

---

**Carolyn Wood**  
**Conditional Use**

---

# **TABLE OF CONTENTS**

- **Carolyn Wood**
- File Summary
- Original Submittal
  - Application
  - Right to Farm
- Applicant Narrative
- Site Plan / Maps
- Proof of Ownership
  - Current Title Insurance Commitment
  - Any Deeds or additional ownership documentation
- Utilities
  - Septic
  - Water
  - Electric
  - Driveway Permit
- Technical
  - Ditch Company Notification
  - Tax Account Statement
  - Application Fee Receipt
- Referrals & Responses
  - Referrals sent & Responses received
  - Landowner Letter sent & Responses received
  - Notification & Responses received
  - Sign Posting Pictures & Affidavit
- Additional Information



**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

September 27, 2023

Carolyn Wood  
19534 Co. Rd. R.7  
Fort Morgan, CO 80701  
Sent via email:

Dear Applicant/Landowner:

Your Application for a Conditional Use Permit 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 **November 13<sup>th</sup>, 2023 at 7:00 P.M.** The hearing for the Board of County Commissioners will tentatively be held on **December 5<sup>th</sup>, 2023 at 9:00 A.M.**

**As per Section 2-390(B), notification sign postings need to occur no later than 10 days prior to each hearing and photographs accompanied by an affidavit to our office no later than 5 days prior to each hearing.** One sign facing each public right-of-way adjacent to the property is required. The county will provide one sign for each hearing, for County Road X, it is up to you to post it.

Planning Commission sign notice dates: **Posted by November 3<sup>rd</sup>, 2023**

**Pictures and Affidavit by November 8<sup>th</sup>, 2023**

Board of County Commissioners sign notice dates: **Posted by November 24<sup>th</sup>, 2023**

**Pictures and Affidavit by November 30<sup>th</sup>, 2023**

We will have both signs ready to be picked up in our office on **October 23, 2023.**

It is necessary that you be present at both hearings to answer any questions the Planning Commission of the Board of County Commissioners may have. Do not hesitate to contact us at any time if you have questions.

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

Sincerely,

*Nicole Hay*

Nicole Hay  
Planning Administrator



**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

August 25, 2023

Carolyn Wood  
19534 Co. Rd. R.7  
Fort Morgan, CO 80701  
Sent via email:

Dear Applicant/Landowner:

Your Application for a Conditional Use Permit has been received by our office and will be reviewed administratively. If the Administrator deems necessary, the application may go to review and decision by the Planning Commission and Board of County Commissioners. The permit fee difference would be the responsibility of the Applicant. A decision will be made on **September 18th.**

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

Sincerely,

*Nicole Hay*

Nicole Hay  
Planning Administrator



## FILE SUMMARY



**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION  
FILE SUMMARY  
November 6, 2023  
Hearing date – NOVEMBER 13, 2023**

**APPLICANT and LANDOWNER: Carolyn I. Wood**

This application is for a conditional use permit to allow placement of a mobile home on a 35.78 acre parcel of land. The property is in the NE¼ of Section 9, Township 4 North, Range 57 West of the 6<sup>th</sup> PM, Morgan County, Colorado. The property is zoned Agriculture Production and is in the Fort Morgan Fire District.

Morgan County Road & Bridge Department assessed a possible hazard due to reduced sight distances caused by a hill on County Road X just west of County Road 21. There are several driveways on both sides of the road and on both sides of the hill. The Road & Bridge Department will place advanced warning signs identifying the limited sight and driveways on either side of the hill for both eastbound and westbound traffic.

In reviewing this application, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a conditional use permit in Section 2-365 of the Morgan County zoning regulations have been met. Those criteria are as follows:

**Section 2-365 Special Use Permit Criteria:**

- A. The application documents are complete and present a clear picture of how the use is to be arranged on the site.
- B. The site plan conforms to the design standards of these Regulations.
- C. There are no off-site impacts imposed by the conditional use proposed that require additional infrastructure (utilities, drainage, and roads) or upgrades by the County of special districts.  
*There is access to established public infrastructure and appropriate easements will be recorded. Placement of signs as proposed by the Road and Bridge Department will mitigate the hazards identified on County Road X*
- D. The use proposed is compatible with the surrounding uses and adequately buffered as necessary.  
*All adjacent property is zoned Agricultural and is either being farmed or used as pasture ground. To the east, there are 2 minor subdivision lots that have single family residences. To the north, there is a lot in a minor subdivision that also has a single family residence.*

The following conditions are recommended if the conditional use permit is granted:

1. Access and utility easements need to be recorded with the Morgan County Clerk and Recorder's office.

Nicole Hay,  
Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Original Application

Right to Farm





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

E-MAIL: [permits\\_licensing@co.morgan.co.us](mailto:permits_licensing@co.morgan.co.us)

PERMIT # C42023 - 0003

Date Received 8 / 18 / 23 Received By JS  
Fee: ☒ Administrative Review \$200 ☐ Full Review \$500  
Ck/CC #: 1447 Paid 8 / 18 / 23  
Recording Fee \$      Ck/CC #:      Paid      /      /       
PC Date:      /      /      BOCC Date:      /      /       
100 Year Floodplain? Y / N Taxes Current? Y / N

## CONDITIONAL USE PERMIT APPLICATION

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

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

### APPLICANT

Name Carolyn Wood  
Address 19534 Co Rd 2.7  
Fort Morgan, CO 80701  
Phone                       
Email                     

### LANDOWNER

Name Same  
Address                       
                      
Phone (      )               
Email                     

### PROPERTY LEGAL DESCRIPTION AND TECHNICAL INFORMATION

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

Job Site Address or General Location if not addressed:

TBD - Co Rd x Fort Morgan

S: 9 T: 4 R: 57       $\frac{1}{2}$        $\frac{1}{4}$        $\frac{1}{4}$  Size of Property 35.78 (sq ft/acres)

Parcel #: 10391-090-00-001

Zone District: A

Subdivision:                                     

Lot #(s):                     

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

PRESENT use of property

Pasture Land

PROPOSED use of property

Residential Property

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

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

## CONDITIONAL USE PERMIT APPLICATION ATTACHMENT LIST

*Additional information may be required by staff*

### Fee:

- ☒ Non-Refundable Application Fee due with application as determined by staff:  
☒ \$200 Administrative Review

OR

- ☐ \$500 Full Review  
☐ Recording fees may be assessed: \$13.00 first page \$5.00 each additional page  
If assessed, the Recording Fee is paid AFTER application is approved

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

### Project Narrative:

- ☒ Narrative to include:
- ☐ Project Description
  - ☐ Purpose of request
  - ☐ Additional information to show project's intent
  - ☐ How project will relate to or impact existing adjacent uses
  - ☐ All off-site impacts and proposed mitigation measures
  - ☐ Development or implementation schedule of project
  - ☐ Proposed length of time the permit is desired

### Site Map & Plans:

- ☒ **Site Plan** must be drawn to scale and show all existing/proposed structures with the setbacks from all property lines as per Morgan County Zoning Regulations, Section 2-410 and other pertinent information required for the project, including widths.  
*-See attached example*
- ☐ Include any **easements** required for the project-widths and other pertinent information.  
*May be required to supply copies of easement agreements*
- ☐ **Construction Plans**-detailed and thorough (**must be sent electronically**)
- ☐ **Drainage/Run-Off Control Plan** may be required if the Planning Administrator determines that the use or building meets one of the following criteria:  
(See Morgan County Regulations 3-130(G))
- (1) The accessory use or building may have a drainage impact on adjacent properties;
  - (2) The accessory use or building may have a drainage impact on adjacent right of ways;
  - (3) The accessory structure is 5000 square feet or larger.

### Ownership:

- ☒ Current title insurance commitment (last 6 months)

### Utilities/Access:

- ☒ Water tap must be paid in full and well must be fully operational.  
<https://dwr.state.co.us/Tools/WellPermits>
- ☒ Sewer (Septic Permit, Will Serve Letter from NCHD or proof of other public system)
- ☒ Electric (Electric bill or letter of commitment from electricity provider)

## Landowner MUST Sign Application

Landowner agrees to contract the project in accordance to the plans and specifications submitted herewith and in strict compliance with the provisions of the Morgan County Zoning Regulations and the Morgan County Building Code. Buildings MUST conform to the submitted and approved plans. Any changes of plans or layout must be approved prior to the changes being made.

**Any change in the use or occupancy MUST be approved PRIOR to commencement of construction.**

The applicant, his agents and employees of, shall comply with all the rules, regulations and requirements of the County Zoning Regulations and Building Codes governing all aspects of the above proposed work for which the permit is granted. The County or its agents are authorized to order the immediate cessation of construction, at any time, if a violation of the codes or regulations appears to have occurred. Issuance of a building or zoning permit does not guarantee your project is in compliance with covenants that may be in place on your property. Landowner is notified that any past, existing or future drainage associated with this property is the responsibility of the landowner and not that of Morgan County.

Construction not commenced within 180 days of permit issuance voids this permit. Cessation of work for periods of 180 continuous days shall also void this permit, unless an extension is requested. Morgan County and any of its contractors are not liable for workmanship. Permits are NOT transferable.

**Signing this application gives the Building Inspector and/or his agent express permission to enter permitted property for the purpose of conducting inspections as required by Morgan County Zoning Regulations and Morgan County Building Code.**

Additional fees may be charged if this inspection is not conducted **prior** to start of construction.

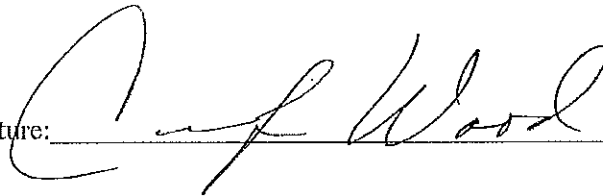
-See Morgan County Zoning Regulations 1-315

Failure to comply with inspection may result in additional fees and/or denial of a Morgan County Contractor's license.

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

**Violation of any of the codes and applicable regulations may result in the revocation of this permit.**

Landowner Signature: \_\_\_\_\_



Date: 8-23-23

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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

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

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

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

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

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

### RECEIPT AND STATEMENT OF UNDERSTANDING

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

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

*To Be Signed by Landowner*

Signature

Date

Printed Name

Address



## APPLICANT NARRATIVE

I would like to place  
a mobile Home on my  
acreage for my personal  
home.

This project will not  
impact adjacent existing uses.

All of off-site <sup>CU</sup> projects impacts  
and proposed mitigation measures  
are not or being taken care of.

Carolyn Wood

8-18-23

## SITE PLAN / MAPS








## PROOF OF OWNERSHIP

Current Title Insurance Commitment

Any deeds or additional ownership documentation

130 W. KIOWA AVENUE  
FORT MORGAN, CO 80701  
TELEPHONE (970)867-0233 \*\*\* FAX (970)867-7750

OWNER/PURCHASER: CAROLYN I. WOOD  
TO BE DETERMINED

	ALTA Commitment for Title Insurance
	ISSUED BY <b>Stewart Title Guaranty Company</b>
<b>Commitment</b>	

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - (a) the Notice;
    - (b) the Commitment to Issue Policy;
    - (c) the Commitment Conditions;
    - (d) Schedule A;
    - (e) Schedule B, Part I—Requirements; [and]
    - (f) Schedule B, Part II—Exceptions; and
    - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
  4. **COMPANY'S RIGHT TO AMEND**  
 The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
  5. **LIMITATIONS OF LIABILITY**
    - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      - (i) comply with the Schedule B, Part I - Requirements;
      - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
      - (iii) acquire the Title or create the Mortgage covered by this Commitment.
    - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
    - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
    - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
    - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
    - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
    - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
  6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
    - (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
    - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
    - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
    - (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





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

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

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

**8. PRO-FORMA POLICY**


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

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



	ALTA Commitment for Title Insurance
	ISSUED BY <b>Stewart Title Guaranty Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Office: **Northern Colorado Title Services Co., Inc.**  
 Issuing Office's ALTA® Registry ID: **0044474**  
 Commitment No.: **NCT24717**  
 Property Address: **VACANT, Fort Morgan, CO 80701**

1. Commitment Date: **August 4, 2023 at 08:00 AM**

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

Proposed Insured: **TO BE DETERMINED**

Other Charges:

**TOTAL DUE: \$200.00**

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

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

**CAROLYN I. WOOD**

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

**The N1/2 of the NE1/4 of Section 9, Township 4 North, Range 57 West of the 6th P.M., Morgan County, Colorado, EXCEPT a parcel conveyed in Book 859 at Page 376, and EXCEPT Lots 1 and 2 of Naomi Wood Subdivision according to the recorded plat thereof, Morgan County, Colorado.**

and commonly known as (for informational purposes only): **VACANT, FORT MORGAN, CO 80701**

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.




**SCHEDULE A**  
(Continued)


**stewart**  
title guaranty company



Northern Colorado Title Services Co., Inc.

Authorized Signatory

  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary


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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





	ALTA Commitment for Title Insurance
	ISSUED BY <b>Stewart Title Guaranty Company</b>
<b>Schedule BI</b>	

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:


1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Proper Deed from CAROLYN I. WOOD to TO BE DETERMINED, conveying the land described herein.
  - b. Partial Release of Deed of Trust from CAROLYN I. WOOD to the Public Trustee of Morgan County for the use of THE FARMERS STATE BANK OF BRUSH, to secure payment of \$230,000.00, dated November 3, 2022 recorded November 7, 2022 at Reception No. 943612. Modification of said Deed of Trust recorded May 9, 2023 at Reception No. 946175.
  - c. The amount of Policy coverage must be provided to the Company.
  - d. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

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

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

**SCHEDULE B, PART II**  
**Exceptions**

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

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

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

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**SCHEDULE B - PART II**  
(Continued)

8. Reservation as contained in United States Patent recorded DECEMBER 28, 1912 in Book 82 at Page 262 AND JULY 18, 1919 IN BOOK 107 AT PAGE 517 as follows: Right of way for ditches or canals constructed by the authority of the United States.
9. Right of way for ROAD purposes as specified in ROAD PETITION recorded JUNE 18, 1917 in Book 73 at Page 94, said road to be not less than 60 feet in width.
10. PAWNEE PASS RESERVOIR AND CANAL SYSTEM and rights of way therefor, as evidenced by Map and Sworn Statement recorded JULY 1, 1896 in File No. 20.
11. RIVERSIDE IRRIGATION DISTRICT and rights of way therefor, as evidenced by Map and Sworn Statement recorded JULY 29, 1908 in Map Book 1 at Page 51.
12. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by BERTHA L. KEAGY AND CHARLES E. KEAGY in the instrument to OWNERS ROYALTY POOL, INC. recorded APRIL 4, 1931 in Book 303 at Page 452, A CORRECTION TO SAID MINERAL DEED WAS RECORDED OCTOBER 3, 1931 IN BOOK 308 AT PAGE 342, and any and all assignments thereof or interests therein.
13. An undivided 3/8 interest in all oil, gas and other mineral rights, as reserved by BERTHA L. KEAGY in the Deed to NELLIE C. JONES recorded JUNE 25, 1946 in Book 432 at Page 71, SAID DEED WAS CORRECTED ON DECEMBER 20, 1948 IN BOOK 456 AT PAGE 378, and any and all assignments thereof or interests therein.
14. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by MARJORIE J. GODO NKA MARJORIE J. JONES in the Deed to L. RAY GILLILAND AND LEONA M. GILLILAND recorded AUGUST 29, 1955 in Book 557 at Page 187, and any and all assignments thereof or interests therein.
15. All interest in oil, gas and other mineral rights as reserved by CHRISTINA ACOSTA AKA JESSIE ACOSTA ET AL in DEED to NAOMI I. WOOD recorded JANUARY 19, 1981 in Book 811 at Page 91, and any and all assignments thereof or interests therein.
16. Any loss of or adverse claim to that portion of the legal description in Schedule A hereof adjoining the RIVERSIDE CANAL based on an assertion that the channel and banks of said river, canal or ditch have been changed or altered other than by natural causes and in imperceptible degrees.
17. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B - PART II**  
(Continued)

18. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; AND (D) CITY OF FORT MORGAN, COLORADO RECORDED NOVEMBER 22, 1989 IN BOOK 917 AT PAGE 513.

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## SCHEDULE B - PART II

(Continued)

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

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

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

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

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

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

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

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

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

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

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



NCT24717

## SCHEDULE B - PART II

(Continued)

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

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

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

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

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

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

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

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





## STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

**Stewart may collect personal information about you from:**

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

**Stewart may use your personal information for the following purposes:**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Contact Information**

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

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

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

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

### Privacy Notice at Collection for California Residents

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

#### Personal and Sensitive Personal Information Stewart Collects

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

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

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

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

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

#### **Use of Personal and Sensitive Personal Information**

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

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

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

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

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

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

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

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

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

#### **Your Consumer Rights and Choices Under CCPA and CPRA**



## **Your Rights Under CCPA**

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

### **Access to Specific Information and Data Portability Rights**

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

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

### **Deletion Request Rights**

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

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

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

## **Your Rights Under CPRA**

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

### **Opt-Out of Information Sharing and Selling**

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

### **Correction of Inaccurate Information**

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

### **Limit the Use of Sensitive Personal Information**

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

## **Exercising Your Rights Under CCPA and CPRA**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Non-Discrimination**

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

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

#### **Record Retention**

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

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

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

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

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

### Contact Information

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

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

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

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

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

## UTILITIES / ACCESS

Septic

Water

Electric

Driveway Permit



Jenafer Santos &lt;jsantos@co.morgan.co.us&gt;

**Wood - Mobile Home**

2 messages

Jenafer Santos &lt;jsantos@co.morgan.co.us&gt;

Fri, Aug 4, 2023 at 10:48 AM

To: Mel Bustos

Nicole Hay &lt;nhay@co.morgan.co.us&gt;, Cheryl Brindisi

&lt;cbrindisi@co.morgan.co.us&gt;

Good morning,

Carolyn Wood is moving her mobile home from parcel 103909001002 to parcel 103909000001. Attached is a photo highlighting the new proposed placement of the mobile home. We believe she has been in communication with you to make sure that this will not be an issue for the previous approval that was given for the first property, however we are just needing an email confirming that the change of parcels will not be an issue. Any comments or concerns are appreciated.

Thank you,

Jenafer Santos

Planning Technician

Morgan County Planning &amp; Zoning

970-542-3526

**Wood Proposed Mobile Home Site.pdf**

100K

Mel Bustos

Mon, Aug 14, 2023 at 2:33 PM

To: Jenafer Santos &lt;jsantos@co.morgan.co.us&gt;

Cc: Nicole Hay &lt;nhay@co.morgan.co.us&gt;, Cheryl Brindisi &lt;cbrindisi@co.morgan.co.us&gt;

Good afternoon Jenafer, Carolyn has been in contact with this department. We have no issues with her moving the septic application to the said properties. Thanks and have a nice day. Mel

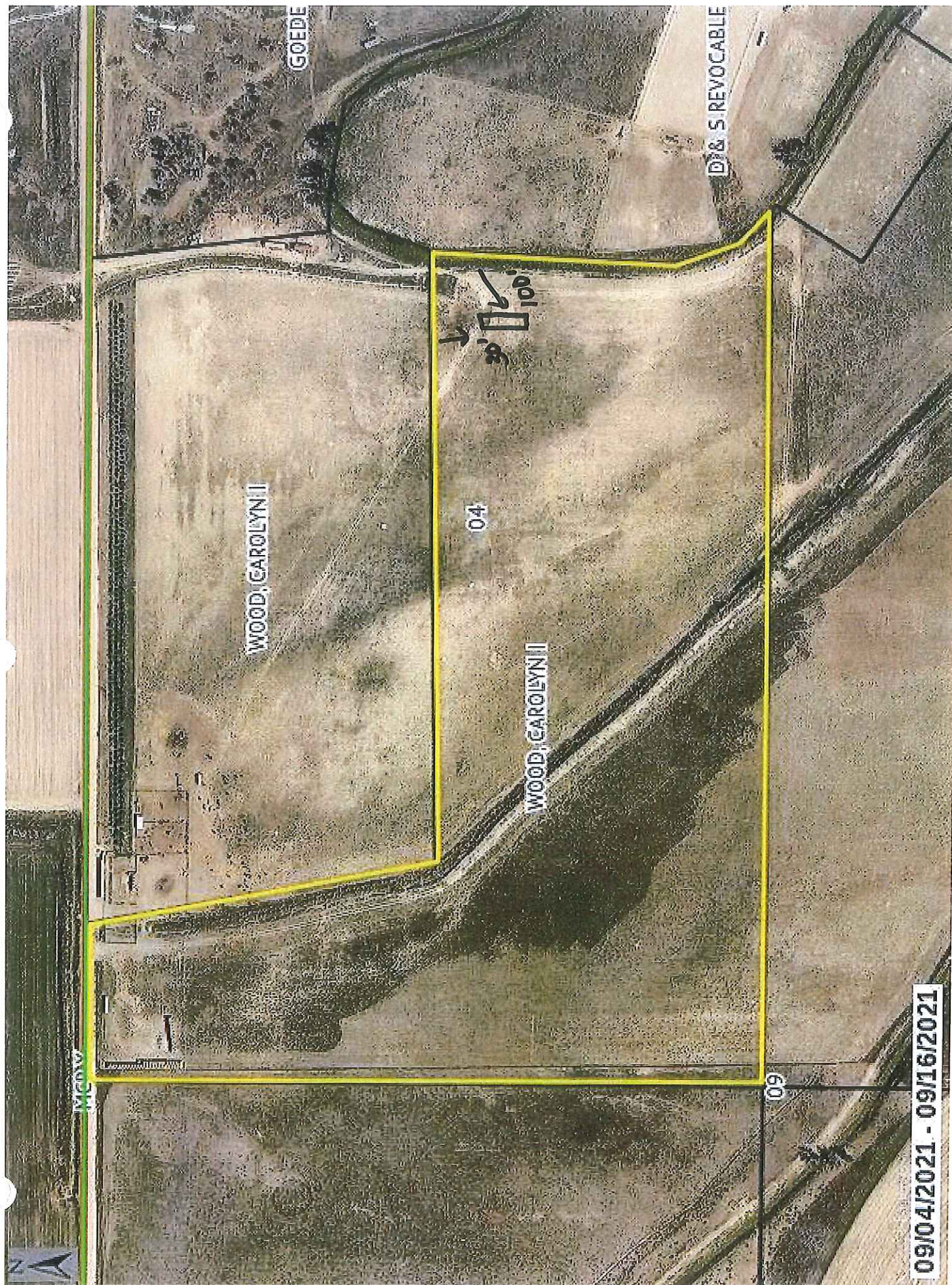
**Melvin Bustos | Environmental Health Manager**

Northeast Colorado Health Department

**228 W. Railroad Ave****Fort Morgan, Colorado 80701****970-867-4918 ext. 2262****Protecting Health; Inspiring Prevention**<https://www.nchd.org/covid-19>

[Quoted text hidden]





09/04/2021 - 09/16/2021





March 16, 2023

Carolyn Wood  
19534 MCR R.7  
Fort Morgan, CO 80701

Dear Carolyn:

This department has no objection to a proposed modular home to be built on said properties located in Section 17 – Township 3N – Range 59W of Morgan County, Colorado. Approximately 19.79 acres are involved.

Potable water will be supplied by the Morgan County Quality Water District.

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

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

Sincerely,

Melvin Bustos  
Environmental Health Manager  
Northeast Colorado Health Department

8/7/23, 8:31 AM

Co.morgan.co.us Mail - Wood - Mobile Home



Jenafer Santos <jsantos@co.morgan.co.us>

---

## Wood - Mobile Home

3 messages

---

Jenafer Santos <jsantos@co.morgan.co.us>

Fri, Aug 4, 2023 at 10:48 AM


To: Nicole Hay <nhay@co.morgan.co.us>, Cheryl Brindisi <cbrindisi@co.morgan.co.us>

Good morning,

Carolyn Wood is moving her mobile home from parcel 103909001002 to parcel 103909000001. Attached is a photo highlighting the new proposed placement of the mobile home. We believe she has been in communication with you to make sure that this will not be an issue for the previous approval that was given for the first property, however we are just needing an email confirming that the change of parcels will not be an issue. Any comments or concerns are appreciated.

Thank you,  
Jenafer Santos  
Planning Technician  
Morgan County Planning & Zoning  
970-542-3526

---

 **Wood Proposed Mobile Home Site.pdf**  
100K

---

Kent Pflager

Mon, Aug 7, 2023 at 7:36 AM

To: Jenafer Santos <jsantos@co.morgan.co.us>

Cc: Nicole Hay <nhay@co.morgan.co.us>, Cheryl Brindisi <cbrindisi@co.morgan.co.us>

MCQWD has no objections to relocating the tap on parcel 103909000001. However our policy requires that the meter be placed on the parcel being served so the meter will need to be moved and the mainline will need to be extended to the parcel. If we are crossing another parcel an easement would be required. All of this cost shall be at the burden of the tap owner.

Thanks

Kent A Pflager

General Manager

Morgan County Quality Water District

P.O. Box 1218 17586 MCR 20

Fort Morgan, CO 80701

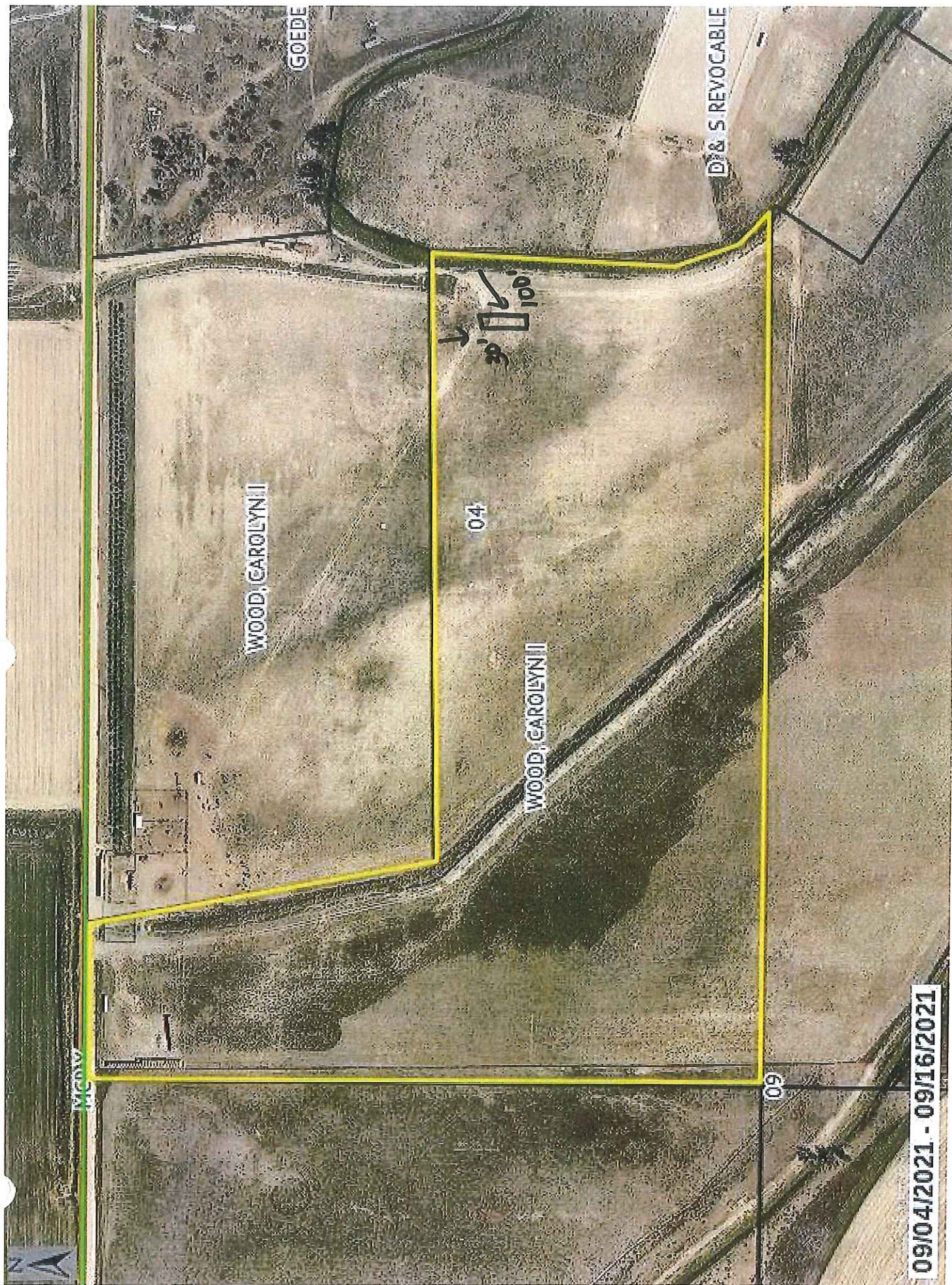
Phone: 970-867-3054

Fax: 970-867-3055

Cell:

Email:





09/04/2021 - 09/16/2021



**MORGAN COUNTY QUALITY WATER DISTRICT  
CONTRACT FOR SERVICE**

Tap #3142  
Eng. #2023-10  
Account #5686.00

NAME OF CUSTOMER Carolyn Wood  
BILL TO ADDRESS: 19534 County Road R.7, Fort Morgan, CO 80701  
TELEPHONE #:

Customer contract for Residential ☒ Multi-family Residential \_\_\_\_\_, or Commercial Potable \_\_\_\_\_ service with MORGAN COUNTY QUALITY WATER DISTRICT ("District") as follows:

A. Tap cost: Tap Equivalents X Total Tap Cost + Inclusion Fee + Line Reimbursement - Paid at Signing = Balance Due

Tap Equivalents	Plant Investment fee	Raw Water fee	Total Tap Cost	Inclusion Fee into MCQWD	Line Reimbursement	Paid at Signing	Balance Due
1.	\$14,000	\$42,000	\$56,000	n/a	n/a	\$56,000	0
Line Installation deposit to be paid at signing= n/a							

B. Upon signing this contract, Customer shall pay the raw water fee or transfer to the District raw water approved by the District, and Customer shall also pay a deposit for the line installation from the mainline to the meter in excess of 100 feet ("line installation deposit"). The tap cost includes installation of water meter pit and meter, which shall be located on property owned by Customer ("Property") at the Property line. Customer must pay the Balance Due on or before 12 months of the date of this contract or tap activation (installation of meter and provision of water), whichever is earlier, plus any additional costs for the line installation not covered by the deposit. If not paid in full, the meter shall not be installed, this contract shall be deemed null and void, the Customer shall forfeit all rights to the tap and water service and to any refund, and the District shall retain payments by Customer. Any unused portion of the line installation deposit shall be credited to Customer. After six months, Customer shall pay the District's monthly base rate regardless of whether the tap is activated.

C. In the event Customer is unable to secure the approval of a governmental body necessary to construct the project that will be served by the tap on or before six months from the date of this contract, or in the event Customer is unable to secure the approval of a governmental body necessary for inclusion into the District on or before ten months from the date of this Contract, then in either event, Customer may cancel the contract within 30 days from the expiration of said time periods and the total amount paid toward the total tap fee less engineering costs shall be refunded.

D. The tap, including the right to receive water service, shall be assigned and appurtenant to Property described on the attached Engineering Study, Exhibit A located in Naomi Wood Minor Sub, Lot 2, Parcel in NE1/4 Section 9, Township 4, Range 57 West, 20760 Road X, Parcel 103909001002. The tap cannot be sold or conveyed separate from the Property or transferred to any other property or physical location or use, except Customer may transfer the tap and right to receive water service to a subsequent owner of the Property upon the District's approval of an application for a transfer/assignment.

E. Customer hereby grants to the District a right of ingress and egress over and across the Property for the purpose of installation, construction, maintenance, repair and replacement, of all appurtenances necessary for distribution and service of water to the land of Customer. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and Customer not be able to fasten the lid securely, Customer shall contact the District office to request assistance in securing the lid.

F. Customer does not have the right to use any return flows from Customer's use of the tap. Only the District may claim and take credit for or otherwise use the return flows.

G. Customer will comply with the Rules and Regulations as from time to time are promulgated by the Board of Directors of the District. Current Rules and Regulations are available from the District upon request. If someone other than Customer occupies the Property and uses the tap, Customer shall remain responsible for compliance with this contract.

H. In the event that the Customer elects to terminate service, upon 30-days advance written notice by Customer of such action, the District may terminate this contract for service and the tap shall be considered abandoned.



I. Customer agrees to pay the District such amount as may be established from time to time by the District as the water rate or charge for such water service. The minimum payment established from time to time by the Board shall be due and payable regardless of the quantity of water used.

J. In the event of delinquency of any monthly service charges or other violation of its Rules and Regulations, including but not limited to unmetered water use, illegal cross-connections, and failure of the Property to be Included in the District, the District may suspend or discontinue water service. Until paid, all fees, rates, charges, or penalties shall constitute a perpetual lien on and against the Property that runs with the land, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado and any Rules adopted by the District.

K. Residential taps shall not be used to serve more than one single-family residence on the Property, plus restrooms in non-residential outbuildings on the Property, for each Tap Equivalent associated with the residential tap. The District may require purchase of additional Tap Equivalents if the demand exceeds 0.7 acre feet per calendar year per Tap Equivalent in more than two consecutive years.

L. The raw water fee for commercial potable and multi-family residential water service is based on a maximum water demand of 0.7 acre feet per calendar year per Tap Equivalent ("maximum annual demand"). If Customer's actual usage exceeds the maximum annual demand ("overage") in any two consecutive years, then the District shall notify the Customer of the overage. Within 60 days after notice is given, Customer and the District shall take sufficient measures approved by the District to prevent future overages. The District may require installation of a flow reduction valve at the expense of Customer to prevent future overages. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District, the District in its sole discretion may allow the Customer to purchase additional Tap Equivalents to increase the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. The tap is designed for a flow rate not to exceed 20 gpm, and customer agrees not to take delivery of water at a greater rate.

N. The District is responsible only to make available to the Property such water at such pressure and flow rate as may be available at the point of delivery as a result of the District's normal operation of its water distribution system. The District does not guarantee an uninterrupted supply of water. Water service may be limited or interrupted at any time for many reasons, such as emergencies, events beyond the District's control, and repairs, maintenance, and improvements or replacement of the main lines or other portions of the system. The pressure and flow rates within the system vary depending upon location and season and other factors. The District recommends Customer consult with the District before Customer installs any lawn irrigation or other systems that require a specified flow rate, minimum pressure, or pressure reducing valves or booster pumps.

O. Customer is the owner and is solely responsible for installation, maintenance, repair, and replacement of lines and facilities on Customer's property between the water meter and Customer's point of use. The District bears no responsibility whatsoever for Customer's lines and facilities.

P. Customer shall not cause or allow any foreign substances, chemicals, or other pollutants of any kind or nature to enter the District's water system through backflow or otherwise. Customer is responsible for the installation and testing of approved backflow prevention devices beyond the meter, which devices must meet or exceed standards required by applicable laws and the District's Rules and Regulations. Customer shall allow the District access to the Property to inspect and test such devices.

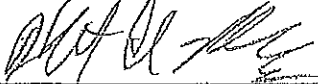
Q. Customer shall indemnify and hold the District harmless from any claims, demands, or judgments or other liability for loss, injury, or damage to any persons or property, including District personnel and property, which the District may incur as a result of or arising out of the acts or omissions of Customer or Customer's use of, or connection to, the District's system, except to the extent caused by the negligent acts or omissions of the District.

R. Failure of the District to enforce any provision of this contract or any of the District's rules or regulations shall not give rise to any claim or defense of laches, waiver, or estoppel.

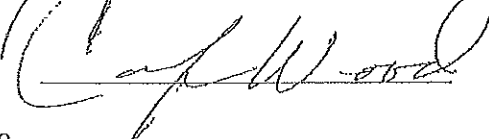
S. This contract is a condition of water service and binding upon the heirs, successors and assigns of Customer.

Dated: May 12, 2023

MORGAN COUNTY QUALITY WATER DISTRICT

 General Manager

CUSTOMER





Jenafer Santos &lt;jsantos@co.morgan.co.us&gt;

---

**Wood - Mobile Home**

2 messages

---

**Jenafer Santos** <jsantos@co.morgan.co.us>

To: Kevin Martens

Brent Kliesen

Cheryl Brindisi &lt;cbrindisi@co.morgan.co.us&gt;

Fri, Aug 4, 2023 at 10:43 AM

Nicole Hay &lt;nhay@co.morgan.co.us&gt;,

Good morning,

Carolyn Wood is moving her mobile home from parcel 103909001002 to parcel 103909000001. Attached is a photo highlighting the new proposed placement of the mobile home. We believe she has been in communication with you to make sure that this will not be an issue for the previous approval that was given for the first property, however we are just needing an email confirming that the change of parcels will not be an issue. Any comments or concerns are appreciated.

Thank you,

Jenafer Santos

Planning Technician

Morgan County Planning &amp; Zoning

970-542-3526

**Wood Proposed Mobile Home Site.pdf**

100K

---

**Kevin Martens**

To: Jenafer Santos &lt;jsantos@co.morgan.co.us&gt;, Brent Kliesen

&lt;nhay@co.morgan.co.us&gt;, Cheryl Brindisi &lt;cbrindisi@co.morgan.co.us&gt;

Fri, Aug 4, 2023 at 10:56 AM

Nicole Hay

Hi Jenafer

The change of parcels is fine with MCREA the original will serve letter still works

Thanks

Kevin Martens

Field Engineer Morgan County REA

MCREA

[734 Barlow rd](#)

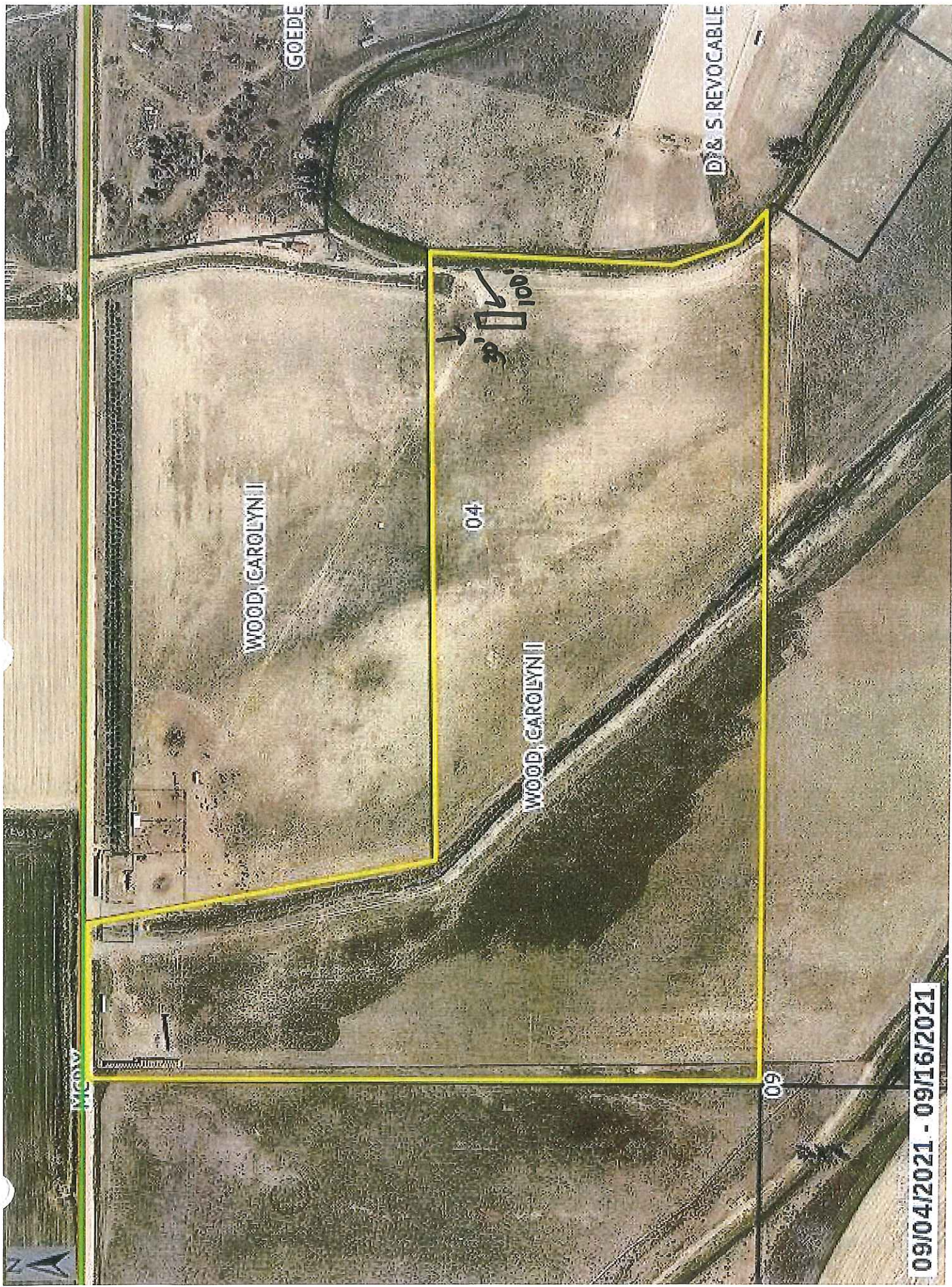
PO Box 738

Fort Morgan CO 80701

970-867-5688 ( office)

970-867-3277 ( Fax )









# Morgan County Rural Electric Association

734 Barlow Road • P.O. Box 738 • Fort Morgan, Colorado 80701

(970) 867-5688 • FAX: (970) 867-3277 • e-mail: customerservice@mcrea.org



A Teachstone Energy Cooperative  
Dependable. Affordable. Connected.

March 14, 2023

Morgan County Planning and Zoning  
Attn: Cheryl Brindisi, Administrator  
231 Ensign Street  
P.O. Box 596  
Fort Morgan, CO 80701-2307

**RE: Certification of Electric Power**  
NE ¼ of Sec 9, T4N, R57W  
Carolyn Wood

This letter is in regard to a request to provide certification to the Morgan County Planning and Zoning Commission, that we can provide sufficient electric power for Carolyn Wood in the Northeast Quarter of Section 9, Township 4 North, Range 57 West.

Morgan County REA presently has electric distribution lines near this property, and will be able to provide electric service to the proposed site.

We hope this letter will suffice. If we can be of any further assistance, please feel free to contact the office.

Sincerely,

Kevin Martens  
Field Engineer, Morgan County REA  
734 Barlow Road  
PO Box 738  
Fort Morgan, CO 80701  
970-867-5688 (office)  
970-867-3277 (fax)

04N - 57W  
Sec 04

ity  
of Morgan North Sub

Loc 07

Field Road

Loc 08

04N - 57W  
Sec 09

Loc 06

Loc 04

Loc 05

County Road 21

County Road 21





**Approved Driveway Access Permit**  
Morgan County, Colorado

Driveway Access Code:	<b>DRVX-0.770-S-20</b>				Date:	<b>7-26-2023</b>	
<b>Property Owner (Permittee):</b>							
	Name:	Carolyn Woods					
	Address:	19534 County Road R.7					
	Address:						
	City:	Fort Morgan	State:	CO	Zip Code:	80701	
	Phone:		Email:				
<b>Agent of Property Owner (If Applicable)</b>							
	Name:						
	Address:						
	Address:						
	City:		State:	CO	Zip Code:		
	Phone:		Email:				
Parcel Number:	1039-090-00-001						
Legal Description:	Section 9, TS 4, R;57						
GPS Coordinates at the Centerline of Driveway:				Latitude:	40.333733		
				Longitude:	-103.757253		
Access onto County Road:		21					
Driveway Type:		New	<input checked="" type="checkbox"/>	Existing			
Maximum Width of Approved Driveway is:				30 FEET			
Culvert Required:	<input checked="" type="checkbox"/>	No		Yes	If Yes, Required Size is:	Inch	

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

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

Morgan County, Colorado  
Public Works Department

JAMES REHN  
Authorized Morgan County Agent Signature

7-26-23  
Date:

TECHNICAL

Ditch Company Notification

Tax Account Statement

Application Fee Receipt



# RIVERSIDE

221 E. Kiowa Ave. Fort Morgan, CO 80701 (970) 867-6586

## IRRIGATION DISTRICT

August 14, 2023

Carolyn Wood

The Riverside Irrigation District has reviewed the proposed location of a new home in Morgan County Parcel 103909000001. You have specified that the structure will be a minimum of 100 feet from the Riverside Canal.

Riverside does not object to your proposal.

Best of luck with your project,

Don Chapman  
Superintendent

# Morgan County Treasurer

## Statement of Taxes Due

Account Number R009635  
Assessed To

Parcel 103909000001  
WOOD, CAROLYN I  
19534 CO RD R.7  
FORT MORGAN, CO 80701

**Legal Description**

**Situs Address**

S: 09 T: 4 R: 57 E1/2N1/2 EX B859 P376 & NAOMI WOOD MINOR SUBD

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2022	\$67.56	\$4.05	\$0.00	\$0.00	\$71.61
Total Tax Charge					\$71.61
<b>Grand Total Due as of 10/10/2023</b>					<b>\$71.61</b>

Tax Billed at 2022 Rates for Tax Area 247 - 247 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4830000	\$18.32	DRY FARM LAND	\$3,340	\$880
ROAD AND BRIDGE FUND	7.5000000	\$7.05	GRAZING LAND	\$160	\$40
SOCIAL SERVICES FUND	2.0000000	\$1.88	FARM/RANCH	\$70	\$20
FT MORGAN RURAL FIRE DIST	3.0330000	\$2.85	WASTE LAND		
FT MORGAN PEST CONTROL	0.2990000	\$0.28	Total	\$3,570	\$940
MORGAN CO QUALITY WATER	0.8240000	\$0.77			
NORTHERN COLO WATER CD	1.0000000	\$0.94			
RE 3 F M GENERAL FD	27.0840000	\$25.46			
RE 3 F M M/L OVRD	1.7730000	\$1.67			
RE 3 F M BOND RED	8.8740000	\$8.34			
Taxes Billed 2022	71.8700000	\$67.56			

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

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

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

# RECEIPT

## Morgan County

231 Ensign, Fort Morgan, CO 80701

542-3526



CU2023-0003 | Conditional Use Permit

Receipt Number: 544550

November 7, 2023

Payment Amount: \$300.00

Transaction Method	Payer	Cashier	Reference Number
Check	Carolyn Wood	Jenafer Santos	1387

### Comments

### Assessed Fee Items

Fee items being paid by this payment

Date	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
07/23	Conditional Use - Manual		\$300.00	\$300.00	\$0.00
08/22/23	Conditional Use - Administrative		\$200.00	\$200.00	\$0.00
<b>Totals:</b>			\$500.00	\$500.00	
			<b>Previous Payments</b>		\$200.00
			<b>Remaining Balance Due</b>		\$0.00

### Application Info

Property Address	Property Owner	Property Owner Address	Valuation
TBD Fort Morgan, CO 80701	Carolyn Wood	19534 Co Rd R.7 Fort Morgan, CO 80701	

### Description of Work

Placing a mobile home on parcel 103909000001



## REFERRALS & RESPONSES

Referral Letter

Referral Responses

Landowner Letter

Landowner Letter Responses

Notifications

Public Comments or Concerns

Sign Posting Pictures & Affidavit

REFERRAL AGENCIES	RESPONSES RECEIVED
Colorado Parks & Wildlife	
Century Link	
Morgan County Fire District	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Quality Water	<p><b><u>Response received via email on August 29, 2023</u></b></p> <p>Jenafer, If they are planning to place the mobile residence on the back parcel #1039090000001. MCQWD will require and line extension and easement across parcel # 103909001002</p> <p>Thanks</p> <p>Kent A Pflager General Manager Morgan County Quality Water District</p>
Morgan County Road and Bridge	<p><b><u>Response received via email on October 19, 2023</u></b></p> <p>Nicole</p> <p>Morgan County Road &amp; Bridge has assessed the possible hazard brought to our attention, that may exist on County Road X just west of County Road 21. Road &amp; Bridge completed an assessment of the location and found there is a possible hazard due to reduced sight distances caused by a hill at this location. There are several driveways that enter the roadway on both sides of this hill and both sides of the road. Vehicles entering or exiting the roadway could create a traffic hazard at any one of these driveway locations. Road &amp; Bridge could mitigate the hazard with the placement of advanced warning signs identifying the hazard ahead on either side of the hill for both eastbound and westbound traffic.</p> <p>Best Regards</p> <p><i>Bruce Bass</i> <i>Public Works Director</i> <i>Morgan County Government</i> <i>970-542-3560</i></p>
Morgan County Rural Electric Assoc.	
Morgan County Sheriff	
Northeast Colorado Health Department	
Riverside Irrigation District	
Xcel Energy	See Included Letter



## MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Colorado Parks and Wildlife  
Century Link  
Morgan County Fire District  
Morgan County Assessor  
Morgan County Communications Center  
Morgan County Quality Water

Morgan County Road & Bridge  
Morgan County Rural Electric Assoc.  
Morgan County Sheriff  
Northeast Colorado Health Department  
Riverside Irrigation District

FROM: Jenafer Santos, Morgan County 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: October 16, 2023

RE: Special Use Permit

The following Application for a Conditional Use Permit has been submitted to Morgan County and will be heard by the Planning Commission **on Monday, November 13, 2023 at 7:00 P.M.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado. You are welcome to attend and comment at this public meeting.

**Applicant & Landowner:** Carolyn Wood

**Legal Description:** Located in the NE¼ of Section 9, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, 80701.

**Request:** A Conditional Use Permit to allow the placement of a mobile home on a 35.78 acre parcel of land.

**You are encouraged to provide comments to this application by November 1, 2023 or attend the Planning Commission hearing on Monday, November 13, 2023. (See Map Attached)**

Sincerely,

*Jenafer Santos*

Morgan County Planning & Zoning Technician



Right of Way & Permits

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: 303.285.6612

October 20, 2023

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

Attn: Jenafer Santos, Nicole Hay, and Cheryl Brindisi

**Re: Carolyn Wood Conditional Use Application**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plan for **Carolyn Wood Conditional Use Application** and has **no apparent conflict**.

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

Violeta Ciocanu (Chokanu)  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-285-6612 – Email:





## MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

October 16, 2023

Dear Neighboring Landowners:

Carolyn Wood as applicant and landowner has submitted an application to our office for a Conditional Use Permit to allow the placement of a mobile home on a 35.78 acre parcel of land located in the NE¼ of Section 9, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, 80701.

This application will be heard by the Planning Commission at a **public hearing on Monday, November 13, 2023 at 7:00 P.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado. Landowners within ¼ mile of the property are notified of the application and hearing date.

Please direct any comments or questions that you have on this application to the Morgan County Planning Department. You may also email questions or comments to [nhay@co.morgan.co.us](mailto:nhay@co.morgan.co.us) or call the office.

If you would like to review any of the documents that are part of this application or have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526 **by November 1, 2023.**

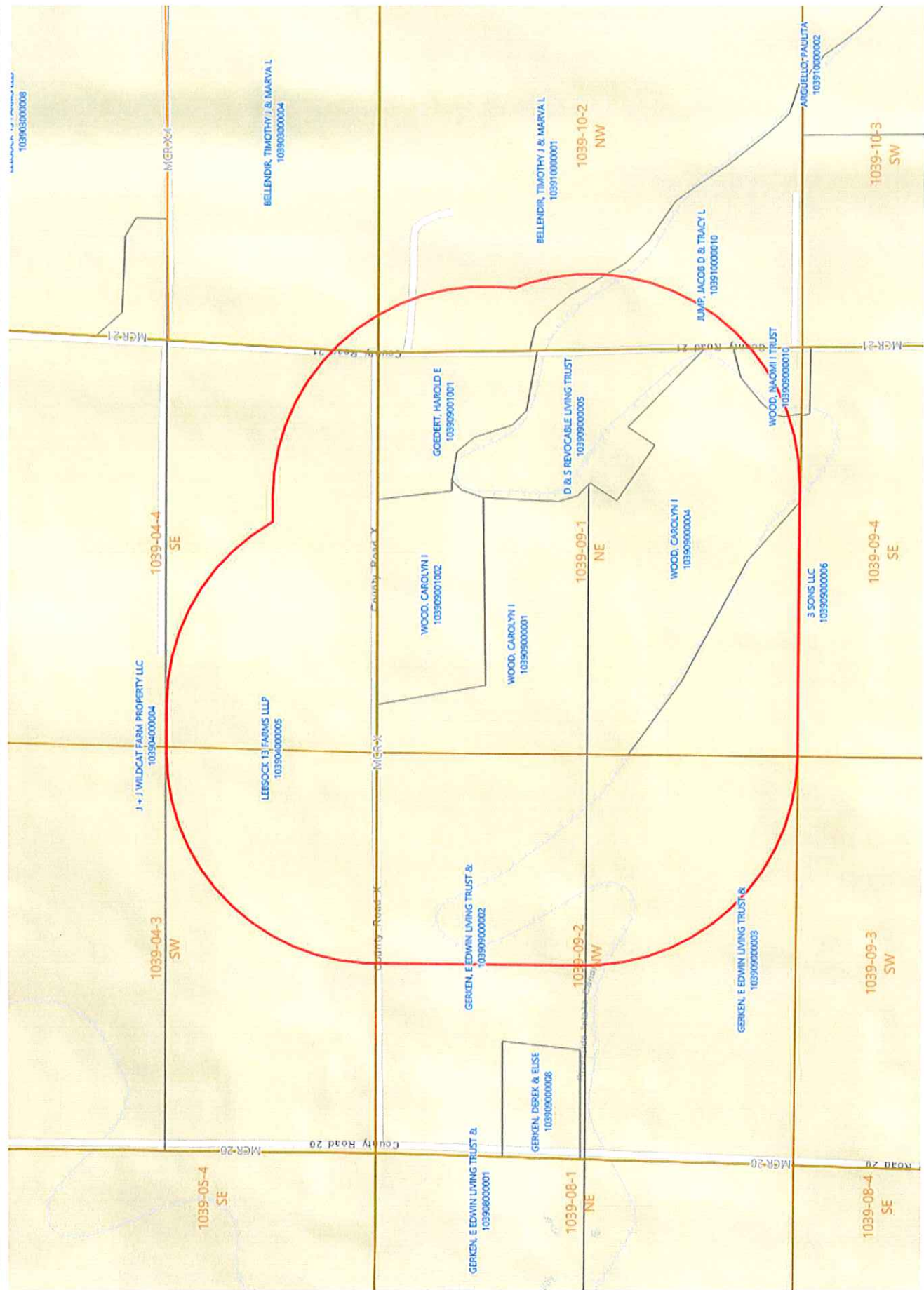
Sincerely,

*Nicole Hay*

Nicole Hay  
Planning Administrator

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

9-4-57\_Wood\_UJ2023-0003



1:11,049







WOOD, CAROLYN I  
19534 CO RD R.7  
FORT MORGAN, CO 80701

D & S REVOCABLE LIVING TRUST  
22801 CO RD 21  
FORT MORGAN, CO 80701

BELLENDIR, TIMOTHY J & MARVA L  
4 LAKEVIEW CIRCLE  
FORT MORGAN, CO 80701

GERKEN, E EDWIN LIVING TRUST &  
GERKEN, KAREN FAMILY TRUST  
19934 CO RD W  
FORT MORGAN, CO 80701

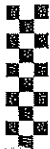
LEBSOCK 13 FARMS LLLP  
23250 CO RD 21  
FORT MORGAN, CO 80701

3 SONS LLC  
20433 CO RD W  
FORT MORGAN, CO 80701

GOEDERT, HAROLD E  
22941 CO RD 21  
FORT MORGAN, CO 80701

JUMP, JACOB D & TRACY L  
22506 CO RD 21  
FORT MORGAN, CO 80701

WOOD, NAOMI I TRUST  
21415 CO RD 22  
FORT MORGAN, CO 80701



Planning and Zoning

Morgan County

Lot 103909000001

RE: Carolyn Wood Variance application

Sept 7, 2023

This letter intent is AGAINST application for Carolyn Wood to place a trailer home on the Northeast corner of lot 9 for the following reasons.

The Morgan County Commissioners just ruled less than 30 days ago to remove this trailer from another lot. Moving it approximately 600 feet South does not resolve the problem. It is still in violation of multiple planning rules including the lot is Zoned Agricultural. Trailer homes are prohibited. This rule is clearly documented in section 3-170 (B) One single family residence (site built or manufactured home on a permanent and engineered foundation, BUT NOT A MOBILE HOME) per parcel. She already has 2 buildings in violation of code less than 1000 feet away. One of these is a mobile home moved onto a lot illegally and does not meet above requirements. This mobile home has renters for over 1 year and has not been permitted. The other building is a "Calving shed" which was permitted but being lived in illegally. The calving shed has no running water and no sanitary sewer. These issues were brought to the commissioners on August 18<sup>th</sup>. Hereby be notified of these planning violations on her lots. Why would you entertain another application when these problems are not resolved? Why is this application not processed through public hearing but decided internally? I am also concerned at the lack of notice with an application filed over a long holiday weekend and notification received only 6 days before the closed hearing. I believe your office has not allowed adequate community response. It is your job to enforce code and follow planning guidelines.

There is not a need for another structure on her property. She is raising 40 head of cattle and does not show need for another structure. Section 3-165 states the purpose of agricultural zoning is to maintain conservation of agricultural resources. You must show a need for this variance. If this mobile home is permitted you will have violated your own rules twice in less than 30 days after the commissioners voted to deny. Urban sprawl is a problem throughout America. The last thing Morgan County needs is another old, abandoned trailer home along a county road.

The driveway is extremely dangerous entering county Road 21 from the south. A blind intersection and heavy truck traffic increases risk to all involved. Increased population in agriculture zone places them at risk for chemical exposure, noise complaints and dangerous equipment and agricultural hazards. My father is adjoining landowner and has had problems with the Wood family littering and entering our property without permission. Please deny this request.

I am available any time to answer further questions. I would like to see your results and thought processes on this decision. You are a public entity and are requested to send me a copy of your decision-making process as soon as possible. Please deny this application.

Respectfully

Mark Goedert

108 N 49<sup>th</sup> Avenue Place

Greeley CO 80634

9-6 23

## Planning & Zoning.

In 1996 I purchased lot #1 of  
Naomi Wood Subdivision

Carlyn Wood Has #2 Lot.

Carlyn Refused to Honor the  
Naomi Wood #2 Rules & Her mother's  
Wishes & Lots like Dick Smith Home

Country Avenue. Farm New Double wide  
or Stick House (No Trailer House) on #2

Number One Increased Value \$300,000  
Tax Next year \$100.00 per month +

The New Rental Trailer Makes a Security  
on #1 as I can't see my Back yard &  
Strange people in Neighbor Hood at Not Neighbors

The Deer & wild turkeys & owls are  
Distur By Noise.

Thank you Howard Good  
owner Harwood #1 Farm.



Mon 9/11/23

Nicole Hay

Director Morgan City BIZ

Nicole:

I have a couple of questions regarding Cordyn Wood application for a cond. use permit.

1) Permit is to allow placement.  
Ms. Wood has already moved & forced the trailer house in question see **Exhibit A**.  
Placement is noted in **Exhibit B**

2) Per your conditional use permit app:

It states that:

Incomplete applications will NOT be  
accepted or processed. < I think we  
are in that process

There is no sewer permit.

Mel Bostos has not even done  
the perc tests. (as of Friday 9/8/23  
2: pm.)

Let's get real Nicole.  
The human dept. for 40+ years & dealt  
with many towns, san. districts, etc.

Cordyn's premature placement of said trailer  
really bothers me. Ribbing your nose in it.  
And you, are certifying the safety of that  
trailer. Wow

Look forward to chatting.

Pete Mitchell

to Nicole Hay - Pd 2  
from:  
Pete Mitchell



**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

August 28, 2023

Dear Neighboring Landowners:

Carolyn Wood as applicant and landowner has submitted an application to our office for a Conditional Use Permit to allow the placement of a mobile home on 35.78 acres located in the NE¼ of Section 9, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, 80701.

This application will be considered administratively.

*9/11/23  
Nicole: seems to  
be already placed.  
(placed.)  
- Behind closed doors. ☹️*

Please direct any comments or questions that you have on this application to the Morgan County Planning Department. You may also email questions or comments to [nhay@co.morgan.co.us](mailto:nhay@co.morgan.co.us) or call the office.

If you would like to review any of the documents that are part of this application or have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526 by September 11, 2023.

Sincerely,

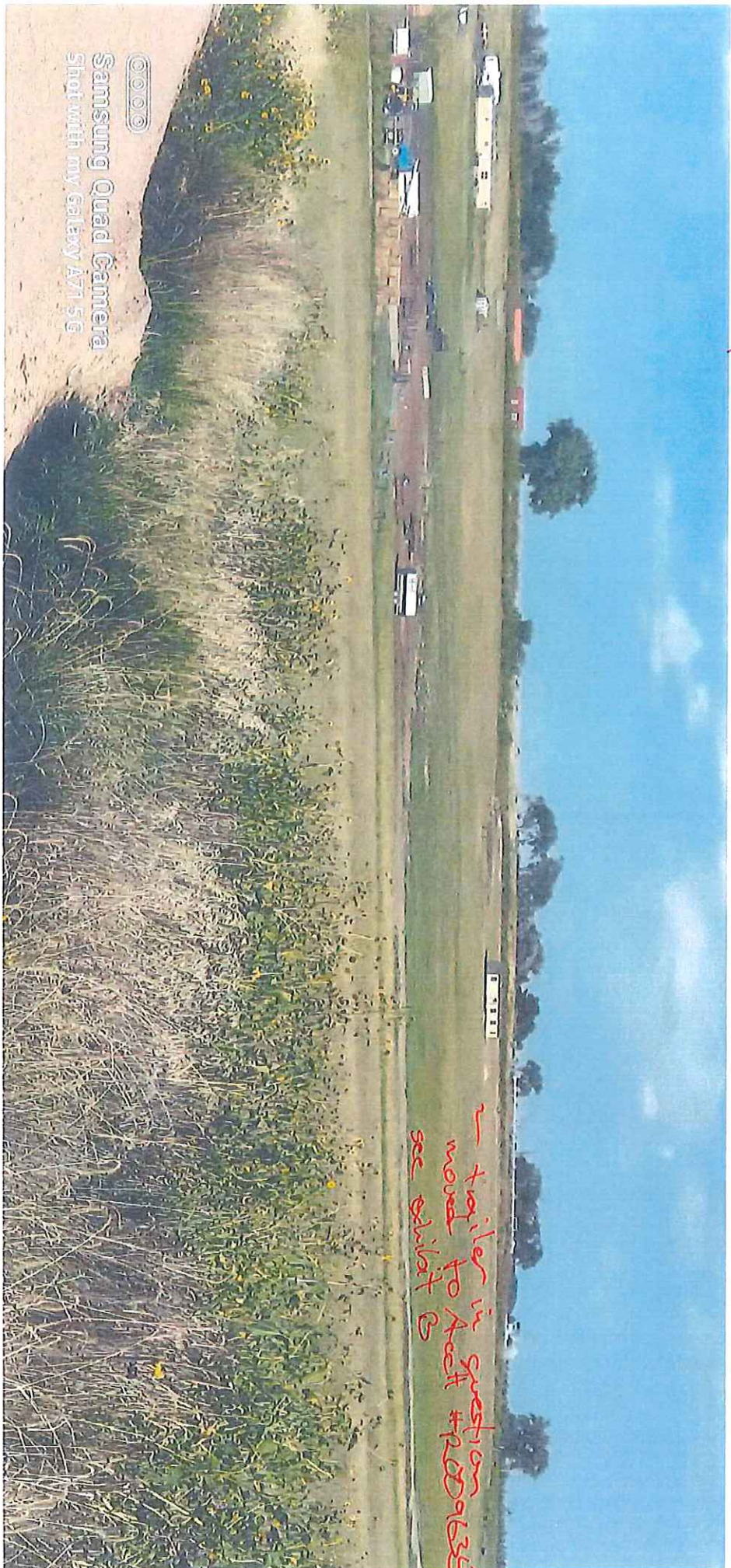
*Nicole Hay*

Nicole Hay  
Planning Administrator

*Lilly - the old Lilly*



Exhibit A  
active taken 9/10/23  
2m



~ trailers in question  
moved to Acet #2291634  
see exhibit B

7/14/23, 12:27 PM

Exhibit B

Account

[Searching](#)

[Account Search](#)

[Sale Search](#)

[View Created Report\(s\)](#)

[Help?](#)

[Logout Public](#)

Carolyn Wood

Account: R009635

[<-Prev](#)

[Next->](#)

[Location](#)

[Owner Information](#)

[Assessment History](#)

Neighborhood

FORT MORGAN, CO 80701

Tax Area: 247 Mill Levy

Legal Summary S: 09 T: 4 R: 57 E1/2N1/2N1/2 EX

Land \$3,530 \$930 35.780

[Transfers](#)

[01/06/1981](#)

[\\$115,000](#)

[WARRANTY DEED](#)

[03/18/2010](#)

[\\$0](#)

[QUIT CLAIM DEED](#)

[12/20/2016](#)

[\\$100,000](#)

[WARRANTY DEED](#)

[Tax History](#)

[Images](#)

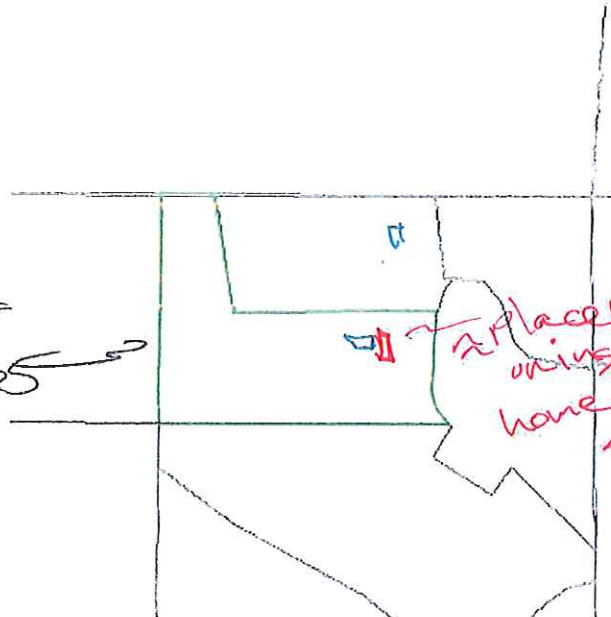
[GIS](#)

2022

\$67.56

#2

Acct #  
R009635



A place where an  
uninspected trailer  
have that is  
40 years old





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

E-MAIL: [permits\\_licensing@co.morgan.co.us](mailto:permits_licensing@co.morgan.co.us)

PERMIT # \_\_\_\_\_

Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_ Received By \_\_\_\_\_  
Fee: ☐ Administrative Review \$200 ☐ Full Review \$500  
Ck/CC #: \_\_\_\_\_ Paid \_\_\_\_/\_\_\_\_/\_\_\_\_  
Recording Fee \$ \_\_\_\_\_ Ck/CC #: \_\_\_\_\_ Paid \_\_\_\_/\_\_\_\_/\_\_\_\_  
PC Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ BOCC Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
100 Year Floodplain? Y/N Taxes Current? Y/N

## CONDITIONAL USE PERMIT APPLICATION

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

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

**APPLICANT**

**LANDOWNER**

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

## PROPERTY LEGAL DESCRIPTION AND TECHNICAL INFORMATION

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

Job Site Address or General Location if not addressed:

S: \_\_\_\_\_ T: \_\_\_\_\_ R: \_\_\_\_\_  $\frac{1}{2}$   $\frac{1}{4}$   $\frac{1}{4}$  Size of Property \_\_\_\_\_ (sq ft/acres)

Parcel #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Zone District: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Lot #(s): \_\_\_\_\_

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

**PRESENT** use of property \_\_\_\_\_

**PROPOSED** use of property \_\_\_\_\_

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

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

**NOTICE OF MORGAN COUNTY PLANNING COMMISSION'S REVIEW OF  
ONE LAND USE APPLICATION**

Notice is hereby given that on Monday, November 13, 2023 at 7:00 p.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:

- 1.) **Applicant:** Carolyn Wood  
**Landowner:** Carolyn Wood  
**Legal Description:** Located in the NE¼ of Section 9, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., Morgan County, Colorado.  
**Request:** Conditional Use Permit to allow the placement of a mobile home on a 35.78-acre parcel of land.  
**Date of Application:** August 18, 2023.
  
- 2.) **Applicant:** Monarch Energy Development LLC  
**Landowners:** The City of Brush!  
**Legal Description:** A part of the NE¼ of Section 15, Township 3 North, Range 56 West of the 6<sup>th</sup> PM, Morgan County, Colorado.  
**Request:** Special Use Permit to develop a 250MW Overland Green Hydrogen and E-Fuels facility. The project will serve as an energy storage facility by utilizing regionally sourced green renewable energy. The project will be interconnected to the Xcel Energy's transmission line and tie into the Pawnee Substation.  
**Date of Application:** September 27, 2023.

**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/81567774079>

Or Telephone:

Dial:

+1 719 359 4580 US

Webinar ID: 815 6777 4079

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

Nicole Hay

Nicole Hay

Morgan County Planning Administrator

Published: October 28, 2023

NOTICE OF MORGAN COUNTY PLANNING COMMISSION'S  
REVIEW OF ONE LAND USE APPLICATION

Notice is hereby given that on Monday, November 13, 2023 at 7:00 p.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:

1.) Applicant: Carolyn Wood  
Landowner: Carolyn Wood  
Legal Description: Located in the NE¼ of Section 9, Township 4 North, Range 57 West of the 6th P.M., Morgan County, Colorado.  
Request: Conditional Use Permit to allow the placement of a mobile home on a 35.78-acre parcel of land.  
Date of Application: August 18, 2023.

2.) Applicant: Monarch Energy Development LLC  
Landowners: The City of Brush  
Legal Description: A part of the NE¼ of Section 15, Township 3 North, Range 56 West of the 6th PM, Morgan County, Colorado.  
Request: Special Use Permit to develop a 250MW Overland Green Hydrogen and E-Fuels facility. The project will serve as an energy storage facility by utilizing regionally sourced green renewable energy. The project will be interconnected to the Xcel Energy's transmission line and tie into the Pawnee Substation.  
Date of Application: September 27, 2023.

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/81567774079>  
Or Telephone:

Dial:  
+1 719 359 4580 US  
Webinar ID: 815 6777 4079

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

/s/Nicole Hay  
Nicole Hay  
Morgan County Planning Administrator

Published: Fort Morgan Times October 28, 2023-2012435

Prairie Mountain Media, LLC

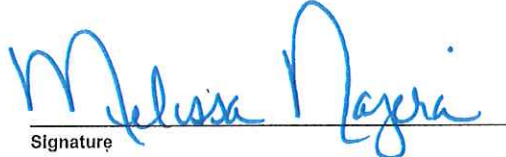
PUBLISHER'S AFFIDAVIT

County of Morgan  
State of Colorado

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

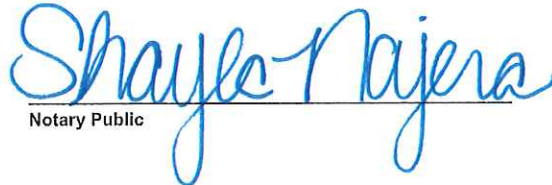
1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Fort Morgan Times*.
2. The *Fort Morgan Times* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Morgan County and meets the legal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

Oct 28, 2023

  
Signature

Subscribed and sworn to me before me this

30<sup>th</sup> day of October 2023.

  
Notary Public

(SEAL)

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

Account: 1052763  
Ad Number: 2012435  
Fee: \$46.00

NOTARIZED BY:

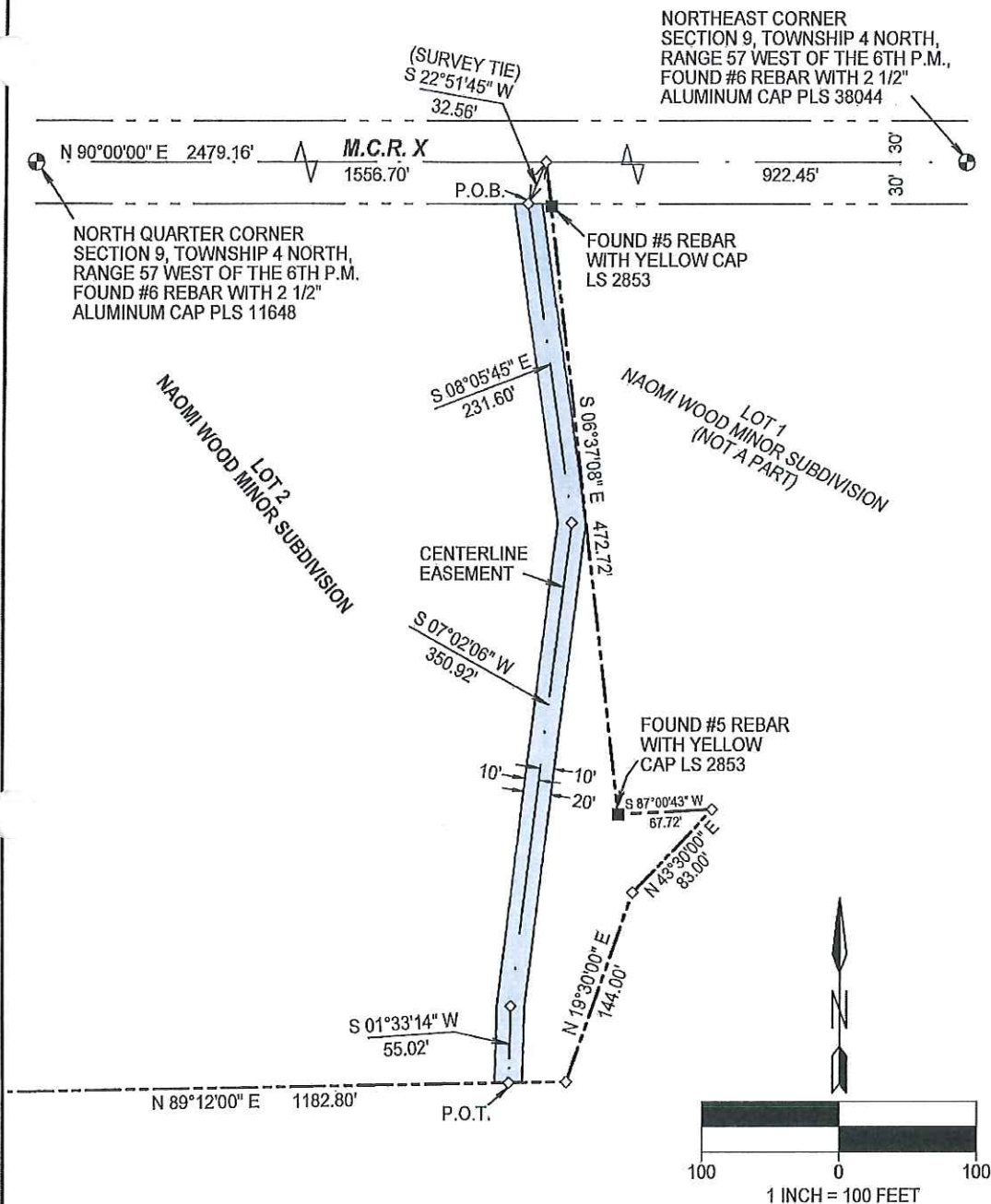






## ADDITIONAL INFORMATION

**EXHIBIT A**



## SURVEYOR'S CERTIFICATE

I, ROBERT THOMAS, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT D. THOMAS  
PLS 38353  
FOR AND ON BEHALF OF  
THOMAS LAND SURVEYING, LLC

DATE \_\_\_\_\_



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. IT'S SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.

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

PAGE 2 OF 2  
2308.021  
WOOD LOT 2, NAOMI WOOD SUB  
ACCESS EASEMENT EXHIBIT

# EXHIBIT A

## LEGAL DESCRIPTION

A 20 FOOT STRIP OF LAND BEING A PART OF LOT 2, NAOMI WOOD SUBDIVISION "MINOR SUBDIVISION - FINAL PLAT" BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO BEAR NORTH 90°00'00" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 22°51'45" WEST A DISTANCE OF 32.56 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MORGAN COUNTY ROAD X, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 08°05'45" EAST A DISTANCE OF 231.60 FEET;


THENCE SOUTH 07°02'06" WEST A DISTANCE OF 350.92 FEET;

THENCE SOUTH 01°33'14" WEST A DISTANCE OF 55.02 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF TERMINATION, WITH THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED, OR SHORTENED, AS NECESSARY.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 12,751 SQUARE FEET (0.29 ACRES), MORE OR LESS.

## SURVEYOR'S CERTIFICATE

I, ROBERT THOMAS, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

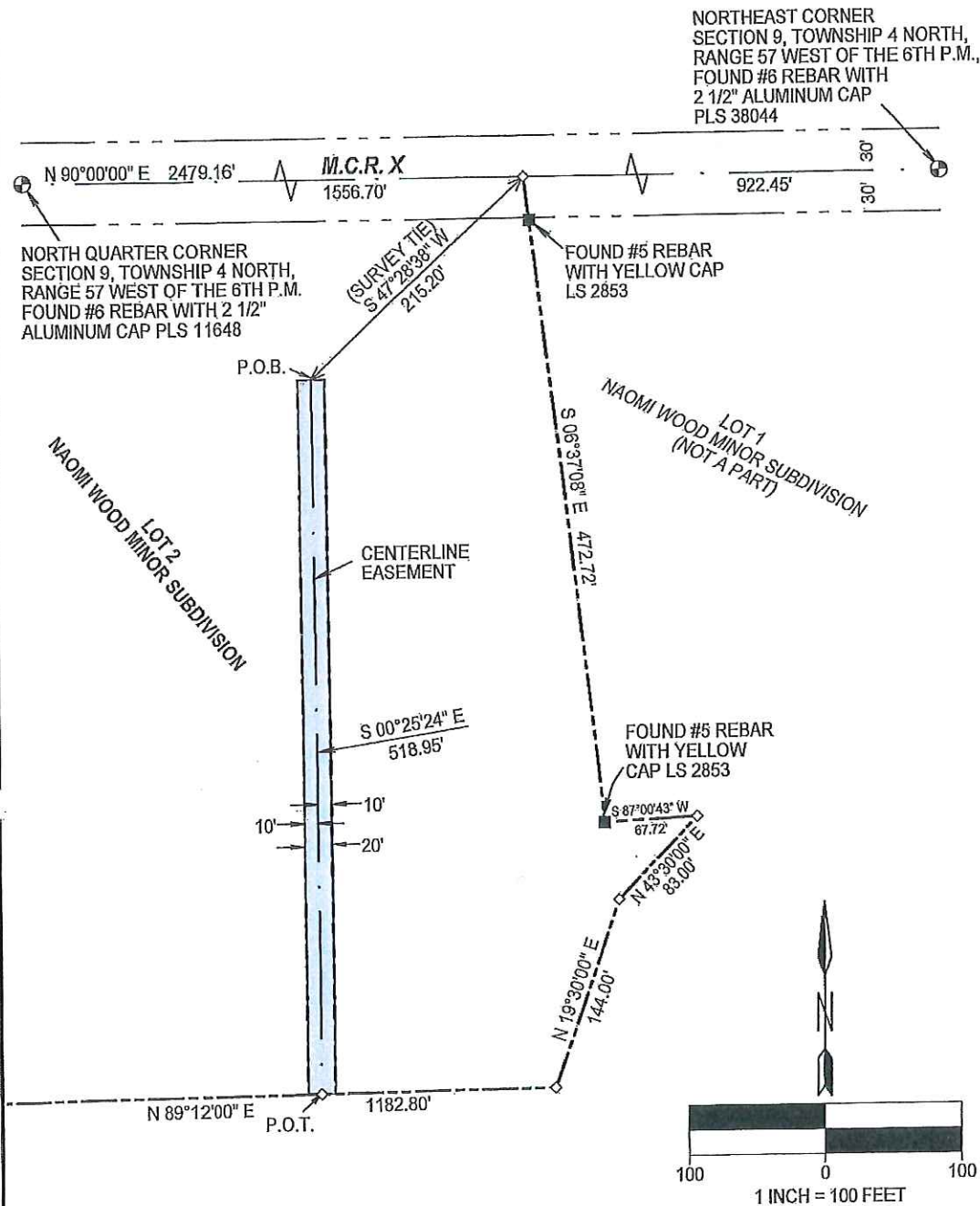
  
ROBERT D. THOMAS  
PLS 38353  
FOR AND ON BEHALF OF  
THOMAS LAND SURVEYING, LLC

8/29/2023  
DATE





# EXHIBIT A



## SURVEYOR'S CERTIFICATE

I, ROBERT THOMAS, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Robert D. Thomas*  
ROBERT D. THOMAS  
PLS 38353  
FOR AND ON BEHALF OF  
THOMAS LAND SURVEYING, LLC

*04/04/2023*  
DATE



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY, IT'S SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.

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

PAGE 2 OF 2  
2308.021  
WOOD LOT 2, NAOMI WOOD SUB  
UTILITY EASEMENT EXHIBIT

# EXHIBIT A

## LEGAL DESCRIPTION

A 20.00 FOOT STRIP OF LAND BEING A PART OF LOT 2, NAOMI WOOD SUBDIVISION "MINOR SUBDIVISION - FINAL PLAT" BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 9; TOWNSHIP 4 NORTH, RANGE 57 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO BEAR NORTH 90°00'00" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;


THENCE SOUTH 47°28'38" WEST A DISTANCE OF 215.20 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°25'24" EAST A DISTANCE OF 518.95 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF TERMINATION, WITH THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED, OR SHORTENED, AS NECESSARY.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 10,379 SQUARE FEET (0.24 ACRES), MORE OR LESS.

## SURVEYOR'S CERTIFICATE

I, ROBERT THOMAS, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
ROBERT D. THOMAS  
PLS 38353  
FOR AND ON BEHALF OF  
THOMAS LAND SURVEYING, LLC

  
DATE

