



**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, October 1, 2024 - 9:30 a.m.**

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

Approval of the Minutes of the September 17, 2024, meeting.

Acknowledgment of the receipt of the Sheriff's Fee report for the month of August, 2024.

Consideration of the approval of an application for renewal of a Hotel and Restaurant Liquor License on behalf of the Hot Spot Smokehouse, 17408 Highway 14, Sterling, Colorado.

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

Consideration of the approval of a Master Agreement for Software as a Service Subscription and Professional Services between Logan County and Government Software Assurance Corp. to provide software that will assist in the valuation of all property and administration of exemptions, classifications of use and assessment caps within the County in accordance with the laws of the State of Colorado.

Consideration of the approval of Resolution 2024-23 and an application for Subdivision Exemption on behalf of Ellen M. Klinzmann to create a 27.16-acre parcel and a 7.89-acre parcel from a 35.00-acre parcel in an Agriculture (A) zone district, for the purpose of separating an existing residential use on Tract 2 from the adjacent cropland located in the SE 1/4 of Section 10, Township 8 North, Range 48 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2024-24 and an application for Subdivision Exemption on behalf of Two Buttes, LLC to create a 3.02-acre parcel from a 61.00-acre parcel in an Agriculture (A) zone district, for use as a residence in the West Half of the West Half (W1/2W1/2) of Section 31, Township 8 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2024-25 and an application for Conditional Use Permit #258 on behalf of Trailblazer CO2 Pipeline, LLC for the construction and installation of a new main line valve on existing pipeline located in the Southwest Quarter (SW1/4) of Section 26, Township 12 North, Range 48 West of the 6th Principal Meridian in Logan County, Colorado.

Consideration of the approval of Resolution 2024-26 and an application for Conditional Use Permit #259 on behalf of Trailblazer CO2 Pipeline, LLC for the construction and installation of a new main line valve on existing pipeline located in the Northwest Quarter (NW1/4) of Section 29, Township 12 North, Range 50 West of the Principal Meridian in Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Allen Clevenger and issuance of Right of Way Permit Number 2024-10 for use of the County Right of Way under County Road 68 and 70 for a pipeline.

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

The next regular meeting will be scheduled for Tuesday, October 15, 2024, at 9:30 a.m. at the Logan County Courthouse.

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

September 17, 2024

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

Mike Brownell	Chairman
Joseph A. McBride	Commissioner
Jerry A. Sonnenberg	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Information Officer
Diana Korbe	Logan County HR
Dave Conley	Lodging Tax Board
Jeff Rice	Journal Advocate

Chairman Brownell called the meeting to order at 9:35 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Brownell asked if there were any revisions for the agenda. Hearing none, Chairman Brownell continued with the Consent Agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the September 3, 2024, meeting.
- Acknowledgement of the receipt of the Clerk and Recorder's report of the month of August 2024.
- Acknowledgment of the receipt of the Treasurer's report for the month of August, 2024.
- Acknowledgement of the receipt of the Landfill Supervisor's report the month of August 2024.
- Appointment of Bonnie Brownell to the Board of Health representing Logan County.

Commissioner McBride moved to adopt the Consent Agenda. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Chairman Brownell continued with Unfinished Business:

The Board awarded the bid for the purchase of Asphaltic Material and Petroleum Resin product for 2024 County Road Chip Seal Projects.

Commissioner McBride moved to award the bid to Kobitco for \$3.29 per gallon for the purchase of Asphaltic Material and Petroleum Resin product for 2024 County Road Chip Seal Projects. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

Commissioner Sonnenberg moved to approve Logan County Lodging Tax Board Project for the I80/I76 Travel Guide in the amount of \$1,990. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project for the Governor's Conference on Tourism 2024 in the amount of \$1,777. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve 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, 2025, through the second Tuesday of January 2027. Commissioner McBride seconded, and the motion carried 3-0.

**Other Business**

The next regular meeting will be scheduled for Tuesday, October 1, 2024, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 9:47 a.m.

Submitted by:

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

Approved: October 1, 2024

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Mike Brownell, Chairman

Attest:

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



CIVIL PAYMENTS						
Aug-24						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/26/2024	1119	CASH	2024-596	\$ 20.00	\$ 15.00	\$ 5.00
8/28/2024	1120	774970	2024-607	\$ 35.00	\$ 10.00	\$ 25.00
9/5/2024	1121	776173	2024-634	\$ 48.00	\$ 15.00	\$ 33.00
9/16/2024	1127	14030604	2024-657	\$ 80.00	\$ 40.00	\$ 40.00
				<b>Total Owed to County</b>	<b>\$ 103.00</b>	

\* Emailed to  
Jennifer 09.17.2024  
@ 1:05 pm

CIVIL PAYMENTS CREDIT CARDS					
Aug-24					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/13/2024		2024-579	\$ 40.00		\$ 40.00
8/13/2024		2024-578	\$ 40.00		\$ 40.00
8/16/2024		2024-586	\$ 40.00		\$ 40.00
8/19/2024		2024-585	\$ 48.00		\$ 48.00
8/19/2024		2024-588	\$ 91.00		\$ 91.00
8/20/2024	1117	2024-589	\$ 54.00	\$ 15.00	\$ 39.00
8/20/2024		2024-587	\$ 40.00		\$ 40.00
8/21/2024		2024-597	\$ 40.00		\$ 40.00
8/26/2024		2024-603	\$ 40.00		\$ 40.00
8/26/2024		2024-605	\$ 40.00		\$ 40.00
8/26/2024		2024-601/602	\$ 50.00		\$ 50.00
8/26/2024		2024-596	\$ 20.00		\$ 20.00
8/28/2024		2024-613/614	\$ 50.00		\$ 50.00
8/28/2024		2024-598	\$ 40.00		\$ 40.00
9/3/2024		2024-625/626	\$ 113.00		\$ 113.00
9/4/2024		2024-628/629	\$ 50.00		\$ 50.00
9/5/2024		2024-636	\$ 40.00		\$ 40.00
9/5/2024		2024-615	\$ 48.00		\$ 48.00
9/6/2024	1122	2024-639	\$ 40.00	\$ 15.00	\$ 25.00
9/9/2024		2024-642	\$ 45.00		\$ 45.00
9/9/2024		2024-644	\$ 10.00		\$ 10.00
9/10/2024		2024-643	\$ 45.00		\$ 45.00
9/10/2024		2024-647	\$ 50.00		\$ 50.00
9/10/2024	1123	2024-650	\$ 80.00	\$ 40.00	\$ 40.00
9/10/2024		2024-631	\$ 40.00		\$ 40.00
9/10/2024		2024-637	\$ 85.00		\$ 85.00
9/11/2024	1124	2024-668	\$ 40.00	\$ 15.00	\$ 25.00
9/13/2024	1125	2024-652	\$ 40.00	\$ 15.00	\$ 25.00
9/16/2024	1126	2024-672	\$ 54.00	\$ 15.00	\$ 39.00
				<b>Total Owed to County</b>	<b>\$ 1,298.00</b>

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Aug-24					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/28/2024			\$ 45.00		\$ 45.00
8/28/2024			\$ 45.00		\$ 45.00
8/29/2024			\$ 45.00		\$ 45.00
9/4/2024			\$ 45.00		\$ 45.00
8/16/2024			\$ 15.00		\$ 15.00
8/20/2024			\$ 60.00		\$ 60.00
8/20/2024			\$ 75.00		\$ 75.00
8/3/2024			\$ 15.00		\$ 15.00
9/13/2024			\$ 15.00		\$ 15.00
8/12/2024			\$ 53.00		\$ 53.00
8/13/2024			\$ 53.00		\$ 53.00
9/5/2024			\$ 53.00		\$ 53.00
				<b>Total Owed to County</b>	<b>\$ 519.00</b>

CHP CREDIT CARDS			
Aug-24			
Date		Amount	Amount Owed to County
8/21/2024		\$ 63.00	\$ 63.00
8/23/2024		\$ 152.50	\$ 152.50
8/23/2024		\$ 63.00	\$ 63.00
8/29/2024		\$ 152.50	\$ 152.50
8/29/2024		\$ 63.00	\$ 63.00
8/30/2024		\$ 63.00	\$ 63.00
8/30/2024		\$ 152.50	\$ 152.50
9/3/2024		\$ 152.50	\$ 152.50
9/3/2024		\$ 63.00	\$ 63.00
9/5/2024		\$ 152.50	\$ 152.50
9/6/2024		\$ 152.50	\$ 152.50
9/6/2024		\$ 63.00	\$ 63.00
9/6/2024		\$ 152.50	\$ 152.50
9/9/2024		\$ 152.50	\$ 152.50
9/10/2024		\$ 63.00	\$ 63.00
9/11/2024		\$ 63.00	\$ 63.00
9/11/2024		\$ 63.00	\$ 63.00
9/12/2024		\$ 78.00	\$ 78.00
		<b>Total</b>	<b>\$ 2,017.50</b>

CIVIL CHECKS \$ 103.00  
 CIVIL CREDIT CARDS \$ 1,298.00  
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 519.00  
 CHP CREDIT CARDS \$ 2,017.50  
**TOTAL PAID TO GENERAL FUND \$ 3,937.50** Check#1128  
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 183.00

DR 8400 (02/16/24)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

Submit to Local Licensing Authority

**HOT SPOT  
 SMOKEHOUSE  
 515 FAIRHURST ST  
 Sterling CO 80751**

Fees Due	
Annual Renewal Application Fee	\$250
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$1,000<sup>00</sup></b>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

### Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

**Note that the Division will not accept cash.**

- Paid by check
- Paid Online

Uploaded to Movelt on Date

Licensee Name

ANJATO ENTERPRISES LLC

Doing Business As Name (DBA)

HOT SPOT SMOKEHOUSE

Liquor License Number

License Type

03-20286	Hotel & Restaurant (county)
----------	-----------------------------

Sales Tax License Number

Expiration Date

Due Date

40634820-0003	11/29/2024	10/15/2024
---------------	------------	------------

#### Business Address

Street Address

Phone Number

17408 HIGHWAY 14	3037462969
------------------	------------

City, State, ZIP Code

Sterling CO 80751

#### Mailing Address

Street Address

515 FAIRHURST ST

City, State, ZIP Code

Sterling CO 80751

Email

andy.meick@icloud.com

Operating Manager

Date of Birth

Andy Meick	7-15-1977
------------	-----------

**Home Address**

Street Address		Phone Number
515 Fairhurst St.		970-227-5832
City	State	ZIP Code
Stirling, CO.	CO	80751

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned  Rented\*

\*If rented, expiration date of lease  
10-04-2026

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?.....  Delivery  Takeout  Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....  Yes  No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.



Name (Individual/Business)

Andy Meick / Anyato Enterprises LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970-227-5832

970-526-5402

Street Address

515 Fairhurst St

City

Stirling

State

CO

ZIP Code

80751

Printed name of person signing on behalf of the Applicant/Licensee

Andy Meick

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

gm

9-19-2024

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

**MASTER AGREEMENT FOR  
SOFTWARE AS A SERVICE SUBSCRIPTION and  
PROFESSIONAL SERVICES**

This Agreement is entered into effective as of September 18, 2024 (“**Effective date**”). **BY**

**AND BETWEEN:**

<p><b>Logan County Assessor</b> 315 Main Street, Suite 1 Sterling, CO 80751</p> <p>Attention: Peggy Michaels Phone: (970) 522-2797 Email: <a href="mailto:michaelsp@logancountyco.gov">michaelsp@logancountyco.gov</a></p>	<p><b>Government Software Assurance Corp.</b> 1276 Minnesota Avenue Winter Park, Florida 32789</p> <p>Attention: Lawrence D. Zirbel Phone: (407) 951-8038 Email: <a href="mailto:larry.zirbel@gsacorp.io">larry.zirbel@gsacorp.io</a></p>
--	---

**WHEREAS** CLIENT is a constitutional officer and the Assessor of Logan County, Colorado (the “County”), charged with the valuation of all property and the administration of exemptions, classified use, and assessment caps within the County in accordance with the laws of the State of Colorado.

**WHEREAS**, GSA is a computer software developer and information technology services company and hardware reseller, experienced in the installation and implementation of software used by the local and county governments to manage their operations and provide public services.

**WHEREAS** CLIENT desires to subscribe to GSA’s Software pursuant to the terms of this Agreement and/or a Purchase Order, and provide the services defined in a Scope of Work (“**WORK PLAN**”) hereunder, all in accordance with GSA’s standard procedures and practices; and

**WHEREAS**, GSA has agreed to provide the Software to CLIENT and configure the Software pursuant to the terms of this Agreement and/or a Purchase Order, and provide the services defined in a **WORK PLAN**, all in accordance with GSA’s standard procedures and practices.

**THEREFORE**, in consideration of these recitals and mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. **DEFINITIONS.**

“**Deliverables**” means the list of software licenses, hardware, software, and tasks to be provided as identified in the “**WORK PLAN**.”

“**Documentation**” means the user documentation reasonably necessary to instruct users in the efficient use and operation of the Software and all of its features, and the technical documentation reasonably necessary to maintain, support, and enhance the Software, all written according to generally accepted industry standards.

“**Scope of Work**” and “**Work Plan**” means the list of activities, responsibilities and deliverables as defined in the Work Plan.

“**Proprietary Rights**” means all patents, patent applications and rights to file same, copyrights, trademarks, trade secrets, know-how and all other intellectual property and proprietary rights of any kind.

“**Services**” means all work necessary to perform the services described in this Agreement and to develop the Deliverables to be provided by GSA under this Agreement, including, but not limited to, consulting, analysis, design, programming, testing, conversion, installation, implementation, demonstrations, maintenance, and support services.

“**Software**” or “**Licensed Software**” means the computer software, in object code format, developed by GSA (whether developed solely or in collaboration with any other party) in performing the Services under this Agreement and provided to CLIENT by GSA or otherwise accessed by CLIENT under this agreement.



“**Purchase Order**” means the written document authorizing the commencement of a Work Plan and commitment to pay the applicable fees as set forth in such Work Plan or this Agreement.

“**Web Site Content**” means the text, graphics and supporting HTML and scripts that comprises the working web site excluding third party software and Licensed Software.

“**Work Plan**” shall have the meaning as set forth in section 2.1.

“**Recurring Fees**” means Software Subscriptions fees.

“**Fiscal Year**” means the month that a new budget takes effect as per governing law for CLIENT.

“**Service Level Standards**” means that certain Service Level Standards promulgated by GSA, effective December 15, 2022 (a copy of which has been provided to CLIENT), as from time to time amended, modified, supplemented or restated by GSA (provided, that any such amendments, modifications, supplements or restatements shall be, i) made in a commercially reasonable manner and consistent with any applicable industry standards, and ii) provided to CLIENT in writing at least thirty (30) days prior to the effective date thereof).

## 2. SERVICES TO BE PROVIDED

2.1 **Work Plan:** GSA shall develop a written document that contains a detailed description of the tasks to be performed by GSA (the “Work Plan”), based on the products and services requested by CLIENT. The Deliverables, the Payment Schedule, the responsibilities of the parties, the prerequisites to performance and the commencement and completion dates for the tasks shall be identified in the Work Plan and once approved, shall be considered the WORK PLAN, and shall constitute a part of this Agreement. Revisions to the Work Plan shall be in writing and signed by the Project Manager for each party.

2.2 **Amendments.** CLIENT may, from time to time, add or remove products and services identified in the WORK PLAN. All amendments to the WORK PLAN shall be in writing and signed by the Project Manager for each party. The fees associated with any amendments shall be in writing and signed by the Project Manager for each party.

## 3. PROJECT MANAGEMENT AND STAFFING.

3.1 **GSA Project Manager.** GSA shall assign and designate a staff member as its project manager.

(“GSA Project Manager”) who shall have the principal responsibility for overseeing and managing the performance of obligations of GSA under this Agreement, including, without limitation, arranging all meetings, visits, consultations between the parties, and for the transfer of Deliverables and necessary technical information between the parties. The GSA Project Manager shall be the primary point of contact for GSA and shall also be responsible for receiving all notices under this Agreement and for all administrative matters. GSA may replace the person serving as GSA Project Manager with written notice to CLIENT.

3.2 **CLIENT Project Manager.** CLIENT shall assign and designate a person, either staff member or consultant, as its project manager (“CLIENT Project Manager”) who shall have the principal responsibility for overseeing and managing the performance of obligations of CLIENT under this Agreement, including, without limitation, arranging all meetings, visits, and consultations between the parties, for the transfer of Deliverables and necessary technical information between the parties and for the acceptance of Deliverables on behalf of CLIENT. The CLIENT Project Manager shall be the primary point of contact for CLIENT and shall also be responsible for receiving all notices under this Agreement and for all administrative matters. CLIENT may replace the person serving as its Project Manager upon prior written notice to GSA. Any written agreement between the Project Managers shall be binding on both parties.

3.3 **Staffing.** Personnel provided by GSA to perform services under this Agreement shall have the appropriate technical and application skills to enable them to adequately perform their duties. GSA shall use commercially reasonable efforts to provide continuity in staffing of personnel.

## 4. TIMING.

4.1 **Efforts.** Each party agrees to use commercially reasonable efforts to fulfill its obligations under this Agreement and to meet the performance dates set forth in the Work Plan.

4.2 **Interdependency of Dates.** Each party understands that any variation from the performance dates in the Work Plan may adversely impact project milestones, including, without limitation, the date of completion of the WORK PLAN(s).



4.3 **Notice of Delay.** Each party agrees to notify the other party promptly of any fact, occurrence, or event coming to its attention that (i) will affect, or that such party reasonably believes could affect, that party's ability to meet the requirements of this Agreement, or (ii) is likely to cause or result in a material delay in delivery of any Deliverable.

5. **TERMS OF PAYMENT.**

5.1 **Software as a Service Subscription Fees:** CLIENT agrees to pay GSA subscription fees set forth in the applicable Work Plan. Unless otherwise stated in the applicable Work Plan, Subscription Fees shall be billed quarterly, in advance, starting on the first day of the month following completion of both the provisioning of the hosted environment and setup of the subscribed to software. Servers used by GSA in connection with hosting and subscription services shall be located with the United States.

5.2 **Implementation Fees.** CLIENT agrees to pay GSA the fees set forth in the applicable Work Plan for any implementation or professional services set forth in that work plan in accordance with the payment schedule set forth in that Work Plan.

5.3 **Other Service Fees.** Unless otherwise stated in the applicable Work Plan, CLIENT shall pay the fees for all other Services, other than Recurring Fees, on a time and materials basis according to GSA's then current schedule of rates for Services. GSA will invoice monthly for such other Services as provided.

5.4 **Payment Terms.** The fees and terms of payment for the goods and/or services provided by GSA to or on behalf of the CLIENT shall be as set forth in the Payment Schedule of the applicable Work Plan. Unless otherwise stated in the applicable Work Plan, all invoices shall be payable within thirty (30) days of receipt by CLIENT of GSA's invoice. Any such payment that is not received within thirty (30) days of such due date shall be designated as a "Late Payment." Unless otherwise stated in the applicable Work Plan, all invoices shall be payable in accordance with Colorado Statutes.

5.5 **Late Payments:** All Late Payments shall bear interest at the rate of one percent (1%) per month, compounded monthly, on the unpaid balance of such Late Payment; provided, however, that (y) for purposes of computing interest on any Late payment (A) any overdue period of less than one (1) month shall be considered to be one (1) month, and (B) the term "one (1) month" means

a period beginning on any day of one month and ending on the same day of the following month; and (z) GSA shall invoice CLIENT for any interest accrued on any Late Payment.

5.6 **Reimbursable Expenses for Client Approved Travel.** Unless otherwise stated in the applicable Work Plan, CLIENT agrees to reimburse GSA for all reasonable and customary out-of-pocket expenses including but not limited to travel, parking, tolls, meals, and lodging expenses incurred by GSA in connection with the performance of any Work Plan. Meals shall not exceed Colorado's then in effect per diem amount. All reimbursable expenses must be preapproved by the CLIENT in writing.

6. **CUSTOMER RESPONSIBILITIES**

6.1 **Security.** CLIENT shall, at its own expense, protect its network, data and computer services and protect against any unauthorized access to such facilities and computer viruses. GSA shall not be responsible for any security breach or virus and expressly disclaims any liability for loss or damage caused by the unauthorized access or virus to CLIENT's computer systems if such loss or damage was caused by the actions or inactions of CLIENT; Nothing in this Section shall be interpreted to shield GSA from liability for its own actions or inactions that result in loss or damage to CLIENTS computer systems/network. GSA shall implement and maintain reasonable security procedures and practices that are appropriate to the kind of data accessed and disclosed to it and are reasonably designed to help protect the data from unauthorized access, use, modification, disclosure, or destruction.

6.2 **Security Policy.** GSA agrees to abide by CLIENT's published security policies.

7. **OWNERSHIP AND LICENSES.**

7.1 **Ownership by GSA.** The Deliverables and all elements of all Deliverables shall be exclusively owned by GSA. GSA shall exclusively own all Proprietary Rights embodied in or pertaining to the Deliverables and any portions of the Deliverables made or conceived by GSA including the right to copyright or patent except only that Web Site Content shall be jointly owned by GSA and CLIENT.

7.2 **LICENSES.** All Software originating with GSA and provided to CLIENT under a Work Plan shall be provided to CLIENT under a non-exclusive Software License granted to CLIENT upon full payment of all Implementation and Subscription Fees under that Work Plan to allow CLIENT to use the software for its internal use only. In no event shall CLIENT have the right to assign its rights under this agreement or to grant sublicenses for use or copy of the GSA software.



7.3 **Client Data.**

7.3.1 All data acquired by GSA from CLIENT, or from others at the expense of CLIENT, in the performance of the Agreement (collectively, the "Client Data"), shall be and remain the property of CLIENT. Such data includes, but is not limited to, all records, data files, GIS maps, aerial photography, computer records, work sheets and all other types of data prepared or acquired by GSA in the performance of this Agreement.

7.3.2 GSA further agrees to return any and all Client Data to CLIENT promptly upon written request in a suitable format. If this Agreement is terminated as set forth herein, any and all Client Data will be returned to CLIENT within ten (10) calendar days of the date of Termination.

8. **REPRESENTATIONS AND WARRANTIES.**

8.1 **Limited Warranty.** GSA warrants to CLIENT that the Software, if properly utilized and configured by the CLIENT, will perform in accordance with GSA's published methods. CLIENT's sole and exclusive remedy for any breach of the foregoing warranty shall be to require GSA modify the Software to correct the defect or provide an alternate method to accomplish the necessary task within a reasonable period, not to exceed ninety (90) days from GSA's receipt of written notification of such defect (the "Cure Period"). If, within said Cure Period, GSA is unable to modify the Software in such a way as to correct said defect or to provide an alternate method to accomplish the necessary task, then CLIENT shall be entitled to terminate the license and this Agreement by giving written notice to GSA within ten (10) days following the end of the Cure Period and shall be entitled to a prorated refund of any monies prepaid to GSA for the 90 day period.

8.2 **Third Party Rights.** GSA warrants that none of the written or recorded material prepared for CLIENT by GSA pursuant to this Agreement, or any portion of it, nor the use or description thereof, violates or will violate any copyright, trade secret or other intellectual property right, privacy right or like right of a third party. GSA agrees to inform CLIENT promptly, in writing, in the event GSA becomes aware of such a claim by a third party and shall indemnify, defend, and hold harmless CLIENT for any third-party legal actions or claims regarding the same.

8.3 **DISCLAIMER. EXCEPT FOR THE FORGOING EXPRESS WARRANTIES**

**GSA DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE WRITTEN AND/OR RECORDED MATERIAL PREPARED FOR, OR SUPPLIED TO CLIENT PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES AS TO THE MERCHANTABILITY OF SUCH MATERIALS OR FITNESS OF SUCH MATERIALS FOR A PARTICULAR USE.**

9. **CONFIDENTIAL INFORMATION.**

9.1 **Nondisclosure.** Except as necessary to perform the Services and except as otherwise expressly permitted under this Agreement, both parties shall maintain the confidentiality of, and shall not, directly, or indirectly, disclose or use, the Confidential Information of the other party. As used in this Agreement, the term "**Confidential Information**" means and includes (i) in the case of GSA, all source code, product specifications, CLIENT lists, business goals, finances, planned or proposed products, manuals, documentation, database schemas and any information labeled by GSA as "Proprietary", or "Confidential"; and (ii) ) in the case of the CLIENT, any information labeled by CLIENT as "Confidential," including but not limited to, social security or taxpayer identification numbers, return information, financial information, classified use and exemption application information of or relating to the taxpayer, and/or information that must be maintained as exempt from public records disclosure pursuant Colorado Statutes. Both parties shall disclose such information only to employees who require such knowledge of use in the ordinary course and scope of their employment under this Agreement. Both Parties agree to ensure that any employees or approved subcontractors who are in receipt of any Confidential Information are bound by an appropriate non-disclosure agreement. Confidential Information shall not include documents considered to be "Public Records" pursuant to Colorado Statutes, unless exempt from the provisions thereof.

9.2 **No Export and Use.** Neither party shall export, disclose, share, or otherwise transmit, directly or indirectly, any Confidential Information to any person or entity nor disclose any Confidential Information without the other party's prior written consent.

9.3 **Duration.** The obligations set forth in this Section 9 shall be in effect during the term of this Agreement and shall survive indefinitely after termination of this Agreement.

9.4 **Use of Trademarks.** Neither party shall, without the other's written agreement, use any trademark, service mark, trade name, logo or other commercial or product



designation belonging to the other.

## 10. INDEMNIFICATION.

- 10.1 GSA agrees to indemnify, defend, and hold CLIENT, its officers, directors, employees, representatives, agents, and the like harmless with respect to all liability, loss, damage, claims, actions and expenses (including attorneys' fees) based upon or arising out of (a) any infringement by the Deliverables of any patent, copyright, trade secret, or other proprietary right of any third party. GSA further agrees to indemnify, defend, and hold harmless CLIENT from unauthorized access to the CLIENTS IT environment or data caused by an act or omission of GSA or 2) damage to, impairment of, disablement of, or loss of use of any computer system, hardware, software, data, tangible property, or any other property caused by an act or omission of GSA.
- 10.2 CLIENT agrees that all 3rd party data, general information, system specifications or any materials provided to VENDOR are not considered confidential, protected, or intellectual property of the 3rd Party. It is the CLIENT's responsibility to ensure they have authority to distribute such items to VENDOR.
- 10.3 Both parties agree to notify the other party in the event of a claim or suit and shall reasonably cooperate with the other party regarding such defense and shall furnish, on request, information reasonably available for such defense. Neither party shall be authorized to agree to any settlement or compromise that would require the other party to make a payment or that does fully release the other party without their express written consent.

## 11. TERM AND TERMINATION.

- 11.1 **Term.** The initial term of this Agreement shall commence as of the latter date of both parties' signatures and continue until December 31, 2029, or until terminated, as set forth below. This Agreement may be renewed, on an annual basis, by execution of a new work order or work plan signed by both parties, which shall incorporate the terms of this MSA thereto.
- 11.2 **Non-Appropriation.** If CLIENT periodically requests from its legislative body or funding authority funds to be paid to GSA under this Agreement and, notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not approve funds to be paid for any further agreement, CLIENT may, upon prior written notice to GSA, effective

sixty (60) days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return any product or equipment (including any Software) to GSA for which payment has not been made, and thereupon be released of any further obligation to make payments due thereafter.

- 11.3 **Termination.** Either party shall have the right to terminate this Agreement upon written notice upon the occurrence of either of the following events:
- 11.3.1 *Default.* If the other party defaults in the performance of any of its material obligations under this Agreement and such default continues for a period of thirty (30) days after receipt of written notice specifying the nature of the breach.
- 11.3.2 *Ceases Doing Business, Etc.* If the other party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization.
- 11.3.3 *Convenience:* CLIENT may terminate this Agreement, including any WORK PLAN or Work Plan entered into, for convenience if the deliverables contemplated in the Work Plan are not fully functional, and/or accessible by June of 2025. CLIENT shall provide 30 calendar days' notice to GSA of its intent to so terminate under this section and shall not be responsible/liable for any future payment periods after notice to terminate was provided to GSA. CLIENT may further terminate this MSA and/or any work order or WORK PLAN, without liability, for convenience in the event the Software is materially inoperable, inaccessible, faulty, defunct and/or contains unreasonable defects, by providing GSA 30 calendar days' notice of its intent to so terminate.
- 11.3.4 Additional termination conditions may be defined in the Work Plan.
- 11.4 **Deliverables.** If this Agreement is terminated for any reason, GSA shall advise CLIENT of the extent to which performance has been completed through the termination notice date, and collect and deliver to CLIENT all Deliverables, including, without limitation, all work-in-progress. GSA shall be paid for all work performed through the date of receipt of notice of termination.

## 12. INSURANCE

- 12.1 **Insurance Coverage.** During the term of this Agreement, GSA shall maintain insurance coverage as follows:

Insurance	Maximum Coverage per occurrence.
Workman Compensation and Employer Liability	Minimum amount required by law.
Automobile Liability	\$1,000,000
Data Processing Errors & Omissions.	\$1,000,000
Commercial General Liability:	
General Aggregate	\$1,000,000
Products	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$1,000,000
Medical Expenses	\$10,000

- 12.2 **Certificate:** Upon request, GSA shall provide CLIENT with certificate(s) of insurance which shall be sent directly by the insurance agency and shall designate CLIENT as an additional insured.
- 12.3 **Expiration:** GSA shall use all commercially reasonable efforts to notify CLIENT with at least thirty (30) days written notice prior to the expiration of cancellation of coverage afforded under the applicable policies.

### 13. PUBLIC RECORDS

- 13.1 **Requests.** Any request for public records regarding this Agreement must be made directly to CLIENT, who will be responsible for responding to any such public records requests. GSA will provide any requested records to County to enable County to respond to the public records request and will otherwise comply with the provisions of Section 13.2 of this Agreement.
- 13.2 **Duties of GSA.** GSA agrees to comply with the provisions of the Colorado Statutes to the extent applicable. Specifically, to the extent that GSA is acting on behalf of CLIENT, GSA agrees to:
- 13.2.1 Keep and maintain public records as required by CLIENT to perform the service provided under this Agreement.
- 13.2.2 Upon request from CLIENT's custodian of public records, GSA agrees to provide CLIENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the provided by law.
- 13.2.3 Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are

not transferred to CLIENT.

- 13.2.4 Upon completion or termination of this Agreement, transfer to CLIENT, at no cost, all public records in possession of GSA or keep and maintain such public records required by CLIENT to perform the services. If GSA transfers such records to CLIENT, GSA shall destroy any duplicate public records that are exempt or confidential and exempt. If GSA keeps and maintains public records, GSA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CLIENT upon request in a format that is compatible with the information technology systems of CLIENT.

- 13.3 Except as otherwise expressly provided in this Agreement or required by law, all costs of maintaining public records and the software or services require to maintain such records shall be at CLIENT's expense.

### 14. GENERAL TERMS AND CONDITIONS

- 14.1 **Independent Contractor.** GSA is an independent contractor and nothing in this Agreement shall be deemed to make GSA an agent, employee, or joint venture of CLIENT. Neither GSA nor any employees, agents or subcontractors of GSA shall be entitled to any benefits that CLIENT provides for its own employees, including, without limitation, worker's compensation, and unemployment insurance. GSA shall be solely and entirely responsible for GSA's acts and the acts of GSA's employees, agents, and subcontractors.

- 14.2 **Non-Recruitment; Non-Solicitation of Employees.** CLIENT and GSA recognize and acknowledge that employees who are engaged in computer-related activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both parties agree not to recruit, either directly or indirectly, a present employee of the other party during the term of this Agreement and for a period of six (6) months thereafter without the other party's prior written consent. The Parties agree an applicant hired through a public posting process whereby CLIENT publishes vacancies to the public, shall not be considered a violation of this provision if an employee or former employee is ultimately hired through a public posting process.

- 14.3 **Injunctive Relief.** CLIENT and GSA agree that in the event of any breach of Section 13 monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunction or other relief as may be deemed

proper or necessary by a court of competent jurisdiction without the need to post a bond.

- 14.4 **Delays.** Neither party shall be liable to the other party for any delay or failure to fulfil its obligations if such delay or failure arises from any cause beyond the reasonable control of that party.
- 14.5 **Return of Materials.** Upon termination of this Agreement, both parties shall deliver to the other, all Confidential Information and other materials, including, without limitation, all source code, flow charts, diagrams, drawings, blueprints, keys, tools, business notes, memoranda, specifications, devices, and documents. Except as may be necessary to defend against any legal claims and held in confidence by legal counsel, each party shall not retain any photocopies, facsimiles, tapes, or other copies of any of the materials or Confidential Information.
- 14.6 **Notices.** All notices given under this Agreement shall be in writing and mailed by regular first-class mail or expedited mail service, postage prepaid and addressed to the parties at the addresses first set forth above or at such other addresses as the parties may designate in writing. Notices sent via email shall be deemed given once the receiving party acknowledges receipt of the email.
- 14.7 **Amendment.** No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of each party.
- 14.8 **Waiver.** No provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- 14.9 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of GSA and CLIENT and their respective legal representatives, successors, and authorized assigns.
- 14.10 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 14.11 **Severability.** If any provision of this Agreement

is found prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

- 14.12 **Remedies.** The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity. Notwithstanding anything to the contrary contained herein, the liability of GSA for any breach of its obligations under this Agreement and/or for any indemnity obligation hereunder shall be limited to the aggregate amounts received by GSA under the specific work plan for which the breach occurred and in no event shall GSA be liable for lost profits or special or consequential damages.
- 14.13 **Compliance with Laws.**
- 14.13.1 In connection with the performance of services, GSA shall fully comply with all applicable laws, rules, and regulations of all authorities, including, without limitation, immigration, occupational safety, civil rights, and insurance laws.
- 14.13.2 GSA systems and software shall be made compliant with WCAG 2.1 AA pursuant to Colorado HB21-1110 and other applicable Colorado Statutes. CLIENT may review GSA systems at any time to ensure such compliance and provide detailed change requests for any defect or non-compliant aspect of GSA's provided modules. In the event a module is found to be noncompliant with CO HB 21-1110, and that module cannot be made compliant, GSA will remove that feature or non-compliant module from its product suite.
- 14.14 **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Colorado.
- 14.15 **Survival of Certain Obligations.** After expiration or termination of this Agreement, those provisions that specifically provide for survival beyond expiration or termination, and all provisions, if any, regarding indemnification, warranty, limitations of liability, and confidentiality and/or protection of proprietary rights and trade secrets shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.
- 14.16 **Entire Agreement.** This Agreement constitutes the entire agreement between GSA and CLIENT with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties.



The parties have signed this Agreement as of the date first written above.

**CLIENT:**

**GOVERNMENT SOFTWARE ASSURANCES CORPORATION:**

By: \_\_\_\_\_  
Chair, Board of County  
Commissioners

By: \_\_\_\_\_  
Lawrence D. Zirbel, President

Date: October 1, 2024

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



# **Work Plan**

## **Logan County CO**

### **Computer Assisted Mass Appraisal (CAMA) System Implementation**

Government Software Assurance, Corp. ("GSA")

September 18, 2024

## Work Plan: GSAWP-01

This Work Plan GSAWP-01 (“Work Plan”) is between Government Software Assurance, Corp. (“GSA”) Logan County Assessor’s Office (“CLIENT”) and is issued in accordance with and as a supplement to the provisions of the Master Agreement for Professional Services (the “Agreement”) executed between GSA and CLIENT. By executing this Work Plan, both parties agree that the terms and conditions of the Agreement shall be incorporated, herein. In the event of a conflict between the terms of this Work Plan and the terms of the Agreement, this Work Plan shall take precedence.

**Project:** GSA CAMA System Installation

**Initial Project Duration:** 5 years

The Work Plan has been approved by:

CLIENT

By: \_\_\_\_\_

Its: Chairman, Board of Commissioners

Date: October 1, 2024

For Government Software Assurance Corp.:

By: \_\_\_\_\_

Its: President

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

## DELIVERABLES

#	Name	Description
1	Data Conversion	<p>GSA will convert the following data from the CLIENT's legacy software:</p> <ul style="list-style-type: none"> <li>(a) For the current year data, GSA will convert names, addresses, property characteristics (land, buildings, extra features, and outbuildings), notes, exemption records, sales records including grantor and grantee if available, site addresses, permit records associated with parcels, the historical summary of values and any other data provided by the CLIENT from its legacy system where GSA CAMA has fields or methods to import and display such data.</li> <li>(b) Sketches will be converted from CLIENT's current vector format into GSA vector format. Sketches stored in binary format on CLIENT's legacy system will not be converted into GSA's sketching module, such as an Apex sketch notation, but area information will be converted including the name, heated, base, and effective area. If a JPEG of a sketch is available, it will be attached to the building as an image.</li> <li>(c) Attachments such as photo's or documents or scanned images will be available for viewing from GSA's interface by importing the URL and meta-data provided by the CLIENT.</li> <li>(d) GSA converts the data from current year extracts. At the end of the project, this will be a prior year's data as a new year begins. GSA will convert summary data for all prior years available. A full data conversion of two additional prior year will be completed, provided existing scripts can be used without modification. If scripts need to be modified, GSA will make the modification on a time and material's basis.</li> </ul> <p>The CLIENT agrees to provide legacy system data in accordance with the following:</p> <ul style="list-style-type: none"> <li>(a) CLIENT will provide all data in ASCII, machine readable format.</li> <li>(b) Data will be in consistent file format with records being comma, tab, or pipe ( ) delimited format and each retransmission of the file, the field order will remain consistent.</li> <li>(c) CLIENT will provide field names and descriptions of each field in each file.</li> <li>(d) File names will not change between legacy data extract and retransmissions of files</li> <li>(e) CLIENT will provide all costing, index and depreciation rates used in the legacy system to calculate values and transfer that information with each export of their data.</li> <li>(f) CLIENT will extract and transmit legacy data upon request by GSA along with value summary reports, such as standard CO Dept. of Revenue required reports or files typically sent to the Dept. of Revenue with tax roll submissions.</li> <li>(g) Sketch details will be provided in traverse format ("pen" movements or equivalent)</li> <li>(h) CLIENT will transfer complete sets of data files to GSA by internet file transfer protocol (FTP). GSA charges an additional fee on a time-and-material basis for any CLIENT data which GSA needs to pull from the CLIENT's legacy system. A complete data set includes all data elements available in the Client's legacy system(s).</li> </ul>



		<p>(i) CLIENT is responsible for the quality of the data it provides to GSA. Incomplete files, erroneous data, or failure to provide critical data elements, may result in additional charges.</p> <p>(j) If full, prior year data conversions are requested, CLIENT will provide the data in the same format as the current year data.</p> <p>GSA agrees to commence installation and data conversion according to a mutually agreed upon timeline between the parties. Both GSA and CLIENT understand and agree that any predetermined dates and/or schedules as they relate to the conversion of data will be adjusted to reflect the actual date of commencement. Any delay in the CLIENT's provision of any required information or documentation to GSA will automatically extend deadlines by at least the same number of business days attributable to the delay.</p> <p>GSA will convert CLIENT data, including costing rates and depreciation in a manner whereby a recalculation of property values, including Just Value, Classified Value Assessed Value and Taxable Value will be the within tolerance standards specified below as compared to values calculated in CLIENT's legacy system. GSA will meet or exceed the following calculation standards:</p> <p>(a) Individual total parcel value will calculate within 5% of the legacy systems value.</p> <p>(b) The sum of just, assessed, and taxable value of all active parcels in the county will be within 3% of the legacy systems values.</p> <p>(c) Parcels in the legacy system with over-ridden cost factors, values or cost adjustments may be converted to over-ride value in the GSA system. No more than 10% of the parcels that cost using the Legacy systems costing tables will be placed into an override mode within GSA. Override meaning that either the rate, the depreciation or the objects market value will be set equal to corresponding value from the legacy system and will not use internal calculations.</p> <p>(d) GSA may make software changes to accommodate legacy system methods of calculation of rates, depreciation, or value. Difference in value may be due to rounding, intermediate rounding within equations, errors in the legacy systems calculation techniques, or methods of applying rate adjustments, lump sum adjustment or other adjustments. GSA and CLIENT will work together to determine the best methods of matching legacy values.</p>
2	Project Management	<p>GSA and CLIENT shall each designate a project manager to work together for project planning and implementation support. GSA shall be primarily responsible for project management and will conduct regular project status meetings throughout the term of this work plan. Project milestones will be determined by the project managers.</p>



3	General Features	<p>The GSA software provides mechanisms for a CLIENT to complete all required duties for the valuation and production of a Colorado Tax Roll. It is expected that the GSA software suite will exceed the features and capabilities of your current software system, however, there will be differences in how GSA functions compared with other software systems. The GSA system will provide the follow general system capabilities in a way that the CLIENT can create valuations and assessments similar to your current systems:</p> <ol style="list-style-type: none"> <li>1. Tax assessment, including Computer Assisted Mass Appraisals</li> <li>2. Multiple valuation techniques including cost, income, market, and blended approaches</li> <li>3. Tax roll extension and billing files suitable for submission to a print vendor</li> <li>4. Exemption application and portability processing</li> <li>5. Workflow capability that allows automatic distribution of work to staff, supervisory review and approval processes, and ability to reassign work</li> <li>6. Audit trail for changes and transactions with the ability to track by user, date, and time</li> <li>7. Access security by roles, individuals, and groups to include create, read, update, and delete access</li> <li>8. Ability to manage documents attached to parcels</li> <li>9. Interaction with GIS to enable display of maps, select parcels from maps and to show parcel information from the mapping interface.</li> <li>10. All state reports necessary for the submission of tax rolls at its various stages.</li> </ol> <p>The methods, look and feel, user interface, keystrokes and specific features will not be identical to the legacy system as the two systems use different technologies. The GSA system will accomplish the primary functions of the legacy system using GSA's published or standard methods and GSA's methods of operation. Specific Legacy System features that are desired in the GSA system will be identified during project workshops and incorporated to the extent possible into the GSA System.</p>
4	Integration	<p>GSA will integrate its software and system to the following third-party systems or applications using an interface as mutually agreed upon by GSA and the third parties; or, using standard API's available within the various third-party systems, including:</p> <ol style="list-style-type: none"> <li>1. Marshall and Swift MVP</li> <li>2. ESRI GIS system</li> <li>3. Export data to the Excel</li> </ol> <p>Client is responsible for all fees and licenses associated with 3rd party tools.</p>
5	Reporting	<p>The software will produce reports, forms, files, and documents required for tax roll assessment and collection including:</p> <ol style="list-style-type: none"> <li>1. Reports and extracts mandated by the State of Colorado</li> <li>2. Jurisdiction summary reports</li> <li>3. Preliminary value estimate for the taxing units prior to certification</li> </ol>

		<ol style="list-style-type: none"> <li>4. Property Record Card (PRC)</li> <li>5. General reports currently used by the system</li> <li>6. SQL queries for general ad-hoc searching.</li> </ol> <p>Through the Crystal Reports and GSA Word integrations for mail merges, CLIENT staff may use any existing reports and queries, or CLIENT may create and use their own custom reports or modify existing reports to create their own version of the report.</p> <p>Before requesting GSA to create new reports or queries, CLIENT will review the available reports and shall use available instances whenever possible. The software will allow ad-hoc queries including its internal search/inquiry capabilities for data analysis and inquiry, with ability to save the query template and to export the data to Excel.</p>
6	Training	GSA will provide training on the system and its features to CLIENT staff. CLIENT and GSA will work together to train all users on how to use the system until employees are able to effectively and consistently perform their job functions within GSA CAMA. The Project Managers will determine the training to be provided and mechanisms for that training during the course of the project.

## RESPONSIBILITIES OF THE PARTIES

Following is a brief outline of each party's responsibilities in ensuring a successful project

### CLIENT Responsibilities (Client shall be provided at least five working days notice of any client responsibilities required of Client):

1. Participate in Project Planning discussions, Workshops and approve Project Plans
2. Provide access to systems where integration is required
3. Participate in design discussions and approve the business processes to be implemented
4. Directly purchase any components or third-party licenses, if needed
5. Actively participate in training of end-users
6. Provide source code of modules written by CLIENT where GSA needs to replicate functionality
7. Conduct acceptance testing in advance of each milestone as outlined in the Project Plan which will be created and maintained by GSA and CLIENT Project Managers as part of this project
8. Provide information on current system's methods and operations
9. Interface with current system's authors to facilitate knowledge transfer
10. Provide access to existing systems provided it does not violate any intellectual property rights
11. Provide data in electronic formats, in a consistent manner
12. Clean inconsistent data or convert data from prior years into a consistent format
13. Indicate in writing any deficiencies for deliverables that GSA has submitted for acceptance testing within 30 calendar days

### GSA Responsibilities:

1. Provide status and answer questions regarding the status of the project as requested by the CLIENT Project Manager
2. Manage the tasks, project documents and deliverables for the project
3. Provide Business Analysis (BA) services for configuration, setup and data conversion



4. Assist CLIENT in the setup and configuration of web services or other services as needed to interact with GSA systems
5. Convert all data provided by CLIENT into GSA's system
6. Provide the various modules and related functionality described in this Work Plan.

## PREREQUISITES TO PERFORMANCE

1. CLIENT will Provide written requirements for any specific feature at least 90 days prior to its due date or allow GSA to build such features according to its standard practice following industry standards and consistent with GSA's product look and feel.

## MILESTONES

The following timeline is based on a Go-Live Date no later than July 1, 2024 . Milestones are to be met prior to the indicated due date. The project managers may change this set of milestones or their due dates with written agreement by both CLIENT and GSA project managers. Final milestones and deadlines will be determined and agreed upon within the first 60 days of the project.

Milestone	Est. Date
Project Kick-off	10/23/2024
Phase 1 Data Conversion	1/20/2025
Phase 2 Data Conversion	2/24/2025
GIS Integration Complete	4/7/2025
Phase 3 Data Conversion	5/23/2025
Estimated Training / Go Live	June 2025

## MILESTONE DEFINITIONS

### 1. Project Kickoff:

- a. Assignment and introduction of resources
- b. High level overview of project steps with timing
- c. Detailed requests sent to county for data files and information
- d. IT discussion on VPN access and file transfer procedures

### 2. Phase 1 Data Conversion:

- a. GSA Completes data load scripts for client data files
- b. Conversion scripts move data from client data files to GSA data tables all parcel objects, notes, names, addresses, legal descriptions and other attributes of real property parcels and personal property accounts
- c. Provide access to converted data in GSA demo system to enable CLIENT to review initial converted data
- d. CLIENT identifies a set of 10 test parcels in both Real Property and Personal Property to verify Phase 1 data

### 3. Phase 2 Data Conversion:

- a. Costing tables implemented to provide object level values
- b. Run full system recalculation for PP accounts, Land, Buildings and Extra Features
- c. Install balance queries so CLIENT may see how GSA values compare to legacy system
- d. Configure and test payment processing in collection system

- e. Convert history summary data for collections, real estate, and personal property
- 4. GIS Integration:**
- a. CLIENT provides the URL for its map service and access to the URL through any firewalls or networks to GSA application server
  - b. CLIENT includes a parcel layer that has the parcel ID, or other ID as may be agreed upon to allow the GSA system to select the parcel
  - c. CLIENT logs into the GSA system and verifies the system can generate a GIS map, navigate to parcels and return selected parcels as a result set
- 5. Phase 3 Data Conversion:**
- a. CLIENT provides system documentation regarding the source systems calculation methods and techniques at least 120 days prior to the milestone due date, GSA is not responsible for erroneously described calculation methods or incorrectly provided data or data descriptions
  - b. CLIENT will provide a data cut to which GSA will balance at least 90 days prior to the deliverable due date as outlined below accompanied with state submissions and balancing reports for the data cut without any changes made to source data between the time the data cut files were generated
  - c. GSA will run its assessed value differences query and provide the results to CLIENT in summary and detail form and CLIENT will verify that each real estate parcel and tangible account is within 3% the present systems assessed value.
  - d. CLIENT will print the state reports using GSA's roll processing applications and verify that each report is consistent with the existing systems reports. (data on the reports will not be an exact match)
- 6. Training Complete:**
- a. Training is ongoing through implementation in the form of workshops conducted primarily online and concludes with onsite training
  - b. Formal training classes will be presented online covering basic system functionality as well as targeted classes for specific departments and in person training at CLIENT's office for formal "go-live"
  - c. CLIENT staff will perform their job functions by entering information into both the GSA system and CLIENT's current system to learn how to do their tasks in the GSA system
- 7. Go-live:**
- a. CLIENT has verified that all prior milestones have been accepted
  - b. CLIENT has verified the production system is established and available for their use
  - c. CLIENT has given their user's login information and security settings are set
  - d. CLIENT successfully performing assessment responsibilities in GSA CAMA

## PROJECT FEES

GSA will charge one-time Project Fees totaling \$210,500 to be paid in 5 installments as follows:

<b>Date</b>	<b>Fees</b>
1/1//25	\$42,100
1/1//26	\$42,100
1/1//27	\$42,100
1/1//28	\$42,100
1/1//29	\$42,100
<b>Total</b>	<b>\$210,500</b>

Project Fees are Fixed and are not subject to annual increases. There is no penalty for early payment. Except in the event of non-appropriation as contemplated in section 11.2 of the Master Agreement, if the Agreement or Software as a Service Work Plan is terminated after the client is live on GSA CAMA, any remaining Project Fees are due within 30 days of that termination.

### ADDITIONAL FEES:

1. Licenses for third party software and/or integrations will be purchased directly by CLIENT or reimbursed to GSA by CLIENT, if purchased by GSA
2. Necessary travel and training expenses incurred by GSA in the Implementation Phase in connection with this Work Plan will be billed in accordance with CLIENT's standard travel guidelines at GSA's cost.
3. Modification of scripts to convert prior year data in full will be billed on a time and material bases or fixed fee with proposal from GSA to CLIENT and only upon CLIENT's written authorization.



# **Work Plan**

## **GSA-SAAS24**

### **Logan County Colorado**

#### **GSA Software as a Service Subscription (SaaS)**

Government Software Assurance, Corp. ("GSA")

September 18, 2024



## Work Plan: GSA-CO-SAAS01

This Work Plan GSA-Logan-24 (“Work Plan”) is between Government Software Assurance, Corp. (“GSA”) and the Logan County Assessor’s Office (“CLIENT”) and is issued in accordance with and as a supplement to the provisions of the Master Agreement for Software Subscription and Professional Services (the “Agreement”) executed between GSA and CLIENT. By executing this Work Plan, both parties agree that the terms and conditions of the Agreement shall be incorporated, herein. In the event of a conflict between the terms of this Work Plan and the terms of the Agreement, this Work Plan shall take precedence.

**Project:** GSA Software as a Service Subscription (SaaS)

**Initial Project Duration:** 5 years

The Work Plan has been approved by:

CLIENT

By: \_\_\_\_\_

Its: Chairman, Board of County Commissioners

Date: October 1, 2024

For Government Software Assurance Corp.:

By: \_\_\_\_\_

Its: President

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

## DELIVERABLES

#	Name	Description
1	GSA CAMA System License	<p>The SaaS subscription grants a Software License as defined in the Master Agreement for the duration of the subscription period for each of the following modules and features:</p> <ol style="list-style-type: none"> <li>1. RMA (Real Estate Appraisal/Assessment) including: <ul style="list-style-type: none"> <li>• Multiple valuation methods including cost, income, market, sales comparisons and possessory interest</li> <li>• Residential, commercial, out buildings &amp; mobile home assessment individually and in mass</li> <li>• Land (common and agriculture) assessment individually and in mass</li> <li>• State assessed property</li> <li>• Property Splits and Combines</li> <li>• Exemption processing for Senior and Veterans</li> <li>• Corrections</li> <li>• Sketch tool</li> <li>• Attachments such as images and pdf files</li> <li>• Property record cards</li> <li>• GIS data (for consumption and display, not editing)</li> </ul> </li> <li>2. Audit logs for all property changes PMA (Personal Property Appraisal/Assessment) <ul style="list-style-type: none"> <li>• Oil and gas production and equipment valuation tracking</li> <li>• Online filing by taxpayer</li> <li>• Audit logs for all property changes</li> </ul> </li> <li>3. MFA (Mobile Field Application)</li> <li>4. RATIOS (Sales Ratio Analysis)</li> <li>5. ROLL (Tax Roll Processing) Including <ul style="list-style-type: none"> <li>• Notices of Valuation (for RMA and PMA)</li> <li>• Colorado Abstract and Certification Reporting</li> <li>• Exports for Treasurer</li> </ul> </li> <li>6. VAB (Hearing Management) for Assessor and County Board level appeals</li> <li>7. PRMT (Permit Import Utility) and Permit Tracking in RMA/PMA</li> <li>8. WRK (Workflow) Creation and Maintenance</li> <li>9. RTM/PTM (Table Maintenance) <ul style="list-style-type: none"> <li>• Taxing authority and Levy maintenance</li> </ul> </li> <li>10. USER (User Security)</li> <li>11. Public website to search and display property data</li> </ol> <p>OPTIONAL: For an additional cost, CLIENT may elect to subscribe to the AI Deeds Processing Utility for ownership transfer which utilizes OCR (ocular character recognition) and Artificial Intelligence to pre-populate key data elements from deeds and other legal documents (deeds wizard is available at no additional cost)</p>



2	GSA Hosting Services	<p>GSA hosting service includes the following areas:</p> <ol style="list-style-type: none"> <li>1. Site Hosting</li> <li>2. System Administration</li> <li>3. Database Administration</li> <li>4. Operation Support</li> <li>5. Initial system setup and configuration services</li> </ol> <p>These services are described in detail in the GSA SaaS Hosting Package document, which is subject to change from time to time. The basic services that are not subject to change are detailed in this work plan.</p>
3	GSA System Hosting	<p>Services to be provided include the following</p> <ol style="list-style-type: none"> <li>1. GSA will host GSA licensed modules and third-party components incorporated into GSA licensed software (such as ESRI GIS aeriels) for use by CLIENT.</li> <li>2. GSA will provide the servers, network hardware, firewall's, disk subsystems and other equipment necessary at GSA's hosting location for it to host its applications and modules.</li> <li>3. GSA will provide database software, operating systems, and other operational software necessary to host its application and modules and to enable CLIENT access.</li> <li>4. All hosting services will be provided within the United States of America</li> <li>5. Data backups will be done in accordance with GSA backup and retention policy.</li> <li>6. GSA will perform backup and restore services as needed.</li> <li>7. Backup data will be copied to secondary storage system(s) and CLIENT will have access to this repository for recovery purposes as needed.</li> <li>8. Target uptimes are 100% during working hours and 90% for off-work hours</li> <li>9. GSA will maintain sufficient internet bandwidth to support CLIENT loads</li> <li>10. GSA will upgrade database and operating system and keep them patched.</li> <li>11. GSA will perform GSA software installations, upgrades, and testing</li> <li>12. Installation of reports and reporting server configuration</li> <li>13. GIS configuration file creation and installation</li> <li>14. Installation and execution of stored procedures.</li> <li>15. GSA will provide an FTP site for upload and download of files for CLIENT and third- party data sharing.</li> </ol>
4	Software Platform	<p>The software will operate on Microsoft server architecture with Microsoft SQL Server as the database.</p>

5	Data Security Understanding	<p>GSA and Client agree that data protection and network security is the responsibility of both parties and both organizations must work together, and individually to protect data and system access from unauthorized access. Both Client and GSA understand that data or security breaches are a risk that can never be prevented in its entirety and agree that active, ongoing, and evolving security protocols need to be established to mitigate the risk and prevent disclosure of confidential material. Client and GSA understand the following:</p> <ol style="list-style-type: none"> <li>1. CLIENT is required to maintain confidential social security or taxpayer identification numbers, return information, financial information, and/or classified use and exemption application information of or relating to the taxpayer. CLIENT further is required to maintain names and addresses of individuals whose identities are exempt from public records disclosure pursuant to Colorado Statutes. GSA and CLIENT understand that this material must be kept confidential or is exempt from public records disclosure and will take all reasonable efforts to prevent unauthorized access or disclosure.</li> <li>2. Attacks and breaches may be directed at GSA based entry points or Client based entry points as each organization has connections to the Internet and external networks.</li> </ol>
6	Cybersecurity Standards	<p>Both GSA and CLIENT will adhere to the Cybersecurity Standards as defined by Colorado State Statutes and in accordance with best practices and may augment practices with additional policy and procedures as defined by County IT and GSA IT.</p>
7	Network Security Measures	<p>Specific Network Security Measures to be used:</p> <ol style="list-style-type: none"> <li>1. CLIENT access to GSA hosted services will be via VPN using either a site-to-site VPN or on-demand VPN using a VPN CLIENT installed in CLIENT's machines that is compatible with GSA's firewalling systems to prevent unauthorized connections and to control network access. Note, non-VPN access is available, but not recommended.</li> <li>2. GSA applications will transfer data using SSL for secure traffic and will require a valid commercial network certificate from each CLIENT for authorized access. Currently, GSA utilizes a free certificate service, however, should that become unavailable, or at CLIENT's request GSA will procure the certificate for CLIENT at CLIENT's expense. Cost for this will vary but is estimated at \$250 per year.</li> <li>3. Client and GSA shall monitor their networks, log files, security appliances and anti-virus/malware software logs and report any unusual situation or breaches to the other party as quickly as possible.</li> <li>4. Anti-virus software with current licenses must be run on all computers that are on internal networks and all external machines that connect via on-demand VPN CLIENTS.</li> <li>5. Both CLIENT and GSA will employ email virus checking software for all inbound and outbound emails at their own expense.</li> <li>6. Multi-factor authentication will be available.</li> </ol>



8	Server Security Measures	<p>Servers used to host GSA applications, CLIENT data, web sites or databases shall employ the following security measures:</p> <ol style="list-style-type: none"> <li>1. All machines will be password protected and limit logins to only authorized users with a valid reason to connect to the machine.</li> <li>2. User permissions shall allow access as needed and block all other access.</li> <li>3. Password management strategies will be employed to ensure passwords age and have reasonable complexity.</li> <li>4. Physical access to servers, hard drives and network equipment will be limited to authorized personnel.</li> <li>5. Servers will be kept up to date with patches and security updates from operating system vendors.</li> </ol>
9	Data Security Measures	<p>Client data stores in GSA's servers or on GSA equipment will be secured using appropriate mechanisms for the data being stored including:</p> <ol style="list-style-type: none"> <li>1. Social Security Numbers (SSN's) shall be stored in an encrypted format using either SQL Server encrypted columns, application encrypted algorithms or encrypted disk arrays and GSA may also implement other encryption techniques in accordance with industry standards.</li> <li>2. Encryption keys will be given to Client who will be responsible for securely storing the encryption keys at their premises. Loss of the encryption key may result in permanent data loss.</li> <li>3. Databases will be isolated for CLIENT preventing other CLIENTs from accessing data through GSA's products or via SQL Server Management Studio.</li> <li>4. Documents and other electronic files shall be stored on encrypted drive arrays at CLIENT's request. Encryption keys will be given to Client who will be responsible for securely storing the encryption keys at their premises. Loss of the encryption key may result in permanent data loss.</li> </ol>
10	Inspections	<p>Client shall have the right to inspect GSA's facilities and review GSA's system configurations to ensure compliance with security standards and best practices. Recommendations for changes to security policies or procedures shall be implemented by GSA as quickly as practical and GSA and CLIENT shall share the costs of implementation. Costs associated with inspections shall be paid by CLIENT.</p>
11	Breach	<p>In the event there is a breach to the network, or a server, and confidential material is stolen or accessed by an unauthorized party, GSA and Client must utilize the following protocol:</p> <ol style="list-style-type: none"> <li>1. The party that is breached will inform the other party within 24 hours of the discovery of the breach, the nature of the breach, details surrounding the breach and what information may have been accessed or stolen as a result of the breach.</li> <li>2. Both parties must work together to investigate the breach, determine the impact of the breach and to remediate the breach.</li> <li>3. GSA and Client will adhere to Colorado Statutes regarding data breach and notification requirements.</li> <li>4. Costs associated with notification will be the responsibility of the Client unless GSA failed to store the information in an encrypted format</li> </ol>

12	System Administration Requirements	<p>GSA will be responsible for system administration and database administration which involves the following activities in addition to the services outlined above.</p> <ol style="list-style-type: none"> <li>1. New releases often require changes to the database and conversion of data into the new database structures.</li> <li>2. Testing new releases requires recalculation and checking parcel information to check and resolve issues associated with upgrades.</li> <li>3. Installation of reports, queries and stored procedures requires testing the reports in both test and production environments.</li> <li>4. Creating new features requires investigation and testing which is performed on backup data and test data and finally tested on production data.</li> <li>5. Upgrading operating systems and database software and underlying drivers and utilities requires testing performance and operations on both test systems and then on production.</li> <li>6. GSA will limit development and administration access to CLIENT data to personnel with a need to do so and who have been trained on data protection procedures.</li> </ol>
13	Maintenance	<p>GSA will provide maintenance services in accordance with the GSA Service Level Standards, commencing when the system is first used in a production capacity.</p>
14	Enhancements	<p>CLIENT may request system enhancements and GSA will evaluate requests along with request from all other clients and incorporate those that may benefit the product and the user community at large. Client may request a specific enhancement and prioritize scheduling of development and release of that enhancement by paying for the development directly. In such cases, GSA will provide a fixed price quote which CLIENT must approve in writing before GSA begins development. Once implemented, the enhancement will become part of the product and be made available to other clients.</p>
15	Legislative Changes	<p>GSA will modify its software to keep it compliant with all relevant changes to the Colorado Property Tax Code and Colorado State Legislature. Changes will be applied as needed and meet all timelines directed by Tax Code. GSA agrees that there shall be no additional fees or charges for such modifications while CLIENT has an active SaaS Subscription with GSA.</p>



## Optional Deliverables

1	SOC2 Security Audit Type 1 report	<p>CLIENT, at CLIENTS option may require an SOC2 Security Audit with either a Type 1 or Type 2 report. The deliverable includes the following:</p> <ol style="list-style-type: none"> <li>1. An SOC2 Security Audit can only be conducted by a licensed CPA certified to conduct such audits and CLIENT will provide GSA written notice that it desires to have an SOC2 Security Audit.</li> <li>2. CLIENT will select and engage the accounting firm certified to conduct an SOC Audit for both the CLIENT's and GSA's audits and CLIENT may work with other GSA Clients to use the same firm if desired and to share costs.</li> <li>3. CLIENT and GSA will participate in the pre-audit workshop to define the scope of the audit.</li> <li>4. CLIENT and GSA staff will work with the auditor to provide the necessary documents and information for them to complete the audit in a timely manner.</li> <li>5. If GSA or CLIENT fails the audit, each party will take the necessary steps to correct any deficiencies.</li> <li>6. All costs associated with the audit will be paid by CLIENT as an additional expense.</li> <li>7. GSA will pay costs associated with making the necessary changes to correct deficiencies uncovered in GSA's audit such that GSA can pass the subsequent audit.</li> <li>8. CLIENT will pay costs associated with making the necessary changes to correct deficiencies uncovered in CLIENT's audit such that CLIENT can pass the subsequent audit.</li> <li>9. Both CLIENT and GSA will make reasonable efforts to implement changes as recommended by the audit within 90 days.</li> </ol>
---	-----------------------------------	--

## RESPONSIBILITIES OF THE PARTIES

Following is a brief outline of each party's responsibilities in ensuring a successful project

### CLIENT Responsibilities:

1. Procure or use leading edge VPN router and configure the VPN for a gateway-to-gateway connection to the hosting center (if electing to implement this protocol).
2. Participate in security and planning discussions and workshops.
3. Provide access to systems where integration is required.
4. Purchase Data Breach Insurance and name GSA as an additional insured (recommended, not required).

### GSA Responsibilities:

1. Manage the hosting facilities.
2. Schedule maintenance times with Client to ensure it does not impact off-hour workloads.
3. Update equipment and replace failed components, as necessary.
4. Possess cold spares and hot spares of components prone to failure.
5. Possess spare servers available for disaster recovery.
6. Review and maintain security policies.

## PREREQUISITES TO PERFORMANCE

1. CLIENT will maintain an internet connection of at least 50MB/Sec.
2. CLIENT will provide specific security policies it wishes GSA to comply with at least 90 days prior to implementation and provide resources to discuss implementation.
3. CLIENT will configure a gateway-to-gateway VPN connection and provide access to any servers to which GSA is required to access or to install software upon (if CLIENT is hosting GSA CAMA at their facilities)

## PAYMENT SCHEDULE

The annual rate for the initial five years of Software Subscription Fees shall be as follows.

2025	\$26,888.00
2026	\$53,775.00
2027	\$57,002.00
2028	\$60,422.00
2029	\$64,047.00

SaaS subscription fees are billed quarterly at 25% of the annual subscription amount.

## ADDITIONAL FEES:

1. Licenses for third party software that CLIENT wants GSA to support or to integrated with will be purchased directly by CLIENT or reimbursed to GSA by CLIENT, if purchased by GSA
2. GSA provides standard ASCII, comma delimited data extracts for public portal's TRIM notices, tax billing files, exemption renewal cards, public use files and state mandated files for roll submission. In many cases, there are multiple formats available to select from. If CLIENT wants custom file extracts for these purposes or to comply with public record requests, GSA will provide them at additional cost.

**RESOLUTION  
NO. 2024-23**

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

**SUBDIVISION EXEMPTION FOR  
ELLEN M. KLINZMANN**

**WHEREAS**, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

**WHEREAS**, Ellen M. Klinzmann has applied for an exemption from the Logan County Subdivision Regulations with reference to two proposed contiguous parcels to be created, which are legally described as follows:

LEGAL DESCRIPTION FOR TRACT 1:

A tract of land located in the SE 1/4 of Section 10, Township 8 North, Range 48 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, being particularly described as follows:

Commencing at the Southeast corner of Section 10, Township 8 North, Range 48 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; thence South 87°35'17" West on the south line of said Southeast Quarter, 783.73 feet to the Point of Beginning; thence South 87°35'17" West on said south line, 567.67 feet; thence North 01°20'40" West 1291.25 feet; thence North 87°34'59" East 1351.56 feet to a point on the east line of said Southeast Quarter; thence South 01°20'15" East on said east line, 574.54 feet to the Northeast corner of a 7.89 acre tract surveyed by Ryan E. Dickinson, P.L.S. 36571, in May of 2024, shown here on as "Tract 2"; thence South 87°35'17" West on the north line of said "Tract 2", 783.73 feet to the Northwest corner of said "Tract 2"; thence South 01°20'15" East on the westerly line of said "Tract 2", 716.83 feet to the Point of Beginning, containing 27.16 acres, more or less.

LEGAL DESCRIPTION FOR TRACT 2:

A tract of land located in the SE 1/4 of Section 10, Township 8 North, Range 48 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, being particularly described as follows:

Commencing at the Southeast corner of Section 10, Township 8 North, Range 48 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, thence South 87°35'17" West on the south line of said Southeast Quarter, 400.00 feet to the Point of Beginning; thence South 87°35'17" West on said south line, 383.73 feet; thence North 01°20'15" West on the easterly line of tract 1, 716.83 feet; thence North 87°35'17" East 783.73 feet to a point on the east line of said Southeast Quarter; thence South 01°20'02" East on said east line, 171.80 feet; thence South 87°34'42" West 399.93 feet; thence South 01°19'50" East 544.96 feet to the Point of Beginning, containing 7.89 acres, more or less.

(As represented on official Subdivision Exemption Plat 2024-23); and

**WHEREAS**, Ellen M. Klinzmann, intends to create two contiguous parcels consisting of 27.16 acres, more or less (Tract 1) and 7.89 acres, more or less, (Tract 2) subdivided from a 35.00



acre parcel in an Agriculture (A) zone district, for the purpose of separating an existing residential use on Tract 2 from the adjacent cropland on Tract 1; and

**WHEREAS**, the Logan County Planning Commission Chairman recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on September 20, 2024; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on October 1, 2024, at which time the Board reviewed the application and any exhibits, and heard the comments of staff and any interested parties; and

**WHEREAS**, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by Ellen M. Klinzmann for a Subdivision Exemption for the creation of a 27.16 acre parcel (Tract 1) and a 7.89 acre parcel (Tract 2) in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2024-23, is hereby approved, provided that no further subdividing of the above described parcels shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 1st day of October, 2024.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Mike Brownell, Chairman

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

\_\_\_\_\_  
(Aye)(Nay)  
Jerry A. Sonnenberg, 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 duly adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 1<sup>st</sup> day of October, 2024.

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



## SUBDIVISION EXEMPTION APPLICATION PLAT APPROVAL

Date: July 31, 2024

Name of Subdivision Exemption (as listed on plat): \_\_\_\_\_  
Replat: \_\_\_\_\_

**Applicant:**

Name: Ellen M. Klinzmann Phone: 970-580-4342

Address: 17491 County Road 32, Sterling, CO 80751

Email: ellen@klinzmannwelding.com

**Local Agent:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Owner of Record:**

Name: Ellen M. Klinzman Phone: \_\_\_\_\_

Address: Same as above

**Prospective Buyer:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Land Surveyor:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Attorney:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Description of Property:**

Subdivision Exemption Location: On the \_\_\_\_\_ side of \_\_\_\_\_

\_\_\_\_\_ Feet \_\_\_\_\_ of \_\_\_\_\_  
Direction Street

Legal: ¼ Section SE Section 10 Township 8N Range 48W

Total Acres 7.89 Number of Lots 2

Current Zoning: Ag Current Land Use: \_\_\_\_\_

Postal Delivery Area: \_\_\_\_\_ School District: \_\_\_\_\_

If Deed is recorded in General System: Book \_\_\_\_\_ Page \_\_\_\_\_

Has the Board of Zoning Appeals granted Variance, Exception, or a Conditional Use Permit Concerning this property? Y or N

If yes, list Case No., and Name \_\_\_\_\_

Proposed use of each Parcel: Residential

Proposed Water and Sewer Facilities: Existing well and septic

Proposed Public Access to Each New Parcel: Has own driveway

Reason for Request of this Exemption (May use additional pages): To divide house from land

List all Contiguous Parcels in the same Ownership:

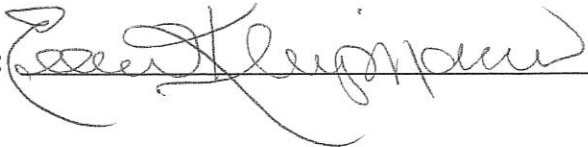
Section/ Township/ Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

Attach an affidavit of ownership indicating the dates the respective parcels of land were acquired, together with the book and page of each conveyance to the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the current legal owner of the property; the contract owner of the property, and the date the deed was executed and delivered.

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).

I Ellen M. Klinzman, hereby consent to the provisions of Article 8.2 A & B of the Logan County Subdivision Regulations.

I Ellen M. Klinzman, hereby depose that all statements contained in this application submitted herewith are true.

Applicant Signature:  Date: 7-31-24

**SUBDIVISION EXEMPTION APPLICATION  
COUNTY USE ONLY**

Application Fee: (\$100.00) Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: \_\_\_\_\_

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission:  Approval  Denial

**Recommended Conditions of the Subdivision Exemption:**

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

  
\_\_\_\_\_  
Chairperson, Planning Commission

**COUNTY COMMISSIONERS ACTION:**

**Conditions of Subdivision Exemption Approval:**

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

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

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

\_\_\_\_\_  
Mike Brownell (Aye) (Nay)

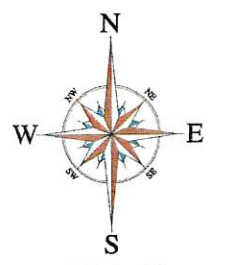
\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jerry A. Sonnenberg (Aye) (Nay)



# SUBDIVISION EXEMPTION PLAT

## OF 2 TRACTS OF LAND LOCATED IN THE SE 1/4 OF SECTION 10, T.8 N., R.48 W. OF THE 6th P.M., LOGAN COUNTY, COLORADO

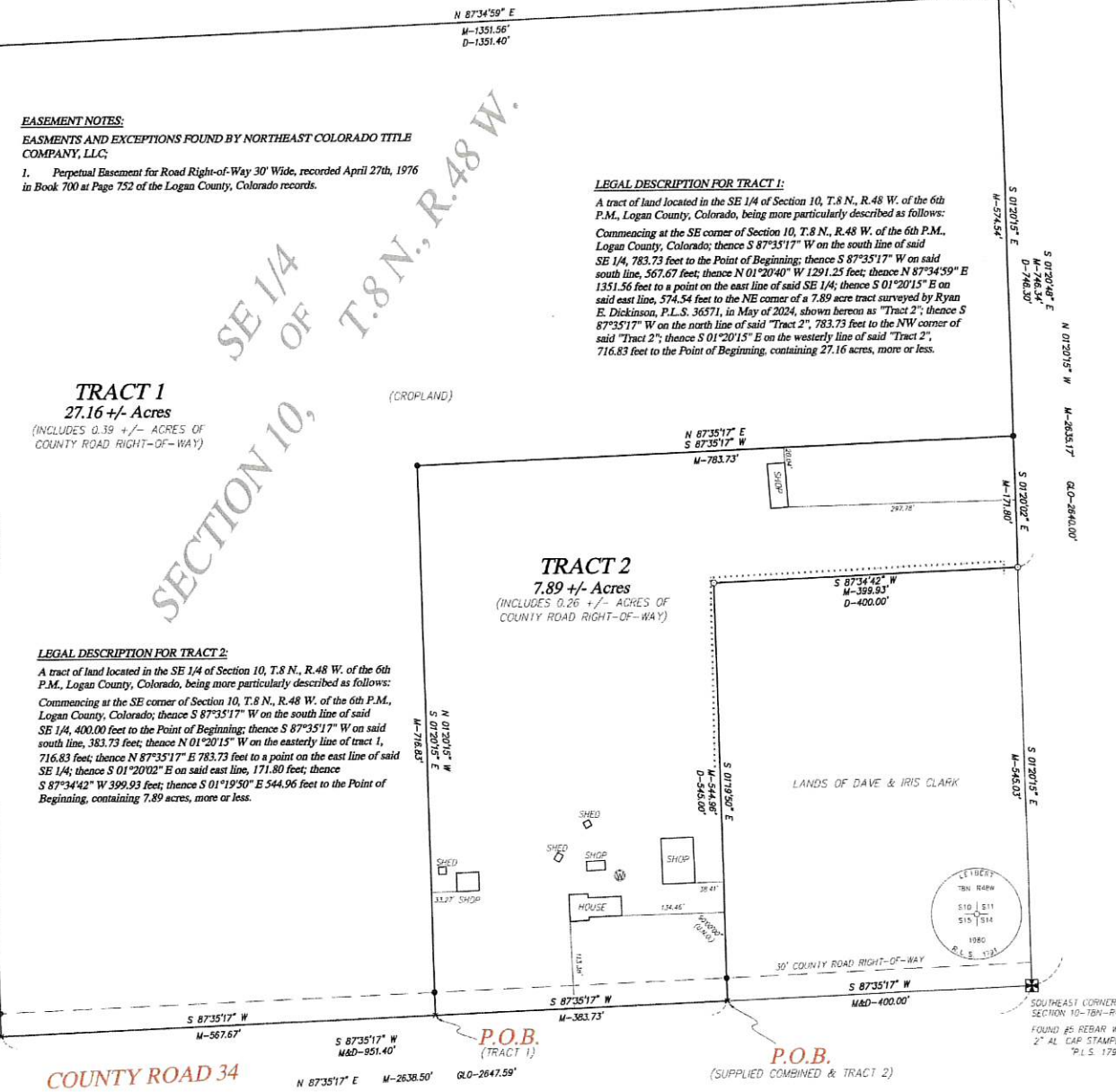


SCALE 1" = 100'  
0 100 200 300

- LEGEND**
- ✕ FOUND SECTION AND QUARTER CORNER MONUMENTS
  - FOUND MONUMENT (BY REBAR OR AS NOTED)
  - MONUMENT SET (BY REBAR W/ 2" AL CAP STAMPED "P.L.S. 36571" TOP AS NOTED)
  - ⊙ WELL
  - GLO- ORIGINAL GOVERNMENT DISTANCE
  - M- MEASURED DISTANCE
  - D- DECIDED DISTANCE
  - X- TEMPORARY POINT
  - SECTION LINE
  - COUNTY ROAD R.O.W. LINE
  - EASEMENT LINE
  - FENCE LINE

**SUPPLIED COMBINED LEGAL DESCRIPTION:**  
 RECEIPTION NO. 0595846, RECORDED IN BOOK 852, PAGE 495, LOGAN COUNTY RECORDS  
 A tract of land, containing 35.05 acres, more or less, in the SE 1/4 of Section 10, Township 8 North, Range 48 West of the 6th P.M., Logan County, Colorado, described as commencing at the Southeast corner of said Section 10; thence Westerly along the South line of said Section 10 a distance of 400 feet to the true point of beginning; thence continuing Westerly along the South line of said Section 10, a distance of 951.4 feet; thence Northerly an angle right of 91°04'00" from the last described course and parallel with the East line of said Section 10, a distance of 1291.3 feet; thence Easterly an angle right of 88°56'00" from the last described course and parallel with the South line of said Section 10, a distance of 1351.4 feet to a point on the East line of said Section 10; thence Southerly an angle right of 91°04'00" from the last described course and along the East line of said Section 10, a distance of 746.3 feet; thence Westerly an angle right 88°56'00" from the last described course and parallel with the South line of said Section 10, a distance of 400 feet; thence Southerly an angle left of 88°56'00" from the last described course and parallel with the East line of said Section 10 a distance of 545 feet to the true point of beginning.

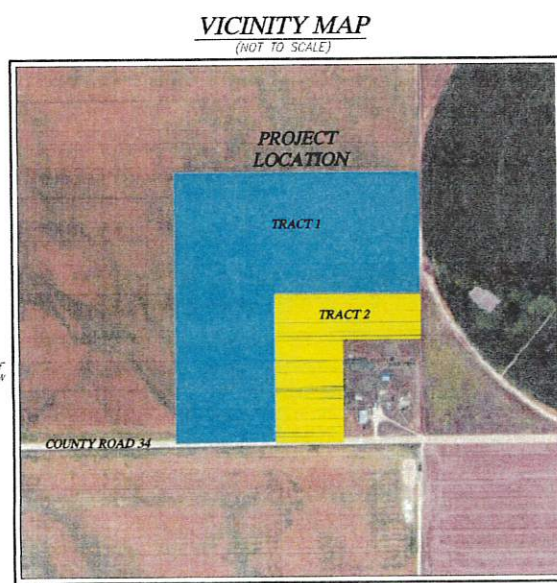
1/4 CORNER OF SECTION 10-T8N-R48W FOUND #5 REBAR W/ 2" AL CAP STAMPED "P.L.S. 1791"



**SURVEYOR'S NOTES:**  
 This survey was set forth by Chad Bamford to survey 2 tracts of land in the SE 1/4 of Section 10, T.8 N., R.48 W. of the 6th P.M., Logan County, Colorado.  
 In the initial research I found the sheets for Section 10 by Burr D. Leibert dated January 1980.  
 In the commencement of the field work I began by finding all corners shown as found on this plat. I then set new property corners per clients request.  
 Set #4 rebar 24" long with yellow plastic I.D. caps stamped "Dickinson P.L.S. 36571" at the points shown thus ●, unless otherwise noted.  
 The basis of bearing for this plat was arrived by GPS solutions.  
 A title search was not requested nor conducted by me for this tract of land. Therefore, all recorded and unrecorded Right-of-Ways or Easements may not be shown.  
 Only the record documents noted hereon were provided to or discovered by Surveyor. No abstract, current title commitment, nor other record title documentation were provided to Surveyor.  
 There may be structures and improvements located on this tract which are not shown hereon.  
 Underground utilities may or may not exist within the limits of this tract. The location of these facilities was not within the scope of work to be accomplished by the Surveyor.  
 There may be buried utilities located on this tract.  
 There may be easements which affect the land shown hereon.  
 Prior to any site excavations, contact the utility companies for location of their lines. Contact Colorado 811 at 800-922-1987 prior to excavation.

**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.

**OWNER'S CERTIFICATE**  
 ELLEN M. KLINZMANN, BEING THE SOLE OWNER IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY DIVIDE THE SAME AS SHOWN ON THIS MAP.  
 ELLEN M. KLINZMANN  
 (STATE OF COLORADO)  
 (COUNTY OF LOGAN)  
 THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.  
 IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL  
 \_\_\_\_\_ (SEAL)  
 MY COMMISSION EXPIRES \_\_\_\_\_



**PLANNING COORDINATOR CERTIFICATE**  
 THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND APPEARS TO COMPLY WITH ALL REQUIREMENTS.  
 PLANNING COORDINATOR \_\_\_\_\_ DATE \_\_\_\_\_  
**CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION CERTIFICATE**  
 I HAVE REVIEWED THIS PLAT AND CONCUR WITH STAFF THAT THIS PLAT APPEARS TO BE IN CONFORMANCE WITH ALL THE REQUIREMENTS OF ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND SUBMIT THIS TO THE BOARD OF COUNTY COMMISSIONERS FOR FINAL APPROVAL.  
 CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONER'S CERTIFICATE**  
 THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_  
 ATTEST:  
 COUNTY CLERK AND RECORDER  
 BY \_\_\_\_\_  
 DATE \_\_\_\_\_

**DEDICATION**  
 KNOW ALL MEN BY THESE PRESENTS: THAT ELLEN M. KLINZMANN, IS THE OWNER OF LAND INCLUDED WITHIN THE PLAT SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND WE HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH, THE PUBLIC ROADWAYS, AND PUBLIC UTILITY EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.  
 IN WITNESS THIS DEDICATION IS EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 ELLEN M. KLINZMANN  
 (STATE OF COLORADO)  
 (COUNTY OF LOGAN)  
 THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL  
 \_\_\_\_\_ (SEAL)  
 MY COMMISSION EXPIRES \_\_\_\_\_

**RECORDER'S CERTIFICATE**  
 I, \_\_\_\_\_ CLERK AND RECORDER OF LOGAN COUNTY, HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ ACCEPTED ON BEHALF OF THE PUBLIC THE FOREGOING DESCRIBED PARCEL OF REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.  
 \_\_\_\_\_ (SEAL)  
 CLERK AND RECORDER, LOGAN COUNTY, COLORADO

**SURVEYOR'S STATEMENT**  
 I, Ryan E. Dickinson, a registered professional land surveyor in the state of Colorado, do hereby state that the survey represented by this plat was made under my supervision, and the monuments shown thereon actually exist, and this plat accurately represents said survey to the best of my knowledge and belief.  
 by: Ryan E. Dickinson  
 Colorado Professional Surveyor  
 Registration No. 36571



**Dickinson Land Surveyors, Inc.**  
 Nebraska and Colorado Certified  
 218 East Denver Street, Holyoke, Colorado 80734  
 Office: 970-854-8440 www.dickinsonlandsurveyors.com

CLIENT: CHAD BAMFORD  
 DATE OF SURVEY: 28 MAY 2024  
 PAGE 1 OF 1 PROJECT #H23-039



REVISED OWNER CERTIFICATE & DEDICATION  
 8-7-2024



**RESOLUTION  
NO. 2024-24**

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

**SUBDIVISION EXEMPTION FOR  
TWO BUTTES, LLC**

**WHEREAS**, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

**WHEREAS**, Two Buttes, LLC, has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

LEGAL DESCRIPTION FOR TRACT:

A tract of land located in the West Half of the West Half of Section 31, Township 8 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, being particularly described as follows:

Commencing at the West Quarter corner of Section 31, Township 8 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; thence South 01°13'21" East, on the West line of the Southwest Quarter of said Section 175.82 feet; thence North 87°46'39" East 356.44 feet to the Point of Beginning; thence North 88°33'38" East 85.34 feet; thence South 87°26'10" East 234.64 feet; thence North 80°00'41" East 234.60 feet; thence South 31°05'54" East 202.72 feet; thence South 09°55'02" East 63.85 feet; thence South 75°33'21" West 216.37 feet; thence North 74°18'50" West 472.06 feet; thence North 01°04'35" West 130.50 feet to the Point of Beginning, containing 3.02 Acres, more or less.

LEGAL DESCRIPTION FOR ACCESS EASEMENT:

a 40 foot wide Access Easement located in the West Half of the West Half of Section 31, Township 8 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, the centerline being more particularly described as follows:

Commencing at the West Quarter corner of Section 31, Township 8 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; thence North 02°13'54" West, on the West line of the Northwest Quarter of said Section 174.34 feet, to the Point of Beginning; thence South 69°18'52" East 53.77 feet; thence South 52°24'04" East 84.27 feet; thence South 49°09'35" East 152.04 feet; thence South 51°22'21" East 135.07 feet; thence South 58°39'08" East 81.04 feet; thence South 68°25'35" East 63.77 feet; thence South 74°38'44" East 66.22 feet, to the Point of Termination, also being a point on the Northerly line of a 3.02 acre tract of land surveyed by Ryan E. Dickenson, R.L.S. 554, in June 2024, containing 0.59 acres, more or less. Sidelines to remain parallel to described centerline and are prolonged or shortened to coincide with granters property lines.

(As represented on official Subdivision Exemption Plat 2024-24); and

**WHEREAS**, Two Buttes, LLC, intends to create a parcel, consisting of 3.02 acres more or less, subdivided from a 61.00 acre parcel in an Agriculture (A) zone district, for use as a residence; and

**WHEREAS**, the Logan County Planning Commission Chairman recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed

plat on September 27, 2024; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on October 1, 2024, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

**WHEREAS**, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by Two Buttes, LLC, for a Subdivision Exemption for the creation of a 3.02 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2024-24, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 1st day of October, 2024.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Mike Brownell, Chairman

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

\_\_\_\_\_  
(Aye)(Nay)  
Jerry A. Sonnenberg, 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 October, 2024.

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



**SUBDIVISION EXEMPTION APPLICATION  
PLAT APPROVAL**

Date: 8/4/24

Name of Subdivision Exemption (as listed on plat): \_\_\_\_\_  
Replat: \_\_\_\_\_

**Applicant:**  
Name: Two Buttes / Tonia Lock Phone: 970-580-7267  
Address: 12460 C.R. 37 Sterling, CO 80751  
Email: tonialock@gmail.com

**Local Agent:**  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

**Owner of Record:**  
Name: Two Buttes, LLC Phone: 970-580-7267  
Address: 12460 CR37 Sterling, CO 80751

**Prospective Buyer:**  
Name: Dan & Tonia Lock Phone: 970-580-7267  
Address: 12460 CR 37 Sterling, CO 80751

**Land Surveyor:**  
Name: Dickinson Land Surveyors, Inc Phone: 308-284-8440  
Address: 302 Diamond Springs Trail, Ogallala, NE 69153

**Attorney:**  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

**Description of Property:**  
Subdivision Exemption Location: On the \_\_\_\_\_ side of \_\_\_\_\_  
\_\_\_\_\_ Feet \_\_\_\_\_ of \_\_\_\_\_  
Direction Street

Legal: 1/4 Section \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
Total Acres \_\_\_\_\_ Number of Lots \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Current Land Use: \_\_\_\_\_

Postal Delivery Area: \_\_\_\_\_ School District: \_\_\_\_\_

If Deed is recorded in General System: Book \_\_\_\_\_ Page \_\_\_\_\_

Has the Board of Zoning Appeals granted Variance, Exception, or a Conditional Use Permit Concerning this property? Y or N

If yes, list Case No., and Name \_\_\_\_\_

Proposed use of each Parcel: \_\_\_\_\_

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

Proposed Public Access to Each New Parcel: \_\_\_\_\_

Reason for Request of this Exemption (May use additional pages): \_\_\_\_\_

List all Contiguous Parcels in the same Ownership:

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

Attach an affidavit of ownership indicating the dates the respective parcels of land were acquired, together with the book and page of each conveyance to the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the current legal owner of the property; the contract owner of the property, and the date the deed was executed and delivered.

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).

I Tonia Lock, hereby consent to the provisions of Article 8.2 A & B of the Logan County Subdivision Regulations.

I Tonia Lock, hereby depose that all statements contained in this application submitted herewith are true.

Applicant Signature: Tonia Lock Date: 8/7/24

**SUBDIVISION EXEMPTION APPLICATION  
COUNTY USE ONLY**

Application Fee: (\$100.00) Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: \_\_\_\_\_

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission:  Approval  Denial

**Recommended Conditions of the Subdivision Exemption:**

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

  
\_\_\_\_\_  
Chairperson, Planning Commission

**COUNTY COMMISSIONERS ACTION:**

**Conditions of Subdivision Exemption Approval:**

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

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

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

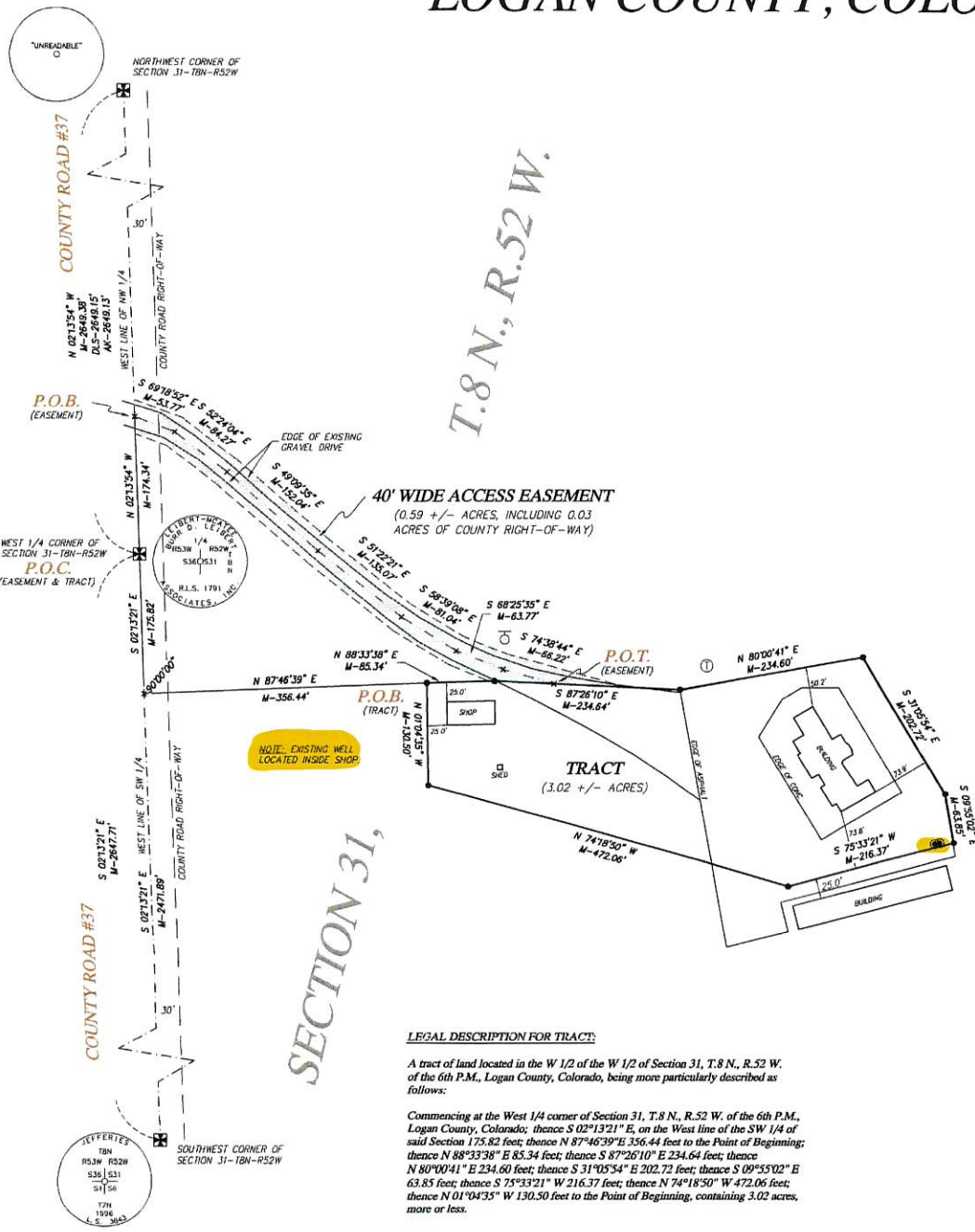
\_\_\_\_\_  
Mike Brownell (Aye) (Nay)

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

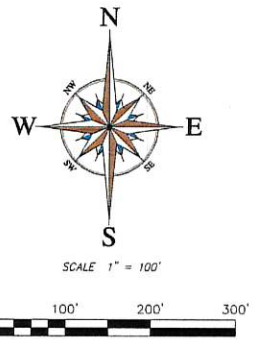
\_\_\_\_\_  
Jerry A. Sonnenberg (Aye) (Nay)



# A SUBDIVISION EXEMPTION PLAT OF A TRACT OF LAND AND AN ACCESS EASEMENT LOCATED IN THE W 1/2 OF THE W 1/2 OF SECTION 31, T.8 N., R.52 W. OF THE 6th P.M., LOGAN COUNTY, COLORADO



- LEGEND**
- ✠ FOUND SECTION AND QUARTER
  - CORNER MONUMENTS
  - MONUMENT SET
  - YARD HYDRANT
  - TELEPHONE PEDESTAL
  - CLEAN OUT
  - AK- ANNE M. KORBE, P.L.S. 26964, DISTANCE
  - DIS- RYAN E. DICKINSON, P.L.S. 36571, DISTANCE
  - M- MEASURED DISTANCE
  - X- TEMPORARY POINT
  - COUNTY RIGHT-OF-WAY LINE
  - SECTION LINE
  - EASEMENT EDGE LINE
  - EASEMENT CENTERLINE



**SURVEYOR'S NOTES:**

This survey was set forth by Two Buttes, LLC to survey a tract of land and an access easement located in the W 1/2 of the W 1/2 of Section 31, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado.

In the initial research I found a survey dated 06/22/2022 by Ryan E. Dickinson, P.L.S. 36571; and 2 surveys by Anne M. Korbe, P.L.S. 26964; dated 08/22/2018 and 07/30/2008 respectively. I found a tie sheet dated 06/18/2004 by Charles N. Beckstrom, P.L.S. 33202; a tie sheet dated 07/31/1996 by Gerald W. Jeffries, L.S. 3648; and a tie sheet dated 09/23/1992 by Burr D. Leibers, L.S. 1791. I also found an ALTA Commitment for Title Insurance with a Commitment Date of October 18th, 2021 by Stewart Title Guaranty Company, File No. 1441622.

In the commencement of the field work I began by finding the NW, W 1/4, and SW corners of said Section 31. I then surveyed the existing structures on the proposed tract of land. I then set new property corners as shown hereon, per the client's wishes to complete the survey.

Set #4 rebar 24" long with yellow plastic I.D. caps stamped "Dickinson P.L.S. 36571" at the points shown thus, unless otherwise noted.

The basis of bearing for this plat was arrived by GPS solutions.

The easement shown and described hereon is proposed. This easement is not conveyed nor created by virtue of this plat; a deed will need to be executed by the current owner to convey this right.

There may be structures and improvements located on this tract which are not shown hereon.

Underground utilities may or may not exist within the limits of this tract. The location of these facilities was not within the scope of work to be accomplished by the surveyor.

There may be buried utilities located on this tract.

There may be easements which affect the land shown hereon.

Prior to any site excavations, contact the utility companies for location of their lines. Contact Colorado 811 at 800-922-1987 prior to excavation.

**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.

**LEGAL DESCRIPTION FOR TRACT:**

A tract of land located in the W 1/2 of the W 1/2 of Section 31, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado, being more particularly described as follows:

Commencing at the West 1/4 corner of Section 31, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado; thence S 02°13'21" E, on the West line of the SW 1/4 of said Section 175.82 feet; thence N 87°46'39" E 356.44 feet to the Point of Beginning; thence N 88°33'38" E 85.34 feet; thence S 87°26'10" E 234.04 feet; thence N 89°04'11" E 234.60 feet; thence S 31°03'54" E 202.72 feet; thence S 09°53'02" E 63.85 feet; thence S 75°33'21" W 216.37 feet; thence N 74°18'50" W 472.06 feet; thence N 01°04'35" W 130.50 feet to the Point of Beginning, containing 3.02 acres, more or less.

**OWNER'S CERTIFICATE:**

TWO BUTTES, LLC, A COLORADO LIMITED LIABILITY COMPANY, REPRESENTED BY TONIA LOCK, MANAGER, IS THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY DIVIDE THE SAME AS SHOWN ON THIS MAP.

TWO BUTTES, LLC  
 TONIA LOCK (MANAGER)  
 (STATE OF COLORADO)  
 (COUNTY OF LOGAN)

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

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL

\_\_\_\_\_  
 (SEAL)

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

**DEDICATION:**

KNOWN ALL PERSONS BY THESE PRESENTS: THAT TWO BUTTES, LLC, A COLORADO LIMITED LIABILITY COMPANY, REPRESENTED BY TONIA LOCK, MANAGER, IS THE OWNER OF LAND INCLUDED WITHIN THE PLAT SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND WE HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH, THE PUBLIC ROADWAYS, AND PUBLIC UTILITY EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES:

IN WITNESS THIS DEDICATION IS EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TWO BUTTES, LLC  
 TONIA LOCK (MANAGER)

(STATE OF COLORADO)  
 (COUNTY OF LOGAN)

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

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL

\_\_\_\_\_  
 (SEAL)

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

**LEGAL DESCRIPTION FOR ACCESS EASEMENT:**

A 40 foot wide Access Easement located in the W 1/2 of the W 1/2 of Section 31, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado, the centerline being more particularly described as follows:

Commencing at the West 1/4 corner of Section 31, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado; thence N 02°13'21" W, on the West line of the NW 1/4 of said Section 174.34 feet, to the Point of Beginning; thence S 69°18'52" E 53.77 feet; thence S 52°24'04" E 84.27 feet; thence S 49°09'35" E 152.04 feet; thence S 51°22'21" E 135.07 feet; thence S 38°39'08" E 81.04 feet; thence S 68°25'35" E 63.77 feet; thence S 74°38'44" E 66.22 feet, to the Point of Termination, also being a point on the Northerly line of a 3.02 acre tract of land surveyed by Ryan E. Dickinson, R.L.S. 554, in June 2024, containing 0.59 acres, more or less. Sidelines to remain parallel to described centerline and are prolonged or shortened to coincide with grangers property lines.

**PLANNING COORDINATOR CERTIFICATE:**

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND APPEARS TO COMPLY WITH ALL REQUIREMENTS.

PLANNING COORDINATOR \_\_\_\_\_ DATE \_\_\_\_\_

**CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION CERTIFICATE:**

I HAVE REVIEWED THIS PLAT AND CONCUR WITH STAFF THAT THIS PLAT APPEARS TO BE IN CONFORMANCE WITH ALL THE REQUIREMENTS OF ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND SUBMIT THIS TO THE BOARD OF COUNTY COMMISSIONERS FOR FINAL APPROVAL.

CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONER'S CERTIFICATE:**

THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST:  
 COUNTY CLERK AND RECORDER

BY \_\_\_\_\_  
 DATE \_\_\_\_\_

**RECORDER'S CERTIFICATE:**

I, \_\_\_\_\_, CLERK AND RECORDER OF LOGAN COUNTY, HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, ACCEPTED ON BEHALF OF THE PUBLIC THE FOREGOING DESCRIBED PARCEL OF REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

\_\_\_\_\_  
 (SEAL)  
 CLERK AND RECORDER, LOGAN COUNTY, COLORADO

**EASEMENT NOTES:**

EASEMENTS AND EXCEPTIONS FOUND BY STEWART TITLE GUARANTY COMPANY, INC, AS LISTED IN ALTA SCHEDULE B, FILE NO. 1441622:

13. Right-of-Way Easement granted to Highland Park Sanitation District, as more fully set forth in the document recorded February 25, 1966 in Book 603, Page 434, Reception No. 467456.

14. Right-of-Way Easement granted to the Mountain States Telephone and Telegraph Company, as more fully set forth in the document recorded October 12, 1976 in Book 704, Page 725, Reception No. 515312; and any and all assignments thereof or interests therein.

15. Unrecorded Findings and Ruling of the Referee and Decree of the Water Court in and for Water Division I, State of Colorado, Case No. W-5736, in the matter of the application for water rights of Allen R. Mitchell, dated November 9, 1977, and confirmed and approved November 30, 1977.

16. Any discrepancy in the historical description of the railroad right of way and the description as conveyed by Burlington Northern Railroad Company in Quitclaim Deed recorded September 3, 1996 in Book 905, Page 680, Reception No. 620073.



VICINITY MAP  
 (NOT TO SCALE)



**Dickinson Land Surveyors, Inc.**  
 Nebraska and Colorado Certified  
 302 Diamond Springs Trail, Ogallala, Nebraska 69153  
 Office: 308-284-8440 www.dickinsonlandsurveyors.com

CLIENT: TWO BUTTES, LLC  
 DATE OF SURVEY: 27 JUNE 2024  
 PAGE 1 OF 1 PROJECT #: H24-035



**SURVEYOR'S STATEMENT**

I, Ryan E. Dickinson, a registered professional land surveyor in the state of Colorado, do hereby state that the survey represented by this plat was made under my supervision, and the monuments shown thereon actually exist, and this plat accurately represents said survey to the best of my knowledge and belief.

by Ryan E. Dickinson  
 Colorado Professional Surveyor  
 Registration No. 36571

**RESOLUTION  
NO. 2024-25  
Conditional Use Permit**

**A RESOLUTION GRANTING THE ESTABLISHMENT OF A CONDITIONAL USE PERMIT (CUP) TO TRAILBLAZER CO2 PIPELINE, LLC FOR THE CONSTRUCTION AND INSTALLATION OF A NEW MAIN LINE VALVE ON EXISTING PIPELINE LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.**

**WHEREAS**, Trailblazer CO2 Pipeline, LLC has applied for a Conditional Use Permit (CUP) to construct and install a new main line valve on a 50'x50' site located on their existing pipeline within Logan County, Colorado; and

**WHEREAS**, the specific placement for the proposed pipeline mainline valve is detailed on the pipeline overview map, attached hereto as Exhibit A and fully incorporated herein; and

**WHEREAS**, the location for the proposed mainline valve is currently zoned Agriculture; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of this application for the requested Conditional Use Permit (CUP) at its regular meeting on September 17, 2024; and

**WHEREAS**, the applicant is requesting approval of the Conditional Use Permit (CUP) to construct and install a new main line valve on the existing pipeline within Logan County, commencing on the date of the approval of the requested Conditional Use Permit.

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

**I. APPROVAL**

The application of Trailblazer CO2 Pipeline, LLC, for a Conditional Use Permit (CUP) to construct and install a new main line valve on the existing pipeline within Logan County as specified on Exhibit A, is GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT**

The use is compatible with existing land uses in the area, which are zoned Agriculture zone district.

**III. CONDITIONS**

1. The permit will require construction within the identified site approved herein, as illustrated in Exhibit A submitted by the applicant, and will be conditioned upon any required easements or other rights to cross land for installation of the main line valve at that location being obtained.
2. The applicant will adhere to the requirements of any US Department of Transportation or other applicable federal, state or local regulations.
3. The permit term shall be for ninety-nine (99) years on the site identified and approved herein. The applicant shall be responsible for seeking and obtaining separate approval of any deviations from the specified site.
4. A construction value audit will be performed within 120 days of completion of construction. When construction is completed the applicant will provide all construction costs to the Logan County Planning and Zoning Department.

**BE IT THEREFORE RESOLVED**, that Conditional Use Permit, #258, is granted to construct and install a new main line valve on the existing pipeline within Logan County subject to the conditions set forth above and subject to application for renewal for continued permitted use after October 1, 2123. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to ensure compliance with the conditions of this permit. The applicant is responsible for complying with all of the foregoing conditions and all other Logan County zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 1<sup>st</sup> day of October, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Mike Brownell, Chairman

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

\_\_\_\_\_  
(Aye)(Nay)  
Jerry A. Sonnenberg, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, hereby certify that the foregoing Resolution was duly adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 1st day of October, 2024.

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



# LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION

AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION

**Applicant:** Trailblazer CO2 Pipeline, LLC, a Delaware limited liability company

Name: [REDACTED] Phone: 303-763-2981

Address: 370 Van Gordon Street, Lakewood CO 80228

Email: paul.larue@tallgrass.com

**Landowner:**

Name: Mark C. Johnson Phone: 970-520-2605

Address: 46651 CR 70, Crook CO 80726

**Description of Property:**

Legal: 1/4 Section SW4 Section 23 Township 12N Range 48W

Address: \_\_\_\_\_ Access off CR or Hwy: CR 93

New Address Needed: Y or N Subdivision Name: \_\_\_\_\_

Filing \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_ Lot Size \_\_\_\_\_

**Current Zoning:** A-Agriculture **Current Land Use:** Agriculture

**Proposed Conditional Use:**  
Construct and install a new main line valve, 50' X 50', on Trailblazer's existing pipeline.

**Terms of Conditional Use:**  
\_\_\_\_\_  
\_\_\_\_\_

**Building Plans:**  
\*See attached

I, (We), hereunto submit this application for a Conditional Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Conditional Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this 17th day of July 2024

Signature of Applicant: Sharon Bates

Signature of Landowner: Mark Johnson

**LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION**  
**COUNTY USE ONLY**

Application Fee: (\$100.00) Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Date of Planning Commission Meeting: \_\_\_\_\_

Recommendation of Planning Commission:  Approval  Denial

Recommended Conditions of the Conditional Use Permit:

---

---

---

---

---

---

  
\_\_\_\_\_  
Chairperson  
Logan County Planning Commission

**COUNTY COMMISSIONERS ACTION:**

Conditions of the Conditional Use Permit:

---

---

---

---

---

---

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

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

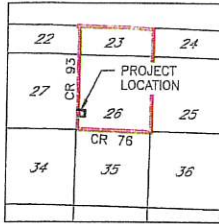
\_\_\_\_\_  
Mike Brownell (Aye) (Nay)

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

\_\_\_\_\_  
Jerry A. Sonnenberg (Aye) (Nay)

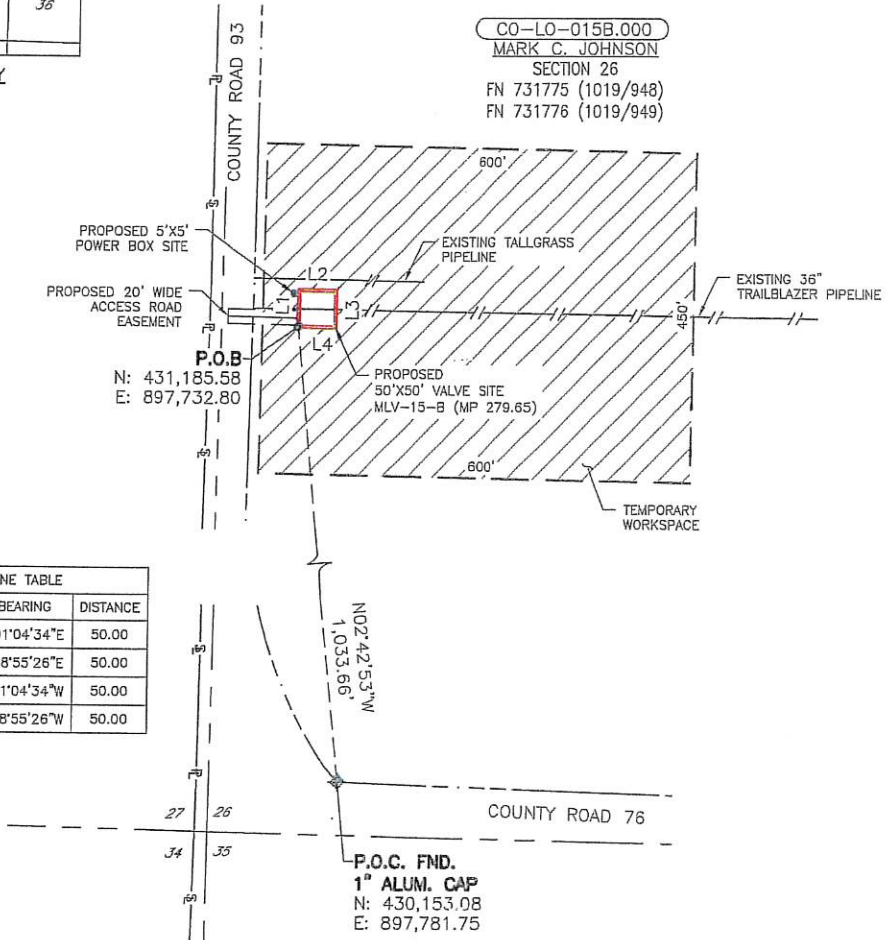
# EXHIBIT A

SECTION 26, TOWNSHIP 12 NORTH,  
RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN  
LOGAN COUNTY, STATE OF COLORADO



VICINITY  
N.T.S.

CO-LO-015B.000  
MARK C. JOHNSON  
SECTION 26  
FN 731775 (1019/948)  
FN 731776 (1019/949)



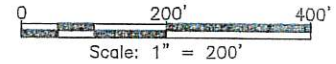
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N01°04'34\"E	50.00
L2	S88°55'26\"E	50.00
L3	S01°04'34\"W	50.00
L4	N88°55'26\"W	50.00

**SURVEYOR'S STATEMENT**

I, LUCIEN C. SCHAFFER, JR., A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION DURING THE MONTH OF FEBRUARY AND MARCH 2024, TO THE BEST OF MY KNOWLEDGE, AND INFORMATION. I ALSO STATE THAT THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AND IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, BUILDINGS, OR ANY OTHER FUTURE IMPROVEMENTS.



LUCIEN C. SCHAFFER, JR., P.L.S. 38703



- P.O.C = POINT OF COMMENCEMENT
- P.O.T = POINT OF TERMINUS
- P.O.B = POINT OF BEGINNING
- (GLO) = GENERAL LAND OFFICE RECORD
- (M) = MEASURED GROUND DISTANCE
- (R) = RECORD SURVEY DISTANCE
- ⊕ = FOUND MONUMENT AS NOTED

THE TOTAL AREA OF THE TEMPORARY WORKSPACE SHOWN HEREON IS 267,500 SQUARE FEET (6.14 ACRES).

THE TOTAL AREA OF THE 50-FOOT BY 50-FOOT VALVE SITE SHOWN HEREON IS 2,500 SQUARE FEET (0.0574 ACRES).

THE TOTAL LENGTH OF THE 20-FOOT WIDE ACCESS ROAD EASEMENT SHOWN HEREON IS 98.51 FEET (5.97 RODS).

THE TOTAL AREA OF THE 5-FOOT BY 5-FOOT POWER BOX SITE SHOWN HEREON IS 25 SQUARE FEET (0.0006 ACRES).

**NOTES:**

1. AUDUBON HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE.
3. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.
4. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

SEE ATTACHED DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

<b>TRAILBLAZER CO2 PIPELINE, LLC</b>			
<b>TRACT CO-LO-015B.000</b>			
<b>MARK C. JOHNSON EXHIBIT</b>			
SECTION 26, TOWNSHIP 12 NORTH, RANGE 48 WEST, 6TH P.M., LOGAN COUNTY, STATE OF COLORADO			
SCALE 1"=200'	DRAWN BY AFS 03/07/24	REVISION 0	SHEET 1 OF 2
		SITE 15B LOGAN COUNTY, COLORADO TRAILBLAZER PIPELINE	



**EXHIBIT A**

MARK C. JOHNSON  
SECTION 26, TOWNSHIP 12 NORTH,  
RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN  
LOGAN COUNTY, STATE OF COLORADO

PROPOSED 50' X 50' VALVE SITE DESCRIPTION

METES AND BOUNDS DESCRIPTION FOR A PROPOSED FIFTY FOOT BY FIFTY FOOT (50' X 50') 0.0574 ACRE VALVE SITE EXTENDING OVER, THROUGH, ALONG AND ACROSS A TRACT OF LAND CONVEYED TO MARK C. JOHNSON AS RECORDED IN FILE NUMBER 731775 (BOOK 1019, PG. 948) AND IN FILE NUMBER 731776 (BOOK 1019, PG. 949), LOGAN COUNTY CLERK'S OFFICE, LOGAN COUNTY, COLORADO, SAID 50' X 50' VALVE SITE BEING A PERMANENT SITE FOR THE PURPOSE OF ABOVE AND BELOW GROUND APPURTENANCES, SAID TRACT OF LAND BEING SECTION TWENTY SIX (26), TOWNSHIP TWELVE NORTH (T12N), RANGE FORTY EIGHT WEST (R48W) OF THE 6TH P.M., LOGAN COUNTY COLORADO. SAID 50' X 50' SITE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-INCH ALUMINUM CAP FOUND IN THE APPARENT NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 76;

THENCE, NORTH 02°42'53" WEST, A DISTANCE OF 1,033.86 FEET TO THE POINT OF BEGINNING, SAID "POINT OF BEGINNING HAVING COORDINATES N: 431,185.58", E: 897,732.80";

THENCE, NORTH 01°04'34" EAST, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE, SOUTH 88°55'26" EAST, A DISTANCE OF 50.00 FEET TO A POINT;

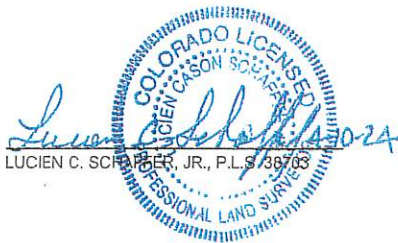
THENCE, SOUTH 01°04'34" WEST, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE, NORTH 88°55'26" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0574 ACRES.

TOGETHER WITH TEMPORARY WORKSPACE AS SHOWN AND CONTAINING 267,500 SQUARE FEET (6.14 ACRES).

TOGETHER WITH 20-FOOT WIDE ACCESS ROAD EASEMENT AS SHOWN AND CONTAINING 98.51 FEET (5.97 RODS).

TOGETHER WITH 5' X 5' POWER BOX SITE AS SHOWN AND CONTAINING 25 SQUARE FEET (0.0006 ACRES).

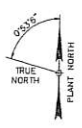


NOTES:

1. AUDUBON HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE.
3. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.
4. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.

TRAILBLAZER CO2 PIPELINE, LLC			
TRACT CO-LO-015B.000 MARK C. JOHNSON EXHIBIT SECTION 26, TOWNSHIP 12 NORTH, RANGE 48 WEST, 6TH P.M., LOGAN COUNTY, STATE OF COLORADO			
SCALE	N/A	DRAWN BY AFS 05/07/24	REVISION 0
audubon		TALLGRASS	SHEET
3000 W. Stem Houston Pkwy N. Houston, TX 77013 281.488.0900		LOGAN COUNTY, COLORADO TRAILBLAZER PIPELINE	2 OF 2



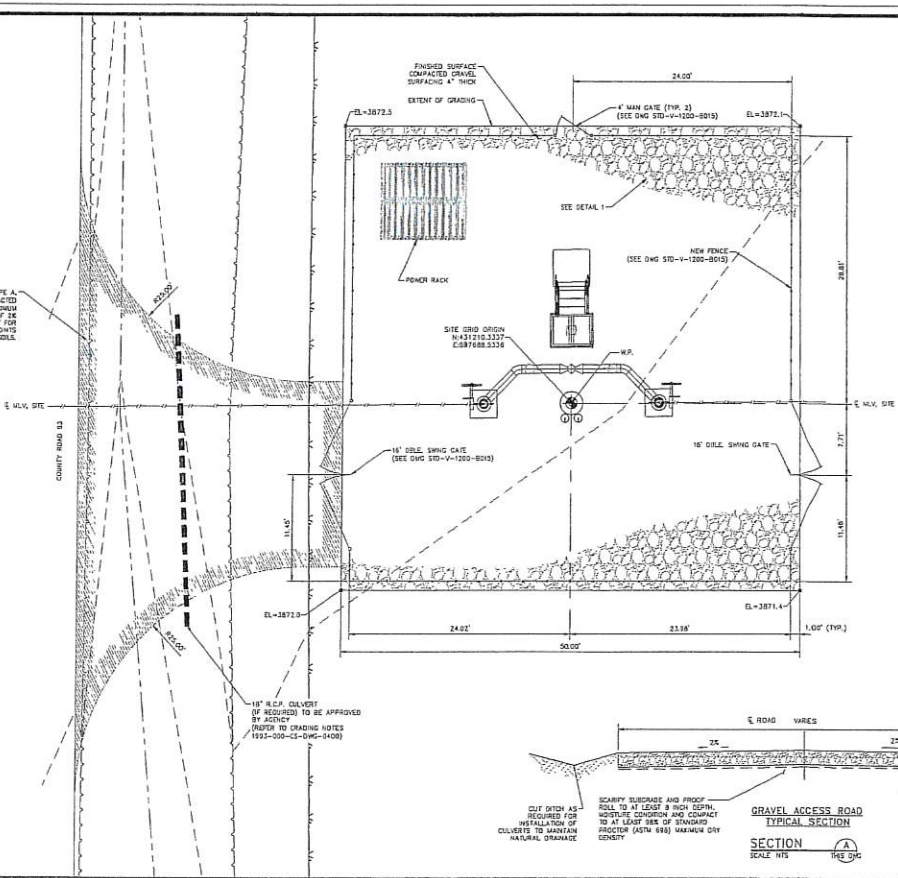
SCALE: 1" = 5'  
NAD83 NEBRASKA STATE PLANES, US FOOT

12" THICK CRUSHED LIMESTONE (DIVISION 302, MDD1 - TYPE A, GRADE 1) PLACED IN MAXIMUM 8" (8) HIGH LIFTS AND COMPACTED TO AT LEAST 98% OF STANDARD PROCTOR (ASTM 698) MAXIMUM DRY DENSITY AT MOISTURE CONTENT WITHIN RANGE OF 2% BELOW TO 2% ABOVE OPTIMUM MOISTURE CONTENT FOR COHESIONLESS SOIL AND AT OPTIMUM TO 3 PERCENTAGE POINTS ABOVE OPTIMUM FOR COHESIVE SOILS.

DO NOT COMPACT  
ADJUSTED FINISHED SURFACE (1" THICK)  
LIMESTONE FILTER FABRIC  
THICKNESS 3/16" - 1/8" OR APPROVED EQUAL  
COMPACTED NATIVE SOIL OR STRUCTURAL FILL MATERIAL, AS PER CIVIL, STRUCTURAL, GENERAL NOTES DWG. 171-000-100-001 CONSTRUCTION REQUIREMENTS

DETAIL  
SCALE: 1" = 1/8"

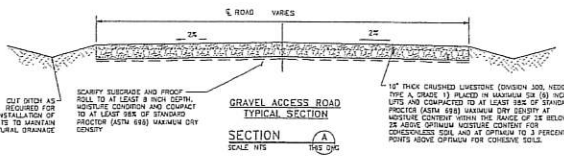
- CONSTRUCTION NOTES:**
1. CONTRACTOR SHALL VERIFY ALL APPROXIMATE PERMITS, STATE AND LOCAL REQUIREMENTS ARE MET TO PERFORM WORK.
  2. BEFORE INSTALLATION, OPERATOR SHALL VERIFY ALL DIMENSIONS AND ADJUST AS NECESSARY.
  3. ALL WORK IS TO BE CONFORMANT WITH NEBRASKA COUNTY RULES.
  4. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  5. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  6. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  7. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  8. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  9. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  10. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  11. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  12. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEBRASKA STATE AND FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.



**LEGEND**

- FINE GRAVEL (SITE)
- GRAVEL (ROAD)
- FENCE
- PROPERTY
- OVERHEAD POWERLINE
- 100' EXIST GRADE CONTOUR
- 100' PROP. GRADE CONTOUR
- 100.00' FINISHED GRADE ELEV.

- NOTES:**
1. FOR CIVIL AND STRUCTURAL GENERAL NOTES SEE DWG. 171-000-100-001.
  2. FOR TYPICAL 36" M.V. WITH BRIDGE SEE Piping Plan and SECTION DWG. 171-000-100-010.



NO.	DATE	BY	REVISIONS
1	10/20/21	JH	ISSUED FOR CONSTRUCTION

NO.	DATE	BY	REVISIONS

**GULF INTERSTATE ENGINEERING**  
HOUSTON, TEXAS

Gulf Interstate Engineering Company (GIEC) accepts no liability or responsibility whatsoever for any use of or reliance upon this document for any purpose other than that intended as set forth herein. It is the user's responsibility to verify the accuracy and completeness of the information provided herein. This document is the property of GIEC and its use or modification by any unauthorized third party is prohibited.

**TALLGRASS**  
Leading Energy Solutions

SCALE: 1" = 1/8"

**GAS TO CO2 PIPELINE CONVERSION PROJECT**  
SITE GRADING PLAN - 36" M.V. 15-B  
TRAILBLAZER CONVERSION

PROJECT NUMBER: 1993-801CS-DWG-6045  
DATE: 10/20/21  
JOB NUMBER: 711-0000-200-0125

**RESOLUTION  
NO. 2024-26  
Conditional Use Permit**

**A RESOLUTION GRANTING THE ESTABLISHMENT OF A CONDITIONAL USE PERMIT (CUP) TO TRAILBLAZER CO2 PIPELINE, LLC FOR THE CONSTRUCTION AND INSTALLATION OF A NEW MAIN LINE VALVE ON EXISTING PIPELINE LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 50 WEST OF THE 6TH PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.**

**WHEREAS**, Trailblazer CO2 Pipeline, LLC has applied for a Conditional Use Permit (CUP) to construct and install a new main line valve on a 50'x50' site located on their existing pipeline within Logan County, Colorado; and

**WHEREAS**, the specific placement for the proposed pipeline mainline valve is detailed on the pipeline overview map, attached hereto as Exhibit A and fully incorporated herein; and

**WHEREAS**, the location for the proposed mainline valve is currently zoned Agriculture; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of this application for the requested Conditional Use Permit (CUP) at its regular meeting on September 17, 2024; and

**WHEREAS**, the applicant is requesting approval of the Conditional Use Permit (CUP) to construct and install a new main line valve on the existing pipeline within Logan County, commencing on the date of the approval of the requested Conditional Use Permit.

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

**I. APPROVAL**

The application of Trailblazer CO2 Pipeline, LLC, for a Conditional Use Permit (CUP) to construct and install a new main line valve on the existing pipeline within Logan County as specified on Exhibit A, is GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT**

The use is compatible with existing land uses in the area, which are zoned Agriculture zone district.



**III. CONDITIONS**

1. The permit will require construction within the identified site approved herein, as illustrated in Exhibit A submitted by the applicant, and will be conditioned upon any required easements or other rights to cross land for installation of the main line valve at that location being obtained..
2. The applicant will adhere to the requirements of any US Department of Transportation or other applicable federal, state or local regulations.
3. The permit term shall be for ninety-nine (99) years on the site identified and approved herein. The applicant shall be responsible for seeking and obtaining separate approval of any deviations from the approved site.
4. A construction value audit will be performed within 120 days of completion of construction. When construction is completed the applicant will provide all construction costs to Logan County Planning and Zoning.

**BE IT THEREFORE RESOLVED**, that Conditional Use Permit, #259, is granted to construct and install a new main line valve on the existing pipeline within Logan County subject to the conditions set forth above and subject to application for renewal for continued permitted use after October 1, 2123. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to ensure compliance with the conditions of this permit. The applicant is responsible for complying with all of the foregoing conditions and all other Logan County zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 1<sup>st</sup> day of October, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Mike Brownell, Chairman

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

\_\_\_\_\_  
(Aye)(Nay)  
Jerry A. Sonnenberg, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, hereby certify that the foregoing Resolution was duly adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 1st day of October, 2024.

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

**LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION**

AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION

**Applicant:** Trailblazer CO2 Pipeline, LLC, a Delaware limited liability company

Name: \_\_\_\_\_ Phone: 303-763-2981

Address: 370 Van Gordon Street, Lakewood, CO 80228

Email: paul.larue@tallgrass.com

**Landowner:**

Name: Tallgrass Interstate Gas Transmission, LLC, a Colorado limited liability company (Tallgrass Interstate Gas Transmission) Phone: 303-763-2981

Address: 370 Van Gordon Street, Lakewood, CO 80228

**Description of Property:**

Legal: 1/4 Section NW Section 29 Township 12N Range 50W

Address: \_\_\_\_\_ Access off CR or Hwy: CR 63

New Address Needed: Y or N Subdivision Name: \_\_\_\_\_

Filing \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_ Lot Size \_\_\_\_\_

**Current Zoning:** A-Agriculture **Current Land Use:** Agriculture

**Proposed Conditional Use:**

Construct and install a new main line valve, 50' x 50' on Trailblazer's existing pipeline

**Terms of Conditional Use:**

**Building Plans:**

See attached

I, (We), hereunto submit this application for a Conditional Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Conditional Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this 17th day of July 2024

Signature of Applicant: Shawn Bates Vice President - Land and Right-of-Way

Signature of Landowner: [Signature] Executive Vice President & Chief Operating Officer

**LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION**  
**COUNTY USE ONLY**

Application Fee: (\$100.00) Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Date of Planning Commission Meeting: \_\_\_\_\_

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

Recommended Conditions of the Conditional Use Permit:

---

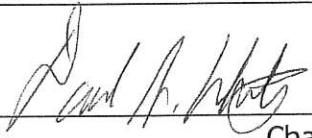
---

---

---

---

---

  
\_\_\_\_\_  
Chairperson  
Logan County Planning Commission

**COUNTY COMMISSIONERS ACTION:**

Conditions of the Conditional Use Permit:

---

---

---

---

---

---

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

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

\_\_\_\_\_  
Mike Brownell (Aye) (Nay)

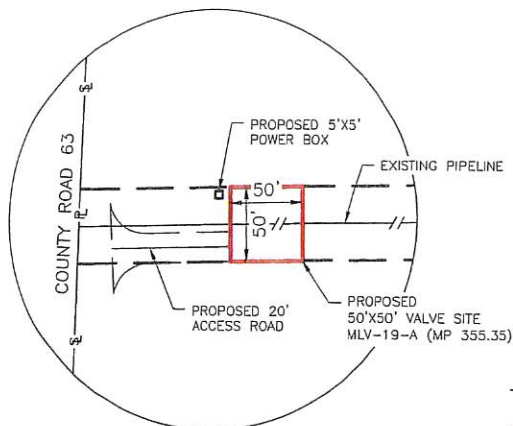
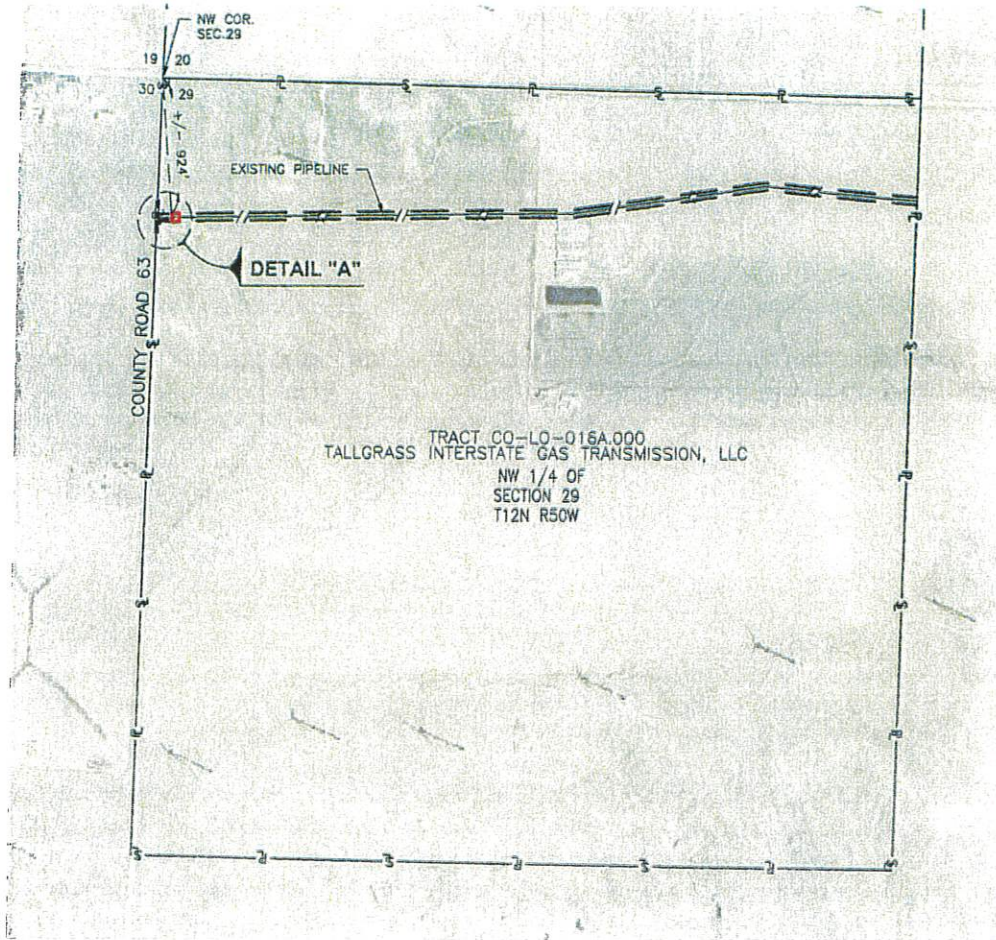
\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jerry A. Sonnenberg (Aye) (Nay)



# EXHIBIT A

NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 50 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY  
STATE OF COLORADO



DETAIL "A"  
1" = 100'



THE TOTAL AREA OF THE 50-FOOT BY 50-FOOT VALVE SITE SHOWN HEREON IS 2,500 SQUARE FEET (0.06 ACRES).

THE TOTAL LENGTH OF THE 20-FOOT ACCESS ROAD SHOWN HEREON IS 83.10 FEET (5.04 RODS)

THE TOTAL AREA OF THE 5-FOOT BY 5-FOOT POWER BOX SHOWN HEREON IS 25 SQUARE FEET.

- //--- EXISTING PIPELINE
- PROPOSED VALVE SITE
- PERMANENT EASEMENT
- ▨ TEMPORARY WORKSPACE
- ▩ ADDITIONAL TEMPORARY WORKSPACE

NOTES:

1. AUDUBON HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE.
3. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.
4. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

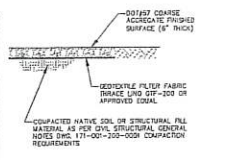
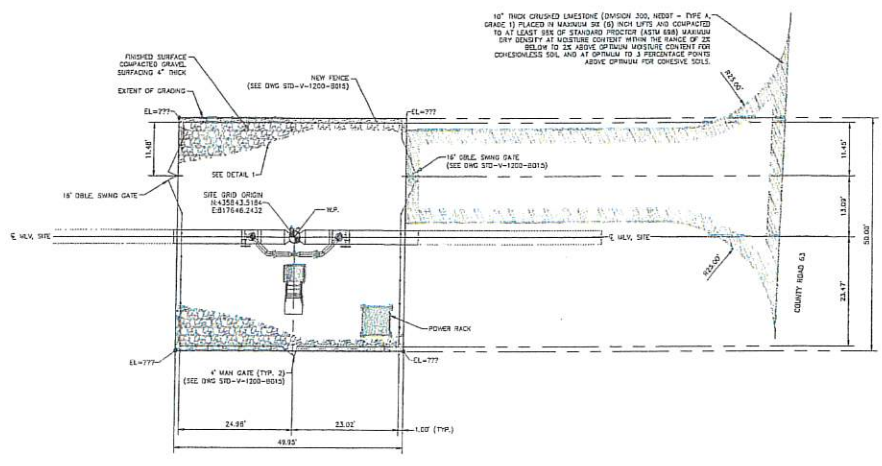
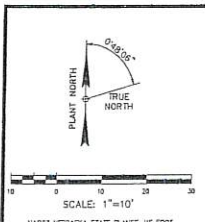
<b>TRAILBLAZER CO2 PIPELINE, LLC</b>			
TRACT CO-LO-016A.000 <b>TALLGRASS INTERSTATE GAS TRANSMISSION, LLC</b> NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 50 WEST, 6TH P.M., LOGAN COUNTY, COLORADO			
SCALE 1"=1000'	DRAWN BY JG 05/14/24	REVISION A	
		SITE 16A LOGAN COUNTY, COLORADO TRAILBLAZER PIPELINE	SHEET 1 OF 1
3535 W. Sam Houston Pkwy N., Houston, TX 77043 281.689.0590			

**LEGEND**

- FINE GRAVEL (SITE)
- GRAVEL (ROAD)
- FENCE
- PROPERTY
- OVERHEAD POWERLINE
- 100' EXIST. GRADE CONTOUR
- 100' PROP. GRADE CONTOUR
- FINISHED GRADE ELEV.

**NOTES:**

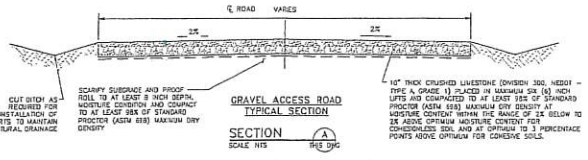
1. FOR CIVIL AND STRUCTURAL GENERAL NOTES SEE DWG. 117-001-100-0001.
2. FOR TYPICAL 36" W/11" RINGS, SEE PIPING PLAN AND SECTION DWG. 117-000-000-0100.



**DETAIL**  
SCALE: 1"=1'

**CONSTRUCTION NOTES:**

1. INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND PERMITS.
2. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
12. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
16. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
17. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
18. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
19. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.



**SECTION**  
SCALE: 1"=1'

		<b>TALLGRASS</b> Leading Energy Solutions		<b>GAS TO CO2 PIPELINE CONVERSION PROJECT</b> <b>SITEGRADING PLAN - 36" MLY-15-A</b> <b>TRAILBLAZER CONVERSION</b>			
ISSUED FOR DESIGN DATE: 11/11/2023 BY: [Signature]		ATE: 11/11/2023 DRAWING SIZE: D		PROJECT NUMBER: 1993-000-05-DWG-0051 717-9800-200-0130			
<b>REVISIONS</b>		<b>REFERENCE DRAWINGS</b>		<b>REVISIONS</b>			
NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION
0	11/11/2023	AW	ISSUED FOR CONSTRUCTION				

Project No. 1993-000-05-DWG-0051 Date: 11/11/2023 11:53 AM Location: E:\Projects\1993-000-05-DWG-0051\Drawings\1993-000-05-DWG-0051-0130.dwg



AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY  
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Logan, State of Colorado, hereinafter called "County", and Allen Clevenger 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):  
CR 70 16-11-49  
CR 68 21-11-49; and

WHEREAS, Applicant desires to install and construct a pipeline, which will be located (**Circle One**) along, bore under, or trench across CR 68 + CR 70, 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 consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- 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 pipeline, described above, in the right of way of CR 68 + CR 70, 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 April 1, 2025.
- 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.



Applicant hereby releases the County from any liability for damages caused by said 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:

**Land Owner #1**

Name Judith Hergert Printed

Signature [Signature] POA Chris Harms

**Land Owner #2**

Name Allen Clevenger Printed

Signature Allen Clevenger

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

Printed name \_\_\_\_\_

Signature \_\_\_\_\_

Address: 39013 Rd. 68

Application Fee Paid \_\_\_\_\_

Crook, Co. 80726

Date \_\_\_\_\_

Email: \_\_\_\_\_

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

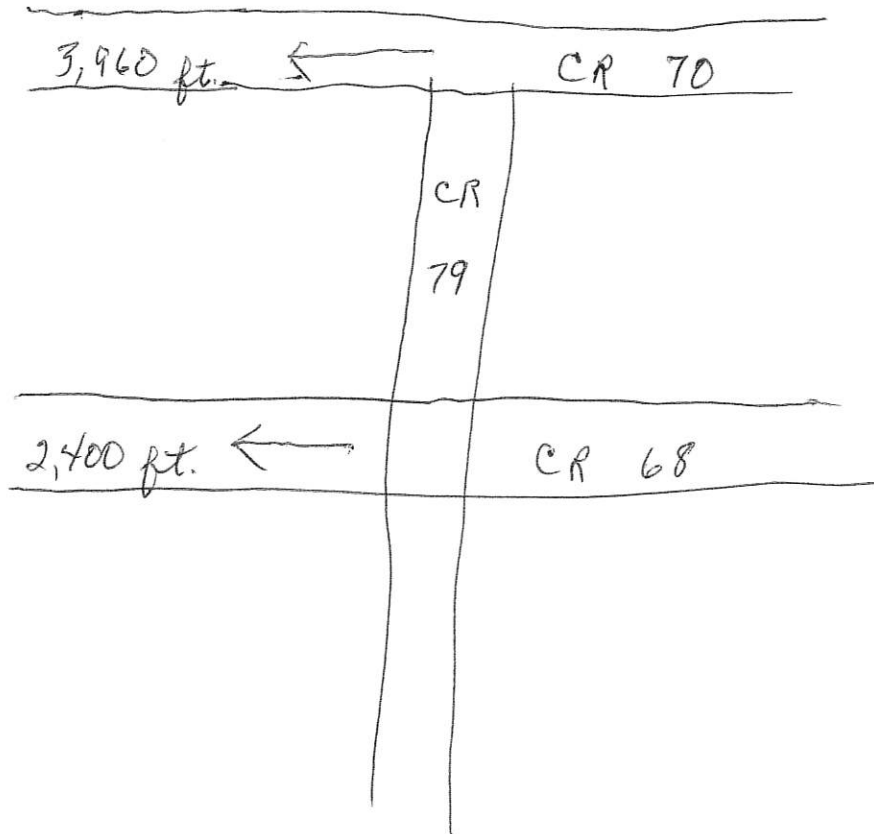
**THE BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO**

\_\_\_\_\_  
Mike Brownell (Aye) (Nay)

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

\_\_\_\_\_  
Jerry A. Sonnenberg (Aye) (Nay)

**Allen Clevenger  
Right of Way  
ROW2024-10 October 2024  
County Road 70 & 68, Crook**



We are replacing North Sterling Lateral 46 from an open ditch to under ground pipe line.