

| PLANNING COMMISSION 6:00 P.M. | JANUARY 21, 2025 |
XCEL AMENDED SPECIAL USE

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MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

December 19, 2024

Public Service Company of Colorado (Xcel Energy)
14940 CO RD 24
Brush, CO 80723
Sent via email: [REDACTED]

Dear Applicant:

Your Application for an Amended Special Use Permit has been received by our office and will go to review and decision by the Planning Commission and the Board of County Commissioners. The hearing for the Planning Commission will be held on **Tuesday, January 21, 2025 at 6:00 P.M.** The hearing for the Board of County Commissioners will be held on **Tuesday, January 28, 2025 at 9:00 A.M.**

Mineral Right notifications need to be made by December 21, 2024 and proof of mailing provided to our office no later than January 6, 2025.

As per Section 2-450(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 (1) sign for each hearing, for the entrance at County Road 24. It is up to you to post it.

Planning Commission sign notice dates: **Posted by January 10, 2025**
Pictures and Affidavit by January 16, 2025

Board of County Commissioners sign notice dates: **Posted by January 17, 2025**
Pictures and Affidavit by January 23, 2025

We will have both PC and BCC signs ready to be picked up in our office on **January 3, 2025.**

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

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

FILE SUMMARY



**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION
FILE SUMMARY
January 16, 2025
January 21, 2025 Hearing Date**

APPLICANT and LANDOWNER: Public Service Company of Colorado (Xcel Energy)

Public Service Company of Colorado (PSCo) has submitted an application to amend its special use permit, which was originally approved on October 12, 1976. The original SUP was issued for major facility of a public utility and has been amended several times to include new facilities on the property related to the Pawnee Station. The amendment would allow for the conversion of the existing coal fueled electric generation facility (Pawnee Station) and repowering it with natural gas. In addition, PSCo seeks the amendment to include options of blending hydrogen and other alternative fuels in the future at the generation facility. Pawnee Station is currently operating as a 505MW net capacity coal fired, steam-electric generating station and the conversion to natural gas will maintain the 505MW capacity. This conversion will assist both PSCo and the State of Colorado in achieving the reduction of carbon emissions by over 80 percent by 2030.

The current permitted area is the W1/2SE1/4 and the W1/2, except a one-acre parcel of Section 17, the E1/2 of Section 18, Section 19 except a 400-foot by 600-foot parcel in the northwest corner, and the W1/2 of Section 20, all in Township 3 North, Range 56 West of the 6th PM, Morgan County, Colorado. The permitted area is approximately 1,650 acres and zoned Heavy Industrial.

One aspect of the proposed amendment is to expand the permitted area to include the majority of the property owned by PSCo. This would increase the acreage to approximately 2,187 acres but also remove 2 parcels in Section 19, which contain the ManChief Electric Generating Station. The ManChief Electric Generating Station is subject to a separate 1041 permit issued by the County in 1999. The additional acreage is zoned Agricultural Production.

The permitted area, both the current area and the proposed addition, is not currently included within a fire protection district. PSCo had a service agreement with the Brush Rural Fire Protection District; however, that agreement has expired. In its application, PSCo represents that it is currently negotiating a new agreement with Fire Protection District to be completed by June 2025 and a copy will be provided to the County. However, upon a request for additional information on the status of the agreement, Brush Rural Fire Protection District informed the County that PSCO's

intends to include. Brush Rural Fire Protection District is also willing to honor the expired agreement until the inclusion is completed. See referral response.

Other components of this conversion project include:

- Modification of the Pawnee Regulator Station to supply fuel to the Pawnee Station.
- Construction of 1,300 LF of new 10-inch and 700 LF of 20-inch pipeline to supply gas to Pawnee Station.
- Retirement and decommissioning of coal and ash handling equipment.
- The construction of a new 75 foot by 150 foot (13,125 SF) aboveground water treatment facility.
- A temporary laydown yard of approximately 3.47 acres.

Unrelated to the conversion is the expansion of the substation area approximately 60 feet west for additional interconnection.

The overall conversion and construction would start in early 2025 to allow an in-service date by January 1, 2026.

The haul route proposed is from I-76 to County Road 24 south approximately 3-1/2 miles to the current site access. Morgan County Road and Bridge Department has a budgeted project for 2025 for County Road 24, which includes the portion of County Road 24 from I-76 to State Highway 34. The project is a 3-inch asphalt overlay and milling of bridge deck in the segment of road.

During construction by PSCo, onsite activity is expected to take place between the hours of 6 a.m. and 5 p.m., Monday through Friday and the workforce would average of 50 workers up to 100 workers during the peak of construction.

In addition to the permit application, packets for the Planning Commission hearing include referral responses from CPW and PSCo.

Lastly, this application is subject to certain provisions of state law related to major electrical or natural gas facilities. Pursuant to C.R.S. § 29-20-108, a local government must act on a final application for the location, construction, or improvement of major electrical or natural gas facilities by a public utility or a power authority within 90 days of the complete submission of the final application. In the case of this application, the County must take final action by March 6th. If the County does not take final action by that date, the application will be deemed approved.

Review

In reviewing these applications, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a Use by Special Review in Section 2-455 of the Morgan County Zoning Regulations have been satisfied.

Section 2-455 Special Use Permit Criteria:

- (A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. The property is located in the southeast planning area.

Chapter 2 – Plan Summary

E.2 -- Public Facilities and Services

Goal – To develop essential public facilities and services which contribute to providing a high quality of life for residents of Morgan County.

The continued energy generated from the Pawnee Station will serve Xcel Energy customers, including Morgan County and surrounding communities. Natural gas is generally a cleaner fuel and overall, the ambient air quality in Morgan County will benefit due to this conversion.

- (B) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.
- (C) The Site Plan conforms to the district design standards of Section 2-470 of the Morgan County Zoning Regulations.
- (D) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures.
Dust will be controlled on site by best management practices, such as periodic watering and reducing construction traffic speeds on-site.
- (E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.
The proposed project is compatible with the surrounding uses. The construction site is more than half a mile from the nearest residence.
- (F) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by federal, state or county regulation, whichever is the strictest.
The project will have minimal impacts on surrounding adjacent uses as the facility already exists and the conversion will increase generation efficiency and reduce greenhouse gas emissions. However, to ensure public safety and due to the location of the project, a fire services agreement with the nearest Fire Protection District must be in place prior to construction and during the period PSCo operates its facilities under the special use permit and any amendments.
- (G) The special use proposed is not planned to be developed on a non-conforming parcel.
- (H) The applicant has adequately documented a public need for the project, all pertinent technical information, and adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review.
The project serves as an integral part of Xcel Energy's February 2021 Colorado Clean Energy Plan, updated in April 2022.

- (I) For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.
Existing on-site resources of potable water for human consumption will be maintained.

As stated above, in 1976, the special use permit was approved as a major facility of a public utility without reference to the means of power generation. Staff is recommending that the description of the use be revised to “major facility of public utility, specifically as a natural gas-powered electric generation facility.” If PSCo decides to use other fuel other than natural gas, a major amendment to this amendment would be required.

The following conditions are recommended if the amendment to the special use permit is approved:

1. All necessary land use, environmental, and construction permits, approvals and authorizations will be obtained prior to the start of and during construction as required and may include, but are not limited to, land use permits, right-of-way (ROW) permits, road use agreements, access permits, oversize/overweight permits, grading permits, and stormwater permits.
2. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the water treatment facility and may include, but are not limited to, interconnection/crossing agreements, final drainage & erosion control plan, operations and maintenance plan, Liability Insurance Certificate, final locations for any laydown yard, and a copy of the APEN issued by the Colorado Department of Public Health and Environment.
3. The Brush Rural Fire Protection District will continue to operate under the 2012 Fire Service Agreement with PSCo until the completion of the inclusion process. Within 120 days of the date of the approval of the amendment to the Permit, PSCo shall provide an updated agreement or a copy of the inclusion order for the property to the County. While all periods PSCo is conducting activities on the Property pursuant to its special use permit or any amendments to that permit, it shall maintain an agreement with a fire protection district for emergency fire services at the Property. The requirement to maintain an agreement with a fire protection district shall not apply if the Property is included within the boundaries of a fire protection district pursuant to the provisions of Title 32, C.R.S.
4. Prior the commencement of construction, PSCo will enter into a road use agreement for the use of any public road during construction which shall include the following terms and elements:
 - a. A map showing which County roads will be used during construction.

- b. A pre-construction baseline survey or inventory of the road condition of County Road 24 from the south side of Highway 34 to the entrance of the Property, obtained by PSCo at its sole expense.
 - c. Within 30 days of written notice by the County of the completion of the County Road 24 overlay project, PSCo, at its sole expense, will be required to complete a baseline survey or inventory of the road condition of County Road 24 from the south side of I-76 to the north side of Highway 34.
 - d. After completion of the conversion project, PSCo will be required to submit a post-construction survey of County Road 24 from the south side of I-76 to the entrance onto the Property.
 - e. A mitigation plan to address traffic congestion, control, and potential impacts to County roads to be used during construction.
 - f. A requirement that the PSCo return County Road 24 from the south side of Highway 34 to the entrance to the Property to its pre-construction condition. A requirement that PSCo return County Road 24 south of I-76 to the north side of Highway 34 to the condition presented after the County's overlay project as demonstrated by PSCo's survey provided after the completion of the County's overlay project.
 - g. A requirement to post financial security in an amount not less than one hundred fifteen percent (115%) of the estimated cost to complete all road restoration, in the form of an irrevocable letter of credit or cash escrow. Cost estimates shall be provided by a licensed Colorado engineer. Upon preliminary acceptance of the restored public road, the County shall release all but fifteen percent (15%) of total actual costs of restoration of the public roads, so long as PSCo is not in default of any provision of the road use agreement. The County shall inspect the restored roads and PSCo shall pay to the County the cost incurred by the County in conducting such inspections. These costs shall be due and payable upon demand of the County. PSCo shall be responsible for correcting or properly completing the restoration.
 - f. The residual fifteen percent (15%) retained by the County shall act as security for PSCo's guarantee that the restoration remains free of defect during a two-year warranty period. PSCo may at any time during the preliminary acceptance or warranty period offer to provide a substitute or supplemental form of financial security to that security as originally posted with and/or retained by the County. The County may accept substitute or supplemental forms of security in its sole discretion.
5. PSCo shall prevent the existence of any nuisances by way of its construction activities. All trash, litter, construction waste and any potentially hazardous materials shall be disposed of properly off-site. If the County determines that a nuisance exists and the nuisance is not

abated or an abatement plan is not submitted to the satisfaction of the County, the County may, upon thirty (30) days' notice, undertake such abatement and lien the property for the costs of the abatement. Such abatement shall not be deemed to limit any other enforcement rights of the County.

6. PSCo shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.
7. PSCo shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice PSCo for costs and fees and payment will be due by PSCo within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County.

Nicole Hay,
Morgan County Planning Administrator

PREVIOUS RESOLUTIONS

Original SUP 1976

96 BCC 45

99 BCC 49 – 1041 for Manchief

2002 BCC 16

2002 BCC 20

2017 BCC 38

Rec. No. 926794 Administrative Approval - 2017

Rec. No. 946064 Administrative Approval - 2023

Rec. No. 951805 Administrative Approval - 2024

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

IN RE THE APPLICATION OF)
PUBLIC SERVICE COMPANY OF) FINDINGS AND ORDER
COLORADO FOR APPROVAL OF)
USE PERMITTED BY SPECIAL)
REVIEW)

The Application of Public Service Company for Approval of Use Permitted by Special Review having previously come on for public hearing and subsequently thereto the respective parties having filed their briefs in support of their positions, and the Morgan County Board of County Commissioners having reviewed the evidence, including the site plan, and being advised in the premises, DOTH FIND:

THAT the lands to be effected by issuance of a Special Use Permit are described as follows:

North
Township 3 / Range 56 West of the 6th P. M.
Section 17: $W\frac{1}{2}SE\frac{1}{4}$, $W\frac{1}{2}$ except 1 acre parcel
Section 18: $E\frac{1}{2}$
Section 19: All except a 400 ft. by 600 ft.
parcel in the northwestern corner
Section 20: $W\frac{1}{2}$

THAT if this Special Use Permit is granted it will offer the county additional and continuing control over the actual use of this land and its development. The granting of this permit would restrict Public Service Company to activities on this site as outlined on their site plan, and any expansion or major change in their project, such as the building of a second generating unit, will necessitate their returning to the county with a formal application to amend this site plan.

THAT Public Service Company also has agreed to make improvements to certain county roads, at their expense, and pursuant to specifications to be set up by the Morgan County Commissioners.

It is our opinion that the general requirements of 15.2 of the Morgan County Zoning Resolution have been adequately addressed and substantiated by our affirmative action on the Public Service Company

rezoning request and further that the specific plans, methods and studies also called for in Section 15.2, 1. through 12., of the Morgan County Zoning Resolution have been complied with.

Based upon the foregoing, the following Resolution was unanimously adopted by the Board of County Commissioners of Morgan County, Colorado:

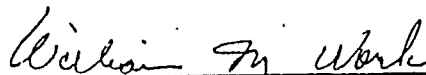
RESOLVED: That the application for Special Use Permit for a Major Facility of a Public Utility in an H-I (Heavy Industrial Zone) by Public Service Company is approved by this Board.

Done this 12th day of October, 1976.

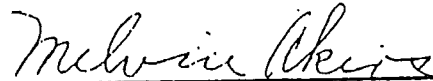
BOARD OF COUNTY COMMISSIONERS
OF MORGAN COUNTY, COLORADO



Chairman

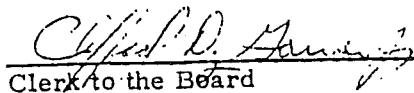


Commissioner



Commissioner

ATTEST:
(Seal)



Clerk to the Board

RESOLUTION
96 BCC 45

WHEREAS on September 4, 1996, the Board of County Commissioners of Morgan County, Colorado held a public hearing pursuant to the Morgan County Zoning Regulations on the application of Public Service Company of Colorado to amend the Special Use Permit for the Pawnee Power Plant to allow for the expansion of evaporation pond "A" by increasing the height of the dike surrounding the pond by six feet, and

WHEREAS, the notice of the public hearing was properly published and all landowners within one quarter mile of the site were notified, and

WHEREAS, the Board of County Commissioners received testimony and evidence from the applicant, and

WHEREAS, the Board of County Commissioners received the comments of the public regarding the application, and

WHEREAS, the Board of County Commissioners received the report of the Morgan County Planning Administrator, and

WHEREAS, the applicant has committed to managing the construction of the project and any modifications to the existing power lines adjacent to the site in such manner that existing trees near the power lines will not need to be trimmed or removed.

Upon a motion duly made, seconded, and carried unanimously, the following Resolution was adopted:

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO:

1. The application of Public Service Company of Colorado for and amendment to the Special Use Permit for the Pawnee Power Plant to allow the expansion of evaporation pond "A" by increasing the height of the dike of said pond by six (6) vertical feet is hereby granted.

2. The permitted property is more particularly described as:

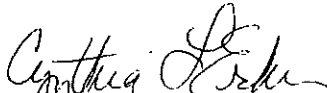
A portion of the SW1/4SE1/4 Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

3. The amendment to the existing permit is in conformance with the Morgan County Comprehensive Plan.

4. All applicable design standards have been met. The County Commissioners retain continuing jurisdiction on the issue of design standards.
5. All on and off site impacts have been satisfactorily mitigated by the terms and conditions of this permit. Mitigation measures shall include but not be limited to the following:
 - a. All off site construction and transportation dust shall be mitigated by road watering and other appropriate dust suppression methods.
 - b. All disturbed areas shall be revegetated.
 - c. Any abnormal results of analysis of samples from existing groundwater monitoring wells will be reported to the County and any appropriate State or Federal agency together with an analysis of the cause of the abnormal reading and a proposed mitigation plan.
 - d. All storm water runoff will be contained on the site both during construction and the operation of the expanded evaporation pond.
6. At the time of closure of the expanded evaporation pond, and any other ponds on the plant site a separate amendment to the original Use by Special Review Permit will be required by the County to approve the method of closure.
7. The amendment to the existing Special Use has been made satisfactorily compatible with surrounding uses.
8. It is in the public health, safety , and welfare to grant the application.
9. There is a public need for the project and all pertinent technical information has been provided to the County and the applicant has sufficient financial resources to implement the project.
10. The Board of County Commissioners retains continuing jurisdiction on this permit to address possible future problems with the site and to insure compliance with the conditions of this permit. The County also retains jurisdiction and the right and authority of County personnel to inspect the site at any reasonable time.
11. The applicant, as a condition of this permit, shall comply with all appropriate local, state, and federal laws and regulations.
12. The applicant shall be responsible for complying with all of the foregoing requirement and design standards. Noncompliance with any of the foregoing may be reason for revocation of this permit by the Board of County Commissioners.

DATED this 15th Day of September, 1996.

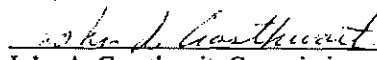
BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO



Cynthia L. Erker, Chairman



Mark A. Arndt, Commissioner



John A. Crosthwait, Commissioner

ATTEST:

FAY A. JOHNSON
CLERK TO THE BOARD

By: 
(SEAL)

RESOLUTION
99 BCC 49

**A RESOLUTION GRANTING A PERMIT FOR AN ELECTRIC
GENERATING STATION LOCATED IN THE W½NE¼ OF SECTION 19,
TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH P.M.**

WHEREAS, on August 18, 1999, the Board of County Commissioners of Morgan County, Colorado held a public hearing pursuant to the Morgan County Guidelines and Regulations for areas and activities of state interest on the application of Public Service Company of Colorado and Fulton Cogeneration Associates for construction of a natural gas fired gas turbine electric generating station located in the W½NE¼ of Section 19, Township 3 North, Range 56 West of the 6th P.M., and

WHEREAS, the Board of County Commissioners is authorized to regulate major facilities of a public utility pursuant to § 24-65.1-101, and following, of the Colorado Revised Statutes, and

WHEREAS, such regulations were adopted by Morgan County on May 16, 1994, and

WHEREAS, the notice of public hearing was properly published and all other notice requirements have been properly met, and

WHEREAS, the Board of County Commissioners received testimony and evidence from the applicant, and

WHEREAS, the Board of County Commissioners received the testimony of the Morgan County Planning Administrator who recommended approval of the application, and

WHEREAS, the Morgan County Planning Commission recommended approval of the application, and

WHEREAS, there was no public testimony on this application.

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO:

1. APPROVAL:

The application of Public Service Company of Colorado for approval of a major facility of a public utility to construct and operate a natural gas-fired gas turbine

electric generating station (phase I) and an additional steam turbine generator (Phase II) and associated facilities in the W ½ NE ¼ of Section 19, Township 3 North, Range 56 West of the 6th P.M. is hereby granted. The permitted property is more fully described on the attached Exhibit "A".

2. FINDINGS OF FACT:

a. The use and its location proposed are in conformance with the criteria set out in Section 3-306 of the Morgan County Guidelines and Regulations for areas and activities of state interest. Specifically:

- i. The health, welfare and safety of the citizens of this County will be protected and served by issuance of this development permit.
- ii. The natural and socio-economic environment of this County will be protected and enhanced by development in accordance with the application.
- iii. All reasonable alternatives to the proposed action, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed by the applicant and the proposed action represents the best interests of the people of this County and represents the best utilization of resources in the impact area.
- iv. A satisfactory program to mitigate and minimize adverse impacts has been presented by the applicant.
- v. The nature and location of the facility does not conflict with any applicable provisions of the master plan of this County, and other applicable regional, metropolitan, state, and national plans considered in review of this application.
- vi. The nature and location or expansion of the facility complements the existing and reasonably foreseeable needs of the applicant's service area and of the area immediately affected by the facility.
- vii. The nature and location or expansion of the facility does not unduly or unreasonably impact existing community services, if developed pursuant to the conditions stated below.

- viii. **The nature and location or expansion of the facility will not create an expansion of the demand for government services beyond the reasonable capacity of the community or region to provide such services, as determined by the Board.**
- ix. **The facility or expansion area is not in an area with general meteorological and climatological conditions which would unreasonably interfere with or obstruct normal operations and maintenance.**
- x. **The nature and location of the facility or expansion will not adversely affect the water rights of any upstream, downstream, or agricultural users, adjacent communities or other water users.**
- xi. **Adequate water supplies are available for facility needs.**
- xii. **The nature and location of the facility or expansion will not unduly interfere with any existing easements or rights-of-way for other utilities, canals, mineral claims, or roads, to the extent such rights are reasonably likely to be affected by this facility.**
- xiii. **Adequate electric, gas, telephone, water, sewage, and other utilities exist or shall be developed to service the site of the compressor station and the remaining facilities.**
- xiv. **The nature and location for expansion of the facility will not interfere with any significant wildlife habitat or adversely affect any endangered wildlife species, unique natural resource or historic landmark within the impact area.**
- xv. **The nature and location or expansion of the facility, including expected growth and development related to the operation and provision of service, will not significantly deteriorate water or air quality in the impact area.**
- xvi. **The geological and topographic features of the site are adequate for all construction, clearing, grading, drainage, vegetation, and other needs of the facility construction or expansion.**
- xvii. **The existing water quality of affected state waters will not be degraded below state and federal standards or established baseline levels by the project.**

- xviii. The proposed project will not have a significantly adverse net effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability, and depth of aquifers in the impact area.
 - xix. The benefits of the proposed developments outweigh the losses of any natural resources or reduction of productivity of agricultural lands as a result of the proposed development.
 - xx. The applicant has obtained or, in view of applicant's condemnation power, is reasonably expected to obtain all property rights, permits, and approvals necessary for the proposed project.
 - xxi. The proposed project will not present an unreasonable risk of exposure to or release of toxic or hazardous substances within the impact area. The determination of effects of the project has included the following considerations:
 - (a) The means by which outdoor storage facilities for fuel, raw materials, equipment and related items will be adequately enclosed by a fence or wall;
 - (b) The likelihood of hazardous materials or wastes being moved off the site by natural causes or forces;
 - (c) Containment of inflammable or explosive liquids, solids or gases.
 - xxii. The scope and nature of the proposed project will not create duplicate services within the County.
- b. In reaching its decision, the Board has relied upon the application and the representation of the applicant at the hearing before the Planning Commission and the Board of County Commissioners, and the reports of Morgan County staff.

3. CONDITIONS:

- a. This permit is specifically conditioned on all information presented in the application being followed. All information contained in the application are presented by the applicants at public hearings is deemed to be a portion of this permit and must be specifically followed.

b. The applicants shall meet with the Morgan County Assessor during the construction phases of the project so that the real and personal property connected therewith may be appropriately appraised for taxes. No reasonable request by the Morgan County Assessor shall be refused by the applicants.

c. The applicants shall establish an emergency response plan to address emergencies based upon fire, weather, equipment malfunction or failure, or any other emergency. Copies of these plans shall be properly filed with the Morgan County Emergency Management Director.

d. Any damage to county roads caused by the construction or operation of the permitted facility shall be repaired at the sole expense of the applicants. Any road damage shall be repaired to reasonable standards established by the Morgan County Road and Bridge Department.

e. The applicants shall proceed in conformity with all applicable federal and state statutes and regulations, as well as all applicable local land use regulations, including but not limited to applicable comprehensive plans, subdivision regulations, zoning and building codes, and the specific conditions of this permit.

4. GENERAL PROVISIONS:

a. The Board of County Commissioners retain continuing jurisdiction on this permit to address future possible problems with the site and to insure compliance with the conditions of this permit and all applicable Morgan County Zoning Regulations. The County also retains jurisdiction and the right and authority of county personnel to inspect the site at any reasonable time.

b. This permit shall be limited in area and design to the plans and drawings contained in the application, as modified from time to time, and governed by all applicable Morgan County Regulations. Any material deviations of the plan from the applicant's file or from the design standards or requirements stated herein, shall require approval under an amendment to the permit as provided in the County Regulations and Guidelines.

c. The property owner or operator shall be responsible for complying with all of the foregoing requirements and design standards. Noncompliance with any of the foregoing requirements or design standards may be reason for revocation of this permit by the Board of County Commissioners after notice to the applicants and public hearing as provided in the Regulations and Guidelines.

5. TERM AND VESTING OF RIGHTS:

a. This permit shall be for an indeterminate period for the operational life of the project.

b. The applicants' vested property rights to proceed with Phase I and Phase II, as set out in the application, shall be for a period of seven (7) years from the date of this resolution. This vesting of rights shall be governed by all applicable Colorado statutes.

DATED this 27th day of August, 1999.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**



John A. Crosthwait, Chairman



Mark A. Arndt, Commissioner



Michael E. Harms, Commissioner

[SEAL]

ATTEST:



Fay A. Johnson
Clerk to the Board

EXHIBIT "A"**MANCHIEF ELECTRIC GENERATING STATION**
LEGAL DESCRIPTIONS**POWER PLANT SITE:**

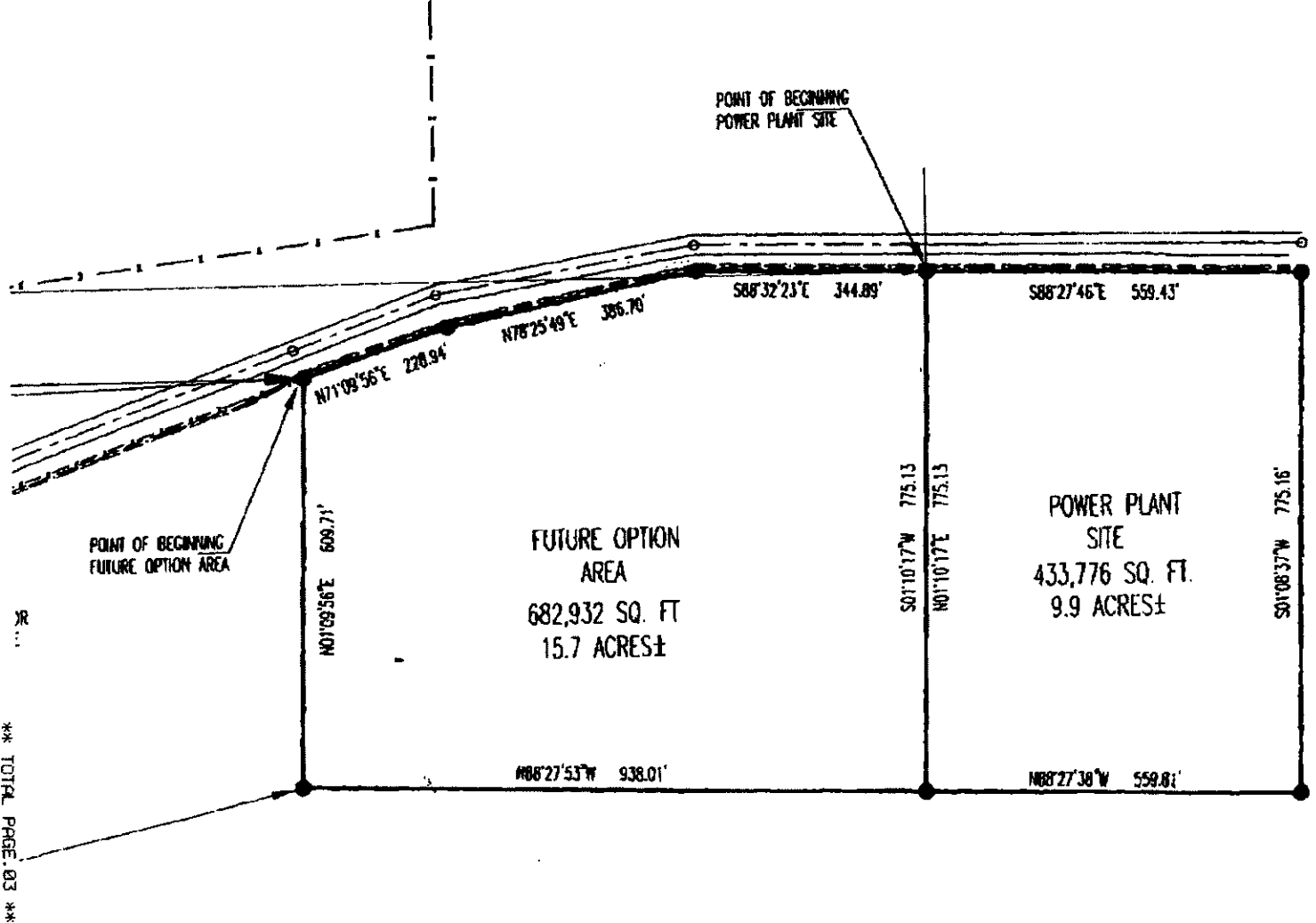
A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N00°00'00"E A DISTANCE OF 140.25 FEET; THENCE N90°00'00"E A DISTANCE OF 3221.61 FEET TO THE TRUE POINT OF BEGINNING ON AN EXISTING FENCELINE; THENCE S88°27'46"E ALONG SAID EXISTING FENCE LINE A DISTANCE OF 559.43 FEET TO A SET REBAR AND CAP; THENCE S01°08'37"W A DISTANCE OF 775.16 FEET TO A SET REBAR AND CAP; THENCE N88°27'38"W A DISTANCE OF 559.81 FEET TO A SET REBAR AND CAP; THENCE N01°10'17"E ALONG THE WEST LINE OF THE EXISTING POWER PLANT SITE A DISTANCE OF 775.13 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING IN ALL 433,776 SQUARE FEET OR 9.9 ACRES MORE OR LESS.

FUTURE OPTION AREA:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N00°00'00"E A DISTANCE OF 77.51 FEET; THENCE N90°00'00"E A DISTANCE OF 2280.48 FEET TO THE TRUE POINT OF BEGINNING ON AN EXISTING FENCELINE, A SET #5 REBAR AND RED PLASTIC CAP STAMPED P.L.S. #7735; THENCE ALONG SAID EXISTING FENCELINE THE FOLLOWING THREE COURSES: N71°09'56"E A DISTANCE OF 228.94 FEET TO A SET REBAR AND CAP; THENCE N78°25'49"E A DISTANCE OF 386.70 FEET TO A SET REBAR AND CAP; THENCE S88°32'23"E A DISTANCE OF 344.89 FEET TO A SET REBAR AND CAP; THENCE S01°10'17"W ALONG THE WEST LINE OF THE EXISTING POWER PLANT SITE A DISTANCE OF 775.13 FEET TO A SET REBAR AND CAP; THENCE DEPARTING SAID WEST LINE N88°27'53"W A DISTANCE OF 938.01 FEET TO A SET REBAR AND CAP; THENCE N01°09'56"E A DISTANCE OF 609.71 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING IN ALL 682,932 SQUARE FEET OR 15.7 ACRES MORE OR LESS.



AUG 20 '99 13:42 FR PUBLIC SERVICE-7TH FL303 571 7877 TO 519705423511 P.03

**RESOLUTION
2002 BCC 16**

**A RESOLUTION AMENDING A USE BY SPECIAL REVIEW FOR EXPANSION
AND MODIFICATION OF EVAPORATION
AND SLUDGE PONDS AT PAWNEE POWER STATION**

WHEREAS, on February 25, 2002, the Board of County Commissioners of Morgan County, Colorado held a public hearing pursuant to the Morgan County Zoning Regulations on the application of Public Service Company of Colorado, Inc. dba Xcel Energy, for an amendment to the Special Use Permit originally issued July 31, 1979 and subsequently amended by Resolution 96 BCC 45 for relining of the existing evaporation lagoons and construction of a fourth evaporation lagoon and a sludge pond located in W½ of Section 20, Township 3 North, Range 56 West of the 6th P.M., and

WHEREAS, notice of the public hearing was properly published and the subject property was properly posted, and

WHEREAS, the Board of County Commissioners received testimony and evidence from the applicants, and

WHEREAS, there was no public comment regarding this application, and

WHEREAS, the Board of County Commissioners received the testimony of the Morgan County Planning Administrator who recommended approval of the application, and

WHEREAS, the Morgan County Planning Commission recommended approval of this application, and

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
MORGAN COUNTY, COLORADO**

1. APPROVAL:

The application of Public Service Company of Colorado, Inc. dba Xcel Energy, for an amendment to the Special Use Permit originally issued July 31, 1979 and subsequently amended by Resolution 96 BCC 45 for relining of the existing evaporation lagoons and construction of a fourth evaporation lagoon and a sludge pond located in W½ of Section 20, Township 3 North, Range 56 West of the 6th P.M. is hereby granted. The permitted property is more fully described in Exhibit "A" attached to this resolution.

2. FINDINGS OF FACT:

- a. The use and its location proposed are in conformance with the

Morgan County Comprehensive Plan. Specifically:

- i. The project will broaden employment opportunities for residents and will further economic growth (pg. 3, Morgan County Comprehensive Plan).
 - ii. The proposed use is compatible with existing, land uses and there is access to established public infrastructure. (Page 43, Morgan County Comprehensive Plan)
 - iii. The proposed use is properly sited with due regard to environmental quality and minimal impact to surrounding uses and resources. (Page 60, Morgan County Comprehensive Plan)
- b. The application documents are complete and present a clear picture of how the use is to be arranged on the site.
- c. All on and off-site impacts have been satisfactorily mitigated. Required mitigation measures shall include, but not be limited to the following:
- i. Start of construction may proceed conditioned on final approval of the Colorado Department of Health. A copy of the final approval shall be submitted to the Morgan County Planning Department. Start of construction shall include relining of the existing ponds as well as construction of the new evaporation and sludge ponds.
 - ii. A final site plan showing the location of all monitoring wells shall be turned in to the Morgan County Planning Department.
 - iii. Copies of all testing reports of all monitoring wells submitted to the Colorado Department of Health shall be submitted to the Morgan County Planning Department.
 - iv. Adequate measures, as recommended by the Colorado Division of Wildlife, to prevent wildlife from being trapped in the lagoons shall be installed.
- d. The special use proposed has been made compatible with surrounding uses and is adequately buffered from any incompatible uses by distance and topography.

- e. The special use poses no or minimal risk to the public health, safety and welfare.
- f. The special use proposed is not planned to be developed on a nonconforming parcel of land.
- g. The applicant has adequately documented a public need for the project. The applicants have submitted all pertinent technical information, have demonstrated that they have adequate financial resources to implement the project, and have paid all fees and review costs.

3. ADDITIONAL CONDITIONS:

- a. This permit is specifically conditioned on all information presented in the application being followed. All information contained in the application or presented by the applicants at public hearings is deemed to be a portion of this permit and must be specifically followed.

4. GENERAL PROVISIONS:

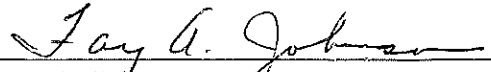
- a. The Board of County Commissioners retains continuing jurisdiction on this permit to address future possible problems with the site and to insure compliance with the conditions of this permit and the Morgan County Zoning Regulations. The County also retains jurisdiction and the right and authority of county personnel to inspect the site at any reasonable time.
- b. The applicants shall comply with all regulatory agency requirements for the protection of health, welfare and safety of the inhabitants of this area of Morgan County, including but not limited to compliance with the Colorado Department of Health, Colorado Department of Agriculture, United States Environmental Protection Agency, and all other state and federal requirements. Should any of the permit approvals obtained by the applicants vary significantly or cause material change in the project as proposed and approved by this resolution, then this permit must be amended and hearings held by the Morgan County Planning Commission and the Board of County Commissioners prior to any approval or disapproval of the requested amendment. Should the change be nonmaterial, then a written description thereof shall be filed with the Morgan County Planning and Zoning Department. The Morgan County Planning Administrator shall be the sole judge or whether a change is material or nonmaterial. This special use permit is contingent and conditioned upon compliance with all applicable government approvals and regulations and permits.
- c. The applicants are responsible for complying with all the foregoing

requirements, conditions and design standards. Noncompliance with any of the foregoing requirements, conditions or design standards may be reason for revocation of this permit by the Board of County Commissioners after notice to the applicants or their successors in interest and public hearing.

DATED this 5th day of March, 2002, *nunc pro tunc* February 25, 2002.

(SEAL)

ATTEST:



Fay A. Johnson
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO



John A. Crosthwait, Chairman



Mark A. Arndt, Commissioner



Michael E. Harms, Commissioner

EXHIBIT A

THE SOUTHWEST QUARTER AND THE WEST HALF SOUTHEAST QUARTER OF SECTION 17; ALL OF SECTION 19 EXCEPT FOR 5 ACRES IN THE NORTHWEST CORNER AS CONVEYED TO MOUNTAIN STATES TELEGRAPH AND TELEPHONE COMPANY (THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY) BY DEED RECORDED IN BOOK 534 AT PAGE 324 OF THE MORGAN COUNTY, COLORADO RECORDS;

AND THE WEST HALF OF SECTION 20,

ALL OF THE ABOVE PROPERTY BEING LOCATED IN TOWNSHIP THREE NORTH, RANGE FIFTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN.

COUNTY OF MORGAN,
STATE OF COLORADO

RESOLUTION
2002 BCC 20

A Resolution Amending 2002 BCC 16

WHEREAS, on March, 2002 the Board of County Commissioners of Morgan County, Colorado approved Resolution 2002 BCC 16 approving for Public Service Company of Colorado, Inc. dba Xcel Energy the relining of the existing evaporation lagoons and construction of a fourth evaporation lagoon and a sludge pond at the Pawnee Power Station located in W½ of Section 20, Township 3 North, Range 56 West of the 6th P.M., and

WHEREAS, a portion of that Resolution did not adequately reflect the intent of the Board of County Commissioners.

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO:

1. Paragraph C (i) of Resolution 2002 BCC 16 is hereby amended to read as follows:

“C. All on and off-site impacts have been satisfactorily mitigated. Required mitigation measures shall include, but not be limited to the following:


- i Start of construction may proceed conditioned on approval of construction by the Colorado Department of Health. Operation may proceed upon operational approval by the Colorado Department of Health. Copies of all approvals by the Colorado Department of Health shall be submitted to the Morgan County Planning Department. Start of construction shall include relining of the existing ponds as well as construction of the new evaporation and sludge ponds.”

DATED this 26th day of March, 2002, *nunc pro tunc* March 5, 2002.

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

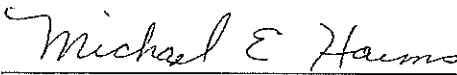
[SEAL]

ATTEST:


Fay A. Johnson
Clerk to the Board

John A. Crosthwait, Chairman


Mark A. Arndt, Commissioner


Michael E. Harms, Commissioner


Chairman Pro Tem



**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 2017 BCC 38

A RESOLUTION CONDITIONALLY APPROVING AN AMENDMENT TO A USE BY SPECIAL REVIEW FOR INCREASE IN HEIGHT OF AN EXISTING LANDFILL AND THE CONSTRUCTION OF A NEW LANDFILL ON PROPERTY LOCATED IN SECTION 19, T3N, R56W OF THE 6th P.M., MORGAN COUNTY, COLORADO WITH AN ADDRESS OF 14940 COUNTY ROAD 24, BRUSH, COLORADO 80723

WHEREAS, Public Service Company of Colorado (the "Owner") owns property located in Section 19, Township 3 North, Range 56 West of the 6th P.M., Morgan County, with the address of 14940 County Road 24, Brush, Colorado, located in the Heavy Industrial Zone District;

WHEREAS, the Owner filed an application for an Amendment to a Use by Special Review pursuant to Sections 3-365(F) of the Morgan County Zoning Regulations to increase the height of a previously approved existing landfill and to construct a new landfill;

WHEREAS, the final elevation increase of the existing landfill from 4,370 feet to 4,415 feet will increase the capacity and extend the duration of use;

WHEREAS, the construction of a new landfill is required to provide landfill space for disposal of products produced through the generation of electricity at the Pawnee Power Plant;

WHEREAS, on August 21, 2017, the Morgan County Planning Commission held a properly noticed public hearing on the application and recommended approval of the application;

WHEREAS, on September 12, 2017 the Board of County Commissioners held a properly notice public hearing on the application and heard testimony from the applicant, and the Morgan County Planning Administrator who recommended approval of the project based on evidence and the recommendation for approval from the Planning Commission; and

WHEREAS, the Board of County Commissioners of Morgan County, Colorado, after taking staff and applicant testimony and reviewing the material provided to it, desires to grant the amendment to the Use by Special Review application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO, that based upon the findings below that they wish to conditionally approve the application.

1. The Board of County Commissioners having reviewed the Use by Special Review application, all information provided, testimony heard and the criteria for granting the request as set forth in 2-345 of the Morgan County Zoning Regulations find that:

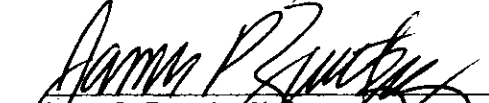
A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan, specifically:

- i. The project will broaden employment opportunities for residents and further economic growth.
- ii. The use is compatible with existing land uses and access is established to public infrastructure.
- iii. The use is properly sited with due regard to environmental quality and minimal impact to surrounding uses and resources.

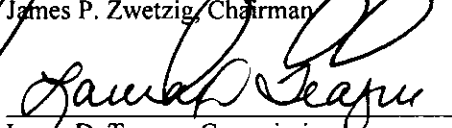
- B. All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.
 - C. The Site Plan conforms to the district design standards of these Regulations.
 - D. All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures.
 - E. The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.
 - F. The special use poses only the minimum amount of risk to the public health, safety and welfare as set by federal, state or county regulation, whichever is the strictest.
 - G. The special use proposed is not planned to be developed on a non-conforming parcel.
 - H. The applicant has adequately documented a public need for the project, all pertinent technical information and financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review.
2. The Board of County Commissioners hereby approves the Amendment to the Use by Special Review subject to the following conditions:
- a. Public Service Company of Colorado or future plant operators will remain in compliance with all agencies with regulatory authority.

Dated this 19th day of September, 2017, *nunc pro tunc* September 12, 2017.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**



 James P. Zwetzig, Chairman



 Laura D. Teague, Commissioner

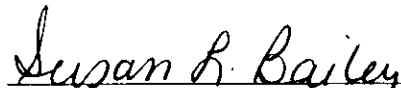
Noted as absent 9-12-17

 Mark A. Arndt, Commissioner



ATTEST:

(SEAL)



 Susan L. Bailey, Clerk to the Board



ADMINISTRATIVE APPROVAL

GRANTING A MINOR AMENDMENT TO SPECIAL USE PERMIT ISSUED BY RESOLUTION
2017 BCC 38 FOR PROPERTY LOCATED IN THE SECTION 19, T3N, R56W OF THE 6TH P.M.,
MORGAN COUNTY, COLORADO

WHEREAS, Public Service Company of Colorado, (the "Owner"), also known as Xcel Energy, owns property located in the Section 19, Township 3 North, Range 56 West of the 6th P.M, Morgan County, with an address 14940 County Road 24 ("Property");

WHEREAS, the Owner was granted a special use permit for the construction of the Pawnee Station Power Plant in October 12, 1976 ("Power Plant");

WHEREAS, the Owner applied for and was granted an amendment to the special use permit to increase the height of a previously approved existing landfill and to construct a new landfill on the Property through Resolution 2017 BCC 38, recorded at reception number 907955 in the records of the Morgan County Clerk and Recorder ("2017 Amendment");

WHEREAS, in the application for the 2017 Amendment, the Owner represented that the landfills would not receive waste from any off site sources;

WHEREAS, the 2017 Amendment was approved based upon these representations;

WHEREAS, the Owner has filed an application for an Amendment to a Use by Special Review pursuant to Sections 3-365(F) of the Morgan County Zoning Regulations to allow acceptance of water treatment sludge from other Public Service Company of Colorado facilities for disposal in the landfill identified as the East Landfill, on **Exhibit A** to this resolution and incorporated by this reference;

WHEREAS, the landfill identified as the North Landfill on **Exhibit A** will continue to be utilized exclusively for disposal of coal ash and other approved non-hazardous solid waste generated as the Power Plant and neither landfill will received waste from any third party vendors or sites;

WHEREAS, the Planning Administrator has determined that such amendment is minor pursuant to Sec. 2-430 of the Morgan County Zoning Regulations; and

WHEREAS, the Planning Administrator desires to approve the request for an amendment, subject to the following conditions:

1. The landfill identified as the East Landfill, as identified on **Exhibit A**, may accept water treatment sludge from other Public Services Company facilities for disposal.
2. The landfill identified as the North Landfill, as identified on **Exhibit A**, may exclusively accept coal ash and other approved non-hazardous solid waste generated at the Power Plant.

3. Neither landfill shall accept waste from any third party vendor or site, not owned or operated by Public Service Company of Colorado.

Approved this 12 day of August 2020.


Pam Cherry, Planning Administrator

ADMINISTRATIVE APPROVAL

GRANTING A MINOR AMENDMENT TO SPECIAL USE PERMIT ISSUED TO PUBLIC SERVICE COMPANY OF COLORADO FOR PAWNEE STATION POWER PLANT LOCATED IN SECTIONS 17, 18, 19, AND 20, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO

WHEREAS, Public Service Company of Colorado, (the "Owner"), also known as Xcel Energy, owns property located in Sections 17, 18, 19, and 20, Township 3 North, Range 56 West of the 6th P.M., Morgan County, with an address 14940 County Road 24 ("Property");

WHEREAS, the Owner was granted a special use permit for the construction of the Pawnee Station Power Plant in October 12, 1976 ("Power Plant SUP");

WHEREAS, the Owner applied for and was granted an amendment to the Power Plant SUP to construct and operate a new Evaporation Pond D on the Property through Resolution 2002 BCC 16 and amended in Resolution 2002 BCC 20, ("2002 Amendment");

WHEREAS, the Owner applied for and was granted an amendment to the Power Plant SUP to increase the height of a previously approved existing landfill and to construct a new East CCR landfill on the Property through Resolution 2017 BCC 38, recorded at reception number 907955 in the records of the Morgan County Clerk and Recorder ("2017 Amendment");

WHEREAS, the Owner applied for and was granted a minor amendment to the Power Plant SUP to allow the East Landfill to accept water treatment sludge from other Public Services Company facilities for disposal through an Administrative Approval, recorded at reception number 926794 in the records of the Morgan County Clerk and Recorder ("2020 Amendment");

WHEREAS, the Owner has filed an application for an Amendment to a Use by Special Review pursuant to Section 2-460 of the Morgan County Zoning Regulations for expansion of the East CCR Landfill within the former footprint of Evaporation Pond D located in Section 20, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Evaporation Pond D has met clean closure and will be known as Cell 1B, on **Exhibit A** to this resolution and incorporated by this reference;

WHEREAS, the Planning Administrator has determined that such amendment is minor pursuant to Section 2-460(E) of the Morgan County Zoning Regulations; and

WHEREAS, the Planning Administrator desires to approve the request for an amendment, subject to the following conditions:

1. The landfill expansion is lateral only and will not increase the height of the East CCR Landfill above the approved deck elevation.

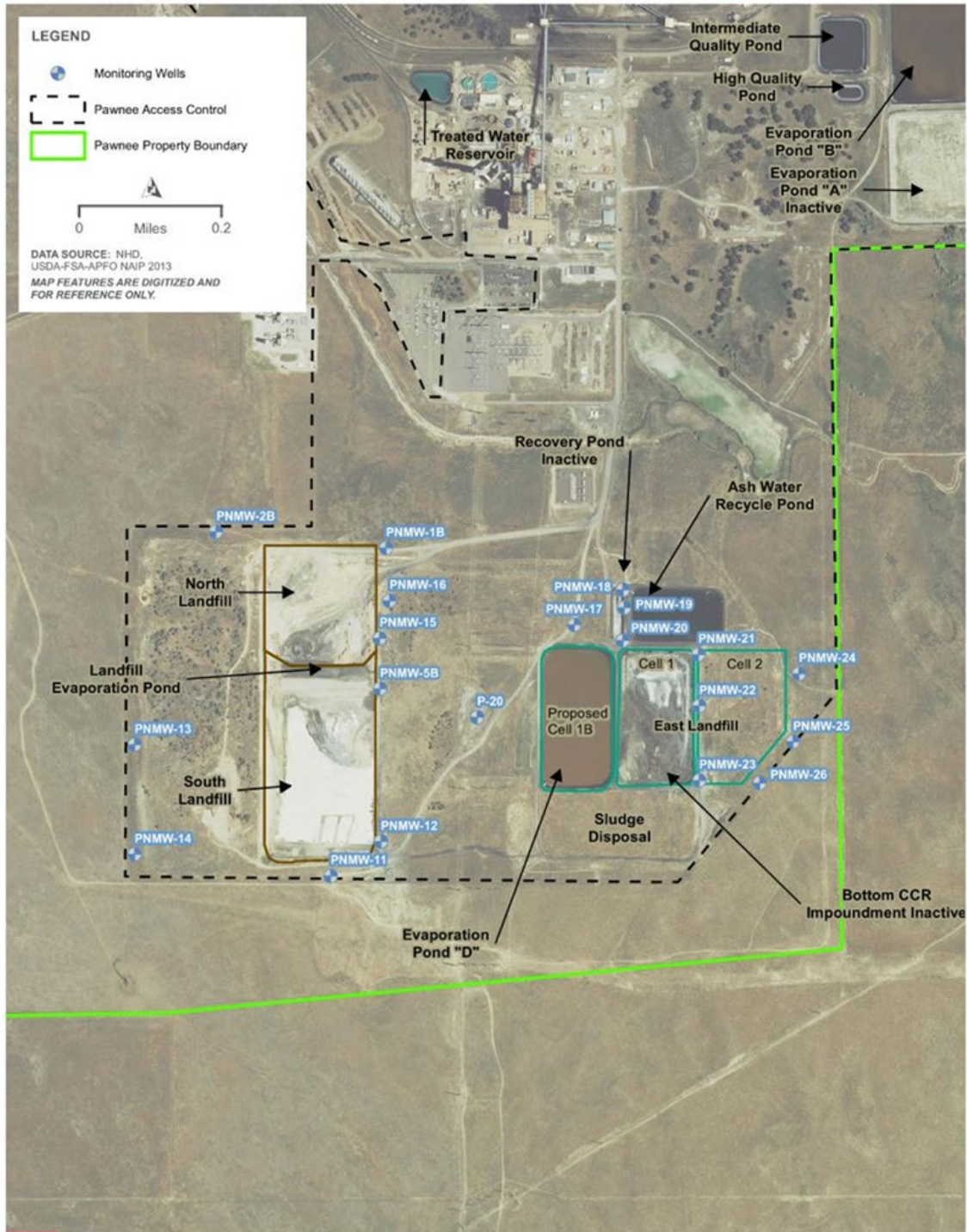
Approved this 1st day of May, 2023.



Nicole Hay, Planning Administrator

Map & Plans

Special Use Map





ADMINISTRATIVE APPROVAL

GRANTING A MINOR AMENDMENT TO SPECIAL USE PERMIT ISSUED TO PUBLIC SERVICE COMPANY OF COLORADO FOR PAWNEE STATION POWER PLANT LOCATED IN SECTIONS 17, 18, 19, AND 20, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO

WHEREAS, Public Service Company of Colorado, (the “Owner”), also known as Xcel Energy, owns property located in Sections 17, 18, 19, and 20, Township 3 North, Range 56 West of the 6th P.M, Morgan County, with an address 14940 County Road 24 (“Property”);

WHEREAS, the Owner was granted a special use permit for the construction of the Pawnee Station Power Plant in October 12, 1976 (“Power Plant SUP”);

WHEREAS, the Owner applied for and was granted an amendment to the Power Plant SUP to construct and operate a new Evaporation Pond D on the Property through Resolution 2002 BCC 16 and amended in Resolution 2002 BCC 20, (“2002 Amendment”);

WHEREAS, the Owner applied for and was granted an amendment to the Power Plant SUP to increase the height of a previously approved existing landfill and to construct a new East CCR landfill on the Property through Resolution 2017 BCC 38, recorded at reception number 907955 in the records of the Morgan County Clerk and Recorder (“2017 Amendment”);

WHEREAS, the Owner applied for and was granted a minor amendment to the Power Plant SUP to allow the East Landfill to accept water treatment sludge from other Public Services Company facilities for disposal through an Administrative Approval, recorded at reception number 926794 in the records of the Morgan County Clerk and Recorder (“2020 Amendment”);

WHEREAS, the Owner applied for and was granted a minor amendment to the Power Plant SUP for expansion of the East CCR Landfill within the former footprint of Evaporation Pond D through an Administrative Approval, recorded at reception number 946064 in the records of the Morgan County Clerk and Recorder (“2023 Amendment”);

WHEREAS, the Owner has filed an application for an Amendment to a Use by Special Review pursuant to Section 2-460 of the Morgan County Zoning Regulations to allow non-hazardous liquid waste (i.e, wastewater) from Pawnee Station and specific Public Service Company facilities (Cherokee Generating Station, Fort St Vrain Generating Station, and Rocky Mountain Energy Center) to be placed into Pawnee Station’s impoundments located in Sections 17, 18, 19, and 20, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado;

WHEREAS, the Planning Administrator has determined that such amendment is minor pursuant to Section 2-460(E) of the Morgan County Zoning Regulations; and

WHEREAS, the Planning Administrator desires to approve the request for an amendment, subject to the following conditions:

- a. County Road Q may not be used as a haul or access route to the Pawnee Station. Only County Road 24 from I-76 may be used for hauling non-hazardous liquid waste (i.e. wastewater) to Pawnee State from other specific Public Service Company facilities (Cherokee Generating Station, Fort St Vrain Generating Station, and Rocky Mountain Energy Center). If it is

determined that the haul route is not being complied with, the Planning Department may commence an enforcement action, including but not limited to revocation of this Amendment.

- b. If, at any time, the County determines the increased haul traffic has caused any off-site impacts, the Planning and Zoning Department may require traffic information from the Owner. The Owner is required to maintain records on deliveries of non-hazardous liquid waste under this Amendment that represent the number of deliveries per day and shall deliver these records to the County within thirty (30) days of the County's request. If increased haul traffic is observed, the County may require the Owner to undertake a traffic impact study and traffic count to establish the impact on County Road 24. If the impact is more than what the Owner represented in its Application and representations to County staff, the County reserves the right to review this Amendment in accordance with the Morgan County Zoning Regulations and upon notice and an opportunity to be heard, the County may impose conditions related to impacts on County roads.

Approved this 18th day of June, 2024.



Nicole Hay, Planning Administrator

ADDITIONAL APPLICATION INFORMATION

Ditch Company Notification

Mineral Notification

Tax Account Statement

Falbo, Kalan T

From: Falbo, Kalan T
Sent: Wednesday, December 18, 2024 10:24 AM
To: Cynthia Lefever
Cc: Nicole Hay; Jenafer Santos; McNeish, Gilbert F.; Kacirek, Ryan; Muehlbauer, Justin P
Subject: Notice of Special Use Amendment - Morgan County, Pawnee Steam Power Plant

Fort Morgan Canal,

I am notifying you that Public Service Company of Colorado has submitted a Special Use Amendment Application to the Morgan County Planning and Zoning Department for the Pawnee Steam Power Plant Coal to Gas conversion project (Project). The Application encompasses lands located in Township 3 North, Range 56 West, Sections: 17, 18, 19 and 20, 6th P.M, Morgan County, CO.

The Application will be heard by the Morgan County Planning Commission in a public hearing, at 6P.M. in the assembly room, 231 Ensign Street, Fort Morgan, CO. The hearing date has yet to be scheduled. The Planning Commission will review the application and recommend approval or disapproval to the Board of County Commissioners.

Final approval or disapproval of the application will be considered by the Morgan County Commissioners at a date following the Planning Commission public hearing.

The Canal is being notified of the application as the Canal is located on Subject lands.

Please feel free to contact me with any questions or comments regarding the application.

Sincerely,

Kalan Falbo

Xcel Energy

High Plains | Front Range | Pueblo | Salida | San Luis Valley | Division Agent

Right of Way and Permits Department

Electric & Gas Distribution, High Pressure Gas

1123 West 3rd Ave Denver, CO 80223

LDC Mail Bin # Ea

E: [REDACTED]

O: [REDACTED]

Direct Supervisor: [REDACTED]

9/80 Schedule:

Every other Friday, out of office

Falbo, Kalan T

From: Falbo, Kalan T
Sent: Wednesday, December 18, 2024 10:24 AM
To: [REDACTED]
Cc: Nicole Hay; Jenafer Santos; McNeish, Gilbert F.; Kacirek, Ryan; Muehlbauer, Justin P
Subject: Notice of Special Use Amendment - Morgan County, Pawnee Steam Power Plant

Upper Platt & Beaver Canal,

I am notifying you that Public Service Company of Colorado has submitted a Special Use Amendment Application to the Morgan County Planning and Zoning Department for the Pawnee Steam Power Plant Coal to Gas conversion project (Project). The Application encompasses lands located in Township 3 North, Range 56W, sections 17, 18, 19 and 20, 6th P.M, Morgan County, CO.

The Application will be heard by the Morgan County Planning Commission in a public hearing, at 6P.M. in the assembly room, 231 Ensign Street, Fort Morgan, CO. The hearing date has yet to be scheduled. The Planning Commission will review the application and recommend approval or disapproval to the Board of County Commissioners.

Final approval or disapproval of the application will be considered by the Morgan County Commissioners at a date following the Planning Commission public hearing.

The Canal is being notified of the application as the Canal is located on Subject lands.

Please feel free to contact me with any questions or comments regarding the application.

Sincerely,

Kalan Falbo

Xcel Energy

High Plains | Front Range | Pueblo | Salida | San Luis Valley | Division Agent

Right of Way and Permits Department

Electric & Gas Distribution, High Pressure Gas

1123 West 3rd Ave Denver, CO 80223

LDC Mail Bin # Ea

E: [REDACTED]

O: [REDACTED]
Direct Supervisor [REDACTED]

9/80 Schedule:

Every other Friday, out of office



1800 Larimer Street
Denver, CO 80202

December 20, 2024

Via Email

Ms. Nicole F. Hay
Planning Administrator
Planning/Zoning Department
Morgan County
231 Ensign Street
Fort Morgan, CO 80701

RE: Mineral Estate Owners - Notice of Public Hearing Requirement - Certification of Compliance - Application for Development - Permit for Site Selection and Construction of Major Facilities of a Public Utility

Dear Ms. Hay:

Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy (Xcel Energy), has submitted to Morgan County an application to amend a special use permit for the Pawnee Station coal to gas conversion project to allow siting and construction for major facilities of a public utility (Application). The Surface Development Notification Act (CRS §§ 24- 65.5-103 et seq.) (Act) provides that not less than 30 days before the date scheduled for the initial public hearing by a local government on an application for development, the applicant must: (1) send a notice of that hearing by certified mail to mineral estate owners (owners or lessees of a mineral estate underneath a surface estate of property which is subject to the application): and, (2) send a notice to Morgan County containing the name and address of the mineral estate owners to whom the notices were sent. A list containing the names and addresses of the mineral estate owners pursuant to the Act is provided as **Attachment 1**. In addition, as the local government considering the application for development, Xcel Energy (the applicant) hereby certifies to you pursuant to the Act that Xcel Energy has met the mailing notice requirements as described below. The location of the property for the Project that is subject to the hearing on the Application is shown on the enclosed map and the legal description is as follows:

Township 3 North, Range 56 West, Sections: 17, 18, 19, & 20

The names of the mineral estate owners listed on Attachment 1 were identified

pursuant to the Act after review of records in the offices of the County Assessor and the County Clerk and Recorder, and the Title Commitment provided with the application. As shown on Attachment 1, the address of only one mineral estate owner was identified (Joseph E. Burke, Jr.) The mineral conveyance was made to Mr. Burke over 70 years ago, and he has not been an owner of record of the address noted for over 20 years. After consulting with Ms. Kathryn Sellars, Morgan County Attorney, it was determined that a notification mailing to Mr. Burke would be futile, so none was made. Accordingly, no notification mailings were sent to any of the mineral estate owners identified on Attachment 1 under this circumstance, thus compliance with the Act has been achieved.

Xcel Energy understands that public hearings are scheduled regarding the Application as follows: (1) Planning Commission on Tuesday January 21, 2024, at 6:00 PM; and (2) Board of County Commissioners on Tuesday January 28, 2024, at 9:00 AM, both hearings to be held in the Assembly Room, 231 Ensign Street, Fort Morgan, Colorado.

Sincerely,

Kalan Falbo Type or paste here

Kalan Falbo
Xcel Energy
High Plains | Division Agent
Right of Way and Permits Department

cc: Kathryn Sellars (via email)
Gil McNeish (via email)

Enclosure: Attachment 1

XCEL ENERGY
PAWNEE POWER PLANT CONVERSION PROJECT
MINERAL ESTATE OWNERS

	NAME	ADDESS OF RECORD
1.	W.E. and Edna L. Spillman	None
2.	Joseph T. and Esther Bowman	None
3.	Lloyd Spafford, Jr. (Personal Representative of Estate of Edgar E. Spafford)	None
4.	The Federal Land Bank of Wichita	None
5.	Floyd E. McHale and Marie M. McHale	None
6.	Patrick H. Kastler and Wilma N. Kastler	None
7.	Loyal C. Baker and L.C. Jacox	None
8.	John Earl Lee	None
9.	Melvin A. Griggs and Nellie R. Griggs	None
10.	Public Service Company of Colorado	(Applicant)
11.	Hazel Echo Shay, et al	None
12.	1480 Welton, Inc.	None
13.	Tom Harpham	None
14.	Elizabeth Marie Pederson	None
15.	Lorne D. Halligan and Helen D. Halligan	None
16.	Fred A. Lindell	None
17.	G.L. Marietta	None
18.	Milton Uhlenhopp and Lila M. Uhlenhopp	None
19.	Joseph E. Burke, Jr. (NOTE: Conveyance was made to Joseph E. Burke in 1954, 70 years ago. Mr. Burke who likely is deceased has not owned Krameria Street property for at least 20 years – Denver County Assessor)	1643 Krameria Street, Denver, CO 80220

12-19-2024

Falbo, Kalan T

From: Falbo, Kalan T
Sent: Friday, December 20, 2024 4:24 PM
To: Nicole Hay; McNeish, Gilbert F.; Kacirek, Ryan; Muehlbauer, Justin P; Brooks, Shaun; Pena, Adam R; Stencel, Julie A; Bothun, Leif B; Chester, Jennifer L
Cc: Cheryl Brindisi; Jenafer Santos
Subject: RE: Applicant Letter
Attachments: County Notification_Mineral_Owners_Morgan County.pdf

Nicole,

Attached please find a copy of the Mineral Rights letter, including a list of mineral owners. Thank you and your team for helping us get to this point with the application before the holidays.

Please reach out anytime with questions or comments.

Sincerely,

Kalan Falbo

Xcel Energy

High Plains | Front Range | Pueblo | Salida | San Luis Valley | Division Agent

Right of Way and Permits Department

Electric & Gas Distribution, High Pressure Gas

1123 West 3rd Ave Denver, CO 80223

DC Mail Bin # Ea

E: [REDACTED]

O: [REDACTED]

Direct Supervisor: [REDACTED]

9/80 Schedule:

Every other Friday, out of office

From: Nicole Hay <nhay@co.morgan.co.us>

Sent: Thursday, December 19, 2024 3:49 PM

To: Falbo, Kalan T [REDACTED]; McNeish, Gilbert F. [REDACTED]; Kacirek, Ryan [REDACTED]

[REDACTED]; Muehlbauer, Justin P [REDACTED]; Brooks, Shaun [REDACTED]

[REDACTED]; Pena, Adam R [REDACTED]; Stencel, Julie A [REDACTED]

[REDACTED]; Bothun, Leif B [REDACTED]; Chester, Jennifer L [REDACTED]

Cc: Cheryl Brindisi <cbrindisi@co.morgan.co.us>; Jenafer Santos <jsantos@co.morgan.co.us>

Subject: Applicant Letter

EXTERNAL - STOP & THINK before opening links and attachments.

Good afternoon,

Please see the attached letter with important dates. Please disregard the mineral right notification dates as we are anticipating a letter referenced in an email received today.

Morgan County Treasurer

Statement of Taxes Due

Account Number R700005

Parcel 123117000700

Assessed To

PUBLIC SERVICE COMPANY OF COLORADO
P O BOX 1979
DENVER, CO 80201-1979

Legal Description

Situs Address

S: 17 T: 3 R: 56 ALL EX B1177 P472, B980 P138 & B865 P545 **STATE ASSESSED**

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 12/31/2024					\$0.00

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R700006

Parcel 123118000700

Assessed To

PUBLIC SERVICE COMPANY OF COLORADO
P O BOX 1979
DENVER, CO 80201-1979

Legal Description

Situs Address

S: 18 T: 3 R: 56 ALL (CORRECTION SECTION) **STATE ASSESSED**

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 12/31/2024					\$0.00

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R700008

Parcel 123119000700

Assessed To

PUBLIC SERVICE COMPANY OF COLORADO
 P O BOX 1979
 DENVER, CO 80201-1979

Legal Description

Situs Address

S: 19 T: 3 R: 56 ALL (CORRECTION SECTION) EX PARC NW1/4NW1/4 400FT X 600FT
 STATE ASSESSED

14940 CO RD 24

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 12/31/2024					\$0.00

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

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

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

Morgan County Treasurer

Statement of Taxes Due

Account Number R700009

Assessed To

Parcel 123120000700

PUBLIC SERVICE COMPANY OF COLORADO
P O BOX 1979
DENVER, CO 80201-1979

Legal Description**Situs Address**

S: 20 T: 3 R: 56 W1/2 **STATE ASSESSED**

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 12/31/2024					\$0.00

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

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

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

LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification

Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

December 23, 2024

Dear Neighboring Landowners:

Public Service Company of Colorado (Xcel Energy), as applicant and landowner, have submitted an application to our office for an Amended Use by Special Review Permit to modify the existing Special Use Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station.

Legal Description: Located in Sections 17, 18, 19 and 20 Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 14940 CO RD 24, Brush, CO 80723.

This application is scheduled to be heard by the Planning Commission on **Tuesday, January 21, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, January 28, 2025 at 9:00 A.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level) Fort Morgan, Colorado. Landowners within 1,320 feet of the subject property are notified of the application and hearing date.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearings and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **January 10, 2025.**

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator

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

PUBLIC SERVICE COMPANY OF COLORADO
P O BOX 1979
DENVER, CO 802011979

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

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

BOLINGER FARM INC
16184 CO RD 25
FORT MORGAN, CO 80701

KANE, RICHARD JR & CELESTE
16119 CO RD 25
FORT MORGAN, CO 80701

WASHBURN FAMILY TRUST
16251 CO RD 25
FORT MORGAN, CO 80701

HUPP, BARBARA D & PHILLIP E
15507 CO RD 24
FORT MORGAN, CO 80701

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

BOHL, DAVID & LYNDELL
14963 CO RD 24
FORT MORGAN, CO 80701

JMS BROADCASTING LLC
P O BOX 917
FORT MORGAN, CO 80701

RUIZ, JOSE ANTONIO
14967 CO RD 24
FORT MORGAN, CO 80701

NICHOLS, DEAN A & RACHEL A FAMILY TRUST
P O BOX 274
BRUSH, CO 80723

JONES, WILLIAM GREGORY
23019 CO RD 33.5
HILLROSE, CO 80733

WASHBURN FAMILY TRUST
16251 CO RD 25
FORT MORGAN, CO 80701

SMITH, DOLA J
15089 CO RD 26
BRUSH, CO 80723

VONDY, GARY L & DEBRA L
15115 CO RD 26
BRUSH, CO 80723

KROHN, JANET S
16299 CO RD 26
BRUSH, CO 80723

CITY OF BRUSH
P O BOX 363
BRUSH, CO 80723

HUEY, BRUCE
615 E BIJOU AVE
FORT MORGAN, CO 80701

KAMP CATTLE COMPANY
P O BOX 395
EATON, CO 80615

WHITNEY, ROBERT ALLEN & DAWN M
21411 CO RD 22
FORT MORGAN, CO 80701

ROSS, CHARLES E ET AL
P O BOX 6112

LONGMONT, CO 80501

CHEYENNE PLAINS GAS PIPELINE COMPANY LLC
P O BOX 4372
HOUSTON, TX 77210-4372

REFERRAL AGENCIES	RESPONSES RECEIVED
Bureau of Reclamation	
BNSF Railway	
Brush Fire Department	See attached email from 1/16/2025
Century Link	
CDPHE	
Colo. Dept. of Natural Resources	
Colorado Parks & Wildlife	<p>Hi Cheryl, Thanks for doing that. After review, although this is in high priority habitat, because there is already existing disturbance on the site and they will not be expanding it, CPW has no further concerns. Thank you for including us in the review of this project.</p> <p>-Stay Wild,</p> <p>Lexi Hamous, MS (She/Her) Northeast Region Land Use Coordinator Colorado Parks and Wildlife</p>
Colo. State Land Board	
City of Brush	
Fort Morgan Canal	
Fort Morgan Fire Dept.	
Kinder Morgan, Inc.	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Mgmt.	
Morgan County Quality Water	
Morgan County Road & Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff	
REFERRAL AGENCIES	RESPONSES RECEIVED
Morgan County Weed & Pest Advisory	
Morgan Soil Conservation District	
Northeast Colorado Health Department	
Upper Platte and Beaver Canal	
Xcel Energy	See attached letter from 1/2/2025



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

Bureau of Reclamation
BNSF Railway
Brush Fire Department
Century Link
CDPHE
Colo. Dept. of Natural Resources
Colorado Parks and Wildlife
Colo. State Land Board
City of Brush
Fort Morgan Canal
Fort Morgan Fire Dept.
Kinder Morgan, Inc.

Morgan County Assessor
Morgan County Communications Center
Morgan County Emergency Mgmt.
Morgan County Quality Water
Morgan County Road & Bridge
Morgan County Rural Electric Assoc.
Morgan County Sheriff
Morgan County Weed & Pest Advisory
Morgan Soil Conservation District
Northeast Colorado Health Department
Upper Platte and Beaver Canal

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

DATE: December 23, 2024

RE: Land Use Application—Amended Special Use Permit

The following Special Use Permit application is submitted to you for review and comments. The application is scheduled to be heard by the Planning Commission on **Tuesday, January 21, 2025 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, January 28, 2025 at 9:00 A.M.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). **You are encouraged to provide comments to this application by January 10, 2025.** Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend these public meetings.

Applicant and Landowner: Public Service Company of Colorado (Xcel Energy)

Legal Description: Located in Sections 17, 18, 19 and 20 Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 14940 CO RD 24, Brush, CO 80723.

Request: To modify the existing Special Use Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station.

Sincerely,

Cheryl Brindisi,

Morgan County Planning & Zoning Administrative Assistant



Nicole Hay <nhay@co.morgan.co.us>

Xcel Pawnee Conversion

Bart Miller [REDACTED]

Thu, Jan 16, 2025 at 12:25 PM

To: "nhay@co.morgan.co.us" <nhay@co.morgan.co.us>

Cc: "McNeish, Gilbert F." [REDACTED], "julie.a.stencil" [REDACTED], 6uRoger Holter [REDACTED], Lynn Golemboski [REDACTED], "Rodvik, Hans" [REDACTED]

Ms. Hay:

I am General Counsel to the Brush Rural Fire Protection District ("District"). Board President Roger Holter asked me to respond to your email below.

Xcel Energy has agreed to begin the process of including its Pawnee Power Plant and Manchief Power Plant properties into the Brush Rural Fire Protection District. Pending completion of that inclusion process and Xcel beginning to pay property taxes to the District, the District is continuing to honor the 2012 Fire Service Agreement between Xcel and the District.

Please let me know of any questions.

Regards,

Bart Miller | [Attorney](#)

Direct: [REDACTED] | Cell: [REDACTED] | [REDACTED]

www.cogovlaw.com | [LinkedIn](#) | [vCard](#)

**COLLINS | COLE
WINN | ULMER**

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[Quoted text hidden]



Right of Way & Permits

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

January 2, 2025

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

Attn: Cheryl Brindisi, Nicole Hay, Jenafer Santos

Re: Special Use Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for the above-mentioned project and currently has **no apparent conflict**. Please be aware PSCo owns and operates an existing high-pressure natural gas transmission pipeline and associated land rights as shown within this property.

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

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY PLANNING COMMISSION
JANUARY 21, 2025 AT 6:00 P.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

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

- 1.) **Applicant and Landowner:** Public Service Company of Colorado (Xcel Energy)
Legal Description: Located in Sections 17, 18, 19 and 20 Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. Also known as 14940 CO RD 24, Brush, CO 80723.
Request: Amended Use by Special Review Permit to convert Pawnee Power Station from Coal to a Gas Electric Generating Station.
Date of Application: December 19, 2024.

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/84331549378>

Join via telephone:

+1 719 359 4580 US

Webinar ID: 843 3154 9378

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

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

Nicole Hay

Nicole Hay

Morgan County Planning Administrator

Posted to website: January 10, 2025

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

Affidavit of Public Notice on Land Use Application

The Notice of public hearing on Land Use Application before the Planning commission sign (Notice) was posted on January 8th, 2025, pursuant to the Morgan County Zoning Resolution by Kalan Falbo. Notice was posted at the Pawnee Steam Electric Generating Station driveway intersection of Morgan County Road 24. Images of the posted sign are attached as Exhibit A and Exhibit B.

Project Name & Number: Pawnee Coal to Gas Project


Signature of Applicant/ Representative: Kalan Falbo

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of January 2025 by Kalan Falbo.

Witness my hand and official seal.

My commission Expires 04/02/2025



Notary Public

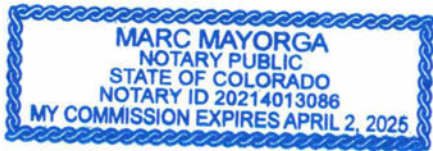


Exhibit A



Exhibit B



ORIGINAL SUBMITTAL

Pawnee Coal to Gas Project

Morgan County Special Use Permit Application – Major Amendment

December 18, 2024

Prepared for:



Morgan County Planning and Zoning
231 Ensign Street
Fort Morgan, Colorado 80701

Prepared by:



Public Service Company of Colorado, an Xcel Energy Company
1123 W. 3rd Avenue
Denver, Colorado 80223

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7.2 Section 2-455(B) <i>All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County;</i>	9
7.3 Section 2-455(C) <i>The site plan conforms to the district design standards of these Regulations;</i>	10
7.4 Section 2-455(D) <i>All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures;</i>	10
7.5 Section 2-455(E) <i>The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County;</i>	10
7.6 Section 2-455(F) <i>The special use poses only the minimum amount of risk to the public health, safety and welfare as set by either federal, state or county regulation, whichever is the strictest;</i>	10
7.7 Section 2-455(G) <i>The special use proposed is not planned to be developed on a non-conforming parcel;</i>	11
7.8 Section 2-455(H) <i>The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review; and</i>	11
7.9 Section 2-455(I) <i>For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.</i>	11
Existing on-site resources of potable water for human consumption will be maintained. Potable water pipe shall satisfy AWWA and NSF requirements.	11
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- Appendix D: Fort Morgan Canal Crossing Agreement
- Appendix E: Preliminary Traffic Impact Study
- Appendix F: Fire Plan
- Appendix G: Substation Expansion Documents
- Appendix H: Driveway Permit
- Appendix I: Adjacent Property Owners (Within 1,320')
- Appendix J: Haul Route

List of Acronyms and Abbreviations

APEN	Air Pollutant Emissions Notice
BMP	Best Management Practice
CDPHE	Colorado Department of Public Health and Environment
CO ₂	carbon dioxide
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
GHG	greenhouse gas
HAPs	hazardous air pollutants
kV	Kilovolt
lb	pound
mG	Milligauss
MW	megawatt
MWh	megawatt-hour
NHD	National Hydrography Dataset
NO _X	nitrogen oxides
NWI	National Wetlands Inventory
PM	particulate matter
PSCo	Public Service Company of Colorado
ROW	Right-of-Way
SO ₂	sulfur dioxide
SUP	Special Use Permit
SWMP	Stormwater Management Plan
TCA	Temporary Construction Area
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
WOTUS	Waters of the U.S.
Xcel Energy	Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy

Xcel Energy’s Pawnee Coal to Gas Project Morgan County Special Use Permit Regulations – Permit Application – Major Amendment - Submittal Requirements and Review Criteria

Information	Location in this Permit Application	Morgan County Guidelines and a Special Use Permit and Code Citation
1) Completed application provided by the County.	Section 6.1; Appendix A	Section 2-440(A)
2) Application Fee.	Section 6.2;	Section 2-440(B)
3) General description of the special use request and a narrative description of how the request meets the criteria of Sec. 2-455	Section 6.3	Section 2-440(C), Section 2-455
4) Title Commitment for the Property.	Section 6.4; Appendix B	Section 2-440(D)
5) Potential Environmental Impacts a) Vegetation b) Land Forms c) Water Resources d) Air Quality e) Wildlife	Section 6.5	Section 2-440(E)
6) Proof of an adequate supply of water.	Section 6.6	Section 2-440(F)
7) Property owners within thirteen hundred and twenty feet (1,320') of the Project Area.	Section 6.7	Section 2-440(G)
8) Impacts to existing adjacent uses or properties	Section 6.8	Section 2-440(H)
9) Availability of utilities and services a) Sewer b) Water c) Electrical d) Fire Protection	Section 6.9	Section 2-440(I)
10) Public Improvements.	Section 6.10	Section 2-440(J)
11) Easements Required for the Project	Section 6.11	Section 2-440(K)
12) A Special Use Plan Map	Section 6.12; Appendix C	Section 2-440(L), Section 2-470
13) Requirements for confined animal feeding operation	Section 6.13	Section 2-280(M)

Information	Location in this Permit Application	Morgan County Guidelines and a Special Use Permit and Code Citation
14) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan;	Section 7.1	Section 2-455(A)
15) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County;	Section 7.2	Section 2-455(B)
16) The site plan conforms to the district design standards of these Regulations;	Section 7.3	Section 2-455(C)
17) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures;	Section 7.4	Section 2-455(D)
18) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County;	Section 7.5	Section 2-455(E)
19) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by either federal, state or county regulation, whichever is the strictest;	Section 7.6	Section 2-455(F)
20) The special use proposed is not planned to be developed on a non-conforming parcel;	Section 7.7	Section 2-455(G)

Information	Location in this Permit Application	Morgan County Guidelines and a Special Use Permit and Code Citation
21) The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review; and	Section 7.8	Section 2-455(H)
22) For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.	Section 7.9	Section 2-455(I)
23) Special Use Plan Map	Section 7.10; Appendix C	Section 2-470

1.0 INTRODUCTION

Public Service Company of Colorado (PSCo), a Colorado corporation conducting business as Xcel Energy, currently owns and operates the Pawnee Station in Morgan County, Colorado. PSCo proposes to continue operating the existing Pawnee Station as an electricity generating station and furthermore proposes to convert the existing coal fueled generating facility to a gas combustion facility known as the Pawnee Station Coal to Gas Project (Project). The Project includes the construction of a new wastewater treatment facility, approximately 2,000 linear feet (LF) of new gas line, and retirement of coal and ash handling equipment. The site consists of approximately 1,650 acres and includes one 505-megawatt (MW) coal-fired steam electric generating station, coal handling equipment, raw water reservoir, and water treatment and waste disposal facilities. Pawnee Station's 505-MW coal-fired steam electric generating unit began commercial service in December of 1981.

The proposed conversion is a Coal Action Plan within Public Service's Clean Energy Plan (CEP) included in the Company's ongoing Electric Resource Plan (ERP) in Proceeding No. 21A-0141E (hereinafter 2021 ERP/CEP) approved by the Public Utility Commission. The Coal Action Plan for Pawnee was included in the Updated Non-Unanimous Partial Settlement Agreement (Updated ERP/CEP Settlement Agreement) in that Proceeding. The Company explains that the 2021 ERP/CEP was a historic filing that allows it to reduce its carbon emissions by over 80 percent by 2030 as compared to 2005 emissions and to continue leading the transition to a clean energy future. It submits that Pawnee's conversion will enable emissions reductions needed to assist both PSCo and the state to achieve the state's ambitious emissions reductions targets.

PSCo has prepared this Special Use Permit Major Amendment application (SUP; Application) for the existing permitted facility. This Application has been prepared per requirements of the Morgan County Zoning Regulations, Sections 2-430 through 2-455; Special Use Permits; Section 2-470, Special Use Plan Map; and, Section 2-500, Amending Permits (Morgan County 2024b); The Special Use Permit Application (Morgan County, 2024) and guidance provided during the Pre-Application Conference included the following:

1. Driveway permit from the Road & Bridge Department for existing driveway
2. Revise the haul route map to follow County Road 24 south to the existing driveway
3. Traffic Impact Study
4. Special Use Plan Map per sections 2-440(L) and 2-470
5. Emergency/Fire agreement and plan
6. Fort Morgan Canal crossing agreement

This Application includes requirements detailed in Section 4-440 (Submittal Requirements) and provides a description of the review criteria listed in Section 4-455 (Review Criteria). PSCo owns the parcels of land in which Pawnee Station is located, identified as Morgan County Assessor parcel numbers: 123-120-000-700, 123-119-000-700, 123-117-000-700 and 123-118-000-700 at address 14940 CR 24, Brush, CO 80723 on which the facility operates. The Project's limits of disturbance within the site are approximately 3.8 acres located in Morgan County, Colorado (Project Area; Figure 1). Pawnee Station was originally approved by the Board of County Commissioners through a Special Use approved by resolution of the Board of County Commissioners on October 12, 1976 and this application amends that original approval. The extent of the original Special Use area is shown in Appendix C and the amended SUP area also is included in Appendix C to show the expansion of the SUP area as compared to the original approval. The amended SUP area includes all of the parcels owned

by PSCo in the project area. Additional information on Project components may be found in the next section.

1.1 Project Description

The Pawnee Station Coal to Gas Project scope initially involves converting the existing coal-fueled Pawnee generating facility to a gas-fueled facility with approved allowance regarding future capabilities to blend hydrogen and other alternative fuels in Pawnee's fuel supply, for producing electricity. The transition of this facility from coal to gas is included in Xcel Energy's Colorado CEP. Converting the Project to gas provides for a safe, reliable, and cost-effective energy generating option that reduces emissions.

Energy generated from this facility will serve Xcel Energy customers, including Morgan County and surrounding communities. The Project is expected to be completed by the end of 2025, with the Pawnee Station operating on gas in 2026, pending permit approvals, with the capability to serve up to 400,000 customers.

Converting Pawnee Station from Coal to Gas will include the following Project components:

- Converting the 505-MW coal-fired unit and repowering it with gas, with options of blending hydrogen and other alternative fuels in the future.
- Construction of a new wastewater treatment facility
- Modification of the Pawnee Regulator Station to supply fuel to the Pawnee Station.
- Construction of 1,300 LF of 10- inch and 700 LF of 20-inch pipeline to supply gas to Pawnee Station
- Retirement and decommissioning of coal and ash handling equipment.

Pawnee Station consists of a single unit with an opposed, wall-fired Foster Wheeler Original Equipment Manufacturer boiler with a General Electric steam turbine/generator. An air quality control system was installed in 2014 to comply with the Clean Air Clean Jobs Act which includes a selective catalytic reduction and a dry-type scrubber. The conversion from coal to gas will maintain the existing 505 MW capacity. PSCo intends to keep Pawnee in operation for the remainder of its useful life and retire the plant in 2041.

The Project includes construction of a new aboveground wastewater treatment facility to treat wastewater used for the plant. The facility building will be a pre-engineered metal building with dimensions of 75 feet by 150 feet. A temporary laydown yard on-site totaling approximately 3.47 acres will be utilized for temporary staging areas for Project conversion and construction. The site layout is detailed per the Special Use Map included as Appendix C. The Project will provide an economic benefit to Morgan County through tax revenue generation and local job opportunities.

Additionally, ambient air quality in Morgan County will benefit long term from the conversion of the facility from coal to gas, in some cases considerably, due to this conversion. Converting the Project to gas provides for a cost-effective energy generating option that reduces emissions and avoids creation of a new baseline generating facility. The Project allows PSCo to continue to deliver safe and reliable electric service the electric system.

OTHER PROJECTS at Pawnee but unrelated to Conversion:

- Addition of an interconnection at the Pawnee Sub Station. Requiring the existing chain link fenced area to be expanded approximately 60 feet west and installation of one transmission structure South and West of the expanded fence, with a maximum chain link fence height of 10 feet.

1.2 Construction

During the conversion and construction process, staging of equipment, materials, and supplies will primarily take place within the existing PSCo laydown yard. Disturbed areas will be returned to pre-construction conditions once construction has been completed. PSCo intends to begin overall Project conversion and construction as early as January 2025 and conclude within a 2025 installation cycle to meet the in-service date of January 2026. This timeline is subject to change depending on factors such as timing for equipment fabrication, construction, and receiving permits. The facility has a planned outage for a period of 60 to 120 days for the boiler modification and will remain in normal operations during construction outside of the planned outage. PSCo anticipates final tie-ins to the boiler during an anticipated planned outage during the fall of 2025, with the Project operational by the end of 2025. This allows for the Project to be converted and in-service by January 1, 2026.

2.0 PURPOSE OF REQUEST

The purpose of this request is to file an application for a major amendment to the current SUP for the Project pursuant to the Morgan County Zoning Regulations to allow the following:

Conversion of the existing Pawnee coal fueled generating plant to a gas fueled facility for producing electricity and constructing a new wastewater treatment facility as described in this application.

3.0 PROJECT SCHEDULE

Waste Water Treatment Facility Construction*	Permit Approval to December 2025
Gas Boiler Conversion*	Permit Approval to December 2025
Testing and Tuning*	December 2025 and January 2026

* 1 year of construction required, dates are approximate

4.0 PERMIT DURATION

The permit duration is requested for the operational life of Pawnee Station's facilities.

5.0 SECTION 2-445(A), PRE-APPLICATION PROCESS

The Pre-Application Conference was held on October 8th, 2024.

6.0 SECTION 2-440, SUBMITTAL REQUIREMENTS

6.1 Section 2-440(A) Application Form

The application form is provided in Appendix A, Application Form.

6.2 Section 2-440(B) Fee

PSCo will pay the non-refundable applicable fee to Morgan County.

6.3 Section 2-440(C) Narrative Description and Approval Criteria

The Pawnee Coal to Gas Project (Project) involves converting the existing Pawnee coal fueled generating plant to a gas combustion facility for producing electricity and constructing a new water treatment facility. The Project's limits of disturbance are approximately 3.8 acres located in Morgan County, Colorado (Project Area; Figure 1).

The Pawnee Station is currently operating as a 505-megawatt (MW) net capacity coal-fired, steam-electric generating station that began commercial operation in 1981 and continues to

be fully operational. The station consists of a single unit with an opposed, wall-fired Foster Wheeler Original Equipment Manufacturer boiler with a General Electric steam turbine/generator. An air quality control system was installed in 2014 for the Clean Air Clean Jobs Act which includes a selective catalytic reduction and a dry-type scrubber. The Project is located in unincorporated Morgan County near the town of Brush, Colorado in Colorado's eastern plains. The Project conversion from coal to gas will maintain its existing 505 MW capacity. PSCo intends to keep Pawnee in operation for the remainder of its useful life and retire the plant in 2041.

The proposed Project includes the following components (see Appendix C, Special Use Plan Map):

- Converting the 505-MW coal-fired unit and repowering it with gas, with options of blending hydrogen and other alternative fuels in the future.
- Modification of the Pawnee Regulator Station to supply fuel to the Pawnee Station.
- Construction of 1,300 LF of new 10- inch and 700 LF of 20-inch pipeline to supply gas to Pawnee Station
- Retirement and decommissioning of coal and ash handling equipment.
- Construction of a new aboveground water treatment facility to treat wastewater used for the coal scrubber. The facility building will be 75 feet by 150 feet.
- A temporary laydown yard totaling approximately 3.47 acres will be utilized for temporary staging areas for Project conversion and construction.

The site layout is detailed per the Special Use Map included as Appendix C.

OTHER PROJECTS at Pawnee but unrelated to Conversion:

- Addition of an interconnection at the Pawnee Sub Station. Requiring the existing chain link fenced area to be expanded approximately 60 feet west and installation of one transmission structure South and West of the expanded fence, with a maximum chain link fence height of 10 feet.

6.4 Section 2-440(D) Title Commitment

Title commitment issued within 6 months previous to this submittal of the SUP application has been included with the application materials. See Appendix B.

6.5 Section 2-440(E) Potential Environmental Impacts

Vegetation

Table 1 below shows a breakdown of landcover found within the Project Area, according to the U.S. Geological Survey (USGS) National Land Cover Database (USGS 2021). The two types of landcover that make up the majority of the Project Area are Developed, High Intensity (1.34 acres, 35.22 percent of the Project Area), and Developed, Medium Intensity (1.26 acres, 33.11 percent of the Project Area) (Figure 2; USGS 2021).

Table 1. Land Cover within the Project Area

Land Cover Type	Acreage within the Project Area	Percent of the Project Area
Developed, Open Space	0.12	3.14
Developed, Low Intensity	1.05	27.60
Developed, Medium Intensity	1.26	33.11
Developed, High Intensity	1.34	35.22
Herbaceous	0.04	0.93
TOTAL	3.81	100.00

Impacts to vegetation are expected to be low as the majority of the Project Area is located on developed land (3.77 acres; 99.07 percent of the Project Area) with only 0.04 acres or 0.93 percent of the Project Area being made up of Herbaceous land cover (USGS 2021).

Landforms

Morgan County is located in the Colorado Piedmont section of the Great Plains Physiographic Province (Morgan County 2008). Underlying bedrock of the Project Area consists entirely of Quaternary Eolian Deposits (Figure 3; USGS 2024a). There will be no appreciable changes to existing landforms.

Water Resources

This Project will not require additional water rights at Pawnee Station. The station has sufficient water rights and resources, and the Project will use raw water and recycled water from the Station for landfill operational and construction requirements.

Air Quality

The 1963 Clean Air Act (as amended; 42 U.S. Code 7401) requires government agencies to monitor air pollution and promote air pollution prevention and control programs. As of August 2024, Morgan County, Colorado is in attainment for all U.S. Environmental Protection Agency (EPA) criteria pollutants (EPA 2024). Currently, local emission sources in the Project vicinity include personal and commercial vehicle emissions, aircraft emissions at the nearby Brush Municipal Airport, and agricultural operations.

Short-term impacts to local air quality are expected from a temporary increase in construction vehicles creating an increase in fumes and fugitive dust, as well as fumes from construction equipment exhaust, and fugitive dust from clearing and preparing areas for construction. These short-term effects are expected to be relatively minor and are not expected to cause a public nuisance. If an air quality nuisance arises due to and during Project conversion and construction, Xcel will coordinate with Morgan County to develop mitigation techniques.

In the conversion of the Xcel Energy Pawnee Station from coal-fired to gas-fired power generation, air quality emissions on a pound per megawatt-hour (lb/MWh) basis will decrease with respect to criteria pollutants (sulfur dioxide [SO₂], nitrogen oxides, particulate matter, etc.), most hazardous air pollutants, and greenhouse gas pollutants. The operating coal-fired unit is a subcritical boiler, designed and built to burn subbituminous coal. The proposed unit is a gas fired combustion turbine. The major differences between the two that impact the quantity of air emissions are the fuel type, the age of the units, and the technology (e.g., combustion technology as well as air pollution control technology). When generating electricity, coal emits more than twice the amount of carbon dioxide (CO₂) than natural gas

per megawatt-hour¹. In addition, because coal is a solid fuel with impurities, coal combustion emits considerable amounts of SO₂, particulate matter, metal hazardous air pollutant (including mercury), and acid gas. Natural gas is generally a cleaner fuel and emits negligible amounts of SO₂, particulate matter, and metals. Further, coal combustion also emits much more nitrogen oxide than natural gas combustion (generally between two and five times, depending on the pollution control system being used in the respective generation)². As previously mentioned, the age of the units is another factor, as a coal-fired power plant built in 1980 (even if retrofitted for new controls) would have less efficient generation capability and less sophisticated pollution control equipment than a new gas-fired combustion turbine. That increased generation efficiency further reduces greenhouse gas emissions on a per megawatt-hour basis. Overall, ambient air quality in Morgan County will benefit, in some cases considerably, due to this conversion.

Wildlife

No wildlife impacts are expected with this Project (Figure 4).

Wetlands

No flowlines or waterbodies have been mapped within the Project Area, according to the USGS National Hydrography Dataset. According to the Federal Emergency Management Agency (FEMA) National Flood Hazard Layer, no 100-year floodplains are located within the Project Area (FEMA 2024). According to the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory, 3.17 acres of freshwater emergent wetlands are located within the Project Area (Figure 5; USGS 2024b; USFWS 2024). However, much of this area is already developed for the existing Pawnee Station. Therefore, no new water resources are expected to be impacted by the Project.

Dust

Dust is controlled on site by best management practices, such as periodic watering and reducing construction traffic speeds.

Odor

There will be no appreciable increase in odors off site from the Project.

Noise

After conversion and construction is complete, there will be no appreciable noise increase off site from the Project. Construction activities will largely occur indoors, and the Project site is remotely located. The closest adjacent residential building is over a half mile away from the construction area. Thus, off-site noise levels are expected to only cause minimal disturbances to adjacent properties.

Stormwater Runoff

The Project is not expected to affect surface water quality. The applicant will submit a State Storm Water Permit.

¹ U.S. Energy Information Administration, June 9, 2021, “Electric Power Sector CO₂ Emissions Drop as Generation Mix Shifts from Coal to Natural Gas,” [Electric power sector CO₂ emissions drop as generation mix shifts from coal to natural gas - U.S. Energy Information Administration \(EIA\)](#).

² U.S. Government Accountability Office, April 18, 2012, “Air Emissions and Electricity Generation at U.S. Power Plants,” [Air Emissions and Electricity Generation at U.S. Power Plants | U.S. GAO](#).

Visual Amenities

There will be no appreciable changes to the visible amenities.

6.6 Section 2-440(F) Water Supply

Existing wells on the property may serve as a sufficient water supply. This Project will not require additional water rights at Pawnee Station. The station has sufficient water rights and resources, and the Project will use raw water and recycled water from the Station for landfill operational and construction requirements.

6.7 Section 2-440(G) Property Owners Within Thirteen Hundred and Twenty Feet (1,320') of the Project Area

Based on Morgan County parcel data there are 19 property owners within 1,320 feet of the Project Area. See the attached Appendix I for adjacent property owner information.

6.8 Section 2-440(H) Potential Impacts to Existing Adjacent Uses or Properties

The Project will be compatible with existing surrounding adjacent land uses. The Project will not result in significant adverse impacts to surrounding properties. Potential impacts are limited to fugitive dust, traffic, and noise during the conversion and construction phase. *Construction will largely happen indoors and noise levels during construction are not inspected to impact adjacent neighbors. The construction site is located over .5 miles away from the nearest adjacent property owners and noise levels are not expected to cause disturbances to adjacent properties*

Offsite impacts are limited to increased construction traffic, potential noise and fugitive dust resulting from vehicle traffic during conversion and construction along the Project Haul Route. See Appendix J for the haul route information and map. This Project is already an operational facility; therefore, post-conversion and construction, traffic on local roads is expected to stay largely the same.

6.9 Section 2-440(I) Availability of Utilities and Services

Sewer

The Project will tap into existing onsite sewer.

Water

The Project will tap into existing on-site water.

Electrical

Mechanical and electrical drawings will be included with the building permit.

Fire Protection

See details in Building permit.

6.10 Section 2-440(J) Public Improvements

There are no public improvements required for this Project.

6.11 Section 2-440(K) Easements Required for the Project

There are no easements required for this Project. A crossing agreement with the Fort Morgan Canal for the crossing of the new natural gas pipeline was secured and recorded in Morgan County at Reception number 953852 on November 12, 2024. A copy has been included as Appendix D.

6.12 Section 2-440(L) Special Use Plan Map

Refer to Appendix C below for the Special Use Plan Map.

6.13 Section 2-440(M) Confined Animal Feeding Operation Requirements

The Project is not a confined animal feeding operation; therefore, these requirements do not apply to the Project.

7.0 SECTION 2-455, REVIEW CRITERIA

7.1 Section 2-455(A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan;

The Area of disturbance is located in a Special Zone as defined by the Morgan County Comprehensive Plan (Morgan County 2008). The proposed modifications will be consistent with existing plant operations and site usage under the current plant zoning Heavy Industrial, as approved by the Board of County Commissioners on October 12, 1976.

7.2 Section 2-455(B) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County;

The Applicant has submitted a complete SUP application package for a major amendment. The table at the beginning of this report details each SUP submittal requirement with the application report section addressing each checklist item. The submittal has been provided as a hard copy and electronically.

7.3 Section 2-455(C) The site plan conforms to the district design standards of these Regulations;

The Project Special Use Plan map has been developed in accordance with Section 2-420 of the Morgan County Zoning Regulations.

7.4 Section 2-455(D) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures;

Any new on and off-site impacts attributable to the Project are largely related to the construction phase of the new gas conversion related facilities. PSCo has satisfactorily mitigated such Project impacts through agreement, public improvements, site plan requirements or other mitigation measures.

7.5 Section 2-455(E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County;

Existing surrounding adjacent uses include low-density rural agricultural residences and open rangeland in all directions.

The Project will be compatible with existing surrounding adjacent land uses and will not result in significant adverse impacts to surrounding properties. Potential impacts are limited to fugitive dust, traffic, and noise during the conversion and construction phase. *Construction will largely happen indoors and noise levels during construction are not expected to impact adjacent neighbors. The construction site is located over .5 miles away from the nearest adjacent property owners and noise levels are not expected to cause disturbances to adjacent properties.* During operations, the Project will generate little to no daily traffic, improve existing air emissions, and is sited and designed to minimize noise impacts.

7.6 Section 2-455(F) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by either federal, state or county regulation, whichever is the strictest;

The Project is not anticipated to be unduly detrimental or injurious to property or improvements in the vicinity and will not be detrimental to public health, safety, or general welfare. The Project is a key aspect of the plan set by PSCo and the state to reduce its carbon emission by over 80 percent by 2030 as compared to 2005 emissions and to continue leading the transition to a clean energy future.

The Applicant is committed to developing and operating the facility in a safe and environmentally friendly manner. The Project will adhere to all applicable health and safety standards and regulations.

7.7 Section 2-455(G) The special use proposed is not planned to be developed on a non-conforming parcel;

The Project is not proposed to be developed on non-conforming parcels.

7.8 Section 2-455(H) The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review; and

The Project serves as an integral part of Xcel Energy's February 2021 Colorado Clean Energy Plan, updated in April 2022. The Project will provide an economic benefit to Morgan County through tax revenue generation and local job opportunities. The facility will serve energy generated to all Xcel customers, including Morgan County and surrounding communities. The Public Utilities Commission of Colorado recently found that granting authority to PSCo to move forward with acquiring the resources in the Alternative Portfolio, including its gas resources, is in the public interest. The Public Utilities Commission furthermore found that thermal generation such as that proposed with the Project is a necessary component of the Clean Energy Plan set forth for within the 2021 ERP/CEP that guides energy development goals of the PSCo. The Project allows for the PSCo to construct generation in order to boost system reliability while the CEP is being implemented. The Applicant will pay all fees and review costs required by Morgan County for application processing and review.

7.9 Section 2-455(I) For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.

Existing on-site resources of potable water for human consumption will be maintained. Potable water pipe shall satisfy AWWA and NSF requirements.

7.10 Section 2-470, Special Use Plan Map

The Special Use Plan Map has been prepared in accordance with Section 2-470 of the Morgan County Zoning Regulations and may be found in Appendix C of this document.

7.11 Fire Plan

The Fire Service agreement is included as Appendix F of the application. The existing agreement remains effective during the conversion process. It is anticipated that the new

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Fire Service Agreement for the Station will be finalized by June of 2025, and a copy will be provided to the county at that time.

REFERENCES

- CDPHE (Colorado Department of Public Health and Environment). 2024. Oil and Gas APENs. Available online at: <https://cdphe.colorado.gov/oil-gas-apens>. Accessed August 2024.
- EPA (Environmental Protection Agency). 2024. Current Nonattainment Counties for All Criteria Pollutants. Available online at: <https://www3.epa.gov/airquality/greenbook/ancl.html>. Accessed August 2024.
- FEMA (Federal Emergency Management Agency). 2024. Flood Data Viewers and Geospatial Data. Available online at: <https://www.fema.gov/flood-maps/national-flood-hazard-layer>. Accessed August 2024.
- Morgan County. 2008. Morgan County Comprehensive Plan. Available online at: <https://morgancounty.colorado.gov/sites/morgancounty/files/Comprehensive-Plan-2008.pdf>. Accessed August 2024.
- Morgan County. 2024a. Morgan County Parcel Viewer. Available online at: <https://morgancountyco.maps.arcgis.com/apps/Solutions/s2.html?appid=98b97c7f37e2453f85938d547d2b7f11>. Accessed August 2024.
- Morgan County. 2024b. Morgan County Zoning Regulations. Available online at: <https://morgancounty.colorado.gov/sites/morgancounty/files/documents/Zoning%20Regulation%20-%20June%202024.pdf>. Accessed August 2024.
- USFWS. 2024. National Wetlands Inventory. Available online at: <https://www.fws.gov/program/national-wetlands-inventory>. Accessed August 2024.
- USGS (U.S. Geological Survey). 2021. National Land Cover Database. Available online at: <https://www.usgs.gov/centers/eros/science/national-land-cover-database>. Accessed August 2024.
- USGS. 2024a. Eolian Deposits. Available online at: <https://mrdata.usgs.gov/geology/state/sgmc-unit.php?unit=COQe;0>. Accessed August 2024.
- USGS. 2024b. National Hydrography Dataset. Available online at: <https://www.usgs.gov/national-hydrography/national-hydrography-dataset>. Accessed August 2024.

Appendix A

SPECIAL USE PERMIT REQUIRED ATTACHMENT LIST

Fee:

Non-Refundable Application Fee

**Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 5 hours.*

Project Narrative:

Narrative– Including the following:

- Project Description
- Purpose of request
- How this proposal complies with the Morgan County Comprehensive Plan
See: <https://morgancounty.colorado.gov/sites/morgancounty/files/Comprehensive-Plan-2008.pdf>
- How this project/proposed use meets the criteria for Special Use Permit pursuant to Sec. 2-395 of the Zoning Regulations
- How the project/proposed use meets any specific criteria related to the project/proposed use. *See Morgan County Zoning Regulations Chapter 4-Supplementary Regulations, including but not limited to: Campgrounds, Livestock Confinement, Kennels, Outdoor Shooting Ranges, Home Occupations, Oil and Gas, Mobile Home Parks, Wireless Service Facilities, Solar, Wind and BESS*
- 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, if applicable
- Discussion of any public improvements required to complete the project

Environmental Impacts:

Discuss any environmental impacts the Special Use will have on the following and the proposed mitigation measures:

- | | | | |
|--------------------------------------|-----------------------------------|--|--|
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Dust | <input type="checkbox"/> Existing Vegetation | <input type="checkbox"/> Land Forms |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Odor | <input type="checkbox"/> Storm Water Runoff | <input type="checkbox"/> Water Resources |
| <input type="checkbox"/> Wetlands | <input type="checkbox"/> Wildlife | <input type="checkbox"/> Visual Amenities | <input type="checkbox"/> Other _____ |

Map & Plans: **Special Use Map** meeting the requirements of Sec. 2-420 and any specific map requirements for the proposed use including but not limited to: *Campgrounds, Livestock Confinement, Kennels, Outdoor Shooting Ranges, Home Occupations, Oil and Gas, Mobile Home Parks, Wireless Service Facilities, Solar, Wind and BESS. Sample Map attached to application for reference*

Drainage/Run-Off Control Plan may be required if the Planning Administrator determines that the use or building meets one of the following criteria:

- (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.

- Decommissioning Plan** [Wind, Solar, BESS]
- Geotechnical Report** [Wind, Solar]
- Maintenance Statement** [Wind, Solar, BESS]
- Water and/or Wind Erosion Control Plan** [Wind, Solar]
- Fire Mitigation Plan** [BESS]
- Specification Sheet** [BESS]
- Emergency Operation Plan** [BESS]

- Ownership:**
- Current title insurance commitment (last 6 months)**
 - Mineral Rights Holders Notification**
 - Notice to FFA & Approval Letter** [Wind]
 - Notice to Operator of Communication Link (if applicable)** [Wind]
 - Proof of current paid taxes**

- Utilities/Access:**
- Water tap (Engineering Report from Quality Water or proof of access to a well)**
 - Sewer (Septic Permit, Will Serve Letter from NCHD or proof of other public system)**
 - Electric (Electric bill or letter of commitment from electricity provider)**
 - Driveway Permit from CDOT or Morgan County Road & Bridge (If required by staff)**
 - Ditch Company- Proof of contact if there is a ditch on or next to subject property**
 - Architecture Control Approval (if applicable)**
 - Utility Interconnection or Crossing Certification** [Wind, Solar]
 - Road Agreement** [Wind, Solar]
 - Electrical Diagram** [BESS]

Vested Rights: **Vesting Rights** (Optional). If applying for vested rights with special use application, the following must be submitted:

- Period of time Vesting Rights are requested
- Development schedule including timeline and phases
- Reason for request
- Other pertinent factors concerning the development
- Additional application fee for vesting rights application

Miscellaneous: **Right to Farm Policy** signed by Landowner(attached)

Liability Insurance for Solar, Wind and/or BESS projects

___# **Paper Application sets**

___ **Digital Copy of Application** (One sided only)

Posted Public Notice Verification:

Notarized affidavit with photographs from a distance & close-up

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

Additional Information required by staff:

APPLICANT & LANDOWNERS **MUST** SIGN APPLICATION ON NEXT PAGE

APPLICANT & LANDOWNER'S STATEMENT

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

Senior Agent for Public Service
Company of Colorado (Xcel
Energy)
SIGNED BY: *Kalan Falbo* December 6, 2024
Applicant Signature Date

Applicant Signature Date

Senior Agent for Public Service
Company of Colorado (Xcel
Energy)
SIGNED BY: *Kalan Falbo* December 6, 2024
Landowner Signature Date

Landowner Signature Date



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

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 and the County Planning and Zoning Department, and 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.

Signed by: Kalan T Falbo Senior Agent for Public Service
Company of Colorado (Xcel Energy) December 6, 2024
Signature Date
Kalan T Falbo
Printed Name
14940 CR 24 BRUSH CO 80723
Address

To Be Signed by Landowner

DATED: October 17, 2024

Public Service Company of Colorado, a Colorado corporation

By: ^{DocuSigned by:}
ADAM PENA
8E20E042C0BD49F...
Adam Pena
Manager of Siting & Land Rights, Right of Way & Permits Department

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

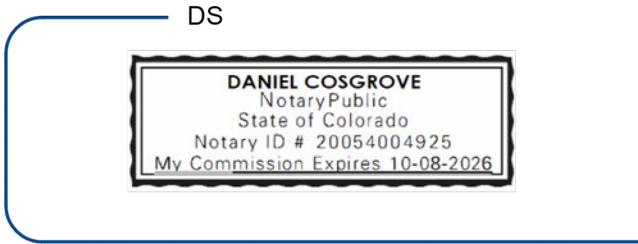
The forgoing instrument was acknowledged before me this 17th day of October, 2024,
by Adam Pena as Manager of Siting & Land Rights, Right of Way & Permits Department of Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 10/08/2026

DAN# 20054004925-637543

^{DocuSigned by:}
Daniel Cosgrove
5B781673E7604B5...
Notary Public



Pawnee Coal to Gas Project
Morgan County Special Use Permit Application – Major Amendment

Appendix B

Invoice

Remit payment to:

Northern Colorado Title Services Co., Inc.
205 W. Kiowa Avenue
Fort Morgan, CO 80701
(970)867-0233

Billed to:

XCEL ENERGY

Invoice number: NCT25221-1**Invoice date:** November 22, 2024**Please pay before:** November 22, 2024**Our file number:** NCT25221

Attn: KALAN FALBO

Property:

VACANT
Fort Morgan, CO 80701
Morgan County

DESCRIPTION	AMOUNT
NCT25221 - TBD COMMITMENT - 17/3/56	400.00
Invoice total amount due:	\$ 400.00

Thank You For Your Business!



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

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File No.: NCT25221

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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File No.: NCT25221

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



5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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File No.: NCT25221

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

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

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File No.: NCT25221

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25221
Issuing Office File No.: NCT25221
Property Address: VACANT, Fort Morgan, CO 80701

1. Commitment Date: **November 18, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (06/17/06)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

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

Fee Simple

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

**PUBLIC SERVICE COMPANY OF COLORADO, as to Parcels A-H
1480 WELTON, INC., as to Parcel I**

5. The Land is described as follows:

SEE "EXHIBIT A"

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File No.: NCT25221

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



SCHEDULE A
(Continued)

stewart
title guaranty company

Northern Colorado Title Services Co., Inc.



Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

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File No.: NCT25221

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



EXHIBIT A

PARCEL A:

A parcel of land in the E1/2SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, described as follows: Beginning at the SE corner of the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M.; thence North 990 feet to the point of beginning; thence West 1320 feet; thence North 330 feet; thence East 1320 feet; thence South 330 feet to the point of beginning.

PARCEL B:

A parcel of land in the Northwest corner of Section 17, Township 3 North, Range 56 West of the 6th P.M., described as commencing at a point 30 feet South of the North line and 32 feet East of the West line of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado; thence South parallel to the West Section line 142 feet; thence East parallel to the North Section line 305 feet; thence North parallel to the West Section line 142 feet; thence West parallel to the North Section line, 305 feet to the point of beginning.

PARCEL C:

A parcel of land in the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, described as follows: Commencing at the SE corner of the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M.; thence North 660 feet to a point; thence West 990 feet to the point of beginning; thence West 330 feet to a point; thence North 330 feet to a point; thence East 330 feet to a point; thence South 330 feet to the point of beginning.

AND

A parcel of land in the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, commencing at the SE corner of the SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M.; thence North along Section line 660 feet to the point of beginning; thence West parallel to the Section line, 990 feet; thence North, parallel to the Section line, 330 feet; thence East, parallel to the Section line, 990 feet; thence South, along the Section line, 330 feet to the point of beginning.

PARCEL D:

A parcel of land in the SE1/4SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, said parcel being more particularly described as follows: Commencing at the SE corner of Section 17; thence in a Northerly direction along the East line of Section 17 for a distance of 399 feet; thence in a Westerly direction parallel to the South line of Section 17 for a distance of 540 feet; thence in a Southerly direction to the South line of Section 17, for a distance of 399 feet; thence in a Easterly direction along the South line of Section 17 for a distance of 540 feet to the point of beginning.

PARCEL E:

A parcel of land in the NE1/4SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, more particularly described as: A tract of land in the NE corner of the NE1/4SE1/4 described as: Commencing at the NE corner of the NE1/4SE1/4; thence West 361 1/2 feet; thence South 361 1/2 feet; thence 361 1/2 feet East; thence North along the East Section Line 361 1/2 feet to the point of beginning.

Continued

PARCEL F:

The S1/2NW1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

NOTE: Any conveyance or encumbrance of the above property should include the following: "Together with that part of County Road 25 located in Section 17, 18 and 20, Township 3 North, Range 56 West of the 6th P.M., beginning at the South right of way line of County Road Q and extending Southward to approximately one mile to its termination in the NW1/4 of Section 20, Township 3 North, Range 56 West of the 6th P.M., as vacated by Morgan County by Resolution recorded in Book 771 at page 719." This is for information only and said easement will not be insured on the final policy.

PARCEL G:

The SW1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

NOTE: Any conveyance or encumbrance of the above property should include the following: "Together with that part of County Road 25 located in Section 17, 18 and 20, Township 3 North, Range 56 West of the 6th P.M., beginning at the South right of way line of County Road Q and extending Southward to approximately one mile to its termination in the NW1/4 of Section 20, Township 3 North, Range 56 West of the 6th P.M., as vacated by Morgan County by Resolution recorded in Book 771 at page 719." This is for information only and said easement will not be insured on the final policy.

AND

The W1/2SE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL H:

The N1/2NW1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado. EXCEPT A parcel of land in the Northwest corner of Section 17, Township 3 North, Range 56 West of the 6th P.M., described as commencing at a point 30 feet South of the North line and 32 feet East of the West line of Section 17, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado; thence South parallel to the West Section line 142 feet; thence East parallel to the North section line 305 feet; thence North parallel to the West section line 142 feet; thence West parallel to the North section line, 305 feet to the point of beginning AND EXCEPT a parcel conveyed to The County of Morgan in Book 48 at page 71.

PARCEL I: The NE1/4 of Section 17, Township 3 North, Range 56 West of the 6th P.M., EXCEPT that parcel conveyed in Deed recorded August 9, 1972 in Book 731 at page 242, and EXCEPT that parcel conveyed in Deed recorded March 24, 1902 in Book 48 at page 32, Morgan County, Colorado.

and commonly known as (for informational purposes only):

VACANT, Fort Morgan, CO 80701

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25221

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 PUBLIC SERVICE COMPANY OF COLORADO to TO BE DETERMINED, conveying the land described herein. (PARCELS A-H)
 - b. Proper Deed from 1480 WELTON, INC. to TO BE DETERMINED, conveying the land described herein. (PARCEL I)
 - c. Dollar amount of Policy coverage must be provided to the Company.
 - d. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.
 - e. Statement of Authority for 1480 WELTON, INC., disclosing the name(s) and address(s) of the person(s) represented and the other information required by 38-30-172, C.R.S.

NOTE: Statement of Authority for PUBLIC SERVICE CORPORATION OF COLORADO, A COLORADO CORPORATION recorded APRIL 24, 2023 at Reception No. 945930 discloses that the following person has the authority to execute documents affecting title on behalf of the entity:

AMBER S. DEDUS, Manager, Siting and Land Rights

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

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File No.: NCT25221

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25221

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

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

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

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

PARCEL A:

8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
9. Subject to County Road 26 as it currently exists and is in use.
10. FORT MORGAN IRRIGATION COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded JULY 26, 1882 in [File No. 23](#).
11. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#), and any and all assignments thereof or interests therein.
12. All interest in oil, gas and other mineral rights as reserved by JOSEPH T. BOWMAN and ESTHER BOWMAN in DEED to DONALD SPADI and JEFFERY LYNN SPADI recorded JULY 2, 1969 in Book 713 at Page 989, and any and all assignments thereof or interests therein.
13. Easement and right of way for IRRIGATION DITCH purposes as reserved by JOSEPH T. BOWMAN and ESTHER BOWMAN in instrument to DONALD SPADI and JEFFREY LYNN SPADI as contained in instrument recorded JULY 2, 1969, in Book 713 at Page 989, the location of said easement and right of way are more specifically defined in said document.
14. Terms, conditions, provisions, agreements, burdens and obligations as contained in LEASE AGREEMENT between PUBLIC SERVICE dba XCEL ENERGY and STATE OF COLORADO, acting by and through the Department of Natural Resources for the use and benefit of The Division of Wildlife and Wildlife Commission recorded MAY 26, 2011 at Reception No. [868888](#).
15. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
16. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#).

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

PARCEL B:

17. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
18. Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 11, 1906 in Book [15 at Page 141](#), said road to be not less than 60 feet in width.
19. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by LLOYD SPAFFORD JR., as Personal Representative of the Estate of Edgar E. Spafford in the instrument to PUBLIC SERVICE COMPANY OF COLORADO recorded FEBRUARY 21, 1992 in Book [940 at Page 29](#), and any and all assignments thereof or interests therein.
20. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
21. Supplemental Indenture from PUBLIC SERVICE COMPANY OF COLORADO to MORGAN COUNTY TRUST COMPANY OF NEW YORK in the amount of \$79,500,000.00 dated APRIL 1, 1993 and recorded JUNE 16, 1993 in Book [955 at page 702](#), and any supplemental indentures thereto.
22. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

PARCEL C:

23. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
24. Subject to County Road 26 as it currently exists and is in use.
25. FORT MORGAN IRRIGATION COMPANY and rights of way therefor, as evidenced by Map and Sworn Statement recorded JULY 26, 1882 in [File No. 23](#).
26. FORT MORGAN CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded SEPTEMBER 1, 1883 in Map Book 4 page 105.

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

27. Terms, conditions, provisions, agreements, burdens and obligations concerning delivery of water as contained in WARRANTY DEED between W.E. SPILLMAN and EDNA L. SPILLMAN and JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#).
28. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#), and any and all assignments thereof or interests therein.
29. Covenants, conditions, restrictions, terms and obligations, which do not contain a forfeiture or reverter clause, as contained in INSTRUMENT recorded NOVEMBER 22, 1968 in Book [710 at Page 550](#).
30. All interest in oil, gas and other mineral rights as reserved by JOE BOWMAN and ESTHER BOWMAN in DEED to KENNETH M. VONDY and DOLA J. VONDY recorded NOVEMBER 22, 1968 in Book 710 at Page 550, and any and all assignments thereof or interests therein.
31. Easement and right of way for ROADWAY and POWER LINE purposes as reserved by KENNETH M. VONDY and DOLA J. VONDY in instrument to GARY R. FRIEHAUF and MARGARET JEAN FRIEHAUF as contained in instrument recorded JULY 24, 1972, in Book [730 at Page 838](#), the location of said easement and right of way are more specifically defined in said document.
32. Terms, conditions, provisions, agreements, burdens and obligations as contained in PERMIT between BOARD OF COUNTY COMMISSIONERS and RICKS & DEMUTH OPERATING COMPANY recorded NOVEMBER 3, 1986 in Book [884 at Page 735](#).
33. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE BY THE UPPER PLATTE AND BEAVER CANAL COMPANY recorded MARCH 12, 2004 in Book [1173 at page 221](#).
34. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
35. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#); (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK [859 AT PAGE 600](#); (G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN [BOOK 871 AT PAGE 554](#).

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

PARCEL D:

36. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
37. Subject to County Road 26 and County Road P as it currently exists and is in use.
38. Easement and right of way for IRRIGATION DITCH purposes as granted to THE FORT MORGAN IRRIGATION COMPANY as contained in instrument recorded JULY 26, 1882, in [File #23](#), the location of said easement and right of way not being specifically defined.
39. Terms, conditions, provisions, agreements, burdens and obligations concerning delivery of water as contained in WARRANTY DEED between W.E. SPILLMAN and EDNA L. SPILLMAN and JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#).
40. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#), and any and all assignments thereof or interests therein.
41. All interest in oil, gas and other mineral rights as reserved by JOE BOWMAN and ESTHER BOWMAN in DEED to UNITED BROADCASTING COMPANY recorded NOVEMBER 7, 1963 in Book [680 at Page 387](#), and any and all assignments thereof or interests therein.
42. Terms, conditions, provisions, agreements, burdens and obligations as contained in PERMIT between BOARD OF COUNTY COMMISSIONERS and RICKS & DEMUTH OPERATING COMPANY recorded NOVEMBER 3, 1986 in Book [884 at Page 735](#).
43. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE BY THE UPPER PLATTE AND BEAVER CANAL COMPANY recorded MARCH 12, 2004 in Book [1173 at page 221](#).
44. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

45. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#); (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK [859 AT PAGE 600](#); (G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK [871 AT PAGE 554](#).

PARCEL E:

46. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
47. Subject to County Road 26 as it currently exists and is in use.
48. Easement and right of way for DITCH purposes as shown in Warranty Deed from ROSE M. PATTERSON, JAMES J. PATTERSON and PATRICK H. KASTLER to G.L. MARIETTA and MAY M. MARIETTA as contained in instrument recorded MARCH 19, 1947, in Book [440 at Page 289](#), the location of said easement and right of way not being specifically defined.
49. Terms, conditions, provisions, agreements, burdens and obligations concerning delivery of water as contained in WARRANTY DEED between W.E. SPILLMAN and EDNA L. SPILLMAN and JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#).
50. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by W.E. SPILLMAN and EDNA L. SPILLMAN in the instrument to JOE BOWMAN and ESTHER BOWMAN recorded MAY 9, 1956 in Book [571 at Page 370](#), and any and all assignments thereof or interests therein.
51. Terms, conditions, provisions, agreements, burdens and obligations as contained in PERMIT between BOARD OF COUNTY COMMISSIONERS and RICKS & DEMUTH OPERATING COMPANY recorded NOVEMBER 3, 1986 in Book [884 at Page 735](#).
52. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE BY THE UPPER PLATTE AND BEAVER CANAL COMPANY recorded MARCH 12, 2004 in Book [1173 at page 221](#).
53. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

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

PARCEL F:

55. Reservation as contained in United States Patent recorded JANUARY 14, 1888 in Book [18 at Page 135](#) as follows: Right of way for ditches or canals constructed by the authority of the United States.
56. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
57. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT OF COMPROMISE recorded MAY 21, 1886 in Book [3 at page 389](#).
58. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at Page 392](#).
59. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by THE FEDERAL LAND BANK OF WICHITA in the instrument to G.L. MARIETTA recorded DECEMBER 26, 1957 in Book [592 at Page 241](#), and any and all assignments thereof or interests therein.
60. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by G.L. MARIETTA in the instrument to JESSE A. MACE JR. recorded SEPTEMBER 1, 1963 in Book [677 at Page 166](#), and any and all assignments thereof or interests therein.
61. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by MILTON UHLENHOPP and LILA M. UHLENHOPP in the instrument to JOSEPH HOFF and KATIE HOFF recorded FEBRUARY 17, 1976 in Book [758 at Page 786](#), and any and all assignments thereof or interests therein.
62. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGEMENT AND DECREE recorded SEPTEMBER 13, 1993 in Book [958 at page 869](#).
63. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

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

PARCEL G:

65. Reservation as contained in United States Patent recorded JANUARY 14, 1888 in Book [18 at Page 135](#) as follows: Right of way for ditches or canals constructed by the authority of the United States.
66. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
67. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT OF COMPROMISE recorded MAY 21, 1886 in Book [3 at page 389](#).
68. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between JOHN WILLIAMS and THE TRAVELERS INSURANCE COMPANY recorded MAY 27, 1897 in Book 27 at Page 389.
69. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at Page 392](#).
70. FORT MORGAN CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded FEBRUARY 7, 1883 in Map Book [4 at Page 105](#).
71. Right of way for LATERAL purposes as reserved by THE TRAVELERS INSURANCE COMPANY in instrument to CHAUNCEY W. SCOVILLE as contained in instrument recorded FEBRUARY 19, 1902, in Book 42 at Page 397, the location of said easement and right of way not being specifically defined.
72. Right of way for LATERAL purposes as granted by RUBEN B. RASOR to WILLIAM H. TABER as contained in instrument recorded DECEMBER 29, 1910, in Book [79 at Page 565](#), the location of said easement and right of way not being specifically defined.
73. Right of way for LATERAL purposes as granted by WILLIAM H. TABER to EDWARD F. BATSCHELET as contained in instrument recorded OCTOBER 11, 1911, in Book [85 at Page 458](#), the location of said easement and right of way not being specifically defined.
74. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by THE FEDERAL LAND BANK OF WICHITA in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded SEPTEMBER 19, 1945 in Book [423 at Page 306](#), and any and all assignments thereof or interests therein.

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

75. An undivided 1/2 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in Book [525 at Page 405](#), and any and all assignments thereof or interests therein.
76. All interest in oil, gas and other mineral rights as reserved by FLOYD E. MCHALE and MARIE M. MCHALE in DEED to LAWRENCE A. VASHUS and CHERYL J. VASHUS recorded APRIL 22, 1974 in Book [743 at Page 544](#), and any and all assignments thereof or interests therein.
77. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in Book [953 at Page 979](#).
78. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGEMENT AND DECREE recorded SEPTEMBER 13, 1993 in Book [958 at page 869](#).
79. Lack of a right of access from the land to any open public road, street or highway - This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of the county in which the subject property is situated, that any right of access to an open public roadway.
80. Terms, conditions, provisions, agreements, burdens and obligations as contained in LEASE AGREEMENT between PUBLIC SERVICE COMPANY OF COLORADO and STATE OF COLORADO acting through the Department of Natural Resources for the use and benefit of the Division of Wildlife and Wildlife Commission recorded MAY 26, 2011 at Reception No. [868888](#).
81. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
82. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#).

PARCEL H:

83. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded MAY 18, 1891 in Book 32 at page 19.
84. Right of way for ROAD purposes as specified in ROAD VIEWER'S REPORT recorded APRIL 11, 1906 in Book [15 at Page 141](#), said road to be not less than 40 feet in width.

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



SCHEDULE B PART II

(Continued)

85. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT OF COMPROMISE recorded MAY 21, 1886 in Book [3 at page 389](#).
86. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at Page 392](#).
87. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by EDGAR E. SPAFFORD in the instrument to D & S FARMS recorded JANUARY 2, 1976 in Book [757 at Page 600](#), and any and all assignments thereof or interests therein.
88. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in Book [953 at Page 979](#).
89. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGEMENT AND DECREE recorded SEPTEMBER 13, 1993 in Book [958 at page 869](#).
90. Subject to easements for utility and access purposes, buildings, fence lines as shown on the recorded plat of LAND SURVEY PLAT, recorded at Reception No. [1601544](#).
91. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK [825 AT PAGE 656](#).

PARCEL I:

92. Reservation as contained in United States Patent recorded APRIL 24, 1889 in Book 1 at page 124 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
93. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at page 392](#).
94. THE PLATTE AND BEAVER IMPROVEMENT COMPANY'S MAIN DITCH and rights of way therefor, as evidenced by Sworn Statement recorded OCTOBER 4TH, 1882 in Book 4 at page 91.
95. PLATTE AND BEAVER DRAINAGE DITCH and rights of way therefor, as evidenced by Map and Sworn Statement recorded DECEMBER 14, 1889 in Book 2 at Page 9.

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

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

96. Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 11, 1906 in Book [15 at page 141](#), said road to be not less than 60 feet in width.
97. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by PATRICK H. KASTLER and WILMA N. KASTLER in the instrument to MILTON UHLENHOPP recorded OCTOBER 13, 1972 in Book [732 at page 301](#), and any and all assignments thereof or interests therein.
98. All interest in oil, gas and other mineral rights as reserved by MILTON UHLENHOPP and LILA UHLENHOPP in DEED to ERVIN KNOX and ELISE KNOX recorded NOVEMBER 19, 1973 in Book [740 at page 632](#), and any and all assignments thereof or interests therein.
99. Easement and right of way to locate, construct, reconstruct, operate, maintain, repair, rebuild and remove a 10 inch high pressure natural gas pipeline as granted by UPPER PLATTE AND BEAVER CANAL CO. to WESTERN GAS SUPPLY COMPANY as contained in instrument recorded DECEMBER 27, 1989 in Book [918 at page 306](#), the location of said easement and right of way are more specifically defined in said document.
100. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS AND RULING OF THE REFEREE AND DECREE OF THE WATER COURT between STATE OF COLORADO and ERVIN KNOX and LESLIE KNOX, recorded MAY 8, 1978 in Book [783 at page 787](#).
101. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS AND DECREE between STATE OF COLORADO and R.M. HAYTHORN and others, recorded SEPTEMBER 20, 1937 at Reception No. [864128](#).
102. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

ALL PARCELS:

103. Memorandum of Indenture by Public Service Company of Colorado dated July 1, 1954 to Morgan Guaranty Trust Company of New York, and any Supplemental Indentures thereto.
104. Memorandum of Indenture by Public Service Company of Colorado dated OCTOBER 1, 1993 and recorded OCTOBER 12, 1993 in Book [959 at page 857](#) to Morgan Guaranty Trust Company of New York, and any Supplemental Indentures thereto.
105. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to Special Use Permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded MAY 2, 2023 at Reception No. [946064](#).

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

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File No.: NCT25221

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



SCHEDULE B PART II

(Continued)

106. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to Special Use Permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded JUNE 20, 2024 at Reception No. [951805](#).
107. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.

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

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File No.: NCT25221

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

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

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

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

Use of Personal and Sensitive Personal Information

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

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- 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).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- 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.
- 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:

- 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.)
- Affiliated Companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

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

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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Invoice

Remit payment to:

Northern Colorado Title Services Co., Inc.
205 W. Kiowa Avenue
Fort Morgan, CO 80701
(970)867-0233

Billed to:
EXCEL ENERGY

Invoice number: NCT25222-1
Invoice date: November 20, 2024
Please pay before: November 20, 2024
Our file number: NCT25222

Attn: KALAN FALBO

Property:
VACANT
Fort Morgan, CO 80701
Morgan County

DESCRIPTION	AMOUNT
NCT25222 - 18/3/56 TBD COMMITMENT	400.00
Invoice total amount due:	<u>\$ 400.00</u>

Thank You For Your Business!



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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File No.: NCT25222

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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File No.: NCT25222

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



5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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File No.: NCT25222

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

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

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File No.: NCT25222

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25222
Issuing Office File No.: NCT25222
Property Address: VACANT, Fort Morgan, CO 80701

1. Commitment Date: **November 15, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (06/17/06)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

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

Fee Simple

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

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation

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File No.: NCT25222

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



SCHEDULE A

(Continued)

5. The Land is described as follows:

Section 18, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, EXCEPT a strip of land 30 feet wide lying along the South line of the SW1/4 of Section 7, Township 3 North, Range 56, and a strip of land 30 feet wide lying along the North line of the NW1/4 of Section 18, Township 3 North, Range 56 West of the 6th P.M., being a strip of land 60 feet wide lying along the entire North boundary line between said quarter Sections 7 and 18, one half on each side of said line, as described in Quit Claim Deed recorded in Book 48 at page 25; AND EXCEPT that part of the NE1/4 of Section 18, Township 3 North, Range 56 West of the 6th P.M., described as follows: Commencing at the NE corner of said section; running thence South 30 feet; thence West to a point 30 feet south of the NW corner of said section; thence North 30 feet to said NW corner; thence East to the place of beginning, being a strip of land 30 feet wide lying along contiguous to and south of the entire north line of said NE1/4, as described in Quit Claim Deed recorded in Book 48 at page 28; AND ALSO EXCEPT that part of the SW1/4 of Section 7 and the NW1/4 of Section 18 in Township 3 North, Range 56 West of the 6th P.M., described as follows: Commencing at a point 30 feet South of its quarter section corner on the south side of said Section 7; thence North 60 feet; thence West to a point 30 feet North of said SW quarter of said Section 7; thence South 60 feet to the point of beginning as described in Quit Claim Deed recorded in Book 48 at page 34, AND ALSO EXCEPT a triangular piece of land approximately one acre, in the NE corner of the SW1/4 lying North and East of the Fort Morgan Canal in Section 18, Township 3 North, Range 56 West of the 6th P.M.

Together with that part of County Road 25 located in Sections 17, 18, and 20, Township 3 North, Range 56 West of the 6th P.M., beginning at the South right of way line of County Road Q and extending Southward for approximately one mile to its termination in the NW1/4 of said Section 20, Township 3 North, Range 56 West of the 6th P.M, as vacated by Morgan County by Resolution recorded in Book 771 at page 719.

Also commonly known as: **VACANT**

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

stewart
title guaranty company

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

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File No.: NCT25222

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25222

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 PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION to TO BE DETERMINED, conveying the land described herein.
 - b. Dollar amount of Policy coverage must be provided to the Company.
 - c. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

NOTE: Statement of Authority for PUBLIC SERVICE CORPORATION OF COLORADO, A COLORADO CORPORATION recorded APRIL 24, 2023 at Reception No. 945930 discloses that the following person has the authority to execute documents affecting title on behalf of the entity:

AMBER S. DEDUS, Manager, Siting and Land Rights

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

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File No.: NCT25222

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25222

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Reservation as contained in United States Patent recorded DECEMBER 11, 1890 in Book [32 at Page 198](#) (NW1/4); recorded APRIL 20, 1891 in Book 32 at page 210 (NE1/4); as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises.

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File No.: NCT25222

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



SCHEDULE B PART II

(Continued)

9. Reservation as contained in United States Patent recorded APRIL 18, 1921 in Book [155 at Page 384](#) (SW1/4); recorded APRIL 20, 1891 in Book 32 at page 210 (NE1/4); as follows: Right of way for ditches or canals constructed by the authority of the United States.
10. Right of way for ROAD purposes as specified in ROAD PETITION recorded JANUARY 9, 1906 in Book 15 at Page 102, said road to be not less than 60 feet in width.
11. Right of way for ROAD purposes as specified in that ROAD VIEWER'S REPORT recorded JANUARY 9, 1907 in Book [15 at Page 144](#).
12. Right of way for ROAD purposes as specified in that ROAD VIEWER'S REPORT recorded APRIL 11, 1906 in Book [15 at Page 141](#), board recommending a 40 foot road instead of a 60 foot road.
13. FORT MORGAN CANAL and rights of way therefor, as evidenced by Articles of Incorporation recorded MARCH 1, 1906 in File No. 271.
14. FORT MORAN CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded FEBRUARY 7, 1883 in Map Book [4 at Page 105](#).
15. FORT MORGAN LAND AND CANAL COMPANY and rights of way therefor, as evidenced by Map and Sworn Statement recorded OCTOBER 22, 1889 in Map Book [2 at Page 392](#).
16. An undivided 1/2 interest in all oil, gas and other mineral rights, as conveyed by LOUIS LANTOS in the instrument to LOYAL C. BAKER and L.C. JACOX recorded AUGUST 23, 1930 in Book 296 at Page 168 (SW1/4), and any and all assignments thereof or interests therein.
17. An undivided 1/8 interest in all oil, gas and other mineral rights, as conveyed by CORA FOX in the instrument to FORT MORGAN CONSOLIDATED ROYALTY CORPORATION recorded APRIL 16, 1931 in Book [304 at Page 151](#) (NW1/4), and any and all assignments thereof or interests therein.
18. An undivided 1/2 interest in all oil, gas and other mineral rights, for a period of 20 years, as reserved by JOHN EARL LEE in the instrument to JACK WEISBARD and LOIS WEISBART recorded JULY 31, 1972 in Book [731 at Page 11](#) (W1/2), and any and all assignments thereof or interests therein.
19. Easement and right of way for ditch purposes as granted by JACK WEISBART and LOIS WEISBART to MUTUAL LATERAL DITCH COMPANY as contained in instrument recorded DECEMBER 13, 1978 in Book [787 at Page 468](#), the location of said easement and right of way are more specifically defined in said document. (NW1/4)
20. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by MELVIN A. GRIGGS and NELLIE R. GRIGGS in the instrument to DORIS M. ARMSTRONG recorded MAY 30, 1975 in Book [751 at Page 440](#) (S1/2NE1/4), and any and all assignments thereof or interests therein.

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File No.: NCT25222

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



SCHEDULE B PART II

(Continued)

21. An undivided 1/2 interest in all oil, gas and other mineral rights, as conveyed by MELVIN A. GRIGGS and NELLIE R. GRIGGS in the instrument to PUBLIC SERVICE COMPANY OF COLORADO recorded JANUARY 15, 1980 in [Book 799 at Page 934](#) (S1/2NE1/4), and any and all assignments thereof or interests therein.
22. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by HAZEL ECHO SHAY, ET AL in the instrument to EDGAR E. SPAFFORD recorded OCTOBER 4, 1963 in Book [670 at Page 231](#)(N1/2NE1/4), and any and all assignments thereof or interests therein.
23. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by EDGAR E. SPAFFORD in the instrument to D & S FARMS recorded JANUARY 2, 1970 in Book [757 at Page 600](#) (N1/2NE1/4), and any and all assignments thereof or interests therein.
24. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by D & S FARMS in the instrument to 1480 WELTON, INC. recorded FEBRUARY 27, 1976 in [Book 759 at Page 78](#) (N1/2NE1/4), and any and all assignments thereof or interests therein.
25. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by 1480 WELTON, INC. in the instrument to PUBLIC SERVICE COMPANY OF COLORADO recorded FEBRUARY 19, 1980 in Book [800 at Page 822](#) (N1/2NE1/4), and any and all assignments thereof or interests therein.
26. Terms, conditions, provisions, agreements, burdens and obligations as contained in LEASE AGREEMENT between FORT MORGAN WATER COMPANY, LTD and PUBLIC SERVICE COMPANY OF COLORADO recorded MARCH 13, 1991 in Book [930 at Page 693](#).(NW1/4)
27. Memorandum of Indenture by PUBLIC SERVICE COMPANY OF COLORADO dated JULY 1, 1954 to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and any Supplemental Indentures thereto.
28. Memorandum of Indenture by PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION to the Public Trustee of Morgan County for the use of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, to secure payment of \$134,500,000.00, dated OCTOBER 1, 1993, recorded OCTOBER 12, 1993 in Book [959 at page 857](#), and any Supplemental Indentures thereto.
29. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in Book [953 at Page 979](#).(NW1/4)
30. Terms, conditions, provisions, agreements, burdens and obligations as contained in Memorandum of Lease Agreement between Public Service Company of Colorado and Fulton Cogeneration Associates, LP recorded April 18, 2000 in Book [1069 at Page 332](#).
31. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by TOM HARPHAM in the instrument to ELIZABETH MARIE PEDERSEN recorded MARCH 10, 1953 in Book [515 at Page 3](#) (Triangular piece in SW1/4), and any and all assignments thereof or interests therein.

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



SCHEDULE B PART II

(Continued)

32. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by ELIZABETH MARIE PEDERSEN in the instrument to BERNARD LAGE and LYDIA LAGE recorded MARCH 2, 1954 in Book [526 at Page 265](#) (Triangular piece in SW1/4), and any and all assignments thereof or interests therein.
33. An undivided 1/2 interest in all oil, gas and other mineral rights currently owned, as reserved by JAE-LIN PORK, INC. in the instrument to D & S FARMS recorded APRIL 14, 1975 in Book [750 at Page 482](#) (Triangular piece in SW1/4), and any and all assignments thereof or interests therein.
34. All oil, gas and other mineral rights presently owned by them in and to the subject property as conveyed in Deed from JAE-LIN PORK, INC. to LORNE D. HALLIGAN and HELEN D. HALLIGAN, recorded JUNE 15, 1976 in [Book 761 at Page 995](#) (N1/2SE1/4 & triangular piece in SW1/4), and any and all assignments thereof or interests therein.
35. Terms, conditions, provisions, agreements, burdens and obligations as contained in PUBLIC SERVICE COMPANY OF COLORADO between PUBLIC SERVICE COMPANY OF COLORADO and STATE OF COLORADO, acting by and through the Department of Natural Resources recorded MAY 26, 2011 at Reception No. [868888](#).
36. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to special use permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded JUNE 20, 2024 at Reception No. [951805](#).
37. Terms, conditions, provisions, agreements, burdens and obligations as contained in LICENSE AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION recorded NOVEMBER 12, 2024 at Reception No. [953852](#).
38. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK [821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

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File No.: NCT25222

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

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

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Invoice

Remit payment to:

Northern Colorado Title Services Co., Inc.
205 W. Kiowa Avenue
Fort Morgan, CO 80701
(970)867-0233

Billed to:

XCEL ENERGY

Invoice number: NCT25223-1
Invoice date: November 20, 2024
Please pay before: November 20, 2024
Our file number: NCT25223

Attn: KALAN FALBO

Property:

14940 COUNTY ROAD 24
Fort Morgan, CO 80701
Morgan County

DESCRIPTION	AMOUNT
NCT25223 - 19/3/56 - TBD COMMITMENT	400.00
Invoice total amount due:	<u><u>\$ 400.00</u></u>

Thank You For Your Business!



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

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File No.: NCT25223

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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

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File No.: NCT25223

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



5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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File No.: NCT25223

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

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

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File No.: NCT25223

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25223
Issuing Office File No.: NCT25223
Property Address: 14940 COUNTY ROAD 24, Fort Morgan, CO 80701

1. Commitment Date: **November 18, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (06/17/06)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

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

Fee Simple

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

**PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation, as to Fee Title
STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, as to a Leasehold
interest by virtue of Lease Agreement recorded May 26, 2011 at Reception No. 868888.**

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File No.: NCT25223

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



SCHEDULE A

(Continued)

5. The Land is described as follows:

All of Section 19, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado, EXCEPT that parcel conveyed in Book 534 at Page 324.

and commonly known as (for informational purposes only): **14940 COUNTY ROAD 24, FORT MORGAN, CO 80701**

stewart
title guaranty company

Northern Colorado Title Services Co., Inc.



Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

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File No.: NCT25223

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25223

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 PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation to TO BE DETERMINED, conveying the land described herein.
 - b. Release of Deed of Trust from MANCHIEF POWER COMPANY LLC to the Public Trustee of Morgan County for the use of PUBLIC SERVICE COMPANY OF COLORADO, dated DECEMBER 21, 2001, recorded DECEMBER 28, 2001 in Book 1104 at page 558. Amendment No. 1 recorded MARCH 5, 2012 at Reception No. 874354.
 - c. Release of Deed of Trust from MANCHIEF POWER COMPANY LLC to the Public Trustee of Morgan County for the use of LENDING PARTNERS LLC, dated APRIL 13, 2016, recorded APRIL 14, 2016 at Reception No. 899101.
 - d. Dollar amount of Policy coverage must be provided to the Company.
 - e. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

NOTE: Statement of Authority for PUBLIC SERVICE CORPORATION OF COLORADO, A COLORADO CORPORATION recorded APRIL 24, 2023 at Reception No. 945930 discloses that the following person has the authority to execute documents affecting title on behalf of the entity:

AMBER S. DEDUS, Manager, Siting and Land Rights

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

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File No.: NCT25223

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25223

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Reservation as contained in United States Patent recorded in Book 155 at Page 336 (SE1/4); recorded NOVEMBER 5, 1915 in Book [107 at page 165](#) (W1/2) as follows: Right of way for ditches or canals constructed by the authority of the United States.

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File No.: NCT25223

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



SCHEDULE B PART II

(Continued)

9. Reservation as contained in United States Patent recorded APRIL 8, 1902 in Book 12 at page 64 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.(NE1/4)
10. Right of way for ROAD purposes as specified in ROAD PETITION recorded JANUARY 9, 1907 in Book [15 at Page 102](#), said road to be not less than 60 feet in width.
11. Right of way for ROAD purposes as specified in ROAD PETITION recorded JANUARY 9, 1907 in [Book 15 at Page 144](#), said road to be not less than 60 feet in width.
12. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by FRED A. LINDELL in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded APRIL 23, 1945 in [Book 418 at Page 413](#), and any and all assignments thereof or interests therein.
13. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by THE FEDERAL LAND BANK OF WICHITA in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded SEPTEMBER 19, 1945 in [Book 423 at Page 306](#), and any and all assignments thereof or interests therein.
14. An undivided 5/8 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in [Book 525 at Page 405](#), and any and all assignments thereof or interests therein. (NE1/4)
15. An undivided 3/8 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in Book [525 at Page 405](#), and any and all assignments thereof or interests therein.(SE1/4)
16. All interest in oil, gas and other mineral rights as reserved by FLOYD E. MCHALE and MARIE M. MCHALE in DEED to LAWRENCE A. VASHUS and CHERYL J. VASHUS recorded APRIL 22, 1974 in [Book 743 at Page 544](#), and any and all assignments thereof or interests therein.
17. Lease dated MAY 1, 1986 between PUBLIC SERVICE COMPANY OF COLORADO, Lessors(s) and COUNTY OF MORGAN, Lessee(s) as evidenced by Memorandum of Lease recorded JULY 8, 1986, in [Book 881 at Page 228](#) providing for a term of 50 year(s).
18. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in [Book 953 at Page 979](#).
19. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE recorded SEPTEMBER 13, 1993 in [Book 958 at page 869](#).
20. Subject to Lease Agreement parcel with the County of Morgan (Doc #131726) and asphalt roads as shown on Land Survey Plat recorded July 6, 2011 at Reception No. [1601544](#).

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File No.: NCT25223

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



SCHEDULE B PART II

(Continued)

21. Terms, conditions, provisions, agreements, burdens and obligations as contained in LEASE AGREEMENT between PUBIC SERVICE COMPANY OF COLORADO and STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE and WILDLIFE COMMISSION recorded MAY 26, 2011 at Reception No. [868888](#).
22. Memorandum of Indenture by PUBLIC SERVICE COMPANY OF COLORADO dated JULY 1, 1954 to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and any Supplemental Indentures thereto.
23. Memorandum of Indenture by PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION to the Public Trustee of Morgan County for the use of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, to secure payment of \$134,500,000.00, dated OCTOBER 1, 1993, recorded OCTOBER 12, 1993 in [Book 959 at page 857](#), and any Supplemental Indentures thereto.
24. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOAN INTERCONNECT LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded OCTOBER 15, 2020 at Reception No. [928295](#).
NOTE: LEASEHOLD DEED OF TRUST from LOGAN WIND ENERGY, LLC to the Public Trustee of Morgan County for the use of U.S. BANK NATIONAL ASSOCIATION, dated DECEMBER 21, 2023, recorded DECEMBER 22, 2023 at Reception No. [949331](#).
25. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOGAN INTERCONNECT LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded NOVEMBER 20, 2020 at Reception No. [929045](#).
NOTE: LEASEHOLD DEED OF TRUST from LOGAN WIND ENERGY, LLC to the Public Trustee of Morgan County for the use of U.S. BANK NATIONAL ASSOCIATION, dated DECEMBER 21, 2023, recorded DECEMBER 22, 2023 at Reception No. [949331](#).
26. Terms, conditions, provisions, agreements, burdens and obligations as contained in MEMORANDUM OF COTENANCY AGREEMENT between NORTHERN COLORADO WIND ENERGY CENTER LLC and NORTHERN COLORADO WIND ENERGY CENTER II, LLC, PEETZ TABLE WIND LLC and LOGAN WIND ENERGY LLC recorded DECEMBER 16, 2020 at Reception No. [929531](#).
27. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to special use permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded JUNE 20, 2024 at Reception No. [951805](#).
28. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.
29. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in [Book 62 at page 109](#).

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



SCHEDULE B PART II

(Continued)

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

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



STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

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

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Invoice

Remit payment to:

Northern Colorado Title Services Co., Inc.
205 W. Kiowa Avenue
Fort Morgan, CO 80701
(970)867-0233

Billed to:
EXCEL ENERGY

Invoice number: NCT25265-1
Invoice date: November 20, 2024
Please pay before: November 20, 2024
Our file number: NCT25265

Attn: KALAN FALBO

Property:
VACANT
CO
Morgan County

DESCRIPTION	AMOUNT
NCT25265 - W1/2 20/3/56 - TBD COMMITMENT	400.00
Invoice total amount due:	<u>\$ 400.00</u>

Thank You For Your Business!



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Northern Colorado Title Services Co., Inc.

Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

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File No.: NCT25265

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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File No.: NCT25265

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



5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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File No.: NCT25265

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



9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

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

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File No.: NCT25265

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25265
Issuing Office File No.: NCT25265
Property Address: VACANT, CO

1. Commitment Date: **November 8, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (07/01/21)	TBD	\$400.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$400.00

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

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

Fee Simple

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

PUBLIC SERVICE COMPANY OF COLORADO

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File No.: NCT25265

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



SCHEDULE A

(Continued)

5. The Land is described as follows:

The W1/2 of Section 20, Township 3 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

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

stewart
title guaranty company

Northern Colorado Title Services Co., Inc.



Linda L. Reding, Authorized Signatory



Frederick H. Eppinger
President and CEO



Denise Carraux
Secretary

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File No.: NCT25265

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: NCT25265

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 PUBLIC SERVICE COMPANY OF COLORADO to TO BE DETERMINED, conveying the land described herein.
 - b. Dollar amount of Policy coverage must be provided to the Company.
 - c. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

NOTE: Statement of Authority for PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation, recorded APRIL 24, 2023 at Reception No. 945930, discloses the following person has the authority to execute documents affecting title on behalf of the entity:

AMBER S. DEDUS, Manager, Siting and Land Rights

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

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File No.: NCT25265

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



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: NCT25265

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Reservation as contained in United States Patent recorded in Book 155 at Page 336 as follows: Right of way for ditches or canals constructed by the authority of the United States.

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File No.: NCT25265

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



SCHEDULE B PART II

(Continued)

9. Reservation as contained in United States Patent recorded APRIL 17, 1902 in Book [12 at page 313](#) as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
10. THE FORT MORGAN LAND AND WATER SUPPLY COMPANY and rights of way therefor, as evidenced by Articles of Incorporation recorded OCTOBER 22, 1889 in Book [2 at Page 392](#).
11. FORT MORGAN CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded FEBRUARY 7, 1883 in Map Book [4 at Page 105](#).
12. WILLIAMS RESERVOIR and rights of way therefor, as evidenced by Map and Sworn Statement recorded AUGUST 7, 1909 in Map [Book 1 at Page 19](#).
13. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by FRED A. LINDELL in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded APRIL 23, 1945 in [Book 418 at Page 413](#), 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 THE FEDERAL LAND BANK OF WICHITA in the instrument to ARTHUR PEDERSEN and ETHEL M. PEDERSEN recorded SEPTEMBER 19, 1945 in [Book 423 at Page 306](#), and any and all assignments thereof or interests therein.
15. Easement and right of way for PIPELINE purposes as granted by ARTHUR PEDERSEN and ETHEL PEDERSEN to NATURAL GAS PRODUCERS, INC. as contained in instrument recorded OCTOBER 17, 1951, in [Book 497 at Page 304](#), the location of said easement and right of way not being specifically defined.
16. An undivided 5/8 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in [Book 525 at Page 405](#), and any and all assignments thereof or interests therein. (NW1/4)
17. An undivided 3/8 interest in all oil, gas and other mineral rights, as conveyed by ARTHUR PEDERSEN and ETHEL M. PEDERSEN in the instrument to JOSEPH E. BURKE JR. recorded FEBRUARY 16, 1954 in Book [525 at Page 405](#), and any and all assignments thereof or interests therein.(SW1/4)
18. All interest in oil, gas and other mineral rights as reserved by FLOYD E. MCHALE and MARIE M. MCHALE in DEED to LAWRENCE A. VASHUS and CHERYL J. VASHUS recorded APRIL 22, 1974 in Book [743 at Page 544](#), and any and all assignments thereof or interests therein.
19. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded APRIL 22, 1993 in Book [953 at Page 979](#).
20. Terms, conditions, provisions, agreements, burdens and obligations as contained in FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE recorded SEPTEMBER 13, 1993 in [Book 958 at page 869](#).

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

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SCHEDULE B PART II

(Continued)

21. Terms, conditions, provisions, agreements, burdens and obligations as contained in LICENSE between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY and PUBLIC SERVICE COMPANY OF COLORADO recorded MARCH 19, 2002 in Book [1110 at Page 58](#).
22. Memorandum of Indenture by Public Service Company of Colorado dated July 1, 1954 to Morgan Guaranty Trust Company of New York, and any Supplemental Indentures thereto.
23. Memorandum of Indenture by Public Service Company of Colorado dated OCTOBER 1, 1993 and recorded OCTOBER 12, 1993 in [Book 959 at page 857](#) to Morgan Guaranty Trust Company of New York, and any Supplemental Indentures thereto.
24. Terms, conditions, provisions, agreements, burdens and obligations as contained in GRANT OF EASEMENT AND AGREEMENT FOR USE OF CERTAIN EASEMENTS BETWEEN THE CITY OF BRUSH AND THE MORGAN COUNTY QUALITY WATER DISTRICT between CITY OF BRUSH, COLORADO and MORGAN COUNTY QUALITY WATER DISTRICT recorded JANUARY 2, 2013 at Reception No. [879742](#).
25. Subject to fence lines and transmission lines as shown on Survey by David Evans and Associates, inc. recorded October 21, 2008 at Reception No. [1601405](#).
26. Any loss or damage occasioned by the fact that the fence lines do not coincide with the property lines.
27. Lack of a right of access from the land to any open public road, street or highway - This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of the county in which the subject property is situated, that any right of access to an open public roadway.
28. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.
29. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOGAN INTERCONNECT, LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded OCTOBER 15, 2020 at Reception No. [928295](#).
NOTE: MEMORANDUM OF COTENANCY AGREEMENT recorded DECEMBER 16, 2020 at Reception No. [929531](#).
NOTE: LEASEHOLD DEED OF TRUST made by LOGAN WIND ENERGY, LLC , as the Grantor, to the Public Trustee of Morgan County, Colorado for the use and benefit of U.S. BANK NATIONAL ASSOCIATION, recorded DECEMBER 22, 2023 at Reception No. [949331](#).
30. Terms, conditions, provisions, agreements, burdens and obligations as contained in NOTICE OF LICENSE AGREEMENT between PEETZ LOGAN INTERCONNECT, LLC and PUBLIC SERVICE COMPANY OF COLORADO recorded NOVEMBER 20, 2020 at Reception No. [929045](#).
NOTE: LEASEHOLD DEED OF TRUST made by LOGAN WIND ENERGY, LLC , as the Grantor, to the Public Trustee of Morgan County, Colorado for the use and benefit of U.S. BANK NATIONAL ASSOCIATION, recorded DECEMBER 22, 2023 at Reception No. [949331](#).

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

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SCHEDULE B PART II

(Continued)

31. Subject to ADMINISTRATIVE APPROVAL granting a minor amendment to special use permit issued to PUBLIC SERVICE COMPANY OF COLORADO for PAWNEE STATION POWER PLANT by MORGAN COUNTY ZONING recorded JUNE 20, 2024 at Reception No. [951805](#).
32. 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](#);
- (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 1, 1981 IN BOOK [819 AT PAGE 623](#);
- (E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 1, 1983 IN BOOK [846 AT PAGE 797](#); (F) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK [859 AT PAGE 600](#);
- (G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK [871 AT PAGE 554](#).

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

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STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

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

Personal and Sensitive Personal Information Stewart Collects

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

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

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

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

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

Use of Personal and Sensitive Personal Information

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

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- 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).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- 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.
- 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:

- 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.)
- Affiliated Companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

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

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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPRA and CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Appendix C

SPECIAL USE PERMIT

PAWNEE POWER PLANT

A PART OF SECTIONS 17, 18, 19, AND 20

TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO

SPECIAL USE PERMIT AREA DESCRIPTION

ORIGINAL LEGAL DESCRIPTION

Section 17: $W\frac{1}{2}$ SE $\frac{1}{4}$, $W\frac{1}{2}$ except 1 acre parcel
 Section 18: E $\frac{1}{2}$
 Section 19: All except a 400 ft. by 600 ft. parcel in the northwestern corner
 Section 20: $W\frac{1}{2}$

NEW LEGAL DESCRIPTION

All of that land lying in Sections 17, 18, 19, and the west half of Section 20, Township 3 North, Range 56 West.

EXCEPT:

- The Manchief Electric Generating Station, as described in Morgan County B.O.C.C. Resolution 99 BCC 49.
- Lots 1 and 2, VONDY MINOR SUBDIVISION PLAT, Morgan County Records.
- That Tract of Land described in Book 438, Page 478, Morgan County Records.
- That Tract of Land described in Book 534, Page 324, Morgan County Records.
- That Tract of Land described in Book 865, Page 545, Morgan County Records.
- That Tract of Land described in Book 731, Page 242, Morgan County Records.
- A strip of land 30 feet wide lying along the north line of the NW $\frac{1}{4}$ of said Section 18, as described in Book 48, Page 25, Morgan County Records.
- A strip of land 30 feet wide lying along the north line of the NE $\frac{1}{4}$ of said Section 18, as described in Book 48, Page 28, Morgan County Records.

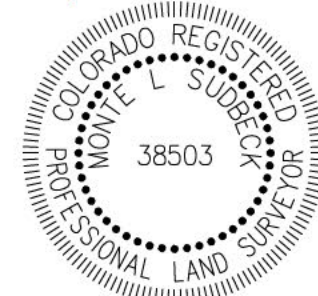
SURVEYOR'S NOTES

- BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER ($SW\frac{1}{4}$) OF SECTION 19, WHICH IS ASSUMED TO BEAR N88°04'30"E.
- UNIT OF MEASUREMENT/HORIZONTAL DATUM:** THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET. THE HORIZONTAL DATUM IS NAD83 (2011) COLORADO NORTH ZONE. ALL DISTANCES SHOWN ARE MODIFIED GROUND DISTANCES. TO GET TO STATE PLANE GRID COORDINATES, MULTIPLY BY 0.999756783.
- DATE OF FIELDWORK:** NOVEMBER, 2024
- TITLE COMMITMENT NOTE:** THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SEH INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, SEH INC. RELIED UPON INFORMATION PROVIDED BY XCEL ENERGY. RESEARCH FOR EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SHOULD BE COMPLETED BEFORE ANY IMPROVEMENTS ARE PLANNED FOR THIS SITE.
- SPECIAL FLOOD HAZARD AREA:** THE PROPERTY SHOWN HEREON IS AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) LYING IN THE MORGAN COUNTY UNINCORPORATED AREAS 080129 PER FEMA FIRMETTE 08087C0635D (4/4/2018).
- SITE ADDRESS:** PAWNEE POWER PLANT - PUBLIC SERVICE COMPANY OF COLORADO (14940 CO RD 24), BRUSH, CO
- ACREAGE:** TOTAL SURVEYED AREA OF THE SUBJECT PROPERTY = 2,152.352 ACRES
 TOTAL SURVEYED AREA OF THE SUP BOUNDARY = 2,125.839 ACRES

SURVEYOR'S CERTIFICATE

The undersigned, being a registered surveyor of the State of Colorado certifies to (i) **Public Service Company of Colorado**, its successors and/or assigns, as follows:

This is to certify that this plat and the survey on which it is based were made by me and under my direct supervision and both the plat and the survey are true and correct to the best of my knowledge and belief.

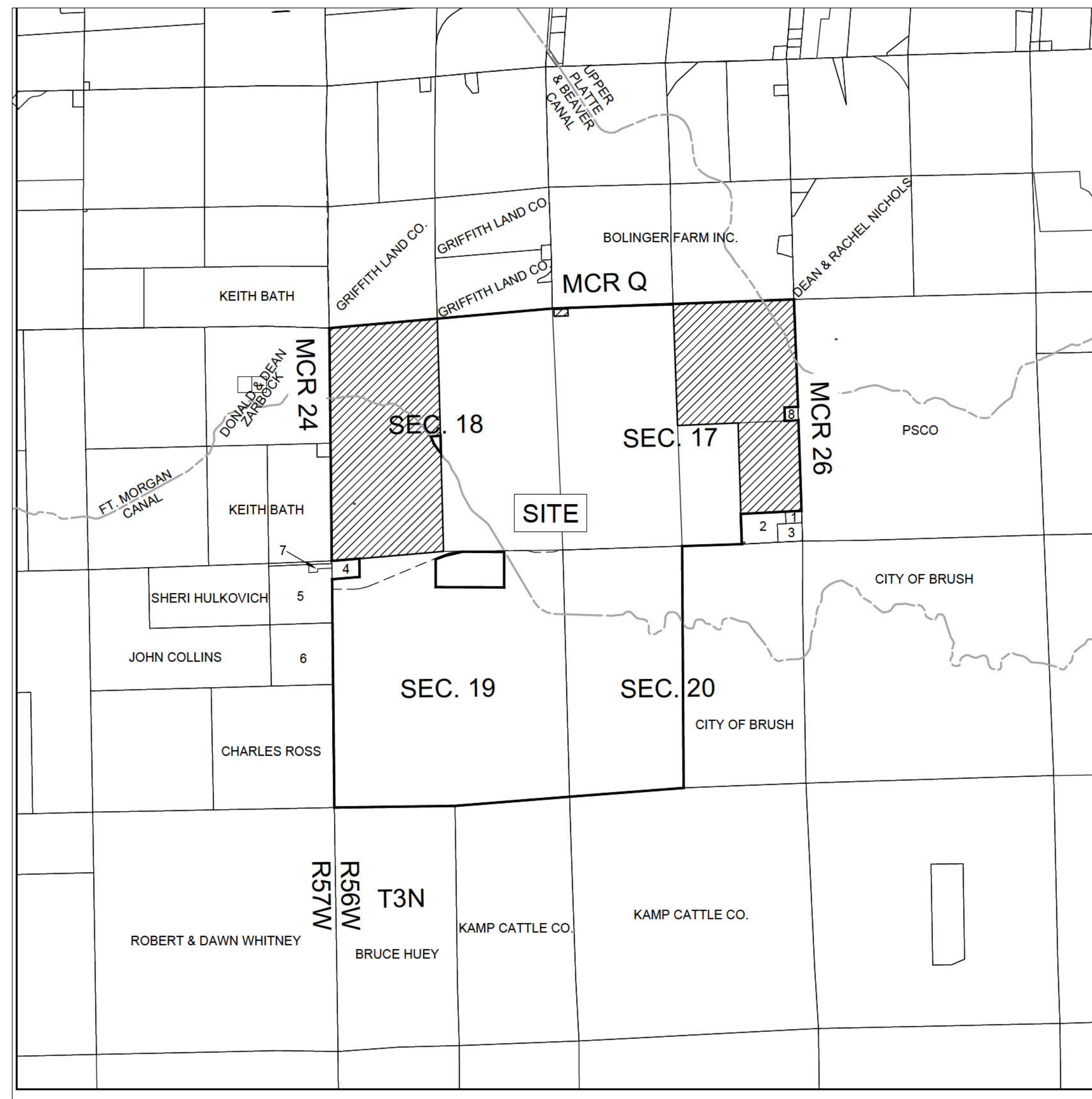


Monte L. Sudbeck, PLS 38503
 For and behalf of SEH, Inc.

Dated: _____

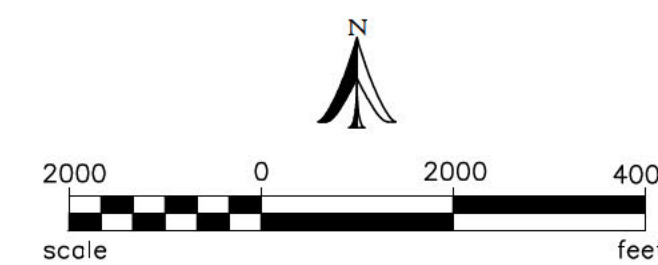
Note: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in the survey be commenced more than ten years from the date of certification shown hereon.

VICINITY MAP



OWNERSHIP TABLE (FROM MORGAN COUNTY GIS PARCEL VIEWER WEBSITE)

- GARY & DEBRA VONDY
- DOLA SMITH
- PUBLIC SERVICE COMPANY OF COLORADO
- JMS BROADCASTING LLC
- DAVID & LYNDELL BOHL
- CHEYENNE PLAINS GAS PIPELINE COMPANY LLC
- JOSE RUIZ
- WILLIAM JONES



LANDS BEING ADDED TO S.U.P. AMENDMENT



LANDS INCLUDED IN RESOLUTION DATED 10/12/1976

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT _____, BEING THE OWNER(S) OF CERTAIN LANDS IN MORGAN COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

DESCRIPTION

HAVE/HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF **SPECIAL USE PERMIT MAP**.

EXECUTED THIS _____ DAY OF _____, 20____.

OWNERS:

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____

STATE OF COLORADO
 COUNTY OF _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

COMMISSIONER'S CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20____, BY
 BOARD OF COUNTY COMMISSIONERS, MORGAN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE COUNTY OF MORGAN.

ATTEST: CHAIRMAN _____

CLERK TO THE BOARD _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss.
 COUNTY OF MORGAN)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20____, AND IS DULY RECORDED IN RECEPTION NO. _____

CLERK AND RECORDER _____

PHONE: 303.586.5800
 2000 S. COLORADO BLVD
 SUITE 6000
 DENVER, CO 80222

PUBLIC SERVICE CO. OF COLORADO
 PAWNEE POWER PLANT

SEH PROJECT NO. 178291-50.0 DATE ISSUED 12/9/2024

SHEET NO. 1
 SHEET 1 OF 3

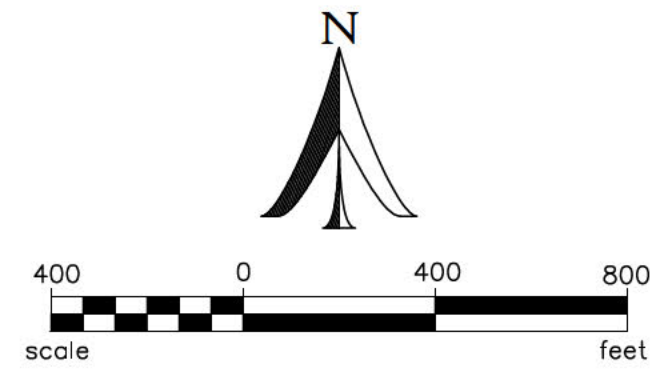
X:\PT\IPSCOC\178291\50.0 Pawnee Power Plant\9-survey\92-CAD\10-c3d\pawnee Power Plant_Boundary_Ground.dwg

SPECIAL USE PERMIT

PAWNEE POWER PLANT

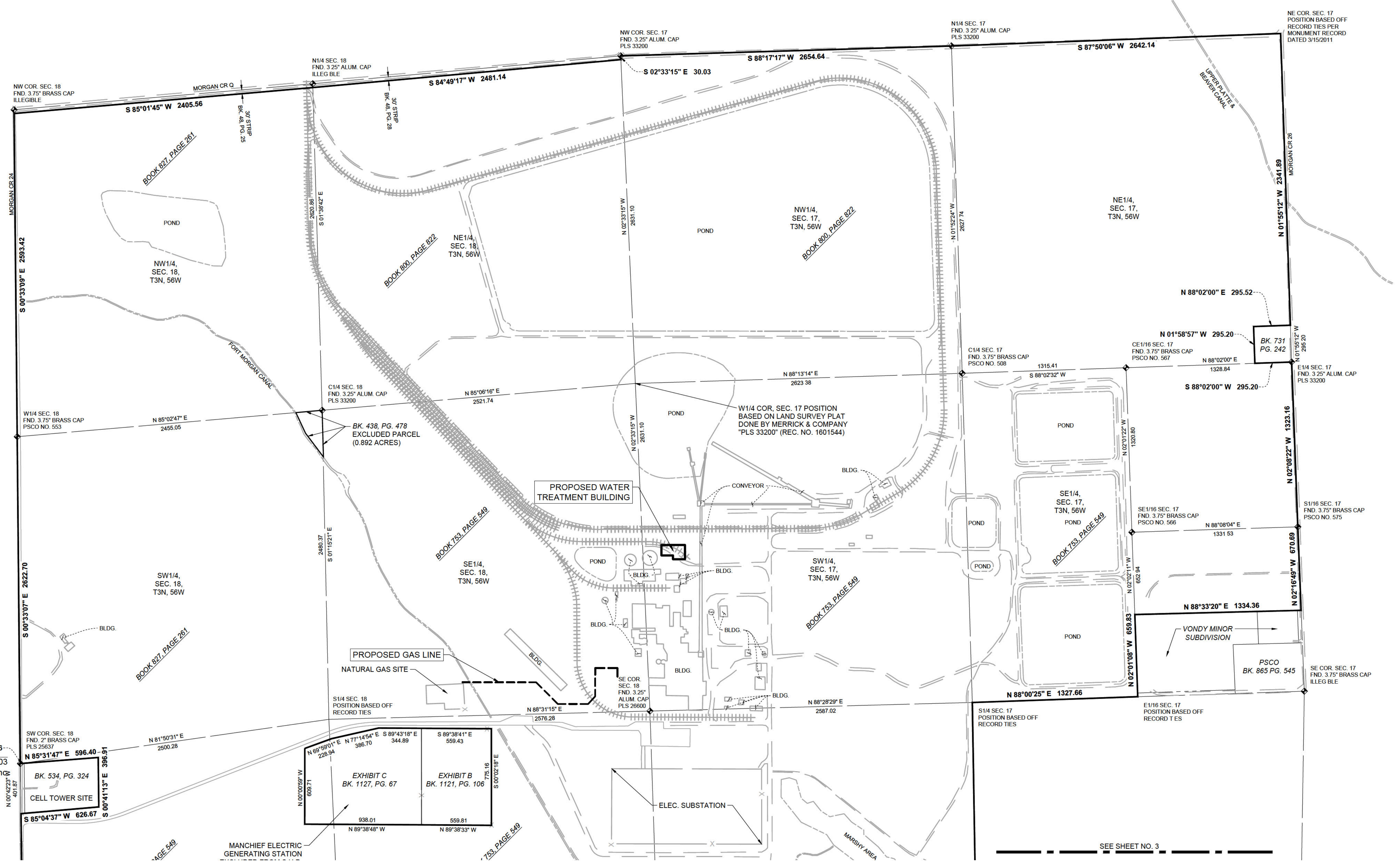
A PART OF SECTIONS 17, 18, 19, AND 20

TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO



LEGEND

- FOUND SECTION COR.
- S.U.P. BOUNDARY
- SECTION LINE
- FENCE LINE
- EDGE OF UN-PAVED ROAD
- EDGE OF PAVED ROAD
- EDGE OF WATER
- CENTER OF RAILROAD
- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED GAS LINE



Dated: _____

Monte L. Sudbeck, PLS 38503
For and behalf of SEH, Inc.

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

X:\PT\PL\SCOC\178291\50.0 Pawnee Power Plant\9-survey\92-CAD\10-C3d\1Pawnee Power Plant_Boundary_Ground.dwg

PHONE: 303.586.5800
2000 S. COLORADO BLVD
SUITE 6000
DENVER, CO 80222

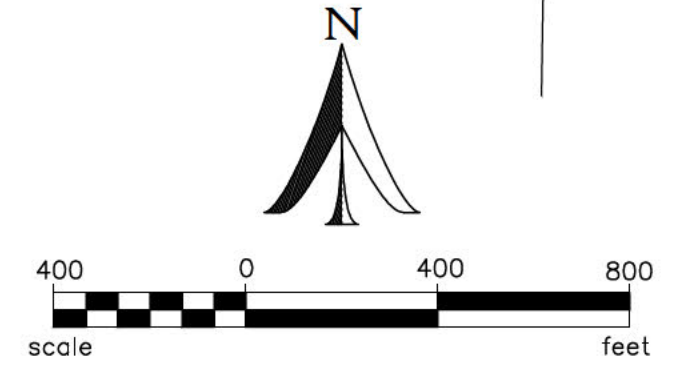
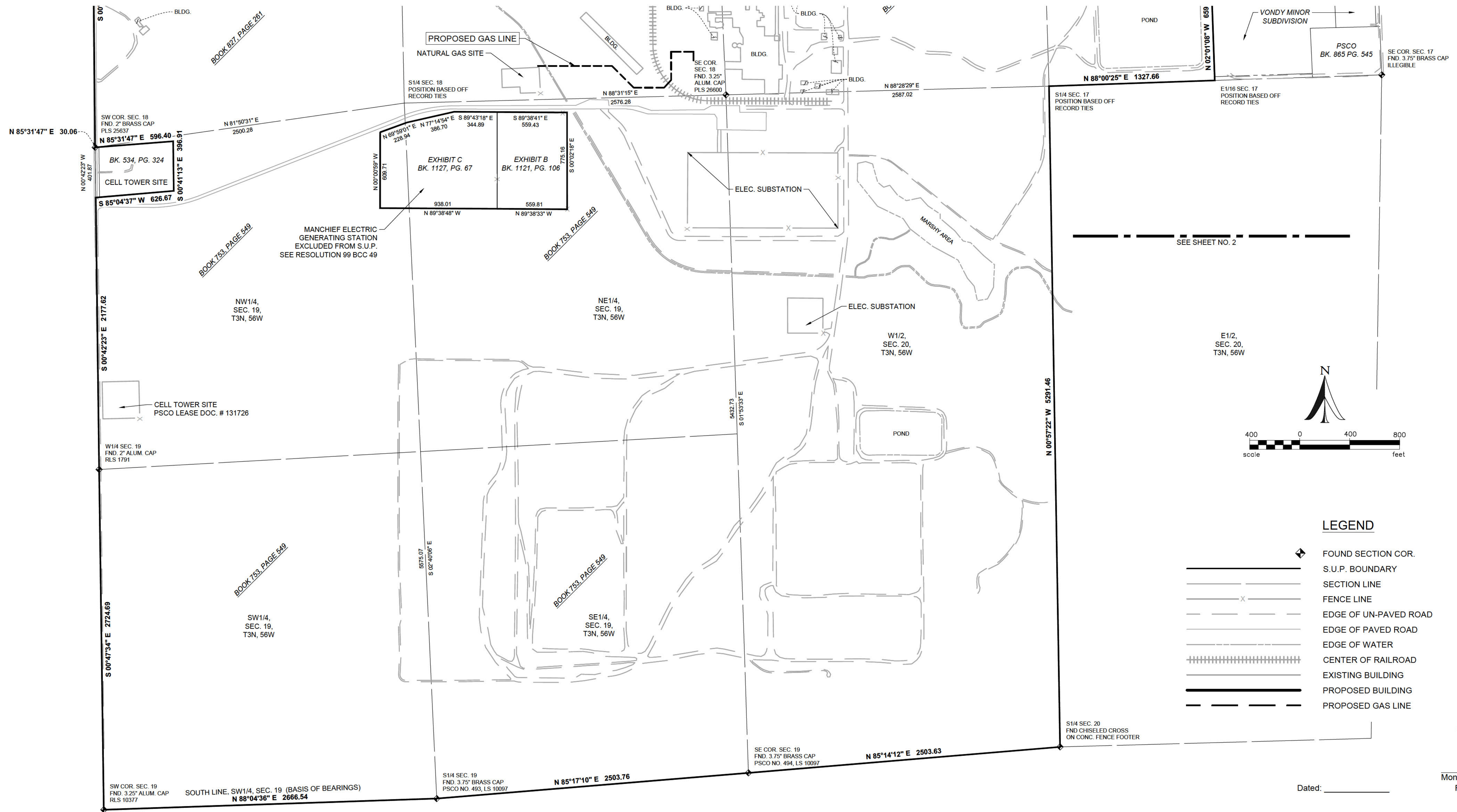
PUBLIC SERVICE CO. OF COLORADO PAWNEE POWER PLANT		SHEET NO. 2
SEH PROJECT NO. 178291-50.0	DATE ISSUED 12/9/2024	SHEET 2 OF 3

SPECIAL USE PERMIT

PAWNEE POWER PLANT

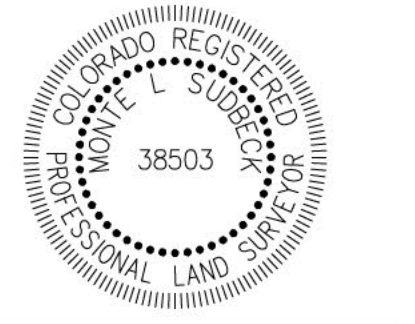
A PART OF SECTIONS 17, 18, 19, AND 20

TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO



LEGEND

	FOUND SECTION COR.
	S.U.P. BOUNDARY
	SECTION LINE
	FENCE LINE
	EDGE OF UN-PAVED ROAD
	EDGE OF PAVED ROAD
	EDGE OF WATER
	CENTER OF RAILROAD
	EXISTING BUILDING
	PROPOSED BUILDING
	PROPOSED GAS LINE



Monte L. Sudbeck, PLS 38503
For and behalf of SEH, Inc.

Dated: _____

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

X:\PT\PL\PS\CO\178291\50.0 Pawnee Power Plant\9-survey\92-CAD\10-c3d\pawnee Power Plant_Boundary_Ground.dwg

PHONE: 303.586.5800 2000 S. COLORADO BLVD SUITE 6000 DENVER, CO 80222	PUBLIC SERVICE CO. OF COLORADO PAWNEE POWER PLANT		SHEET NO. 3
	SEH PROJECT NO. 178291-50.0	DATE ISSUED 12/9/2024	SHEET 3 OF 3

Appendix D



LICENSE

THIS AGREEMENT made, this 22nd day of October 2024 between FORT MORGAN RESERVOIR AND IRRIGATION COMPANY ("Fort Morgan") and PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION ("Licensee").

WITNESSETH:

The following grant and mutual covenants by and between the parties:

1. Grant of License. For valid consideration and subject to the covenants, conditions, and limitations hereinafter set out, Fort Morgan does hereby grant unto the Licensee, a non-exclusive license for the purpose of the construction, use, maintenance, repair and removal of the following structure:

10" Gas Pipeline (Section 18-T3N-R56W, downstream of grizzly m. ditch)

across Fort Morgan's irrigation canal right-of-way situated in Morgan County, State of Colorado, at the location described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference.

2. Construction, Maintenance and Use. The structure above-described shall be constructed, maintained and used at no cost to Fort Morgan. Licensee hereby agrees that the above-described structure will be constructed under the supervision of the Fort Morgan Superintendent and that the irrigation canal will be crossed according to the specifications set out by said Superintendent. (See specification sheet which is attached and made part of this license.) Where compacting of earth materials is required around the structures, the materials shall be deposited in horizontal layers and compacted by using pneumatic and/or other suitable mechanical tampers. Backfill materials shall be deposited in horizontal layers of not more than six inches in thickness after being compacted. Prior to and during compaction operations, backfill material shall have the optimum practicable moisture content required for the purpose of compaction as determined by Fort Morgan.

All portions of the right-of-way and of the canal bottom, sides and banks which are disturbed by Licensee's activities shall be restored to original condition and all fencing and other facilities appurtenant to the canal right-of-way shall be replaced in condition at least equal to the condition of such facilities and appurtenances prior to construction of the structures permitted herein. Within sixty (60) days after the completion of said crossing, the Licensee will furnish Fort Morgan with a plat showing the location, design and construction of said crossing. Said plat shall become a part of this license.

Licensee agrees that the construction or maintenance of the licensed structure over or under said canal shall not interfere with or hinder the operation or maintenance of the irrigation canal and shall not impede or interrupt the flow of water in such canal. Fort Morgan shall not be liable for any damage done to the above-described structure of the Licensee by Fort Morgan while operating or maintaining the canal or as a result of any flooding or high water conditions.

Furthermore, the structure above-described shall at all times be maintained and used in a manner and by means that will not create a hazard to the public or to the officials, employees, and contractors of Fort Morgan and will not damage or constitute a threat of damage to the facilities of operations of Fort Morgan.

3. Notice. Notices provided for in this agreement may be served by either regular mail addressed to the parties at the addresses shown below, or by personal delivery to the addresses shown below. Notice given by mail shall be effective on the date of mailing, and notice given by personal delivery shall be effective upon delivery to the proper address.

4. Termination. This license shall be in effect unless terminated pursuant to this agreement, or until the above-described structures are abandoned by Licensee. The license granted by this agreement is subject to termination for any breach of the terms of this agreement. In the event of termination, Fort Morgan may give notice to the Licensee in writing of the termination of this license. Fort Morgan may elect to give the Licensee a reasonable time to correct any defect or hazard, but in no case shall any grant of time for said corrections adversely affect Fort Morgan's right to terminate this license. If the license hereinabove granted is terminated, or if the licensed structure is abandoned, the Licensee shall immediately remove all facilities or structures constructed or installed on the above-described lands by the Licensee, and the Licensee shall return the land to safe, usable, and cleared condition, as determined by Fort Morgan. In the event that the Licensee does not, within 60 days after termination of the license, remove all facilities constructed or installed by Licensee, Fort Morgan may remove the facilities and installations placed on the above-described lands; dispose of all materials and equipment so removed by such means as may appear advisable; return the premises to a safe, usable, and cleared condition; and recover all costs of removal, disposal, and rehabilitation of the area from the Licensee or its successors and assigns. Under no circumstances shall Fort Morgan or its employees, contractors, or agents be liable for any damage or injury to the Licensee caused by or arising directly or indirectly from the removal of facilities and installations as provided herein.

5. Assignment. The license hereinabove granted shall not be assigned by the Licensee without the prior approval in writing of Fort Morgan, or its successor. Any assignees or successors to the right of the Licensee shall be liable and bound under all the provisions of this agreement to the same extent as the Licensee.

6. Modifications or Additions. The Licensee agrees that it will not make any modifications of the above-described structure without obtaining prior approval in writing from Fort Morgan. The Licensee further agrees not to construct or maintain any additional structures on the above-described lands of Fort Morgan without first obtaining a license for said structures from Fort Morgan.

7. Land-Use Subordination. The right-of-way covered by this License is a part of the facilities of Fort Morgan. There is reserved to Fort Morgan, its successors or assigns, the prior right to use any of the lands herein described to construct, operate and maintain all structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, and any other appurtenant irrigation or power structures and facilities, without any payment made by Fort Morgan or its successors for such right.

The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the Licensee thereon, Licensee shall be liable for such costs. Within thirty days after demand is made upon the Licensee for payment of any such costs, the Licensee will make payment thereof to Fort Morgan or to any of its successors or assigns constructing such structures and facilities across, over or upon said lands. As an alternative to payment, the Licensee, at its sole cost and expense and within time limits established by Fort Morgan, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of Fort Morgan. The Licensee shall bear the cost to Fort Morgan of any costs occasioned by the failure of the Licensee to remove or adapt its facilities within the time limits specified.

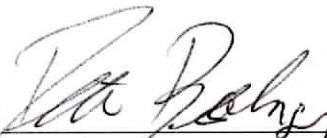
There is also reserved to Fort Morgan the right of its officers, agents, employees, licensees and permittees at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.


The Licensee further agrees that Fort Morgan, their officers, agents, and employees and their successors and assigns shall not be held liable for any damage to the Licensee's improvements or works by reason of the exercise of the rights hereinabove reserved.

8. Indemnity. Licensee agrees to indemnify and hold harmless Fort Morgan, its officers, agents, employees, and contractors, from claims and liability for damage or injury to property or persons or death arising from or caused directly or indirectly by the occupancy and use of the above-described lands by the Licensee. Licensee agrees that it shall be directly liable to Fort Morgan, its stockholders and water users for all loss or damage occasioned by the construction, installation, operation, maintenance or abandonment of the above-described structure. At Fort Morgan's request, Licensee shall defend Fort Morgan and its officers, agents, employees and contractors against any such claim, suit or demand.

9. Consideration. As consideration for the grant of license hereinabove made, the Licensee shall, upon execution of this instrument, pay Fort Morgan the sum of \$ 5,000.00.

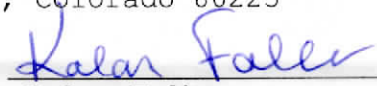
FORT MORGAN RESERVOIR AND
IRRIGATION COMPANY
218 East Kiowa Avenue
Post Office Box 38
Fort Morgan, Colorado 80701

Attest: 
Secretary

By: 
President

Date: 11/02/2024

PUBLIC SERVICE COMPANY OF COLORADO
Attn: ROW & Permits Dept
1123 West 3rd Avenue
Denver, Colorado 80223

By: 
Kalan Falbo

Title: Senior Division Agent, ROW & Permits Dept

Date: 10/22/2024

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

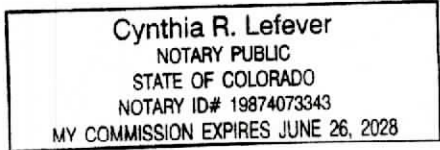
The foregoing instrument was acknowledged before me this 4 day of November, 2024 by William E. Lauck, as President of FORT MORGAN RESERVOIR AND IRRIGATION COMPANY.

Witness my hand and official seal.

My commission expires: June 26, 2028

[Seal]

Notary Public Cynthia R. Lefever



STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of October 2024 by Karla Falbo, as Senior Division Agent of Public Service Company of Colorado, a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 10/8/2026

[Seal]

Notary Public [Signature]



FORT MORGAN RESERVOIR & IRRIGATION COMPANY

**Specifications for crossings under Fort Morgan Canal
(to be made part of License Agreement)**

1. The Company Superintendent, Ken Bohl, shall be notified prior to the crossing being started. He can be reached at (970) 768-0705.
2. The bore shall begin no closer than 20 feet from the edge of the ditch on each side.
3. The bore shall be at least 10 feet below the lowest point in the ditch bottom.
4. Each side of the crossing shall be clearly marked with some type of marker to indicate the exact location of the crossing. The marker shall not be placed on the ditch road.
5. Emergency numbers for Fort Morgan Reservoir & Irrigation Company:

Ken Bohl, Superintendent

[REDACTED]

Cynthia Lefever, Office Manager

[REDACTED] (office)

Bill Lauck, President

[REDACTED] (cell)

6. Emergency numbers for Licensee/Contractor (names/phone #'s):

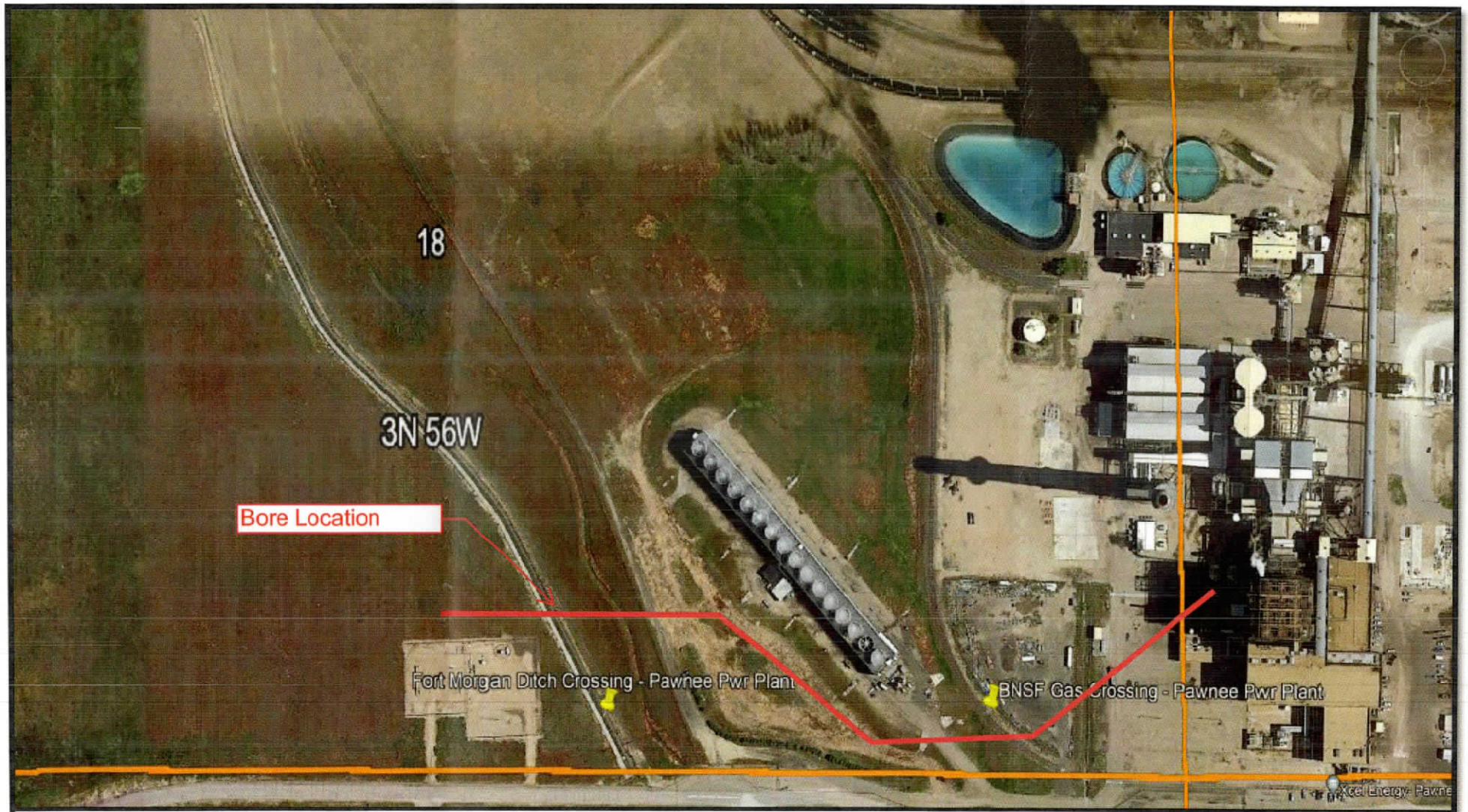
Emergency Command Center – [REDACTED]

Levi Francone, Gas Foreman – [REDACTED]

Pawnee power Plant – Ft Morgan Canal Gas Crossing

Latitude: 40.219446° / Longitude: -103.684800°

T3N-R56W, S18: SESE



1. The bore shall begin no closer than 20 feet from the edge of the ditch on each side.
2. The bore shall be at least 10 feet below the lowest point in the ditch bottom.
3. Each side of the crossing shall be clearly marked with some type of marker to indicate the exact location of the crossing.
4. Where compacting of earth materials is required around the structures, the materials shall be deposited in horizontal layers and compacted by using pneumatic and/or other suitable mechanical tampers. Backfill materials shall be deposited in horizontal layers of not more than six inches in thickness after being compacted.

Appendix E

Preliminary Traffic Impact Study

Pawnee Station Coal to Natural Gas Project

December 3, 2024

Prepared for



1800 Larimer Street, Suite 400
Denver, CO 80202

Prepared by



390 Union Boulevard, Suite 400
Lakewood, CO 80228

Table of Contents

1.0 INTRODUCTION	2
1.1 Project Information	2
1.2 Methodology	2
2.0 HAUL ROUTES AND DISTRIBUTION	2
3.0 TRIP GENERATION.....	2
3.1 Construction	3
3.2 Operations	3
4.0 CONCLUSION.....	4

1.0 INTRODUCTION

1.1 Project Information

The purpose of this preliminary traffic impact study is to analyze and document potential traffic impacts of the proposed Pawnee Station Coal to Natural Gas Project (Project) located in Morgan County, Colorado in support of a Special Use Permit Application major amendment for the Project. The Public Service Company of Colorado (PSCo), conducting business as Xcel Energy, is proposing to convert the existing Pawnee Station, a coal fueled generating facility, to a natural gas combustion facility and construct a new water treatment facility. The Project currently consists of 1,650 acres that includes the coal fired generating facility, coal handling, raw water reservoir, water treatment, and waste disposal facilities (Project Area). PSCo owns the parcels of land on which the Pawnee Station is located: parcel numbers 123-117-000-700 and 123-118-000-700 at address 14940 County Road 24, Brush, Colorado 80723. PSCo currently owns and operates the existing facility. The general vicinity of the Project and the planned haul route for construction traffic is shown in Figure 1.

1.2 Methodology

This preliminary traffic impact study has been prepared as required by the Morgan County Zoning Administrator to meet the needs of the Special Use Permit application major amendment. The following information has been provided:

- Expected haul routes used by Project traffic to reach the existing Project driveway entrance.
- The average daily traffic generated by the Project that would occur during the proposed construction and operations phases.
- The peak hour expected traffic for existing conditions and for the proposed construction and operations phases.
- A summary of the expected impact to local traffic from the Project construction and operations.

2.0 HAUL ROUTES AND DISTRIBUTION

The majority of construction workers, equipment, and material deliveries are anticipated to originate from Fort Morgan, Colorado, and farther west from the Denver Metro Area. This traffic will access the Project Area via Interstate 76. From Interstate 76, traffic would exit onto County Road 24 and travel south 3.5 miles, at which point Project traffic would turn east on to the existing power plant access road leading to the Project Area.

For analysis purposes, all traffic is anticipated to originate from the west via Interstate 76.

3.0 TRIP GENERATION

Trip estimates for both construction and operations are provided below. Where appropriate, trips have been divided into Peak AM and PM Hour estimates. Construction and operational trip estimates were based on peak construction and operational workforce and delivery estimates provided by PSCo.

3.1 Construction

During construction, the Project is expected to have an average workforce of 50 workers, with up to 100 workers at the peak of construction. The workforce is likely to arrive between 6 AM and 7 AM and leave between 4 PM and 5 PM on weekdays. The workers would generate a peak of 100 trips in the AM Peak Hour and 100 trips in the PM Peak Hour, or 90 one-way trips per day. The Project is estimated to have a construction duration of 12 months, see Table 1.

Table 1: Construction Trip Generation

Vehicles Per Day:	Project Construction	
	Average:	Peak:
Workers	50	100
Trucks	1	5
Trips Generated Per Day:		
Workers	100	200
Trucks	2	10

On average, there likely will be one material or equipment delivery semi-truck per day during construction. At the peak of construction activity, there would be up to 5 semi-trucks making deliveries to the Project in one day. This would average to two one-way trips per day with a peak of 10 one-way trips per day. This is anticipated to have a negligible impact on the haul routes referenced above (Interstate 76 and County Road 24).

3.2 Operations

Approximately 57 full-time employees are anticipated to be necessary at the Plant to perform operations and maintenance duties for the day shift, with approximately 12 full-time employees working at the facility during the night shift. The anticipated operational traffic forecast has been tabulated and provided below in Table 2. Once all construction phases have been completed, the Project will transition into the production/operations phase. It is anticipated there will be 13 less trips after the conversion as there will no longer be coal delivery trips occurring.

Table 2: Operations Trip Generation

Vehicle Trip Generation	Project Operations			
	Day Shift		Night Shift	
	Cars	Trucks	Cars	Trucks
Operations Department	9	-	7	-
Maintenance Department	15	-	0	-
Management/Engineer/I&C/Chem	15	-	0	-
Chemical Deliveries	-	6	-	0
Postal and Freight Deliveries	-	5	-	0
Contractor Personnel	10	-	0	-
Fuel Handling Personnel	8	-	5	-
Total Vehicles Per Day:				
	Workers	69		
	Trucks	11		
One-way Trips Generated Per Day:				
	Workers	138		
	Trucks	22		

In addition to the daily truck trips described in the table, intermittent deliveries of water may be necessary. When these trips are needed, its anticipated that 12 water trucks would be visiting the site in one day, resulting in 24 additional one-way truck trips in a day.

Around 114 one-way trips being generated out of the 160 one-way trips daily would occur during peak traffic volume times due to the day shift commuting workers. Approximately 57 trips would occur during the AM Peak Hour and 57 trips would occur during the PM Peak Hour.

4.0 CONCLUSION

During construction, a maximum of 100 workers and 5 semi-trucks per day would generate a maximum of 210 one-way trips. After construction is complete, the Project will generate around 160 one-way trips per day, of which approximately 57 trips would occur during the AM and PM Peak Hours. Occasionally, an additional 24 trips per day may occur spread out throughout the day for the delivery of water trucks, which is not a daily occurrence.

FIGURES



Pawnee Coal to Natural Gas Project

Figure 1 Project Location

Morgan County, CO

Project Features

- General Project Location
- Haul Route

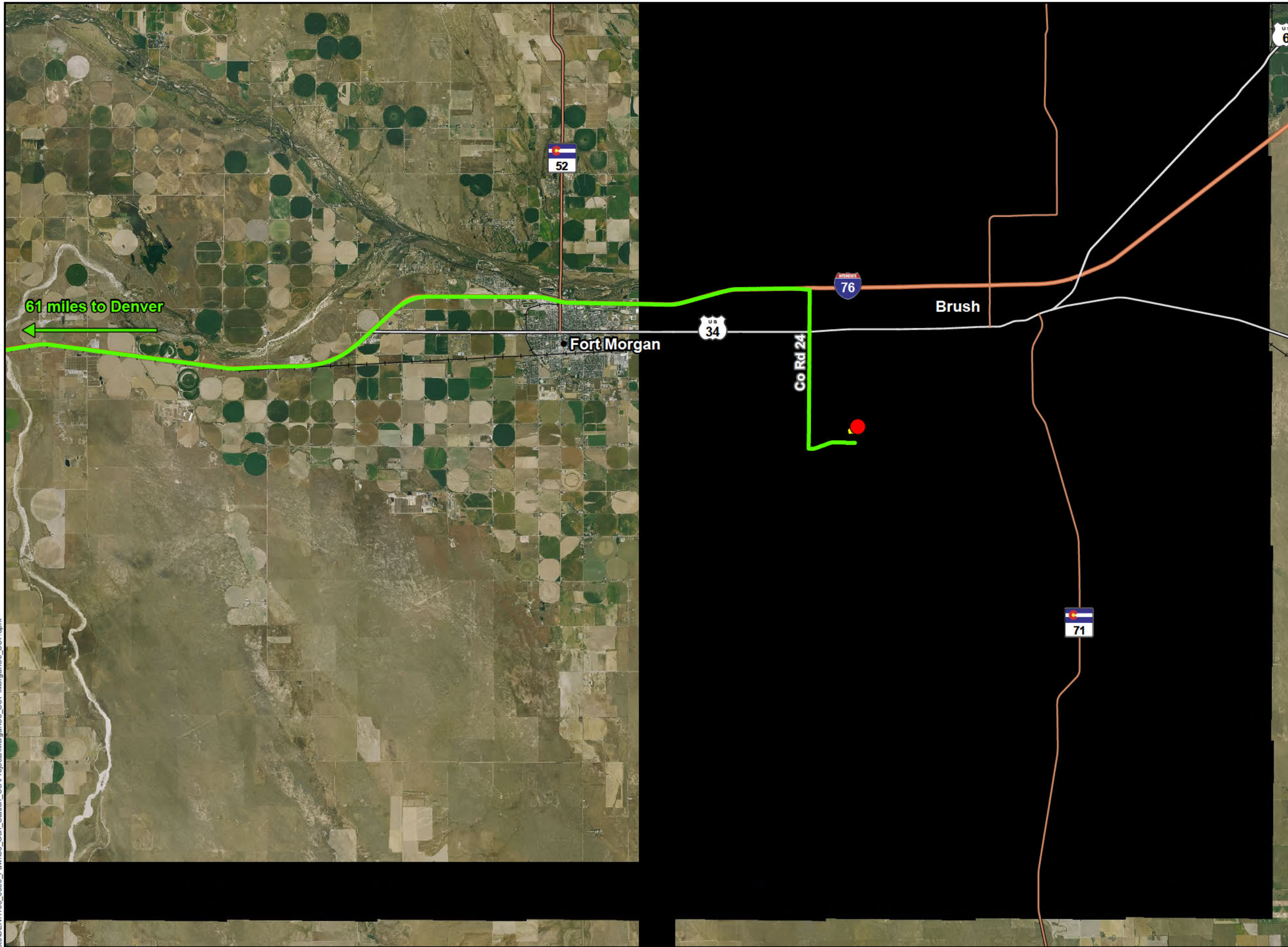
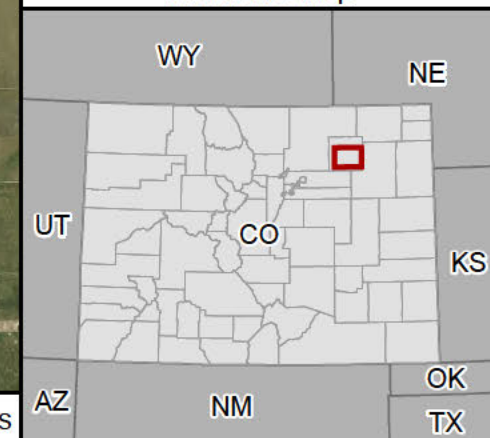
Transportation

- Interstate Highway
- US Highway
- State Highway
- Railroad



NOT FOR CONSTRUCTION

Reference Map



Z:\Projects\DEM1163_0099_Pawnee_Gen_Station_CO\Projects\MorganCo_SUP\MorganCo_SUP.aprx



1:131,000 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS

Appendix F

SERVICE AGREEMENT

This Service Agreement, made effective as of January 1, 2012, by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the "Company"), and THE BRUSH RURAL FIRE PROTECTION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Fire District"):

WHEREAS, the First District is organized under the provisions of Title 32, C.R.S. to provide protection against fire by any available means, including rescue service, fire fighting service, and fire protection within its corporate boundaries; and

WHEREAS, the First District is authorized by statute to furnish services without its boundaries and to establish fees, tolls, penalties and charges for such extra-territorial services, and to enter into contracts effecting its affairs such as this Service Agreement; and

WHEREAS, the Company owns real property partially within and partially without the boundaries of the First District and desires to receive services from the First District on a contractual basis.

Now therefore in consideration of the mutual covenants and promises set forth in this agreement, the parties hereto covenant and agree as follows:

I. SERVICES

The Fire District shall furnish to the Company fire fighting and rescue services for the Company's Pawnee Steam Electric Station (the "Plant"), 14940 Morgan County Road 24, located on and to include the following described real property:

Township 3 North, Range 56 West of the 6th Principal Meridian, Morgan County, Colorado:

Section 17: W1/2SE1/4, W1/2, EXCEPT one acre parcel;

Section 18: E 112;

Section 19: All, EXCEPT the 400 x 600 foot parcel in the NW corner; and

Section 20: W112

(the "Services").

II. EQUIPMENT

It is understood that as a part of the Services, the Fire District shall have available a tanker truck with 1,000 gpm pump, four 1-hour air packs, and four 2-way radios, together with such other equipment as is necessary and convenient to provide the Services.

III. PAYMENTS

A. The Company agrees to pay the sum of \$4,000 per month to the Fire District, payable at the address of the District's offices set out below, on the first day of each month commencing January 1, 2012, and each month thereafter during the term of this agreement.

B. It is understood and agreed that on the anniversary date of this agreement (January 1) each year during the term hereof, the monthly payment due hereunder may be increased by the Fire District in a percentage amount equal to Inflation, as defined in the TABOR Amendment (Art. X, Sec. 20, Colorado Constitution), but not to exceed the maximum percentage increase allowed by CRS § 29-1-301 or other similar or statutory constitutional provisions now or hereafter in effect. To implement such increase, the Fire District will notify the Company thereof no less than 30 days prior to the date such increase is to take effect

IV. TERM

This agreement shall be effective January 1, 2012, and shall supersede and replace all prior agreements for the Services between the parties. The term of this agreement shall be for a period of ten years from the effective date hereof. This agreement may be renewed upon the agreement of both parties and each party commits to enter good faith negotiations with the other for such renewal.

V. INSURANCE

A. The Fire District shall demonstrate through an appropriate certificate that its volunteer firefighters are covered by worker's compensation insurance in accordance with state law, which insurance shall be maintained in full force and effect throughout the term of this agreement by the Fire District.

B. The Fire District shall purchase and maintain commercial general liability insurance in an amount not less than \$600,000, combined single limit, covering injury to persons or property related to the Services, including the operation of motor vehicles and shall furthermore maintain collision and comprehensive insurance coverage upon vehicle(s) covered by this Agreement. The Company shall be named as an additional insured on all such policies.

VI. LIABILITY AND INDEMNIFICATION

It is expressly understood and agreed that the Fire District provides its services through volunteer firefighters and accordingly it is agreed by the Company that the Company shall indemnify, defend, save and hold harmless the Fire District or any of its agents, employees, or volunteers (including any other volunteer firefighters of another fire district or department engaged in providing the Services) from liability not barred by the Colorado Governmental Immunity Act or covered by the insurance required to be maintained by Section V(B) hereof, and except for liability and damages which arise from the willful misconduct or gross negligence of the Fire District, as to which conduct the Fire District shall indemnify the Company.

VII. DEFAULT

A. If at any time the Company fails to make any payment required hereunder within ten days of its due date, the Fire District may impose a late payment charge of 15% of the past due amount. To impose such late charge, the Fire District shall give the Company notice of such default and if payment (including late charges) is not made by the Company and received by the District within 20 days of said notice, the Fire District may at its sole discretion, as an alternative to other remedies it may have under law, terminate this agreement without further liability or obligation to the Company.

B. Should either party default herein and the other party seeks to enforce its rights through retention of legal counsel, the prevailing party shall be awarded all reasonable costs and expenses, including attorney fees, arising out of any arbitration or litigation related to this agreement.

VIII. CONTROL ON SITE

The parties acknowledge that the Company's premises to be furnished the Services hereunder by the Fire District consist of a coal-fired steam electric generating station with a rated capacity of 500 megawatts, together with appurtenant facilities. The Fire District agrees that its employees, volunteer firefighters, and agents, while on the Company's premises, shall cooperate fully with the Company's supervisory personnel at the station with regard to the safety of persons on the premises and the prevention of damage to station equipment. Any information provided by the Company's supervisory personnel on site at the station relating to the hazards to be encountered within the station and areas of the station, equipment and facilities therein to be avoided shall be followed by the Fire District's employees, volunteer firefighters, or agents.

IX. MERGER

It is understood that this agreement is the sole expression of the understanding of the parties and that there are no understandings, representations or agreements which do not appear herein. This agreement supersedes any other prior agreement, amendments thereto, or renewals thereof. This agreement may not be modified in any manner except in writing duly executed by all parties hereto.

X. NOTICE

All notices shall be deemed to be properly given when placed in the United States mails, postage prepaid, properly addressed to the parties at the addresses stated below, and shall be deemed received on the third (3rd) business day following such deposit. All payments due hereunder are deemed to have been received when in the hands of the Secretary of the First District at the address below. The addresses for all notices shall be as follows and any changes thereto shall be given to the other party in writing:

Brush Rural Fire Protection District
P. O. Box 873
Brush, CO 80723

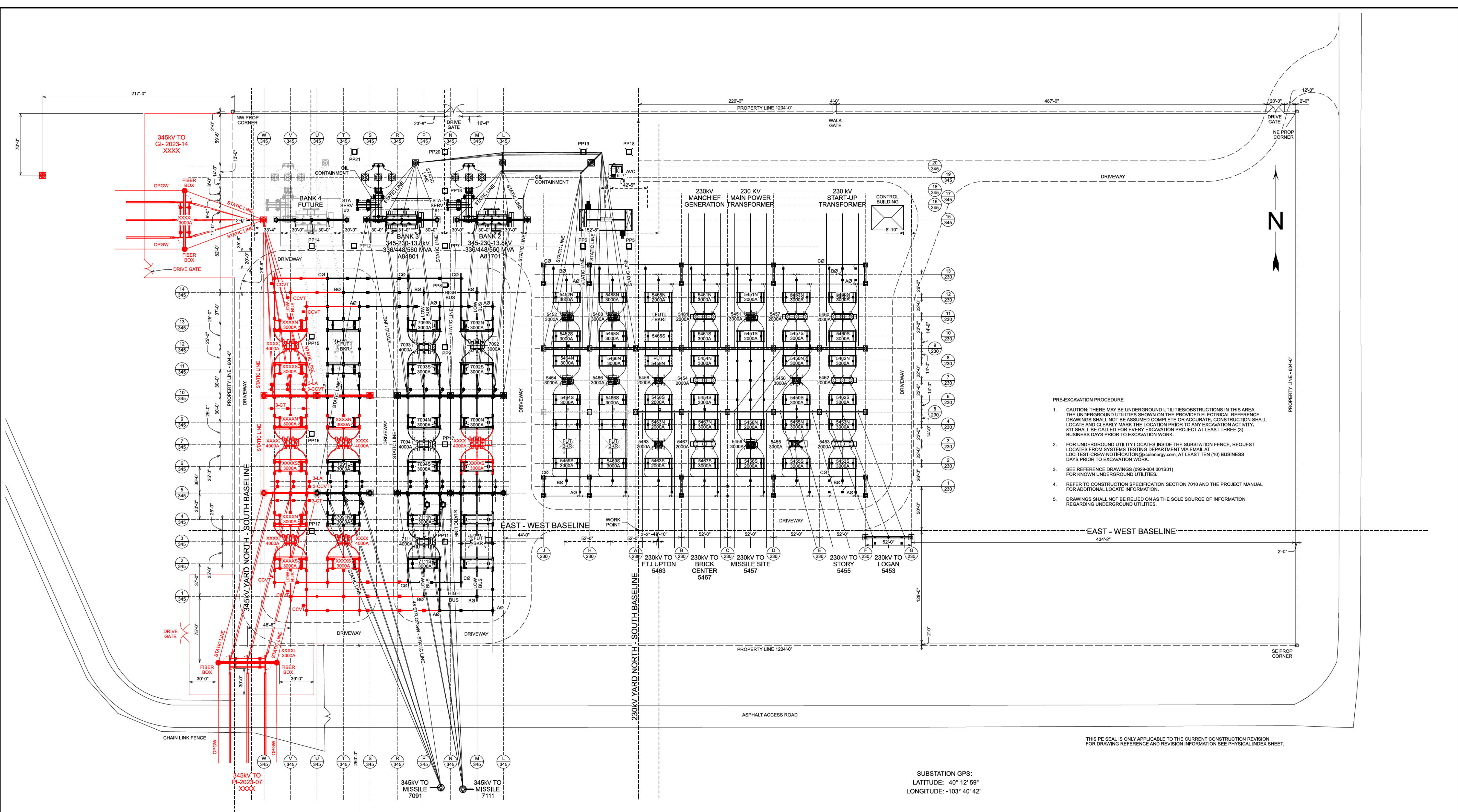
Public Service Company of Colorado
Pawnee Station
A TTN: Station Director
P. O. Box 857
Brush, CO 80723

XI. EXPANSION OF SERVICES

A. In the event that the Company begins construction or installation of an expansion or increase of its facilities at the Plant during the term of this Agreement, and as a result of such expansion or increase, the Fire District reasonably determines it is necessary to obtain new or upgraded equipment in order to provide the Services to the Facility as expanded, then the Fire District may give notice of such determination to the Company (the "Notice"). Following the delivery of the Notice, the Company and the District shall attempt to mutually agree on an increase in the monthly payment to take into account the amortized cost of the proposed equipment or upgrades and the value of the Services provided to the expanded Plant. If such an agreement is reached, it shall be evidenced by a written amendment to this Agreement. The monthly payment will not change, absent such written amendment.

B. If the parties are unable to mutually agree on an increase in the monthly payment within ninety (90) days after the date the Notice is received by the other party, then either party may, by written notice given to the other party, cancel this Agreement, by giving written notice to the other party no later than thirty (30) days after the expiration of the ninety (90) day period following the giving of the notice. The cancellation of the Agreement will be effective on the date which is sixty (60) days after the notice of cancellation is received by the other party (the "Effective Date"). On the Effective Date, this Agreement shall come to an end with the same force and effect as if the Term had expired. If neither party gives notice of cancellation within such thirty (30) day period, then this Agreement shall continue as though no Notice had been given.

Appendix G



- PRE-EXCAVATION PROCEDURE
- CAUTION: THERE MAY BE UNDERGROUND UTILITIES/OBSTRUCTIONS IN THIS AREA. THE UNDERGROUND UTILITIES SHOWN ON THE PROVIDED ELECTRICAL REFERENCE DRAWINGS SHALL NOT BE ASSUMED COMPLETE OR ACCURATE. CONSTRUCTION SHALL LOCATE AND CLEARLY MARK THE LOCATION PRIOR TO ANY EXCAVATION ACTIVITY. 811 SHALL BE CALLED FOR EVERY EXCAVATION PROJECT AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
 - FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM SYSTEMS TESTING DEPARTMENT VIA EMAIL AT LOC-TEST-CREW-NOTIFICATION@xcenergy.com, AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
 - SEE REFERENCE DRAWINGS (0929-004.001S01) FOR KNOWN UNDERGROUND UTILITIES.
 - REFER TO CONSTRUCTION SPECIFICATION SECTION 7010 AND THE PROJECT MANUAL FOR ADDITIONAL LOCATE INFORMATION.
 - DRAWINGS SHALL NOT BE RELIED ON AS THE SOLE SOURCE OF INFORMATION REGARDING UNDERGROUND UTILITIES.

SUBSTATION GPS:
 LATITUDE: 40° 12' 59"
 LONGITUDE: -103° 40' 42"

GENERAL ARRANGEMENT LEGEND

THIS PE SEAL IS ONLY APPLICABLE TO THE CURRENT CONSTRUCTION REVISION FOR DRAWING REFERENCE AND REVISION INFORMATION SEE PHYSICAL INDEX SHEET.

REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION
11B	2024/01/31	A.0001481.001.001.002	IFR - PAWNEE GIC MONITOR INSTALL SUB	12A	2024/11/01	TBD	PAWN-GI-2023-14-TPIF	12C	2024/11/01	TBD	PAWN-PI-2023-07-TPIF
11A	2024/01/31	A.0002024.020.001.002	IFR - PAWNEE POWER HOUSE CMT	12B	2024/11/01	TBD	PAWN-GI-2023-14-TAM	12D	2024/11/01	TBD	PAWN-PI-2023-07-TAM

ISSUED BY ENGINEERING DEPT FOR: CONSTRUCTION

THIS MAP/DOCUMENT IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR JOBS. YOUR PERSONAL SAFETY IS PROVIDED FOR BY USING SAFETY PRACTICES, PROCEDURES AND EQUIPMENT AS DESCRIBED IN THE SAFETY TRAINING PROGRAMS, MANUALS AND SPARS.
 INTERNAL INFORMATION. DO NOT COPY OR DISTRIBUTE WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY

PAWNEE 345KV
 GENERAL ARRANGEMENT
 345KV PLAN

PAWN

XcelEnergy 0929-001.001S01

SCALE: NONE REV: 12

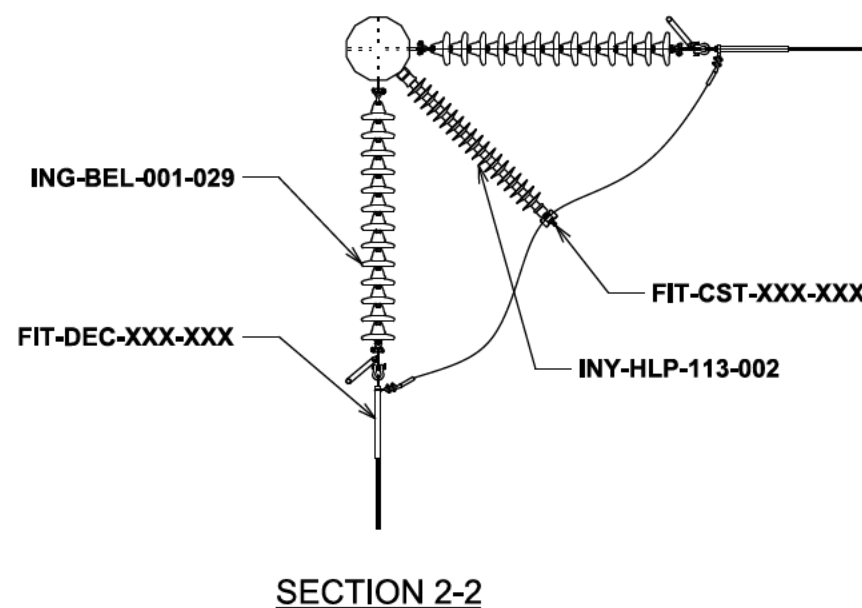
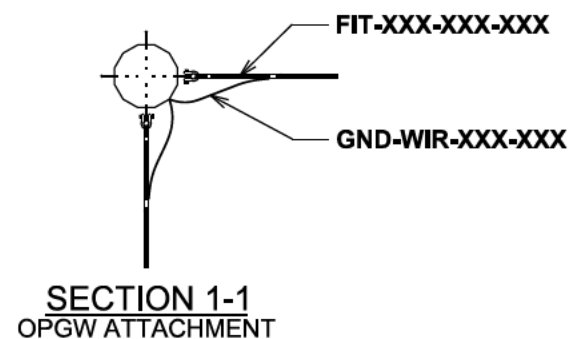
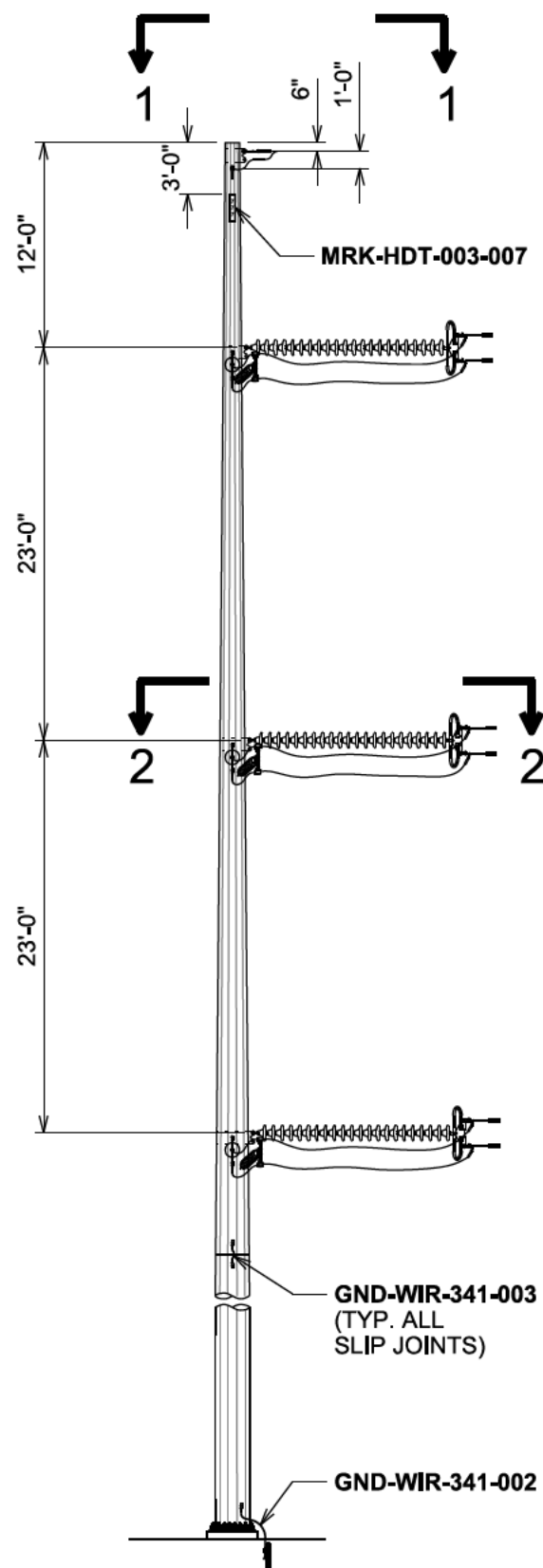
12/2/2024 12:18:47 PM

ASSEMBLY
STR SWDABL00-XXXX
FOR STEEL POLES
STL TXXX7XXX-PSTXXXXX
LD TXXXCXXX

QTY	SUBASSEMBLIES
1	GND-WIR-341-002
2	GND-WIR-341-003
6	ING-BEL-001-029
3	INY-HLP-113-002

MATERIAL TO BE DETERMINED
BASED ON SPECIFIC
CONDUCTOR, SHIELD WIRE,
AND POLE NUMBER

QTY	SUBASSEMBLIES
2	FIT-XXX-XXX-XXX
1	GND-WIR-XXX-XXX
12	CND-DMP-XXX-XXX
3	FIT-CST-XXX-XXX
6	FIT-DEC-XXX-XXX
1	MRK-HDT-003-007
2	SWR-DMP-XXX-XXX



THIS MAP/DOCUMENT IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR JOBS. YOUR PERSONAL SAFETY IS PROVIDED FOR BY USING SAFETY PRACTICES, PROCEDURES AND EQUIPMENT AS DESCRIBED IN THE SAFETY TRAINING PROGRAMS, MANUALS AND SPARS.
INTERNAL INFORMATION. DO NOT COPY OR DISTRIBUTE WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY

MASTER STRUCTURE DRAWING 345kV
STRUCTURE DRAWING - DEADEND - TERMINAL - STEEL - ANGLE
SINGLE POLE DEADEND WITH OPGW

XcelEnergy SWDABL00

SCALE 1/32"=1'-0" REV 1

SWDABL00.DGN

11/13/2017 8:50:41 AM

Appendix H



Approved Driveway Access Permit
Morgan County, Colorado

Driveway Access Code:	DRV24-S-1.084-E-Q	Date:	12-19-24
Property Owner (Permittee):			
Name:	Public Service of Colorado		
Address:	14940 County Road 24		
Address:			
City:	Brush	State:	CO Zip Code: 80723
Phone:		Email:	
Agent of Property Owner (If Applicable)			
Name:	Public Service of Colorado (Kalan Falbo)		
Address:	1123 W. 3rd Ave.		
Address:			
City:	Denver	State:	CO Zip Code: 80223
Phone:		Email:	
Parcel Number:	123119000700		
Legal Description:	S: 19 T:3 R:56 All (Correction Section) EX PARC NW ¼ NW ¼ 400 FT X 600 FT **State Assessed**		
	Latitude:	40.216495	
	Longitude:	-103.697682	
Access onto County Road:	MCR 24		
Driveway Type:	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Existing	
Maximum Width of Approved Driveway is:	40	FEET	
Culvert Required:	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If Yes, Required Size is: <input type="text"/> Inch

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

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

Morgan County, Colorado
Public Works Department


James Rehn
Authorized Morgan County Agent Signature

12-20-24
Date



Application for Driveway Access Permit
Morgan County, Colorado

Instructions for Completing and Submitting Application

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

Application for Driveway Access Permit
Morgan County, Colorado

Terms and Conditions

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

Initial
LTF

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

Application for Driveway Access Permit
Morgan County, Colorado

1. Property Owner (Permittee):

Name: Public Service of Colorado
Address: 14940 County Road 24
City/State/Zip Code: Brush, CO 80723
Phone () [REDACTED] Email: [REDACTED]

2. Agent of Property Owner (If Applicable)

Company/Individual Name Public Service of Colorado
Contact Name (If Applicable) Kalan Falbo
Address: 1123 W. 3rd Ave
City/State/Zip Code: Denver, CO 80223
Phone () [REDACTED] Email: [REDACTED]

3. Legal Description:

See attached Exhibit
Parcel Number: 123-119-000-700

4. Road Access:

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

5. Driveway Type:

(Check One) **New Driveway Existing Driveway X
Desired width of New Driveway 115 Feet.

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

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

Signed by: Kalan Falbo Senior Agent for Public Service Company of Colorado (Xcel Energy)
Property Owner/Agent Signature

December 6, 2024
Date

Submit Completed Application and All Supporting Documents to:

Morgan County Road and Bridge Department
P.O. Box 516
17303 County Road S
Fort Morgan, CO 80701
Or by Email to: rbmorganc@co.morgan.co.us
Phone: (970) 542-3560 Fax: (970) 542-3569

For Office Use only below this line

Determination: Approved Denied (Reason for Denial): _____

GPS Coordinates, Centerline of Driveway in relation to road: Latitude: 40.216495

Maximum Width of Driveway: 40 Feet Longitude: -103.697682

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

Closest Intersecting Road Q Measurement from Closest Intersecting Road 5726 Feet

Driveway Access Code: DRV24-S-1.084-E-Q

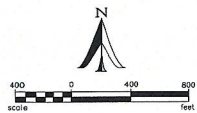
Completed By: [Signature] Date: 12-19-24

SPECIAL USE PERMIT XXX

PAWNEE POWER PLANT

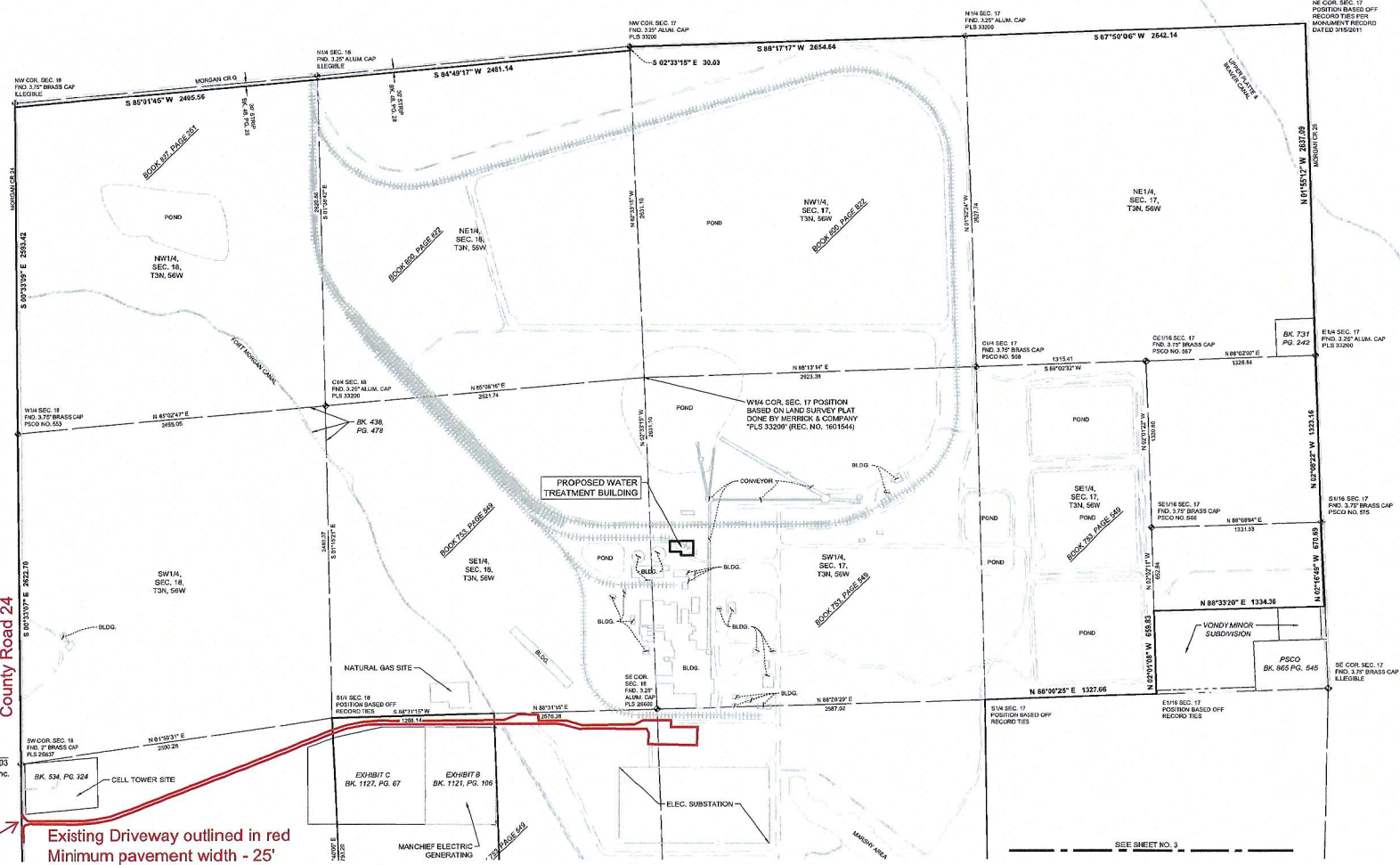
A PART OF SECTIONS 17, 18, 19, AND 20

TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO



LEGEND

- FOUND SECTION COR.
- S.U.P. BOUNDARY SECTION LINE
- FENCE LINE
- EDGE OF UN-PAVED ROAD
- EDGE OF PAVED ROAD
- EDGE OF WATER
- CENTER OF RAILROAD
- EXISTING BUILDING
- PROPOSED BUILDING



Monte L. Stutbeck, PLS 38503
For and behalf of SEH, Inc.

Dated: _____

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

Existing Driveway outlined in red
Minimum pavement width - 25'
Driveway Length - 5,500'

DRIVEWAY INTERSECTION:
40.21646389, 103.69763056

X:\PTP\SCOC\17829150.0 Pawnee Power Plant\9-survey\92-CAD\10-C3d\Pawnee Power Plant_Ground.dwg

	PHONE: 303.586.5800	PUBLIC SERVICE CO. OF COLORADO PAWNEE POWER PLANT	SHEET NO. 2
	2000 S. COLORADO BLVD SUITE 6000 DENVER, CO 80222		
SEH PROJECT NO. 178291-50.0	DATE ISSUED 12/4/2024	SHEET 2 OF 3	

Morgan County Property Card

Parcel Number: 1231-190-00-700

Account Number: R700008

Property

Address

14940 CO RD 24
BRUSH, CO 80723

Physical

Acres: Land Sq Ft:

Property Class

Zoning Value

Planning: HI	Assessed	Actual
Assessor:	Land: \$0	\$0
	Imp: \$0	\$0

Legal Description

Block: Lot:

PLSS: 03N 56W 019

Boundary: ALL (CORRECTION SECTION) EX PARC N

Legal: S: 19 T: 3 R: 56 ALL (CORRECTION SECTION) EX PARC NW1/4NW1/4 400FT X 600FT **STATE ASSESSED**

Owner

Name: PUBLIC SERVICE COMPANY OF COLORAD
Address: P O BOX 1979
DENVER, CO 80201-1979

District 008

Taxing Authorities

School District: School District RE-2 Fire Protection District: --
Water Districts: Special Districts:

Voting Districts

House District: 63 Congressional District: 4 Precinct: 16
Senate District 1 Commissioner District: 3 Town: --

Other

Subdivision: Neighborhood: Condo:

Sales

Most Recent Sale

Sale Date: Document Type: Deed Type:
Sale Price: Document Number:
Grantor:
Grantee:
Remarks:

Appendix I

Appendix I: Adjacent Property Owners

Parcel Number	Account Number	Zoning District	Owner	Owner C/O	Mailing Address	Mailing City	Mailing State	Mailing ZIP	Legal Description
122912000007	R019083	A	BATH, KEITH		16134 CO RD 23	FORT MORGAN	CO	80701	S: 12 T: 3 R: 57 S1/2SE1/4 & SE1/4SW1/4 120 ACRES- PART HOME PLACE
122913000006	R000401	A	BATH, KEITH		16134 CO RD 23	FORT MORGAN	CO	80701	S: 13 T: 3 R: 57 E1/2SE1/4 EX N296FT OF E296FT B861 P689
122924000006	R015500	A	BATH, KEITH		16134 CO RD 23	FORT MORGAN	CO	80701	S: 24 T: 3 R: 57 E1/2NE1/4 N60FT B870 P987
122924001002	R015488	A	BOHL, DAVID & LYNDELL		14963 CO RD 24	FORT MORGAN	CO	80701	Subd: COFFERN-BARON MINOR SUB, FM (24-3-57) Lot: 02 S: 24 T: 3 R: 57 NE1/4NE1/4
123108000004	R004307	A	BOLINGER FARM INC		16184 CO RD 25	FORT MORGAN	CO	80701	S: 08 T: 3 R: 56 SW1/4 B749 P128
123120000901	R800628	A	CITY OF BRUSH		PO BOX 363	BRUSH	CO	80723	S: 20 T: 3 R: 56 E1/2
123121000900	R800627	A	CITY OF BRUSH		PO BOX 363	BRUSH	CO	80723	S: 21 T: 3 R: 56 ALL
123107000006	R004379	A	GRIFFITH LAND COMPANY LLC		16120 CO RD 24	FORT MORGAN	CO	80701	S: 07 T: 3 R: 56 SW1/4 (CORRECTION SECTION) EX B784 P493-494
	M001505	A	GRIFFITH DAIRY INC	STEVE GRIFFITH	16120 CO RD 24	FORT MORGAN	CO	80701	S: 07 T: 3 R: 56 S1/2 MBL HOME TITLE: 15E443279 SERIAL: 45511611J YEAR: 1997 MAKE: SKYLINE SIZE: 16 X 56
123107000010	R002680	A	GRIFFITH LAND COMPANY LLC		16120 CO RD 24	FORT MORGAN	CO	80701	S: 07 T: 3 R: 56 PARC S1/2SE1/4 B815 P080
122913000004	R009729	A	HUPP, BARBARA D & PHILLIP E		15507 CO RD 24	FORT MORGAN	CO	80701	S: 13 T: 3 R: 57 E1/2SE1/4 N296FT OF E296FT B779 P475
123119000001	R017738	HI	JMS BROADCASTING LLC		PO BOX 917	FORT MORGAN	CO	80701	S: 19 T: 3 R: 56 PARC NW1/4NW1/4 600FT X 400FT B1024 P292
123117000002	R004494	A	JONES, WILLIAM GREGORY		23019 CO RD 33.5	HILLROSE	CO	80733	S: 17 T: 3 R: 56 PARC SE1/4NE1/4 295.2FT X 295.2FT B764 P714
	M014372	A	NICHOLS, TRACY		400 WILLARD ST	MARION	KS	66861	S: 17 T: 3 R: 56 SE1/4NE1/4 MBL HOME TITLE: 15E424520 SERIAL: OFB621XWT40053 YEAR: 1974 MAKE: GEER SIZE: 14 X 67
123107000011	R004378	A	KANE, RICHARD JR & CELESTE		16119 CO RD 25	FORT MORGAN	CO	80701	S: 07 T: 3 R: 56 PARC S1/2SE1/4 B815 P080
123116000002	R002860	A	KNOX, ERVIN	PUBLIC SERVICE CO - PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 16 T: 3 R: 56 IMPROVEMENTS ONLY - NW1/4
123108000007	R022556	A	BOLINGER FARM INC		16184 CO RD 25	FORT MORGAN	CO	80701	S: 08 T: 3 R: 56 SE1/4 EX 1500642
123108000008	R022557	A	KROHN, JANET S		16299 CO RD 26	BRUSH	CO	80723	S: 08 T: 3 R: 56 PARC SE1/4 1500642

123109000004	R004329	A	NICHOLS, DEAN A & RACHEL A FAMILY TRUST		PO BOX 274	BRUSH	CO	80723	S: 09 T: 3 R: 56 SW1/4 EX NICHOLS II SUB
123119000700	R700008	HI	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 19 T: 3 R: 56 ALL (CORRECTION SECTION) EX PARC NW1/4NW1/4 400FT X 600FT **STATE ASSESSED**
123117000700	R700005	SZ	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 17 T: 3 R: 56 ALL EX B1177 P472, B980 P138 & B865 P545 **STATE ASSESSED**
123118000700	R700006	SZ	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 18 T: 3 R: 56 ALL (CORRECTION SECTION) **STATE ASSESSED**
123120000700	R700009	HI	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 20 T: 3 R: 56 W1/2 **STATE ASSESSED**
123116000700	R700030	A	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 16 T: 3 R: 56 ALL **STATE ASSESSED**
123117000011	R002678	A	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 17 T: 3 R: 56 IMPROVEMENTS ONLY - PARC E1/2SE1/4 330FT X 330FT
123117000701	R700004	A	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 17 T: 3 R: 56 PARC SE1/4SE1/4SE1/4 B865 P545 **STATE ASSESSED**
123118000001	R016655	SZ	PUBLIC SERVICE COMPANY OF COLORADO	PROPERTY TAX DEPARTMEN T	PO BOX 1979	DENVER	CO	80201-1979	S: 18 T: 3 R: 56 IMPROVEMENTS ONLY - W1/2
122924001001	R019649	A	RUIZ, JOSE ANTONIO		14967 CO RD 24	FORT MORGAN	CO	80701	Subd: COFFERN-BARON MINOR SUB, FM (24-3-57) Lot: 01 S: 24 T: 3 R: 57 PARC NE1/4NE1/4
123117001001	R022542	A	SMITH, DOLA J		15089 CO RD 26	BRUSH	CO	80723	Subd: VONDY MINOR SUB, BR (17-3-56) Lot: 01 S: 17 T: 3 R: 56 PARC SE1/4

123117001002	R022543	A	VONDY, GARY L & DEBRA L		15115 CO RD 26	BRUSH	CO	80723	Subd: VONDY MINOR SUB, BR (17-3-56) Lot: 02 S: 17 T: 3 R: 56 PARC SE1/4 S660FT OF E1320FT EX PARC B760 P40
	M014066	A							S: 17 T: 3 R: 56 SE1/4 MBL HOME TITLE: 15E476620 SERIAL: M604159 YEAR: 1977 MAKE: HOLLY PARK SIZE: 14 X 72
122913000001	R010301	A	ZARBOCK, DONALD EUGENE & DEAN ALLEN		23694 CO RD R	FORT MORGAN	CO	80701	S: 13 T: 3 R: 57 NE1/4

Pawnee Coal to Gas Project
Morgan County Special Use Permit Application – Major Amendment

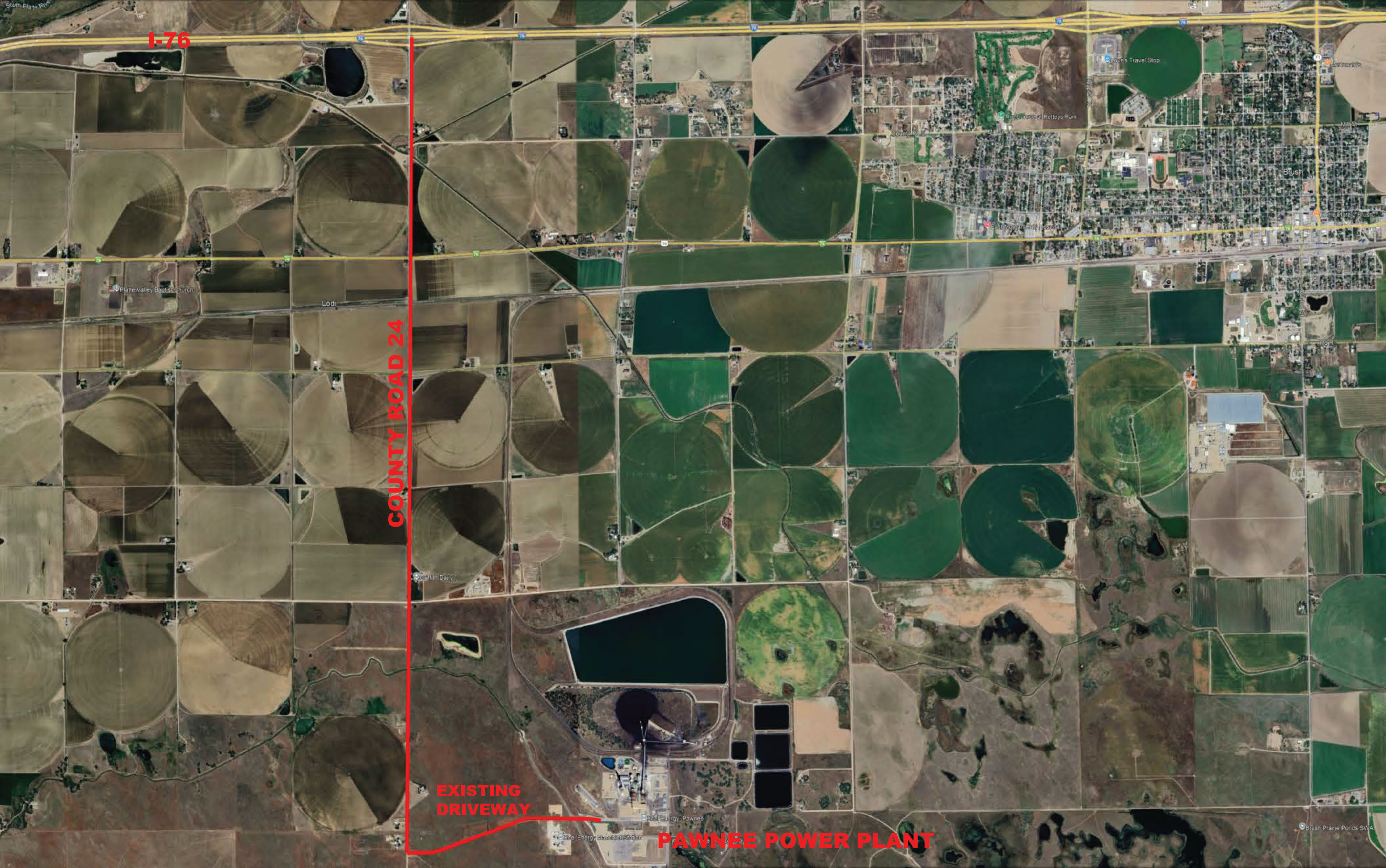
Appendix J

I-76

COUNTY ROAD 24

EXISTING
DRIVEWAY

PAWNEE POWER PLANT



Public Service Of Colorado – Pawnee Power Plant
Coal to Gas Conversion



Figures



Pawnee Coal to Natural Gas Project

**Figure 1
Project Location**

Morgan County, CO

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- US Highway
- State Highway
- Local Road
- Railroad

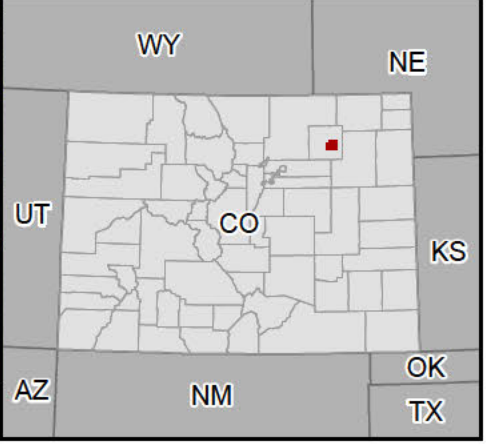
Existing Infrastructure

- Substation
- C Coal Power Generation Plant
- N Natural Gas Power Generation Plant
- 115 kV Transmission Line
- 230 kV Transmission Line
- 345 kV Transmission Line
- Natural Gas Pipeline



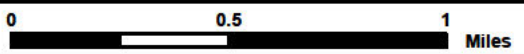
NOT FOR CONSTRUCTION

Reference Map



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1:28,000 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS



Pawnee Coal to Natural Gas Project

Figure 2 Vegetation

Morgan County, CO

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- Railroad

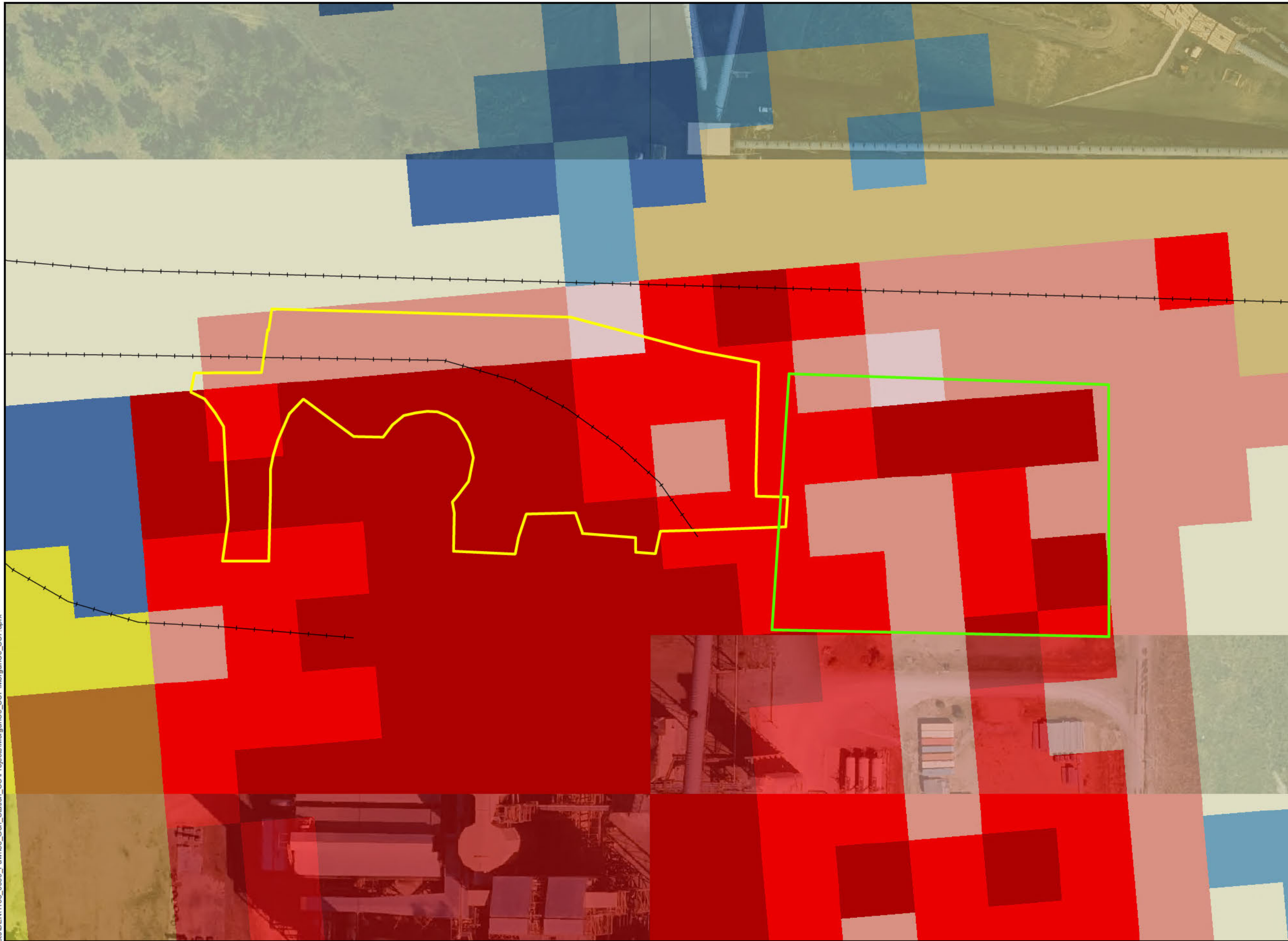
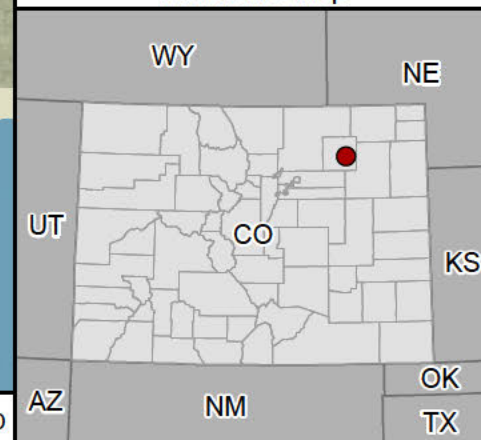
Vegetation Types

- Open Water
- Developed, Open Space
- Developed, Low Intensity
- Developed, Medium Intensity
- Developed, High Intensity
- Shrub/Scrub
- Herbaceous
- Pasture/Hay
- Cultivated Crops
- Emergent Herbaceous Wetlands



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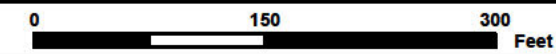
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1:1,500 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS, NLCD

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- Local Road
- Railroad

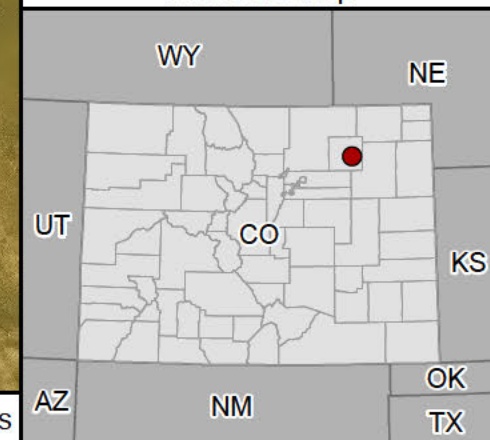
Landform Type

- Quaternary Eolian Deposits
- Quaternary Gravels and Alluviums



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Reference Map





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
**Figure 4
Colorado Parks & Wildlife -
High Priority Habitat**

Morgan County, CO

Project Features

-  Limits of Disturbance
-  Temporary Laydown Yard

Transportation



-  Local Road
-  Railroad

CPW High Priority Habitat

Rule 309.e1 - Other Consultation Habitat

-  Bald Eagle Active Nest Site - 1/2-mile Buffer
-  Bald Eagle Roost Site

Rule 1202.d - Density Habitat

-  Mule Deer Severe Winter Range
-  Mule Deer Winter Concentration Area

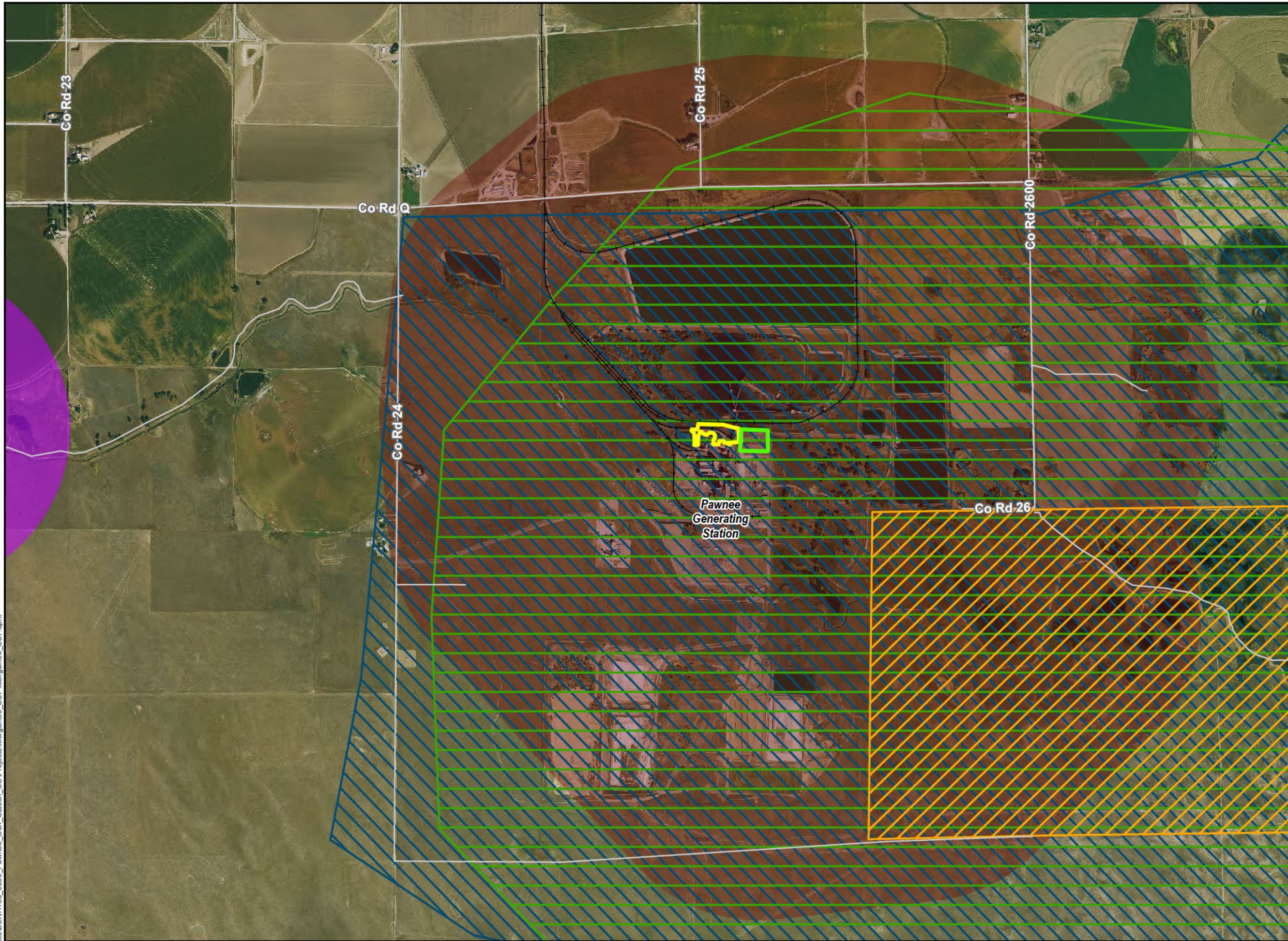
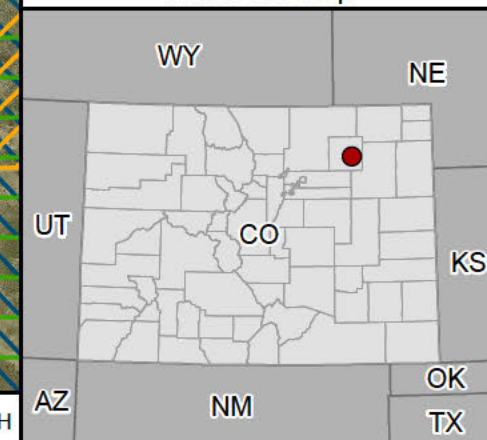
Rule 1202.c - No Surface Occupancy Habitat

-  Brush Prairie Ponds State Wildlife Area



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Reference Map



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**Figure 5
Water Resources**

Morgan County, CO

Project Features

- Limits of Disturbance
- Temporary Laydown Yard

Transportation

- Railroad

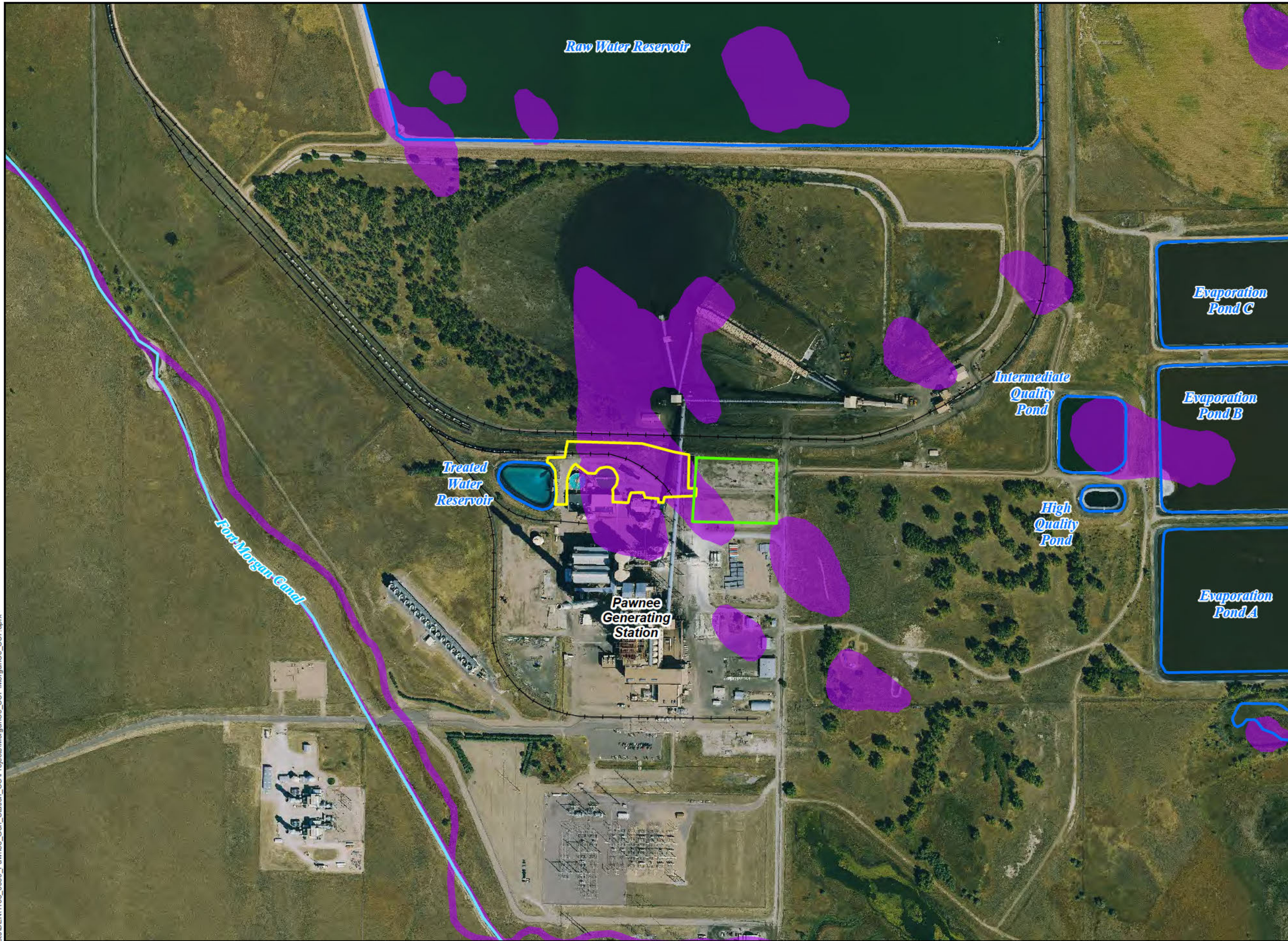
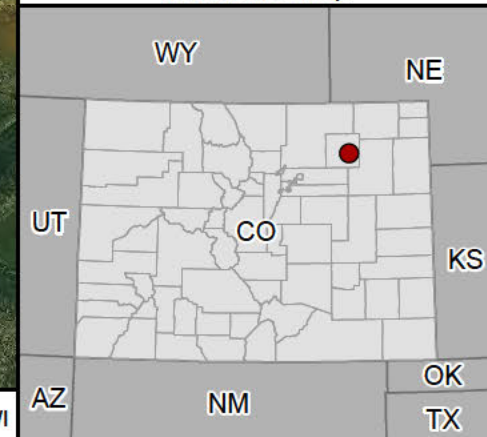
Water Resources

- Stream/Canal
- Waterbody
- NWI Wetland



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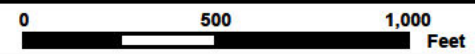
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1:6,000 NAD 1983 StatePlane Colorado North FIPS 0501 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS, NHD, NWI