



MORGAN COUNTY PLANNING COMMISSION

AGENDA

DATE: Monday, December 8, 2025
TIME: 6:00 P.M.
PLACE: Assembly Room, 231 Ensign Street
Option of remote attendance via ZOOM for regular meeting

To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/82384106511>

Join via audio:

+1 719 359 4580 US

Webinar ID: 823 8410 6511

All materials are available for inspection at the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado, during regular office hours. Twenty-four hours prior to the meeting, the Planning Commission meeting packet is available here: morgancounty.colorado.gov.

AGENDA

1.) Regular meeting

Roll Call
Agenda
Minutes from November 10, 2025

2.) Public Hearing

- a) **Applicants and Landowners:** Randall and Rhonda Jess
Legal Description: Located in part of Sections 25 and 26, Township 4 North, Range 58, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado.
Request: Rezone (4) parcels from Spit Zone (SZ), Moderate Density Residential (MDR), Estate Residential (ER) and Rural Residential (RR) all to Agricultural Production (A).

- b) **Zoning Amendments related to Electric Motor Vehicle Charging Systems.**

3.) Action Item

- a) **Amendments to the Morgan County Planning Commission Bylaws**

ADJOURN:

| PLANNING COMMISSION 6:00 P.M. | DECEMBER 8, 2025 |
JESS REZONING

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 - Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

November 18, 2025

Randall and Rhonda Jess
16719 Carrie Ct.
Fort Morgan, CO 80701
Sent via email: [REDACTED]

Dear Applicant/Landowner:

Your Application for a Rezoning has been received by our office and will go to review and decision by the Planning Commission and Board of County Commissioners. The hearing for the Planning Commission will be held on **Monday, December 8, 2025 at 6:00 P.M.** The hearing for the Board of County Commissioners will be held on **Tuesday, December 16, 2025 at 9:00 A.M.**

As per Section 2-280(B), notification sign postings need to occur no later than 14 days prior to each hearing and photographs accompanied by an affidavit to our office no later than 10 days prior to each hearing. One sign facing each public right-of-way adjacent to the property is required. The county will provide (1) sign for each hearing to be posted in the easement off of Carrie Ct. It is up to you to post it.

Planning Commission sign notice dates: **Posted by November 24, 2025**
Pictures and Affidavit by November 28, 2025
The PC sign will be ready to be picked up in our office on **November 19, 2025.**

Board of County Commissioners sign notice dates: **Posted by December 2, 2025**
Pictures and Affidavit by December 5, 2025
The BCC sign will be ready to be picked up in our office on **November 19, 2025.**

It is necessary that the landowners be present at the hearings to answer any questions the Planning Commission or Board of County Commissioners may have. If any of the landowners are unable to attend, a letter stating who will be representing them will be needed for each hearing. Do not hesitate to contact us at any time if you have questions.

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

FILE SUMMARY



**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION
FILE SUMMARY
November 25, 2025
December 8, 2025 Hearing Date**

APPLICANT: Randall and Rhonda Jess
LANDOWNERS: Randall and Rhonda Jess and Deuel and Snyder Ditch Company

Randall and Rhonda Jess have submitted an application to rezone the following parcels of land:

1. The SW1/4SE1/4 of Section 25, Township 4 North, Range 58 West of the 6th PM, Morgan County, Colorado, to rezone from Rural Residential (RR) to Agricultural Production (A).
2. A 14.99-acre parcel of land in the SE1/4NE1/4 of Section 26, Township 4 North, Range 58 West of the 6th PM, Morgan County, Colorado, to rezone from Moderate Density Residential (MDR) to Agricultural Production (A).
3. The S1/2NE1/4 of Section 26, Township 4 North, Range 58 West of the 6th PM, Morgan County, Colorado, to rezone from Estate Residential (ER) to Agricultural Production (A).
4. The W1/2NW1/4 and the SE1/4NW1/4 of Section 26, Township 4 North, Range 58 West of the 6th PM, Morgan County, Colorado, to rezone from a split zoning of Agricultural Production (A) and Estate Residential (ER) to Agricultural Production (A). Several years ago the County rezoned a large amount of parcels. Unfortunately, several parcels were not zoned in accordance with their boundaries. The boundaries of the newly rezoned areas were not established through a legal description or map. As a result, several parcels in Morgan County are subject to two or more zone districts without information regarding which parts of the parcel is subject to which zone district. This is referred to as split zoning in the County.

The Deuel and Snyder Ditch Company has no objection to rezoning a 25' strip owned by them in the SW1/4SE1/4 of Section 25.

Currently, the properties are vacant except for a residence in the SE1/4NE1/4 of Section 26 and all properties are in the Fort Morgan Fire District.

The request to rezone the properties to Agricultural Production is to clean up the zoning because the property is primarily pasture land. There is limited access and there are no future development plans.

Review

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

Section 2-285 Rezoning Criteria:

- (A) The rezoning is consistent with the provisions of the Morgan County Comprehensive Plan.

AG-2 Goal: Preserve existing agricultural lands that grow food for the community and support the efficient expansion of productive agricultural uses, farms, ranches, and facilities.

The proposed rezoning will protect the existing agricultural areas from the impacts of development.

- (B) The rezoning is compatible with surrounding zone districts.

The surrounding zonings include estate residential (Rolling Hills Estates), moderate density residential (Morgan Heights), rural residential (Quail Dunes Golf Course), and agricultural production. With this mix of surrounding zoning, agricultural production zoning is compatible.

- (C) It is in the best interests of or furthers the health, safety, or general welfare of the citizens of Morgan County; and either:

- (1) Conditions in the area of the proposed rezoning or in adjacent areas have changed or are changing to such a degree as to warrant the rezoning; or
- (2) The property was zoned in error under the current zoning.

The properties have always been used as pasture land and development would be difficult due to lack of access and the terrain. Rezoning the properties will conform to the current conditions.

Recommendation

The application generally meets the criteria as explained above and staff recommends approval of the application.

Nicole Hay,
Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Application

Right to Farm



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

EMAIL: permits_licensing@co.morgan.us

PERMIT # RZP2025 - 0002

Date Received 10/23/25 Received By S
App Fee \$ 750 Ck/CC #: 206 Paid 10/10/25
Recording Fee \$ Ck/CC #: Paid / /
PC Date: / / BOCC Date: / /
100 Year Floodplain? Y/N Taxes Current? Y/N

REZONING PERMIT APPLICATION

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

APPLICANT

Name Randy + Rhonda
Address 16719 Carme Ct
Fort Morgan CO
Phone [REDACTED]
Email [REDACTED]

LANDOWNER

Name Randy + Rhonda
Address 16719 Carme Ct
Fort Morgan CO
Phone [REDACTED]
Email [REDACTED]
cell [REDACTED]

BRIEF DESCRIPTION OF APPLICATION

Rezone adjoining parcels all to ag.

PROPERTY LEGAL DESCRIPTION

Address (if available):

Parcels listed in app. 104216000005, 104216000011
104216000004 10425000012
25 04 58
S: 26 T: 04 R: 58 1/2 1/4 1/4 Property Size (sq. ft. or acres)
Parcel #: - - Zone District: SZ, MDR, ER & RR
Subdivision: n/a Lot #(s):

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

SEE REQUIRED ATTACHMENT LIST

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

REZONING PERMIT REQUIRED ATTACHMENT LIST

Fee:

☐ Non-Refundable Application Fee

**Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 3 hours.*

Project Narrative: ☒ Narrative— Including the following:

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

Impacts:

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

Map & Plans:

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

REZONING PERMIT REQUIRED ATTACHMENT LIST CONT.

Ownership:

☒ Current title insurance commitment (last 6 months)

Miscellaneous:

☒ Right to Farm Policy signed by Landowner(attached)

☐ _____ # Paper Application sets

☐ _____ Digital Copy of Application (One sided only)

☐ Posted Public Notice Verification:

☐ Notarized affidavit with photographs from a distance & close-up

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

☐ Additional Information required by staff: _____

APPLICANT & LANDOWNERS **MUST** SIGN APPLICATION

APPLICANT & LANDOWNER'S STATEMENT

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

Randall W. Jess 4/25/25
Applicant Signature Date

Randall W. Jess 4/25/25
Landowner Signature Date

Rhonda Jess 4/25/25
Applicant Signature Date

Rhonda Jess 4/25/25
Landowner Signature Date

MORGAN COUNTY RIGHT TO FARM POLICY

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all 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. Over 70% of the County's acreage is devoted to farming and raising livestock with over 700 farms. The agricultural products produced by those farms create millions of dollars of market value. Morgan County recognizes the importance of agricultural operations as necessary and worthy of recognition and protection and supports policies to maintain the high-quality rural character of the County.

Living in Morgan County requires residents to accept the effects of agriculture and rural living as part of daily life. Agricultural users of the land are not expected to change their long-established agricultural practices to accommodate the intrusions of residential activities into a rural area. These effects may include noise from tractors, equipment, and aerial spraying at any time; dust from animal pens, field work, harvesting, and use of gravel roads; odor from confinement animal feeding operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers; and movement of livestock or machinery on public roads. Under Colorado law, these activities are not considered nuisances and are protected.

Residents must also accept that public services in rural areas are different than urban or suburban areas. Specifically, regular road maintenance may be less available and may be at a lower level. In certain circumstances, the standard for maintenance may be determined on whether the road is passable and usable and not whether the road surface is rough. County gravel roads, no matter how often they are maintained, will not provide the same kind of surface expected from a paved road and will not support travel at the recommended speed. Further, the County may permit certain road maintenance activities by agricultural producers or other industries to allow those commercial activities to continue when County resources are unavailable due to other road issues or events. The County considers these activities to be integral to the protection of agricultural operations in Morgan County.

In addition, in Morgan County, utility services may be nonexistent or subject to interruption; law enforcement, fire protection and ambulance service will have considerably longer response times; and snow may not be removed from County roads for several days after a major snowstorm. The County prioritizes snow removal as it deems necessary.

People are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farms, ponds, irrigation ditches, electrical service to pumps and oil field equipment and operations, noxious weeds, livestock, and territorial animals may present real threats to people. It is necessary that all activities are supervised for both the protection of the people and protection of agricultural activities and owners may need to fence property to ensure a safe environment.

All County residents 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, including but not limited to, the Colorado Fence and Right to Farm laws, and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, and keeping animals under control. Residents are responsible for understanding and accepting the implications of living in a rural agricultural area.

Information regarding these topics may be obtained from the Morgan County Extension Office and Planning and Zoning Department.

RECEIPT AND STATEMENT OF UNDERSTANDING

I hereby certify that I have read and understood the Morgan County Right to Farm Policy. I further state that I am aware and acknowledge that the conditions of living in a rural area, primarily used for agricultural production, and that I understand these activities are protected under Colorado law and are not considered a nuisance.

Randall W. Jess 10/10/25
Signature Date

Randall W Jess
Printed Name

16719 Carrie Ct
Address
Ft. Morgan

Rhonda S Jess 10/10/25
Signature Date

Rhonda S Jess
Printed Name

16719 Carrie Ct
Address
Ft Morgan CO 80701

Adopted by the Morgan County Board of County Commissioners by Resolution 2025 BCC 21

RECEIPT

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



RZP2025-0002 | Rezoning Permit

Receipt Number: 546074
October 10, 2025

Payment Amount: \$750.00

Transaction Method	Payer	Cashier	Reference Number
Check	Randy & Rhonda Jess	Jenafer Santos	206

Comments

Assessed Fee Items

Fee items being paid by this payment

Assessed On	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
10/24/25	Rezoning		\$750.00	\$750.00	\$0.00
Totals:			\$750.00	\$750.00	
			Previous Payments		\$0.00
			Remaining Balance Due		\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
Multiple FORT MORGAN, CO 80701	Randy & Rhonda Jess	16719 CARRIE CT FORT MORGAN, CO 80701	

Description of Work

Rezoning parcels 104126000005, 104126000004, 104126000011, and 104125000012 to AG.

APPLICANT NARRATIVE

Rezoning

We want to rezone all the parcels to ag. All the parcels are pasture land.

No future development plans

Bob Thoms will provide rezoning map and title insurance.

Randy and Rhonda Jess

There will not be any impacts
to adjacent uses & will
align with existing zone
districts
The rezoning is consistent
with the MOCO comp. plan
It is compatible with other
zone districts.
The rezoning will not have any
environmental impacts on the
surrounding municipality, fire
district, school district, sewer
dept, or irrigation

SITE PLAN/MAPS

REZONING MAP

LOCATED IN THE NORTH HALF OF SECTION 26,
TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 6TH P.M.,
COUNTY OF MORGAN, STATE OF COLORADO

LEGAL DESCRIPTION - PROVIDED - REZONED PARCEL

(PROVIDED BY PERSONAL REPRESENTATIVE'S DEED RECORDED DECEMBER 28, 2015 AT RECEPTION NO. 897457, MORGAN COUNTY RECORDS)

THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 6TH P.M., AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 6TH P.M.,

LESS AND EXCEPT PARCEL DESCRIBED AS PARCEL 2 IN BOOK 979 AT PAGE 754, OF THE RECORDS OF SAID COUNTY;

AND A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BASIS OF BEARINGS: BEARINGS WERE TAKEN FROM GLO RE-SURVEY OF 1949 AND THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 AS BEING NORTH 00°32' WEST WITH ALL OTHER BEARINGS AS BEING RELATIVE THERETO; COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE NORTH 00°32' WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER, 1,104.0 FEET; THENCE NORTH 89°19' EAST, 592.0 FEET; THENCE SOUTH 00°32' EAST, 1,104.0 TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 89°19' EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, 592.0 FEET TO THE POINT OF BEGINNING;

COUNTY OF MORGAN, STATE OF COLORADO.

VICINITY MAP



(NOT TO SCALE)

NORTHEAST CORNER
SECTION 23, TOWNSHIP 4 NORTH,
RANGE 58 WEST OF THE 6TH P.M.,
FOUND 2" O.D. PIPE WITH 3" BLM
BRASS CAP, STAMPED AS
INDICATED, 1.0' ABOVE GROUND

WEST SIXTEENTH CORNER
SECTIONS 23&26, TOWNSHIP 4, NORTH,
RANGE 58 WEST OF THE 6TH P.M.,
FOUND #6 REBAR WITH 3 1/4"
ALUMINUM CAP, STAMPED AS
INDICATED, FLUSH WITH GROUND

THOMAS
T4N R58W
S23
S26
2025
PLS 38353

NORTH QUARTER CORNER
SECTION 26, TOWNSHIP 4 NORTH,
RANGE 58 WEST OF THE 6TH P.M.,
FOUND 2.5" O.D. PIPE WITH 3" BLM
BRASS CAP, STAMPED AS
INDICATED, 0.5' ABOVE GROUND

THOMAS
T4N R58W
S23
S26
2025
PLS 38353

NORTH SIXTEENTH CORNER
SECTIONS 26&25, TOWNSHIP 4 NORTH,
RANGE 58 WEST OF THE 6TH P.M.,
FOUND #6 REBAR WITH 2 1/2"
ALUMINUM CAP, STAMPED AS
INDICATED, FLUSH WITH GROUND

T4N
R58W
N1/16
26/25
1996

LEGEND

	ALIQUOT CORNER (AS DESCRIBED)
	SUBJECT BOUNDARY
	PROPERTY LINE
	EASEMENT
	ALIQUOT LINE

REZONED PARCEL

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,
SECTION 26, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 6TH P.M.,
ZONED - SZ

SOUTH HALF OF THE NORTHEAST QUARTER,
SECTION 26, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 6TH P.M.,
ZONED - ER

PARCEL 2
ZONED - MDR

SURVEYOR'S NOTES:

- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF EQUITY TITLE ASSOCIATES II, LLC TITLE COMMITMENT NOS. 00058173-003-T03-SB, DATED JUNE 2, 2025, AND 00058174-003-T03-SB, DATED JUNE 3, 2025 AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE EASEMENTS OR TITLE OF RECORD. THOMAS LAND SURVEYING, LLC RELIED ON SAID COMMITMENT EXCLUSIVELY, FOR ALL EASEMENTS AND RIGHTS-OF-WAY. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT SAID TITLE COMMITMENT MAY DISCLOSE.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS REZONE MAP WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS REZONE MAP BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS REZONE MAP IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. 1858 (2009).
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

SURVEYOR'S CERTIFICATE

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

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38353

DATE

COMMISSIONER'S CERTIFICATE:

APPROVED FOR REZONING FROM SPECIAL ZONE (SZ) / ESTATE RESIDENTIAL (ER) /

SPECIAL ZONE (SZ) TO AGRICULTURAL (A) VIA RESOLUTION 2025 BCC

THIS DAY OF , 2025, BY THE BOARD OF COUNTY

COMMISSIONERS, MORGAN COUNTY, COLORADO

CHAIRMAN

ATTEST:

CLERK TO THE BOARD

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF MORGAN } SS.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT
O'CLOCK M., THIS DAY OF ,

20 , AND IS DULY RECORDED IN PLAT FILE , FEES PAID

RECORDER

DEPUTY

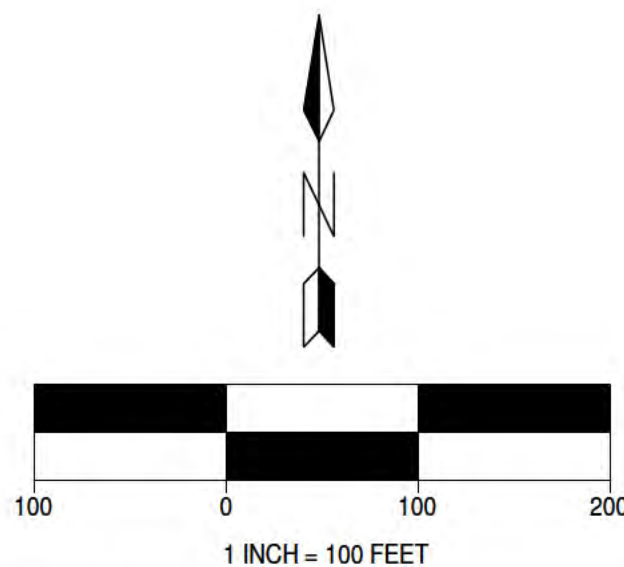
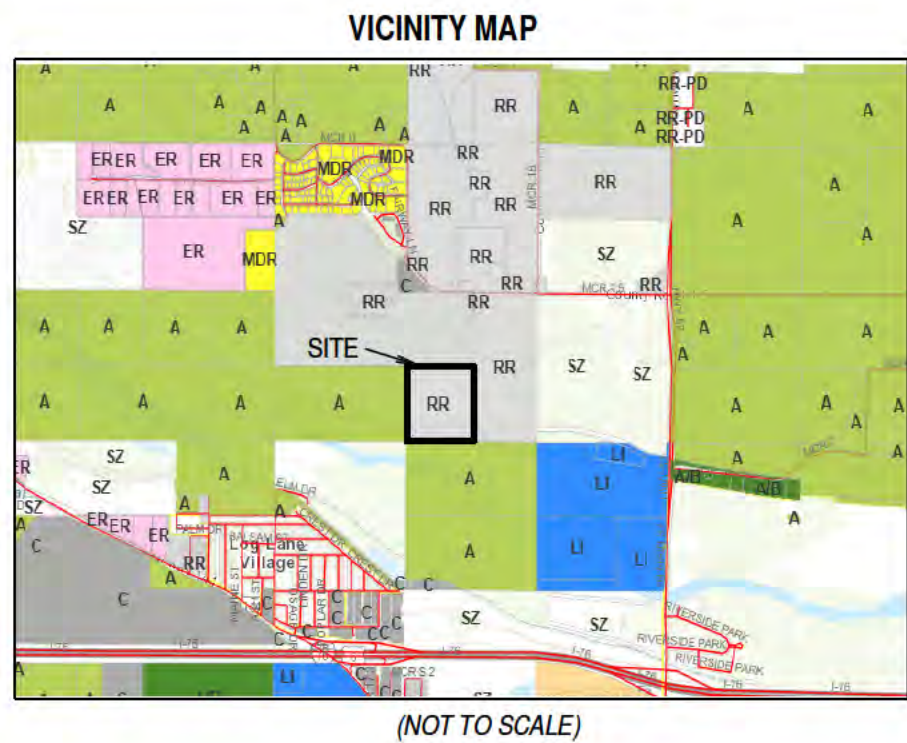
OWNER: RANDALL W. JESS AND RHONDA S. JESS
16719 CARRIE COURT, FORT MORGAN CO. 80701
970-768-0881

PREPARED BY: THOMAS LAND SURVEYING, LLC
2619 WEST 11TH STREET ROAD, SUITE 24
GREELEY, COLORADO 80634
TELEPHONE (970) 304-0984

PROJECT: 2506.001
DRAWING: JESS S28 T4N R58W WEST REZONE

REZONING MAP

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 25, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 6TH P.M.,
COUNTY OF MORGAN, STATE OF COLORADO



SURVEYOR'S NOTES:

1. THIS REZONING MAP WAS PREPARED WITH BENEFIT OF STEWART TITLE GUARANTY COMPANY TITLE COMMITMENT NO. 300058-FTM-TO, DATED OCTOBER 15, 2025 AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE EASEMENTS OR TITLE OF RECORD, AT CLIENTS REQUEST. THIS REZONE DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT SAID TITLE COMMITMENT MAY DISCLOSE.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS REZONE MAP WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS REZONE MAP BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS REZONE MAP IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508, WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. 1858 (2009).
5. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

SURVEYOR'S CERTIFICATE

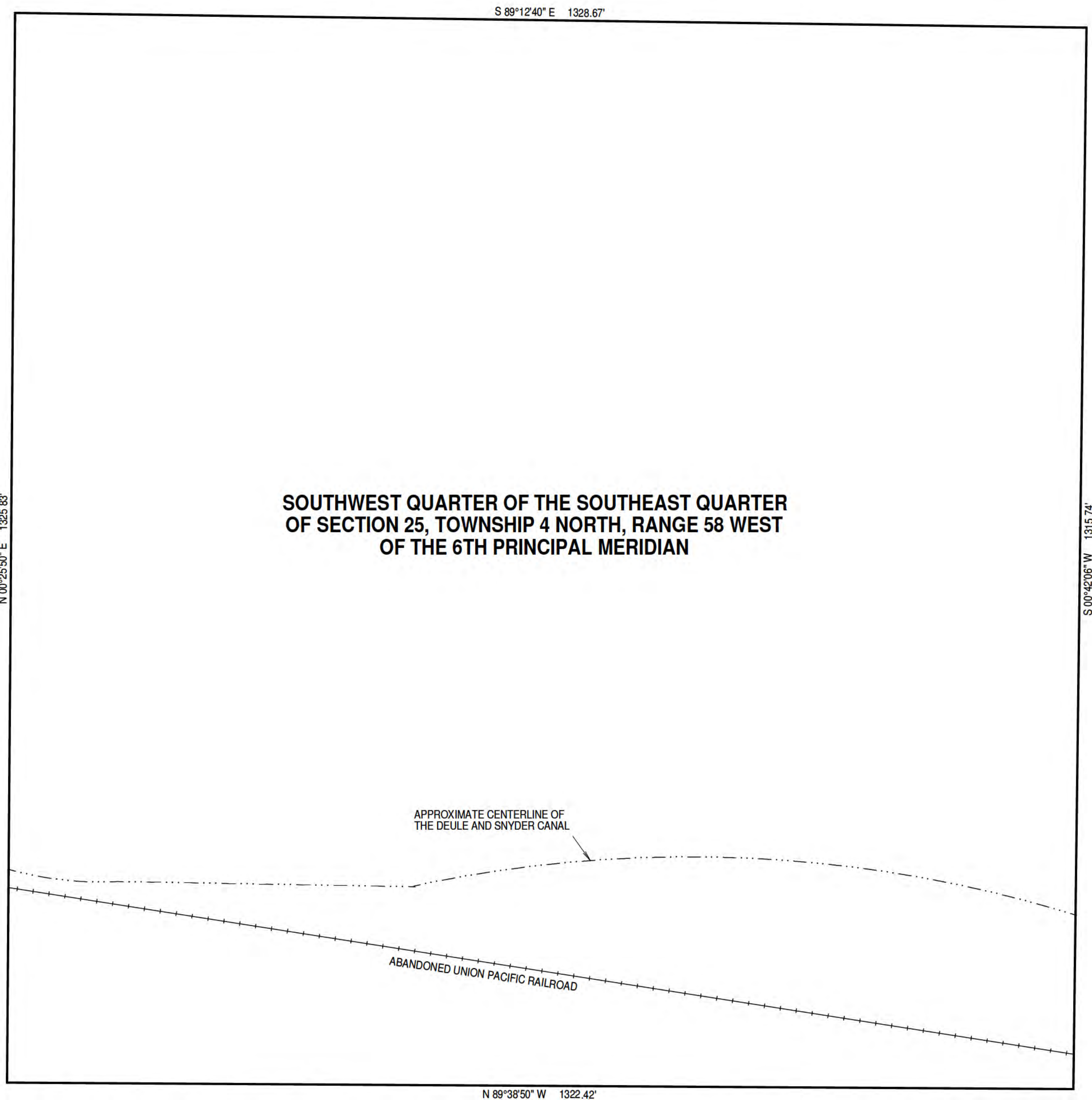
I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS REZONE MAP WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER CERTIFY THAT THE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

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38353

DATE _____

OWNER: RANDALL W. JESS AND RHONDA S. JESS
16719 CARRIE COURT, FORT MORGAN CO. 80701
970-768-0881

PREPARED BY: THOMAS LAND SURVEYING, LLC
2619 WEST 11TH STREET ROAD, SUITE 24
GREELEY, COLORADO 80634
TELEPHONE (970) 304-0984



LEGAL DESCRIPTION - PROVIDED - REZONED PARCEL

(PROVIDED BY PERSONAL REPRESENTATIVE'S DEED RECORDED DECEMBER 28, 2015 AT RECEPTION NO. 897457, MORGAN COUNTY RECORDS)

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO.

13

COMMISSIONER'S CERTIFICATE:

APPROVED FOR REZONING FROM RURAL RESIDENTIAL ZONE (RR) TO AGRICULTURAL (A)

VIA RESOLUTION 2025 BCC _____

THIS _____ DAY OF _____, 2025, BY THE BOARD OF COUNTY

COMMISSIONERS, MORGAN COUNTY, COLORADO

CHAIRMAN _____

ATTEST:

CLERK TO THE BOARD _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF MORGAN } SS.

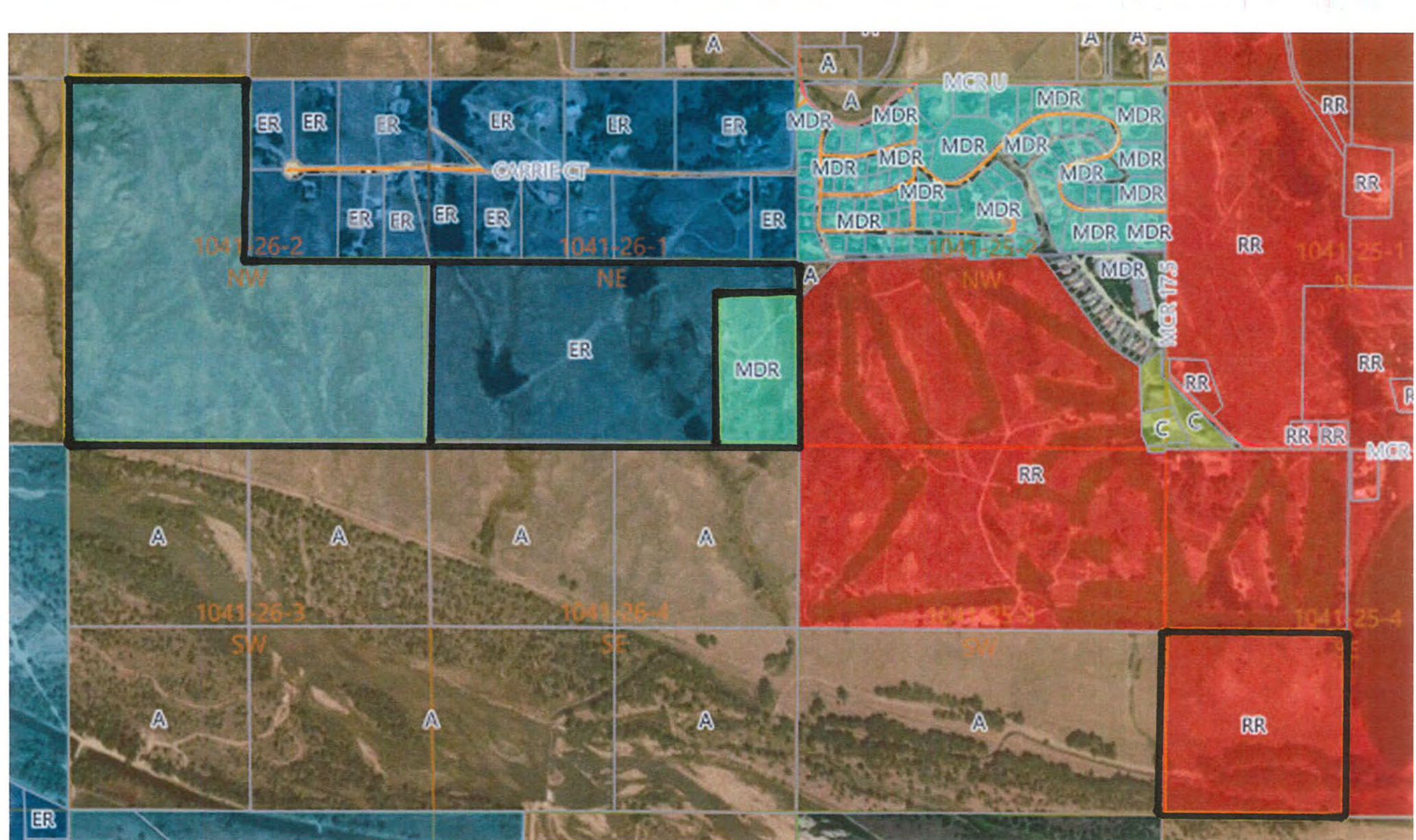
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____,

20____, AND IS DULY RECORDED IN PLAT FILE _____, FEES _____ PAID

RECORDER _____

DEPUTY _____

PROJECT: 2510.004
DRAWING: JESS S25 T4N R58W WEST REZONE



PROOF OF OWNERSHIP

Current Title Commitment



EQUITY TITLE OF COLORADO

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

Date: June 10, 2025

Our File Number: 00058174 SB

C-1 – New TBD Commitment

Re: Randall W. Jess and Rhonda S. Jess / TBD

Property Address: 19725 Canfield Avenue Fort Morgan, CO 80701

Escrow Officer: Title Only

Title Officer: Shelly Butt

[Delivery List]

Seller:

Randall W. Jess and Rhonda S. Jess

Copy to:

Thomas Land Surveying, PLS
2619 West 11th Street Road Suite 24

Greeley, CO 80634

Attn: Bob Thomas

Ph: [REDACTED]

Email: [REDACTED]

SENT VIA EMAIL

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

ISSUED BY

Stewart Title Guaranty Company - II

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:
Authorized Countersignature**Equity Title Associates II, LLC**Company Name**Fort Morgan, CO 80701**City, State

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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

5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PROFORMA POLICY

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

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9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY - II

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

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

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

Issuing Agent: Equity Title Associates II, LLC
 Issuing Office: 520 Sherman Street, , Fort Morgan, CO 80701
 ALTA® Universal ID: None
 Loan ID Number:
 Issuing Office File Number: 00058174-003-TO3-SB
 Property Address: 19725 Canfield Avenue, Fort Morgan, CO 80701

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Effective Date: **June 3, 2025**
2. Policy to be issued:
 - (a) **None**

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

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

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

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TITLE PREMIUMS

TBD Commitment Search Fee	\$	300.00
TOTAL	\$	\$ 300.00

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

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 26, Township 4 North, range 58 West of the 6th P.M., Morgan County, Colorado;

LESS AND EXCEPT parcel described as Parcel 2 in Book 979 at Page 754, of the records of said County; County of Morgan, State of Colorado;

PARCEL 2:

A parcel of land in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 26, Township 4 North, range 58 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows:

Basis of bearings: Bearings were taken from G.L.O re-survey of 1949 and the East line of the NE $\frac{1}{4}$ of Section 26 as being North 0°32' West with all other bearings as being relative thereto:

COMMENCING at the E $\frac{1}{4}$ corner of said Section 26;

THENCE North 0°32' West along the East line of the NE $\frac{1}{4}$, 1104.0 feet;

THENCE North 89°19' West, 592.0 feet;

THENCE South 0°32' East, 1104.0 feet to a point on the South line of the NE $\frac{1}{4}$;

THENCE South 89°19' East along the South line of the NE $\frac{1}{4}$, 592.0 feet to the point of beginning;

County of Morgan, State of Colorado.

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SCHEDULE B – PART I REQUIREMENTS

~~All of the following Requirements must be met:~~

- ~~A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.~~
- ~~B. Pay the agreed amount for the estate or interest to be insured.~~
- ~~C. Pay the premiums, fees, and charges for the Policy to the Company.~~
- ~~D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.~~

~~i. []~~

~~ii. []~~

~~{=clause=}~~

- ~~E. Evidence if any that all assessments for common expenses due under the Declaration referred to in Schedule B, Section 2 contained herein, have been paid.~~
- ~~F. Receipt by the Company of a satisfactory Final Affidavit, executed by Randall W. Jess and Rhonda S. Jess.~~
- ~~G. Receipt by the Company of a satisfactory Final Affidavit, executed by TBD.~~
- ~~H. Payment of all taxes and assessments now due and payable.~~

END OF SCHEDULE B – Part I

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

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SCHEDULE B – PART II

EXCEPTIONS

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

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

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

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

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

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

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

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2025 and subsequent years, a lien, not yet due or payable."

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated June 8, 1911, as Patent No. [203943](#).
9. Deuel and Snyder Canal and ponds, as presently in existence.
10. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, as set forth in the Order, recorded May 6, 1907, as Reception No. [25157](#).
11. Terms and conditions as set forth in the Deed, recorded February 4, 1930, as Reception No. [193196](#).

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

12. Conveyance of mineral interests, as set out and described in Mineral Deed recorded April 23, 1931, as Reception No. [205735](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Conveyance of mineral interests, as set out and described in Mineral Deed recorded May 29, 1931, as Reception No. [206997](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. An Oil and Gas Lease, from Lawrence J. Reid and Gladys G. Reid and Owners Royalty Pool Inc., the Fort Morgan Consolidated Royalty Corporation, as Lessor(s) to W.A. Myers, as Lessee(s), dated April 6, 1931, recorded October 14, 1931, as Reception No. [210430](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. Terms and conditions as set forth in the Deed, recorded June 12, 1946, as Reception No. [323650](#).
16. An Oil and Gas Lease, from Lawrence J. Reid and Gladys A. Reid, as Lessor(s) to C.S. McGhee, as Lessee(s), dated July 2, 1953, recorded September 15, 1953, as Reception No. [390275](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. Reservation of mineral interests, as set out and described in Deed recorded May 14, 1954, as Reception No. [398206](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. An Oil and Gas Lease, from Rainsford J. Winslow, as Lessor(s) to Griffith Exploration Company, as Lessee(s), dated December 7, 1961, recorded December 27, 1961, as Reception No. [486946](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. An Oil and Gas Lease, from Rainsford Winslow and Winifred W. Winslow, as Lessor(s) to Thomas M. Robinson, as Lessee(s), dated February 12, 1969, recorded April 1, 1969, as Reception No. [553614](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. Terms and conditions as set forth in the Notice of County Zoning Resolution, recorded July 20, 1972, as Reception No. [573931](#).
21. Terms and conditions as set forth in the Easement, recorded April 3, 1978, as Reception No. [620954](#).
22. Terms and conditions as set forth in the Deed, recorded April 7, 1995, as Reception No. [748076](#) and re-recorded April 12, 1995, as Reception No. [748128](#).

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

23. Terms and conditions as set forth in the Easement, recorded April 12, 1995, as Reception No. [748129](#).
24. Terms and conditions as set forth in the Deed, recorded April 20, 1995, as Reception No. [748290](#).
25. Terms and conditions as set forth in the Easement, recorded April 20, 1995, as Reception No. [748291](#).
26. Terms and conditions as set forth in the Exemption, recorded July 11, 1995, as Reception No. [749698](#).
27. All matters revealed and as shown on the Subdivision Exemption Plat Land Survey Plat, recorded July 11, 1995, in Book 983 at Page 133, as Reception No. [1600293](#).
28. Terms and conditions as set forth in the Deed, recorded September 16, 1998, as Reception No. [772514](#).
29. Terms and conditions as set forth in the Easement, recorded March 3, 1999, as Reception No. [776307](#).
30. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded Leases and Tenancies.
31. The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
 - a.) Mountain Bell Telephone Company recorded October 2, 1981, in [Book 821 at Page 502](#).
 - b.) Public Service Company of Colorado recorded October 2, 1981, in [Book 821 at Page 514](#).
 - c.) Morgan County REA, recorded January 22, 1982, in [Book 825 at Page 656](#).

END OF SCHEDULE B – PART II

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DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

Orange Coast Title Family of Companies
PRIVACY POLICY

We are committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Your California Rights (see attachments) or you may visit our website at

<https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. Only applies to CA residents

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Other Important Information

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

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

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

Your California Rights

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

Right to Know

You have the right to know:

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

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

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

Right of Deletion

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

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

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

Right to Opt-Out

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

Right of Non-Discrimination

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

California Minors

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

Collection Notice

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

Categories of Personal Information Collected

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

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

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

Categories of Sources

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

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

Business Purpose for Collection

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

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

Categories of Third Parties Shared

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

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

Sale Notice

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

Disclosure Notice

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

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

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

Call Us at our toll free number (866)

241-7373

Email Us at dataprivacy@octitle.com

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

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

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

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

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

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

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

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

Sharing practices

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

Contact Us

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

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

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Authorized Countersignature
Equity Title of Colorado

Fort Morgan, CO 80701



Frederick H. Eppinger, President and CEO

David Hisey, Secretary

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

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File No.: 300058-FTM-TO

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 12



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

4. COMPANY'S RIGHT TO AMEND

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

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

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ALTA Commitment for Title Insurance (07-01-2021)

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5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

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

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ALTA Commitment for Title Insurance (07-01-2021)

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10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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

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ALTA Commitment for Title Insurance (07-01-2021)

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

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Equity Title of Colorado
Issuing Office: 520 Sherman Street
Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 1108591
Loan ID Number:
Commitment Number: 300058-FTM-TO
Issuing Office File Number: 300058-FTM-TO
Property Address: Vacant Land, Fort Morgan, CO 80701
Revision Number:

1. **Commitment Date:** October 15, 2025 at 8:00 AM

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA Owner's Policy Proposed Insured: TBD	\$
(b) 2021 ALTA Loan Policy Proposed Insured:	\$

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

4. **The Title is, at the Commitment Date, vested in:**
Randall W. Jess and Rhonda S. Jess

5. **The Land is described as follows:**
See Exhibit "A" Attached Hereto.

EQUITY TITLE OF COLORADO



Authorized Countersignature

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

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

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

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

	Premium
(a) TBD Commitment Search Fee	\$300.00
Total Premium:	\$300.00

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

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 300058-FTM-TO

The Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 58 West of the 6th P.M.,
County of Morgan, State of Colorado;
EXCEPT a 25-foot strip of land conveyed to the Duel and Snyder Improvement Company in Quit-Claim Deed
recorded February 2, 1903 in Book 48 at Page 74;
County of Morgan, State of Colorado.

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File No.: 300058-FTM-TO

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

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

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 300058-FTM-TO

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.

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

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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 300058-FTM-TO

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in United States Patent recorded September 10, 1886, in [Book 26 at Page 380](#) . The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Map and Sworn Statement for the Deuel and Snyder Improvement Company Canal dated June 27, 1884, recorded June 28, 1884, in Book 4 at Page 168.
11. Deuel and Snyder Canal, as presently in existence.
12. Right of Way for Road purposes as specified in the Road Viewer's Report recorded October 28, 1885, in [Book 15 at Page 125](#) .

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

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13. Terms and conditions as set forth in the Quit Claim Deed, recorded February 2, 1903, in Book 48 at Page 74 to the Deuel and Snyder Improvement Company. NOTE: conveying the right of way for the operation and maintaining the said irrigation ditch of said company and when and if the same should be abandoned or not used as such, said land and right of way ditch shall revert back to the Owner of the following described land: A strip of land 25 feet wide, being 12 1/2 feet on each side of the centerline of the Deuel and Snyder Improvement Company's Ditch as now constructed and operated over and across the South Half of Section 25.
14. Right of Way for Road purposes as specified in the Road Petition recorded May 26, 1909, in [Book 73 at Page 4](#) , said road to be not less than 60 feet in width.
15. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, as set forth in the Order, recorded May 6, 1907, as Reception No. [25157](#) .
16. Morgan County Road T, as presently in existence.
17. Conveyance of mineral interests, as set out and described in Mineral Deed recorded June 11, 1931, as Reception No. [207411](#) . The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. An Oil and Gas Lease, from The R.J. Donnen & Sons Investment Company, as Lessor(s) to W.A. Myers, as Lessee(s), dated April 6, 1931, recorded October 14, 1931, as Reception No. [210427](#) and any and all assignments thereof or interests therein. NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. Terms and conditions as set forth in the Placer Mining Lease, recorded August 22, 1935, as Reception No. [240579](#) . NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. An Oil and Gas Lease, from S. Weisbart and Company, as Lessor(s) to C.S. McGhee, as Lessee(s), dated July 8, 1953, recorded November 3, 1953, as Reception No. [391420](#) and any and all assignments thereof or interests therein. NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
21. Conveyance of mineral interests, as set out and described in Mineral Deed recorded November 9, 1955, as Reception No. [416818](#) . The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. Terms and conditions as set forth in the Easement, recorded June 25, 1962, as Reception No. [493413](#) . Letter recorded June 25, 1962, as Reception No. [493414](#) .
23. An Oil and Gas Lease, from Irvin Weisbart, George Weisbart and the Estate of Harry Weisbart, deceased, as Lessor(s) to Monsanto Chemical Company, as Lessee(s), dated March 28, 1982, recorded June 29, 1962, as Reception No. [493545](#) and any and all assignments thereof or interests therein. NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
24. Terms and conditions as set forth in the Notice of County Zoning Resolution, recorded July 20, 1972, as Reception No. [573931](#) .
25. Reservation of mineral interests, as set out and described in Deeds recorded February 25, 1975, as

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

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Reception No. [593180](#) , Reception No. [593181](#) , Reception No. [593182](#) , Reception No. [593183](#) and Reception No. [593184](#) . The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

26. Reservation of mineral interests, as set out and described in Deed recorded March 21, 1975, as Reception No. [593804](#) . The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Terms and conditions as set forth in the Grant of Easement, recorded November 7, 2007, as Reception No. [846160](#) .

27. Terms and conditions as set forth in the Grant of Easement, recorded November 7, 2007, as Reception No. [846161](#) .

28. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded Leases and Tenancies.

29. 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 Land:

- a.) Mountain Bell Telephone Company recorded October 2, 1981, in [Book 821 at Page 502](#) .
- b.) Fort Morgan Underground Facilities recorded November 22, 1989, in [Book 917 at Page 513](#) .
- c.) Public Service Company of Colorado recorded October 2, 1981, in [Book 821 at Page 514](#) .
- d.) Morgan County REA, recorded January 22, 1982, in [Book 825 at Page 656](#) .

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

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DISCLOSURES

File No.: 300058-FTM-TO

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

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

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

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

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



EQUITY TITLE OF COLORADO

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

Date: June 9, 2025

Our File Number: 00058173 SB

C-1 – New TBD Commitment

Re: Randall W. Jess and Rhonda S. Jess / TBD

Property Address: 16309 Carrie Court Fort Morgan, CO 80701

Escrow Officer: Title Only

Title Officer: Shelly Butt

[Delivery List]

Seller:

Randall W. Jess and Rhonda S. Jess

Buyer:

TBD

Copy to:

Thomas Land Surveying, PLS
2619 West 11th Street Road Suite 24

Greeley, CO 80634

Attn: Bob Thomas

Ph: [REDACTED]

Email: [REDACTED]

SENT VIA EMAIL

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

ISSUED BY

Stewart Title Guaranty Company - II

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:
Authorized Countersignature**Equity Title Associates II, LLC**Company Name**Fort Morgan, CO 80701**City, State

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PROFORMA POLICY

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

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9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY - II

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

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

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

Issuing Agent: Equity Title Associates II, LLC
 Issuing Office: 520 Sherman Street, , Fort Morgan, CO 80701
 ALTA® Universal ID: None
 Loan ID Number:
 Issuing Office File Number: 00058173-003-TO3-SB
 Property Address: 16309 Carrie Court, Fort Morgan, CO 80701

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Effective Date: **June 2, 2025**
2. Policy to be issued:
 - (a) **None**

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

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

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

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TITLE PREMIUMS

TBD Commitment Search Fee	\$	300.00
TOTAL	\$	\$ 300.00

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

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EXHIBIT A LEGAL DESCRIPTION

The West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 26, Township 4 North, Range 58 West of the 6th P.M., County of Morgan, State of Colorado.

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

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SCHEDULE B – PART I REQUIREMENTS

~~All of the following Requirements must be met:~~

- ~~A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.~~
- ~~B. Pay the agreed amount for the estate or interest to be insured.~~
- ~~C. Pay the premiums, fees, and charges for the Policy to the Company.~~
- ~~D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.~~

~~i. []~~

~~ii. []~~

~~{=clause=}~~

- ~~E. Evidence if any that all assessments for common expenses due under the Declaration referred to in Schedule B, Section 2 contained herein, have been paid.~~
- ~~F. Receipt by the Company of a satisfactory Final Affidavit, executed by Randall W. Jess and Rhonda S. Jess.~~
- ~~G. Receipt by the Company of a satisfactory Final Affidavit, executed by TBD.~~
- ~~H. Payment of all taxes and assessments now due and payable.~~

END OF SCHEDULE B – Part I

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

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

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SCHEDULE B – PART II

EXCEPTIONS

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

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

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

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

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

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

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

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2025 and subsequent years, a lien, not yet due or payable."

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. The right of a 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 a right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated June 8, 1904, in [Book 135 at Page 316](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Deuel and Snyder Canal, as presently in existence.
10. South Platte River, as presently in existence.

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

11. Union Pacific Railroad, as presently in existence.
12. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, as set forth in the Order, recorded May 6, 1907, as Reception No. [25157](#).
13. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded October 12, 1931, as Reception No. [210330](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded October 12, 1931, as Reception No. [210337](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded October 16, 1931, as Reception No. [210517](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded October 21, 1931, as Reception No. [210653](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded October 28, 1931, as Reception No. [210849](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded November 5, 1931, as Reception No. [211039](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded November 5, 1931, as Reception No. [211041](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded November 14, 1931, as Reception No. [211277](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
21. An Oil and Gas Lease, from James R. Macon, as Lessor(s) to C.S. McGhee, as Lessee(s), dated July 1, 1953, recorded September 18, 1953, as Reception No. [390266](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

22. An Oil and Gas Lease, from John S. Wentz and Mabel Wentz, as Lessor(s) to C.S. McGhee, as Lessee(s), dated July 1, 1953, recorded November 3, 1953, as Reception No. [391418](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
23. Conveyance of mineral interests, as set out and described in Mineral Deed, recorded April 4, 1955, as Reception No. [409396](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
24. Reservation of mineral interests, as set out and described in Deed recorded December 24, 1955, as Reception No. [418332](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
25. Terms and conditions as set forth in the Deed recorded December 24, 1955, as Reception No. [418332](#).
26. An Oil and Gas Lease, from Rainsford J. Winslow, as Lessor(s) to Griffith Exploration Corporation, as Lessee(s), dated December 7, 1961, recorded December 27, 1961, as Reception No. [486945](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
27. An Oil and Gas Lease, from Rainsford Winslow and Winifred W. Winslow, as Lessor(s) to Thomas M. Robinson, as Lessee(s), dated February 12, 1969, recorded April 1, 1969, as Reception No. [553614](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
28. Terms and conditions as set forth in the Notice of County Zoning Resolution, recorded July 20, 1972, as Reception No. [573931](#).
29. Terms and conditions as set forth in the Right of Way Agreement, recorded January 20, 1995, as Reception No. [746729](#).
30. Terms and conditions as set forth in the Instrument, recorded April 20, 1995, as Reception No. [748291](#).
31. Terms and conditions as set forth in the Grant of Access Easement, recorded December 12, 2024, as Reception No. [954264](#).
32. Terms and conditions as set forth in the Subordination Agreement, recorded December 16, 2024, as Reception No. [954313](#).
33. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded Leases and Tenancies.

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

34. The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
- a.) Mountain Bell Telephone Company recorded October 2, 1981, in [Book 821 at Page 502](#).
 - b.) Public Service Company of Colorado recorded October 2, 1981, in [Book 821 at Page 514](#).
 - c.) Morgan County REA, recorded January 22, 1982, in [Book 825 at Page 656](#).

END OF SCHEDULE B – PART II

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

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DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

Orange Coast Title Family of Companies
PRIVACY POLICY

We are committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Your California Rights (see attachments) or you may visit our website at

<https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. *Only applies to CA residents*

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Other Important Information

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

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

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

Your California Rights

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

Right to Know

You have the right to know:

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

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

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

Right of Deletion

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

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

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

Right to Opt-Out

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

Right of Non-Discrimination

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

California Minors

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

Collection Notice

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

Categories of Personal Information Collected

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

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

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

Categories of Sources

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

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

Business Purpose for Collection

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

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

Categories of Third Parties Shared

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

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

Sale Notice

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

Disclosure Notice

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

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

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

Call Us at our toll free number (866)

241-7373

Email Us at dataprivacy@octitle.com

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

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

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

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

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

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

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

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

Sharing practices

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

Contact Us

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

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

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

ADDITIONAL APPLICATION INFORMATION

Deuel & Snyder No Objection

Tax Account Statement

DEUEL AND SNYDER IMPROVEMENT COMPANY

POST OFFICE BOX 89
FORT MORGAN, COLORADO 80701

November 26, 2025

Jennifer Santos
Morgan County
Planning and Zoning
231 Ensign St.
Fort Morgan, CO 80701

Re: Re-Zoning Sec 25 T4N, R58W, SW 1/4 SE 1/4 to Agricultural
Owners Randy and Rhonda Jess

Ms. Santos,

The Deuel and Snyder Improvement Company (D&S) has no objection to the re-zoning of property owned by Randy and Rhonda Jess, legal description Sec 25 T4N R58W, SW 1/4 SE 1/4 to agricultural status. We also do not object to the re-zoning of the 25 feet of property that runs along the Jess property to same agricultural status.

Sincerely,

A handwritten signature in cursive script that reads "Brian Kembel / by IPB".

Brian Kembel
President

BK:ipb

Morgan County Treasurer

Statement of Taxes Due

Account Number R000419

Assessed To

Parcel 104125000012

JESS, RANDALL W & RHONDA S
16719 CARRIE CT
FORT MORGAN, CO 80701

Legal Description

S: 25 T: 4 R: 58 SW1/4SE1/4

Situs Address

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$27.68	\$0.00	\$0.00	(\$27.68)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 10/20/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 248 - 248 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$7.62	GRAZING LAND	\$1,430	\$380
ROAD AND BRIDGE FUND	7.5000000	\$2.93	FARM/RANCH	\$10	\$10
SOCIAL SERVICES FUND	2.0000000	\$0.78	WASTE LAND		
FT MORGAN RURAL FIRE DIST	2.9960000*	\$1.17	Total	\$1,440	\$390
FT MORGAN PEST CONTROL	0.2930000*	\$0.11			
LOWER S PLATTE WATER CD	0.5000000	\$0.20			
MORGAN CO QUALITY WATER	0.8240000	\$0.32			
NORTHERN COLO WATER CD	1.0000000	\$0.39			
RE 3 F M GENERAL FD	27.0790000	\$10.57			
RE 3 F M M/L OVRD	1.5370000	\$0.60			
RE 3 F M BOND RED	7.6620000	\$2.99			
Taxes Billed 2024	70.9270000	\$27.68			
* Credit Levy					

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R010626

Assessed To

Parcel 104126000004

JESS, RANDALL W & RHONDA S
16719 CARRIE CT
FORT MORGAN, CO 80701

Legal Description

S: 26 T: 4 R: 58 S1/2NE1/4 EX B979 P754

Situs Address

19725 CANFIELD AVE

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$3,025.04	\$0.00	\$0.00	(\$3,025.04)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 10/20/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 248 - 248 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$833.21	NON AG OPERATION	\$21,610	\$1,450
ROAD AND BRIDGE FUND	7.5000000	\$319.88	- LAND		
SOCIAL SERVICES FUND	2.0000000	\$85.30	NON AG OPERATION	\$608,560	\$40,770
FT MORGAN RURAL FIRE DIST	2.9960000*	\$127.78	- IMPS		
FT MORGAN PEST CONTROL	0.2930000*	\$12.50	GRAZING LAND	\$1,640	\$430
LOWER S PLATTE WATER CD	0.5000000	\$21.33	Total	\$631,810	\$42,650
MORGAN CO QUALITY WATER	0.8240000	\$35.14			
NORTHERN COLO WATER CD	1.0000000	\$42.65			
RE 3 F M GENERAL FD	27.0790000	\$1,154.92			
RE 3 F M M/L OVRD	1.5370000	\$65.55			
RE 3 F M BOND RED	7.6620000	\$326.78			
Taxes Billed 2024	70.9270000	\$3,025.04			
* Credit Levy					

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R010627

Assessed To

Parcel 104126000005

JESS, RANDALL W & RHONDA S
16719 CARRIE CT
FORT MORGAN, CO 80701

Legal Description

S: 26 T: 4 R: 58 W1/2NW1/4 & SE1/4NW1/4

Situs Address

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$57.44	\$0.00	\$0.00	(\$57.44)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 10/20/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 248 - 248 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$15.82	GRAZING LAND	\$3,050	\$810
ROAD AND BRIDGE FUND	7.5000000	\$6.07	Total	\$3,050	\$810
SOCIAL SERVICES FUND	2.0000000	\$1.62			
FT MORGAN RURAL FIRE DIST	2.9960000*	\$2.43			
FT MORGAN PEST CONTROL	0.2930000*	\$0.24			
LOWER S PLATTE WATER CD	0.5000000	\$0.40			
MORGAN CO QUALITY WATER	0.8240000	\$0.67			
NORTHERN COLO WATER CD	1.0000000	\$0.81			
RE 3 F M GENERAL FD	27.0790000	\$21.93			
RE 3 F M M/L OVRD	1.5370000	\$1.24			
RE 3 F M BOND RED	7.6620000	\$6.21			
Taxes Billed 2024	70.9270000	\$57.44			
* Credit Levy					

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R017327

Assessed To

Parcel 104126000011

JESS, RANDALL W & RHONDA S
16719 CARRIE CT
FORT MORGAN, CO 80701

Legal Description

S: 26 T: 4 R: 58 PARC SE1/4NE1/4 B979 P754

Situs Address

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$7.08	\$0.00	\$5.00	(\$12.08)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 10/20/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 248 - 248 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5360000	\$1.96	GRAZING LAND	\$380	\$100
ROAD AND BRIDGE FUND	7.5000000	\$0.75	Total	\$380	\$100
SOCIAL SERVICES FUND	2.0000000	\$0.20			
FT MORGAN RURAL FIRE DIST	2.9960000*	\$0.30			
FT MORGAN PEST CONTROL	0.2930000*	\$0.03			
LOWER S PLATTE WATER CD	0.5000000	\$0.05			
MORGAN CO QUALITY WATER	0.8240000	\$0.08			
NORTHERN COLO WATER CD	1.0000000	\$0.10			
RE 3 F M GENERAL FD	27.0790000	\$2.70			
RE 3 F M M/L OVRD	1.5370000	\$0.15			
RE 3 F M BOND RED	7.6620000	\$0.76			
Taxes Billed 2024	70.9270000	\$7.08			

* Credit Levy

TreasurersFee

\$5.00

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ROBERT A SAGEL, MORGAN COUNTY TREASURER

231 Ensign St, PO Box 593, Fort Morgan, CO 80701

Phone: 970-542-3518, Email: esale@co.morgan.co.us

Website: morgancounty.colorado.gov

LANDOWNER LETTERS, REFERRALS & REPONSES

Landowner Letter sent & Responses Received

Referral Sent & Responses Received

Notification

Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

November 21, 2025

Dear Neighboring Landowners:

Randall and Rhonda Jess as applicants and landowners have submitted an application to our office requesting to rezone (4) parcels from Split Zone (SZ), Moderate Density Residential (MDR), Estate Residential (ER) and Rural Residential (RR) all to Agricultural Production (A).

Legal Description: Located in part of Sections 25 and 26, Township 4 North, Range 58, West of the 6th P.M., Morgan County, Colorado.

This application is scheduled to be heard by the Planning Commission on **Monday, December 8, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, December 16, 2025 at 9:00 A.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level) Fort Morgan, Colorado. Landowners within 1,320 feet of the subject property are notified of the application and hearing date.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearing and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **December 3, 2025**.

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

JESS, RANDALL W & RHONDA S

16719 CARRIE CT
FORT MORGAN, CO 80701

BRITO, HELDWIN H

18 YATES TERRACE
FORT MORGAN, CO 80701

HOUGH, MARK A & PAULA E

11 CARRIE CT
FORT MORGAN, CO 80701

BOHLEN, ANTHONY JACOB &
GUZMAN, ISABELLE A
39 PAYNTER PL
FORT MORGAN, CO 80701

GRIMES, STANLEY P & THERESA L

36 PAYNTER PL
FORT MORGAN, CO 80701

KUDRON, CARY & DENCIA

007 YATES TERRACE
FORT MORGAN, CO 80701

GONZALEZ, VICTORIANO

1940 JOSEPH CIRCLE
ELIZABETH, CO 80107

CLOUGH, RICHARD A & SUSAN M

48 BACHAR DR
FORT MORGAN, CO 80701

SHARP, DANA C & BRENDA L

47 REID RD
FORT MORGAN, CO 80701

HOLDEN, TROY J

27 CANFIELD AVE
FORT MORGAN, CO 80701

WEIMER, MITCHELL A & BRITTNEY N

24 COOPER CT
FORT MORGAN, CO 80701

BERNAHL, WAYNE G & SHARROLL A

23 COOPER CT
FORT MORGAN, CO 80701

JOHNSON, E WAYNE & CAROL J

16 YATES TERRACE
FORT MORGAN, CO 80701

MEININGER, KENNETH W & EVELYN

2 YATES TERRACE
FORT MORGAN, CO 80701

SCHMEECKLE, WAYNE E & ROBIN G

15 CARRIE CT
FORT MORGAN, CO 80701

HOPP, ALEXANDER & ASHLEY

28 COOPER CT
FORT MORGAN, CO 80701

MALTBY, WARREN MARK & THERESE

40 PAYNTER PL
FORT MORGAN, CO 80701

STROH, RICHARD D II

9 YATES TERRACE
FORT MORGAN, CO 80701

HARPER, CHRISTOPHER & MIRANDA

20 COOPER CT
FORT MORGAN, CO 80701

MOEHR, ALAN & KRISTY TRUSTS

12 CARRIE CT
FORT MORGAN, CO 80701

SCHMIDT, TODD G & KATHERINE M

16 CARRIE CT
FORT MORGAN, CO 80701

BOGGESS, THEODORE C &
NEVILLE, SANDRA M
34 COOPER CT
FORT MORGAN, CO 80701

ROELLE, BREANA &
CURTIS, GARY
12 YATES TERRACE
FORT MORGAN, CO 80701

STEPHENS, LEIF A

329 E PLATTE AVE
FORT MORGAN, CO 80701

CARRUTH, MEGAN CUMMINS

17 YATES TERRACE
FORT MORGAN, CO 80701

TAYLOR, GEOFFREY S & CHANTIL R

19993 CO RD 17
FORT MORGAN, CO 80701

DUPSKY, COOPER W

32 COOPER CT
FORT MORGAN, CO 80701

LARSON, RUSSELL T &
REDING, LINDA L
5 YATES TERRACE
FORT MORGAN, CO 80701

ZINK, JAMES J & NANCY L

15 YATES TERRACE
FORT MORGAN, CO 80701

REBOL, KAREN K TRUST

4 YATES TERRACE
FORT MORGAN, CO 80701

HOCHANADEL, JOSEPH & GABRIELLA

31 COOPER CT
FORT MORGAN, CO 80701

GARNER, GABRIEL & TARA

22 COOPER CT
FORT MORGAN, CO 80701

MARQUEZ, DAVID L & CECILE K

25 COOPER CT
FORT MORGAN, CO 80701

CHISUM, HARRISON L & CHRISTINE M

29 COOPER CT
FORT MORGAN, CO 80701

DAVIS, AMELIA VIVIAN

P O BOX 63
ARCHER, FL 32618-0063

SYLVESTER, JACOB

33 COOPER CT
FORT MORGAN, CO 80701

HAYS, RONALD L & DEBRA L TRUST

1 YATES TERRACE
FORT MORGAN, CO 80701

PERRY, BRYAN CHRISTOPHER & MEGHAN JEAN

42 CANFIELD AVE
FORT MORGAN, CO 80701

MUMFORD, GENE W & MARGARET A

13041 W 29TH AVE
GOLDEN, CO 80401

DAVIES, TYREL W & AUDRA J

38 PAYNTER PL
FORT MORGAN, CO 80701

VINCZE, WILLIAM F

37 PAYNTER PL
FORT MORGAN, CO 80701

POWELL, JAMES W & KARLA L

21 COOPER CT
FORT MORGAN, CO 80701

NAVARRETE, IVAN

46 REID RD
FORT MORGAN, CO 80701

MONGE, SUSANA

311 E BEAVER AVE
FORT MORGAN, CO 80701

THIEL, J KAY & ROBERT A

3 YATES TERRACE
FORT MORGAN, CO 80701

FRASIER, MARK W & TINA M

60 REID RD
FORT MORGAN, CO 80701

GEIST, REBECCA L &
MORROW, WILLIAM B & BETTY A - L E
115 YATES TERRACE
FORT MORGAN, CO 80701

BAUER, THOR E & AMY

125 REID RD
FORT MORGAN, CO 80701

HANSEN-GUZMAN, ALINE

137 REID RD
FORT MORGAN, CO 80701

HALE, ROBERT JOE & KRISTIN

50 BACHAR DR
FORT MORGAN, CO 80701

SEAMAN, JENNIFER KAYE & CASEY DALE

136 PAYNTER PL
FORT MORGAN, CO 80701

HOLMES, KYLEE W & CRISTINA L

135 PAYNTER PL
FORT MORGAN, CO 80701

BLEDSON, CASEY D

130 CANFIELD AVE
FORT MORGAN, CO 80701

JACKSON, TIM D & LINDA K

133 CANFIELD AVE
FORT MORGAN, CO 80701

REAGAN, JAMES

53 CANFIELD AVE
FORT MORGAN, CO 80701

HOPPER, SAMUEL NATHAN & VALERIE THERESA

54 CANFIELD AVE
FORT MORGAN, CO 80701

THOMAS, MONTY A & DIANE L LIVING TRUST

55 CANFIELD AVE
FORT MORGAN, CO 80701

WISSAR, CARLOS A & ADRIANA

56 CANFIELD AVE
FORT MORGAN, CO 80701

PELTON, KELLY &
MUSSMAN, DAMON
57 CANFIELD AVE
FORT MORGAN, CO 80701

FARLEY, JAMES & TERESA

59 CANFIELD DR
FORT MORGAN, CO 80701

MORGAN HEIGHTS WATER & SEWER INC

P O BOX 1183
FORT MORGAN, CO 80701

CITY OF FORT MORGAN

P O BOX 100
FORT MORGAN, CO 80701

MORGAN COUNTY QUALITY WATER DISTRICT

P O BOX 1218
FORT MORGAN, CO 80701

KEMBEL, BRIAN L & KOLLEEN A

19252 CO RD T
FORT MORGAN, CO 80701

KELLER, DAVID W & MICHELE L

17770 CO RD T.5
FORT MORGAN, CO 80701

PINTAIL PROPERTIES LLC

895 KENDALL ST
LAKEWOOD, CO 80214

SMIRKS HOLDING LLC

17590 CO RD T.5
FORT MORGAN, CO 80701

STATE OF COLORADO
BOARD OF LAND COMMISSIONERS
1313 SHERMAN ST - RM 620
DENVER, CO 80203

GAFFNEY, JASON M & KATHRYN G

00010 CARRIE CT
FORT MORGAN, CO 80701

DAHMS, ALAN M & POLLARD TALTON

6 CARRIE CT
FORT MORGAN, CO 80701

BERNHARDT, RANDALL O & CARRIE

1 CARRIE CT
FORT MORGAN, CO 80701

GIVENS, MATTHEW L & MARCI J

3 CARRIE CT
FORT MORGAN, CO 80701

WOLF, ROBERT L

4 CARRIE CT
FORT MORGAN, CO 80701

LAWS, MATTHEW D 2021 GIFTING TRUST

7 CARRIE CT
FORT MORGAN, CO 80701

KALEVA, PAMELA M & EDWIN A

8 CARRIE CT
FORT MORGAN, CO 80701

SCHNEIDER, JEFFREY L

9 CARRIE CT
FORT MORGAN, CO 80701

HOPPER, SAM D II & NANCY M

16649 CARRIE CT
FORT MORGAN, CO 80701

DITTER, LESLIE ELAINE &
MESMER, DAVID TROY
19192 CO RD 14
FORT MORGAN, CO 80701

TOINTON, BRYAN E

370 HUMBOLDT ST
DENVER, CO 80218

MORGAN GAME & FISH CONSERVATION CLUB

P O BOX 1175
FORT MORGAN, CO 80701

JESS, LYLE & CHRISTI & BLAIR

21256 CO RD 17
FORT MORGAN, CO 80701



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

Century Link
Colorado Parks and Wildlife
Deuel and Snyder Canal
Fort Morgan Fire Department
Morgan County Assessor
Morgan County Communications Center
Morgan County Emergency Management

Morgan Conservation District
Morgan County Quality Water
Morgan County Road and Bridge
Morgan County Rural Electric Association
Morgan County Sheriff Department
Morgan County Weed & Pest Advisory Board
Northeast Colorado Health Department

FROM: Jennafer Santos, Planning & Zoning Technician
231 Ensign St, PO Box 596, Fort Morgan, CO 80701
970-542-3526 / 970-542-3509 fax / jsantos@co.morgan.co.us
DATE: November 21, 2025
RE: Land Use Application–Rezone Application

The following application for a Rezone is submitted to you for review and comments. The application is scheduled to be heard by the Planning Commission on **Monday, December 8, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, December 16, 2025 at 9:00 A.M.** **You are encouraged to provide comments to this application by December 3, 2025.** Failure to comment will be viewed as a favorable review.

Applicants and Landowners: Randall and Rhonda Jess

Legal Description: Located in part of Sections 25 and 26, Township 4 North, Range 58, West of the 6th P.M., Morgan County, Colorado.

Request: To rezone (4) parcels from Split Zone (SZ), Moderate Density Residential (MDR), Estate Residential (ER) and Rural Residential (RR) all to Agricultural Production (A).

Sincerely,
Jennafer Santos
Planning & Zoning Technician

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY PLANNING COMMISSION
DECEMBER 8, 2025 AT 6:00 P.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

Notice is hereby given that on the date and time above (or as soon as possible following the scheduled time) and at the location above, or at such time and place as this hearing may be adjourned, the Morgan County Planning Commission will conduct public hearings on the following proposed **Land Use Application and Amendments to the Morgan County Zoning Regulations**:

- 1.) **Applicants and Landowners:** Randall and Rhonda Jess
Legal Description: Located in part of Sections 25 and 26, Township 4 North, Range 58, West of the 6th P.M., Morgan County, Colorado.
Request: Rezone (4) parcels from Split Zone (SZ), Moderate Density Residential (MDR), Estate Residential (ER) and Rural Residential (RR) all to Agricultural Production (A).
- 2.) **Zoning Amendments related to Electric Motor Vehicle Charging Systems.**

THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT THE PLANNING OFFICES AT 970-542-3526.

To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/82384106511>

Join via audio:

+1 719 359 4580 US

Webinar ID: 823 8410 6511

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

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

Nicole Hay

Nicole Hay

Morgan County Planning Administrator

Published: November 27, 2025

Posted to the website: November 20, 2025

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



NOTARIZED BY _____

| PLANNING COMMISSION 6:00 P.M. | DECEMBER 8, 2025 |
AMENDMENTS TO THE MORGAN COUNTY ZONING REGULATIONS

TABLE OF CONTENTS

Electric Motor Vehicle Charging Systems

- **Amendment Summary**
- **Proposed Zoning Regulation Amendments**
- **Notification**

AMENDMENT SUMMARY



**MORGAN COUNTY PLANNING COMMISSION
AMENDMENT SUMMARY-ELECTRIC VEHICLE CHARGING SYSTEMS
December 8, 2025**

**AMENDMENTS
MORGAN COUNTY ZONING REGULATIONS**

House Bill 24-1173 addresses permitting requirements for electric vehicle (EV) charging systems in Colorado. The bill requires counties with a population of 20,000 or more to adopt an ordinance or resolution by December 31, 2025 regulating the permitting of EV charging systems. The ordinance or resolution needs to 1) adopt the Colorado Electric Vehicle Charging Model Land Use Code developed by the Colorado Energy Office, 2) establish standards and an administrative review process for reviewing EV charger permit applications, or 3) opt out of the Model Code or the process to establish standards and continue using an existing permitting review process for such applications.

The County does not currently have a permitting process specifically addressing EV charging stations. To the extent an EV charging station is proposed, depending on its use classification (primary v. accessory), it would require a special use permit or a zoning permit. To more clearly provide for accessory EV charging systems, the proposed amendments are summarized as follows:

1. Definitions. Add a definition for electric vehicle charging system.
2. Electric Vehicle Charging Systems. Will be an accessory use as a use by right (UBR) in the Light Industrial (LI) and Commercial (C) zones. They will also be an accessory UBR when located on the same property as an event center, hotel, motel, restaurant, or gas station.
3. Regulation clarification. Currently, there is an inconsistency with Accessory Uses (Sec. 3-130(H)) and the Table of Uses (Sec. 3-235).

Nicole Hay
Morgan County Planning Director

PROPOSED ZONING REGULATION AMENDMENTS

12/08/2025

1-130 Definitions

Electric Vehicle (“EV”) Charging Systems: A device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid vehicle, which is designed to ensure that a safe connection has been made between the electric grid and the vehicle, and is able to communicate with the vehicle’s control system so that electricity flows at an appropriate voltage and current level.

3-130 Accessory Uses and Structures

- (H) Accessory uses may be specifically identified in the Use Table in Sec. 3-235 and pursuant to the Use Table may require a specific permit. Accessory uses which are incidental to and commonly associated with a use by right and not specifically identified in the Use Table should be considered a use by right. Further, Cconstruction of accessory uses may or may not require a building or zoning permit. If a permit is required, a map showing the location of the accessory use on the ~~zone~~ lot in relation to other buildings and property lines will be required.

ELECTRIC VEHICLE CHARGING SYSTEMS

4-490 Standards

- (A) Electric vehicle (“EV”) charging systems are an accessory use by right when located on the same property as an event center, hotel, motel, restaurant or gas station.
- (B) EV charging systems shall comply with the County’s applicable building code.
- (C) EV charging systems’ parking spaces are counted towards the minimum parking spaces for the primary use on the same property.

USE TABLE

UBR - Use-by-right **CU - Conditional Use** **SU - Special Use**
NP – Not Permitted **T- Temporary Use** **Blank - Not Specified**

Uses	Zone District												Regulation Reference
	A 20>	A 20<	A/B	ER	RR	RCR	MDR	HDR	C	LI	HI	MH	
PRIMARY USES													
Solid waste management facilities (excluding digesters)	SU	SU								SU	SU	NP	4-505 through 4-550
Synthetic fuel production not exceeding ten thousand (10,000) gallons per year and provided the fuel is used where the production occurs	CU											NP	
Training, breeding and boarding facilities which do not exceed the animal unit densities of Table 3, Appendix B	UBR	UBR	UBR									NP	
Truck terminals and loading areas											CU	NP	
Two family dwelling, as the only residential structure, site built or manufactured home on a permanent foundation	SU	SU					UBR	CU				NP	
Veterinary clinics or veterinary hospitals	CU	CU	CU									NP	
Warehouses									SU		UBR	NP	
Wastewater Facility	SU	SU	SU	SU	SU	SU	SU	SU	CU	CU	CU	SU	4-555 through 4-570
Water facility	SU	SU	SU	SU	SU	SU	SU	SU	CU	CU	CU	SU	
Water reservoirs of 10 acres and greater and less than 20 acres maximum surface area or 65 acre feet and greater and less than 130 acre feet maximum capacity	CU	CU	CU									NP	
Water reservoirs of 20 acres and greater maximum surface area or 130 acre feet and greater maximum capacity	SU	SU	SU									NP	
Water reservoirs of less than 10 acres maximum surface are or 65 acre feet maximum capacity	UBR	UBR	UBR						CU	CU	CU	NP	
ACCESSORY USES													
Above ground fuel storage tanks	UBR	UBR	UBR						UBR	UBR	UBR	NP	4-480
Accessory uses, buildings, and structures	UBR	UBR	UBR						UBR	UBR	UBR	NP	3-130
Additional antennas for communication facilities.	CU	CU								CU	CU	NP	
Agriculture related businesses if associated with owner occupied housing	CU	CU										NP	
BESS Facility	SU	SU	SU							SU	SU	NP	4-850 through 4-880
Building-mounted wind energy facilities (WEFs)	UBR	UBR	UBR	UBR	UBR	UBR	UBR	UBR	UBR	UBR	UBR	UBR	
Digesters (Confined animal feeding operations only)	UBR	UBR										NP	4-207
<u>Electric Vehicle Charging Systems</u>									<u>UBR</u>	<u>UBR</u>			<u>4-940</u>
Garages, parking and other equipment	UBR	UBR	UBR	UBR	UBR	UBR	UBR	UBR	UBR			UBR	

NOTIFICATION

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY PLANNING COMMISSION
DECEMBER 8, 2025 AT 6:00 P.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

Notice is hereby given that on the date and time above (or as soon as possible following the scheduled time) and at the location above, or at such time and place as this hearing may be adjourned, the Morgan County Planning Commission will conduct public hearings on the following proposed **Land Use Application and Amendments to the Morgan County Zoning Regulations**:

- 1.) **Applicants and Landowners:** Randall and Rhonda Jess
Legal Description: Located in part of Sections 25 and 26, Township 4 North, Range 58, West of the 6th P.M., Morgan County, Colorado.
Request: Rezone (4) parcels from Spit Zone (SZ), Moderate Density Residential (MDR), Estate Residential (ER) and Rural Residential (RR) all to Agricultural Production (A).
- 2.) **Zoning Amendments related to Electric Motor Vehicle Charging Systems.**

THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT THE PLANNING OFFICES AT 970-542-3526.

To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/82384106511>

Join via audio:

+1 719 359 4580 US

Webinar ID: 823 8410 6511

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

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

Nicole Hay

Nicole Hay

Morgan County Planning Administrator

Published: November 27, 2025

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