



## **AGENDA**

**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, December 1, 2020 - 9:30 a.m.**

### **Call to Order** **Pledge of Allegiance** **Revisions to Agenda** **Consent Agenda**

Approval of the Minutes of the November 17, 2020 meeting.

Acknowledge the receipt of the Veteran's Service Officer's Monthly Report and Certification of Pay Form for the month of November, 2020.

Acknowledge the receipt of the Clerk and Recorder's Report for the month of October, 2020.

Acknowledge the receipt of the Sheriff's Fee Report for the month of October, 2020.

### **Unfinished Business** **New Business**

Consideration of the approval of an agreement between Logan County and RF Systems, LLC concerning maintenance of the Television Translator System in Logan County for a two-year period, beginning January 13, 2021 through January 2, 2023.

Consideration of the approval of Resolution 2020-42 approving the Final Plat for the Walraven Minor Subdivision located in the Southwest Quarter (SW1/4) of Section 27, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Robert Mari and issuance of Right of Way Permit #2020-25 for use of the county right-of-way to trench across County Road 29 for a 10" water pipeline.

Consideration of the approval of an agreement between Logan County and Willard Telephone Company and issuance of Right of Way Permit #2020-26 for use of the county right-of-way along County Road 18 for a fiber optic drop.

### **Other Business** **Miscellaneous Business/Announcements**

The next meeting will be scheduled for Tuesday, December 15, 2020, at 9:30 a.m. at the Logan County Courthouse.

### **Executive Session as Needed** **Adjournment**

November 17, 2020

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Joseph A. McBride  
Jane Bauder  
Byron Pelton

Chairman  
Commissioner  
Commissioner

Also present:

Alan Samber  
Pamela Bacon  
Marilee Johnson

Logan County Attorney  
Logan County Clerk  
Tourist Information Center Director/County Public  
Information Officer  
Planning and Zoning  
Logan County Sheriff  
Logan County Undersheriff  
Logan County Economic Development  
Logan County Finance  
Logan County EMS  
Logan County Pest  
Journal-Advocate

Rob Quint  
Brett Powell  
Ken Kemsey  
Trea Miller  
Debbie Unrein  
Jerry Casebolt  
Dave Appelkans  
Jeff Rice

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. No revisions were noted.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the November 3, 2020 meeting.
- Acknowledge the receipt of the Treasurer's Report for the month of October, 2020.
- Acknowledge the receipt of the Landfill Supervisor's Report for the month of October, 2020.
- Appointment of Jerry Casebolt to the Logan County Fair Board as the Event Seating Coordinator for a three-year term to expire November, 2023.
- Appointment of Janie Rasmussen to the Logan County Fair Board as Queen Coordinator Assistant for a three-year term to expire November, 2023.
- Reappointment of members to the Logan County Fair Board for a three-year term to expire November, 2023.

Commissioner Pelton moved to approve the Consent Agenda. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride continued with Unfinished Business:

Commissioner Bauder moved to approve the third round of Small Business Grants. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

Chairman McBride opened a public budget hearing to consider the Proposed Logan County Budget for fiscal year 2021. Chairman McBride hearing no further comments, closed the public hearing.

Commissioner Bauder moved to approve the Logan County Budget for fiscal year 2021. Chairmen McBride seconded and the motion carried 2-1. Commissioner Pelton listed reasons for not voting in favor of the budget.

Chairman McBride opened a public budget hearing to consider the Proposed Logan County Pest District Budget for fiscal year 2021. Chairman McBride hearing no further comments, closed the public hearing.

Chairman McBride moved to approve the Logan County Pest District Budget for fiscal year 2021. Commissioner Bauder seconded and the motion carried 2-1.

Commissioner Pelton moved to approve the transfer of a Hotel & Restaurant Liquor License from L7BG LLC, dba Northeastern 18, to Sterling Golf Investments, LLC, dba Northeastern 18 and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution 2020-39 granting a Conditional Use Permit (CUP) #243 for the construction, maintenance and operation of a Solar Garden operated by Pivot Solar 13, LLC, consisting of approximately 6200 solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed two (2) megawatts, located on a 10 to 12 acre parcel leased from Douglas A. Carrigan in the Southwest Quarter (SW1/4) of Section 35, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2020-40 granting a Conditional Use Permit (CUP) #244 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed ten (10) megawatts, to be developed in phases and construction to occur over the next five (5) years, located on a 50-acre parcel, more or less, leased from State of Colorado, State Board of Land Commissioners, in the Southeast Quarter (SE1/4) and Southwest Quarter (SW4) of Section 35, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 3-0. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution 2020-41 for a Subdivision Exemption on behalf of Albrandt Farming, LLC to create a 3.99-acre parcel from a 160-acre parcel in an Agricultural zone district in the Northwest Quarter (NW1/4) of Section 30, Township 6 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

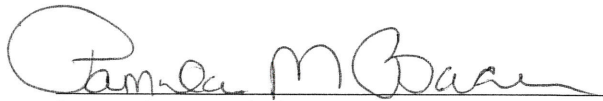
#### Announcements:

County Offices will be closed Thursday, November 26 and 27, 2020 in observance of Thanksgiving.

The next business meeting will be scheduled for Tuesday, December 15, 2020, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:45 a.m.

Submitted by:

  
Logan County Clerk

Approved: December 15, 2020

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Joe McBride, Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder





**Colorado Department of Military and Veterans Affairs**  
**County Veterans Service Officers Monthly Report and Certification of Pay**

County of Logan Month of Nov. 2020

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls*	190	21-4142 & 21-4142a	05/05
Office Visits	30	MILITARY RECORDS/CORRECTIONS	
Home Visits	03	SF180	02
Outreach Visits	-0-	DD149	-0-
Community Events	-0-	DD293	-0-
Request for Medal	-0-	NA13075	-0-
Operation Recognition	-0-	Other	-0-
Correspondence Rec'd	05	NSC PENSION	
Correspondence Written	05	21-527EZ	02
Info/Referral/Inquiries	05	21-8416	-0-
VCAA Notice	-0-	WIDOWS PENSION	
State Benefits	-0-	21-534EZ	-0-
Income Verifications	-0-	21-8416	-0-
NEW CLAIMS INITIATED		DIC	
21-22 CVA	24	21-5234EZ	-0-
21-22 others	04	WAIVERS/COMPROMISE	
SC ENTITLEMENT		21-5655	-0-
21-526EZ	05	APPEALS	
21-0966 Informal	06	21-0985 NOD	-0-
21-4138	05	VA Form 9	-0-
21-526EZ Reinstate	01	20-0995	01
21-526EZ IU	-0-	20-0996	-0-
21-8940 IU	-0-	10182	-0-

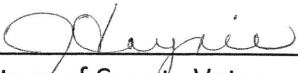


SC ENTITLEMENT CONTINUED		INSURANCE CLAIMS	
21-4192 IU Employer	- 0 -	29-357	- 0 -
21-4138 SMC	↓	29-4364	↓
21-686c Dependency		29-336 Beneficiary	
21-674 School Attendance	↓	29-4125 Lump Sum	↓
VA HEALTHCARE		VTF REQUESTS	
10-10EZ	01	Rental Assistance	- 0 -
CHAMPVA	- 0 -	Utilities Assistance	↓
HOMELESS VETERANS CLAIMS		Prescription Assistance	
Service Connection	- 0 -	Food Assistance	
NSC Pension	- 0 -	Transportation Assistance	
VOC REHAB		Clothing Assistance	↓
28-1900 CH31		Other	↓
MISC CLAIMS		VA HOME LOAN	
21-8678 Clothing Allow	- 0 -	26-1800	- 0 -
21-4502 Adaptive Equip.	↓	26-1817	- 0 -
26-4555 Housing		SURVEYS	
10-0103 HISA Grant	↓	County VSO Feedback and Comment Forms Submitted:	- 11 -
CRSC	↓	OTHER	
BURIAL ALLOWANCE		*Calls: from vet/to vet concerning vet/professional	77/75 25/13
21P-530	- 0 -	Emails: from vet/to vet concerning vet/professional	07/07 69/76
40-1330	↓	Text messages: from vet/to vet	12/12
21-2008	↓	HEC 200-1A	01
INCARCERATED VETERANS		21P-0969	01
21-526EZ Reinstatement	- 0 -		
21-4138 Apportionment	- 0 -		

### Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of November, 2020 from Logan county.

Salary	\$ <u>2,019.98</u>
Expenses (Maint. contract)	\$ <u>28.22</u>
Office Space	\$ <u>- 0 -</u>
Telephone	\$ <u>84.56</u>
Office Supplies	\$ <u>46.68</u>
Travel	\$ <u>47.53</u>
Training Conference	\$ <u>- 0 -</u>
Other (Postage)	\$ <u>.50</u>
<b>TOTAL</b>	<b>\$ <u>2,227.47</u></b>

  
Signature of County Veterans Service Officer

11/25/2020  
Date

### Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

\_\_\_\_\_  
County Commissioner or Designee of  
\_\_\_\_\_  
County  
\_\_\_\_\_  
Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15<sup>th</sup> day the following month.

Mail to:  
Colorado Division of Veterans Affairs  
Attention: Director  
1355 South Colorado Blvd.  
Building C, Suite 113  
Denver, Colorado 80222

## Clerk Fees Collected 2020

October

	2019	2020	
<u>Recording Fees Retained</u>	12,248.16	21,069.73	
<u>Motor Vehicle Fees Retained</u>	300,312.49	264,702.20	
Total \$	312,560.65	\$ 285,771.93	\$26,788.72
<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	249,824.17	242,586.23	
City of Sterling	39,576.23	33,111.51	
Town of Fleming	1,427.89	445.90	
Total \$	290,828.29	\$ 276,143.64	\$14,684.65
Fees Retained Year to Date		\$3,217,814.63	



emailed to  
Jennifer 11.20.2020  
@ 12:10 pm (8)

CIVIL PAYMENTS						
Oct-20						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/7/2020	765	300633	2020-539	\$ 35.00	\$ 15.00	\$ 20.00
10/15/2020	767	203631	2020-553	\$ 35.00	\$ 15.00	\$ 20.00
10/16/2020	768	300686	2020-558	\$ 35.00	\$ 15.00	\$ 20.00
		300685	2020-559	\$ 35.00	\$ 15.00	\$ 20.00
10/16/2020	769	203629	2020-556/557	\$ 56.00	\$ 15.00	\$ 41.00
10/30/2020	771	37381	2020-598	\$ 20.00	\$ 10.00	\$ 10.00
11/2/2020	772	1793	2020-604	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 151.00

CIVIL PAYMENTS CREDIT CARDS					
Oct-20					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/15/2020		2020-563/564/565	\$ 65.00		\$ 65.00
10/22/2020		2020-581	\$ 40.00		\$ 40.00
10/27/2020		2020-583/584	\$ 45.00		\$ 45.00
10/28/2020	770	2020-591	\$ 35.00	\$ 15.00	\$ 20.00
10/29/2020		2020-593	\$ 35.00		\$ 35.00
11/2/2020		2020-605	\$ 40.00		\$ 40.00
11/2/2020		2020-602/603	\$ 45.00		\$ 45.00
11/2/2020		2020-548	\$ 80.00		\$ 80.00
				Total Owed to County	\$ 370.00

JURY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS					
Oct-20					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
9/25/2020			\$ 10.00		\$ 10.00
10/8/2020			\$ 60.00		\$ 60.00
10/28/2020			\$ 101.00		\$ 101.00
10/26/2020			\$ 130.00		\$ 130.00
				Total Owed to County	\$ 301.00

CHP CREDIT CARDS			
Oct-20			
Date		Amount	Amount Owed to County
10/2/2020		\$ 52.50	\$ 52.50
10/5/2020		\$ 63.00	\$ 63.00
10/7/2020		\$ 152.50	\$ 152.50
10/9/2020		\$ 152.50	\$ 152.50
10/9/2020		\$ 152.50	\$ 152.50
10/9/2020		\$ 152.50	\$ 152.50
10/13/2020		\$ 152.50	\$ 152.50
10/13/2020		\$ 152.50	\$ 152.50
10/14/2020		\$ 63.00	\$ 63.00
10/14/2020		\$ 152.50	\$ 152.50
10/14/2020		\$ 152.50	\$ 152.50
10/14/2020		\$ 152.50	\$ 152.50
10/15/2020		\$ 63.00	\$ 63.00
10/15/2020		\$ 152.50	\$ 152.50
10/19/2020		\$ 152.50	\$ 152.50
10/19/2020		\$ 152.50	\$ 152.50
10/19/2020		\$ 152.50	\$ 152.50
10/19/2020		\$ 152.50	\$ 152.50
10/20/2020		\$ 152.50	\$ 152.50
10/21/2020		\$ 152.50	\$ 152.50
10/21/2020		\$ 152.50	\$ 152.50
10/21/2020		\$ 152.50	\$ 152.50
10/27/2020		\$ 152.50	\$ 152.50
10/28/2020		\$ 152.50	\$ 152.50
10/28/2020		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 3,596.50

CIVIL CHECKS \$ 151.00  
 CIVIL CREDIT CARDS \$ 370.00  
 JURY/FINGERPRINTS/REVENUE CREDIT CARDS \$ 301.00  
 CHP CREDIT CARDS \$ 3,596.50  
 TOTAL PAID TO GENERAL FUND \$ 4,418.50 Check#773  
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 251.00



## TELEVISION TRANSLATOR MAINTENANCE CONTRACT

THIS CONTRACT, made and entered into effective the 13th day of January, 2021, by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LOGAN, STATE OF COLORADO, hereinafter collectively referred to as "County," and RF SYSTEMS, LLC, whose address is 323 W. 4<sup>th</sup> Avenue, Yuma, Colorado 80759, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the County is the owner of two TV translator sites in the county of Logan, situated in the State of Colorado; and

WHEREAS, the TV translator sites require regular maintenance and repairs; and

WHEREAS, the Contractor represents that it is qualified to repair and maintain each of the translator sites and is willing to do so upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Contractor agree as follows:

1. That Contractor will, commencing and effective January 13, 2021, provide two years of translator system maintenance as outlined in paragraphs (4) through (7), with the contract term to end on the second Tuesday of January, 2023.

2. For its services, County agrees to pay Contractor the sum of \$1,647.00 per month, payable on the 10<sup>th</sup> day of the month following each month in which the Contractor provides the services contemplated by this agreement.

3. Contractor shall provide, at its own expense, a vehicle suitable for accomplishing the services specified in this contract, which vehicle will be based normally in Yuma, Colorado.

#### 4. Description of Work.

A. It shall be the responsibility of Contractor to provide all labor and/or supervision for the maintenance of the entire translator system of County as such system now exists in Logan County, including but not limited to translators, UHF receiving equipment, telco and internet, lighting, heating, air conditioning, buildings and towers.

B. Contractor shall keep each site performing according to requirements established by the Federal Communications Commission (FCC) for the individual translator stations. It is understood that the FCC may from time to time make new regulations requiring modification of existing equipment or installation of new equipment. Contractor shall notify County and perform or supervise any such changes.

- C. Contractor will also be responsible for maintaining the appearance and cleanliness of the sites, and if special work such as, but not limited to, painting, concrete work, iron work, mowing, and weed control is necessary, Contractor will be authorized to hire these special services, which will be paid by the County.
- D. If, upon routine inspection, Contractor discovers the need for special services such as building repairs, refrigeration work, electrical motor repair, tower work, carpentry work, duct work, FCC applications, public notices, etc., Contractor will arrange for these special services, which will be paid by the County, and will supervise the work to insure that the County's interests are maintained. Contractor may not charge an "Extra" for this supervision. For those special services which Contractor is qualified to perform, Contractor agrees to perform them at the same rate it would charge any other governmental body.
- E. As modifications to any of the equipment or buildings become necessary from time to time, either to update, improve or add services, the Contractor agrees to perform such modifications, if it is qualified, and the charges for this service will be paid by the County. If Contractor is not qualified, County will use special services and Contractor will be reimbursed for its supervision time spent. No such major expenditure modification will be performed without first consulting with and obtaining consent of the County, unless expenditure has already been approved for in the yearly budget. A major expenditure is defined in this instance as anything costing in excess of \$1,000.00 for any single site.
- F. Contractor will maintain an adequate inventory of all electronic parts and equipment that are anticipated to be replaced with frequency and will have available at all times the source from which other parts and equipment may be obtained and will immediately order and obtain any and all parts and equipment that are necessary to properly maintain and operate the TV translator system and minimize down time. Parts and equipment obtained by Contractor will not be marked up beyond standard markup of 40% for parts obtained wholesale and 20% for parts obtained at retail. The expense of said inventory, shipping charges, and specialized ("factory") repairs or modifications requiring equipment or techniques not usually associated with field service will be borne by County. Contractor shall present in a timely fashion such inventory and repair invoices, properly identified, to County's designated representative for payment.
- G. Contractor will maintain site monitoring equipment, including tower light monitoring equipment, as required by law. County will provide telephone or internet service to these sites for this purpose at its expense.

5. Log Books. The Contractor will maintain proper maintenance and tower light logs.

6. Expected Level of Maintenance. The translator system will provide broadcast service with the same degree of reliability as required by the FCC for translator and LPTV service, which is defined by the FCC as a secondary service that must accept certain aspects of interference that may be caused by primary or class A broadcast stations.

It is recognized that certain factors affecting system down time are beyond the control of the Contractor. In general, these are limited to primary power

failure, primary TV station off-the-air, microwave equipment failure, satellite equipment failure, internet service failure, atmospheric conditions affecting signal propagation and interference, and damage due to extreme weather conditions. For the maintenance to be considered satisfactory, the cause of any failure, once reported to the Contractor, must be isolated as soon as reasonably practicable. Corrective action will be taken promptly. If a significant delay in repair will be inevitable due to the need for repair requiring parts not on hand or for technical assistance from the equipment manufacturer or other such cause, a designated representative of County will be notified immediately.

In the event of a failure of a tower strobe or red beacon, Contractor shall immediately notify the Federal Aviation Agency. Contractor is not expected to replace tower lights or do other work involving climbing towers, but shall locate a source of labor which can be called upon to do such work at County's expense.

7. Insurance. Contractor shall, at its own cost, furnish and maintain at all times during performance of this Contract the following insurance:

A. Comprehensive General Public Liability & Property Damage insurance coverage with limits no less than: Bodily Injury - \$1,000,000 each occurrence; Property Damage - \$1,000,000 each occurrence; \$ 1,000,000.00 aggregate.

B. Comprehensive Auto Liability and Property Damage Insurance with limits no less than: Bodily Injury - \$350,000 each person, \$990,000 each occurrence; Property Damage - \$990,000 each occurrence.

C. Worker's Compensation Insurance within the statutory required limits of liability.

8. County shall maintain comprehensive all risk insurance with a deductible no greater than \$1,000.00 on the equipment to be serviced by Contractor hereunder.

9. County is responsible for adequate maintenance and snow removal for the roads to each site in accordance with normal road maintenance.

10. In the event of the failure of the Contractor to perform its duties hereunder, County may employ a third party to perform said duties, withholding said amount from the payment due hereunder to Contractor and Contractor shall be liable for any sum in excess of the amount owing by County to Contractor hereunder.

11. Early Termination. Either County or Contractor may terminate this contract, with or without cause, upon sixty (60) days advance written notice to the other party. In the event of early termination, Contractor shall only be entitled to payment for services performed up to the effective date of termination.

12. Compliance with Laws. The Contractor shall comply with all applicable Federal, State and local laws regulations regarding work, materials and the safety of persons or property. Contractor shall obtain and maintain during the period of this contract any licenses required to perform repairs and maintenance on the translator system.

13. Modification of Agreement. This Contract can only be modified by an agreement in writing, signed by the County and Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the County and Contractor specifically agree in writing.



14. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and County's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services required hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor or its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

15. This contract shall be personal and limited to Contractor and may not be assigned to any other party without the prior written consent of County.

16. The other provisions of this agreement notwithstanding, financial obligations of Logan County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise being made available. Logan County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for services under this agreement and has reason to believe that sufficient funds will be available for the full term of this agreement. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this agreement is entered into, the County shall have the right to terminate this agreement by providing seven (7) days written notice to the Contractor, and will be released from any and all obligations hereunder. If the County terminates this agreement for this reason, (1) the County and Contractor shall be released from all obligations to provide services and make payments hereunder, except that the County shall be required to make payment for work which has been performed by the Contractor prior to the effective date of termination under this provision which is otherwise payable; and, conversely, the Contractor shall be required to complete any work for which the County has made payment prior to providing written notice to the Contractor of the termination; and (2) this contract shall cease to be of any further force and effect, with the exception of any rights or liabilities of the parties which may survive by virtue of this agreement.

17. Prohibitions on Public Contract for Services. If Contractor has any employees or subcontractors, Contractor shall comply with §8-17.5-101, C.R.S., et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and the Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor shall not:

- i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- ii. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

- C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:
- i. Notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate this Contract with the subcontractor if during such three days the subcontractor provides information to the establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Contractor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County as required by law.
- G. The County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates the Contract for such breach.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals effective the day and year first above written. This Contract may be executed in counterparts.

COUNTY:

ATTEST:

THE BOARD OF COUNTY  
COMMISSIONS OF LOGAN COUNTY,  
COLORADO

\_\_\_\_\_  
Logan County Clerk

\_\_\_\_\_  
BY: Chairman

CONTRACTOR:



**RESOLUTION**

**NO. 2020-42**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, APPROVING THE FINAL PLAT FOR THE WALRAVEN MINOR SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.**

**WHEREAS**, John Walraven, and Roy Brent Young and Karla Sue Young, have jointly petitioned the Board of County Commissioners of Logan County, Colorado to formally approve the creation of a two (2) lot minor subdivision consisting of Lot 1, containing 10.64 acres and Lot 2 containing 5.29 acres, each legally described as follows:

Lot 1

A parcel of land in the Southwest Quarter (SW1/4) of Section 27, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 1, Ready-Mix Subdivision of Block 1, Platte Addition, fourth filing to the City of Sterling, County of Logan, State of Colorado from whence the Southwest corner of said Section 27 bears South 61°13'55" West a distance of 1634.85 feet; thence North 18°12'55" East along the West right-of-way line of Riverview Road North as platted in said Platte Addition, fourth filing a distance of 637.43 feet; thence North 13°34'50" East along the West right-of-way line of said Riverview Road North a distance of 14.50 feet; thence North 48°11'15" East along the West right-of-way line of said Riverview Road North a distance of 18.13 feet; thence North 13°29'35" East along the West right-of-way line of County Road 370 a distance of 37.03 feet; thence North 81°19'55" West a distance of 178.29 feet; thence North 54°11'55" West a distance of 534.24 feet to a point on the centerline of the Smith Henderson Ditch; thence South 40°54'05" West along the centerline of the Smith Henderson Ditch a distance of 100.69 feet to the point of curvature of a horizontal circular curve concave Southeasterly whose delta angle is 47°16'35" and whose radius is 160.00 feet; thence along the arc of said curve and continuing along the centerline of said Smith Henderson Ditch a distance of 132.02 feet (the chord of said arc bears South 17°15'48" West a distance of 128.31 feet); thence along the centerline of the Smith Henderson Ditch the following courses and distances:

<u>Course</u>	<u>Distance (Feet)</u>
South 6°22'30" East	91.81
South 13°01'55" East	102.35
South 9°59'05" West	19.80
South 5°19'10" West	225.91
South 7°40'50" West	106.61
South 2°53'10" East	106.64 Feet;

thence South 71°46'45 East along the North line of said Lot 1, Block 1, Ready-Mix Subdivision and the Northwesterly extension thereof a distance of 514.54 feet to the point of beginning and containing 10.64 acres, more or less, subject to the right-of-way of the Smith Henderson Ditch and subject to a 30 foot access easement described in book 958 at page 503 of the Logan County records.

Lot 2

A parcel of land in the Southwest Quarter (SW1/4) of Section 27, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Northeast corner of Lot 1, Block 1, Ready-Mix Subdivision of Block 1, Platte Addition, fourth filing to the City of Sterling, County of Logan, State of Colorado from whence the Southwest corner of said Section 27 bears South 61°13'55" West a distance of 1634.85 feet; thence North 18°12'55" East along the West right-of-way line of Riverview Road North as platted in said Platte Addition, fourth filing a distance of 637.43 feet; thence North 13°34'50" East along the West right-of-way line of said Riverview Road North a distance of 14.50 feet; thence North 48°11'15" East along the West right-of-way line of said Riverview Road North a distance of 18.13 feet; thence North 13°29'35" East along the West right-of-way line of County Road 370 a distance of 37.03 feet to the true point of beginning; thence North 81°19'55" West a distance of 178.29 feet; thence North 54°11'55" West a distance of 534.24 feet to a point on the centerline of the Smith Henderson Ditch; thence North 7°57'15" West along the centerline of the Smith Henderson

Ditch a distance of 30.88 feet; thence North 38°54'25" West along the centerline of said Smith Henderson Ditch a distance of 40.52 feet to a point on the Southerly right-of-way line of the Burlington Northern and Santa Fe Railroad; thence North 80°25'35" East along the Southerly right-of-way line of said Burlington Northern and Santa Fe Railroad a distance of 777.47 feet; thence South 13°29'35" West along the West right-of-way line of County Road 370 a distance of 545.88 feet to the point of beginning and containing 5.29 acres, more or less, subject to the right-of-way of the Smith Henderson Ditch.

**WHEREAS**, Lot 1, as described, was previously deeded to John Walraven, and Lot 2, as described, was previously deeded to Roy Brent Young and Karla Sue Young, jointly, without the required prior subdivision approval by the Board of County Commissioners of Logan County; and

**WHEREAS**, Walraven Storage, LLC, predecessor in interest of the combined parcel consisting of 15.93 acres, has as shown on the Final Subdivision Plat, attached hereto and fully incorporated herein by reference, laid out, platted and proposed the creation of two lots under the name and style of Walraven Minor Subdivision in the Southwest Quarter (SW1/4) of Section 27, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, in order to bring the creation of same into compliance with the Logan County Subdivision Regulations upon formal approval of the plat; and

**WHEREAS**, the Applicants have demonstrated that an acceptable water source is available for each of the lots to be created; and

**WHEREAS**, all notices and posting requirements for hearing on the Preliminary and Final Minor Subdivision plat application were properly given, and the statements of interested persons were received; and

**WHEREAS**, the Logan County Planning Commission, after reviewing the application and conducting a public hearing on the application, recommended the approval of the proposed subdivision at its regular meeting on November 17, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application of Walraven Storage, LLC, by and through John Walraven, and Roy Brent Young and Karla Sue Young, for the proposed subdivision of the original 15.93 acre parcel into two (2) lots, as legally described above and as laid out and platted on the Official Plat No. 2020-42, is hereby GRANTED, subject to the following conditions:

- a. The applicants shall be responsible for maintaining ongoing compliance with all conditions or requirements set forth in the Logan County Zoning Resolution and Subdivision Regulations.
- b. The applicants shall be responsible for complying with all conditions or requirements of any applicable homeowners’ association covenants.

All supporting information submitted by the applicants for consideration of the application forms part of the basis of the approval of the application.

**APPROVED AND DONE** on Tuesday, this 1st day of December, 2020.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, Commissioner

\_\_\_\_\_  
(Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 1st day of December, 2020.

\_\_\_\_\_  
County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 10-2-20

1. Name of Subdivision Exemption WALRAVEN STORAGE LLC
2. Name of Applicant John WALRAVEN Phone 970-520-1959  
Address 13213 CR 370 CO 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent N/A Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record John WALRAVEN Phone 970-520-1959  
Address 13213 CR 370 CO 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert McAfee Phone 970-522-1960  
Address 615 South TENTH AV PO BOX 442 CO 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney N/A Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the W side of CR 370  
\_\_\_\_\_ Feet \_\_\_\_\_ of \_\_\_\_\_  
(Direction) (Street)
9. Postal Delivery Area \_\_\_\_\_ School District REI Valley
10. Total Acreage 15.93 Zone \_\_\_\_\_ Number of Lots 2
11. Tax Map Designation: Section/Township/Range 27/8/52 Lot(s) \_\_\_\_\_
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?  
If so, list Case No. and Name \_\_\_\_\_
13. Is Deed recorded in Torrens System: Number \_\_\_\_\_
14. Is Deed recorded in General System: Book \_\_\_\_\_ Page \_\_\_\_\_
15. Current Land Use: Storage Company
16. Proposed Use of Each Parcel : SAME

Roy Young 580-2204

WALRAVEN, JOHN  
Minor Subdivision 2020  
13213 C.R. 370, Sterling  
NE4SW4 27-8-52

Walraven Storage co Yahoo.com

17. Proposed Water and Sewer Facilities: \_\_\_\_\_

18. Proposed Public Access to each new parcel: \_\_\_\_\_

19. Reason for request of this exemption (may use additional pages): \_\_\_\_\_

\_\_\_\_\_  
List all contiguous holdings in the same ownership:

Section/Township/Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

**The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.**

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

John Walraven hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

*John Walraven*  
(Applicant Signature)

Mailing Address:

13213 CR 370

Sterling, CO 80751

WALRAVEN, JOHN  
Minor Subdivision 2020  
13213 C.R. 370, Sterling  
NE4SW4 27-8-52

MY COMMISSION EXPIRES:

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) one page OR Twenty- <sup>pd 10/2/20</sup>

Three (\$23.00) two pages - separate check for recording fee. <sup>pd 10/2/20</sup>

Date of Planning Commission: 11/17/20

Recommendation of Planning Commission: ✓ Approval \_\_\_\_\_ Denial \_\_\_\_\_

Recommended Conditions of Subdivision Exemption:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Jerry Williams*  
Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

WALRAVEN, JOHN  
Minor Subdivision 2020  
13213 C.R. 370, Sterling  
NE4SW4 27-8-52

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

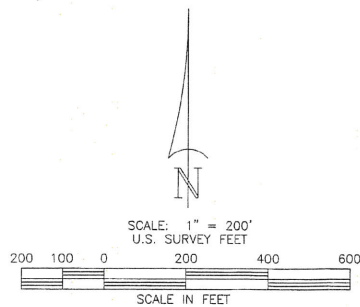
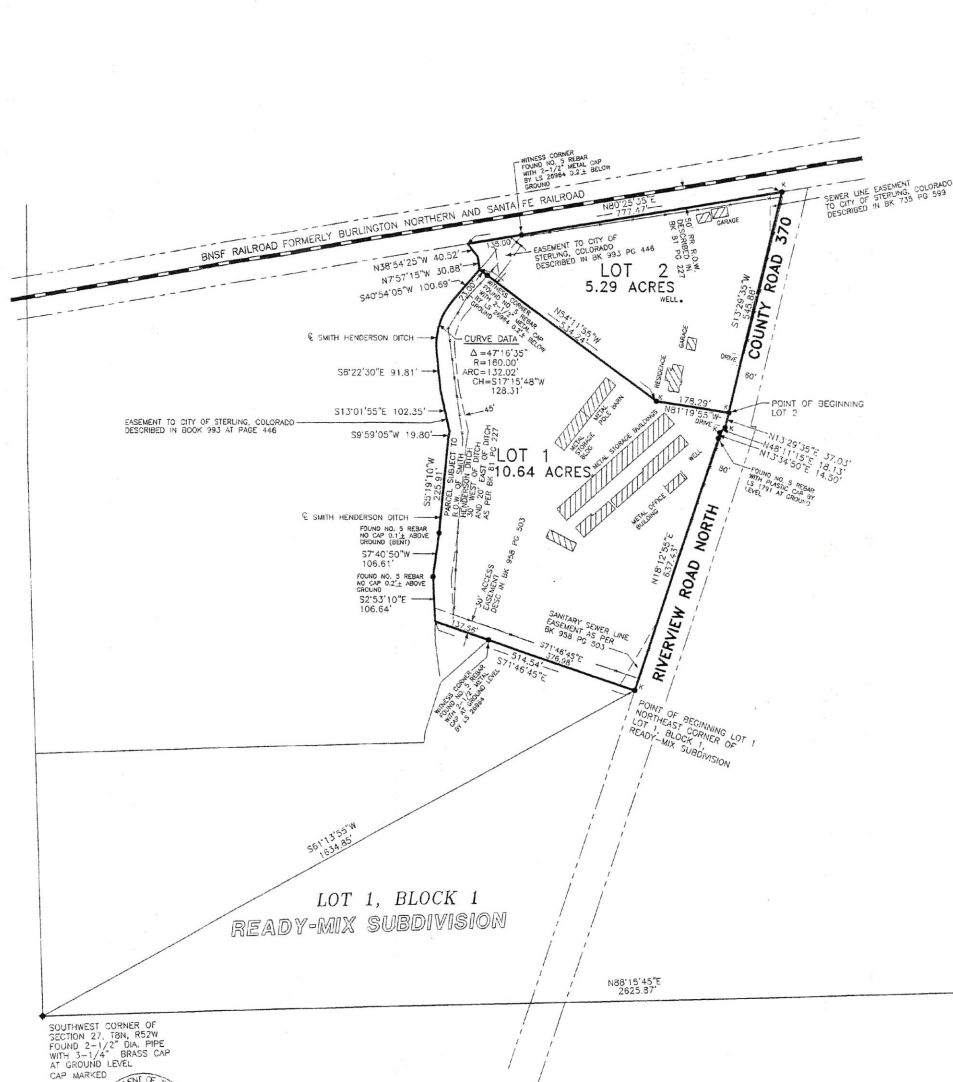
\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)



# WALRAVEN MINOR SUBDIVISION

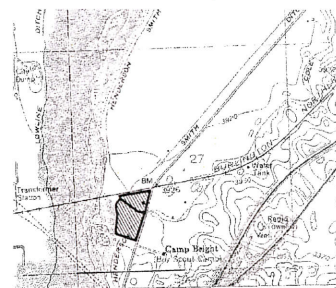
IN THE SW1/4 OF SECTION 27, T8N, R52W OF THE 6TH P.M.,  
LOGAN COUNTY, COLORADO



## LEGEND

- ALIQUOT CORNER AS DESCRIBED
- FOUND POINTS AS DESCRIBED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP BY RLS 26964 AT GROUND LEVEL - 0.6' BELOW GROUND
- EXISTING FENCE LINE

R 52 W



VICINITY MAP  
NOT TO SCALE

## SURVEYOR'S STATEMENT

I, ANNE M. KORBIE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF. I FURTHER STATE THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND IS NOT A WARRANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY: ANNE M. KORBIE  
FOR AND ON BEHALF OF  
LEIBERT-McATEE & ASSOCIATES, INC.  
R.L.S. NO. 26964



## CERTIFICATE OF DEDICATION, OWNERSHIP AND MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS THAT WALRAVEN STORAGE, LLC BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, READY-MIX SUBDIVISION OF BLOCK 1, PLATE ADDITION, FOURTH FILING TO THE CITY OF STERLING, COUNTY OF LOGAN, STATE OF COLORADO FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 27 BEARS SOUTH 61°13'38" WEST A DISTANCE OF 1934.85 FEET; THENCE NORTH 18°12'28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RIVERVIEW ROAD NORTH A DISTANCE OF 14.50 FEET; THENCE NORTH 48°11'18" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RIVERVIEW ROAD NORTH A DISTANCE OF 18.13 FEET; THENCE NORTH 13°29'35" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RIVERVIEW ROAD NORTH A DISTANCE OF 100.86 FEET; THENCE NORTH 54°11'55" WEST A DISTANCE OF 534.24 FEET TO A POINT ON THE CENTERLINE OF THE SMITH HENDERSON DITCH; THENCE SOUTH 40°54'05" WEST ALONG THE CENTERLINE OF THE SMITH HENDERSON DITCH A DISTANCE OF 100.86 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE DELTA ANGLE IS 47°18'38" AND WHOSE RADIUS IS 160.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE CENTERLINE OF SAID SMITH HENDERSON DITCH A DISTANCE OF 132.02 FEET (THE CHORD OF SAID ARC BEARS SOUTH 17°15'48" WEST A DISTANCE OF 128.31 FEET); THENCE ALONG THE CENTERLINE OF THE SMITH HENDERSON DITCH THE FOLLOWING COURSES AND DISTANCES:

COURSE	DISTANCE (FEET)
SOUTH 9°22'30" EAST	91.81
SOUTH 13°15'00" EAST	102.35
SOUTH 9°59'00" WEST	19.80
SOUTH 9°19'10" WEST	225.91
SOUTH 7°46'00" WEST	100.81
SOUTH 2°53'10" EAST	108.84

THENCE SOUTH 17°15'48" WEST A DISTANCE OF 128.31 FEET; THENCE SOUTH 40°54'05" WEST ALONG THE CENTERLINE OF THE SMITH HENDERSON DITCH A DISTANCE OF 100.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.64 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF THE SMITH HENDERSON DITCH AND SUBJECT TO A 30 FOOT ACCESS EASEMENT DESCRIBED IN BOOK 989 AT PAGE 503 OF THE LOGAN COUNTY RECORDS.

AND ROY BRENT YOUNG AND KARLA SUE YOUNG BEING THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:  
A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, READY-MIX SUBDIVISION OF BLOCK 1, PLATE ADDITION, FOURTH FILING TO THE CITY OF STERLING, COUNTY OF LOGAN, STATE OF COLORADO FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 27 BEARS SOUTH 61°13'38" WEST A DISTANCE OF 1934.85 FEET; THENCE NORTH 18°12'28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF RIVERVIEW ROAD NORTH AS PLATTED IN SAID PLATE ADDITION, FOURTH FILING A DISTANCE OF 937.43 FEET; THENCE NORTH 13°29'35" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RIVERVIEW ROAD NORTH A DISTANCE OF 14.50 FEET; THENCE NORTH 48°11'18" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RIVERVIEW ROAD NORTH A DISTANCE OF 18.13 FEET; THENCE NORTH 13°29'35" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RIVERVIEW ROAD NORTH A DISTANCE OF 100.86 FEET; THENCE NORTH 54°11'55" WEST A DISTANCE OF 534.24 FEET TO A POINT ON THE CENTERLINE OF THE SMITH HENDERSON DITCH; THENCE SOUTH 40°54'05" WEST ALONG THE CENTERLINE OF THE SMITH HENDERSON DITCH A DISTANCE OF 100.86 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE DELTA ANGLE IS 47°18'38" AND WHOSE RADIUS IS 160.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE CENTERLINE OF SAID SMITH HENDERSON DITCH A DISTANCE OF 132.02 FEET (THE CHORD OF SAID ARC BEARS SOUTH 17°15'48" WEST A DISTANCE OF 128.31 FEET); THENCE ALONG THE CENTERLINE OF THE SMITH HENDERSON DITCH THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 9°22'30" EAST A DISTANCE OF 91.81 FEET; THENCE SOUTH 13°15'00" EAST A DISTANCE OF 102.35 FEET; THENCE SOUTH 9°59'00" WEST A DISTANCE OF 19.80 FEET; THENCE SOUTH 9°19'10" WEST A DISTANCE OF 225.91 FEET; THENCE SOUTH 7°46'00" WEST A DISTANCE OF 100.81 FEET; THENCE SOUTH 2°53'10" EAST A DISTANCE OF 108.84 FEET; THENCE SOUTH 17°15'48" WEST A DISTANCE OF 128.31 FEET; THENCE SOUTH 40°54'05" WEST ALONG THE CENTERLINE OF THE SMITH HENDERSON DITCH A DISTANCE OF 100.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.29 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF THE SMITH HENDERSON DITCH.

HAVE BY THESE PRESENTS Laid out, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS UNDER THE NAME AND STYLE OF WALRAVEN MINOR SUBDIVISION IN THE SW1/4 OF SECTION 27, T8N, R52W OF THE 6TH P.M., LOGAN COUNTY, COLORADO, AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WALRAVEN STORAGE, LLC

JOHN WALRAVEN

ROY BRENT YOUNG

KARLA SUE YOUNG

STATE OF COLORADO )  
COUNTY OF LOGAN ) ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

## PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE LOGAN COUNTY PLANNING COMMISSION  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

CHAIRPERSON

## CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, STATE OF COLORADO.

CHAIRPERSON

WITNESS MY HAND AND THE CORPORATION SEAL OF LOGAN COUNTY  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

ATTEST:

COUNTY CLERK AND RECORDER

## RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF LOGAN COUNTY AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, IN BOOK \_\_\_\_\_, PAGE NO. \_\_\_\_\_.

COUNTY CLERK AND RECORDER

DEPUTY

## PLAT NOTE

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY. RESOLUTION #29-30 RECORDED SEPTEMBER 21, 1999, IN BOOK 928 AT PAGE 430 OF THE LOGAN COUNTY RECORDS. PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

## NOTES

EASEMENT INFORMATION AS PER STEWART TITLE COMPANY FILE NO. 452307, COMMITMENT DATE: JULY 24, 2019 AT 8:50 A.M.

- RIGHT OF WAY DEED GRANTED TO THE COLORADO AND WYOMING RAILROAD COMPANY, RECORDED AUGUST 14, 1908 IN BOOK 81 AT PAGE 227, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
- RIGHT OF WAY ALONG THE SMITH AND HENDERSON'S DITCH, AS SET FORTH IN WARRANTY DEED TO ALICE L. LITCH RECORDED JUNE 5, 1908 IN BOOK 81 AT PAGE 289; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
- COUNTY ROAD RIGHT OF WAY LOCATED IN THE SW1/4 OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE 6TH P.M., AS DESCRIBED IN ROAD PETITION RECORDED AUGUST 17, 1910 IN BOOK 2 AT PAGE 137.
- RESERVATION OF OIL, GAS, OR OTHER MINERALS BY THE STATE OF COLORADO, AS SET FORTH IN PATENT RECORDED MARCH 13, 1909 IN BOOK 81 AT PAGE 375, AND ALL RIGHTS AND EASEMENTS APPERTAINING THERETO IN FAVOR OF THE HOLDER OF SAID INTEREST AND ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID HOLDER, THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.
- OIL, GAS, OR OTHER MINERALS CONVEYED TO THE STATE OF COLORADO IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1919 IN BOOK 174 AT PAGE 283, AND AS RESERVED BY THE STATE OF COLORADO IN PATENT RECORDED DECEMBER 10, 1937 IN BOOK 319 AT PAGE 335, AND ALL RIGHTS AND EASEMENTS APPERTAINING THERETO IN FAVOR OF THE HOLDER OF SAID INTEREST AND ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID HOLDER, THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.
- RIGHT OF WAY DEED GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, RECORDED OCTOBER 5, 1942 IN BOOK 333 AT PAGE 895.
- RIGHT OF WAY EASEMENT GRANTED TO HIGHLINE ELECTRIC ASSOCIATION, RECORDED FEBRUARY 9, 1956 IN BOOK 454 AT PAGE 138, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
- EASEMENT GRANTED BY JOHN J. WALRAVEN AND DORA A. WALRAVEN TO THE CITY OF STERLING, COLORADO, RECORDED OCTOBER 4, 1976 IN BOOK 735 AT PAGE 596; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
- REVISED RULING OF REFEREE AND FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE IN CONSOLIDATED CASES NO. 98CV450 AND 00CV263, IN DISTRICT COURT, WATER DIVISION 1, STATE OF COLORADO, CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE CITY OF STERLING, COLORADO, RECORDED FEBRUARY 11, 2004 IN BOOK 580 AT PAGE 911.
- ACCESS EASEMENT FOR THE BENEFIT OF JAMES MAY AND CONNIE MAY, AND THEIR SUCCESSORS IN INTEREST, DESCRIBED AS THE SOUTH 30 FEET OF THE SUBJECT PROPERTY RUNNING APPROXIMATELY 514.2 FEET FROM RIVERVIEW ROAD NORTH TO THE SMITH HENDERSON DITCH, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED MAY 13, 2006 IN BOOK 968 AT PAGE 503.
- EASEMENT FOR AN EXISTING SANITARY SEWER LINE, AS RESERVED BY THE CITY OF STERLING, COLORADO IN SPECIAL WARRANTY DEED RECORDED MAY 13, 2006 IN BOOK 968 AT PAGE 503.
- EASEMENTS FOR THE CITY OF STERLING, COLORADO AS SHOWN ON SURVEY PLAT RECORDED SEPTEMBER 28, 2011 IN BOOK 993 AT PAGE 444, AND AS GRANTED TO THE CITY OF STERLING, COLORADO BY INSTRUMENTS RECORDED SEPTEMBER 28, 2011 IN BOOK 993 AT PAGE 446 AND IN BOOK 993 AT PAGE 448, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
- ALL MATTERS SHOWN ON THE SURVEY PLAT FOR THE JOHN JOSEPH WALRAVEN REVOCABLE TRUST AND THE DORA ANN WALRAVEN REVOCABLE TRUST, RECORDED JULY 21, 2014 IN BOOK 1008, PAGE 868, RECEPTION NO. 720965, INCLUDING, BUT NOT LIMITED TO: (a) A 30 FOOT ACCESS EASEMENT ALONG THE SOUTHERLY LINE OF SUBJECT PROPERTY, AS SHOWN ON SURVEY. (b) FENCES AND FENCE LINES NOT BEING LOCATED ON THE PROPERTY LINES, AS SHOWN ON SURVEY.

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SW1/4 OF SECTION 27, T8N, R52W BEARS NORTH 88°15'45" EAST. THE SOUTHWEST AND SOUTHEAST CORNERS OF SAID SW1/4 ARE MONUMENTED AS SHOWN ABOVE.

SIGNIFICANT VARIANCES IN THE LOCATION OF THE PROPERTY LINES WITH CURRENT FENCE LINES ARE SHOWN ON THE ABOVE PLAT. SINCE THIS SURVEY HAS NO JURISDICTION OVER ADJOINING LAND OWNERS, ANY PERSON MOVING, REMOVING, OR REPLACING ANY OF THESE CURRENT FENCE LINES WILL BE DOING SO AT HIS OWN RISK.

## NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

WALRAVEN, JOHN  
Minor Subdivision 2020  
13213 C.R. 370, Sterling  
NE4SW4 27-8-52

REVISIONS	LEIBERT-McATEE & ASSOCIATES, INC.
9-29-20	P.O. BOX 442 615 SOUTH TENTH AVENUE STERLING, CO 80751 970-522-1960
TITLE	WALRAVEN MINOR SUBDIVISION IN THE SW1/4 OF SECTION 27, T8N, R52W OF THE 6TH P.M., LOGAN COUNTY, COLORADO
SCALE: 1" = 200'	DR. BY: AK DRAWING NO.
DATE: 7-16-19	PROJECT: 850-19 SHEET 1 of 1

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) 1<sup>st</sup> day of December, 2020, by and between the County of Logan, State of Colorado, hereinafter called "County", and Robert Mari the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 20-6-53 & 21-6-53; and

WHEREAS, Applicant desires to install and construct a 10" Water Pipeline, which will be located (**Circle One**): along, bore under, or trench across CR 29, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct 10" Water Pipeline, described above, in the right of way of CR 29, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than March 1 2021.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

MARI, ROBERT  
ROW 2020-25  
CR 29, MERINO  
20-6-53 & 21-6-53



☒ Applicant hereby releases the County from any liability for damages caused by said 10' Pipeline, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☒ Other Provisions: \_\_\_\_\_

Owner #1 Robert Mari Printed name Robert Mari  
Signature \_\_\_\_\_

Owner #2 Rodney Mari Printed Name Rodney Mari  
Signature \_\_\_\_\_

**Individual Right-of-Way Permit Applicant:**

Robert Mari  
Printed name \_\_\_\_\_

Robert Mari  
Signature \_\_\_\_\_

Address: 2383 CR29  
Merino CO. 80741

Application Fee Paid \$200.00 #1359

Date 11/13/20

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO**

**MARI, ROBERT  
ROW 2020-25  
CR 29, MERINO  
20-6-53 & 21-6-53**

Byron H. Pelton (Aye) (Nay)

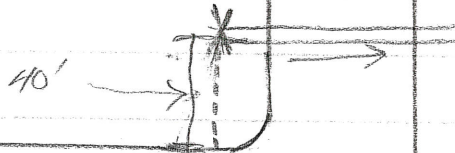
Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

N ↑

County Road 29

County Road 6



Work Will begin at Point (X) 40 Feet North OF Corner  
OF County Road 6 and County Road 29 on West Side  
OF County Road 29. At this Point we will trench in  
a Easterly Direction.

MARI, ROBERT  
ROW 2020-25  
CR 29, MERINO  
20-6-53 & 21-6-53

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) 1<sup>st</sup> day of December, 2020, by and between the County of Logan, State of Colorado, hereinafter called "County", and Willard Telephone the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): A description of the proposed work is as follows: Starting at the intersection of CR 18 and CR 19 continue east 2850ft to

starting point at existing bore on the north side of LCR 18. Then plowing 2218 ft west in north ditch of CR 18 to new home at 9147 CR 18.; and

WHEREAS, Applicant desires to install and construct a Fiber Optic Drop, which will be located (**Circle One**): along bore under, or trench across LCR 18, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$100.00** or **\$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct Fiber Optic Service, described above, in the right of way of LCR 18, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than \_\_\_\_\_.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Willard Telephone Company  
 ROW2020-26  
 2218 ft. fiber along C.R. 18  
 9147 CR 18, Merino



☒ Applicant hereby releases the County from any liability for damages caused by said \_\_\_\_\_, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☐ Other Provisions: \_\_\_\_\_

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1 Josy Garrett Printed name Josy Garrett  
Signature  
Owner #2 \_\_\_\_\_ Printed Name \_\_\_\_\_  
Signature

**Individual Right-of-Way Permit Applicant:**

Aimee Dalterschell  
Printed name  
Aimee Dalterschell  
Signature  
Address: 41499 Hwy 71  
Stanhope, CO 80754

Application Fee Paid \$50.00

Date 11/19/20 # 1362

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO**

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

Willard Telephone Company  
ROW2020-26  
2218 ft. fiber along C.R. 18  
9147 CR 18, Merino



9147 CR 18

Legend

Willard Telephone Company  
ROW2020-26  
2218 ft. fiber along C.R. 18  
9147 CR 18, Merino

Google Earth

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1000 ft

