

| PLANNING COMMISSION 6:00 P.M. | FEBRUARY 10, 2025 |
THE HILL EVENT CENTER REZONING

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MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

January 9, 2025

NYH Solutions/The Hill Event Center, LLC
PO Box 768
Brush, CO 80723
Sent via email: [REDACTED]

Dear Applicant/Landowner:

Your Application for a Rezoning has been received by our office and will go to review and decision by the Planning Commission and Board of County Commissioners. The hearing for the Planning Commission will be held on **Monday, February 10, 2025 at 6:00 P.M.**

As per Section 2-280(B), notification sign postings need to occur no later than 14 days prior to each hearing and photographs accompanied by an affidavit to our office no later than 10 days prior to each hearing. One sign facing each public right-of-way adjacent to the property is required. The county will provide (1) sign for the entrance at Highway 6. It is up to you to post it.

Planning Commission sign notice dates: **Posted by January 27, 2025**
Pictures and Affidavit by January 31, 2025
The PC sign will be ready to be picked up in our office on **January 21, 2025.**

It is necessary that the landowners be present at the hearing to answer any questions the Planning Commission 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
February 5, 2025
February 10, 2025 Hearing Date**

**APPLICANT: NYH Solutions – Ashley and Robert Farnam
LANDOWNER: The Hill Event Center, LLC - Ashley and Robert Farnam**

NYH Solutions has submitted an application to rezone a parcel of land in the SW1/4 of Section 31, Township 4 North, Range 55 West of the 6th PM, Morgan County, Colorado. Addressed as 29870 US Highway 6, Brush, CO 80723. The permitted area is approximately 47.8 acres, in the Brush Rural Fire Protection District, and is currently zoned Agricultural/Agri Business.

The request is to rezone the property from Agricultural/Agri Business to Commercial. This property formerly housed a livestock auction facility, a restaurant, and different retail shops. The Applicant desires to rezone the property to allow for more commercial opportunities, including possibly a general community space with a potential restaurant, outdoor entertainment space and eventually a firearm and archery range for youth programs and law enforcement agencies.

In addition to the rezoning application, packets for the Planning Commission include referral responses from Xcel Energy and the City of Brush.

Review

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

Section 2-285 Special Use Permit Criteria:

- (A) The rezoning is consistent with the provisions of the Morgan County Comprehensive Plan. The property is located in the southeast planning area.

Chapter 2 – Plan Summary
A – Economic Development

Goal – Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.
Rezoning the historic property will allow for diverse land use opportunities for the community.

- (B) The rezoning is compatible with surrounding zone districts.
The parcel to the north is zoned commercial, property to the east and south is zoned Agricultural Production, the Brush Airport property to the west is zoned Light Industrial, and the other property to the west is zoned Agricultural/Agri Business. With this mix of surrounding zoning, commercial zoning is compatible.
- (C) It is in the best interests of or furthers the health, safety, or general welfare of the citizens of Morgan County; and either:
- (1) Conditions in the area of the proposed rezoning or in adjacent areas have changed or are changing to such a degree as to warrant the rezoning; or
 - (2) The property was zoned in error under the current zoning.

The area has changed and is moving away from solely Agricultural/Agri Business uses and into an area diverse with commercial and industrial uses. Rezoning creates an area of economic development in the County.

Nicole Hay,
Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Original Application

Right to Farm



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

EMAIL: permits_licensing@co.morgan.us

PERMIT # R2P2025 - 0001

Date Received <u>12/19/24</u>	Received By <u>CB</u>
App Fee \$ <u>750.00</u>	CK/CC #: <u>5043</u> Paid <u>12/19/24</u>
Recording Fee \$ _____	CK/CC #: _____ Paid <u>/ /</u>
PC Date: <u>/ /</u>	BOCC Date: <u>/ /</u>
100 Year Floodplain? <u>Y/N</u>	Taxes Current? <u>Y/N</u>

REZONING PERMIT APPLICATION

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

APPLICANT

Name NYH Solutions
 Address PO Box 768
Brush CO 80723
 Phone [REDACTED]
 Email [REDACTED]

LANDOWNER

Name The Hill Event Center, LLC
 Address PO Box 768
Brush CO 80723
 Phone [REDACTED]
 Email [REDACTED]

BRIEF DESCRIPTION OF APPLICATION

rezoning from AB to commercial

PROPERTY LEGAL DESCRIPTION

Address (if available):

29870 US HWY 6 Brush CO 80723 - Parcel A

S: 31 T: 4N R: 55W _____ $\frac{1}{2}$ _____ $\frac{1}{4}$ SW $\frac{1}{4}$

Parcel #: 1035 - 31 - 00 - 0004

Subdivision: _____

Property Size 50.01 (sq. ft. or acres)

Zone District: A/B

Lot #(s): _____

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

SEE REQUIRED ATTACHMENT LIST

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.

REZONING PERMIT REQUIRED ATTACHMENT LIST

Fee:

- Non-Refundable Application Fee**

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

Project Narrative:

- Narrative– Including the following:**

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

Ownership:

- Current title insurance commitment (last 6 months)**

Impacts:

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

Map & Plans:

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

REZONING PERMIT REQUIRED ATTACHMENT LIST CONT.

Ownership: **Current title insurance commitment (last 6 months)**

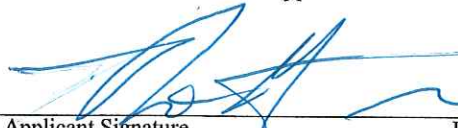
- Miscellaneous:**
- Right to Farm Policy** signed by Landowner(attached)
 - ___ # **Paper Application sets**
 - ___ **Digital Copy of Application** (One sided only)
 - Posted Public Notice Verification:**
 - Notarized affidavit with photographs from a distance & close-up
This must be submitted PRIOR to Planning Commission hearing and PRIOR to Morgan County Board of Commissioners hearing

Additional Information required by staff: The Hill Event Center LLC Statement of Authority -
Statement of Trade Name of a Reporting Facility. (WTH Solutions)

APPLICANT & LANDOWNERS **MUST** SIGN APPLICATION

APPLICANT & LANDOWNER'S STATEMENT


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



Applicant Signature

12/19/24

Date



Landowner Signature

12/19/24

Date

Applicant 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.

[Handwritten Signature] _____ Date 12/19/29
 Signature _____
 Robert Farnham, manager
 Printed Name _____
 PO Box 768
 Address _____
 Brush CO 80723

To Be Signed by Landowner

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

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



RZP2025-0001 | Rezoning Permit

Receipt Number: 545480

January 2, 2025

Payment Amount: \$750.00

<i>Transaction Method</i>	<i>Payer</i>	<i>Cashier</i>	<i>Reference Number</i>
Check	Ashley Farnham	Jenafer Santos	5043

Comments

Paid on 12/19/2024

Assessed Fee Items

Fee items being paid by this payment

<i>Assessed On</i>	<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed</i>	<i>Amount Paid</i>	<i>Balance Due</i>
01/02/25	Rezoning		\$750.00	\$750.00	\$0.00
<i>Totals:</i>			\$750.00	\$750.00	
				Previous Payments	\$0.00
				Remaining Balance Due	\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
29870 HWY 6 BRUSH, CO 80723	HILL EVENT CENTER LLC	P O BOX 768 BRUSH, CO 80723	

Description of Work

Rezoning from A/B to Commercial in order to have more opportunities for growth under Commercial Zoning.

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.coloradosos.gov.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20238269238</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>The Hill Event Center, LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

NYH Solutions

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

general property management

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Farnam	Robert		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 768			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Brush	CO	80723	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country – if not US)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

STATEMENT OF AUTHORITY

- 1. This Statement of Authority relates to an entity¹ named THE HILL EVENT CENTER, LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- 2. The entity is a:
 - corporation
 - nonprofit corporation
 - limited liability company
 - general partnership
 - limited partnership
 - other: _____
 - registered limited liability partnership
 - registered limited liability limited partnership
 - limited partnership association
 - government or governmental subdivision or agency
 - trust (Section 38-30-108.5, C.R.S.)
- 3. The entity is formed under the laws of: Colorado
- 4. The mailing address for the entity is: PO Box 768, Brush, CO 80723
- 5. The X name X position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
 - Robert G. Farnam, Member/Manager
 - Danny J. Blake, Member
 - A&T Countryside Investments, LLC, Member
- 6.² The authority of the foregoing person(s) to bind the entity is not limited limited as follows:
- 7. Other matters concerning the manner in which the entity deals with interests in real property:

Executed this 8th day of January, 2024.

THE HILL EVENT CENTER, LLC

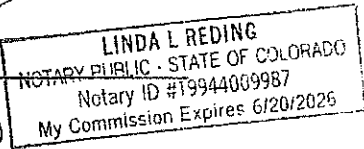
BY: *Robert G. Farnam* *member, manager*
Robert G. Farnam, Member/Manager

State of Colorado

County of Morgan

Signed and sworn to before me the 8th of January, 2024, by Robert G. Farnam, the Member/Manager of The Hill Event Center, LLC, on behalf of the Limited Liability Company.

Linda L Reding
Notary Public



Affix stamp/seal:

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

APPLICANT NARRATIVE

Re-Zoning Project Narrative

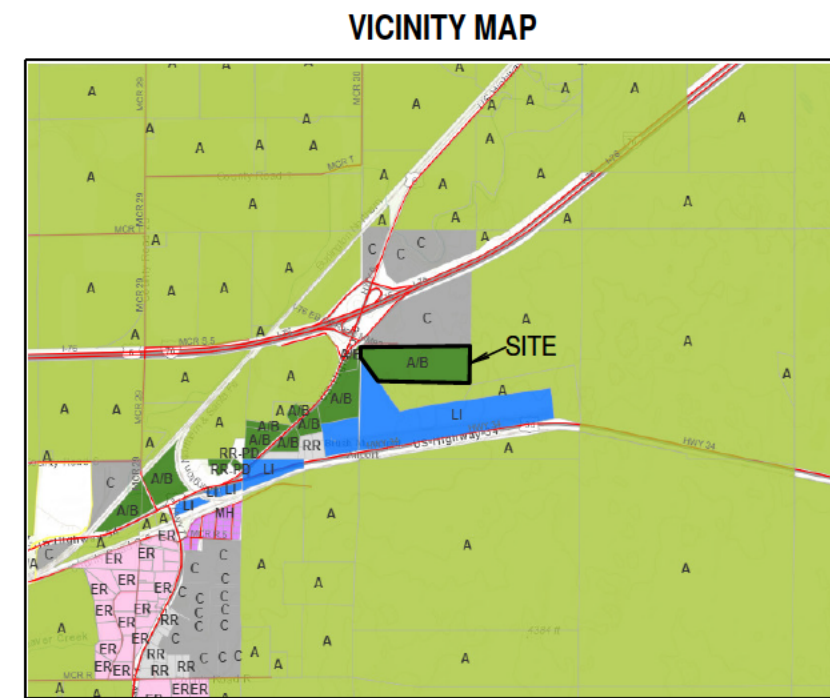
The Hill Event Center, LLC dba NYH Solutions

We are requesting that the property at 29870 US HWY 6, Brush, CO 80723 (Parcel A) be re-zoned from AB to Commercial. Historically this property housed a livestock auction facility and as such met the requirements of AB. However, we purchased this property in hopes to offer Morgan County a general community space that would be available to rent and to potentially include restaurant facilities, outdoor entertainment space, and eventually a firearm and archery range for use by club members, 4H and FFA youth programs and law enforcement agencies from several surrounding counties. The possibilities are endless for this property and while we have not settled on a final comprehensive plan, the business uses would no longer fall under AB zone requirements and commercial zoning would be more appropriate to meet the criteria of section 2-285 and be more in line with the adjacent commercial properties that neighbor this facility. This re-zoning request will help achieve our goal to preserve and repurpose this much loved piece of local history for the long term enjoyment and prosperity of Morgan and surrounding counties.

SITE PLAN / MAPS

HILL EVENT CENTER, LLC REZONE MAP

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
COUNTY OF MORGAN, STATE OF COLORADO



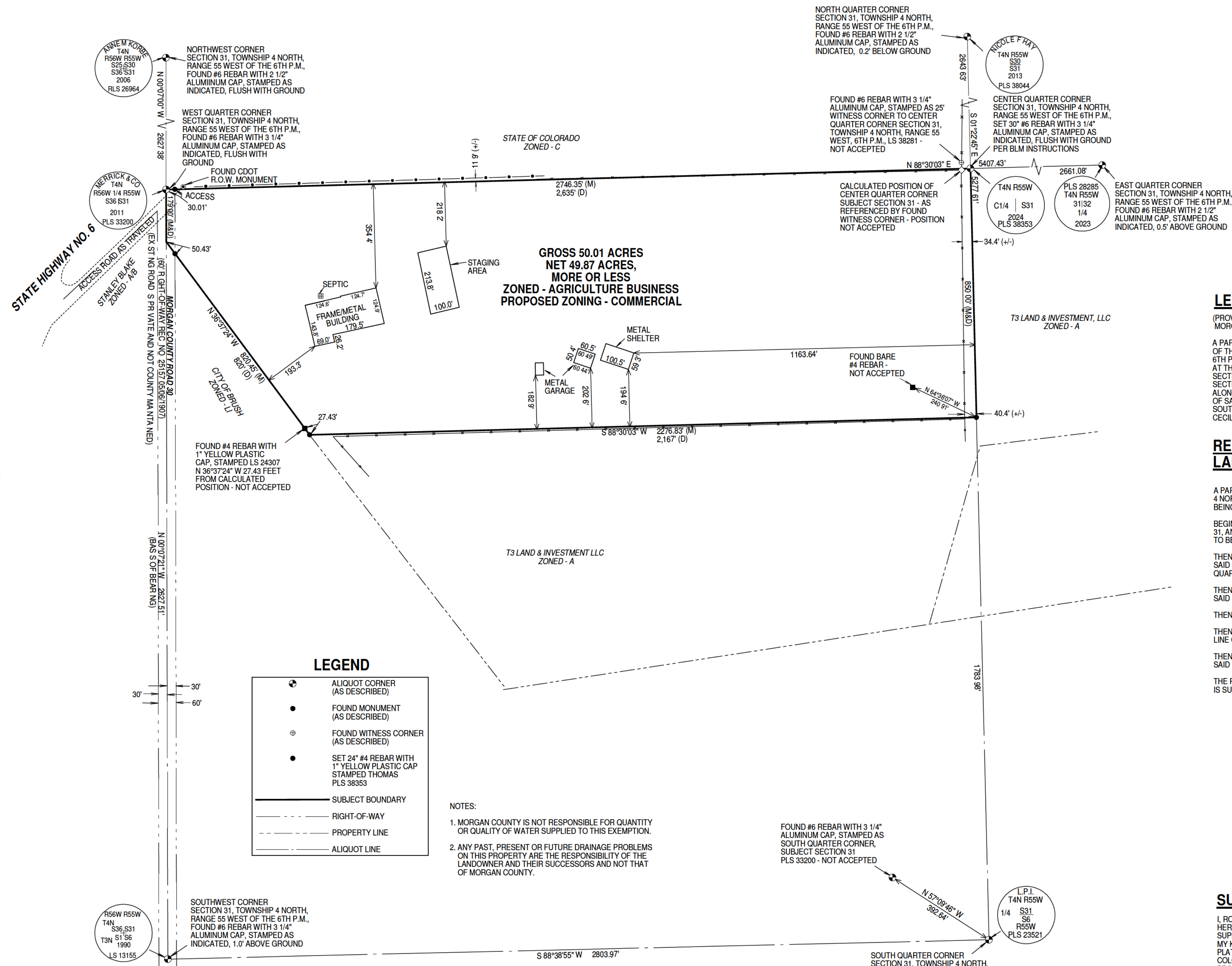
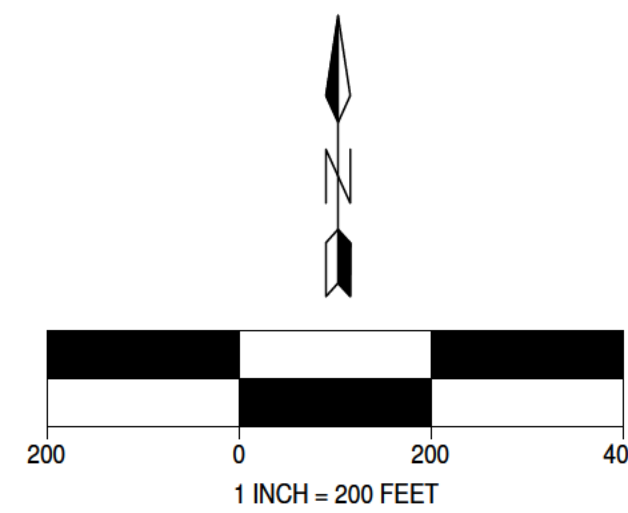
(NOT TO SCALE)

FLOODPLAIN CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS NOT LOCATED WITHIN THE ZONE A FLOOD HAZARD BOUNDARY ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCIES FLOOD INSURANCE RATE MAP (NATIONAL FLOOD INSURANCE PROGRAM) COMMUNITY PANEL NO. 08087C0490E EFFECTIVE DATE: MAY 18, 2021.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF STEWART TITLE SERVICES CO, INC. TITLE COMMITMENT NO. NCT25132 DATED JULY 29, 2024 AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE EASEMENTS OR TITLE OF RECORD. THOMAS LAND SURVEYING, LLC RELIED ON SAID COMMITMENT, EXCLUSIVELY, FOR ALL EASEMENTS AND RIGHTS-OF-WAY. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT SAID TITLE COMMITMENT MAY DISCLOSE.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, 18 U.S.C. 1858 (2009).
5. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.



LEGEND	
	ALIQUOT CORNER (AS DESCRIBED)
	FOUND MONUMENT (AS DESCRIBED)
	FOUND WITNESS CORNER (AS DESCRIBED)
	SET 24\"/>
	SUBJECT BOUNDARY
	RIGHT-OF-WAY
	PROPERTY LINE
	ALIQUOT LINE

NOTES:
1. MORGAN COUNTY IS NOT RESPONSIBLE FOR QUANTITY OR QUALITY OF WATER SUPPLIED TO THIS EXEMPTION.
2. ANY PAST, PRESENT OR FUTURE DRAINAGE PROBLEMS ON THIS PROPERTY ARE THE RESPONSIBILITY OF THE LANDOWNER AND THEIR SUCCESSORS AND NOT THAT OF MORGAN COUNTY.

BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 55 WEST OF THE 6TH P.M., IS ASSUMED TO BEAR NORTH 00°07'21\"/>

OWNER: HILL EVENT CENTER, LLC
29870 HIGHWAY 6, BRUSH, CO, 80723
970-222-4527
PREPARED BY: THOMAS LAND SURVEYING, LLC
2619 WEST 11TH STREET ROAD, SUITE 24
GREELEY, COLORADO 80634
TELEPHONE: (970) 304-0984

LEGAL DESCRIPTION - PROVIDED

(PROVIDED BY WARRANTY DEED RECORDED JANUARY 9, 2024 AT RECEPTION NO. 949493, MORGAN COUNTY RECORDS)

A PARCEL OF LAND DESCRIBED AS THE NORTH 850 FEET LYING WEST OF THE BRUSH AIRPORT OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 55 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OR NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE EAST LONG THE NORTH SIDE 2,635 FEET TO THE CENTER OF SAID SECTION 31 OR THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE EAST SIDE OF SAID SOUTHWEST QUARTER 850 FEET TO A POINT ON THE WEST SIDE OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE NORTH ALONG THE WEST SIDE OF SAID SOUTHWEST SECTION 31, 179 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY CECIL J. OSBORN RECORDED OCTOBER 5 IN BOOK 732 AT PAGE 167.

REZONING BOUNDARY - AS SURVEYED BY THOMAS LAND SURVEYING, LLC

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 55 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 TO BEAR NORTH 00°07'21\"/>

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 50.01 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S CERTIFICATE

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

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38353

DATE

PROOF OF OWNERSHIP

Title Insurance Commitment

NORTHERN COLORADO TITLE SERVICES CO., INC.
205 W. KIOWA AVENUE
FORT MORGAN, CO 80701
TELEPHONE (970)867-0233 *** FAX (970)867-7750

DATE: July 29, 2024
ORDER NO.: NCT25132
PROPERTY ADDRESS: 29870 HIGHWAY 6, Brush, CO 80723

OWNER/PURCHASER: THE HILL EVENT CENTER, LLC
TO BE DETERMINED

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

_____ To: ASHLEY FARNAM

ATTN: ASHLEY

Fax No.:

_____ To:

ATTN:

Fax No.:

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

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

_____ COMMITMENT

_____ OWNERS TITLE POLICY

AMT DUE IS ON SCHEDULE A (INVOICE)

_____ PROPERTY REPORT

_____ MORTGAGEES TITLE POLICY

AMT DUE IS ON PROPERTY REPORT
(INVOICE)

_____ MORTGAGE/FORECLOSURE GUARANTY

_____ DOCUMENTS

_____ SURVEY / ILC

_____ OTHER / INVOICE



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

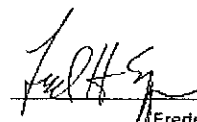
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

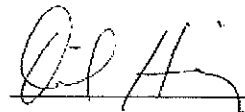
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective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

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





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.: NCT25132

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.: NCT25132

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.: NCT25132

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.: NCT25132

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.: NCT25132
Issuing Office File No.: NCT25132
Property Address: 29870 HIGHWAY 6, Brush, CO 80723

1. Commitment Date: **July 29, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (07/01/21)	TBD	\$200.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$200.00

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

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

Fee Simple

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

THE HILL EVENT CENTER, LLC

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File No.: NCT25132

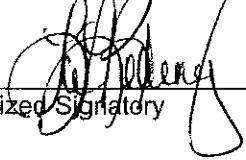
010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)




SCHEDULE A
(Continued)


stewart
title guaranty company

Northern Colorado Title Services Co., Inc.


Authorized Signatory




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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File No.: NCT25132

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



SCHEDULE A
(Continued)

5. The Land is described as follows:

PARCEL A:

A parcel of land described as the North 850 feet lying West of the Brush Airport of the SW1/4 of Section 31, Township 4 North, Range 55 West of the 6th P.M., Morgan County, Colorado, more particularly described as: Commencing at the W1/4 corner or NW corner of said SW1/4 Section 31; thence East along the North side 2635 feet to the center of said Section 31 or the NE corner of said SW1/4; thence South along the East side of said SW1/4 850 feet; thence West parallel to the North side of said SW1/4 2167 feet to a point on the East side of said Brush Airport; thence N34°45'W along the East side of said Brush Airport 820 feet to a point on the West side of said SW1/4 of Section 31; thence North along the West side of said SW1/4 Section 31, 179 feet to the point of beginning, according to Survey by Cecil J. Osborn recorded October 5 in Book 732 at page 167.

PARCEL B:

That part of the NE1/4 SE1/4 of Section 36, Township 4 North, Range 56 West of the 6th P.M., Morgan County, Colorado, commencing at the East Quarter Corner of said Section 36, thence South 44°36'31" West along the South Right-of-way line of Highway I 80-S and Hwy. No. 6 interchange 590.4 feet; thence South 21°19' West 76 feet; thence North 44°36'31" East parallel to and 30 feet at right angles to the said South Right-of-way Line of Highway I-80S and Highway 6, 420 feet; thence North 53°00' East 60 feet thence North 63°30' East 59 feet; thence South 34°35' East 70 feet to the East side of said NE1/4 SE1/4 of Section 36; thence North 2°20' East along the East side of said NE1/4 SE1/4 of Section 36, 187 feet to the point of beginning.

NOTE: Any conveyance or encumbrance of the above property should include the following: "Together with an easement for pipeline purposes as described in Book 732 at Page 500 and together with an easement for pipeline purposes as described in Book 732 at Page 701 as: That part of the NE1/4SE1/4 of Section 36, Township 4 North, Range 56 West of the 6th P.M., commencing at the East Quarter Corner of said Section 36, thence South 44°36'33" West along the South Right-of-way line of Highway 180-S and Highway No. 6 Interchange, 590.4 feet; thence South 21°19' West 76 feet; thence South along said East line of the Right-of-way of Highway No. 6, approximately 470 feet, more or less, which point would be the commencement of the water pipeline on this property, thence in an Easterly direction through the subject property and being 15 feet in width." This is for information only and said easement will not be insured on the final policy.

and commonly known as (for informational purposes only): **29870 HIGHWAY 6, BRUSH, CO 80723**

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File No.: NCT25132

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.: NCT25132

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 THE HILL EVENT CENTER, LLC to TO BE DETERMINED, conveying the land described herein.
 - b. Release of Deed of Trust from THE HILL EVENT CENTER, LLC to the Public Trustee of Morgan County for the use of STOCKMENS BANK dated January 8, 2024, filed for record on January 9, 2024 at Reception No. 949494, in the principal sum of \$400,000.00.
 - 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.

NOTE: Statement of Authority for THE HILL EVENT CENTER, LLC, recorded JANUARY 9, 2024, at Reception No. 949491, discloses the following person(s) have the authority to execute documents affecting title on behalf of the entity:
ROBERT G. FARNAM, MEMBER/MANAGER
DANNY J. BLAKE, MEMBER
A&T COUNTRYSIDE INVESTMENTS, LLC, MEMBER

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.: NCT25132

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.: NCT25132.

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



SCHEDULE B PART II

(Continued)

PARCEL A:

8. Reservation as contained in United States Patent recorded MARCH 1, 1915 in Book 107 at Page 68 as follows: Right of way for ditches or canals constructed by the authority of the United States.
9. Right of way for ROAD purposes as specified in ROAD PETITION recorded JUNE 24, 1909 in Book 73 at Page 11, said road to be not less than 60 feet in width.
10. Easement and right of way for COMMUNICATION purposes as granted by HENRY GONSTEN to THE COLORADO TELEPHONE CO. as contained in instrument recorded NOVEMBER 14, 1910 in Book 77 at Page 481, the location of said easement and right of way are more specifically defined in said document.
11. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by T.H. REDISS in the instrument to ELMORE FRIES recorded SEPTEMBER 15, 1952 in Book 507 at Page 221, and any and all assignments thereof or interests therein.
12. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by ELMORE FRIES in the instrument to MERLE M. MITCHELL, DONALD M. MITCHELL, RICHARD W. MITCHELL and GENE T. MITCHELL recorded AUGUST 20, 1955 in Book 559 at Page 298, and any and all assignments thereof or interests therein.
13. All interest in oil, gas and other mineral rights as reserved by MITCHELL LAND AND LIVESTOCK, INC. in DEED to GENE T. MITCHELL recorded DECEMBER 19, 1966 in Book 699 at Page 148, and all the remaining interest in all oil, gas and other mineral rights as reserved by GENE T. MITCHELL in Deed to BRUSH LIVESTOCK COMMISSION COMPANY recorded OCTOBER 5, 1972 in Book 732 at page 168, and any and all assignments thereof or interests therein.
14. Terms, conditions, provisions, agreements, burdens and obligations as contained in AGREEMENT between GENE T. MITCHELL and BRUSH LIVESTOCK COMMISSION, INC. recorded DECEMBER 21, 1972 in Book 733 at Page 370.
15. Easement and right of way for ROAD purposes as reserved by GENE T. MITCHELL in instrument to BRUSH LIVESTOCK COMMISSION COMPANY as contained in instrument recorded OCTOBER 5, 1972, in Book 732 at Page 168, the location of said easement and right of way are more specifically defined in said document.

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File No.: NCT25132

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



SCHEDULE B PART II

(Continued)

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.

PARCEL B:

17. Right of way for ROAD purposes as specified in ROAD PETITION recorded JUNE 23, 1898 in Book 15 at page 259, said road to be not less than 60 feet in width.
18. Right of way for ROAD purposes as specified in ROAD PETITION recorded JUNE 24, 1909 in Book 73 at page 11, said road to be not less than 60 feet in width.
19. Easement and right of way for road purposes over the East 30 feet of the SE1/4 of Section 36, Township 4 North, Range 56 West, as granted to Morgan County by the State of Colorado in instrument recorded August 11, 1911 in Book 84 at Page 182.
20. All rights to any and all minerals, ores and metals of any kind and character and all coal, asphaltum, oil, gas or other like substance in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved by the State of Colorado in Patent to Gladys S. Joslin and Estate of C.F. Brinker, recorded January 30, 1945 in Book 414 at Page 284, and any and all assignments thereof or interests therein.
21. All interest in oil, gas and other mineral rights as reserved by T. H. REDISS in DEED to MILTON UHLENHOPP recorded DECEMBER 4, 1962 in Book 665 at Page 413, and any and all assignments thereof or interests therein.
22. Deed of Trust from THE HILL EVENT CENTER, LLC to the Public Trustee of Morgan County for the use of STOCKMENS BANK dated January 8, 2024, filed for record on January 9, 2024 at Reception No. 949494, in the principal sum of \$400,000.00.
23. Easement and right of way for ACCESS and TO PLACE AND MAINTAIN SIGNS purposes as reserved by T. H. REDISS in instrument to MILTON UHLENHOPP as contained in instrument recorded DECEMBER 4, 1962, in Book 665 at page 413, the location of said easement and right of way are more specifically defined in said document.
24. Easement and right of way for INGRESS and EGRESS purposes as reserved by MILTON UHLENHOPP in instrument to BRUSH LIVESTOCK COMMISSION COMPANY, INC. as contained in instrument recorded OCTOBER 19, 1972, in Book 732 at page 405, the location of said easement and right of way are more specifically defined in said document.

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.: NCT25132

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



SCHEDULE B PART II

(Continued)

25. Easement and right of way for CONSTRUCTION AND MAINTENANCE OF PIPELINE purposes as granted by JOHN J. HIGGINS to BRUSH LIVESTOCK COMMISSION COMPANY, INC. as contained in instrument recorded OCTOBER 26, 1972 in Book 732 at Page 500, the location of said easement and right of way are more specifically defined in said document.
26. Easement and right of way for CONSTRUCTION AND MAINTENANCE OF PIPELINE purposes as granted by MILTON UHLENHOPP to BRUSH LIVESTOCK COMMISSION COMPANY, INC. as contained in instrument recorded NOVEMBER 8, 1972 in Book 732 at Page 701, the location of said easement and right of way are more specifically defined in said document.
27. 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.

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.: NCT25132

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

Stewarts 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

IMPACT STATEMENTS

Brush Fire Department

City of Brush

Morgan County Sheriff's Office



Brush Volunteer Fire Department

*Proudly Volunteering Since
1907*

The Brush Volunteer Fire Department has no concerns about the Livestock on the Hill property changing to a commercial property.



Ashley Farnam [REDACTED]

impact statement

Tyler Purvis [REDACTED]
To [REDACTED]

Fri, Aug 9, 2024 at 12:35 PM

Ashley

We see the concept of utilization of the property as an event center and restaurant as very beneficial for the community. Any increased traffic flows upon City roads are of no concern. One aspect that we would like to speak with the ownership of the property about is the water line and its proposed utilization and subsequent requirements that it may cross into. I know that last sentence is vague, but I'll leave it at that in an email so it can be communicated and discussed more thoroughly in conversation. Please let me know when everyone will be available to discuss further. Our Public Works Director, Dale Colerick will be the one leading the conversation.

Thank you.

Tyler Purvis
City of Brush!
Community Development Director /
Assistant City Administrator

O. [REDACTED]
C. [REDACTED]

From: Tyler Purvis
Sent: Friday, August 2, 2024 2:43 PM
To: [REDACTED]
Subject: impact statement

[Quoted text hidden]



MORGAN COUNTY SHERIFF'S OFFICE

*"Integrity and Professionalism-
Our Foundation For Service"*

www.morgansheriff.net

Dave Martin, Sheriff
801 E. Beaver Avenue
Fort Morgan, CO 80701

Date: October 17, 2024
To: Ashley Farnam
Morgan County Planning and Zoning
From: Sheriff Dave Martin
Re: Re-zoning Application

My office has been asked to provide any statement of concern that we have regarding the re-zoning of property located at 29870 Hwy 6, Brush, Colorado.

The Morgan County Sheriff's Office has no concerns related to the re-zoning of this property.

ADDITIONAL APPLICATION INFORMATION

Tax Account Statement

Morgan County Treasurer

Statement of Taxes Due

Account Number R002781
Assessed To

Parcel 103531000004
BRUSH LIVESTOCK OF COLORADO INC
P O BOX 948
BRUSH, CO 80723-0948

Legal Description	Situs Address
S: 31 T: 4 R: 55 PARC SW1/4 B919 P62I (CORRECTION SECTION)	29870 HWY 6

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$12,966.08	\$0.00	\$0.00	(\$12,966.08)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/23/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 004 - 004 - RE 2J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5530000	\$2,836.75	SPECIAL PURPOSE -	\$86,040	\$24,010
ROAD AND BRIDGE FUND	7.5000000	\$1,088.10	LAND		
SOCIAL SERVICES FUND	2.0000000	\$290.16	SPECIAL PURPOSE -	\$433,930	\$121,070
BRUSH RURAL FIRE DIST	3.3790000*	\$490.22	IMPS		
E MORGAN COUNTY HOSPITAL	4.5000000	\$652.86	Total	\$519,970	\$145,080
E MORGAN COUNTY LIBRARY	3.5000000	\$507.78			
RE 2-J BRUSH GENERAL FD	27.0000000	\$3,917.16			
RE 2-J BRUSH M/L OVRD	9.1930000	\$1,333.72			
RE 2-J BRUSH BOND RED	12.7470000	\$1,849.33			
Taxes Billed 2023	89.3720000	\$12,966.08			

* Credit Levy

*****TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK*****
Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

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

LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification

Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

January 17, 2025

Dear Neighboring Landowners:

NYH Solutions as applicant and The Hill Event Center, LLC as landowner, have submitted an application to our office requesting to rezone the following parcel from Agricultural/Agri Business (A/B) to Commercial (C).

Legal Description: A parcel located in the SW¼ of Section 31 Township 4 North, Range 55 West of the 6th P.M., Morgan County, Colorado. Also known as 29870 US HWY 6, Brush, CO 80723.

This application is scheduled to be heard by the Planning Commission on **Monday, February 10, 2025 at 6:00 P.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level) Fort Morgan, Colorado. Landowners within 1,320 feet of the subject property are notified of the application and hearing date.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearing and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **February 4, 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

HILL EVENT CENTER LLC
P O BOX 768
BRUSH, CO 80723

T3 LAND & INVESTMENT LLC
P O BOX 408
BRUSH, CO 80723

WESTERN EQUIPMENT & TRUCK INC
2055 1ST AVE
GREELEY, CO 80631

ACKERMAN, DEAN & DONNA
22935 CO RD 33
LA SALLE, CO 80645

BLAKE, STANLEY
29850 HWY 6
BRUSH, CO 80723

ARTEAGA FAMILY 2022 REVOCABLE LIVING TRUST
1007 VICKIE ST
FORT MORGAN, CO 80701

STATE OF COLORADO
COLORADO DEPARTMENT OF TRANSPORTATION
2829 W HOWARD PL
DENVER, CO 80204

CITY OF BRUSH
P O BOX 363
BRUSH, CO 80723

REFERRAL AGENCIES	RESPONSES RECEIVED
Brush Fire Department	
Century Link	
City of Brush	<p>Good afternoon Cheryl</p> <p>A couple of comments from the City of Brush!:</p> <ul style="list-style-type: none"> • The City is very supportive of the proposed use. • We would like verification that the MCR 30 60' ROW listed on the survey is indeed the case; we were not aware of this. • There is 50+ year old private water line serving the property that has a meandering connection back to CR S with water being provided by the City of Brush!. The agreement(s) need to be addressed to clarify responsibilities, users, easements (including one across the adjacent City property), water loss, maintenance, repair and replacement, and get understanding of the water demand for the proposed use. This was referenced in not so many words in the email sent on August 9, 2024 that is included in the application packet. <p>Thank you.</p> <p>Tyler Purvis City of Brush! Community Development Director / Assistant City Administrator</p>
Colorado Parks and Wildlife	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Management	
Morgan County Quality Water	
Morgan County Road & Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff Dept.	
Morgan Weed & Pest Advisory Board	
Morgan Soil Conservation District	
Northeast Colorado Health Department	
Xcel Energy	See attached letter 1/28/2025



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

Brush Fire Department	Morgan County Road & Bridge
Century Link	Morgan County Rural Electric Assoc.
City of Brush	Morgan County Sheriff Dept.
Colorado Parks and Wildlife	Morgan Weed & Pest Advisory Board
Morgan County Assessor	Morgan Soil Conservation District
Morgan County Communications Center	Northeast Colorado Health Department
Morgan County Emergency Management	Xcel Energy
Morgan County Quality Water	

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

DATE: January 17, 2025

RE: Rezoning Application

The following Application for a Rezone is submitted to you for review and comments. The application will be heard by the Planning Commission and the Board of County Commissioners. **You are encouraged to provide comments to this application by February 4, 2025 or attend the Planning Commission meeting on Monday, February 10, 2025 at 6:00 P.M.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend the public meeting.

Applicant: NYH Solutions

Landowner: The Hill Event Center, LLC

Legal Description: A parcel located in the SW¹/₄ of Section 31, Township 4 North, Range 55 West of the 6th P.M. Morgan County, Colorado. Also known as 29870 US HWY 6, Brush, CO 80723

Request: Rezone a parcel from Agricultural/Agri Business Zone (A/B) to Commercial Zone (C).

Sincerely,

Cheryl Brindisi

Morgan County Planning and Zoning Administrative Assistant



Right of Way & Permits

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

January 28, 2025

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

Attn: Cheryl Brindisi, Nicole Hay, Jenafer Santos

Re: Brush Hill Event Center

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Brush Hill Event Center Rezone**.

Please be aware PSCo owns and operates existing natural gas and electric distribution facilities within the area indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities, and that our current use/enjoyment of the area would continue to be an accepted use on the property and that it be "grandfathered" into these changes.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

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

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY PLANNING COMMISSION
FEBRUARY 10, 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 a public hearing on the following proposed **Rezoning Application**:

- 1.) **Applicant:** NYH Solutions
Landowner: The Hill Event Center, LLC
Legal Description: A parcel located in the SW¼ of Section 31 Township 4 North, Range 55 West of the 6th P.M., Morgan County, Colorado. Also known as 29870 US HWY 6, Brush, CO 80723.
Request: Rezone a parcel from Agricultural/Agri Business (A/B) to Commercial (C).
Date of Application: January 2, 2025.

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/82141521915>

Join via phone:

+1 719 359 4580 US

Webinar ID: 821 4152 1915

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

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

Nicole Hay

Nicole Hay

Morgan County Planning Administrator

Published: January 23, 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.

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY PLANNING COMMISSION
FEBRUARY 10, 2025 AT 6:00 P.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM,
MORGAN COUNTY ADMINISTRATIVE BUILDING, 231 ENSIGN,
FORT MORGAN, COLORADO**

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Nicole Hay

Morgan County Planning Administrator

Published: January 23, 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.

Published: Morgan County Times January 23, 2025-2095396

Prairie Mountain Media, LLC

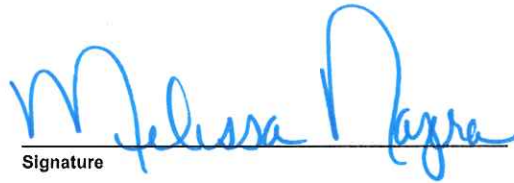
PUBLISHER'S AFFIDAVIT

**County of Morgan
State of Colorado**

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


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

Jan 23, 2025


Signature

Subscribed and sworn to me before me this

23rd day of January 2025.


Notary Public

(SEAL)

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

Account: 1052763
Ad Number: 2095396
Fee: \$27.72

The above sign was posted on (date) 1/24/2025, pursuant to the
Morgan County Zoning Resolution by (name of applicant) Ashley Farnham.

Project name and number: R2P2025-0001

Signature of Applicant/Representative: [Signature]

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

JENA FER SANTOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194036716
MY COMMISSION EXPIRES 10/03/2027

Signed before me this date: 1/27/2025

My Commission expires: 10 | 03 | 2027

NOTARIZED BY: [Signature]



• NOTICE OF PUBLIC HEARING ON REZONING •
APPLICATION BEFORE THE PLANNING COMMISSION
Applicant: NTH Solutions
Landowner: The Hill Event Center
Reason: Rezone parcel from Agricultural/Agri Business
(A/B) to Commercial (C).
Location of Hearing: 231 Ensign Street,
Fort Morgan, CO 80701
Date of Hearing: Monday, February 10, 2025 at 4:00 PM



