

Dennis L. Bostron

Curt B. Bostron

Variance

BOARD OF ADJUSTMENTS HEARING

December 18, 2023

5:30 p.m.

RESOLUTION

**MORGAN COUNTY, COLORADO
BOARD OF ADJUSTMENT**

RESOLUTION 2023 BOA 03

**A RESOLUTION APPROVING VARIANCE FOR LOTS 165, 166 AND 167 OF THE
JACKSON LAKE RECREATIONAL VEHICLE PARK SUBDIVISION LOCATED
IN THE W½ OF THE NW¼ OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 60
WEST OF THE 6th P.M., MORGAN COUNTY, COLORADO, ADDRESSED AS
167 INDIAN WAY, WELDONA, COLORADO 80653**

WHEREAS, Scott and Brittany Seibold (“Owners”) own Lots 165, 166, and 167 of the Jackson Lake Recreational Vehicle Park Subdivision located in the W½ of the NW¼ of Section 27, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado addressed as 167 Indian Way, Weldona, CO 80653 (the “Property”);

WHEREAS, on October 2, 2023 the Owner applied for a variance to Appendix B – Zone District Bulk Requirements and Special Design Standards Chart, Table 1, of the Morgan County Zoning Regulations in the Jackson Lake Village zone district to reduce the required front yard setback from 25 to 15 feet; and

WHEREAS, on November 20, 2023, the Morgan County Board of Adjustment held a duly noticed public hearing on the application at which, after receiving public comment and staff input, the Board of Adjustment approved the application subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ADJUSTMENT OF MORGAN COUNTY, COLORADO, that based upon the findings set forth below that the application is conditionally granted:

1. The Board of Adjustment having reviewed the criteria for a variance as set forth in Section 5-220(B) of the Morgan County Zoning Regulations finds that:
 - a. The strict application of the applicable regulations results in peculiar and exceptional hardship on the owner.
 - b. The hardship is not self-imposed.
 - c. The variance will not adversely affect the use of adjacent property as permitted under the County Zoning Regulations. The adjacent properties are currently being used for residential purposes.
 - d. That the variance is in keeping with the intent of these Zoning Regulations and the Morgan County Comprehensive Plan. The Zoning Regulations provide for variance requests to reduce front yard setbacks.

- e. That the variance does not adversely affect the health, safety, and welfare of the citizens of Morgan County.
- 2. The Board of Adjustment hereby grants the variance request subject to:
 - a. The approval of a conditional use permit required for all roofed structures in the Jackson Lake Village zone district. If the conditional use is not approved, the approval of the variance shall be deemed void.

Dated this 18th day of December, 2023.

**BOARD OF ADJUSTMENT
MORGAN COUNTY, COLORADO**

Allyn Wind, Chairman

ATTEST:
(SEAL)

Kevin Strauch, Clerk to the Board

Dennis L. Bostron & Curt B. Bostron

Variance

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**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

November 9, 2023

Dennis L. Bostron
24800 Highway 34
Fort Morgan, CO. 80701
Sent via email:

Dear Applicant:

Your application for a variance has been received by our office and will go to the Board of Adjustments. The hearing for the Board of Adjustments will be held on **December 18th, 2023 at 5:30 P.M.**

It is necessary that you be present at the hearing to answer any questions the Board of Adjustments may have. 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 BUILDING DEPARTMENT**

MORGAN COUNTY BOARD OF ADJUSTMENT

FILE SUMMARY

November 30, 2023

December 18, 2023 – Hearing Date

OWNERS: Dennis and Curt Bostron

APPLICANT: Dennis Bostron

Dennis Bostron has submitted this application for a Variance from Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations, requesting the minimum area of a lot be reduced from 1 acre to 0.73 acres and also regarding minimum setbacks by reducing the side setback from 25 feet to 6.5 feet. The subject parcel of land is located in the N½ SE¼ of Section 12, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, otherwise known as 16497 Co Rd 24, Fort Morgan, CO 80701.

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

The variance is requested for a reduction in minimum lot size from 1 acre to 0.73 acres and the side setback from 25 feet to 6.5 feet. In order for lending and IRS 1031 exchange the residence needs to be separated from the farm. The shop, fuel tanks, well and the access on the north all need to remain with the farm which only leaves 0.73 acre for the residence and 6.5 feet from the residence to the proposed property line.

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

The hardship is not self-imposed due to the location of the existing improvements and the requirements for lending.

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

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

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

The zoning regulations provide for variance requests to reduce lot size and side setbacks.

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

The variance, if granted, will not adversely affect the health, safety and welfare of the citizens of Morgan County.

Approval of this variance request would be subject to approval of a subdivision exemption required to divide the residence off from the farm.

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 pcherry@co.morgan.co.us OR permits_licensing@co.morgan.co.us

PERMIT # 2V2023 - 0004

Date Received 10/26/23 Received By JS
App Fee 500 ~~CL~~CC #: 109 Paid 10/26/23
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 Dennis L Bostrom
Address 24800 U.S. Hwy 34
Fort Morgan, CO 80701
Phone _____
Email _____

LANDOWNER

Name Curt B Bostrom
Address 437 Samples Ave
Brush, CO 80723
Phone _____
Email _____

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

Job Site Address or General Location if not addressed:

16497 Co. Rd. 24 Fort Morgan, CO 80701

Parcel #: 122-912-000-005 S: 12 T: 3N R: 57W N $\frac{1}{2}$ SE $\frac{1}{4}$

Size of Property .73 (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 1.0 ac to .73 ac

☐ Minimum Width of Lot- from _____ to _____

☐ Maximum Height of Fence, Sign or Structure from _____ to _____

☐ Minimum Front Yard from _____ to _____

☒ Minimum Side Yard from 25 to 21.5

☐ Minimum Rear Yard from _____ to _____

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

Notes: _____

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.

Utilities/Access:

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

N/A ☐ **Ditch Company**- Proof of contact if there is a ditch on or next to your property

N/A ☐ **Architecture Control Approval** (if applicable)

Technical:

☒ **Right to Farm Policy** signed by Landowner (attached)

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

☐ Approval of project from adjoining landowners (administrative review only)

☐ # **Paper Application sets-**
One sided only please

☐ **Digital Copy of Application**

☐ Additional information as required by staff: _____

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

See attached excerpt for more details

☐ **Survey** per Sections 8-175 and 8-180 of the Morgan County Subdivision Regulations

☒ **Water**-must prove quality, quantity, & reliability (Quality Water Contract or current Permit from Colorado Department of Natural Resources)
<https://dwr.state.co.us/Tools/WellPermits>


☒ **Sewer** (Septic Permit, Will Serve Letter from NCHD or proof of other public system)

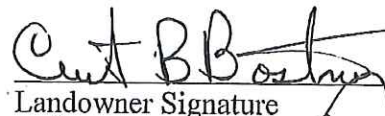
☒ **Electric** (Electric bill or letter of commitment from electricity provider)

APPLICANT'S STATEMENT

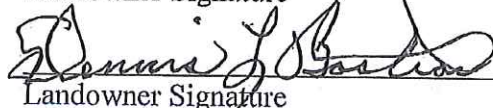
Applications will **not** be accepted for properties which are not current in their property taxes.

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

 10/26/23
Applicant Signature Date

 10/23/23
Landowner Signature Date

Applicant Signature Date

 10/23/23
Landowner Signature Date

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.

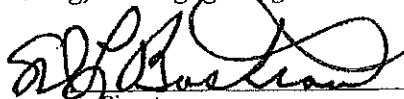
Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office, the County Planning and Zoning Department, and the County Attorney.

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

 10/9/23
Signature Date

Dennis L Boston
Printed Name

24800 Hwy 34
Address

Fort Morgan, CO 80701

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

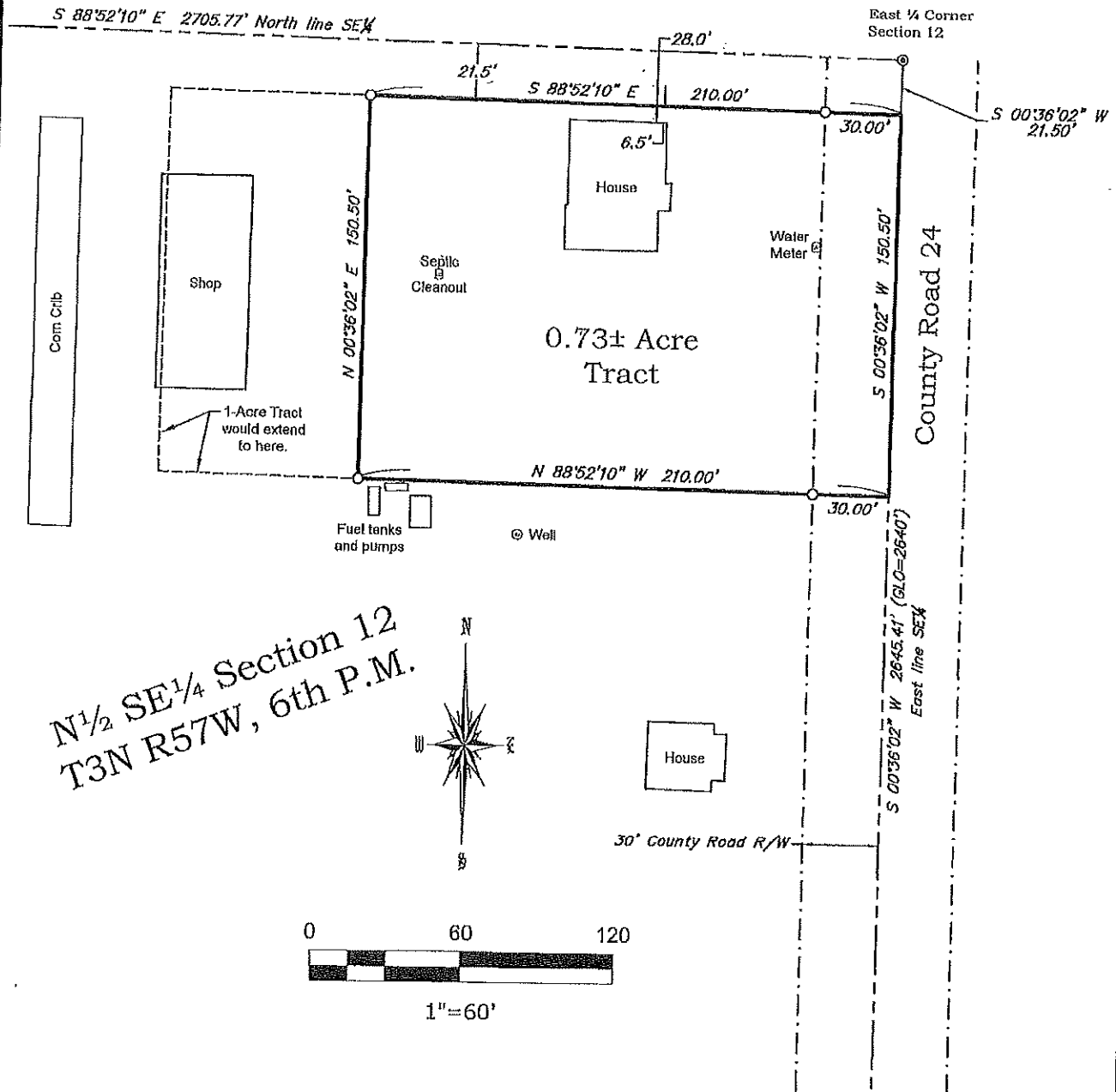
APPLICANT NARRATIVE

To Whom it May Concern:

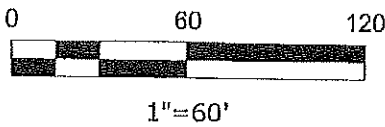
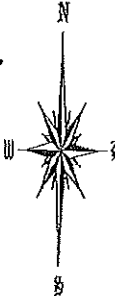
My brother Curt and I acquired this farm upon the loss of our parents who acquired the property in 1972. Curt and I are wanting to set things up for Conrad, who is the next generation of the Bostron family, to transition into this farm. Curt and Conrad have developed an agreement and for this transition to happen on Curt's $\frac{1}{2}$ interest a subdivision exemption of the house is required for lending and IRS 1031 Exchange purposes. We are requesting a variance for this exemption because the minimum lot size for an exemption is one acre and as you will see from the surveyor's drawing the West line would go through the existing shed. It appears that the most logical way for all purposes is to have a lot size of .73 of an acre as indicated by the survey. This variance will also include waiving the setback requirement of 25 feet on the North between the property line and the house. The 21.50 feet represent an additional existing access to the farm from County Road 24, which again for all purposes involved is best to stay with the farm. We would like to thank you in advance for your consideration of this variance and sub-division exemption.

SITE PLAN / MAPS

PROPOSED BOUNDARY

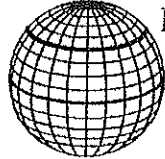


N 1/2 SE 1/4 Section 12
T3N R57W, 6th P.M.



This exhibit is not a land survey plat or improvement survey plat and it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

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



FORTY NORTH, LLC
LAND SURVEYING
53575 County Road NN
Wray, CO 80758
(970) 466-0552
fortynorthllc@gmail.com

DATE OF FIELD WORK 9/26/2023	DATE OF DRAWING 9/28/2023	PROJECT NO. 1310.001
Dennis L. Bostron & Curt B. Bostron		
N1/2 SE1/4 Section 12, T3N, R57W, 6PM, Morgan County, Colo.		

A tract of land situate in the north half of the southeast quarter of Section 12, Township 3 North, Range 57 West of the Sixth Principal Meridian, Morgan County, Colorado and being more particularly described as follows:

Commencing at the east quarter corner of said Section 12;

Thence S $00^{\circ}36'02''$ W on the east boundary of said southeast quarter a distance of 21.50 feet to the point of beginning;

Thence S $00^{\circ}36'02''$ W on the east boundary of said southeast quarter a distance of 150.50 feet;

Thence N $88^{\circ}52'10''$ W a distance of 210.00 feet;

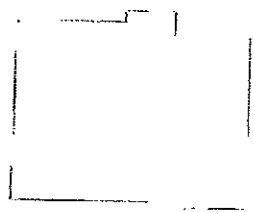
Thence N $00^{\circ}36'02''$ E a distance of 150.50 feet;

Thence S $88^{\circ}52'10''$ E a distance of 210.00 feet to the point of beginning, said tract containing 0.73 acres, more or less.

S 88°52'10" E 2105.77'

21.5'

S 88°52'10" E 210.00'



N 90°35'02" E 150.50'

N 88°52'10" W 210.00'

S 00°36'02" W 150.50'

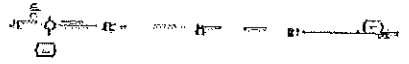
36.00'

36.00'

S 00°35'02" W 2645.41' (GLO=2640')

③

③



PROOF OF OWNERSHIP

Current Title Insurance Commitment

Any deeds or additional ownership documentation

NORTHERN COLORADO TITLE SERVICES CO., INC.

130 W. KIOWA AVENUE
FORT MORGAN, CO 80701

TELEPHONE (970)867-0233 *** FAX (970)867-7750

DATE: September 11, 2023

ORDER NO.: NCT24754

PROPERTY ADDRESS: 16497 COUNTY ROAD 24, Fort Morgan, CO 80701

OWNER/PURCHASER: DENIS L. BOSTRON also known as DENNIS L. BOSTRON and CURT B. BOSTRON
TO BE DETERMINED

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

_____ To: DENIS L. BOSTRON

ATTN:

Fax No.:

_____ To:

ATTN:

Fax No.:

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

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

X _____ COMMITMENT

AMT DUE IS ON SCHEDULE A (INVOICE)

_____ OWNERS TITLE POLICY

_____ PROPERTY REPORT

AMT DUE IS ON PROPERTY REPORT
(INVOICE)


_____ MORTGAGEES TITLE POLICY

_____ MORTGAGE/FORECLOSURE GUARANTY

_____ DOCUMENTS

_____ SURVEY / ILC

_____ OTHER / INVOICE

	ALTA Commitment for Title Insurance
	ISSUED BY Stewart Title Guaranty Company
Commitment	

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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

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- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY


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

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

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	ALTA Commitment for Title Insurance
	ISSUED BY Stewart Title Guaranty Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Office: Northern Colorado Title Services Co., Inc.
 Issuing Office's ALTA® Registry ID: 0044474
 Commitment No.: NCT24754
 Property Address: 16497 COUNTY ROAD 24, Fort Morgan, CO 80701

1. Commitment Date: September 6, 2023 at 08:00 AM

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (06/17/06)	TBD	\$200.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$200.00

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

3. On the effective date hereof, the estate described herein to be insured is Fee Simple, and is vested in:

DENIS L. BOSTRON also known as DENNIS L. BOSTRON and CURT B. BOSTRON

4. The Land referred to in the Commitment is described below or in Schedule C:

The N1/2 of the SE1/4 of Section 12, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

and commonly known as (for informational purposes only): 16497 COUNTY ROAD 24, FORT MORGAN, CO 80701

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SCHEDULE A
(Continued)

stewart
title guaranty company

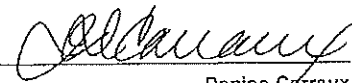
Northern Colorado Title Services Co., Inc.

Authorized Signatory





Frederick H. Eppinger
President and CEO




Denise Carraux
Secretary

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	ALTA Commitment for Title Insurance
Schedule BI	ISSUED BY Stewart Title Guaranty Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from DENIS L. BOSTRON also known as DENNIS L. BOSTRON and CURT B. BOSTRON to TO BE DETERMINED, conveying the land described herein.
 - b. Termination of Lease dated August 7, 2006 between REUBEN & LLOVA BOSTRON, Lessors(s) and REUBEN BOSTRON FARMS INC., Lessee(s) as evidenced by Farm Lease recorded August 9, 2006, at Reception No. 837222, and by Farm Lease recorded January 24, 2019 at Reception No. 916505, and by Addendum to Farm Lease recorded February 6, 2019 at Reception No. 916719.
 - c. Dollar amount of Policy coverage must be provided to the Company.
 - d. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.


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

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	ALTA Commitment for Title Insurance
	ISSUED BY Stewart Title Guaranty Company
Schedule BII	

SCHEDULE B, PART II
Exceptions

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

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

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

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SCHEDULE B - PART II

(Continued)

8. Reservation as contained in United States Patent recorded July 22, 1891 in Book 32 at page 212 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
9. Subject to the Garrigues Lateral Ditch as it exists and is currently in use.
10. Subject to County Road 24 as it exists and is currently is use.
11. Easement and right of way for MAINTAINING THE LATERAL DITCH purposes as granted by CHARLES M. WINN and JAMES P. CURRY to C. W. SCOVILLE as contained in instrument recorded February 11, 1901, in Book 37 at Page 266, the location of said easement and right of way not being specifically defined.
12. All rights to execute mineral leases on said land as reserved by ESTATE OF DAISY MARYE JOHNSON, and the right for grantees to recieve 1/2 of all bonuses, rentals, and royalties payable under such mineral leases in DEED to ELLIS E. JOHNSON and YVONNE OSBORN, recorded December 30, 1970 in Book 720 at Page 785, and any and all assignments thereof or interests therein.
13. All oil, gas and other mineral rights presently owned by them in and to the subject property as conveyed in Deed from ESTATE OF DAISY MARYE JOHNSON to JOHN LEBSACK, JR. and MARY LEBSACK, recorded DECEMBER 30, 1970 in Book 720 at Page 786, and any and all assignments thereof or interests therein.
14. All oil, gas and other mineral rights presently owned by them in and to the subject property as conveyed in Deed from JOHN LEBSACK, JR. and MARY LEBSACK to REUBEN BOSTRON and LLOVA L. BOSTRON, recorded OCTOBER 4, 1972 in Book 732 at Page 139, and any and all assignments thereof or interests therein.
15. Terms, conditions, provisions, agreements, burdens and obligations as contained in LICENSE between GARRIGUES LATERAL COMPANY and AT&T CORP recorded June 21, 2000 in Book 1072 at Page 307.
16. Terms, conditions, provisions, agreements, burdens and obligations as contained in LICENSE between GARRIGUES LATERAL COMPANY and TOUCH AMERICA INC. recorded June 21, 2000 in Book 1072 at Page 314.
17. Lease dated August 7, 2006 between REUBEN & LLOVA BOSTRON, Lessors(s) and REUBEN BOSTRON FARMS INC., Lessee(s) as evidenced by Farm Lease recorded August 9, 2006, at Reception No. 837222, by Farm Lease recorded January 24, 2019 at Reception No. 916505, and by Addendum to Farm Lease recorded February 6, 2019 at Reception No. 916719.
18. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.

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SCHEDULE B - PART II
(Continued)

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

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SCHEDULE B - PART II

(Continued)

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

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

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

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

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

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

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

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

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

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

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SCHEDULE B - PART II

(Continued)

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

NOTE: Pursuant to C.R.S. 3845-125(2) no person or entity that provides dosing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14.102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10.1-128(3)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of Insurance within the department of regulatory agencies.

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

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

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STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

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

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

UTILITIES / ACCESS

Septic

Water

Electric

Driveway Permit



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

October 3, 2023

Dennis & Curt Bostron
16497 CR 24
Fort Morgan, CO 808701

Dear Dennis & Curt,

This department has no objection to a variance for an exemption consisting of .73 acres, located in the Section 12 – Township 3N – Range 57W of Morgan County, Colorado and using the existing Onsite Wastewater Treatment System (OWTS).

Said property has an existing home located at 16497 CR 24 Fort Morgan, CO. Potable water on said property will be served the Morgan County Quality Water District Tap # 684.

If the OWTS should fail, the owner(s) shall obtain from this office an application for a permit to install an Onsite Wastewater Treatment System (OWTS) and remit the appropriate fee. Construction of the OWTS shall conform to the Northeast Colorado Health Department OWTS Regulations. Including, but not limited to setback distances from wells, ground water, irrigation ditches, creeks, buildings, property lines and other OWTS. A professional engineer may be needed to design the system.

Sincerely,

Melvin Bustos
Environmental Health Manager
Northeast Colorado Health Department

CONTRACT FOR SERVICE

684

The undersigned owners of the following described real estate, situate in Morgan County, Colorado, to-wit:

Reuben & Llova Bestrom
16497 Road 24. Ft Morgan Colo, 80701

hereby requests service and contracts for service with the MORGAN COUNTY QUALITY WATER DISTRICT as follows:

		COST	BASE NUMBER
<input checked="" type="checkbox"/>	3/4 x 5/8"	\$ 350	1
<input type="checkbox"/>	3/4"	525	2
<input type="checkbox"/>	1"	875	4
<input type="checkbox"/>	1 1/2"	1,750	9
<input type="checkbox"/>	*2"	2,800	*

"Requires Board approval

That the number of dwellings to be served upon the premises is as follows:

1 House

A surcharge of \$150 will be assessed in addition to the tap fee for additional taps in excess of the base.

That the legal description (within a forty acre tract) upon which tap location or dwellings are situated is as follows:

NE 1/4 of N 1/2 - SE 1/4 Sec 12 - 3N - 57W
R-57W

That the undersigned hereby pays unto the MORGAN COUNTY QUALITY WATER DISTRICT as consideration for this agreement, ten per cent (10%) of the costs for the service as above designated and further agrees that the balance of the cost of said tap and service as designated shall be paid on or before the date that construction begins.

That in consideration for the District furnishing said service, the undersigned further agrees as follows:

- The undersigned hereby grants unto the MORGAN COUNTY QUALITY WATER DISTRICT, a right of way and easement over and across the lands of the undersigned within said district for the purpose of construction, maintenance and repair of a pipeline for distribution and service of said quality water to the lands of the undersigned and others within said district.
- ~~That the undersigned agrees to transfer to the MORGAN COUNTY QUALITY WATER DISTRICT, upon the request of said district, water or water rights presently existing upon the above described premises of a quantity and type equal to the quantity and type of service furnished to said premises by said district as determined by the amount of the meter heading.~~
- That the undersigned will comply with the rules and regulations as from time to time promulgated by the directors of the MORGAN COUNTY QUALITY WATER DISTRICT.

This agreement is binding upon the heirs, legal representatives and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 24th day of Feb., A. D., 1978.

Gale M. Johnson

Reuben Bestrom

YNNN



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

OFFICE HOURS: Monday - Friday 8:00 AM - 4:30 PM
PHONE: 970-867-5688 or 800-867-5688
EMAIL: customerservice@mcrea.org
WEBSITE: www.mcrea.org

**TOTAL
AMOUNT DUE**

\$2,180.42

**Due Date
09/15/2023**

See next page for bill details.

Account Information

Account #: 2722400
Customer Name: DENNIS L BOSTRON
CURT B BOSTRON
Statement Date: 09/01/2023
Current Bill Due Date: 09/15/2023
Mailing Address: 24800 US HIGHWAY 34
FORT MORGAN CO 80701-7317

Balance Summary

Previous Balance	\$1,898.03
Payment(s)	-\$1,898.03
Balance Before Current Charges	\$0.00
Total Current Charges	\$2,180.42
Total Amount Due	\$2,180.42

IMPORTANT CUSTOMER INFORMATION

The energy sector is constantly changing, which often affects those at the electric cooperative level. See the back of this bill for information regarding some changes MCREA is expecting to see in 2024.



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

Account Number	2722400
Statement Date	09/01/2023
Amount Due 09/15/2023	\$2,180.42

PAY BY PHONE: 877-495-6487

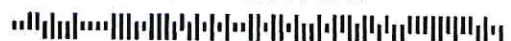
ONLINE: Check or credit/debit card at www.mcrea.org or
download the mobile SmartHub app.



1528 1 AV 0.498
DENNIS L BOSTRON
CURT B BOSTRON
24800 US HIGHWAY 34
FORT MORGAN CO 80701-7317

5 1528
C-6

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



SOME THINGS MAY CHANGE...



Due to inflation, increasing demand, and pressures of government-regulated energy shifts, Tri-State G&T, our wholesale power supplier, has announced a 6% increase.

Cost of wholesale power makes up about 70% of your monthly bill.



Because costs of materials and infrastructure also continue to increase, it has made it more expensive for MCREA to distribute power to members and maintain our system.

Distribution costs make up roughly 30% of your monthly power bill.

RATE INCREASE

Due to these increased expenses to the cooperative, MCREA is expecting a rate increase in 2024. The co-op is in the midst of a cost-of-service study, which will help guide the rate change.

MCREA's goal is to minimize the impact of these industry changes to our members and continue providing power as affordably as possible.

BUT THESE REMAIN THE SAME



SERVICE

MCREA is here to power your lives and will continue providing the quality service you expect and deserve.



COMMITMENT TO MEMBERS

MCREA is owned and operated by you, the members we serve. Concern for our members and our community are still what drive this electric co-op.



TRADITION

MCREA has provided safe, reliable electricity to this area for 86 years, and this continues to be our mission today.

Other Ways to Pay Your Bill



Online
Pay your bill at
www.mcrea.org



Phone
24/7 Payment Line
Call 1-877-495-6487



Mobile App
Download the SmartHub app
to manage your account
on your mobile device



In-Person
MCREA Office or Payment Dropbox
TBK Bank in Keenesburg, CO
Bank of Colorado in Brush, CO
High Plains Bank in Wiggins, CO

MEMBER NAME | DENNIS L BOSTRON
CURT B BOSTRON
Account Number | 2722400
Statement Date | 09/01/2023

Location: 0357122700

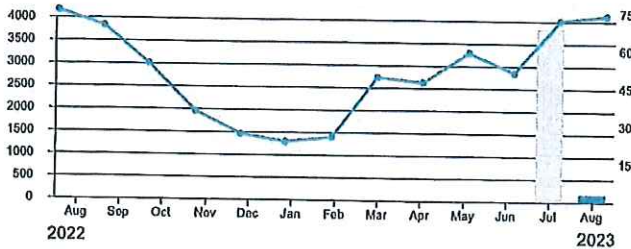
Service Desc: IRRIGATION

Service Address: IRRIGATION

Rate Class | Meter No. | Reading Dates
130 | 136861907 | From 08/01/2023 To 09/01/2023

Days Served	Readings Previous	Readings Present	Multiplier	kWh Usage	Demand Reading
31	33433	33601	1.0	168	21.219

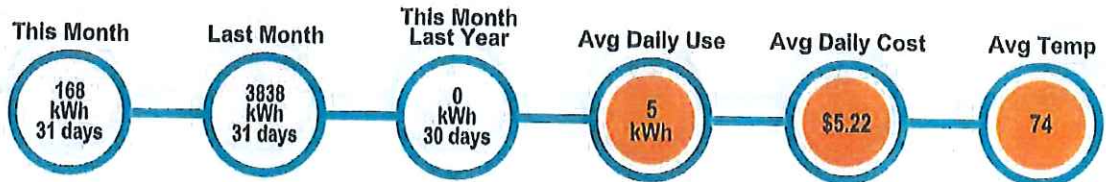
kWh Previous Months Current Month Average Temp Temp



Current Service Detail

Facility Charge		\$100.00
Energy Charge	168 kWh @ .067800	\$11.39
Demand Charge	168.000 KW @ .30	\$50.40
Total Current Charges		\$161.79

Energy Usage Comparison



Location: 0357137600

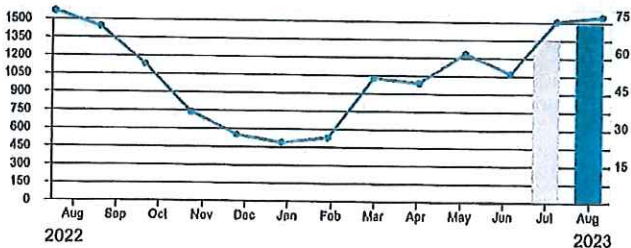
Service Desc: ELECTRIC HOME

Service Address: 23020 COUNTY ROAD Q

Rate Class | Meter No. | Reading Dates
001 | 136831248 | From 08/01/2023 To 09/01/2023

Days Served	Readings Previous	Readings Present	Multiplier	kWh Usage	Demand Reading
31	39617	41104	1.0	1487	12.725

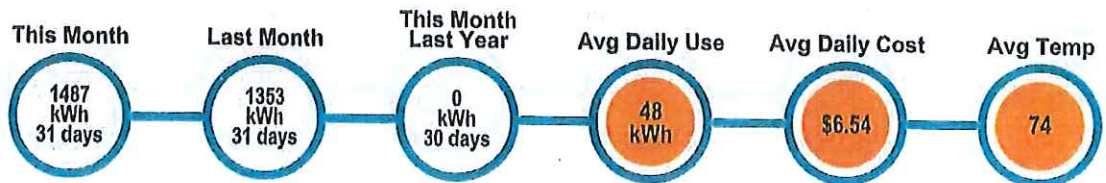
kWh Previous Months Current Month Average Temp Temp



Current Service Detail

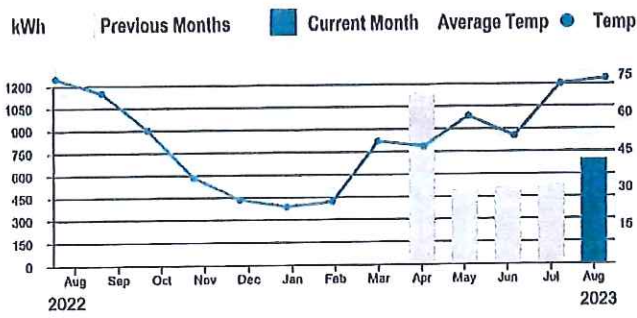
Facility Charge		\$28.00
Energy Charge	1,487 kWh @ .108400	\$161.19
MV Light 175 Watts	1	\$13.53
Total Current Charges		\$202.72

Energy Usage Comparison



MEMBER NAME | DENNIS L BOSTRON
CURT B BOSTRON
Account Number | 2722400
Statement Date | 09/01/2023

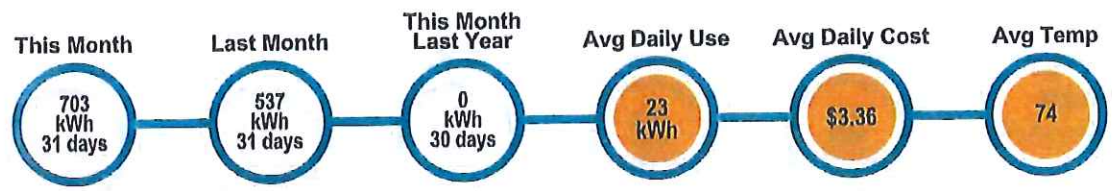
Location: 0357122800 Service Desc: RURAL RESIDENTIAL Service Address: 16497 COUNTY ROAD 24
Rate Class | Meter No. | Reading Dates | Days | Readings | Multiplier | kWh Usage | Demand
001 | 163112042 | From To | Served | Previous | Present | 1.0 | 703 | 6.103
08/01/2023 | 09/01/2023 | 31 | 38823 | 39526



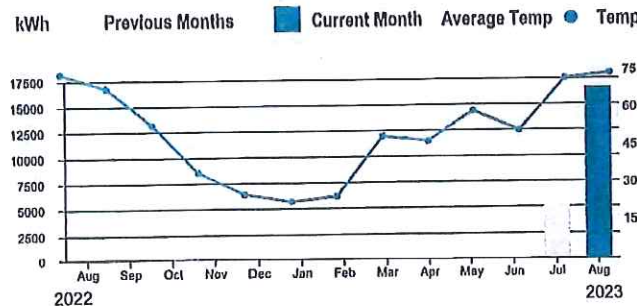
Current Service Detail

Facility Charge		\$28.00
Energy Charge	703 kWh @ .108400	\$76.21
Total Current Charges		\$104.21

Energy Usage Comparison



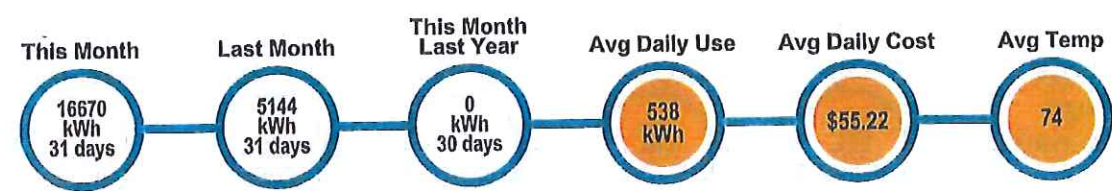
Location: 0357120200 Service Desc: IRRIGATION Service Address: NEW IRRIGATION SERVICE
Rate Class | Meter No. | Reading Dates | Days | Readings | Multiplier | kWh Usage | Demand
130 | 175812533 | From To | Served | Previous | Present | 1.0 | 16670 | 30.092
08/01/2023 | 09/01/2023 | 31 | 5165 | 21835



Current Service Detail

Facility Charge		\$100.00
Energy Charge	16,670 kWh @ .067800	\$1,130.23
Demand Charge	30.092 KW @ 16.00	\$481.47
Total Current Charges		\$1,711.70

Energy Usage Comparison





Approved Driveway Access Permit
Morgan County, Colorado

Driveway Access Code:	CLD24-0.471-W-Q	Date:	9-21-2023		
Property Owner (Permittee):					
Name:	Dennis Bastron				
Address:	24800 US HWY 34				
Address:					
City:	Fort Morgan	State:	CO	Zip Code:	80701
Phone:		Email:			
Agent of Property Owner (If Applicable)					
Name:					
Address:					
Address:					
City:		State:		Zip Code:	
Phone:		Email:			
Parcel Number:	122912000005				
Legal Description:	North ½ of the South East ¼ of Sec 12, Township 3, N, Range 57 West of the 6 th PM				
GPS Coordinates at the Centerline of Driveway:		Latitude:	40.238975		
		Longitude:	-103.697328		
Access onto County Road:		MCR 24			
Driveway Type:	New	X	Existing		
Maximum Width of Approved Driveway is:		40 FEET			
Culvert Required:	No	X	Yes	If Yes, Required Size is:	18 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

9-21-23
Date:

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.

db

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: Dennis Bostron Curt Bostron

Address: 24800 US Hwy 34

City/State/Zip Code: Fort Morgan, CO 80701

Phone: _____

Email: _____

2. Agent of Property Owner (If Applicable)

Company/Individual Name: _____

Contact Name (If Applicable): _____

Address: _____

City/State/Zip Code: _____

Phone () _____

Email: _____

3. Legal Description:

Sec. 12, Twn 3N, Range 57W of the 6 P. M.
N 1/2 SE 1/4

Parcel Number: 122912000005

4. Road Access:

Access onto County Road 24 (Circle Direction North / South / East / West) of County Road CRQ

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

Existing Driveway X

Desired width of New Driveway _____ 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.

Dennis Bostron
Property Owner/Agent Signature

9/20/23
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: X Approved _____ Denied (Reason for Denial): _____

GPS Coordinates, Centerline of Driveway in relation to road: Latitude: 040.238975

Maximum Width of Driveway: 40 Feet Longitude: -103.697328

Culvert Required: (YES) NO If Yes, Size: ALREADY INSTALLED

Closest Intersecting Road Q Measurement from Closest Intersecting Road 2489 Feet

Driveway Access Code: CLD 24-0.471-W-Q

Completed By: KEN NELSON Date: 9.21.23

TECHNICAL

Tax Account Statement

Application Fee Receipt

Morgan County Treasurer

Statement of Taxes Due

Account Number R009721
Assessed To

Parcel 122912000005
BOSTRON, LLOVA L &
BOSTRON, REUBEN TRUST
16497 CO RD 24
FORT MORGAN, CO 80701

Legal Description
S: 12 T: 3 R: 57 N1/2SE1/4

Situs Address
16497 CO RD 24

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$1,875.60	\$0.00	\$0.00	(\$1,875.60)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 11/28/2023					\$0.00

Tax Billed at 2022 Rates for Tax Area 248 - 248 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4830000	\$623.64	FLOOD IRRIGATED	\$59,150	\$15,620
ROAD AND BRIDGE FUND	7.5000000	\$240.07	LAND		
SOCIAL SERVICES FUND	2.0000000	\$64.02	FARM/RANCH	\$10	\$10
FT MORGAN RURAL FIRE DIST	3.0330000	\$97.09	WASTE LAND		
FT MORGAN PEST CONTROL	0.2990000	\$9.57	FARM/RANCH	\$181,020	\$12,580
LOWER S PLATTE WATER CD	1.0000000	\$32.01	RESIDENCE		
MORGAN CO QUALITY WATER	0.8240000	\$26.38	FARM/RANCH	\$14,410	\$3,800
NORTHERN COLO WATER CD	1.0000000	\$32.01	SUPPORT IMPS		
RE 3 F M GENERAL FD	27.0840000	\$866.96	Total	\$254,590	\$32,010
RE 3 F M M/L OVRD	1.7730000	\$56.75			
RE 3 F M BOND RED	8.8740000	\$284.06			
Taxes Billed 2022	72.8700000	\$2,332.56			
Senior		(\$456.96)			
Net Taxes Billed for 2022		\$1,875.60			

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

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

ROBERT A SAGEL, MORGAN COUNTY TREASURER
231 Ensign St, PO Box 593, Fort Morgan, CO 80701
Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us
Website: morgancounty.colorado.gov

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



ZV2023-0004 | Zoning Variance

Receipt Number: 544513

October 27, 2023

Payment Amount: \$500.00

Transaction Method	Payer	Cashier	Reference Number
Check	Dennis Bostron	Jenafer Santos	109

Comments

Assessed Fee Items

Fee Items being paid by this payment

Date	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
10/27/23	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
16497 CO RD 24 FORT MORGAN, CO 80701	BOSTRON, DENIS L & CURT B	24800 HWY 34 FORT MORGAN, CO 80701	

Description of Work

Requesting a variance for the minimum lot size for an exemption from 1 acre to .73 acres & a side setback to be reduced from 25' to 21.5'.

REFERRALS & RESPONSES

Referral Letter

Referral Responses

Landowner Letter

Landowner Letter Responses

Notifications

Public Comments or Concerns

REFERRAL AGENCIES	RESPONSES RECEIVED
CDPHE	
Century Link	
Colorado Parks & Wildlife	
Farm Service Agency	
Fort Morgan Fire Department	
Kinder Morgan, Inc.	
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	
Morgan Conservation District	See Attached Letter
NECHD	
Xcel Energy	See Attached Letter



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

CDPHE
Century Link
Colorado Parks and Wildlife
Farm Service Agency
Fort Morgan Fire Department
Kinder Morgan, Inc.
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
Morgan Soil Conservation District
NECHD
Xcel Energy

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: November 14, 2023

RE: Variance – See attached file

The following Variance application will be heard by the Board of Adjustments on **Monday, December 18, 2023 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 welcome to attend and comment at this public meeting.

Applicants: Dennis L. Bostron

Landowners: Dennis L. Bostron and Curt B. Bostron

Legal Description: The subject parcel of land is located in the N½ SE¼ of Section 12, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, otherwise known as 16497 Co Rd 24, Fort Morgan, CO 80701.

Request: Variance from Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations, requesting the minimum area of the lot be reduced from 1 acre to 0.73 acres and also regarding minimum setbacks by reducing the side setback from 25 feet to 21.5 feet.

You are encouraged to provide comments to this application by December 4, 2023 or attend the Board of Adjustments meeting on Monday, December 18, 2023.

Sincerely,

Cheryl Brindisi

Morgan County Planning and Zoning Administrative Assistant



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.285.6612

November 15, 2023

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

Attn: Nicole Hay and Cheryl Brindisi

Re: Bostron Variance

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plan for **Bostron Variance** and 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: 303-285-6612 – Email:



Morgan Conservation District Est. 1955

200 West Railroad Avenue, Fort Morgan, CO 80701
970-427-3362 •

www.morganconservationdistrict.com

Morgan County Planning & Building Department
231 Ensign Street
Fort Morgan, CO 80701

To Whom in May Concern:

The Morgan Conservation District has reviewed the Bostron Variance.

The District would like to make the recommendation of the implementation of a tree windbreak to assist with wind and soil erosion. The District can assist with the planning and recommendation of a tree windbreak if needed.

Please let us know if you have any questions or concerns.

Sincerely,

Madeline Hagan
District Manager



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

November 14, 2023

Dear Neighboring Landowners:

Dennis L. Bostron as applicant and Dennis L. Bostron and Curt B. Bostron as landowners 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, requesting the minimum area of a lot be reduced from 1 acre to 0.73 acres and also regarding minimum setbacks by reducing the side setback from 25 feet to 21.5 feet.

The subject parcel of land is located in the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, otherwise known as 16497 Co Rd 24, Fort Morgan, CO 80701.

This application will be heard by the Board of Adjustments at a **public hearing on Monday, December 18, 2023 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.

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 **December 4, 2023**.

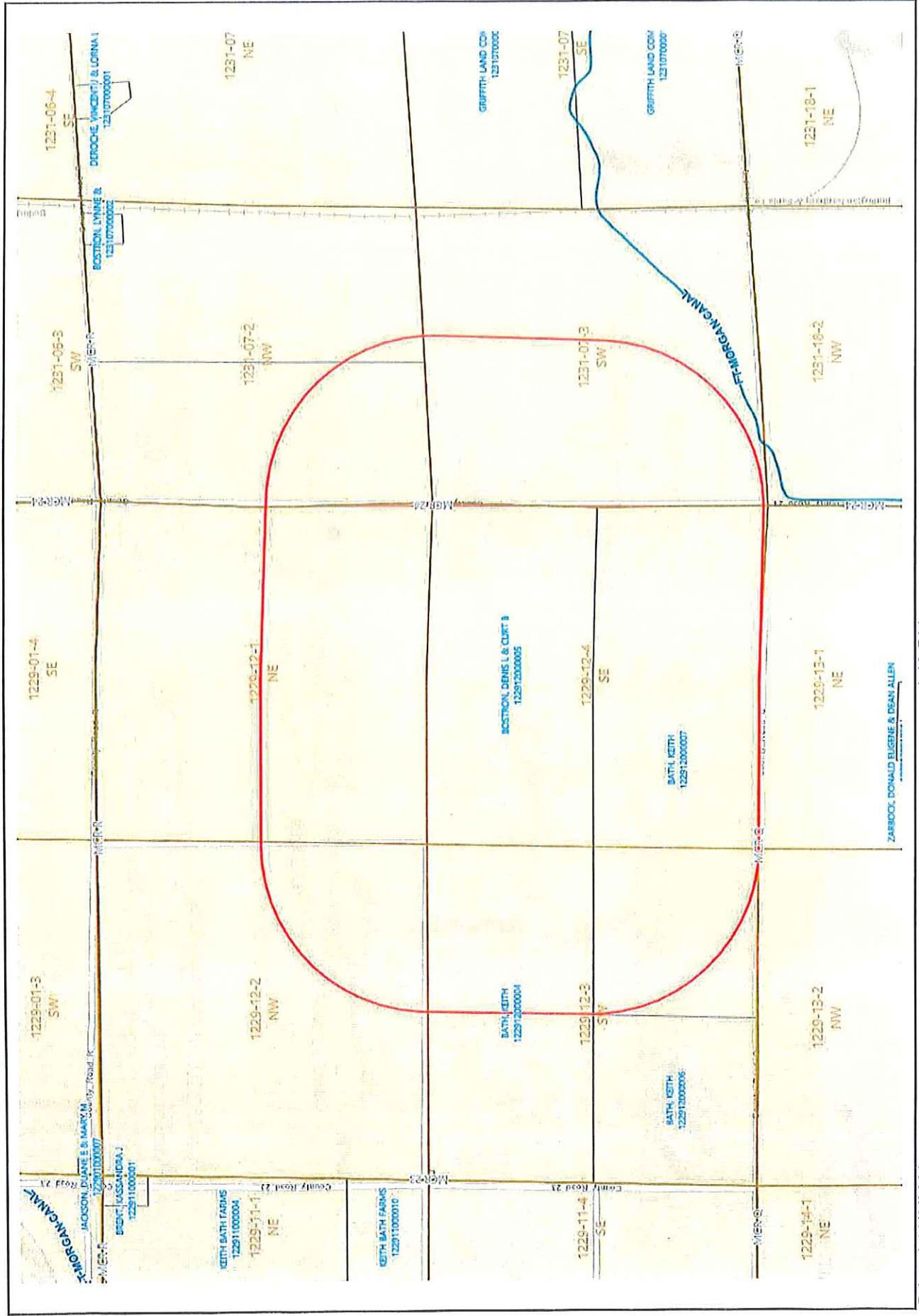
Sincerely,

Nicole Hay

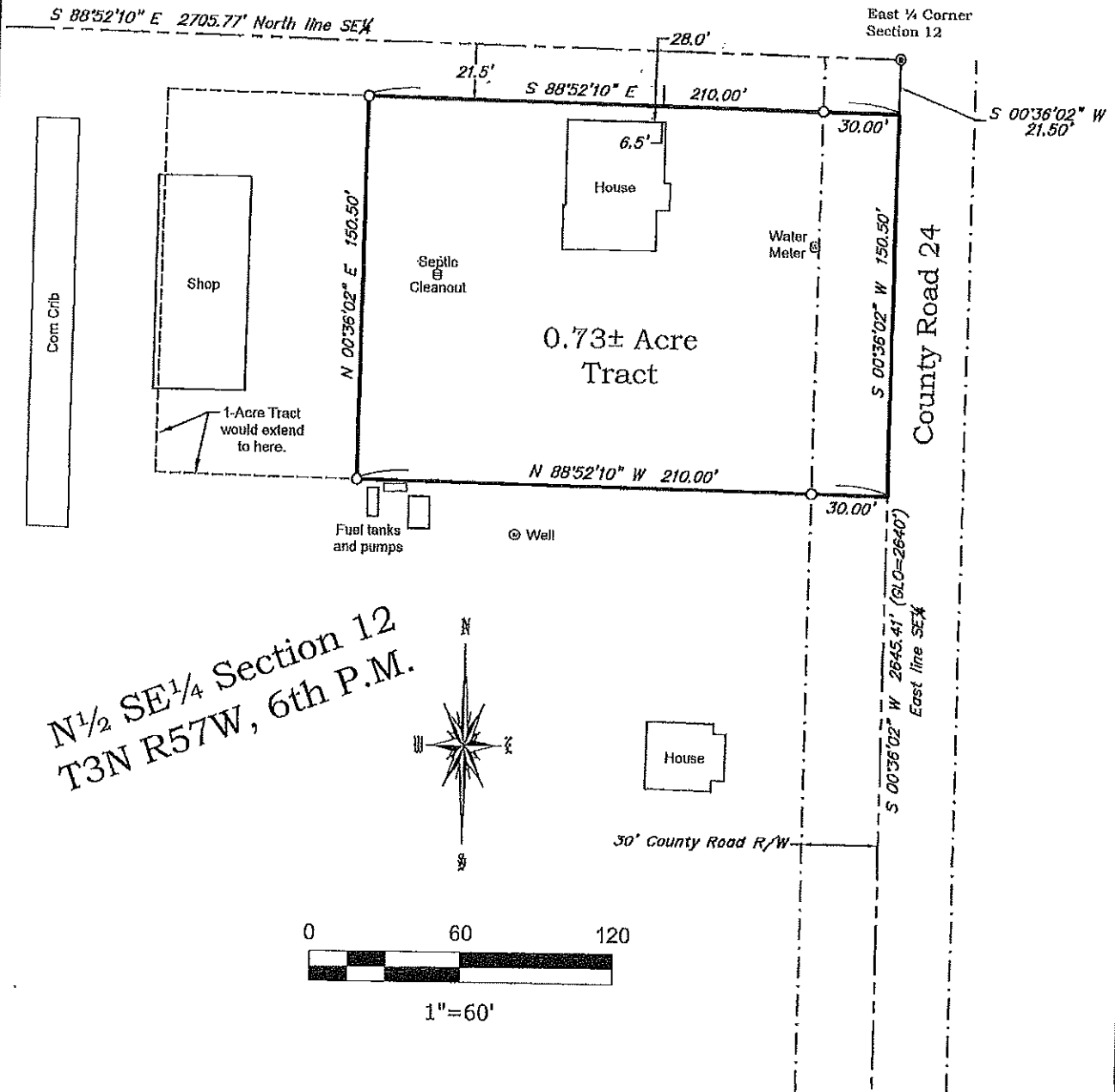
Nicole Hay
Planning Administrator

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.

Boston Variance 1320' Mailing Map



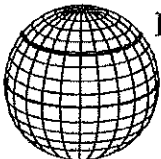
PROPOSED BOUNDARY



N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 12
T3N R57W, 6th P.M.

This exhibit is not a land survey plat or improvement survey plat and it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

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



FORTY NORTH, LLC
LAND SURVEYING

53575 County Road NN
Wray, CO 80758
(970) 466-0552
fortynorthllc@gmail.com

DATE OF FIELD WORK
9/26/2023

DATE OF DRAWING
9/28/2023

PROJECT NO.
1310.001

Dennis L. Bostron & Curt B. Bostron

N1/2 SE1/4 Section 12, T3N, R57W, 6PM, Morgan County, Colo.

BOSTRON, DENIS L & CURT B
24800 HWY 34
FORT MORGAN, CO 80701

BOSTRON, REUBEN FARMS INC
16497 CO RD 24
FORT MORGAN, CO 80701

GRIFFITH LAND COMPANY LLC
16120 CO RD 24
FORT MORGAN, CO 80701

STITT, JOHN D & KATHERINE A TRUSTS
577 LAKEWOOD CT
WINDSOR, CO 80550

BATH, KEITH
16134 CO RD 23
FORT MORGAN, CO 80701

LINDELL, SHEILA GRAHAM ET AL
18734 TRANQUILITY DR
HUMBLE, TX 77346

ZARBOCK, DONALD EUGENE & DEAN ALLEN
23694 CO RD R
FORT MORGAN, CO 80701

BADGERLAND LLC
15960 CO RD 21
FORT MORGAN, CO 80701

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY BOARD OF ADJUSTMENT
DECEMBER 18, 2023 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 Monday, December 18, 2023 at 5:30 p.m., or as soon as possible thereafter, or at such other 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: Dennis L. Bostron

Landowner: Dennis L. Bostron and Curt B. Bostron

Legal Description: The subject parcel of land is located in the N½ SE¼ of Section 12, Township 3 North, Range 57 West of the 6th P.M., Morgan County, Colorado, otherwise known as 16497 Co Rd 24, Fort Morgan, CO 80701.

Request: A Variance from Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations, requesting the minimum area of a lot be reduced from 1 acre to 0.73 acres and also regarding minimum setbacks by reducing the side setback from 25 feet to 21.5 feet.

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/85729496857>

Or Telephone:

Dial:

+1 719 359 4580 US

Webinar ID: 857 2949 6857

Date of Application: October 27, 2023

Published in Fort Morgan Times on December 2, 2023.

Documents pertaining to the above identified matter are on file in the Planning Administrator's Office, 231 Ensign Street, basement, Fort Morgan and may be examined during regular office hours. At the time of hearing, opportunity will be given for the presentation of evidence in support of or in opposition to the application.

Nicole Hay

Nicole Hay, Morgan County Planning Administrator

NOTICE OF PUBLIC HEARING
MORGAN COUNTY BOARD OF ADJUSTMENT
DECEMBER 18, 2023 AT 5:30 P.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN
COUNTY ADMINISTRATIVE BUILDING, 231 ENSIGN,
FORT MORGAN, COLORADO

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+1 719 359 4580 US
Webinar ID: 857 2949 6857

Date of Application: October 27, 2023
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Documents pertaining to the above identified matter are on file in the Planning Administrator's Office, 231 Ensign Street, basement, Fort Morgan and may be examined during regular office hours.

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

/s/ Nicole Hay
Nicole Hay, Morgan County Planning Administrator

Published: Fort Morgan Times December 2, 2023-2020130

Prairie Mountain Media, LLC

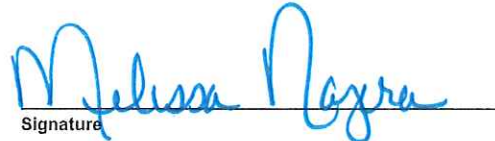
PUBLISHER'S AFFIDAVIT

County of Morgan
State of Colorado

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

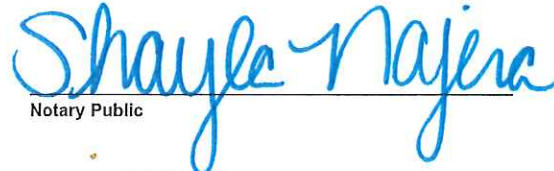
1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Fort Morgan Times*.
2. The *Fort Morgan Times* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Morgan County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Fort Morgan Times* in Morgan County on the following date(s):

Dec 2, 2023


Signature

Subscribed and sworn to me before me this

4th day of December, 2023.


Notary Public

(SEAL)

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

Account: 1052763
Ad Number: 2020130
Fee: \$49.68

ADDITIONAL INFORMATION