 31542

SET #4 REBAR WITH 1" PLASTIC CAP STAMPED PLS 31542

SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28 FOUND #6 REBAR WITH ALUMINUM CAP STAMPING WAS ILLEGIBLE

LEGEND

- PROPOSED 330' GUYED TOWER
- MONUMENT SET AS NOTED HEREON
- MONUMENT FOUND AS NOTED HEREON
- SURVEY BOUNDARY
- OVERHEAD POWER LINES
- COUNTY ROAD RIGHT OF WAY LINES



2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)

SEAL:

REV	DATE	ISSUED FOR:

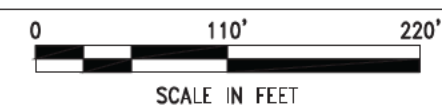
DRAWN BY: _____ CHECKED BY: _____

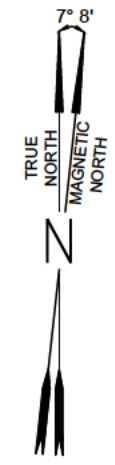
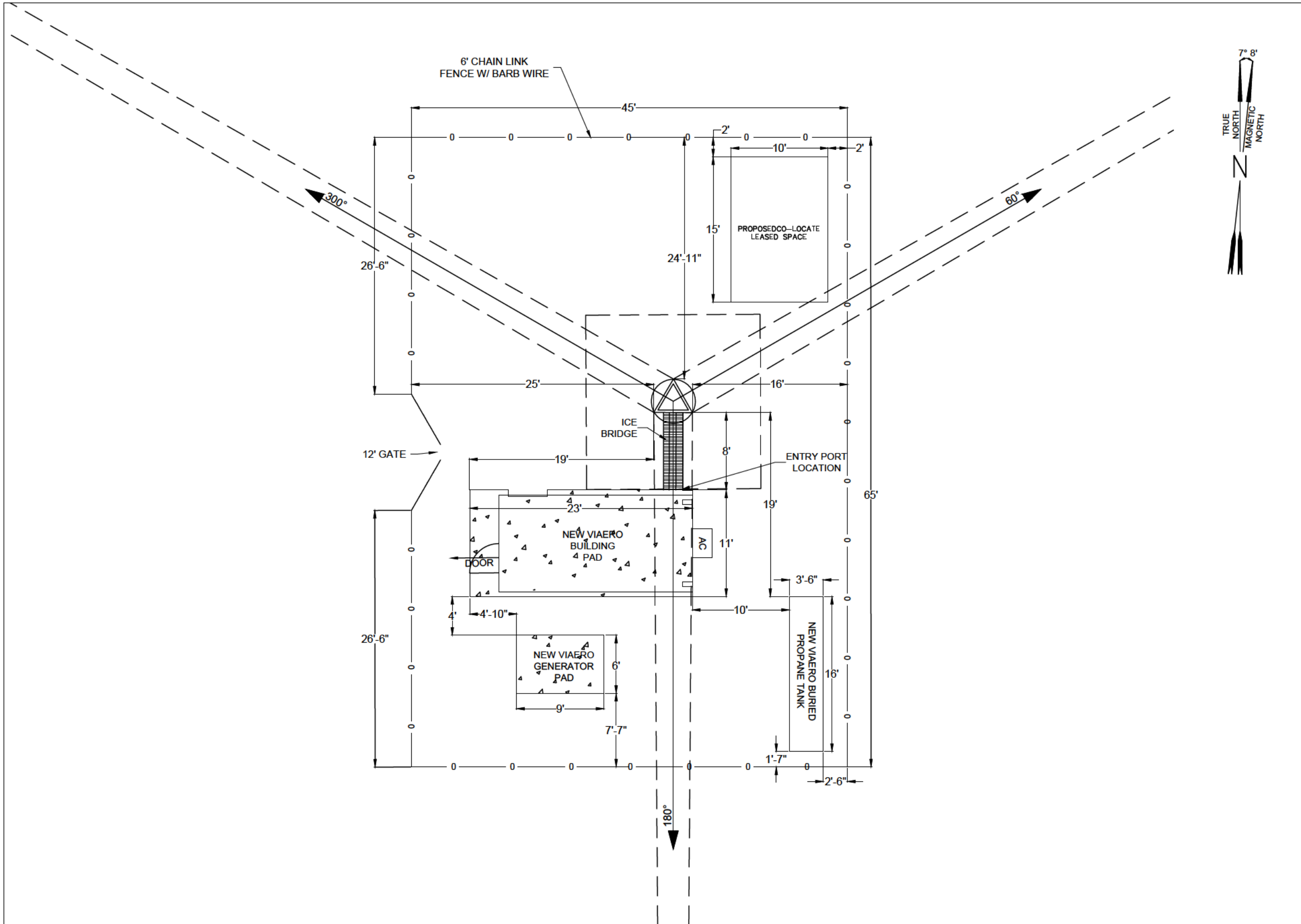
SHEET TITLE:

SITE PLAN

SHEET NUMBER: **A-1** REVISION: _____

SITE PLAN DETAIL:
SCALE: 1"=110'





2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)

SEAL:

REV	DATE	ISSUED FOR:

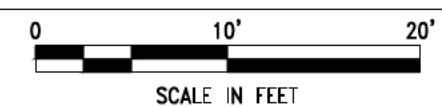
DRAWN BY: _____ CHECKED BY: _____

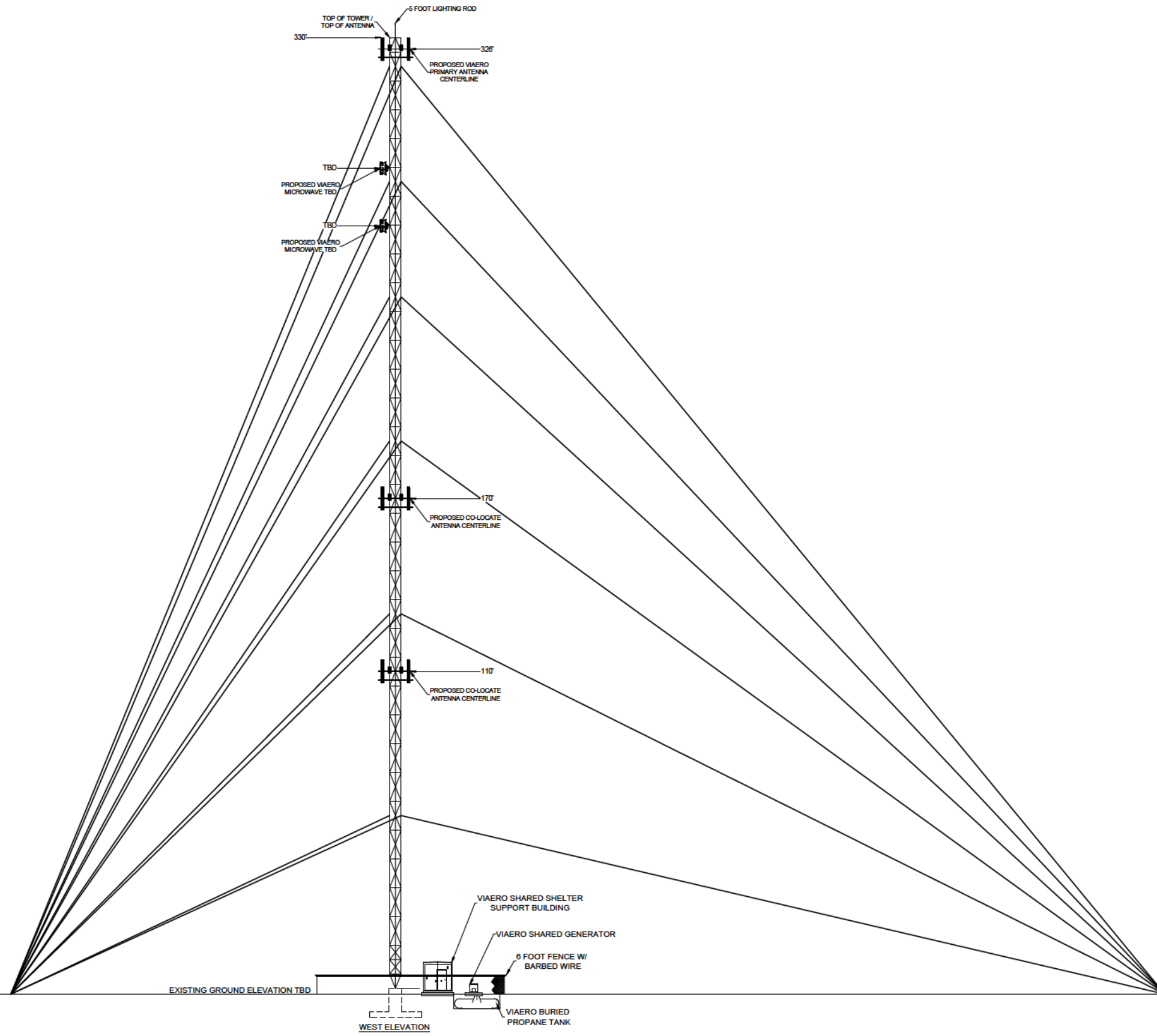
SHEET TITLE:

COMPOUND LAYOUT

SHEET NUMBER: **A-2** REVISION: _____

COMPOUND LAYOUT DETAIL:
SCALE: 1"=10'





2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)

SEAL:

REV	DATE	ISSUED FOR:

DRAWN BY: _____ CHECKED BY: _____

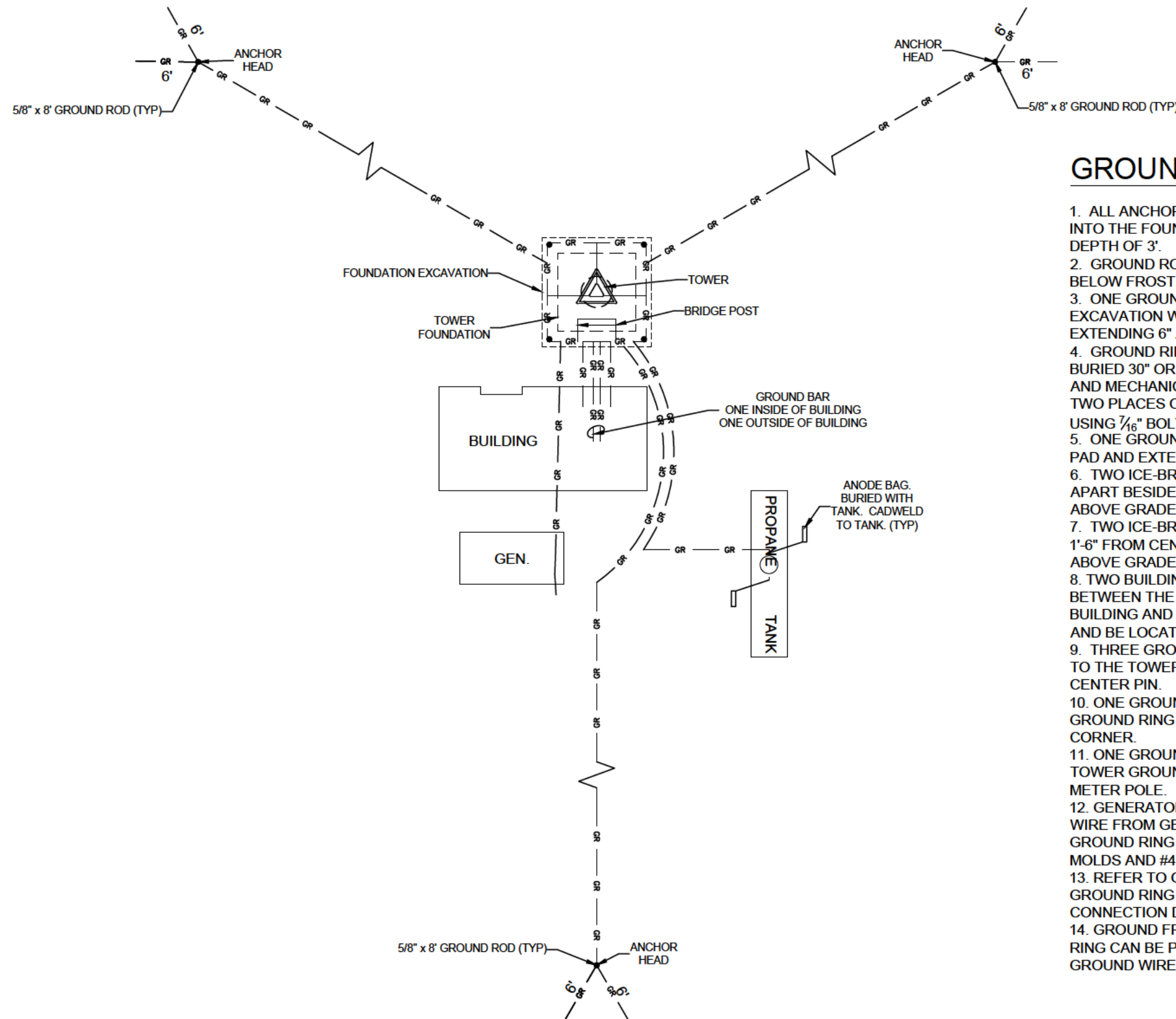
SHEET TITLE:
TOWER WEST ELEVATION

SHEET NUMBER: **A-3** REVISION: _____

TOWER WEST ELEVATION DETAIL:
SCALE: N.T.S.

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)



GROUNDING NOTES

1. ALL ANCHORS ARE TO BE GROUNDED AND TIED INTO THE FOUNDATION EXCAVATION TRENCH AT A DEPTH OF 3'.
2. GROUND RODS ARE TO BE DRIVEN 30" OR 6" BELOW FROST - NEC 250.53(F).
3. ONE GROUND IN EACH CORNER OF CENTER PIN EXCAVATION WITH THE 4 GROUNDING RODS EXTENDING 6" ABOVE FOUNDATION BOTTOM.
4. GROUND RING TO BE #2 TINNED COPPER BURIED 30" OR 6" BELOW FROST - NEC 250.53(F) AND MECHANICALLY FASTED TO TOWER BASE AT TWO PLACES ON OPPOSITE TABS (BASE PLATES) USING 7/16" BOLTS AND NUTS WITH CRIMPERS.
5. ONE GROUND WIRE TO GO TO THE GENERATOR PAD AND EXTEND 2' PAST OPPOSITE SIDE OF PAD.
6. TWO ICE-BRIDGE GROUND WIRES SHALL RISE 4' APART BESIDE BUILDING PAD AND EXTEND 2' ABOVE GRADE.
7. TWO ICE-BRIDGE GROUND WIRES SHALL RISE 1'-6" FROM CENTER PIN AND SHALL EXTEND 2' ABOVE GRADE AND BE LOCATED 4' APART.
8. TWO BUILDING GROUND WIRES SHALL RISE BETWEEN THE ICE-BRIDGE GROUND WIRES BESIDE BUILDING AND SHALL EXTEND 8' ABOVE GRADE AND BE LOCATED SIDE BY SIDE.
9. THREE GROUND WIRES SHALL TIE THE TOWER TO THE TOWER RING WITH TIE AT 2'-6" ABOVE CENTER PIN.
10. ONE GROUND WIRE FROM THE TOWER GROUND RING WILL EXTEND TO EACH FENCE CORNER.
11. ONE GROUND WIRE WILL EXTEND FROM THE TOWER GROUND RING TO THE NEW SERVICE METER POLE.
12. GENERATOR GROUND IS #2 TINNED COPPER WIRE FROM GENERATOR GROUND LUG TO THE GROUND RING AND CAD WELDED USING #45 T MOLDS AND #45 SHOTS.
13. REFER TO GROUNDING TABLE ON SHEET 2 OF GROUND RING CONFIGURATION DRAWING FOR ALL CONNECTION DETAILS.
14. GROUND FROM PROPANE TANK TO GROUND RING CAN BE PLACED IN TRENCH WITH GUY GROUND WIRE.

GROUND RING DETAIL:

SCALE: N.T.S.

SEAL:

REV	DATE	ISSUED FOR:

DRAWN BY: _____ CHECKED BY: _____

SHEET TITLE:
GROUND RING

SHEET NUMBER: **E-1** REVISION: _____

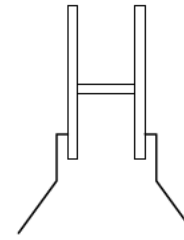


2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)

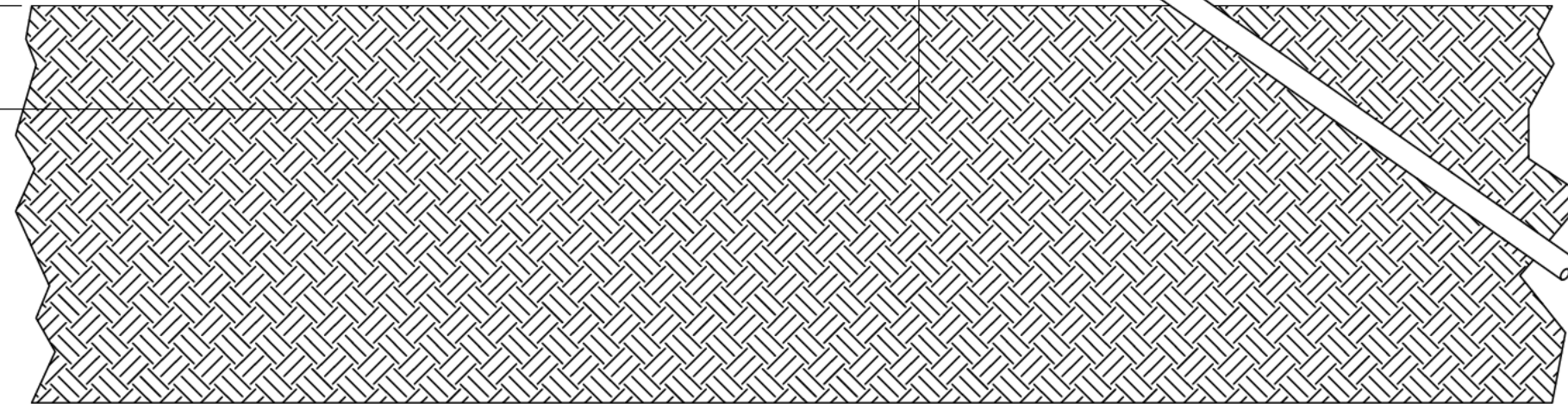
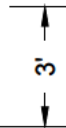
DUAL ANCHOR HEAD
FRONT VIEW



#2 TINNED COPPER RUN APPROXIMATELY 5' AND MECHANICALLY FASTENED TO HEAD USING $\frac{7}{16}$ " BOLT AND NUT WITH CRIMPER. HEAD TO BE GROUND TO ELIMINATE GALVANIZING IN AREA IMMEDIATELY AROUND BOLT HOLE AND SPRAYED WITH COLD GALVANIZING PAINT AFTER CONNECTION. DIRECT RUN TO GROUND RING.

#2 TINNED COPPER DIRECT RUN GROUND ROD.

#2 TINNED COPPER DIRECT RUN GROUND RING.



NOTES:

1. BOTH SIDES OF THE ANCHOR HEAD ARE TO BE GROUNDED WITH #2 TINNED COPPER WIRE. EACH WIRE IS MECHANICALLY FASTENED TO THE HEAD USING $\frac{7}{16}$ " BOLT AND NUT WITH CRIMPER.
2. NON-FIBROUS ASPHALT ROOF COATING SHALL BE APPLIED TO ALL ANCHOR ROD SURFACES EXPOSED TO SOIL.

SEAL:

REV	DATE	ISSUED FOR:

DRAWN BY: _____ CHECKED BY: _____

SHEET TITLE:

GUY
GROUNDING

SHEET NUMBER: _____ REVISION: _____

E-2

GUY GROUNDING DETAIL:

SCALE: N.T.S.



2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)

TABLE 1 GUYED TOWER GROUNDING CONNECTIONS

FROM	TO	CONNECTION TYPE
GROUND RING CADWELED	TOWER BASE 1	CADWELD
GROUND RING CADWELDED	TOWER BASE 2	CADWELD
GROUND RING CADWELDED	GENERATOR GROUND LUG	2 HOLE LUG
GROUND RING CADWELED	AC BUILDING ENTRY	CADWELD
GROUND RING CADWELED	OUTSIDE COAX GROUND BUS BAR	CADWELD
GROUND RING CADWELED	INSIDE MASTER GROUND BAR	2 HOLE LUG
GROUND RING CADWELED	NW ANCHOR HEAD	2 HOLE LUG
GROUND RING CADWELED	S ANCHOR HEAD	2 HOLE LUG
GROUND RING CADWELDED	NE ANCHOR HEAD	2 HOLE LUG
GROUND RING CADWELED	SW BUILDING SKID	CADWELD
GROUND RING CADWELED	NE BUILDING SKID	CADWELD

SEAL:

REV	DATE	ISSUED FOR:

DRAWN BY:	CHECKED BY:

SHEET TITLE:
**GROUNDING
TABLE**

SHEET NUMBER:	REVISION:
E-3	

GROUNDING TABLE DETAIL:

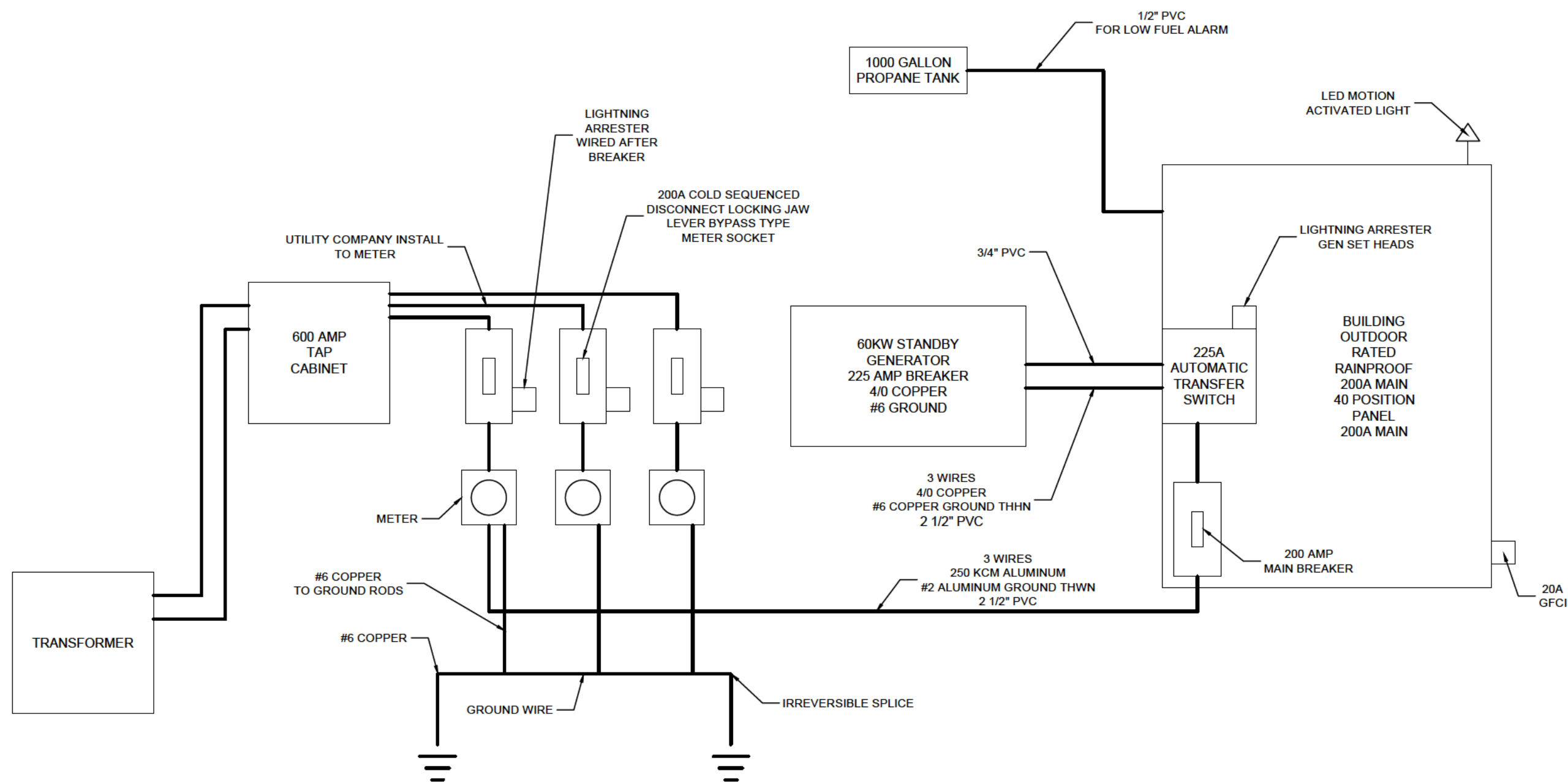
SCALE: N.T.S.



2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)



SEAL:

REV	DATE	ISSUED FOR:

DRAWN BY: CHECKED BY:

SHEET TITLE:

**ELECTRICAL
WIRING DIAGRAM**

SHEET NUMBER: REVISION:

E-4

ELECTRICAL WIRING DETAIL:

SCALE: N.T.S



2825 E. BEAVER AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)

SEAL:

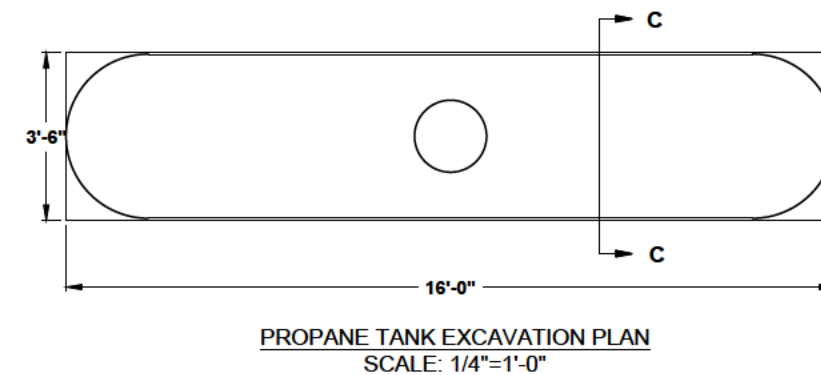
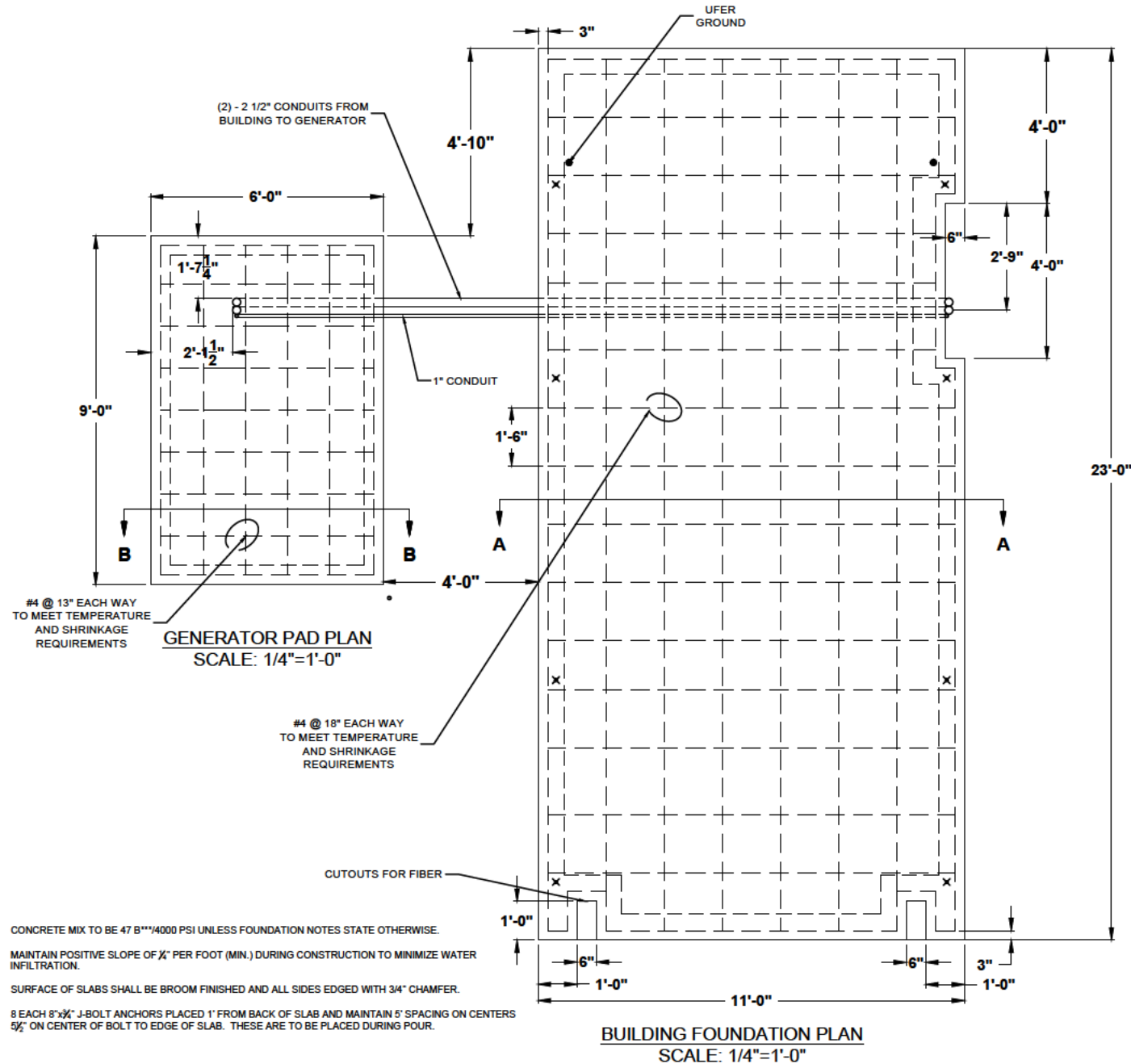
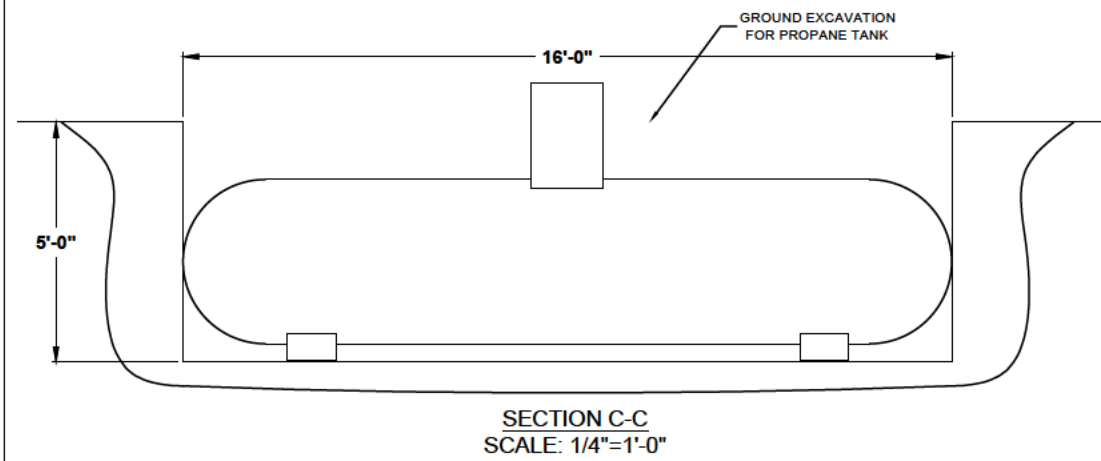
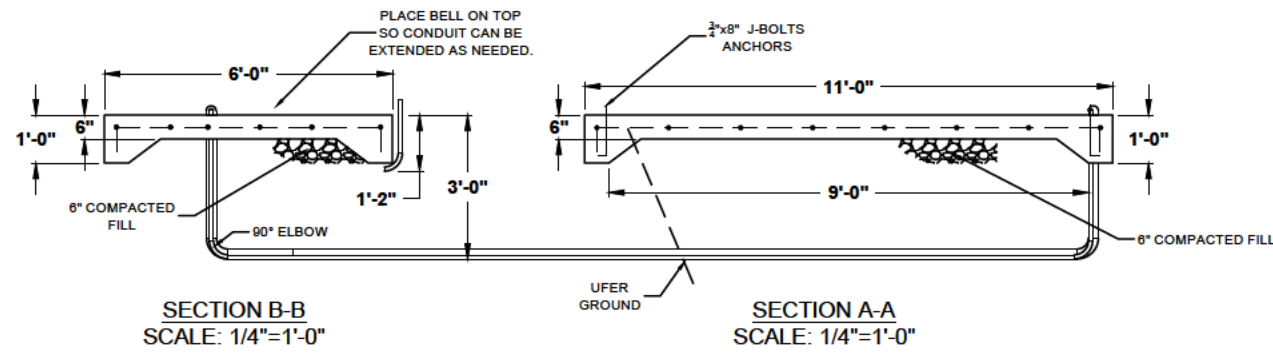
REV	DATE	ISSUED FOR:

DRAWN BY: _____ CHECKED BY: _____

SHEET TITLE:
**BUILDING
AND GENERATOR
FOUNDATIONS**

SHEET NUMBER: _____ REVISION: _____

S-1

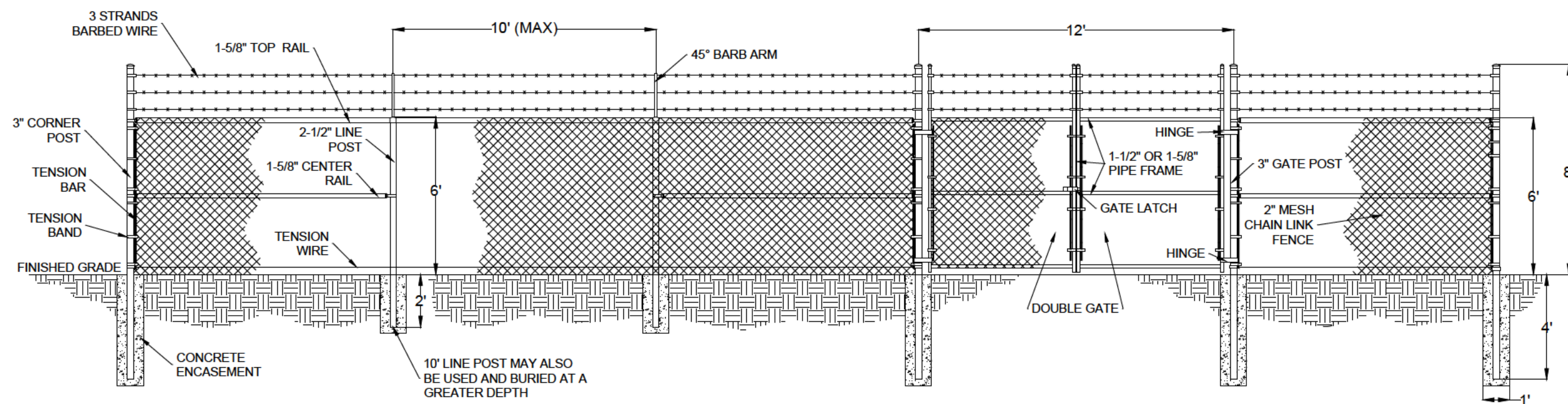


CONCRETE MIX TO BE 47 B"4000 PSI UNLESS FOUNDATION NOTES STATE OTHERWISE.
MAINTAIN POSITIVE SLOPE OF 1/8" PER FOOT (MIN.) DURING CONSTRUCTION TO MINIMIZE WATER INFILTRATION.
SURFACE OF SLABS SHALL BE BROOM FINISHED AND ALL SIDES EDGED WITH 3/4" CHAMFER.
8 EACH 8"x8" J-BOLT ANCHORS PLACED 1' FROM BACK OF SLAB AND MAINTAIN 5" SPACING ON CENTERS 5/8" ON CENTER OF BOLT TO EDGE OF SLAB. THESE ARE TO BE PLACED DURING POUR.

BUILDING AND GENERATOR FOUNDATIONS DETAIL:
SCALE: 1/4"=1'-0"

PROJECT INFORMATION:

SITE NAME:
HOYT REPLACEMENT TOWER
HOYT, CO
(MORGAN COUNTY)



- NOTES:
1. ALL FENCE COMPONENTS SHOULD BE HOT DIPPED GALVANIZED STEEL
 2. ALL CHAIN LINK SHOULD BE MESH KNUCKLE TWIST
 3. DOUBLE GATE SHOULD HAVE A LOCKING MECHANISM

SEAL:

REV	DATE	ISSUED FOR:

DRAWN BY: _____ CHECKED BY: _____

SHEET TITLE:
CHAIN LINK FENCE

SHEET NUMBER: **S-2** REVISION: _____

Mineral Right Interest

Hoyt Replacement, CO – Tower

- William Epple JR & Berenice Epple
 - Route 1, Box 148
 - Platteville, CO 80651
- Smit Farms, INC (Leased Oil & Gas)
 - 1131 Road I
 - Wiggins, CO 80654
- Smit Farms, INC (Leased Gas Storage)
 - Route 1, Box 148
 - Platteville, CO 80651

Morgan County Treasurer

Statement of Taxes Due

Account Number R013097
Assessed To

Parcel 129728000002
RUMSEY, L&R LAND LLC
1131 CO RD I
WIGGINS, CO 80654

Legal Description
S: 28 T: 2 R: 60 W1/2W1/2

Situs Address

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$112.52	\$0.00	\$0.00	\$0.00	\$112.52
Total Tax Charge					\$112.52
Grand Total Due as of 02/03/2025					\$112.52

Tax Billed at 2024 Rates for Tax Area 303 - 303 - RE 50J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$29.90	GRAZING LAND	\$5,770	\$1,520
ROAD AND BRIDGE FUND	7.5000000	\$11.47	FARM/RANCH	\$20	\$10
SOCIAL SERVICES FUND	2.0000000	\$3.06	WASTE LAND		
WIGGINS RURAL FIRE DIST	7.0000000	\$10.71	Total	\$5,790	\$1,530
N KIOWA BIJOU MGMT DIST	0.0200000	\$0.03			
WIGGINS PEST CONTROL	0.4150000*	\$0.63			
RE 50-J WIGGINS GENERAL	24.1770000	\$36.99			
RE 50-J WIGGINS BOND	12.5000000	\$19.12			
RE 50-J WIGGINS PROG RES FU	0.3980000	\$0.61			
Taxes Billed 2024	73.5460000	\$112.52			

* Credit Levy

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

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

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

LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

January 31, 2025

Dear Neighboring Landowners:

Industrial Tower West as applicant and L&R Rumsey Land, LLC 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 maximum building height of 100 feet for a new 330 foot guyed tower for an existing wireless service facility.

Legal Description: A parcel located in the NW¹/₄ of Section 28, Township 2 North, Range 60 West of the 6th P.M., Morgan County, Colorado.

This application will be heard by the Morgan County Board of Adjustments on **Tuesday, February 18, 2025 at 5:30 P.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado. Adjacent landowners to the property are notified of the application and hearing date.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearing and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **February 11, 2025.**

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

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

RUMSEY, L&R LAND LLC
1131 CO RD I
WIGGINS, CO 80654

ERKER LAND LLC
1664 CO RD H
WIGGINS, CO 80654

REFERRAL AGENCIES	RESPONSES RECEIVED
Blue Lightning	
Century Link	
Colorado Parks and Wildlife	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Mgmt.	
Morgan County Quality Water	
Morgan County Road & Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff Dept.	
Morgan County Weed & Pest Advisory	
Morgan Soil Conservation District	
Northeast Colorado Health Dept.	
Road and Bridge Department	<p><u>Response received via email on February 5, 2025</u> Attn: Cheryl Brindisi</p> <p>Morgan County Road and Bridge has reviewed the above-mentioned plan and has no apparent conflict.</p> <p>Bruce Bass Public Works Director Morgan County Public Works Director</p>
Wiggins Fire Department	<p>Good afternoon, The fire district has no concerns with the new tower design or location. Thank you,</p> <p>Dave Hinson Chief Wiggins Rural Fire District</p>
Xcel Energy	See Attached Letter 2/6/2025



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

Blue Lightning	Morgan County Rural Electric Assoc.
Century Link	Morgan County Sheriff Dept.
Colorado Parks and Wildlife	Morgan County Weed & Pest Advisory
Morgan County Assessor	Morgan Soil Conservation District
Morgan County Communications Center	Northeast Colorado Health Dept.
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: January 31, 2025

RE: Variance – See attached file

The following Variance application is submitted to you for review and comments. The application is scheduled to be heard by the Board of Adjustments on **Tuesday, February 18, 2025 at 5:30 P.M.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). **You are encouraged to provide comments to this application by February 11, 2025.** Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend the public meeting.

Applicant: Industrial Tower West

Landowner: L&R Rumsey Land, LLC

Legal Description: A parcel located in the NW¹/₄ of Section 28, Township 2 North, Range 60 West of the 6th P.M., Morgan County.

Request: Variance from Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations, regarding maximum building height of 100 feet for a new 330 foot guyed tower for an existing wireless service facility.

Sincerely,

Cheryl Brindisi

Morgan County Planning and Zoning Administrative Assistant



Right of Way & Permits

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

February 6, 2025

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

Attn: Cheryl Brindisi, Nicole Hay, Jenafer Santos

Re: Industrial Tower West – Hoyt

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for **Industrial Tower West – Hoyt** 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
TUESDAY, FEBRUARY 18, 2025 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:

Applicant: Industrial Tower West-Kyle Denardo

Landowner: L&R Rumsey Land, LLC

Legal Description: A parcel located in the NW¼ of Section 28, Township 2 North, Range 60 West of the 6th P.M., Morgan County, Colorado.

Request: A variance from Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations, regarding maximum building height of 100 feet for a new 330 foot guyed tower for an existing wireless service facility.

Date of Application: January 6, 2025

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/89715091259>

Join via phone:

+1 719 359 4580 US

Webinar ID: 897 1509 1259

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

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

Nicole Hay

Nicole Hay,
Morgan County Planning Administrator

Published: February 7, 2025

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