CONDITIONAL USE PERMIT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pgs. 3-4) included in this packet for more information on each submittal item.

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

☑ 1. Development Application Form (pg. 5)
☑ 2. Application Fees (see pg. 2)
☑ 3. Written Explanation of the Project
☑ 4. Site Plan Showing Proposed Development
☑ 5. Proof of Ownership (warranty deed or title policy)
☑ 6. Proof of Water and Sewer Services
☑ 7. Proof of Utilities (e.g. electric, gas)
☑ 8. Legal Description
☑ 9. Certificate of Taxes Paid
☑ 10. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 7)
☑ 11. Certificate of Surface Development (pg. 8-10)

Supplemental Items (if applicable) *Contact County staff for supplemental forms
☐ 1. Traffic Impact Study
☐ 2. Neighborhood Meeting Summary
☐ 3. Solid waste transfer station*
☐ 4. Solid waste composting facility*
☐ 5. Scrap tire recycling facility*
☐ 6. Inert fill*
DEVELOPMENT APPLICATION FORM

Application Type:

- □ Conceptual Review
- □ Preliminary PUD
- □ Temporary Use
- □ Subdivision, Preliminary
- □ Final PUD
- □ Variance
- □ Subdivision, Final
- □ Rezone
- □ Conditional Use
- □ Plat Correction/ Vacation
- □ Special Use
- □ Other: ________________________________

PROJECT NAME: MOUNT MORIAH STABLES

APPLICANT

Name(s): ROBERT & DEBRA PLANT  Phone #: 3034049861
Address: 1990 W. 150TH AVE.
City, State, Zip: BROOMFIELD, CO  80023
2nd Phone #: 3036671833  Email: debra@mtmoriahstables.com

OWNER

Name(s): ROBERT & DEBRA PLANT  Phone #: 3034049861
Address: 1990 W. 150TH AVE.
City, State, Zip: BROOMFIELD, CO  80023
2nd Phone #: 3036671833  Email: debra@mtmoriahstables.com

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: ___________________________  Phone #: ___________________________
Address: ___________________________
City, State, Zip: ___________________________
2nd Phone #: ___________________________  Email: ___________________________
**DESCRIPTION OF SITE**

<table>
<thead>
<tr>
<th><strong>Address:</strong></th>
<th>1990 W 150TH AVE.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City, State, Zip:</strong></td>
<td>BROOMFIELD, CO 80023</td>
</tr>
<tr>
<td><strong>Area (acres or square feet):</strong></td>
<td>1.87</td>
</tr>
<tr>
<td><strong>Tax Assessor Parcel Number:</strong></td>
<td>0157316206009</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Existing Zoning:</strong></th>
<th>A1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Existing Land Use:</strong></td>
<td>RESIDENTIAL</td>
</tr>
<tr>
<td><strong>Proposed Land Use:</strong></td>
<td>Residential/Horse Boarding/Equine Assisted Mental Health and Learning/Riding Instruction</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Have you attended a Conceptual Review?</strong></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>If Yes, please list PRE#:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

<table>
<thead>
<tr>
<th><strong>Name:</strong></th>
<th>ROBERT &amp; DEBRA PLANT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date:</strong></td>
<td>5/8/2019</td>
</tr>
</tbody>
</table>

Owner's Printed Name

<table>
<thead>
<tr>
<th><strong>Name:</strong></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Owner's Signature:</strong></td>
<td></td>
</tr>
</tbody>
</table>
Application for Conditional Use Permit

#3: Written Explanation of Project

Robert and Debra Plant
1990 W 150th Ave.
Broomfield, CO 80023

Legal: Lot 1, Wright Acres, formerly known as Lots 1 through 4 of Block 5, Waddle Subdivision, County of Adams, State of Colorado

This facility was originally designed, built and utilized as a therapeutic riding center in 1991 by the previous owners. No additional improvements will be necessary as all improvements, structures and fencing are pre-existing and well suited to our purposes.

Our Purpose

To provide the very best programs including Equine Assisted Psychotherapy, Equine Assisted Learning, Beginning Riding Instruction and Boarding for horses involved in our programs.

About Us

Debra Plant: PATH (Professional Association of Therapeutic Horsemanship) Certified Instructor: Equine Specialist, Certified Instructor: Equine Services for Heroes, Certified Mental Health and Military Mental Health First Aid, Adult & Pediatric First Aid/CPR/AED, Commercially and Professionally Insured, 13+ years in equine therapies, 20+ years of equine experience, 8+ years providing beginning riding instruction in the principals of Centered Riding.

We work with professional therapists, counselors and educators who are appropriately qualified in the field of equine assisted therapies and who are actively licensed and insured.

We plan to partner with Operation Equine and through our equine assisted activities we will serve our Military, Veterans, and First Responders, their families, and caregivers in addition to providing respite for others serving these populations.

Operation Equine and Mount Moriah Stables also provide a training program in Military Cultural Competency for other organizations wanting to serve these populations.

We are surrounded by various small farms and boarding facilities so our operation is not uncommon to our neighborhood. We are neighbors with Sagewood Stables and enjoy a friendly relationship with them as well as other neighbors which includes sharing of various farm equipment and lending each other a hand where needed.

Equine Assisted Activities

We serve many different clients and organizations through our equine programs and hope to serve many more. Some of which include:

Operation Equine: Providing equine assisted activities for those mentioned above
Adams County Save Our Youth: At Risk Youth and their Mentors
Hospice and Caregivers: Collier Hospice, Buckley Air Force Chaplains
Addiction Recovery: Red Rock Recovery Center, Raleigh House of Hope
Churches: Discovery Church groups, LDS Church's children's groups, Lutheran Ladies Group
Boulder County Sheriffs: Staff, individuals and families
Respite for Trauma Therapists
Hearts and Hands: Adults with disabilities
Men's Leadership Alliance
New Clients we hope to be serving soon:

- Young Life: Creating new programs for Staff and youth
- Save A Warrior (SAW): Creating new programs for this military group
- Tragedy Assistance Program for Survivors (TAPS): Creating new programs for this military group

Boarding

We provide boarding facilities for five to seven horses in a quiet setting surrounded by green pastures, open space, convenient to trails and McKay Lake.

Horse owners desiring to board with us consist primarily of experienced horse people who are attracted to our barn to involve themselves and their horses in our programs. They understand the abilities of horses to help heal the human heart and have a desire to share their horses with others. These horses are carefully interviewed before coming to our barn. They provide an array of wonderful personalities and their owners are of the highest standards and ethics.

Facility

Because this was a functioning therapeutic riding center prior to our purchase, it was built with the following:

Hay Barn: We permitted and enclosed in 2012
Horse Barn: Provides 12’ x 70’ runs with 12’ x 12’ cover, pipe welded fencing
Automatic Waterers: City water connection
Outdoor Arena: Pipe welded, approx. 100’ x 284’
Fenced grazing paddock
Stalls are cleaned daily, manure is removed from property
Flies are controlled with fly predators, fly traps and strips, horse spray
Debra,

Attached is the subdivision plat of your property and a recent vacation plat that was a little less complex. The street vacation should stop at south right-of-way line of W 155th and to the north right-of-way line of W 149th Avenue, should you go that far south. I would suggest vacating the full length because the east half of Shoshone is already vacated. You need to check with planning to see if they are OK with you going beyond your property frontage.

Hope this will help you out.

John Wolken, Right-of-Way Supervisor
Adams County Public Works/Engineering

New Address and info as of January 10, 2011

Adams County Government Center
Public Works Engineering
John Wolken, Right-of-Way Supervisor
4430 S. Adams County Parkway, Suite W200B
Brighton, CO 80601-8218

New Office Phone: 720.523.6875
New Office Fax: 720.523.6996
New Direct Line 720.523.6840
New Email: jwolken@adcgov.org


5/11/2011
SPECIAL WARRANTY DEED

THIS DEED, Made this 31st day of May, 2011 between

Fannie Mae a/k/a Federal National Mortgage Association organized and existing under the laws of the United States of America

of the County of Dallas State of TEXAS, grantor(s), and

Robert B. Plant and Debra L. Plant

whose legal address is 1990 West 150th Avenue,, Broomfield, CO 80023,

grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of THREE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS ($370,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of Adams, State of COLORADO, described as follows:

Lot 1, Wright Acres, formerly known as Lots 1 through 4 of Block 5, Waddle Subdivision, County of Adams, State of Colorado.

also known by street and number as 1990 West 150th Avenue, Broomfield, CO 80023

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

SELLER:

Fannie Mae a/k/a Federal National Mortgage Association organized and existing under the laws of the United States of America

By Aronowitz and Mecklenburg, LLP as attorney in fact by

Alexander Pankonin as Authorized Signer

STATE OF COLORADO
COUNTY OF DENVER

SS:

The foregoing instrument was acknowledged before me this 31st day of May, 2011 by Alexander Pankonin as authorized signer for Aronowitz & Mecklenburg, LLP as attorney in fact for Fannie Mae a/k/a Federal National Mortgage Association organized and existing under the laws of the United States of America

Witness my hand and official seal.
My Commission expires: 2-10-17

File No. 00025132
Special Warranty Deed Joint Tenants
Mile High Water Company  
PO Box 434  
Broomfield, CO 80038

CURRENT CHARGES

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
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<tr>
<td>2/28/2019</td>
<td>64366</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Base Rate</td>
<td>32.36</td>
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<tr>
<td>Current Charge - February 2019 Water Usage</td>
<td>47.51</td>
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<tr>
<td>Infrastructure Assessment Fee</td>
<td>10.00</td>
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<tr>
<td>February 2019 Meter Reading:</td>
<td>486,393</td>
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<tr>
<td>Previous Meter Reading:</td>
<td>481,637</td>
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<tr>
<td>February 2019 Meter Water Usage:</td>
<td>4,756</td>
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<tr>
<td>Year to Date Usage:</td>
<td>10,059</td>
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<tr>
<td>2019 Yearly Average Monthly Usage:</td>
<td>5,030</td>
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PAYMENT DUE DATE: 04/05/19

Please Visit Our New Website: www.milehighwater.com
PayPal and Credit Card Payments Are Now Being Accepted

Account balances aging 60 days past due will be charged a monthly $10 late fee or 5% of the outstanding balance whichever is greater.

Account balances aging 90 days past due will be charged a $50 late fee and will receive a shut off notice requesting payment prior to terminating the water service.

EFFECTIVE 1/1/19 - ALL ONLINE PAYMENTS PROCESSED THROUGH THE MHWC WEBSITE WILL BE CHARGED A 5% PROCESSING FEE.

PAYMENT ENCLOSED: $58.42

Emergencies: Doug Millison; 303 588-0177
Billing Questions: Renee Loewen, 303 466-6373 or lionconsult1@centurylink.net
Website: MileHighWater.com

Please Contact MHWC with your Contact Information as Needed.

Total $89.87
**Payment Due By**  
04/09/2019  
**Total Due**  
$119.50

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<tr>
<th>From Date</th>
<th>To Date</th>
<th>Days</th>
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<tbody>
<tr>
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<td>03/15/2019</td>
<td>30</td>
<td>03/20/2019</td>
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<th>Meter</th>
<th>Prev Rdg</th>
<th>Pres Rdg</th>
<th>Mult</th>
<th>kWh</th>
<th>Dmd</th>
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<tr>
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<td>1500572</td>
<td>40221</td>
<td>31156</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>1500572</td>
<td>40221</td>
<td>31156</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In a Co-op, You Have a Voice  
You're not just a customer, you're an owner of this co-op and you have a voice. Watch for your Director Election ballot in the mail, and return it to have your voice heard.

---

**Account #** 1843604  
**District** WEST  
**Service** 1990 W 150TH AV  
**Address** RESIDENCE

**ACTIVITY SINCE LAST BILL**
- **Previous Balance**: 131.61
- **Payment Received - Thank You**: -131.61
- **Balance Forward**: 0.00

**CURRENT BILLING DETAIL**
- **Energy Charge**: 935 KWh @ 0.1015 = 94.90
- **Demand Charge**: 5.596 KWh @ 1.00 = 5.59
- **Fixed Charge**: 19.00
- **Current Month**: 119.50

**TOTAL DUE**: 119.50
A-1 Septic Service  
P.O. Box 1015 0 Brighton CO 80601  
303-659-0610

STREET ADDR.: 1960 W. 150th Ave

INSPECTOR NAME: David Hake

COLORADO PE #: _______________ NAWT #: NA79587WT NSF#: _______________

PUMPING AND INSPECTION CONDITIONS
Were all compartments of multi-compartment tanks pumped? ☐ YES ☐ NO
Was all liquid and sludge removed leaving no more than 3 inches in tank? ☐ YES ☐ NO
Was the owner notified of any deficiencies noted during pumping? ☐ YES ☐ NO

Tank Type  
☐ Concrete  ☐ Plastic  ☐ Fiberglass  ☐ Other

ESTIMATED CAPACITY OF TANK(s) 1000 gallons

Absorption / Evaporation System  
☐ chambered system  ☐ drip irrigation  ☐ seepage bed
☐ seepage pit  ☐ seepage trench  ☐ ET bed
☐ Other __________

Tank Components  
* Lid(s) PASS FAIL  ☐
* Integrity PASS FAIL  ☐
* Dosing siphon PASS FAIL  ☐
* Internal Tees / baffles PASS FAIL NA  ☐
* Effluent Filters / screens PASS FAIL NA  ☐

Back flow after pumping ☐ YES ☐ NO

SITE, WEATHER AND OCCUPANCY CONDITIONS DURING INSPECTION
* Erosion? PASS FAIL  ☐
* Improper discharges? PASS FAIL  ☐
* Improper vegetative cover? NO YES  ☐
Subject to compaction? NO YES  ☐
Snow cover? NO YES  ☐
Property vacant? NO YES  ☐

Property has been vacant __________ years for below __________ months.

ABSORPTION / EVAPORATION SYSTEMS  

Visible Components  
* Vent / observation pipe PASS FAIL NA
* D Box / valve box PASS FAIL NA
Surface Dampness? ☐ NO YES
Odors? ☐ NO YES

Liquid in obs. / vent pipe? ☐ NONE Liquid depth is _______ inches

ELECTRIC LIFT / PUMP STATIONS  

* Lid(s) PASS FAIL  ☐
* Tank integrity PASS FAIL  ☐
* Pump and controls PASS FAIL  ☐

I hereby certify that I have inspected the above individual sewage disposal system in accordance with the County Department of Health and Environment and that my comments and observations accurately reflect the physical and operational status of the system and its components on the date of inspection.

Inspector __________________ Date ______________

[Signature]
TRI-COUNTY DISTRICT HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

ADAMS CITY
4201 E. 103rd Ave.
Adams Co. 80222
303-539-0191

AURORA
1540 E. 16th Pl., Suite 330
Aurora, CO 80011
303-659-0711

ENGLEWOOD
4625 S. Depew
Englewood, CO 80113
720-933-7140

BRONNITON
22 E. 9th Ave., Suite 201
Denver, CO 80203
303-839-6300

CASTLE ROCK
220 S. Willow
Castle Rock, CO 80104
303-665-5160

PERMIT

No. 10828

TRI-COUNTY DISTRICT HEALTH DEPARTMENT [PLUG NO]

PERMIT TO (X ) CONSTRUCT ( ) REMODEL A NON-MUNICIPAL WASTE DISPOSAL SYSTEM FOR

Burton & Eileen Wright
Lot 1, Briar Acres (Sec. 16, T15S, R6W of 6th P.M.) 1990

COMPOSED OF: 1,000 GALLON SEPTIC TANK AND A REAL ABSORPTION AREA 1.350 SQ. FT.

NOTE: THIS PERMIT EXPIRES ON 6/24/92.

This permit is not to be valid unless a copy of the application is attached to it.

RECEIVED BY: George Vargus
OFFICIAL FOR THE COUNTY DISTRICT HEALTH DEPARTMENT

RECEIVED BY: Hugh Shriver, R.O.
OFFICIAL FOR THE COUNTY DISTRICT HEALTH DEPARTMENT

OWNER MUST ACCEPT THAT THIS ENTIRE WASTE DISPOSAL SYSTEM REMAINS OPEN FOR INSPECTION UNTIL IT HAS RECEIVED APPROVAL BY THIS DISTRICT.

RECEIVED BY: George Vargus
DATE: 6/24/91

FOR USE OF OFFICIAL CHECK NO. 241 N.D. NO. CASH

REV: 0.0 REV: 0.0

FISCAL CONTROLS NO.

10828

1874-1
Onsite System
As-Built
Drawing

Property Address/Lot/Lot/Lot/Lot/Lot

Date System Completed: 8/26/98
Installer's Name: Eric Coast
Installer's License #: 2615
Installer's Address and Phone: 13566 W(8)

5 Lines

Water

Field: 3x47

1000gal tank
Adams County
Residential Property Profile

Parcel Number: 0157316206009

<table>
<thead>
<tr>
<th>Owners Name and Address:</th>
<th>Property Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANT ROBERT B AND PLANT DEBRA L</td>
<td>1990 W 150TH AVE</td>
</tr>
<tr>
<td>1990 W 150TH AVE</td>
<td>CO</td>
</tr>
<tr>
<td>BROOMFIELD CO 80023-8718</td>
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</tbody>
</table>

Account Summary

Legal Description

SUB: WRIGHT ACRES LOT: 1

Subdivision Plat

WRIGHT ACRES

Account Summary

<table>
<thead>
<tr>
<th>Account Numbers</th>
<th>Date Added</th>
<th>Tax District</th>
<th>Mill Levy</th>
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<tbody>
<tr>
<td>R0014730</td>
<td>On or Before 01/01/1996</td>
<td>135</td>
<td>119.590</td>
</tr>
</tbody>
</table>

Permits

Permit Cases

| 1991-080-V      |
| BDP11-0323      |
| BDP12-1767      |

Sales Summary
### Valuation Summary

#### Land Valuation Summary

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Land Type</th>
<th>Unit of Measure</th>
<th>Number of Units</th>
<th>Fire District</th>
<th>School District</th>
<th>Vacant/Improved</th>
<th>Actual Value</th>
<th>Assessed Value</th>
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</thead>
<tbody>
<tr>
<td>R0014730</td>
<td>Residential</td>
<td>Acres</td>
<td>1.8790</td>
<td>NORTH METRO FIRE RESCUE FKA FIRE DIST.1</td>
<td>School District 12</td>
<td>I</td>
<td>$182,000.00</td>
<td>$13,100.00</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td>$182,000.00</td>
<td>$13,100.00</td>
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<tr>
<td><strong>Subtotal:</strong></td>
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#### Improvements Valuation Summary

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<tbody>
<tr>
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<td>$23,180.00</td>
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<td><strong>Subtotal:</strong></td>
<td><strong>$321,921.00</strong></td>
<td><strong>$23,180.00</strong></td>
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</table>

**Total Property Value**: $503,921.00

**$36,280.00**

### Building Summary

**Building Number**: 1

**Individual Built As Detail**
<table>
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<tr>
<th>Built As:</th>
<th>Ranch 1 Story</th>
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<tbody>
<tr>
<td>Year Built:</td>
<td>1991</td>
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<tr>
<td>Building Type:</td>
<td>Residential</td>
</tr>
<tr>
<td>Construction Type:</td>
<td>Frame Masonry Veneer</td>
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<tr>
<td>Built As SQ Ft:</td>
<td>1862</td>
</tr>
<tr>
<td>Number of Rooms:</td>
<td>6</td>
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<tr>
<td>Number of Baths:</td>
<td>3.00</td>
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<td>Number of Bedrooms:</td>
<td>3</td>
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<td>Attached Garage SQ Ft:</td>
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<td>Detached Garage Square Ft:</td>
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<td>Basement SQ Ft:</td>
<td>1271</td>
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<td>Finished Basement SQ Ft:</td>
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**Building Number: 2**

**Individual Built As Detail**

<table>
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<tr>
<th>Built As:</th>
<th>Shed - Cattle</th>
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<tbody>
<tr>
<td>Year Built:</td>
<td>1991</td>
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<tr>
<td>Building Type:</td>
<td>Out Building</td>
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<td>Construction Type:</td>
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<td>Built As SQ Ft:</td>
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<td>Number of Bedrooms:</td>
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<tr>
<td>Attached Garage SQ Ft:</td>
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<tr>
<td>Detached Garage Square Ft:</td>
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<td>Basement SQ Ft:</td>
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<td>Finished Basement SQ Ft:</td>
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**Tax Summary**
Enterprise Zone Summary

Property within Enterprise Zone
False

Precincts and Legislative Representatives Summary

Precinct
070

Commissioner Representative

<table>
<thead>
<tr>
<th>Commissioner District</th>
<th>Link to Representative</th>
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<tbody>
<tr>
<td>3</td>
<td>Click Here</td>
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State House Representative

<table>
<thead>
<tr>
<th>House District</th>
<th>Link to Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Click Here</td>
</tr>
</tbody>
</table>

State Senate Representative

<table>
<thead>
<tr>
<th>Senate District</th>
<th>Link to Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>Click Here</td>
</tr>
</tbody>
</table>

US Congress Representative

<table>
<thead>
<tr>
<th>Congressional District</th>
<th>Link to Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Click Here</td>
</tr>
</tbody>
</table>

Zoning Summary
## Zoning Summary

<table>
<thead>
<tr>
<th>Zoning Authority</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams County</td>
<td>A-1</td>
</tr>
</tbody>
</table>

**Note:** Data is updated daily. Above data was updated as of: 04/15/19

**Legal Disclaimer:** Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.
## ADAMS COUNTY TREASURER

### Certificate Of Taxes Due

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Certificate Number 2019-120852</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 0157316266009</td>
<td>Order Number</td>
</tr>
<tr>
<td>Assessed To</td>
<td>Vendor ID Coaster</td>
</tr>
<tr>
<td>PLANT ROBERT B AND CO/PLANT DEBRA L</td>
<td>1990 W 150TH AVE</td>
</tr>
<tr>
<td>BROOMFIELD, CO 80023-8718</td>
<td></td>
</tr>
</tbody>
</table>

### Legal Description

SUB: WRIGHT ACRES LOT:1

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax</th>
<th>Interest</th>
<th>Fees</th>
<th>Payments</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$4,338.72</td>
<td>$0.00</td>
<td>$0.00</td>
<td>($2,169.36)</td>
<td>$2,169.36</td>
</tr>
</tbody>
</table>

**Total Tax Charge**

$2,169.36

**First Half Due as of 04/17/2019**

$0.00

**Second Half Due as of 04/17/2019**

$2,169.36

### Tax Billed at 2018 Rates for Tax Area 135 - 135

<table>
<thead>
<tr>
<th>Authority</th>
<th>Mill Levy</th>
<th>Amount</th>
<th>Values</th>
<th>Actual</th>
<th>Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>RANGEVIEW LIBRARY DISTRICT</td>
<td>3.6660000</td>
<td>$133.00</td>
<td>IMPRVI LAND</td>
<td>$182,000</td>
<td>$13,100</td>
</tr>
<tr>
<td>NORTH METRO FIRE RESCUE</td>
<td>14.7300000</td>
<td>$534.40</td>
<td>SINGLE FAMILY RES</td>
<td>$316,421</td>
<td>$22,780</td>
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<tr>
<td>ADAMS COUNTY</td>
<td>26.8640000</td>
<td>$974.63</td>
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<tr>
<td>SD 12</td>
<td>73.5100000</td>
<td>$2,666.94</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>URBAN DRAINAGE SOUTH PLATTE</td>
<td>0.0940000*</td>
<td>$3.41</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>URBAN DRAINAGE &amp; FLOOD CONT</td>
<td>0.7260000*</td>
<td>$26.34</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

$503,921 $35,280

### Taxes Billed 2018

<table>
<thead>
<tr>
<th>Mill Levy</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>119.5900000</td>
<td>$4,338.72</td>
</tr>
</tbody>
</table>

*Credit Levy*

---

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRANT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER’S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

The undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER, ADAMS COUNTY, Lisa L. Culpepper J.D.
4430 S. Adams County Parkway
Brighton, CO 80601

nullApr 17, 2019 11:42:45 AM
<table>
<thead>
<tr>
<th>Product</th>
<th>Name</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Certificate of Taxes Due R0014730</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

Account #: R0014730
Effective Date: 4/17/19
Certificate Number: 2019-120952
Item ID: R0014730

Certificate of Taxes Due
- COTD
  - $10.00
- COTD23
  - ($10.00)

Total: $10.00
Tender (Cash): $10.00
CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Robert Plant, Debra Plant (the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:
Physical Address: 1990 W 150th Ave, Broomfield, CO 80023
Legal Description: Lots 1 through 4 of Block 5, Westridge Subdivision, County of Adams, State of Colorado
Parcel #: 1

(PLEASE CHECK ONE):

[ ] On the 23 day of April, 2019, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

[ ] I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: 4/23/19
Applicant: Robert Plant, Debra Plant
By:
Print Name: Robert Plant, Debra Plant
Address: 1990 W 150th Ave, Broomfield, CO 80023

STATE OF COLORADO )
COUNTY OF ADAMS )

Subscribed and sworn to before me this 23rd day of April, 2019 by
Robert Plant, Debra Plant

Witness my hand and official seal.

My Commission expires: 9/19/19

Notary Public

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.
AGREEMENT is made and entered into on the 14th day of August 2018, by and between John H. Hoshing and Julie A. Hoshing, whose address is 1079 North Half Hill Rd., Prescott Valley, Arizona 86314, hereinafter called Lessee, (whether one or more), and Wolfhawk Energy Holdings, LLC, a Delaware limited liability company whose address is 999 18th Street, Suite 16005, Denver, Colorado 80203, hereinafter called Lessor.

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demist, lease and let exclusivity unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including helium, carbon dioxide, and condensed methane and any and all substances produced in association therewith from oil-bearing formations, dewaxing of coalbed methane and any and all substances produced in association therewith from oil-bearing formations, dewaxing of coalbed methane with ingress and egress for rights of way and easements for roads, laying pipe lines, water wells, disposal wells, injection wells, pits, electric and telephone lines and erection of structures and other facilities thereto to produce, save and take care of said products, all that certain tract of land situated in the County of Yavapai, State of Arizona, described as follows, to wit:

Township 1 South, Range 6 West, 6th PM Section 16: ALL

Containing 2,683.81 mineral acres, more or less ("Lessor Premises");

1. It is agreed that this Lease shall remain in full force for a term of Four (4) Years from this date ("Primary Term") and so long thereafter as oil or gas of whatsoever nature or kind is produced from the premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled or unitized therewith but Lessor is then engaged in drilling, re-working or dewaxing operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled or unitized therewith and operations shall be considered to be continuously prosecuted if not more than one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled or unitized therewith, the production or re-watering thereof shall cease from any cause after the primary term, this lease shall not terminate if Lessor commences additional drilling, re-working or dewaxing operations within one hundred and twenty (120) days from date of cessation of production, dewaxing or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations or dewaxing operations are commenced at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced or dewaxing operations are commenced from the leased premises or on acreage pooled or unitized therewith. In the event a well or wells is drilled and completed on the Lessor Premises, or on the lands pooled or unitized therefor, for the purpose of developing coalbed gas, the words "operations" and "capable of producing gas" shall mean, in addition to the meaning provided by paragraph (a) (1) operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, or (2) shutting-in or otherwise discontinuing production from said wells to allow for surface or underground mining affecting the drill site or wellsite.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessor shall not be obligated, under any provision hereof or otherwise provided herein, to commence or continue any operations during the primary term. Lessor may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and so to any area or strata by delivering to Lessee or by filing a notice of release or releases, and be relieved of all obligations hereunder accruing as to the acreage surrendered.

3. In consideration of the leased premises the said Lessor covenants and agrees:
   a. To deliver to the credit of Lessee, free of cost, in the pipeline to which Lessee may connect wells on the leased premises, the equal 20.00% part of all oil produced and saved from the leased premises.
   b. To pay Lessor on gas sold casinghead gas produced from the leased Premises (1) when sold by Lessor, 20.00% of the net proceeds realized by Lessee from such sale or (2) when used by Lessee off the leased premises or is the in the manufacture of gasoline or other products, the market value, at the wellhead, of 20.00% of such gas and casinghead gas.
   c. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of 20.00% of the proceeds, at the wellhead, payable monthly at the prevailing market rate.
   d. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes.

4. If after the primary term one or more wells on the leased premises or land pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or in production therefrom is not being sold by Lessor, including dewaxing of coalbed gas, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this lease. If for a period of ninety (90) consecutive days such well or wells are that in production therefrom is not sold by Lessor, including dewaxing...
of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessee on or before the anniversary date of this lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is in the primary term or otherwise be satisfied by operations, or if production is being sold by Lessee, then the royalty herein provided be paid by Lessee in accordance with the above provisions of this lease for Premises or lands pooled or unitized with the Premises no shut-in royalty shall be due until the end of the next following season or if less time should be produced by the Lessee after the expiration of the term or if the Lessee fails to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. If said Lessee owns a less interest in the Leased Premises than the entire undivided fee simple estate therein, then the royalties (including any shut-in royalty) hereinafter provided for shall be paid the Lessee only in the proportion which Lessee's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the Leased Premises for Lessee's operations thereon.

7. Lessee shall only pay for damages caused by Lessee's operations to growing crops on the Leased Premises.

8. No well shall be drilled nearer than 300 feet to the house or barn now on the Leased Premises without written consent of Lessee.

9. Lessee shall have the right at any time to remove all machinery and fixtures placed on the Leased Premises, including the right to draw and remove casing.

10. The rights of Lessee and Lessee hereunder may be assigned in whole or part, by lease and/or other device or devise and the rights and obligations of the parties hereunder shall extend to the respective heirs, devisees, executors, administrators, successors and assigns. No change in ownership of Lessee's interest (by assignment or otherwise) shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice from Lessee and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessee's ownership as to different portions or parcels of the Leased Premises shall operate to diminish the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. In the event of death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent's or the decedent's devisee. If at any time two or more persons become entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to either or any of such persons either jointly, or separately in proportion to the interest which each owns. If Lessee transfers or assigns its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of the Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the Leased Premises, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and transferee in proportion to the net appurtenant interest in this lease then held by each.

11. Lessee, at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Leased Premises and as to anyone or more of the formations hereunder to pool or unite the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this lease with respect to each other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unitized area or pooled area shall be accomplished by Lessee and included in the unitization plan or pooled plan, which declaration shall describe the unitized area or pooled area. Any unitized area or pooled area may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, dewatering or reworking operations or a well shut in for want of a market anywhere on a unitized area or pooled area which includes all or a part of this lease shall be treated as if it were producing, drilling, dewatering or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessee shall receive production from the unitized area or pooled area, royalties only on the portion of such production allocated to this lease, such allocation to be in that proportion that the total number of surplus acres covered by this lease and included in the unitized area or pooled area bears to the total number of surplus acres in such unitized area or pooled area as described in such unitized area or pooled area. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations hereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement.

12. Anything in this lease to the contrary notwithstanding, Lessee's obligations under this lease shall be subject to all applicable laws, rules, regulations and orders of any government authority having jurisdiction, including restrictions on the drilling and production of well, and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or other operations or obligations under this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits,
equipment, services material, water, electricity, fuel, access or easements or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lighting, fire, storm, flood or other act of nature, explosion, fracking bans, governmental action, governmental delay, rent or taxation, or by inability to obtain a satisfactory market for production, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of the Lessee, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenant of this lease when drilling, production, or other operations are so prevented or delayed.

13. No litigation shall be initiated by Lessee for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessee has given Lessee written notice daily describing the breach or default, and then only if Lessee fails to remedy the breach or default within such time period. In the event the matter is litigated and there is final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given reasonable time after said judicial determination to remedy the breach or default and lessee fails to do so.

14. Lessee hereby warrants and agrees to defend the title to the Leased Premises, and agrees that the Lessee shall have the right at any time to redeem for Lessee, by payment, any mortgages, taxes, or other liens, on the Leased Premises, in the event of defaults of payments by Lessee, and be subrogated to the rights of the holder thereof, and the undersigned Lessees, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the Leased Premises described herein, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made, as recited herein. If Lessee redeems any such liens, Lessee may recover any amount expended out of Lessee royalties or that its royalties.

15. In the event that this lease, during the primary term of this lease, receives a bonus bid offer which Lessee is willing to accept from any party offering to purchase from Lessee a lease covering any or all of the abovementioned covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessee hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeree, the price offered, and all other pertinent terms and conditions of the offer. Lessee, for a period fifteen business days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

16. Should any one or more of the parties heretofore named as Lessee fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessee. The word "Lessee", as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessee. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessee and Lessee.

17. Lessee is hereby given the option of extending the primary term of this lease for an additional term of Two (2) Years from the expiration of the original primary term. This option may be exercised in relation to all of the land covered by this lease by Lessee, its successors or assigns, on or before the expiration of the primary term, by tendering an amount less, more or equal to the original bonus paid to Lessee, its successors or assigns.

IN WITNESS WHEREOF, this Instrument is executed as the date first above written.

SIGNATURES TO BE INCLUDED ON ADDITIONAL PAGES. THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
Lessor(s):

BY: John B. Hashing

STATE OF Arizona
COUNTY OF Yavapai

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 19 day August, 2018, by John B. Hashing, the party known to be the identical persons described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

[Signature]

Notary Public in and for the State of Arizona

Lessor(s):

BY: Julie A. Hashing

STATE OF Arizona
COUNTY OF Yavapai

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14 day August, 2018, by Julie A. Hashing, the party known to be the identical persons described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

[Signature]

Notary Public in and for the State of Arizona
Robert and Debra Plant                        April 22, 2019
1990 W 150th Ave.                                
Broomfield, CO  80023

To:
Wolffhawk Energy Holdings, LLC
999 18th St., #16505
Denver, CO  80202

RE: 1990 W 150th Ave., Broomfield Co  80023
Legal Desc: Lot 1 Wright Acres, formerly known as Lots 1 through 4 of Block 5, Waddle Subdivision, County of Adams, State of Colorado

To whom it may concern,

This letter is to notify you of our application at Adams County Colorado for a Conditional Use Permit for the above referenced property. A mineral estate search shows that you may have ownership of at least some of the mineral rights under this property.

We are applying for a Conditional Use Permit for the purpose of conducting Equine Assisted Mental Health and Learning at our property and to board horses in order to conduct this work.
No new development is planned as all improvements are pre-existing.

Should you have any questions, please feel free to contact us at the above address, or to contact Adams County Community and Economic Development Department.

Thank you.

Best wishes,
Robert and Debra Plant
1990 W 150th Ave.
Broomfield, CO  80023
April 22, 2019

Robert and Debra Plant
1990 W 150th Ave.
Broomfield, CO 80023

To: John and Julie Hosking
1077 N Half Hitch Rd
Prescott Valley, AZ 86314

RE: 1990 W 150th Ave., Broomfield Co 80023
Legal Desc: Lot 1 Wright Acres, formerly known as Lots 1 through 4 of Block 5, Waddle Subdivision, County of Adams, State of Colorado

Dear John and Julie Hosking,

This letter is to notify you of our application at Adams County Colorado for a Conditional Use Permit for the above referenced property. A mineral estate search shows that you may have ownership of at least some of the mineral rights under this property.

We are applying for a Conditional Use Permit for the purpose of conducting Equine Assisted Mental Health and Learning at our property and to board horses in order to conduct this work. No new development is planned as all improvements are pre-existing.

Should you have any questions, please feel free to contact us at the above address, or to contact Adams County Community and Economic Development Department.

Thank you,

Best wishes,
Robert and Debra Plant
1990 W 150th Ave.
Broomfield, CO 80023
DEED OF MINERAL RIGHTS DISTRIBUTION
(Testate Estate)

THIS DEED is made by: Dorothea B. Green as Personal Representative of the Estate of Dan A. Green, a/k/a Dan Green, Deceased, Grantor, to Dorothea B. Green, whose legal address is, 14832 Shoshone St., Broomfield, CO 80022, Grantee.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent and is dated November 21, 2005, which Will was duly admitted to informal probate on August 5, 2011, by the District Court in and for the County of Adams, State of Colorado, Probate No. 2011PR408.

WHEREAS, Grantor was duly appointed Personal Representative of said Estate August 5, 2011, and is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantee, 100% of the Estate's Royalty and Mineral Interests, as the person entitled to distribution of the property in the above captioned Estate, all of the right, title and interest of the Grantor in and to all oil, gas or other mineral rights in and to the following described property situate in the County of Adams, State of Colorado as:

T19 R55 Sec 18: N2
Adams County, State of Colorado

With all appurtenances and subject to oil and gas leases of record.

Executed 3/9/2012

Dorothea B. Green

STATE OF COLORADO

COUNTY OF Westminster

The foregoing instrument was acknowledged before me this 9 day of March, 2012, by:

Dorothea B. Green as Personal Representative of the Estate of Dan A. Green, a/k/a Dan Green, Deceased.

Witness my hand and official seal.

Chermaine Alberski
Notary Public

AFTER RECORDING RETURN TO:
Julie Smith McVey, Esq.
12500 West Colfax Avenue, Suite C-400
Lakewood, CO 80215

Re: MINDD Karen Long, Adams County, CO
Robert and Debra Plant  
1990 W 150th Ave.  
Broomfield, CO 80023  

April 22, 2019

To:
Dorothea Green  
14832 Shoshone St  
Broomfield, CO 80023

RE: 1990 W 150th Ave., Broomfield CO 80023
Legal Desc: Lot 1 Wright Acres, formerly known as Lots 1 through 4 of Block 5, Waddle Subdivision, County of Adams, State of Colorado

Dear Dorothea Green,

This letter is to notify you of our application at Adams County Colorado for a Conditional Use Permit for our property referenced above. A mineral estate search shows that you may have ownership of at least some of the mineral rights under this property.

We are applying for a Conditional Use Permit for the purpose of conducting Equine Assisted Mental Health and Learning at our property and to board horses in order for us to conduct this work. No new development is planned as all improvements are pre-existing.

Should you have any questions, please feel free to contact us at the above address, or to contact Adams County Community and Economic Development Department.

Thank you.

Best wishes,
Robert and Debra Plant  
1990 W 150th Ave.  
Broomfield, CO 80023
REQUEST FOR NOTIFICATION OF APPLICATION FOR DEVELOPMENT

1. Extraction Oil and Gas, LLC, and its affiliates, (together "Extraction") is a Mineral Estate Owner as defined by C.R.S. § 24-65.5-102(5) because it is the owner or lessee of a mineral estate underneath those lands identified in Exhibit "A" (the "Property").

2. Pursuant to C.R.S. §§ 24-65.5-101 et seq., Mineral Estate Owners must be provided with advance notice of certain types of surface development.

3. Extraction hereby requests notification of any Applications for Development as defined by C.R.S. § 24-65.5-102(2). Notices should be sent by certified mail, return receipt requested, or by a nationally-recognized overnight courier, no less than thirty days prior to the initial public hearing on the application, whether conducted by the local government planning commission, city council, or board of county commissioners. The notice must contain the time and place of the initial hearing, the nature of the hearing, the name of the applicant, and the legal description of the property by section, township, and range. Notices should be sent to the following address:

   Extraction Oil & Gas LLC
   370 17th St. Ste. 5300
   Denver, Colorado 80202

4. This Request is placed of record to provide third parties who have or may claim an interest in the surface of the Property with notice of the vested property rights of Extraction in and to the Property to include the right to use the surface thereof as provided by law for its oil, gas and other mineral development operations.

5. Nothing in this Request shall be construed to limit the rights or enlarge the obligations of Extraction or any of its agents, employees, designees, lessees, co-owners, successors or assigns to develop the mineral estate in and under the Property.

Executed this 12th day of July, 2016.

EXTRACTION OIL AND GAS, LLC

BY: Allyson Vistia, Land Manager

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 12th day of July, 2016, by Allyson Vistia as Land Manager for Extraction Oil and Gas, LLC.

Witness my hand and official seal.

My Commission expires: 1/1/18

JESSE NICOLE SCHMIDT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2014420313
MY COMMISSION EXPIRES JANUARY 21, 2018
Robert and Debra Plant
1990 W 150th Ave.
Broomfield, CO 80023

April 22, 2019

To:
Extraction Oil & Gas LLC
370 17th St., #5300
Denver, CO 80202

RE: 1990 W 150th Ave., Broomfield CO 80023
Legal Desc: Lot 1 Wright Acres, formerly known as Lots 1 through 4 of Block 5, Waddle Subdivision, County of Adams, State of Colorado

To whom it may concern,

This letter is to notify you of our application at Adams County Colorado for a Conditional Use Permit for the above referenced property. A mineral estate search shows that you may have ownership of at least some of the mineral rights under this property.

We are applying for a Conditional Use Permit for the purpose of conducting Equine Assisted Mental Health and Learning at our property and to board horses in order to conduct this work. No new development is planned as all improvements are pre-existing.

Should you have any questions, please feel free to contact us at the above address, or to contact Adams County Community and Economic Development Department.

Thank you.

Best wishes,
Robert and Debra Plant
1990 W 150th Ave.
Broomfield, CO 80023
APPLICANT’S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT
PURSUANT TO C.R.S. 624-65.5-103.3 (1)(b)

I/We, Robert and Robert Plant, (the “Applicant”) by signing below, hereby declare and certify as follows:

Concerning the property located at:

Physical Address: 1990 W. 150th Ave, Broomfield, CO 80023
Legal Description: 1975 W 150th Ave, Broomfield, CO
Parcel #: 0157316206009

With respect to qualifying surface developments, that (PLEASE CHECK ONE):

X No mineral estate owner has entered an appearance or filed an objection to the proposed application for development within thirty days after the initial public hearing on the application; or

The Applicant and any mineral estate owners who have filed an objection to the proposed application for development or have otherwise filed an entry of appearance in the initial public hearing regarding such application no later than thirty days following the initial public hearing on the application have executed a surface use agreement related to the property included in the application for development, the provisions of which have been incorporated into the application for development or are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located so as to provide notice to transferees of the Applicant, who shall be bound by such surface use agreements; or

The application for development provides:

(i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;

(ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and

(iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: 5/8/2019 Applicant: Robert and Robert Plant

After Recording Return To:

By:
Print Name: Robert Plant
Address: 1990 W. 150th Ave, Broomfield, CO 80023
Traffic Impact: 1990 W 150th Ave., Broomfield 80023

We have a well-maintained road to our property used by ourselves and one neighbor. We jointly maintain this road. Ours is the first house served by the driveway.

Proposed Development: Existing equine operations providing boarding, equine assisted activities and lessons.

Existing Traffic: Our driveway is used by 2 residences; ourselves and one neighbor each consisting of two persons and two cars. Each resident is allowed 9.5 trips per day. Our average is much lower because we work from home.

Boarders: One person visits Mount Moriah Stables two times a day, Tuesday through Sunday for the purpose of feeding horses and cleaning stalls. Total trips per week: 24.

Boarders visit the barn an average of one trip, four days a week to care for, exercise and ride their horses. The number of boarders currently is three. Total trips per week: 24.

Clients and Students: Currently we are experiencing an average of 10 client visits a week. Total trips per week: 20.

Occasional Clinics: Clinics are possible. These would most likely occur once every 2 or 3 months and could result in 6-12 vehicles. Using a maximum of 12 vehicles visiting every other month would result in an insignificant change to daily traffic.

Miscellaneous visits include volunteers, UPS deliveries, vet and farrier visits and occasional groups including addiction recovery centers, Hearts n Hands I/DD clients, and Church groups (these typically arrive by van in groups) Total trips per week: 10.

Times of Day, days of the week: Hours are 10 a.m. (once horses have finished breakfast) until 7 p.m. during summer and 4 p.m. during the winter. Days of the week are Monday through Saturday.

Expected traffic growth: Groups (church groups, addiction recovery, Young Life, Hearts n Hands) usually arrive in one van or vehicle and can include 4 to 10 clients. We anticipate serving larger groups and individuals in the future and double the clients we serve. Activity would primarily take place during the summer months.

Crash History: We have no vehicle crash history.

Expected developments: None.

Parking: We provide ample, graveled parking easily accommodating current demands with room for growth.

Trip Totals:

- Monthly Average: 312
- Weekly Average: 78
- Daily Average: 11.1 (Not counting personal trips)

Projected Daily Average: 15.4

Note: Doubling our service would increase all of the above except Boarders.

Note: These numbers are taken from our current schedule.
WHEREAS, on the 8th day of July, 1991, the Board of County Commissioners, held a public hearing on the application of Burton and Glenda Wright, requesting: 1) Rezoning from A-2 to A-1; 2) Amended Plat to consolidate four lots into one lot; and 3) Conditional Use to construct a building on a lot without 30 feet of frontage on a County maintained right-of-way, on the following described property:

Lots 1, 2, 3, and 4, Block 5, Maddle Subdivision

APPROXIMATE LOCATION: Southeast corner of 150th Avenue & Tejon St.

WHEREAS, the Adams County Planning Commission held a public hearing on the 27th day of June, 1991, and forwarded a recommendation of approval to the Board of County Commissioners, based on the following findings of fact:

1. The rezoning and amended plat requests are compatible with the Adams County Zoning and Subdivision Regulations with regard to lot size.

2. If the applicant were to enter into agreements with the other users to the access driveways on Tejon Street and 150th Avenue to assure maintenance, the Conditional Use permit for access would be appropriate.

3. With the addition of the recommended plat notes concerning access and site design the Amended Plat would be compatible with the surrounding area.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the application of Burton and Glenda Wright, requesting Rezoning, Amended Plat and Conditional Use on the above described property, is hereby approved, subject to the following:

CONDITIONS PRECEDENT - Amended Plat:

1. Submittal of a revised plat document with the addition of the following plat notes:

   a. Until Tejon Street is improved to County specifications and maintenance is assumed by the County Highway Department, maintenance of the driveway shall be a private matter and responsibility for said maintenance would fall on all those property owners that use the right-of-way for access to their lots, including the owner of this subdivision.

   b. A turn-around area for emergency vehicle access and use, designed and constructed to the specifications of the West Adams Fire Protection District, shall be maintained on the property and in public right-of-way until such time as Tejon Street and/or 150th Avenue is constructed and maintained by Adams County or any other local government.

2. Submittal of a development agreement for street construction along Tejon Street, 150th Avenue, and Shoshone Street.
THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND PASS TO GRANTEES, AND GRANTEES' HEIRS AND ASSIGNS UNTIL JANUARY 1, 1975.

1. No building shall be erected, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the grantor, their heirs or designated representative. In the event that grantor or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot plan have been submitted, or in the event no suit to enforce the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

2. No structure whatever, other than one private single family dwelling together with a private garage or servants quarters and suitable barn or shed for horses, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a family dwelling, either temporarily or permanently.

3. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of 1,400 square feet except that where the said principal dwelling is 1 1/2 or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area; providing that the total living area of the 1 1/2 or 2 stories is not less than 1,400 square feet. The exterior of each dwelling shall be constructed of not less than 1 1/2 brick or natural stone.

4. No building or other structure shall be located on any lot nearer than fifty (50) feet of the front, side or rear lot line.

5. No animals livestock, or poultry of any kind, except horses, shall be kept, bred or raised on any plot for commercial purposes. However, that no more than two horses may be kept, bred or raised for commercial or other purposes for each acre or additional fractional acre in each plot. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted.

6. Enforcement shall be by the proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, without the restraining violations or to recover damages, or both.

7. Violation of any one of these restrictions by judgment or county order shall be no wise affect any of the other provisions which shall remain in full force and effect.
Colorado Open Records Act (CORA) Request Form

Date: April 25, 2019

Name of Requesting Party: Robert and Debra Plant

Contact Information: (phone and/or email address) debra@mtmoriahstables.com

Request: (please be as specific as possible)

Any variances recorded for our property at:

1990 W 150th Ave., Broomfield, CO 80023
Parcel # 057316206009
Sub: Wright Acres Lot: 1

Thank you!

Document Review Preference: (if options are available)

☐ In person in County office/department

☑ Email

☐ Photocopy

☐ Other:  

__________________________________________________________________________
**CASE NUMBER:** 80-91-V  
**APPLICANT'S NAME:** Artichoker

<table>
<thead>
<tr>
<th>Location of Request:</th>
<th>Southeast corner of 150th Avenue and Tejon Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Name:</td>
<td>Burton and Glenda Wright</td>
</tr>
<tr>
<td>Hearing Date:</td>
<td>July 18, 1991</td>
</tr>
</tbody>
</table>
| Request:             | 1. Variance of 185 feet from the required 205 feet of setback for accessory structures from the front property line on a lot with three frontages.  
                       2. Variance to allow fences, higher than 42 inches within the front setback in a subdivided, agricultural Zone District. |
| Site Size:           | 1.89 acres                                       |
|                       | Zone District & Overlay: A-1 Zone District       |
| Proposed Use:        | Residential with accessory buildings for horses  |
| Existing Use:        | vacant                                           |
| Report Final:        | ![Image]                                         |
| Report Date:         | July 12, 1991                                    |

**SUMMARY OF APPLICATION - Variance:**

The applicant, Ben Artichoker, is planning to build a single family residential structure on this lot in the very near future. As accessory uses to the residence, the applicant would like to construct horse corrals, sheds and related fencing within one of the front setback areas. The property has recently been rezoned and the plat amended to accommodate the well and septic facilities proposed. As a result the lot would have three street frontages: Tejon Street, 150th Avenue, and Shoshone Street. The requested variances would involve the Shoshone Street frontage. Neither 150th Avenue nor Shoshone Street have been constructed and plans for this road construction are not scheduled for the near future. The applicant takes access from the Tejon and 150th Avenue rights-of-way as per the recent Conditional Use (#59-91-Z-C-AP) approved July 8, 1991.

**RECOMMENDED FINDINGS OF FACT:**

1. Peculiar physical circumstances exist in the form of three front property lines that prevent the applicant from locating accessory structures on the lot in a reasonable fashion.

2. Literal interpretation of the Zoning regulations would deprive the applicant from constructing accessory structures and fences in an area on the property that would be reasonable for the intended uses (keeping of horses).

3. If the proposed accessory buildings are located a minimum of 30 feet from the Shoshone Street they would meet the intent of the Zoning Regulations and the Comprehensive Plan.

4. If the proposed solid screen fencing at the northeastern corner of the lot is removed upon completion of construction of the 150th Avenue and Shoshone Street right-of-ways, This fencing would be compatible with the surrounding area.

5. The proposed accessory structures and fencing would be in keeping with existing development in the area and would be detrimental to future quality development.

**RECOMMENDED CONDITIONS OF APPROVAL:**

**Conditions Precedent:**

1. Submittal of a revised site plan to locate the proposed accessory structures a minimum of 30 feet from the Shoshone Street property line.

**Stipulations:**

1. In order to eliminate sight distance conflicts when the streets are constructed, the proposed fencing located at the northeast corner of the lot shall be removed upon completion of 150th Avenue or Shoshone Street.

**REVIEW CRITERIA:**

1. Peculiar physical circumstances apply to lot?

The applicant is faced with the difficulty of developing a triple frontage lot. Triple frontage lots are not a common nor desirable configuration for subdivisions. Unfortunately in this
case the Waddle Subdivision was platted prior to the requirement for 2.5 acre minimums for lots using well and septic systems. In order to use this property for residential purposes the applicant has amended the four previous half acre lots into one large lot suitable for housing construction under current standards. In the process of condensing the lots from four to one, a situation has arisen that would restrict the location of accessory structures on the lot.

This particular lot is located within the Waddle Subdivision and has been replatted into the Wright Subdivision. Rights-of-way within these subdivisions have been dedicated by the previous plat. Only Tejon Street has been improved, with this improvement consisting of a private driveway built on the right-of-way. This driveway was permitted for a neighbor, Mr. Gordon Gerbrandt, through action of the Board of Adjustment in case A-113-79. The 150th Avenue and Shoshone Street rights-of-way have not been constructed to County specifications and no plans to construct either one are scheduled for the near future. Mr. Artchoker will construct a small portion of 150th Avenue so as to provide access to his proposed driveway and to aid in the access and turn-around of emergency vehicles. This use of Tejon and 150th was approved by the Board of County Commissioners on July 8, 1991.

2. Literal interpretation of Zoning Regulations would deprive applicant of rights commonly enjoyed by owners of similarly zoned lots?

If the Regulations are strictly enforced in this case the applicant would not only be restricted as to the location of the accessory structures but also to the location of the main house. The accessory structures could be located on the property and still meet the setback requirements only if the house is built in the northern central portion of the lot. This building configuration is not an acceptable solution for the applicant as he has designed his house to be west facing to take advantage of the access driveway currently existing along Tejon Street and the warmer western sun. To locate the house in the northern portion of the property would force the applicant to develop the lot such that the usefulness of the remaining areas would be severely diminished. The applicant desires to keep horses on the lot and also locate a "sweat lodge" in the northeastern portion of the lot. Due to the constraints of the three frontages and the lack of construction plans for these rights-of-way, the applicant is presented with a hardship that is not normally associated with residential development, even in rural settings.

If the accessory structures can be placed on the lot in accordance with current setback regulations for the principal dwelling, 30 feet from Shoshone Street, the request would be compatible with surrounding properties and would meet the intent of the Regulations.

3. Granting would confer special advantage.

The area is one in which property owners have kept horses and have in some cases boarded horses for other people. These variances would grant the applicant the ability to keep horses in an efficient manner and one that, even if 150th Avenue and Shoshone Street are built, would be in keeping with the neighborhood. If the fencing proposed for the northeast corner is removed, when streets are put in, a special advantage would not be created by these variances. The fencing would need to be removed in order to eliminate conflicts with sight distances at the intersection.

4. Property cannot be developed in accordance with Zoning Regulations?

The property could be developed in accordance with the Regulations under the scenario as explained in number 2 above. The primary dwelling location under this scenario would restrict the applicant from a reasonable amount of enjoyment of the property that is common for other property owners of this Zone District, that of keeping horses.

In order for the applicant to efficiently use the remaining portion of the property for the keeping of horses, the fencing for the containment of these horses would need to be extended as far as possible to the property line. Due to the limitations of the additional frontages the applicant has decided to place the horse corral and arena areas to the southern and eastern portion of the lot. The fencing in this area would be a metal pipe type of fence, approximately 6 feet in height, and would be located 12 feet from the eastern property line, 10 feet from the southern property line and on the southern 100 feet of the western property. If the property was to be developed in strict conformance with the Regulations regarding fencing over 42 inches in height, it would need to be located in an area just to the south of the house and only in the area the width of the house, 30 feet. This severely restricts the use of the property for the keeping of horses.

The applicant is also proposing the location of a solid screen six foot high fence at the northeast corner of the lot for use as a visual barrier. The intended use in this area is for a sweat lodge to be used in the personal religious practices of the applicant. The applicant intends to extend this fence for approximately 100 feet along both the northern and eastern property lines. The applicant is prepared to remove the fence once the 150th or Shoshone Street rights-of-way are constructed by the County. This would be needed in order to meet County standards for visibility at the corner intersection. Currently there is no development to the immediate north and east of this area.
BOARD OF ADJUSTMENT

July 18, 1991

Meeting was held at 1:30 p.m. in the Adams County Administration Building, 450 South 4th Avenue, Brighton, in the fourth floor conference room.

ROLL CALL:

Ken Mitchell, Chairman
Ron Nichol, Vice Chairman
Lula Eppinger, Secretary
David Moran
Jerry Rohlf
Paul Tochtrop, Alternate

Present
Present
Absent
Present
Present
Absent

STAFF:

Margo Schultz, Development Review Section
Mark E. Geyer, Development Review Section
Al Smith, Engineering Department
Jim Robinson, Assistant County Attorney
Jean E. Stinnett, Secretary

Present
Present
Present
Present
Present

As a quorum is present, the Adams County Board of Adjustment is now ready to do business.

A motion was made by Mr. Moran and seconded by Mr. Nichol to approve the minutes of June 6 and June 20, 1991 as written.

Motion carried unanimously.

CASE NUMBER: 62-91-V

APPLICANTS NAME: American Awning Co.

LOCATION: 341 Del Norte Street

REQUESTING: Variance in front (23.5 feet instead of 25 feet) and east side (2.5 instead of 5 feet) setback to allow a carport addition.

FOR APPLICANT: Harold Landis, American Awning

This case was continued as there was a lack of information as to the exact property line location and that issue had some bearing on the variance request. The neighbor to the east had submitted a letter stating his concern that the carport construction could encroach on his property line, as the exact location of the property line was not clear.

A survey has been accomplished since that time. While the survey does not locate proposed improvements, it does establish the wood retaining wall on the east side of the lot as being centered on the property line at a distance of 14 feet from the east wall of the house. The site plan dated 4/24/91 submitted with the case would therefore be accurate.

On this 4/24/91 site plan the setback of the carport from the east property line would be 2.5 feet. The setback of the carport from the south (front) property line would be 23.5 feet.
Based upon that information, the variance requested is a variance of 2.5 feet from the required 5 foot side setback and a variance of 1.5 feet from the required 25 foot front setback. Staff analysis of this information remains the same as that submitted in the staff report dated May 31, 1991.

Staff presented the following Findings of Fact:

1. The lot shape which is curved along the front property line justifies a front setback variance for a carport extension along the existing building line of the home.

2. Location of a detached garage on the lot which could meet setback requirements, instead of an attached carport on the existing driveway, would be extremely expensive due to the lot topography which requires a terraced drive. A garage is a project much larger and more expensive than that intended by the applicant, who wishes to construct only a carport.

3. The carport addition is necessary for the applicant to have convenient access to his car in all weather conditions. An existing attached one car garage was converted to living quarters several years ago to provide adequate living area for the family.

4. The contractor obtained a building permit after submitting a site plan based upon a location improvement certificate obtained by the owner. However, that site plan did not match existing site conditions. This variance request recognizes that the construction which has already started is not in conformance with the requirements of the Zoning Regulations and is the first step to obtain necessary approvals to proceed.

5. A survey has been provided by the applicant, signed and stamped by a registered professional land surveyor, establishing the location of lot lines in relation to the walls of the home and retaining walls and fencing. This adequately addresses concerns of the neighbor to the east as to whether the carport would encroach onto his property.

6. The proposed carport would be compatible with existing and proposed future single family residential uses in the area.

Mr. Landis stated he agreed with the Staff report and they had done an excellent, most thorough job and he really appreciated that. Mr. Landis explained why the carport was placed where it was due to an old site plan and that they were being very careful about the water runoff.

There were no objectors.

A motion was made by Mr. Nichol and seconded by Mr. Rohlf to approve the request, subject to the following:

Stipulation:

Proceed with construction in conformance with the site plan dated 4/24/91 submitted with the variance request.

The motion carried unanimously.

CASE NUMBER: 75-91-S

APPLICANT'S NAME: Monty Winter

LOCATION: 13609 Burlington Blvd.

REQUESTING: Special use for an accessory mobile home.

The applicant proposes to place a mobile home on the site as an accessory residence for her sister, Alana Lay, and her sister's son. She is a single parent, employed full time, and has asthma. Her son also has asthma. The applicant provides childcare during the day for her sister's son and provides medical assistance to both.
Currently her sister is living with her mother. However this arrangement is difficult as the mother is caring for their grandmother who is 80 years old and having her daughter and grandson in the home is too much work for the mother.

If her sister's health improves, she hopes to move out and be self sufficient. If something should happen to her, her son would live with the Winters. The family understands that the permit could not exceed 5 years. They believe that would be an adequate period of time to allow for the family to make more permanent arrangements.

The mobile home is a 1978 gold and white model. The family is working on the unit on weekends to recondition it so that it will be a good place for their sister and her son to live.

Staff presented the following Findings of Fact:

1. Placement of a mobile home as an accessory structure on this A-1 zoned lot is necessary due to the personal circumstances and medical concerns of the applicant's sister and her sister's son.

2. Placement of a mobile home as an accessory structure on this A-1 zoned lot is compatible with the existing surrounding rural residential uses, which include several mobile homes and modular structures, provided all health and safety standards are met and provided the mobile home is installed in accordance with the requirements of the Adams County Building Section.

3. The mobile home would not be highly visible from Interstate 76, a highly traveled public right-of-way in the area. While it would be visible from Burlington Road and 136th Avenue, these are limited circulation streets and carry minimal traffic.

4. The proposed location of a mobile home via a Special Use is a temporary use. While this temporary use is not compatible with the designation of the area as Open Space, Floodplain, and Recreation, as shown on the Airport Environ Plan of the Adams County Comprehensive Plan, it is compatible with other existing uses.

5. The status of stored materials on the site is being investigated by the Zoning Code Compliance Section of the Department of Planning and Development.

Mr. Winter stated they had spent a lot of time and money complying with all the conditions.

OBJECTOR:

Mr. Lyle Pinkerton, 12575 E. 136th Ave., Neighbor to the west
His concern was the size of the property in relation to the amount of people and livestock as well as the well and the septic being adequate for additional people.

Mr. Winter stated they had approval for the septic at this time and the Tri-County Health Dept. tested the water for supply and safety and they would be able to tie into the additional residence.

A motion was made by Mr. Rohlf and seconded by Mr. Morlan to approve the request for a 5 year period, subject to the following:

Conditions Precedent:

1. Submittal of a revised site plan showing the location of the mobile home setback 30 feet from the property line on Burlington Road.

Stipulation:

1. A building permit for the mobile home installation is required.

2. Prior to issuance of the permit, a certification from the Zoning Compliance Section that the site is in conformance with requirements of the Adams County Zoning Regulations is required.
3. Prior to issuance of the permit, a letter of approval from the Division of Water Resources for sharing the existing well or for another water supply arrangement is required.

The motion carried unanimously.

Mr. Rohlf's stated the objectors concerns were valid and other jurisdictions would be acting on them.

CASE NUMBER: 70-91-V

APPLICANT'S NAME: B & M Equipment

LOCATION: 7810 Dahlia Street/ aka 7901 Highway 85

REQUESTING:
1) Variance of 213,182 sq. ft. from the required 279,907 sq. ft. of landscaping required, to allow the applicant to install 66,725 sq. ft. of landscaping;
2) Variance of 460 trees and 1093 shrubs from the required 560 trees and 1120 shrubs required, to allow the applicant to install 100 trees and 27 shrubs.

In 1981 a rezoning and Certificate of Designation were approved for the Used Brick Company to use a portion of the 32 acre site as a construction landfill. The Certificate was never closed by Used Brick and the conditions that were placed on that Certificate of Designation were not fulfilled. In 1984 the Barnett Company received a Certificate of Designation for a five year period for the 32 acre site to be used as a private construction landfill for in-house demolition jobs only. A "screen" fence and landscaping were installed as a condition of approval of the 1984 case as per the original rezoning case approved for the Used Brick Company. Although an automatic sprinkler system was installed, the landscaping subsequently died. Prior to expiration of the Certificate of Designation, the applicant, known as B & M Equipment (Allied Demolition Company), submitted an application for a renewal of the Certificate of Designation. The application is currently being reviewed by the State Department of Health. The landscape Variance being applied for is in conjunction with the Certificate of Designation renewal request now in progress.

The applicant is proposing to install a 15' wide strip of landscaping along the 78th Avenue frontage, and a 25' wide landscape strip along the U.S. Highway 85 frontage road frontage which will include trees to be installed every 20 feet. The applicant has also agreed to install wooden slats and new mesh screening material on the existing chain link fence along both street frontages in order that the fence will function more as a solid screen fence.

Staff presented the following Findings of Fact:

1. Due to the nature of the uses on the site, it would be unreasonable to expect that 20% of the lot be taken up with landscaping. It is also unreasonable to expect the level of care that would be required were the owner to install the amount of plant materials required by the zoning regulations.

2. The applicant is proposing to install a low maintenance, aesthetically pleasing landscape around the perimeter of the site which would consists of hearty plant materials able to withstand the close proximity to the Highway and which would function as a buffer from the activities taking place on the site.

3. Due to the nature of the uses on the site, there is very little public exposure to the interior of the site. Landscaping of the interior of the site would be of little benefit to the public.

4. It is important to install screen fencing and landscaping around the perimeter of the site so as to screen the outside storage occurring on the site from the traveling public both on U.S. Highway 85 and on 78th Avenue.
5. The Adams County Comprehensive Plan anticipates that this area will be manufacturing employment in the future. The landscape plan as proposed by the applicant would be compatible with the anticipated future uses in the area.

6. At the time of final close out of the landfill, should new businesses propose to locate on the site, the issues of landscaping would be revisited at the time a "change in use" application is made to the County.

Mr. Goldberg stated a continuance would be agreeable with him as they were already operating.

A motion was made by Mr. Rohls and seconded by Mr. Morlan to continue this request to August 1, 1991, to allow time for clarification regarding under what conditions and what permits the existing asphalt plant on the site is doing business.

The motion carried unanimously.

CASE NUMBER: 71-91-V
APPLICANT'S NAME: Roger Hall
LOCATION: 8150 Albert Ct.
REQUESTING:
1) Variance of 900 sq. ft. in area in excess of the 900 sq. ft. allowed, for a total area of 1800 sq. ft., area for an accessory building;
2) Variance of 6 ft. in height in excess of the 176 ft. height allowed for an accessory building for a total of 22 ft. in height;
3) Variance of 3 ft. from the 5 ft. side setback required for an accessory building to allow the building to be constructed.

The applicant is proposing to construct a 40' x 45' x 22' high accessory building at the rear of his property for use in storing a large motor home, a car trailer, a boat and two restored antique automobiles. The applicant has indicated that he intends to retire from his job at the City of Denver Fleet Management Center in two to three years, and also wishes to construct a woodshop in the center of the proposed building on the second story as a hobby shop. He has indicated that he does not intend to use the shop for commercial purposes. The building would be located 2' from the west (side) property line and would encroach 4' into an existing utility easement located at the rear and west side of the property.

The building as proposed would be supplied with electricity, but would not be supplied with running water and sewer. The building would be wood frame with wood siding in keeping with the applicant's home and the other surrounding homes.

A second driveway would be constructed on the applicant's property for access to the proposed accessory building. The drive would be paved and as proposed would be approximately 12' wide at the street and approximately 45' wide at the entrance to the proposed building.

Staff presented the following Findings of Fact:

1. Although the proposed building would not be highly visible except from the open space park, the building as proposed would be approximately 400 square feet larger than the house and could have the potential to dominate the lot.

2. While the concept of a building of smaller height and area on the lot for use in storing some of the recreational vehicles owned by the applicant is acceptable, the accessory
building as proposed would be too large and too tall for the lot and would be incompatible with the character of the neighborhood.

3. Should the applicant be allowed to construct an accessory building which would be larger than his house in order to store an above average number of vehicles on his property, the building would no longer be clearly subordinate to the residence and an unfair advantage would be conferred upon the applicant.

4. The driveway as proposed would take up a very large area on the lot and would be visible from the front of the residence. This amount of paving of a side setback does not meet the intent of the zoning regulations regarding landscaping requirements. A plan more compatible with the neighborhood would propose a driveway of no more than 22' in width as required by the zoning regulations, except at a certain distance from the accessory building at which point it could widen gradually to accommodate the access of vehicles into the garage.

5. Although the side setback variance as requested would be acceptable, the overall size and height of the building do not appear to be accessory in nature. However, due to the size and location of the lot, a larger than standard building could be compatible if properly designed.

Mr. Hall: I will be excavating 3 ft. below ground level so the building will be 19 ft. instead of 22 ft.

Mr. Rohlf: How out of of scale is the building, is it negative to the area?

Ms. Schultz: An accessory building is supposed to be subordinate to the primary building on site and when it is larger it doesn't seem to be subordinate.

Mr. Rohlf: Can you down size this building?

Mr. Hall: I can but then it won't meet my needs.

Mr. Nichol: What is the zoning here and what is the square foot required for a lot, isn't it 7200 square feet?

Ms. Schultz: R-1-C. I'd have to look that up.

Mr. Nichol: He has 15000 something and has more than double to build another home and garage. The point is, I disagree with the finding of fact that states it wouldn't fit in with the neighborhood.

Mr. Hall: I have a map of the area and have these letters signed by people who don't care. The map was marked Applicant's Exhibit #1 and the 24 letters were marked Applicant's Exhibit #2.

There were no objectors.

A motion was made by Mr. Morlan and seconded by Mr. Nichol to approve the variance as requested.

The motion carried unanimously.

The Findings of Fact were changed as follows:

1. The proposed building would not be highly visible except from the open space park, the building as proposed would be approximately 400 square feet larger than the house.

2. The square footage and location of the lot would be compatible with the neighborhood.

3. Although the side setback variance as requested would be acceptable, the overall size and height of the building do not appear to be accessory in nature. However, due to the size and location of the lot, a larger than standard building could be compatible if properly designed.
Mr. Morlan: Comment. I agree with the staff that the building as proposed is too large for the neighborhood, but in light of the fact that there is no opposition from the neighborhood and the size of the lot and what it backs into, I would be in favor of the variance.

Mr. Rohlfis: I agree with Staff and Mr. Morlan and because the neighborhood supports the proposal, I think so should we.

CASE NUMBER: 72-91-S-V

APPLICANTS NAME: Thompson Pipe and Steel

LOCATION: 6030 North Washington St.

REQUESTING:
1) Special Use for a temporary office unit for three years.
2) Variance of 8 feet from the required 75 feet in the front setback, allowing a 67 foot front setback for the temporary office unit.

FOR APPLICANT: Paul Molliconi, Thompson Pipe and Steel

The applicant, Thompson Pipe and Steel Company, has recently experienced a rapid growth in sales. In addition to this growth the corporate office in Tennessee has undertaken a new direction with regard to computer automation. This has caused the need to hire additional administrative, engineering, and factory personnel, which in turn, has created a need for more office space. The applicant wishes to use a temporary structure for this office space need due to the uncertainty of the continuation of this increase in sales into the future. If the need for the additional employees continues after a period of three years the applicant proposes to construct a new, permanent office addition. The proposed unit would be 24' x 60' in size and would be made from materials that would match the existing office building.

The applicant also wishes to locate the unit just to the south of the existing office building so that the restroom facilities of the main office could be used in an efficient manner. The unit would be located approximately 67 feet from the front property line and six feet from the existing building. The applicant has chosen this location to avoid the recessed loading dock ramp to the east of the proposed location. The office could not be located to the east of the loading dock due to the presence of driveway and storage areas, and could not be located to the north of the building due to the existence of the employee/customer parking lot. The unit would be setback approximately 15 feet further than the existing office building.

Staff presented the following Findings of Fact:

1. A need for the temporary office unit has been demonstrated due to the uncertainty of the permanent nature of the increase in personnel for the operation.

2. The addition of the temporary office unit, if similar in appearance with the existing office building, would not be a detriment to existing development in the surrounding area.

3. Addition of a temporary office unit for three years would be compatible with the Regulations and with the Comprehensive Plan.

4. Peculiar physical circumstances are present in the form of a nonconforming building relative to front setback, an existing parking lot, an existing loading dock, and an area used for the daily operations of the business, which creates a hardship for the applicant with regard to the location of the proposed unit relative to the front property line.

5. Granting of a variance of eight feet from the required 75 foot front setback for a temporary structure for three years would not be detrimental to the area and would be in keeping with the intent of the Regulations and Comprehensive Plan.
6. Granting of a variance in front setback for the office unit for three years would not deter future quality development on the site or in the area.

Mr. Molliconi: We agree with the Staff and their report.

Mr. Moran: Is three years going to be enough time?

Mr. Molliconi: I hope so. If we get the new business we expect, we would like to build a permanent building to continue.

There were no objectors.

A motion was made by Mr. Rohlfis and seconded by Mr. Nichol to approve the request as follows:

APPROVAL, Special Use, subject to the following:

Condition Precedent:

Submital of building elevations for the unit depicting the exterior appearance. The exterior appearance of the unit shall be similar to those of the existing office building with regard to materials and color.

Stipulation:

The Special Use for the temporary office unit shall expire 5 years after the Certificate of Occupancy is issued. After this date the unit shall be removed.

APPROVAL, Variance, subject to the following:

Stipulation:

The variance in setback applies to the temporary office unit only.

The motion carried unanimously.

Mr. Rohlfis: Thompson Pipe and Steel has been a long time business in Adams County and a good neighbor and I think we should give them the most flexibility that we can.

CASE NUMBER: 74-91-S

APPLICANT'S NAME: Kraemer & Sons, Inc.

LOCATION: 851 East 68th Ave.

REQUESTING: Special Use for continued use of agricultural land for a construction and storage yard.

FOR APPLICANT: Bill Rumler, Regional Manager, Kraemer & Sons

The applicant, Kraemer and Sons Inc., is currently using the property as a construction and storage yard in conjunction with a bridge building project in the I-25, I-76, and US 36 interchange improvement project. The former user of the property, Cat Construction was granted a Special Use to perform the same activities, that of storage of equipment, materials and office trailers for a road project in the same area. This Special Use was to have expired on December 31, 1990. The applicant had subsequently leased the space under the assumption that the previous Special Use would cover his operation. The applicant is seeking an extension of this Special Use to enable him to continue the use for an additional three years and eight months to attain the maximum five year period allowable under the Special Use process. The applicant currently has a contract to construct the bridge at 70th Avenue which will end some time later this year. However, he is continually bidding work...
for additional projects in the area and wishes to operate from this yard if the contracts are
awarded to him.

Staff presented the following Findings of Fact:

1. The applicant’s proposed construction storage lot would provide for an efficient location
for materials and office trailers necessary for completion of highway projects related to the
I-25, I-76, I-270, and US 36 interchange improvement that would benefit the traveling
public as well as the citizens of Adams County.

2. If the site is properly screened on all sides, is returned to its former pre-development
condition, stacking heights are reduced, and driving surfaces are gravelled to control dust
and mud, the temporary use of the property for a storage yard would not deter the future
quality development of the site or of the area.

3. A temporary construction storage yard of this type meets the applicable requirements of
the Adams County Comprehensive Plan and Zoning Regulations.

Mr. Rumler: If I can only have a guaranteed time to December 31, and we are unsure of
any other bids, a $15,000 fence with screen will be unacceptable. We are only renting the
land.

Mr. Mitchell: Do you agree with the other Stipulations?

Mr. Rumler: We need a loader and fork lift in there to load with.

Mr. Rohlf: Can you agree to loading only during the day?

Mr. Rumler: Most of our stuff is stored at the job site and all we have stored there is
lumber and plywood forms.

Mr. Rohlf: Mr. Geyer, this site is presently used for this purpose and doesn’t have a
fence, why is that necessary at this time.

Mr. Geyer: The previous special use was granted for a very short period of time. The
applicant has requested an extension for a 4 or 5 year period and Staff felt now if it would
become a permanent situation, a fence would be appropriate to screen it from the new
improved Highway 76 and local traffic on 68th Ave.

Mr. Rohlf: It seems the Stipulation #1 states only until December 31.

Mr. Geyer: That is taking into consideration the Applicant does not secure any other work
in that interchange area. Staff is not opposed to allowing the applicant or the property
owner to lease the property out for the same purpose if they could follow these same
stipulations and with that it will be a long term issue.

Mr. Nichol: At this point you only need 5 months? Is there a possibility that you may need
another year or so?

Mr. Rumler: We could get another job the first of August at 56th Ave and I-25 with more
work coming in September but we don’t know.

Mr. Nichol: I am looking at this a year at a time and without the fence, would it be any
problem for you to keep the stacking of materials down to 8 ft.?

Mr. Rumler: There is plenty of room on that lot and that would be no problem.

Mr. Nichol: I don’t think at this point in time, with all the construction going on, a fence
will not help. If we keep the time limit down and if he needs more time, we could look at it
again.

Mr. Rumler: We have some of it fenced now and could fence it later if we had to.

There were no objectors.

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A motion was made by Mr. Rohlf and seconded by Mr. Nichol to approve the request subject to the following:

Stipulations:

1. The Special Use shall be for Kraemer and Sons, Inc. only and shall expire on December 31, 1991. If the applicant can provide proof of contracts for additional highway construction projects in the area of the I-25, I-76, I-270, 56th and I-25 and US 36 interchange, the Special Use shall be extended to the end of these contracts or until April 5, 1995 which ever occurs first.

2. Activities on the site shall be limited as follows: Types of materials and equipment on the lot shall be limited to two office trailers, forms and other concrete setup materials, precast concrete traffic barriers, and other miscellaneous building materials. No fuels or hazardous materials shall be stored on the site. Any and all heavy equipment necessary in the general construction business of the applicant will be allowed on the site. Heavy vehicle trips shall be limited to a maximum of five trips per day. There shall be no night time activities permitted (between the hours of 10:00pm and 6:00am).

3. All employee parking areas and areas used for traffic shall be surfaced with gravel to prevent mud and dust problems.

4. Stacking of materials shall not exceed 8 ft. in height.

5. There shall not be a lapse of over two months in activity on the site, and all stipulations shall be in effect for the life of the Special Use.

6. Upon expiration of the Special Use permit, all equipment, materials, and improvements shall be removed from the property and all disturbed areas shall be reseeded with a mixture of native grasses. All gravel shall be removed and the site restored to its previous condition.

The motion carried unanimously.

The applicant, Ben Artichoker, is planning to build a single family residential structure on this lot in the very near future. As accessory uses to the residence, the applicant would like to construct horse corrals, sheds and related fencing within one of the front setback areas. The property has recently been rezoned and the plat amended to accommodate the well and septic facilities proposed. As a result the lot would have three street frontages: Tejon Street, 150th Avenue, and Shoshone Street. The requested variances would involve the Shoshone Street frontage. Neither 150th Avenue nor Shoshone Street have been constructed and plans for this road construction are not scheduled for the near future. The applicant takes access from the Tejon and 150th Avenue rights-of-way as per the recent Conditional Use (#89-91-Z-C-AP) approved July 8, 1991.

Staff presented the following Findings of Fact:

1. Peculiar physical circumstances exist in the form of three front property lines that prevent the applicant from locating accessory structures on the lot in a reasonable fashion.
2. Literal interpretation of the Zoning regulations would deprive the applicant from constructing accessory structures and fences in an area on the property that would be reasonable for the intended uses (keeping of horses).

3. If the proposed accessory buildings are located a minimum of 24 feet from the Shoshone Street they would meet the intent of the Zoning Regulations and the Comprehensive Plan.

4. If the proposed solid screen fencing at the northeastern corner of the lot is removed upon completion of construction of the 150th Avenue and Shoshone Street right-of-ways, this fencing would be compatible with the surrounding area.

5. The proposed accessory structures and fencing would be in keeping with existing development in the area and would not be detrimental to future quality development.

Mr. Artichoker: I need some explanation on some of these items.

Mr. Geyer explained the regulations and the different situation with this property.

The Board asked Mr. Artichoker if his plans would fit in with the recommended stipulations and conditions. He explained what he was going to do with the property and how this would work.

Mr. Smith: The Transportation Department does plan to go through with 150th Avenue as a main East/West carrier. Shoshone is an access road to 150th Ave. Whether or not that can be vacated remains to be seen.

Mr. Nichol: Do you understand that if 150th Ave. does go through, you would have to take your fence and improvements down?

Mr. Artichoker: Yes, I understand and that would be no problem. The barn I am putting up is a Port-a-Stall Barn and that can be moved quite easily.

Ed Harris 1881 W. 149th Ave
Didn't want Shoshone St. to go through as it would cut through his property too much. He had no objections to Mr. Artichoker's plans for his property.

There were no objectors.

A motion was made by Mr. Nichol and seconded by Mr. Morlan to approve the request subject to the following:

Stipulation:

1. The proposed fencing located at the northeast corner of the lot shall be removed or relocated upon completion of 150th Avenue or Shoshone Street to provide for a proper site triangle.

The motion carried unanimously.

The Chairman asked for any Old Business or any New business. Being none, the meeting was adjourned at 3:30 PM.