

OCT 15 2025



## FREMONT COUNTY MINOR SUBDIVISION APPLICATION

1. Project Name: The Slow River Ranch
2. Name: Lisa Brecheisen  
 Mailing Address: 14639 US HWY 50 PO Box 234  
 Telephone Number: 720-285-9190 Facsimile Number: \_\_\_\_\_  
 Email Address: Lbrech3@gmail.com
3. Name: Steve Brecheisen  
 Mailing Address: 14639 US HWY 50 PO Box 234  
 Telephone Number: 303-847-8109 Facsimile Number: \_\_\_\_\_  
 Email Address: 3brecheisen@msn.com
4. Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

*Coal Dale  
81222*

*Coal Dale  
Co 81222*

### Please read prior to completion of this application

The Minor Subdivision Application is a one (1) time exemption from the Sketch Plan, Preliminary Plan and Major Subdivision (*Final Plat*) procedures. The Minor Subdivision Application allows for the creation of two (2) or three (3) lots from a parent parcel. One (1) Minor Subdivision may be allowed for a lot, tract or parcel that has not been previously platted as a Minor or a Major Subdivision or any portion thereof. If the parent parcel has been previously platted or subdivided in whole or in part as a Minor Subdivision or a Major Subdivision, then all appropriate Sketch Plan, Preliminary Plan and Major Subdivision requirements shall be met rather than Minor Subdivision. In processing a Minor Subdivision all lot size and width requirements as per the Fremont County Zoning Resolution (FCZR), Zoning Maps and Appendix 1 and 2 of the Fremont County Subdivision Regulations (FCSR) regarding lot and street design shall be met.

Any application which is not complete or does not include all minimum submittal requirements will not be accepted by the Fremont County Department of Planning and Zoning (Department). Further, any application that is inadequately prepared, or is incomplete, may be subject to postponement (*until an adequate submittal is provided*) of placement on an agenda of the Fremont County Planning Commission (Commission).

The applicant shall provide **one (1) original document, four (4) copies, and an electronic copy (either CD or flash/thumb drive)** of the application and all of its attachments. After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter). The letter will state the submittal

deficiencies, Department comments and or questions about the application, which must be addressed by the applicant. In addition the letter will note the number of revised application packets that must be supplied to the Department in order to place the application on an agenda of the Commission.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 22 would be marked - Exhibit 22.1, the fifth attached document supporting the narrative provided for application item 22 would be marked - Exhibit 22.5*).

An application fee set by the Board of County Commissioners (Board) shall accompany this application.

An additional full application fee will be charged to the applicant, as per resolution approved by the Board, if all deficiencies, as per the initial D & C Letter, are not adequately addressed or provided. Each subsequent D & C Letter, based on resubmitted items, will result in another full application fee. All such fees shall be paid along with the deficiency submittal, prior to any further review of the application.

If the application is approved by the Board with contingencies and the contingencies cannot be met within the specified time frame (*normally 6 months*), an additional fee will be charged, as per resolution approved by the Board, to the applicant for each request for extension of the contingency deadline. All such fees shall be paid along with a written request, explaining the need for extension, prior to being placed on a Board meeting agenda for consideration of the request. Extensions must be requested prior to the expiration of the specified time frame.

The Department, The Commission and/or The Board may require additional information at any time during the application process as may be deemed necessary in order to review the application adequately, to determine if the application is in compliance with all applicable regulations and make an informed decision with regard to recommendations, approval or disapproval of the application.

For specific regulatory requirements the applicant should refer to the appropriate sections of the Fremont County Subdivision Regulations (FCSR) and the Fremont County Zoning Resolution (FCZR). In addition, consideration shall be given to the Fremont County Master Plan (FCMP), as the Department will consider it in the review of Minor Subdivision applications which could result in the need for additional information from the applicant.

**For further reference the Fremont County Zoning Resolution may be viewed on the Internet at**

**<http://www.fremontco.com/planningandzoning/zoningresolution.pdf>**

**and the Fremont County Subdivision Regulations may be viewed on the Internet at**  
**<http://www.fremontco.com/planningandzoning/forms/subdivisionregulations.pdf>**

5. Has the subject property been previously platted? ☐ Yes --- ☒ No If yes, please explain the circumstances. \_\_\_\_\_
6. The total number of properties involved in the subject property prior to this application for minor subdivision are 1 property
7. The total number of lots as a result of this minor subdivision are 2
8. What is the existing size of the subject property prior to this application?  
Acreage 19.50 acres Square Footage \_\_\_\_\_
9. What is the proposed size of each lot after platting?
- a. Acreage 7.0 acres Square Footage \_\_\_\_\_
- b. Acreage 12.5 acres Square Footage \_\_\_\_\_
- c. Acreage \_\_\_\_\_ Square Footage \_\_\_\_\_
10. What is the current Zone District for the subject property?  
The subject property is currently located in the R2 Zone District.
11. Is there a proposal to change the current zoning classification for any portion of the subject property? Yes ☐ --- No ☒ If yes, please state what change is proposed. \_\_\_\_\_
12. What is the current land use of the subject property?  
This current land use of the subject property is ☒ conforming ☐ non-conforming with the current zone district requirements. Please explain: \_\_\_\_\_
- If the current use is a non-conforming use and proposed to remain on the subject property, an application for "non-conforming use status" shall be filed with the Department and copy shall be attached to this application as Exhibit 12.1. ☐ An exhibit has been attached. *It should be noted that if this use is determined not to be a non-conforming use, said use shall be removed from the subject property.*
13. What is the proposed land use of the subject property? Residential  
This proposed land use of the subject property will be ☒ conforming ☐ non-conforming with the current or proposed zone district requirements. Please explain: \_\_\_\_\_
14. Does the subject property contain any existing structures that will remain on the property after subdivision? ☒ Yes --- ☐ No. If yes, the proposed lot(s) housing the existing structures must comply with the development requirements of the proposed zone district

regarding the structures; please provide all setback dimensions for each structure from the proposed lot lines and the percentage of the lot coverage for each lot which will continue to house an existing structure: Residential, house & barn

stay on the 7 acres as is.

15. Does each proposed lot have an adequate building site, taking into consideration setback and lot coverage requirements for the proposed zone district, building restriction lines, flood plains and other natural features, and existing and proposed easements? ☒ Yes --- ☐ No If no, how is the lot to be used? \_\_\_\_\_

16. Have all General, Lot, Access, Street Design, Engineering, Sewage Disposal, Easement and Open Space Standards and or Specifications of the FCSR Appendix 1 been met by this proposal? ☒ Yes --- ☐ No If no, please list each standard or specification and provide a regulation citing which will not be met and provide an explanation as to why it will not be met. \_\_\_\_\_

17. What is the name and or number of the public right-of-way(s) that will provide access to each proposed lot? US Hwy 50

18. Is the public right-of-way(s) proposed to provide access to the subject property a ☐ County, ☐ State or ☒ Federal right-of-way? Documentation evidencing a "right of access" shall be attached to this application for each proposed lot or for the subdivision as a whole, as may be appropriate, marked as Exhibit 18.1. ☐ An exhibit has been attached.

19. Will each proposed lot have adequate frontage on the public right-of-way? ☒ Yes --- ☐ No If no, please provide a copy of an executed deed for ingress and egress, which shall be attached to this application and shall be marked as Exhibit 19.1. ☐ An exhibit has been attached.

20. A copy of the most current deed of record of the subject property must be attached to this application, marked as Exhibit 20.1 (☒ An exhibit has been attached.) and can be found recorded in the Fremont County Clerk and Recorder's Office as follows:

In Book \_\_\_\_\_ at Page \_\_\_\_\_ and under Reception Number \_\_\_\_\_

21. A title insurance commitment or policy with an effective date within thirty (30) days of the application submittal date, for each property involved in this application shall be attached to this application, marked as Exhibit 21.1. ☒ An exhibit has been attached. (an updated title insurance commitment or policy shall be provided prior to recording of the subdivision plat for any application that was granted an extension of approval or as applicable by regulation, this could result in further requirement of the applicant, by the Department, prior to recording of the plat):

Document Number \_\_\_\_\_ Effective Date of Document \_\_\_\_\_

22. As per the FCSR Section XIII., D., 1b., an executed Ratification, Consent and Release Form (*forms are provided by the Department for execution with the initial D & C Letter*) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a minor subdivision application prior to recording of the plat. Will any property involved in this application require a form to be executed and submitted? ☐ Yes -- ☒ No If answered yes please list and identify the documents that will require RCR forms.
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23. All easements of record on involved properties must be vacated prior to application submittal or shown on the proposed plat and labeled or noted as to use, recording information, location and size through appropriate survey information. Please answer the following questions and provide a brief description of each easement noted.

- a. Do the properties involved in this application have easements of record as per the submitted title commitment? ☒ Yes --- ☐ No If answered yes, please identify each easement along with recording information and describe which properties it affects and how they are affected.

Reception No. 880272

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- b. Do the properties involved in this application have easements not of record? ☐ Yes --- ☒ No If answered yes, please identify each easement along with identification of which properties are affected and how they are affected.
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- c. Are any easements proposed to be vacated by this application? ☐ Yes --- ☒ No If answered yes, please identify the easement and provide a statement as to why a vacation of the easement is necessary. Also provide a statement as to whether or not the easement currently contains improvements.
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- d. Are any easements proposed to be relocated by this application? ☐ Yes --- ☒ No If answered yes, please identify the easement and provide an explanation as to why relocation is necessary.
- 
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- e. Are any new easements proposed by this application? ☐ Yes --- ☒ No If answered yes, please identify the easement and provide a description of the easement.
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- f. Do any existing easements contain improvements? ☐ Yes --- ☒ No If answered yes, please identify the easement and describe the improvements.
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24. As per the FCSR Section XIII., D., 2., a tax certificate issued by the Fremont County Treasurer shall be provided indicating that all ad valorem taxes for the subject property for all years prior to the year in which the plat is to be recorded have been paid. Said Certificate shall be attached and marked as Exhibit 24.1. ☒ An exhibit has been attached.

Date of Tax Certificate \_\_\_\_\_

25. Does the subject property lie within an area that has been under mined as depicted by the Colorado Department of Natural Resources, Colorado Geological Survey "Mining and Surface Features Maps" or any known active or inactive under ground mine? ☐ Yes --- ☒ No Please explain: \_\_\_\_\_

26. Does the subject property contain any of the following natural features and how may they be affected (*explain*) by this proposal?

a. Bodies of water	<u>Arkansas River</u>	Effect	<u>N/A</u>
b. Natural water courses	<u>N/A well</u>	Effect	<u>N/A</u>
c. Dry gulches or drainage ways	<u>N/A</u>	Effect	<u>N/A</u>
d. Bluffs or cliffs	<u>N/A</u>	Effect	<u>N/A</u>
e. Fault lines or other geologic hazards	<u>N/A</u>	Effect	<u>N/A</u>
f. FEMA flood hazard area	<u>see attachment</u>	Effect	_____

27. In accordance with the FCSR Section XIII., D., 3., a copy of the proposed plat shall be provided that locates, by providing dimensions from property lines and size by dimension, all improvements (*i.e. roads, driveways, sewer and water lines, other utility lines, septic systems, wells, structures, buildings, irrigation ditches, drainage structures etc.*), natural physical features (*i.e. soil type boundaries, bluffs, cliffs, debris fans, water courses, live streams, dry gulches, drainages etc.*), and easements and rights-of-way described in the title commitment or policy or any of the same known to exist without being of record, which effect or traverse the property. More than one drawing may be used, if more understandable. ☒ A copy of the plat as required has been attached and marked as Exhibit 27.1.

If no such items exist then a written statement to that effect regarding each category shall be provided by the project surveyor. \_\_\_\_\_

Project Surveyor Signature \_\_\_\_\_ Date \_\_\_\_\_

28. Topographic and soils information, sufficient to show the usability of the proposed lots for the purpose intended, with the source of information identified, shall be attached to this application, marked as Exhibit 28.1. ☒ An exhibit has been attached. Identify the source of information and provide a general synopsis of the information: \_\_\_\_\_

29. As per the FCSR Section XIII., D., 8. a Drainage Plan Map and Report for the subject property after subdivision, prepared, signed and sealed by a Colorado Registered Professional Engineer shall be attached to this application, marked as Exhibit 29.1. ☐ An exhibit has been attached. Attached plat. N/A on drainage

30. What is the potable water source for each proposed lot? ☐ --- Public Water Supply;

Name of supplier Well

If the potable water source is a water company or district, then documentation evidencing that the supplier has committed to supply water for the appropriate number of lots and uses shall be attached to this application, marked as Exhibit 30.1. ☒ --- Private Well or Spring? If the potable water source is a private well or spring then documentation from the Colorado Division of Water Resources evidencing that the proposed subdivision will comply with the rules and regulations of the Division shall be attached to this application, marked as Exhibit 30.1. ☐ An exhibit has been attached. Fremont County's Division of Water Resources Information Form for Subdivision Exemption has been completed and attached to this application. ☐ An exhibit has been attached.

31. What is the sewage disposal source for each proposed lot? ☐ --- Public Sanitary Sewer System; Name of provider Septic

If the proposed source is a public sanitary sewer system, then documentation evidencing that the provider has committed to provide service for the appropriate number of lots and uses shall be attached to this application, marked as Exhibit 31.1. ☒ --- Onsite Wastewater Treatment Systems; If the proposed sources are onsite wastewater treatment systems for each lot then an Individual Wastewater Treatment System Report, as required by The FCSR Section XIII., D., 5b., shall be attached to this application, marked as Exhibit 31.1. ☐ An exhibit has been attached.

32. Does the subject property currently have irrigation rights? ☐ Yes --- ☒ No If yes, Name of Irrigation Company \_\_\_\_\_

Is the subject property encumbered by right of easement or right of use by any irrigation company? ☐ Yes --- ☒ No If yes, Name of Irrigation Company \_\_\_\_\_

As per the FCSR Section XIII., D., 10. If any property involved in a minor subdivision has irrigation rights, and is subject to easement or is physically traversed by an irrigation ditch, the irrigation company shall be sent notice of the proposed subdivision, by certified mail (*return receipt requested*) and a copy of said notice and mailing receipts shall be attached to this application, marked as Exhibit 32.1. ☐ An exhibit has been attached.

33. Does the subject property lie within a Fire Protection District? ☐ Yes --- ☒ No If yes, Name of District \_\_\_\_\_

As per the FCSR Section XIII., D., 9., attach an executed copy of the Fremont County Fire Protection Plan Form from the appropriate Fire Protection District marked as Exhibit 33.1. ☐ An exhibit has been attached.

34. Does the subject property lie within a recreation district? ☐ Yes --- ☒ No If yes, Name of District \_\_\_\_\_

Does the subject property lie within one (1) mile of a recreation district? ☐ Yes --- ☒ No If yes, Name of District \_\_\_\_\_

As per the FCSR Section XIII., D., 11., a copy of the Fremont County Recreation District Comment Form shall be sent (*certified mail, return receipt requested*) to the appropriate recreation district, when the subject property is located within a recreation district or is located within one (1) mile of a recreation district. Evidence of said notice and mailing receipt shall be attached to this application, marked as Exhibit 34.1. ☐ An exhibit has been attached.

35. Based on the real estate records of the county, which include the records of the County assessor, and "requests for notification" filed by a mineral estate owner in the records of the County Clerk and Recorder, have the mineral interests of the subject property been severed? ☐ Yes --- ☒ No If yes, name of mineral interest owner \_\_\_\_\_

As per the FCSR Section XIII., D., 13., a notice of the proposed subdivision shall be sent (*certified mail return receipt requested*) to the severed mineral interest owner(s) not less than thirty (30) days before the date of the Commission meeting at which the application is anticipated to be heard. See Subdivision – Mineral Interest Owner Notification Form. Evidence of said notice and mail receipt shall be attached to this application, marked as Exhibit 35.1. ☐ An exhibit has been attached.

36. Do any persons or entities have any right of easement on or across the subject property? ☐ Yes --- ☒ No If yes, Name of Person(s) or Entity \_\_\_\_\_

As per the FCSR Section XIII., D., 14., a notice of the proposed subdivision shall be sent (*certified mail return receipt requested*) to the easement beneficiary. Evidence of said notice and receipt shall be attached to this application, marked as Exhibit 36.1. ☐ An exhibit has been attached.

37. In accordance with the FCSR Section XIII., D., 14., proof (*certified mail with return receipt*) that all applicable utility companies (*companies that service the property currently or that will be required to service the property after subdivision*) were notified of this application. The notification shall include a copy of the Department form letter and a copy of the proposed plat provided by the applicant. Evidence of said notice and mailing receipts to all of the following, as applicable, shall be attached to this application and shall be marked as Exhibit 37.1. ☐ An exhibit has been attached.

Water source well Mail date \_\_\_\_\_ Received date \_\_\_\_\_

Sanitation source Septic (OWTS) Mail date \_\_\_\_\_ Received date \_\_\_\_\_

Electrical source SDCE Mail date \_\_\_\_\_ Received date \_\_\_\_\_

Natural Gas source N/A Mail date \_\_\_\_\_ Received date \_\_\_\_\_

Telephone source Cellular Mail date \_\_\_\_\_ Received date \_\_\_\_\_

Cable Television source Starlink Mail date \_\_\_\_\_ Received date \_\_\_\_\_

Other required notice \_\_\_\_\_ Mail date \_\_\_\_\_ Received date \_\_\_\_\_

38. Have at a minimum, six (6) copies of a plat drawing (24 x 36 inches) and six (6) reduced copies, (8½ x 11 inches or 11 x 17 inches) , professionally drawn, as stipulated by the Fremont County Subdivision Regulations, Section XIII., A. and B., been submitted with this application? ☒ Yes --- ☐ No If all such requirements are not proposed to be met then, a

list of requested waivers, specifically citing the regulations for which waivers are being requested and justification for each requested waiver shall be attached hereto and marked as Exhibit 38.1. ☐ An exhibit has been attached. At a minimum, the following (*the Department, Commission or Board can require additional information*) shall be provided:

- a. Drawing scale, unless a different scale is approved by the Department prior to submittal, shall not be less than one (1) inch to one hundred (100) feet.
- b. Multiple sheets shall contain a key map showing the relationship of the individual sheets to each other. (*More than one sheet may be used if it is easier to express the required information, provided they are adequately labeled for identification*).
- c. Appropriate title-proposed subdivision name. *No subdivision, street or road in the County shall bear the same name or substantially similar name as another subdivision, street or road unless adjoining and using consecutive filing numbers or if the street or road is a continuation of an existing street or road or cul-de-sac street accessed from the primary roadway, (i.e. Court, Place, etc.). The Department shall have the authority to require applicant to change the proposed name if such name is substantially similar to the name of an existing subdivision, street or road in the County.*
- d. The sub-title of the Plat shall read: A portion of the (*aliquot description*) Section, Township, Range, Fremont County, Colorado or A Vacation and Re-plat of (*Lot(s), Block(s) of [Name of Subdivision]*), Fremont County, Colorado, as appropriate, dependent on whether or not the property being subdivided is un-platted or platted property.
- e. A note table with each note being individually labeled.
- f. A legend table with each symbol and line pattern being identified.
- g. The total acreage and the total number of lots contained within the subdivision being platted.
- h. The acreage and/or square footage for each proposed lot.
- i. The proposed lot and block layout, including lot and block numbers which shall be consecutively numbered.
- j. Name and address of the person, firm or organization preparing the drawing.
- k. The date of preparation of the plat and all revision dates to the submitted plat.
- l. A north arrow.
- m. A written and graphic scale.
- n. A vicinity map locating the proposed subdivision in relation to the surrounding area, streets and major natural features (*such as rivers, mountain peaks, and cliffs, etcetera*).
- o. All appropriate survey information on the plat shall show lengths to hundredths of a foot, and angles and bearings shall be shown to seconds of a degree.
- p. A survey tie from the proposed subdivision boundary to an aliquot survey monument.

- q. A statement identifying the basis of bearing for the proposed subdivision survey.
- r. The length and bearings for the exterior boundary lines of the proposed subdivision. For bearings and lengths for interior lot lines where the bearings and lengths are the same as the exterior lot lines, labeling is not required.
- s. All bearings and dimensions for irregularly shaped lots shall be provided for each lot.
- t. For proposed curved boundaries and all curves on the plat, sufficient data shall be given to enable the re-establishment of the curves on the ground. This curve data shall be shown in a table and shall include the following:
  - 1. Radius of curve.
  - 2. Central angle.
  - 3. Tangent.
  - 4. Arc length.
  - 5. Notation of non-tangent curves.
- u. Any non-radial lot lines or boundary lines shall be labeled.
- v. All survey monuments set and found, in preparation of the plat, shall be indicated on the plat as to location and type of monument, in a legend table.
- w. Any "Reference Monument" and or "Witness Corner" shall be appropriately labeled on the plat.
- x. At a minimum, the name, centerline bearing, distance and curve information along with width information shall be provided for all proposed and existing roadway rights-of-way that traverse or adjoin the subject property.
- y. The acreage and lineal footage proposed to be devoted to roadways.
- z. The location, width, length and identification label for all other public ways, easements and rights-of-way that traverse or adjoin the subject property.
- aa. All proposed easements shall be designated as to use, bearings and dimensions, or indicated by appropriate statements.
- bb. All legally described easements in the title insurance commitment or policy shall be located or if not applicable, a written statement to that effect.
- cc. Excepted parcels shown on the plat shall be marked "Not included in this subdivision" or "Not included in this plat" as appropriate.
- dd. All existing easements shall be shown on the plat, labeled or noted as to use, size and location. In addition, all survey information and any recording information shall be provided. Any existing easement or right-of-way to be vacated, which is within the County's authority or ownership may be vacated by a note on the plat. Any existing easement not within the county's authority or ownership, shall be vacated or released by the appropriate authority or owner(s), and documentation shall be provided noting such.
- ee. The 100 year floodplain line shall be shown as per the FEMA FIRM map.

- ff. The Plat shall show building setback lines for all stem or flag lots or irregularly shaped lots that do not have the minimum lot width, as required by the Zone District of the property at the property frontage. Said building setback line shall be shown by a thin dashed line and shall be labeled as such. In addition, dimensions shall be provided along the side lot lines, which are adequate to locate the building setback lines.
- gg. Sites to be reserved or dedicated for open space, parks, playgrounds, schools or other public uses, other than easements shall be shown as outlots and shall be labeled with a statement as to the designated use.
- hh. Has all required Subdivision Plat Language (FCSR Section XIII., B., 34.) been provided?  
☒ Yes --- ☐ No
39. Is this application for a condominium or townhouse plat? ☐ Yes --- ☒ No If yes, then the condominium or townhouse application addendum, in accordance with the FCSR Section XIII., C., shall be attached hereto and marked as Exhibit 39.1. ☐ An exhibit has been attached.
40. Any waiver(s) that is requested from the FCSR regarding this application shall be stated in written form, with the citing of the regulation for which the waiver is being requested along with an explanation as to why the waiver is necessary and attached to this application, marked as Exhibit 40.1. ☒ An exhibit has been attached.
41. Are there any existing deed restrictions on the property which might affect the subdivision of the subject property? ☐ Yes --- ☒ No If yes, provide copies of such documents marked as Exhibit 41.1. ☐ An exhibit has been attached.
42. Are there any proposed deed restrictions on the subject property that would be implemented as a portion of the County approval of the Minor Subdivision Application? ☐ Yes --- ☒ No If yes, provide copies of such documents marked as Exhibit 42.1. ☐ An exhibit has been attached.
43. Are there any proposed improvements regarding such items as streets, public water and sewer systems, stormwater drainage facilities and the like? ☐ Yes --- ☒ No Please explain. \_\_\_\_\_
- 
- If yes, then the FCSR Sections X. (Utilities & Improvements – General Requirements) and XI. (Guarantee of Public Improvements) would apply to this application.
44. **PLEASE NOTE:** The following items (*but not limited to these items*), if not provided at the time of application, may be required to be provided to the Department after approval by the Board as contingency of approval items, if so required the items shall be provided prior to recording of the plat:
- Information adequate to enable the Department to compute addresses for the lots being platted. ☐ Provided (marked as Exhibit 44.a.1) --- ☒ Requested contingency item
  - Closure sheets for each lot and the subdivision boundary. ☐ Provided (marked as Exhibit 44.b.1) --- ☒ Requested contingency item

c. An approved County or Colorado Department of Transportation Access Permit(s) as may be appropriate. ☐ Provided (marked as Exhibit 44.c.1) --- ☒ Requested contingency item

d. A detailed utility plan showing the proposed location of all utility and irrigation improvement locations, horizontal and vertical, as proposed by the developer, for all subdivisions where a new road, street or rights-of-way is proposed. The plan shall include the signatures of all utility providers, indicating their approval of such plan. ☐ Provided (marked as Exhibit 44.d.1) --- ☐ Requested contingency item

N/A utilities installed already

e. An executed quit-claim deed with a deed restriction addressing the maintenance of any drainage facilities, drainage easements, rights-of-way etc., may be required, if applicable. Such deed is to be recorded at the time of recording of the plat, with all recording fees being at the expense of the applicant. ☐ Provided (marked as Exhibit 44.e.1) --- ☐ Requested contingency item

N/A No mortgage on house or land

f. Properly executed Ratification, Consent and Release Forms will be required for any outstanding mortgages, deeds of trust, liens, judgments or the like. ☐ Provided (marked as Exhibit 44.f.1) --- ☐ Requested contingency item

N/A land & house pt in full

45. A submittal fee of \$ 1800.00 is attached to this application (Check # 890 ☐ cash).

By signing this Application, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

<u>Lisa M. Brecheisen</u>	<u>[Signature]</u>	<u>10-15-2025</u>
Applicant Printed Name	Signature	Date
<u>Steve Brecheisen</u>	<u>[Signature]</u>	<u>10-15-25</u>
Owner Printed Name	Signature	Date



## FREMONT COUNTY'S COLORADO DIVISION OF WATER RESOURCES INFORMATION FORM FOR SUBDIVISION EXEMPTION

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR Information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 8 would be marked - Exhibit CDWR-8.1, the fifth attached document supporting the narrative provided for application item 8 would be marked - Exhibit CDWR-8.5*). Exhibit numbers should be placed in the lower right hand area of the exhibit.

1. Name of proposed project: The Slow River Ranch
2. Provide a plat map of the proposed parcels with an identified location that includes a quarter-quarter, section, township, range and principle meridian (PLSS), marked as Exhibit CDWR-2.1.  
☒ An exhibit has been attached.
3. Total number of parcels to be created: 2
4. Are any of the proposed parcels intended to be used for drinking and sanitary facilities inside an individual commercial business? ☒ Yes --- ☐ No
5. Proposed Parcel One:

- a. Lot name / number: A Tract of land located in the Southeast one quarter of section 29 Township 48 north, Range 11 East
- b. Size of parcel: 12.5 ± 7 acres of the New Mexico Principal Meridian County of Fremont, State of Colorado
- c. Proposed uses:  
☒ Residential Only  
☐ Commercial

☒ Commercial and Residential

d. Proposed number of residences: 1 or number of existing residences to remain on created parcel: 12.5 ± 7 acres

e. Proposed size of home lawn / garden: 43,560 square feet

f. Proposed non-commercial livestock watering: ☒ Yes --- ☐ No

g. Source of water uses listed above:

☐ Municipality: Name of Entity: \_\_\_\_\_

☒ Existing permitted well, Permit Number: Contingency

☐ Unregistered Well: ☐ Yes --- ☐ No

☐ Proposed well to be constructed: ☐ Yes --- ☐ No

☐ Surface Spring, Court Adjudication Number and Spring Name: \_\_\_\_\_

☐ Other: \_\_\_\_\_

h. Waste Water Method:

☐ Municipal: Name of Entity: \_\_\_\_\_

☒ Septic with Leach Field - contingency

☐ Closed Vault, Waste Water hauled to: \_\_\_\_\_

6. Proposed Parcel Two:

a. Lot name / number: A Tract of land located in the Southeast one quarter of section 29 Township 48 North, Range 11 East of the New Mexico Principal Meridian County of Fremont State of Colorado.

b. Size of parcel: 7 acre

c. Proposed uses:

☒ Residential Only

☐ Commercial

☐ Commercial and Residential

d. Proposed number of residences: 1 or number of existing residences to remain on created parcel: 7 acre

e. Proposed size of home lawn / garden: N/A square feet

f. Proposed non-commercial livestock watering: ☒ Yes --- ☐ No

g. Source of water uses listed above:

☐ Municipality: Name of Entity: \_\_\_\_\_

☒ Existing permitted well, Permit Number: 269510

☐ Unregistered Well: ☐ Yes --- ☐ No

☐ Proposed well to be constructed: ☐ Yes --- ☐ No

☐ Surface Spring, Court Adjudication Number and Spring Name: \_\_\_\_\_

☐ Other: \_\_\_\_\_

h. Waste Water Method:

☐ Municipal: Name of Entity: \_\_\_\_\_

☒ Septic with Leach Field

☐ Closed Vault, Waste Water hauled to: \_\_\_\_\_

7. Proposed Parcel Three:

a. Lot name / number: \_\_\_\_\_

b. Size of parcel: \_\_\_\_\_

c. Proposed uses:

☐ Residential Only

☐ Commercial

☐ Commercial and Residential

d. Proposed number of residences: \_\_\_\_\_ or number of existing residences to remain on created parcel: \_\_\_\_\_

e. Proposed size of home lawn / garden: \_\_\_\_\_ square feet

f. Proposed non-commercial livestock watering: ☐ Yes --- ☐ No

g. Source of water uses listed above:

☐ Municipality: Name of Entity: \_\_\_\_\_

☐ Existing permitted well, Permit Number: \_\_\_\_\_

☐ Unregistered Well: ☐ Yes --- ☐ No

☐ Proposed well to be constructed: ☐ Yes --- ☒ No

☐ Surface Spring, Court Adjudication Number and Spring Name: \_\_\_\_\_

☐ Other: \_\_\_\_\_

h. Waste Water Method:

☐ Municipal: Name of Entity: \_\_\_\_\_

☐ Septic with Leach Field

☐ Closed Vault, Waste Water hauled to: \_\_\_\_\_

8. If commercial use is requested for any of the parcels utilizing wells, the appropriate Commercial Drinking and Sanitary Well Worksheet, as selected, must also be completed and submitted with this form. For parcels outside of the Designated Basins of Colorado, use Form Number GWS-57 Commercial Drinking and Sanitary Well Worksheet. For Parcels

located in the Designated Basins of Colorado, use Form Number GWS-61 Commercial Small Capacity Well Water Use Breakdown Worksheet.

**By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.**

**Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and void.**

**Signing this form is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this form, provided that the same is in conformance with the Fremont County Zoning Resolution.**

<u>Lisa Brecheisen</u>	<u></u>	<u>10-16-2025</u>
Applicant Printed Name	Signature	Date

<u>Steve Brecheisen</u>	<u></u>	<u>10-16-2025</u>
Property Owner Printed Name (If different from applicant)	Signature	Date

# SUBDIVISION - MINERAL INTEREST OWNER NOTIFICATION FORM

To: PLA -  
Mineral Interest Owner  
From: Lisa Brecheisen  
Subject Property Owner  
Date: 10-16-2025  
Reference: The Slaw River Ranch  
Proposed Subdivision Name

It has been determined by research of the Fremont County Assessor's Records that you own a severed mineral interest of a property proposed for subdivision. As required by the Fremont County Subdivision Regulations (FCSR) you are entitled to notice of the proposed subdivision.

Type of application: ☒ **Minor Subdivision** – Said notice to be post marked a minimum of thirty (30) days prior to the Fremont County Planning Commission (Commission) meeting at which the application is anticipated to be heard, not to include the day of the meeting.

☐ **Sketch Plan** – Said notice to be post marked a minimum of thirty (30) days prior to the Commission meeting at which the application is anticipated to be heard, not to include the day of the meeting.

☐ **Preliminary Plan** – Said notice to be post marked a minimum of thirty (30) days prior to the Commission meeting at which the application is anticipated to be heard, not to include the day of the meeting.

☐ **Final Plat** – Said notice to be post marked a minimum of thirty (30) days prior to the Fremont County Board of County Commissioners (Board) meeting at which the application is anticipated to be heard, not to include the day of the meeting.

The subject property, as referenced above is located at 14639 US HWY 50 Coal Dale, CO  
General Location or Address (see Vicinity Map Exhibit A) 81222

The subject property is legally described as: Residential

☐ Check here if legal description is attached as Exhibit B.

The proposed subdivision will result in the creation of 2 lots with a density of 8 units per acre.

The proposed land use for the proposed lots is Residential.

This application is anticipated to be heard by the ☐ Commission on \_\_\_\_\_  
The public meeting starts at 3:00 PM.

This application is anticipated to be heard by the ☐ Board on \_\_\_\_\_  
The public meeting starts at 9:30 AM.

These meetings are held in Room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360 or by email at [planning@fremontco.com](mailto:planning@fremontco.com) to schedule an appointment to review the application. For further reference regarding the governing regulations:

the Fremont County Zoning Resolution may be viewed on the Internet at <http://www.fremontco.com/planningandzoning/zoningresolution.shtml> and the Fremont County Subdivision Regulations may be viewed on the Internet at <http://www.fremontco.com/planningandzoning/subdivisionregulations.shtml>

The Department, Commission and Board would welcome your comments regarding this application and will include written comment, on or accompanied by this form, in the hearing body's review packet if received by the Department with enough time to include prior to finalization of the review packets. Please complete the following information with any written comments.

Mineral Interest Owner's Name(s): N/A

Mailing Address: N/A Street Address City State Zip Code

Telephone # N/A Email: \_\_\_\_\_

Property Address: N/A Street Address City State Zip Code

Are you the current owner of the mineral interests of the reference property? ☐ Yes --- ☒ No

Are you currently leasing these mineral interests to another party? ☐ Yes --- ☒ No If yes, please pass this notification in a timely fashion to the lessee. Lessee: \_\_\_\_\_

Are there current or proposed mineral extraction plans for the subject property? ☐ Yes --- ☒ No Please explain. \_\_\_\_\_

As a severed mineral interest owner(s) of the subject property; I or We are ☒ --- FOR this subdivision; I or We are ☐ --- AGAINST this subdivision; for the following reasons: (or I or We are ☐ --- Neutral but have the following comments) [☐ other comments] \_\_\_\_\_

Failure to provide written comment prior to the meeting, written comment at the meeting or oral comment at the meeting at which the application is to be heard will result in the Department, Commission and Board assuming that you, as a mineral interest owner of the subject property, have no comments with regard to the proposed subdivision.

N/A  
Mineral Interest Owner Printed Name

  
Signature  
Steve Bucher

10-16-2025  
Date  
10-16-2025



## FREMONT COUNTY SUBDIVISION RECREATION PLAN AND DISTRICT COMMENT FORM

The Fremont County Subdivision Regulations require notification, of any recreation district when an application for Minor Subdivision or Preliminary Plan is made and any portion of the subject property is within a one (1) mile radius of a recreation district boundary. Evidence of notification is required at the time of submittal for said applications. In order to provide consistency, it shall be required to be submitted using this form.

The Fremont County Department of Planning and Zoning (Department), Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5*).

In addition, if any portion of the subject property is located within a Recreation District or within one (1) mile of a Recreation District Boundary, a map of the Recreation District Boundary in the area of the subject property shall be provided which locates the proposed subdivision marked at Exhibit A. Recreation District Boundaries shall be obtained from the appropriate district.

### APPLICANT INFORMATION

1. Proposed Subdivision Name: The Slow River Ranch
2. Type of Application: ☒ Minor Subdivision ☐ Preliminary Plan
3. The subject property is located at: 14639 US HWY 50 Coal Dale, CO 81222

Address and or General Location (*If general location only is used, it will be required that a legal description of the subject property be attached Marked as Exhibit 3.1*) ☐ An exhibit is attached.

4. Has the applicant designated any portion of the proposed subdivision for public recreational purposes?  
☐ Yes --- ☒ No If yes, please explain. \_\_\_\_\_
5. Has the applicant designated any portion of the proposed subdivision for recreational use of the residents of the proposed subdivision? ☐ Yes --- ☒ No If yes, please explain. \_\_\_\_\_
6. Has the applicant designated any portion of the proposed subdivision for public open space purposes?  
☐ Yes --- ☒ No If yes, please explain. \_\_\_\_\_

7. Has the applicant designated any portion of the proposed subdivision for open space for the sole benefit of the residents of the proposed subdivision? ☐ Yes --- ☒ No If yes, please explain. \_\_\_\_\_

8. Is any portion of the subject property within a recreation district? ☐ Yes --- ☒ No If yes, provide the name of the Recreation District: \_\_\_\_\_

9. Is any portion of the subject property within one (1) mile of a recreation district boundary?

☐ Yes --- ☒ No If yes, provide the name of the Recreation District? \_\_\_\_\_

If no, what is the name of the closest Recreation District to the subject property? \_\_\_\_\_

R Vallie Bridge Camp Ground

What is the distance from the closest Recreation District boundary to the any portion of the subject property? 3 miles

10. Is the applicant considering annexation of any portion of the subject property into a recreation district?

☐ Yes --- ☒ No Please explain: \_\_\_\_\_

Steve Brecheisen

Applicant / Owner Printed Name

Lisa Brecheisen

Signature

10-16-2025

Date

Steve Brecheisen

Steve Brecheisen

10-16-25

## RECREATION DISTRICT INFORMATION

Failure to provide written comment prior to the meeting, written comment at the meeting or oral comment at the meeting at which the application is to be heard will result in the Department, Commission and Board assuming that the Recreation District, has no comments with regard to the proposed subdivision.

1. The name of the Recreation District is: N/A
2. Name of contact person: N/A  
Title: N/A Telephone: N/A
3. Is any portion of the subject property located within the Recreation District? ☐ Yes --- ☒ No If no, is annexation of the subject property to the Recreation District logical and feasible? ☐ Yes --- ☒ No  
Please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. District recommendations concerning recreational needs for this proposed subdivision are as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A  
Signature of Authorized Recreation District Representative

N/A  
Date



## FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM

The Fremont County Subdivision Regulations and Fremont County Zoning Resolution require a fire protection plan be submitted with many different types of applications, at the time of application submittal. In order to provide consistency in the information received, it shall be required that these plans be submitted on this form.

The Fremont County Department of Planning and Zoning (Department), Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5*). Exhibit numbers should be placed in either the lower right hand area or the upper right hand area of the exhibit.

If the subject property is not in a fire protection district, only applicants' information and map are required. A copy of the Colorado State Forest Service Wildfire Hazard Area Map with the subject property clearly and accurately located, shall be attached and marked as Exhibit A.

### APPLICANT INFORMATION

1. Project Name The Slow River Ranch

2. Project Description Building of new residential.

3. Type of application:

- |  |   |
|--|---|
| <input type="checkbox"/> Zone Change #1                                      | <input type="checkbox"/> Special Review Use Permit    |
| <input type="checkbox"/> Zone Change #2 - Use Designation Plan               | <input type="checkbox"/> Conditional Use Permit       |
| <input type="checkbox"/> Zone Change #2 - Final Development Plan             | <input type="checkbox"/> Temporary Use Permit         |
| <input type="checkbox"/> Commercial Development Plan                         | <input type="checkbox"/> Change of Use of Property    |
| <input type="checkbox"/> Commercial Development Modification                 | <input type="checkbox"/> Subdivision Preliminary Plan |
| <input type="checkbox"/> Expansion of an existing Business or Industrial Use | <input checked="" type="checkbox"/> Minor Subdivision |

3. The subject property is located at:

14639 US HWY 50 Coalvale, CO 81222

Address and or General Location (If general location only is used, it will be required that a legal description of the subject property be attached Marked as Exhibit 3.1) ☐ An exhibit is attached.

4. Fire protection will be provided in what manner and with what resources?

well water resources

5. The source of water for fire protection is:

☐ --- Water District - Name of District:

Well Water

☒ --- Well - Colorado Division of Water Resources Well Permit Number: Contingency

Is the well approved for fire protection? ☐ Yes --- ☒ No Please explain:

Contingency

☐ --- Cistern - What is the cistern capacity?

N/A

Gallons What is the water

source for filling the cistern?

6. What is the distance from the subject property to the nearest fire hydrant?

N/A

7. What public roadways provide access to the subject property?

US HWY 50

8. How many accesses to public roadways will the subject property have?

3

9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? ☒ Yes --- ☐ No Please explain by providing right-of-way and surface widths, length of roadway, surface types for all interior existing and proposed roadways and turning radii for cul-de-sacs.

10. What are the existing and or proposed interior roadway names?

N/A

11. Is the subject property located within a fire protection district? ☒ Yes --- ☐ No

If yes, please provide the district name:

Western Fremont Fire Protection District

*If the subject property is not located within a fire protection district please answer the following questions and the form will be considered completed for submittal. If the subject property is located within a fire protection district then answers to the following will not be required, however the remainder of the form shall be addressed by a representative of the fire protection district in which the subject property is located.*

a. What is the name of the fire protection district closest to the subject property?

Western Fremont Fire Protection District 121 287 Co Rd 6 Coalida  
CO 81222

b. What is the distance from the subject property to the nearest fire protection district boundary?

2 miles

c. Is it logical and feasible to annex the subject property to a fire protection district?

☒ Yes ----- ☒ No Please explain:

d. What types of fire protection improvements are proposed for the subject property and or structures to be housed on the property? Please explain: Mitigating surrounding trees & Scrubs.

By signing this Application, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

Lisa Brecheisen  
Applicant Printed Name

[Signature]  
Signature

10-16-2025  
Date

Steve Brecheisen  
Owner Printed Name

[Signature]  
Signature

10-16-2025  
Date

## FIRE PROTECTION AUTHORITY INFORMATION

1. The name of the fire protection authority is: Western Fremont Fire Protection District
2. Name of contact person: John Walker  
Title: Chief Telephone: 719-942-3687
3. The name and address of the responding fire station is: Western Fremont Fire Protection District  
P. O. Box 121, 287 County Road 6, Coaldale, CO 81222-0121
4. The distance from the subject property, by public roadway, to the responding fire station is: 1.4 miles
5. The estimated response time to the subject property is: 10 minutes
6. The location of the closest fire hydrant to the subject property is: no hydrants
7. Is the existing hydrant size and location adequate for the existing neighborhood and the proposed development? ☐ Yes --- ☐ No Please explain: N/A
8. Are the existing public roadways accessing the subject property adequate for fire vehicle access? ☒ Yes --- ☐ No Please explain: \_\_\_\_\_
9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? ☐ Yes --- ☐ No Please explain: unknown
10. Are the proposed fire protection measures adequate for any existing or proposed structures to be housed on the subject property? ☐ Yes --- ☒ No Please explain: see recommendations
11. What are the wildfire hazard classifications for the subject property, as prepared by the Colorado State Forest Service? moderate

12. Recommendations concerning fire protection in general, fire protection improvements, suggested road names, for this project are as follows: **NOTE:** Be sure to list type, size and location of improvements recommended (*i.e.*: hydrants, water lines, cisterns, dry hydrants, roadway improvements, etc.). Please indicate whether recommendations or requirements are the result of codes or regulations, and provide supporting information which will assist the Planning Commission and the Board of County Commissioners to determine whether to adopt any or all of the recommendations as requirements of the permit.

Gated access roads to U.S highway 50: gates should be minimum 12-feet wide and setback 40-feet from edge of highway pavement. This allows fire apparatus to completely exit high speed traffic lane if gate is closed.

Further recommend no combustible materials, including fences and landscaping, within 5-feet of exterior walls of structures (based on latest available data on reducing structural ignition hazard).

Also recommend that any roaded access to riverbank remain unobstructed (for possible use as emergency water supply).

John Walker, Fire Chief  
Signature and title of Authorized Fire Protection Representative

10/24/2025  
Date

## POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company

Homeowners Flex

Policy Change



### Premium Summary

Dwelling #1: \$6,757.00  
14639 US HIGHWAY 50  
COALDALE CO 81222-5098  
Policy Coverages \$83.00  
National Disaster Mitigation Cash Fund \$2.00

**Total Policy Premium \$6,842.00**

Note: a minimum earned premium of \$100.00 applies to this policy.

### Policy Discounts

Claims Free Discount

### Dwelling Discounts

The following discounts apply to one or more dwellings on this policy.

14639 US HIGHWAY 50, COALDALE CO  
81222-5098

Deadbolts, Smoke Alarm and Fire Extinguisher

### Policy Summary

**Policy Number:**

104-738-609

**Policy Period:**

09/25/2025 to 09/25/2026 12:01 A.M. Standard Time

**Named Insured(s):**

STEVE BRECHEISEN

PO BOX 234

COALDALE CO 81222-0234

**Contracted Agency:**

AMERICAN FAMILY BROKERAGE INC - #005086

6000 AMERICAN PKY

CA L# 0189039

MADISON WI 53783

**Your Agent:**

CASSANDRA JEAN SCHULTZ - #040142

PO BOX 1781

DILLON CO 80435-1781

### Additional Named Insureds and Designees

**Name:**

LISA BRECHEISEN

**Relationship to Primary Named Insured:**

Other Related

**Address:**

PO BOX 234, COALDALE CO 81222-0234

**Description of Interest:**

ADDITIONAL NAMED INSURED

### Policy Coverages

Coverage	Limit / Description	Premium
Personal Liability	1,000,000	\$50.00
Damage to Property of Others	1,000	
Medical Payments	5,000 Per person/25,000 Per occurrence	\$13.00
Animal Liability Sub-Limit	10,000	Included
Identity Recovery	15,000	\$20.00
Mold Exclusion - Personal Liability		Included
<b>Policy Level Coverages Premium</b>		<b>\$83.00</b>

### Policy Level Additional Costs

Description	Amount
National Disaster Mitigation Cash Fund	\$2.00
<b>Total Policy Level Additional Costs:</b>	<b>\$2.00</b>

**Dwelling #1:** 14639 US HIGHWAY 50, COALDALE CO 81222-5098

## Homeowners Flex Policy Declaration

American Modern Property and Casualty Insurance Company

Policy Period: 09/25/2025 - 09/25/2026

Policy Number: 104-738-609

Policy Type: Homeowners Flex



<b>Occupancy:</b>	<b>Residence Type:</b>	<b>Construction Type:</b>	<b>Year Built:</b>	<b>Territory:</b>	<b>Protection Class Code:</b>
Owner Occupied	1 Family Residence	Frame	2006 1	9	

<b>Roof Age:</b>	<b>Townhome or Row Home:</b>	<b>Number of Stories:</b>	<b>Finished Living Area (Sq Ft):</b>
19	No	1	2880

**Roof Type:**  
Architectural Shingle

### Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$6196.00
Limit	786,240	
Loss Settlement	Replacement Cost	
Roof Loss Settlement Option	Replacement Cost with Reduced Benefit for Roofs 11 Years & Older	
Roof Benefit Schedule Payout	62%	
All Other Peril Deductible	2,500	
Wind and Hail Deductible	5,000	
Other Structures	78,624	Included
Loss Settlement	Replacement Cost	
Roof Loss Settlement Option	Replacement Cost with Reduced Benefit for Roofs of All Ages	
Roof Benefit Schedule Payout	See Roof Benefit Schedule Form	
Personal Property	390,000	\$-10.00
Loss Settlement	Actual Cash Value	
Loss of Use	12 Months	Included
Water Damage		\$-3.00
Limit	Full	
Mold and Remediation - Property	10,000	Included
Water Backup and Sump Overflow	5,000	\$75.00
Deductible	500	
Ordinance or Law	157,248	\$434.00
Equipment Breakdown		\$35.00
Deductible	500	
Service Line	10,000	\$30.00
Deductible	500	
Loss Assessment	1,000	Included
Fire Department Service Charge	500	Included

#### Important Information

This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

## Homeowners Flex Policy Declaration

American Modern Property and Casualty Insurance Company

Policy Period: 09/25/2025 - 09/25/2026

Policy Number: 104-738-609

Policy Type: Homeowners Flex



Premium

\$6,757.00

Reminder about your Dwelling Roof Coverage: Your policy provides coverage for your roof as determined by the Roof Benefit Schedule based on your roof type and roof age. We will pay the percentage of your roof claim for covered roof damage according to the Roof Benefit Schedule Payout included in the endorsement.

Because your Dwelling's Architectural Shingle roof is 19 year(s) old, the Roof Benefit Schedule Payout (percent of roof claim paid) for all covered causes of loss other than fire is: 62%. Roof damage caused by a fire loss will be settled by the Loss Settlement indicated above for your Dwelling or Other Structures.

**YOU HAVE NOT ELECTED TO PURCHASE ONE OR MORE OF THE AVAILABLE COVERAGES THAT PROVIDE ADDITIONAL PROTECTION IN THE EVENT OF A LOSS, WHICH MAY INCLUDE INCREASED DWELLING COVERAGE LIMITS SUCH AS EXTENDED REPLACEMENT COST AND LAW AND ORDINANCE COVERAGE. FOR ADDITIONAL INFORMATION REFER TO THE NOTIFICATION INCLUDED IN YOUR NEW OR RENEWAL POLICY.**

### **Your Policy Documents**

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.

#### **Policy Level Forms (Forms that apply to all Dwelling)**

H3-CW-X-0002(01-21) - Personal Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion  
H3-CW-X-0015(01-19) - Personal Liability Farming Enterprise Exclusion  
H3-CO-A-0001(01-24) - Special Provisions - Colorado  
IP-CW-C-0002(01-15) - Identity Recovery Coverage Case Management Service and Costs Coverage  
H3-CW-P-0001(01-19) - Homeowners Flex Policy  
H3-CW-X-0017(01-21) - Personal Liability Assault and Battery Exclusion  
H3-CO-G-0001(01-24) - Summary of Coverage Colorado Homeowners Policy  
H3-CW-X-0018(01-21) - Personal Liability Punitive or Exemplary Damages Exclusion  
IL-CW-G-0001(01-15) - Signature Endorsement  
H3-CW-C-0020(01-21) - Personal Liability Special Limit for Animal Liability  
H3-CW-X-0003(01-19) - Swimming Pool Slide and Diving Board Exclusion  
H3-CW-X-0019(01-21) - Personal Liability Lead Liability Exclusion  
IL-CW-G-0010(07-17) - Additional Policy Protection  
H3-CW-X-0014(03-20) - Personal Liability Total Pollution Exclusion  
H3-CW-N-0004(01-21) - Important Notice Fungi, Wet or Dry Rot, or Bacteria Personal Liability Coverage Exclusion

#### **Forms that apply to Dwelling #1: 14639 US HIGHWAY 50, COALDALE CO 81222-5098**

IP-CW-C-0004(01-15) - Reinstatement of Limit  
H3-CW-X-0022(10-20) - Condemnation Exclusion  
H3-CW-C-0005(01-19) - Water Backup And Sump Overflow  
H3-CO-C-0006(01-24) - Additional Coverage for Loss of Use - Colorado  
H3-CW-C-0067(05-23) - Replacement Cost with Roof Benefit Schedule - Reduced Benefit for Roofs 11 Years or Older  
IP-CW-C-0001(01-15) - Home Equipment Breakdown Protection  
H3-CW-X-0011(09-20) - Criminal Acts Exclusion  
IP-CW-C-0003(01-15) - Service Line Coverage

## Homeowners Flex Policy Declaration

American Modern Property and Casualty Insurance Company

Policy Period: 09/25/2025 - 09/25/2026

Policy Number: 104-738-609

Policy Type: Homeowners Flex



H3-CO-G-0002(01-24) - Construction Cost Index And Property Coverage Limit Adjustment Endorsement - Colorado

H3-CW-C-0021(01-19) - Personal Property Special Limits of Liability

H3-CW-X-0012(07-20) - Controlled Substances Exclusion

H3-CW-X-0013(03-20) - Sale of Home Exclusion

H3-CW-N-0013(01-19) - Important Notice Renewal Inspection

H3-CO-C-0010(01-24) - Ordinance or Law Coverage - Colorado

H3-CW-C-0011(01-24) - Water Damage Coverage

H3-CW-X-0010(05-23) - Cosmetic Roof Damage Exclusion - Windstorm or Hail

### Policy Maintenance Information

It's easy to manage your policy online 24/7. You can make payments, file claims, view policy documents, and more. Go to [amig.com](http://amig.com) to create an account or log in today!

**PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.  
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:**

American Modern Property and Casualty Insurance Company  
(800) 543-2644

**Report a Claim: 1-800-375-2075**

American Modern Insurance Group

Mailing address  
PO Box 5323  
Cincinnati, OH 45201-5323

Main Administrative Office  
7000 Midland Blvd.  
Amelia, OH 45102-2607

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**Account: R039679**

### Tax Summary

Tax Year	Tax Due	Interest Due	Penalty Due	Misc Due	Lien Due	Lien Interest Due	Total Due
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Tax Details

Tax Year	Type	Effective Date	Amount	Balance
2024	Tax Payment	06/05/2025	\$1,165.16	\$0.00
2024	Tax Payment	02/18/2025	\$1,165.16	\$0.00
2024	Tax	12/23/2024	\$2,330.32	\$0.00
2023	Tax Payment	02/28/2024	\$2,365.60	\$0.00
2023	Tax	01/12/2024	\$2,365.60	\$0.00
2022	Tax Payment	01/25/2023	\$2,092.00	\$0.00
2022	Tax	12/28/2022	\$2,092.00	\$0.00
2021	Tax Payment	01/23/2022	\$1,604.76	\$0.00
2021	Tax	12/27/2021	\$1,604.76	\$0.00
2020	Tax Payment	02/10/2021	\$1,627.92	\$0.00
2020	Tax	12/21/2020	\$1,627.92	\$0.00
2019	Tax Payment	01/23/2020	\$1,623.80	\$0.00
2019	Tax	12/23/2019	\$1,623.80	\$0.00
2018	Tax Payment	01/23/2019	\$1,473.80	\$0.00
2018	Tax	12/20/2018	\$1,473.80	\$0.00
2017	Tax Payment	02/21/2018	\$633.68	\$0.00
2017	Tax Payment	01/29/2018	\$633.68	\$0.00

2017	Tax	12/26/2017	\$1,267.36	\$0.00
2016	Miscellaneous Payment	12/18/2017	\$7.00	\$0.00
2016	Lien Interest Payment	12/18/2017	\$13.07	\$0.00
2016	Lien Payment	12/18/2017	\$712.93	\$0.00
2016	Redemption Fee	12/18/2017	\$7.00	\$0.00
2016	Lien Interest	12/18/2017	\$13.07	\$0.00
2016	Tax Payment	11/16/2017	\$640.50	\$0.00
2016	Interest Payment	11/16/2017	\$38.43	\$0.00
2016	Miscellaneous Payment	11/16/2017	\$30.00	\$0.00
2016	Miscellaneous Payment	11/16/2017	\$4.00	\$0.00
2016	Lien	11/16/2017	\$712.93	\$0.00
2016	Interest	11/16/2017	\$38.43	\$0.00
2016	CERT FEE	10/02/2017	\$4.00	\$0.00
2016	ADVERTISING	10/02/2017	\$30.00	\$0.00
2016	Tax Payment	02/13/2017	\$640.50	\$0.00
2016	Tax	12/23/2016	\$1,281.00	\$0.00
2015	Tax Payment	06/15/2016	\$639.00	\$0.00
2015	Tax Payment	02/10/2016	\$639.00	\$0.00
2015	Tax	12/22/2015	\$1,278.00	\$0.00
2014	Interest Payment	09/21/2015	\$25.46	\$0.00
2014	Interest Payment	09/21/2015	\$38.19	\$0.00
2014	Tax Payment	09/21/2015	\$1,273.08	\$0.00
2014	Interest	09/21/2015	\$38.19	\$0.00
2014	Interest	06/23/2015	\$25.46	\$0.00
2014	Tax	12/23/2014	\$1,273.08	\$0.00
2013	Lien Interest Payment	06/23/2015	\$121.27	\$0.00
2013	Lien Payment	06/23/2015	\$1,322.93	\$0.00
2013	Lien Interest	06/23/2015	\$121.27	\$0.00
2013	Miscellaneous Payment	08/12/2014	\$5.00	\$0.00
2013	Tax Payment	08/12/2014	\$1,267.24	\$0.00
2013	Interest Payment	08/12/2014	\$50.69	\$0.00
2013	Lien Endorsement	08/12/2014	\$1,322.93	\$0.00
2013	Endorsement Fee	08/12/2014	\$5.00	\$0.00

2013	Interest	08/12/2014	\$50.69	\$0.00
2013	Tax	12/31/2013	\$1,267.24	\$0.00
2012	Lien Interest Payment	06/23/2015	\$125.54	\$0.00
2012	Miscellaneous Payment	06/23/2015	\$7.00	\$0.00
2012	Lien Interest Payment	06/23/2015	\$125.55	\$0.00
2012	Lien Payment	06/23/2015	\$1,506.53	\$0.00
2012	Lien Interest	06/23/2015	\$125.55	\$0.00
2012	Redemption Fee	08/12/2014	\$7.00	\$0.00
2012	Lien Interest	08/12/2014	\$125.54	\$0.00
2012	Interest Payment	11/21/2013	\$96.33	\$0.00
2012	Miscellaneous Payment	11/21/2013	\$4.00	\$0.00
2012	Miscellaneous Payment	11/21/2013	\$30.00	\$0.00
2012	Tax Payment	11/21/2013	\$1,376.20	\$0.00
2012	Lien	11/21/2013	\$1,506.53	\$0.00
2012	Interest	11/21/2013	\$96.33	\$0.00
2012	CERTIFICATE FEE	11/20/2013	\$4.00	\$0.00
2012	TAX LIEN SALE ADV	10/03/2013	\$30.00	\$0.00
2012	Tax	12/31/2012	\$1,376.20	\$0.00
2011	Tax Payment	02/22/2012	\$1,379.40	\$0.00
2011	Tax	12/21/2011	\$1,379.40	\$0.00
2010	Tax Payment	02/24/2011	\$1,560.74	\$0.00
2010	Tax	01/11/2011	\$1,560.74	\$0.00
2009	Tax Payment	01/26/2010	\$1,569.06	\$0.00
2009	Tax	12/21/2009	\$1,569.06	\$0.00
2008	Tax Payment	01/26/2009	\$1,530.44	\$0.00
2008	Tax	12/23/2008	\$1,530.44	\$0.00
2007	Miscellaneous Payment	01/25/2008	\$5.00	\$0.00
2007	Tax Payment	01/25/2008	\$3.61	\$0.00
2007	Tax	12/21/2007	\$3.61	\$0.00
2007	Miscellaneous	12/21/2007	\$5.00	\$0.00
2006	Tax Payment	02/07/2007	\$247.82	\$0.00
2006	Tax	01/09/2007	\$247.82	\$0.00

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Account: R039679

<a href="#">Location</a>	<a href="#">Owner Information</a>	<a href="#">Assessment History</a>								
<b>Parcel Number</b>	<b>Owner</b>	<b>Actual Value (2025)</b>							\$1,193,211	
99926213	<b>Name</b>	<b>School Assessed</b>							\$84,122	
<b>Tax Area 39S - 39S</b>	PONKA LIVING TRUST	<b>Non-School Assessed</b>							\$74,576	
<b>Situs Address</b>		<b>Tax Area: 39S   Mill Levy Total: 52.717000</b>								
14639 US HWY 50	<b>Owner</b>	<b>Mill Levy School:27.747000   Mill Levy Non-School:24.970000</b>								
A TR OF LD LOC IN THE SE4 OF SEC 29-48-11 DESC AS FOLLS: BEG AT THE E4 COR OF SD SEC 29; TH S 01 DEG 19' 57"W A DIST OF 1950.46 FT TO PT ON THE ELY R/W LN OF STATE HWY 50; TH ALG SD HWY 50 THE FOLLOWING 3 COURSES	<b>Address P O</b>	<b>Type</b>	<b>Base Actual</b>	<b>Actual (School)</b>	<b>Actual (Non-School)</b>	<b>Assessed (School)</b>	<b>Assessed (Non-School)</b>	<b>Acres</b>	<b>SQFT</b>	<b>Units</b>
	BOX 234 COALDALE, CO 81222-0234	Residential	\$1,193,211	\$1,193,211	\$1,193,211	\$84,122	\$74,576	24.600	2880.000	3328.000

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 DEG 13' 00" A  
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 3) TH N 35  
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 A DI ST OF  
 128.03 FT TO A  
 PT ON  
 THE E-W  
 CENTERLINE  
 OF SD SE C;  
 TH S 89 DEG  
 37'27"E A  
 DIST OF  
 1152.28 FT TO  
 THE POB.

### Transfers

Sale Date	Sale Price	Doc Description
<a href="#">09/19/2005</a>	<a href="#">\$0</a>	<a href="#">Deeds</a>
<a href="#">03/13/2006</a>	<a href="#">\$310,000</a>	<a href="#">Deeds</a>
<a href="#">09/12/2009</a>	<a href="#">\$0</a>	<a href="#">Deeds</a>
<a href="#">11/23/2010</a>	<a href="#">\$450,000</a>	<a href="#">Deeds</a>
	<a href="#">\$0</a>	<a href="#">DEED</a>
	<a href="#">\$0</a>	<a href="#">DEED</a>
		<a href="#">DEED</a>
		<a href="#">DEATH CERTIFICATE</a>

### Tax History

### Images

**Tax**  
**Year**   **Taxes**

- [Photo](#)

\*2025 \$4,196.28

2024 \$2,683.52

\* Estimated



**THIS DEED**, Made this 18th day of July, 2016, between Marion Brecheisen, whose address is 14639 Highway 50, City of Coaldale, County of Fremont, State of Colorado, **Grantor** herein, for the consideration of Ten Dollars paid in hand, the receipt and sufficiency of which is hereby acknowledged, by this deed does sell and QUITCLAIM to Marion W. Brecheisen, as Trustee under the Declaration of Trust dated July 18, 2016, known as the Ponka Living Trust, made by Marion W. Brecheisen and said Trustee, as the Grantee herein, all of Grantor's interest in the following real property, together with improvements, if any, situate, lying and being in the said County of Fremont, State of Colorado, described as follows:

BEGINNING AT THE EAST ONE-QUARTER (E1/4) CORNER OF SAID SECTION 29; THENCE S 01°19'57" WEST, A DISTANCE OF 1950.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE ALONG SAID HIGHWAY 50 THE FOLLOWING THREE COURSES;

- COUNTY OF FREMONT, STATE OF COLORADO

Together with all appurtenances, subject to general property taxes for 2016 and subsequent years, which the Grantee assumes and agrees to pay; and except easements, rights-of-way, restrictive covenants, prior exceptions and reservations of record.

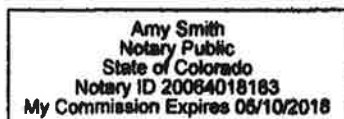
Marion Brecheisen  
Marion Brecheisen, Grantor

STATE OF COLORADO )  
 ) ss.  
COUNTY OF FREMONT )

WITNESS my hand and official seal.

My commission expires: 5/10/2018

Amy Smith  
Notary Public



## **Certification of Trust for the Ponka Living Trust dated July 18, 2016**

This Certification of Trust is signed by all the currently acting Trustee of the Ponka Living Trust dated July 18, 2016, who declares:

1. The Settlor is Marion W. Brecheisen. The trust is revocable by the Settlor.
2. The Trustee of the trust is Marion W. Brecheisen. The signature of the Trustee is required to conduct business on behalf of the trust.
3. The tax identification number of the trust is the Social Security number of Marion W. Brecheisen.
4. Title to assets held in the trust will be titled as:  
Marion W. Brecheisen, Trustee of the Ponka Living Trust dated July 18, 2016, and any amendments thereto.
5. An alternative description will be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of the Trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
6. Excerpts from the trust document that establish the trust, designate the Trustee, and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests.
7. The terms of the trust provide that a second party may rely upon this Certification of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this trust or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.
8. The trust has not been revoked, modified, or amended in any way that would cause the representation in this Certification of Trust to be incorrect.

July 18, 2016

  
Marion W. Brecheisen, Trustee

STATE OF COLORADO

)

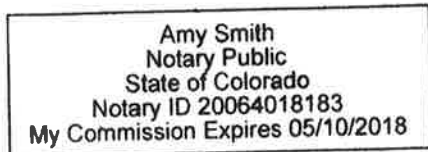
) ss.


COUNTY OF FREMONT

)

This instrument was acknowledged before me on July 18, 2016, by Marion W. Brecheisen, as Trustee.

[Seal]



  
\_\_\_\_\_  
Amy Smith, Notary Public  
My commission expires: 05/10/2018

# **The First Amendment to the The Ponka Living Trust**

On July 18, 2016, I, Marion Wayne Brecheisen, signed the Ponka Living Trust ("the trust"), more formally known as:

Marion Wayne Brecheisen, Trustee of the Ponka Living Trust dated July 18, 2016, and any amendments.

Article 9 of the trust permits me to amend it in writing at any time. This Amendment represents the First Amendment to the trust.

## **Section 1.01 Amendment**

I exercise the right to amend the trust as follows:

1. **Section 3.4 shall be replaced with the following language:**

It is Grantor's desire that should Annice Jo Steen survive Grantor and continue to be his companion up to the time of his death, that Annice Jo Steen shall have the right to reside in Grantor's home located at 14639 Highway 50, Coaldale, Colorado, until her death or until such time she decides to vacate the property. Grantor further desires that Annice Jo Steen shall have the use of the household furniture, furnishings, and goods contained in the home for her benefit. Should Annice Jo Steen choose to remain in the home, Annice Jo Steen shall be responsible to pay for all expenses, utilities, maintenance, improvements, property insurance, and property taxes associated with the home while she resides in the home. Annice Jo Steen shall provide access of the entire property to Grantor's children, Steven Wayne Brecheisen and Lisa Michelle Brecheisen, upon reasonable notice.

## **Section 1.02 Effective Date**

The provisions of this Amendment are effective immediately upon my execution dated below.

## **Section 1.03 Ratification and Confirmation**

I confirm all provisions of the trust (and any prior amendments) that are not modified by this Amendment.

I certify that I have read this Amendment to the trust, and that it correctly states the changes I desire to make to the trust. I approve this Amendment to the trust in all particulars, and request the Trustee to execute it.

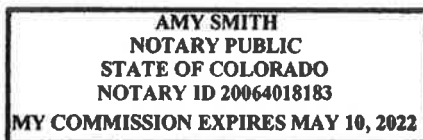
  
Marion Wayne Brecheisen, Grantor and Trustee

)

) SS.

)

[Seal]



Amy Smith  
Amy Smith, Notary Public  
My commission expires: 05/10/2018

# DECLARATION OF TRUST

made as of July 18, 2016

by

Marion W. Brecheisen

Grantor

and

Marion W. Brecheisen

Trustee

*Name of Trust: Ponka Living Trust*

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ARTICLE SEVENTH - Payment of Debts	
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ARTICLE TENTH – Amendment or Termination of Trusts	
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ARTICLE THIRTEENTH - Trust Protector	
ARTICLE FOURTEENTH - Accounts of Trustee	
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ARTICLE NINETEENTH - Construction	
ARTICLE TWENTIETH - Binding Effect	
ARTICLE TWENTY-FIRST - Short Name	

## **DECLARATION OF TRUST**

**DECLARATION OF TRUST**, made as of this 18th day of July, 2016, between Marion Wayne Brecheisen, having an address at 14639 Highway 50, Coaldale, CO 81222, as grantor (hereinafter referred to as the "Grantor"), and Marion Wayne Brecheisen, having an address as aforesaid, as trustee (hereinafter referred to as the "Trustee").

### **W I T N E S S E T H:**

**WHEREAS**, the Grantor's wife has predeceased the Grantor, and the Grantor has two children, Steven Wayne Brecheisen and Lisa Michelle Brecheisen; and

**WHEREAS**, the Grantor is purposely not making any provisions in this trust for the issue of his deceased son Michael Keith Brecheisen. It is the desire and intent that the issue of Grantor's deceased son Michael Keith Brecheisen be disinherited by Grantor to the fullest extent permitted by law. All provisions of this trust, including without limitation any provisions which may refer to persons taking by intestacy, shall be construed to effectuate such disinheritance of the issue of Michael Keith Brecheisen; and

**WHEREAS**, it is the Grantor's desire and intention than any and all beneficiaries under this trust are to be relatives by blood of the Grantor, thus excluding any spouse of Grantor's children, or any adopted or step children of Grantor's children. If there are no relatives by blood surviving, then a charity or non profit organization (Grantor's preferences are set forth herein on Schedule B attached hereto) shall be chosen to receive the benefit of the trust; and

**WHEREAS**, the Grantor desires to create a revocable trust of the property described in Schedule A hereto, together with such monies, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said life insurance policies and other property, monies, securities and other assets, together with any additions thereto received pursuant to the Grantor's last will and testament or as the proceeds of insurance on the Grantor's life, or otherwise, being hereinafter referred to as the "trust estate"), for the purposes and upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Grantor hereby transfers, conveys, assigns and delivers to the Trustee as and for the trust estate the property more particularly described in Schedule A hereto, to hold the same, and any other property which the Trustee hereafter may acquire, **IN TRUST**, for the purposes and upon the terms and conditions hereinafter set forth:

## **ARTICLE FIRST**

### **Directions of Grantor**

1.1 The Trustee shall hold, manage, invest and reinvest the trust estate, shall collect the income therefrom, and shall pay any part or all of the income and principal to whomever the Grantor from time to time may direct in writing.

1.2 Until the Grantor hereafter may direct to the contrary, the net income shall be paid to the Grantor at least annually.

1.3 Any income not so paid or applied shall be accumulated and added to the principal of this trust at least annually.

## **ARTICLE SECOND**

### **Disability of Grantor**

2.1 If at any time the Grantor, in the judgment of the successor Trustee, shall be under any legal disability or shall be unable to manage properly his affairs by reason of illness or mental or physical disability (whether or not a court of competent jurisdiction has declared the Grantor incompetent or mentally ill or has appointed a conservator or other legal representative for the Grantor), the successor Trustee may pay or apply so much or all of the net income and the principal of the trust estate as the successor Trustee deems necessary or advisable for the health, education, maintenance or support of the Grantor and Grantor's children, in such amounts and proportions as the successor Trustee may determine, or for the payment of insurance premiums on the life of the Grantor. The successor Trustee also may pay any gift taxes and income taxes incurred by the Grantor, whether imposed upon the sale of any assets comprising the trust estate or otherwise. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least annually.

2.2 In making any payment hereunder, the successor Trustee may consider, but shall not be required to consider, the income and other resources of the Grantor and his children. No such payment shall be charged upon a subsequent division of the trust estate against the principal of any share which may be set apart for any beneficiary hereunder.

## **ARTICLE THIRD**

### **Successor Beneficiaries**

3.1 Upon the death of the Grantor, the Trustee shall hold, manage, invest and reinvest the trust estate as then constituted, shall collect the income therefrom, and shall pay any part or

all of the net income to or for the benefit of the Grantor's children, Steven Wayne Brecheisen and Lisa Michelle Brecheisen, for the health, education, maintenance or support of said children, in such amounts and proportions as the Trustee may determine in the absolute discretion of the Trustee. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least annually.

3.2 In addition, the Trustee may pay to or for the benefit of said children, for their health, education, maintenance or support, any part or all of the principal of this trust, in such amounts and proportions as the Trustee may determine in the absolute discretion of the Trustee.

3.3 At the time this trust terminates upon Grantor's death, the balance of the principal thereof at that time remaining, together with any accrued and unpaid income thereon, shall be paid and distributed as follows:

*50 percent to Steven Wayne Brecheisen*

*50 percent to Lisa Michelle Brecheisen*

If Steven does not survive Grantor, then his share shall be paid to Lisa. If Lisa does not survive the Grantor, then her share shall be paid to Steven.

If neither Steven nor Lisa survive Grantor, then the trust balance shall be paid and distributed to the then living grandchildren of Grantor (Ryan Smith, Amber Smith, Macy Brecheisen, Jacob Brecheisen), in equal shares, subject to all conditions as set forth in this Trust.

If there are no relatives by blood surviving Grantor, then the trust estate shall be paid and distributed to a charity or non profit organization (Grantor's preferences are set forth herein on Schedule B attached hereto).

3.4 It is Grantor's desire that should Annice Jo Steen survive Grantor and continue to be his companion up to the time of his death, that Annice Jo Steen shall have the right to reside in Grantor's home located at 14639 Highway 50, Coaldale, Colorado, for a period of three months after the death of Grantor. Grantor further desires that Annice Jo Steen shall have the use of the household furniture, furnishings, and goods contained in the home for her benefit. Should Annice Jo Steen choose to remain in the home, Annice Jo Steen shall be responsible to pay for all expenses, utilities, maintenance, improvements, property insurance, and property taxes associated with the home while she resides in the home. Annice Jo Steen shall provide access of the entire property to Grantor's children, Steven Wayne Brecheisen and Lisa Michelle Brecheisen, upon reasonable notice.

## ARTICLE FOURTH

### Use of Principal

4.1 The Trustee is authorized, at any time and from time to time, to pay to, or apply to the use of, the beneficiary of any trust held hereunder (excluding Grantor's grandchildren until after the death of Grantor), for such beneficiary's health, education, maintenance or support, any part or all of principal of such trust as the Trustee may determine in the absolute discretion of the Trustee, without necessarily taking into account other resources available to such beneficiary. No such payment shall be charged upon a subsequent division of the trust estate against the principal of any share which may be set apart for a beneficiary.

## ARTICLE FIFTH

### GST Allocations

5.1 The Trustee or the personal representative, executor or administrator of the estate of the Grantor may allocate any amount of the exemption from generation-skipping transfer (GST) taxes under Section 2631(a) of the Internal Revenue Code to such property of which the Grantor is the transferor as they may select, whether or not such property passes hereunder, under the last will and testament of the Grantor, or otherwise.

5.2 Whenever the Trustee or the personal representative, executor or administrator of the estate of the Grantor allocates any amount of GST exemption of the Grantor (within the meaning of Section 2631 of the Code) to property passing to a trust hereunder (including without limitation a separate trust described herein), the Trustee may divide such property into two fractional shares equal respectively to the applicable fraction and the inclusion ratio (within the meaning of Section 2642(a) of the Code) that would result for such trust if said amount were allocated to such property without such division, and to allocate said exemption entirely to the share equal to said applicable fraction. Said shares shall be held and administered by the Trustee as separate trusts (with otherwise identical terms). The purpose of this paragraph is to provide an inclusion ratio (within the meaning of Section 2642(a)(1) of the Code) of zero for the separate trust receiving the fractional share to which the allocation is made, and if that trust is a trust described in Section 2652(a)(3) of the Code, to enable the Trustee or the personal representative, executor or administrator to make the election described in that Section with respect to it as a separate trust.

5.3 Separate trusts with identical terms created pursuant to this Article may be invested in different ways and the pattern of discretionary distributions in one trust need not be followed in the other. The Trustee may hold said separate trusts in solido or may combine them into a single trust at any time during the administration of the trusts.

5.4 Whenever two trusts hereunder are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), if said trusts have different inclusion ratios with respect to any common transferor or have different transferors for GST tax purposes, the Trustee, instead of combining said trusts, may administer them as two

separate trusts with identical terms in accordance with the provisions that would have governed the combined trusts. If anyone adds property to a trust hereunder, the Trustee may hold the added property as a separate trust with terms identical to the trust to which it would have been added.

5.5 The Trustee, at any time during the administration of any trust hereunder, may divide such trust into two or more fractional shares, which shall thereafter be administered as separate trusts with identical terms, whenever the Trustee shall determine that the division may help reduce GST tax or ease administrative problems resulting from the tax. For example, a trust with different transferors may be divided into separate trusts corresponding to the separate trusts described in Section 2654(b)(1) of the Code, and a trust with an inclusion ratio between zero and one may be divided into separate trusts corresponding to the undivided trust's inclusion ratio and applicable fraction as defined in Section 2642(a) of the Code.

5.6 With regard to any trust of which a child of the Grantor is authorized to receive income, the Trustee (other than a beneficiary of such trust) may confer upon such child a general power of appointment (as defined in Section 2041 of the Code) over all or any portion of the principal of the trust (including a pecuniary sum). Any power thus conferred may be made exercisable by deed or will, but in any event the exercise of such power may take effect only upon such child's death and may dispose only of the principal as then constituted. The Trustee (other than a beneficiary) may revoke any such power previously conferred; may confer a new power after a revocation; and in conferring any power may make the exercise of such power require the consent of the Trustee (other than a beneficiary). Without limiting the discretion of the Trustee, the Grantor anticipates the authority of the Trustee under this Article will be used if doing so will reduce GST taxes more than it increases estate taxes of the Grantor. If such a power is conferred over a portion of the principal of the trust, the trust may be divided into corresponding fractional shares constituting separate trusts of which one shall be subject to the power and the other not (and such separate trusts may later be recombined) in the absolute discretion of the Trustee (other than a beneficiary). The Trustee (other than a beneficiary) may release irrevocably the right to confer or revoke a general power hereunder. The Trustee shall confer or revoke a general power hereunder and consent to the exercise of a general power by an acknowledged instrument in writing.

## ARTICLE SIXTH

### **Distributions to Minors or Incompetents and Prohibition of Illicit Drug Use**

6.1 In any case in which the Trustee is authorized or directed by any provision of this Agreement to pay or distribute income or principal to any person who shall be a minor or incompetent, the Trustee, in the absolute discretion of the Trustee and without authorization of any court, may pay or distribute the whole or any part of such income or principal to such minor or incompetent personally, or may apply the whole or any part thereof directly to the health, education, maintenance or support of such minor or incompetent, or may pay or distribute the whole or any part thereof to the guardian, committee, conservator or other legal representative, wherever appointed, of such minor or incompetent or to the person with whom such minor or incompetent may from time to time reside, or in the case of a minor, may pay or distribute the

whole or any part thereof to a custodian for such minor under any gifts to minors or transfers to minors act. Evidence of such payment or distribution or the receipt therefor by the person to whom any such payment or distribution is made shall be a full discharge of the Trustee from all liability with respect thereto, even though the Trustee may be such person.

6.2 The Trustee, in the absolute discretion of the Trustee, may defer payment or distribution of any or all income or principal to which a minor may be entitled until such minor shall attain the age of twenty-five (25) years, or to make such payment or distribution at any time and from time to time, during the minority of such minor, holding the whole or the undistributed portion thereof as a separate fund vested in such minor but subject to the power in trust hereby given to the Trustee to administer and invest such fund and to use the income or principal thereof for the benefit of such minor as if such fund were held in trust hereunder. No bond or other security and no periodic accounts shall be required with respect to such fund, and the same shall be subject to commission as if it were a separate trust fund. The Trustee shall pay and distribute any balance of such fund to such minor when such minor shall attain the age of twenty-five (25) years. Except as is herein above provided, if such minor shall die before attaining the age of twenty-five (25) years, the Trustee shall pay and distribute such balance to the personal representatives, executors or administrators of the estate of such minor.

6.3 The word "minor" wherever used in this Article SIXTH shall mean any person who has not attained the age of twenty-five (25) years.

## **ARTICLE SEVENTH**

### **Payment of Debts**

7.1 Upon the death of the Grantor, the Trustee may pay from the principal of the trust estate the amount of any estate or death taxes, by whatever name called, imposed under the laws of any jurisdiction by reason of the Grantor's death, whether in respect of property passing under this Agreement or the Grantor's last will and testament or otherwise, and the amount of all of the debts which the Grantor's estate must pay, the expenses of his last illnesses and funeral, and the expenses of administering his estate. The Trustee may rely upon the written certification of the personal representatives, executors or administrators of the Grantor's estate as to the amount of any such tax, debt or expense, without any duty to inquire as to the correctness thereof, and, in its discretion, may make payment thereof either to said personal representatives, executors or administrators or to the taxing authority or person to whom such amount is owed. Any generation-skipping transfer tax under Chapter 13 of the Internal Revenue Code shall be charged to the property constituting the generation-skipping transfer on which such tax is imposed, as provided in Section 2603(b) of the Code. The payment of such taxes may be deferred under Section 6166 of the Internal Revenue Code or applicable state law and, if such election is made, interest on the deferred tax may be charged to income or principal and a lien on property belonging to the estate of the Grantor for the deferred tax may be created under Section 6324A of the Code or applicable state law.

## ARTICLE EIGHTH

### Life Insurance Policies

8.1 With respect to any insurance policies payable to the Trustee, the Trustee, upon being advised that any sum is so payable by reason of the death of the Grantor, shall endeavor to collect the same, and may bring a suit or action therefor, or may compromise, adjust, settle or submit to arbitration any claims therefor. The Trustee shall be entitled to reimbursement from the trust estate for expenses incurred by the Trustee in collecting or attempting to collect any such sum by suit, action or otherwise. The Trustee, however, shall be under no duty to bring a suit or action unless the expenses of the Trustee, including attorneys' fees, shall have been advanced or guaranteed to the satisfaction of the Trustee. The Trustee may repay, out of the trust estate, any advances made by the Trustee or reimburse the Trustee for expenses incurred in collecting or attempting to collect any sum as aforesaid.

8.2 The Trustee in no case shall be under any duty or obligation to make any claim against the Grantor's estate, or take any action against the personal representatives, executors or administrators of the Grantor's estate, for reimbursement for any reduction of the sums payable upon the death of the Grantor by reason of unpaid premiums or for any other cause, including any loans and interest thereto secured by any insurance policies.

8.3 During the life of the Grantor, the Trustee may, in its discretion, apply the net income or principal of the trust estate to the payment of premiums on any life insurance policy of which the Trustee or any trust hereunder is beneficiary. If the net income and principal is insufficient to pay such premiums, the Trustee may notify the Grantor and the beneficiaries of the trust of such insufficiency and give them the opportunity to furnish the necessary funds. If neither the Grantor nor any of the beneficiaries furnishes the funds necessary to pay the premiums, the Trustee may, but shall not be obligated to, obtain the funds required to pay such premiums by selling a portion of the principal of the trust estate, by borrowing on the security of such principal, by borrowing against the cash surrender value of the policy or by surrendering some policies and using the proceeds to pay the premiums on other policies. The Trustee also is authorized to convert such policies to paid-up or extended term insurance if the trust estate does not have the necessary funds to pay the premiums. If no funds are available for the payment of the premiums of any insurance policy, the Trustee may assign ownership of such policy to the then living issue of the Grantor. If an insurance company recapitalizes or reorganizes in any fashion resulting in an economic benefit, said economic benefit may be used to pay insurance premium or may otherwise be held and disposed as provided in this Agreement without further authorization.

The Trustee shall have no duty (a) to determine whether any insurance policy is a proper investment, (b) to investigate the financial strength of any company issuing a policy held in trust, (c) to exercise any option under any policy, (d) to diversify any insurance policy relative to any other policies or assets, or (e) to inquire about changes in the health of the insured.

8.4 The Grantor retains, during his life, all of the rights, options and privileges reserved to or conferred upon him by the terms of said insurance policies, including without limitation the right to borrow upon and pledge such policies, to change the beneficiary thereof, to

convert such policies into other forms of insurance, to collect the cash value thereof, to permit or direct the same to lapse, and to receive dividends and other lifetime benefits of any kind payable to his by the terms thereof. The Grantor may exercise the foregoing rights without the consent of the Trustee or any beneficiary hereunder.

## **ARTICLE NINTH**

### **Grantor's Right to Revoke or Amend**

9.1 The Grantor reserves the right, at any time during the life of the Grantor and without the consent of any person or notice to any person other than the Trustee, to amend or revoke in whole or in part this Agreement or any trust created hereunder, including the right to change the terms or beneficiaries thereof, by delivering to the Trustee written notice of such amendment or revocation signed by the Grantor. This Agreement shall become irrevocable upon the death of the Grantor. Upon any such revocation of this Agreement, the Trustee shall deliver to the Grantor all property in the possession or control of the Trustee with respect to any trust which has been revoked and shall execute and deliver any instruments necessary to release any interest of the Trustee in such property. The sale or other disposition by the Grantor of the whole or any part of the trust estate held hereunder shall constitute as to such whole or part a revocation of this Agreement and the trust or trusts affected thereby.

9.2 The Grantor reserves the power and right during the life of the Grantor to collect any rent, interest or other income which may accrue from the trust estate and, in his sole discretion, to accumulate such income as a trust asset or to pay such income to the Grantor individually and not in any fiduciary capacity. The Grantor further reserves the power and right during life of the Grantor to mortgage or pledge all or any part of the trust estate as collateral for any loan.

9.3 No amendment of this Agreement shall increase the obligations or reduce the commissions of the Trustee without the consent of the Trustee.

9.4 It is the desire of the Grantor that, after the death of the Grantor, the trust provisions in this Agreement be carried out even if all of the beneficiaries hereunder at any time express a desire to terminate this Agreement.

## **ARTICLE TENTH**

### **Amendment or Termination of Trusts**

10.1 Notwithstanding anything to the contrary contained herein, if the principal of any trust created under this Agreement shall at any time be of a size which in the sole judgment of the Trustee shall make it inadvisable, uneconomical or impractical to continue such trust, the Trustee, in the absolute discretion of the Trustee, may pay and distribute the entire principal of such trust and all accrued and undistributed income to the income beneficiaries of such trust, discharged of trust, and such trust thereupon shall terminate.

10.2 After my death, Steven Wayne Brecheisen and Lisa Michelle Brecheisen may amend this Agreement or terminate this trust at any time should they both consent in writing.

## ARTICLE ELEVENTH

### Powers of Trustee

11.1 In the administration of any property, real or personal, at any time forming a part of the trust estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers conferred on trustees under the Colorado Probate Code and Fiduciaries' Powers Act, as amended or any successor thereto, or otherwise provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

- (a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;
- (b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;
- (c) To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments;
- (d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;
- (e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;
- (f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or

other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

- (g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee be a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution; to enter into one or more joint ventures or associations with any person in any jurisdiction, and to commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;
- (h) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;
- (i) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;
- (j) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;
- (k) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;
- (l) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for

depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;

- (m) To drill, test, explore, maintain, develop and otherwise exploit, either alone or jointly with others, any and all property in which any trust hereunder may have any rights or interests of whatsoever kind or nature with respect to oil, gas, minerals, timber or other natural resources, whether originally a part of such trust or subsequently acquired, and to pay the costs and expenses thereof, together with all delay rentals, bonuses, royalties, overriding royalties, drilling and operating expenses, taxes, assessments and other charges and burdens in connection therewith; to enter into operation, farm-out, pooling or unitization agreements in connection with any and all of such rights and interests; and to extract, remove, process, convert, retain, store, lease, sell or exchange such rights and interests and the production therefrom, all in such manner, to such extent, on such terms and for such consideration as the Trustee in the absolute discretion of the Trustee may deem advisable;
- (n) To purchase from the legal representatives of the estate of the Grantor or from the trustees of any trust established by the Grantor any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;
- (o) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;
- (p) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;
- (q) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, banks, lending institutions, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;

- (r) To change the situs and/or governing law of any trust hereunder to any state the Trustee from time to time may deem desirable, and to take such further actions, including without limitation the amendment to the terms of the trust and the moving of trust assets, as may be necessary or advisable to effectuate such change;
- (s) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and
- (t) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

11.2 Except as otherwise provided herein, the Trustee may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees and other expenses should be charged to income or principal. The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages or similar instruments and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but the Trustee may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than the current rate of return on trust investments, or if the Trustee shall deem such action advisable for any other reason. The preceding provisions of this paragraph shall not be deemed to authorize any act by the Trustee which may be a violation of any law prohibiting the accumulation of income.

11.3 No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

11.4 Notwithstanding anything to the contrary contained herein, during such time as any current or possible future beneficiary of any trust created hereunder (other than the Grantor) may be acting as a Trustee hereunder, such person shall be disqualified from exercising any power to make any discretionary distributions of income or principal to himself or herself (unless the discretion to make such distributions is limited by an ascertainable standard within the meaning of Section 2041(b)(1)(A) of the Internal Revenue Code), or to satisfy any of his or her legal obligations, or to make discretionary allocations of receipts or disbursements as between income and principal, or to make decisions with respect to tax elections or options the exercise or nonexercise of which could result in an enlargement of his or her beneficial interest hereunder. No Trustee who is a current or possible future beneficiary of any trust hereunder (other than the Grantor) shall participate in the exercise of any powers of the Trustee which would cause such beneficiary to be treated as the owner of trust assets for tax purposes.

11.5 No Trustee shall be liable for acts or omissions in administering the trust estate or any trust created by this Agreement, except for that Trustee's own actual fraud, gross negligence or willful misconduct. If any Trustee becomes liable as Trustee to any other person who is not a beneficiary in connection with any matter not within the Trustee's control and not due to the

Trustee's actual fraud, gross negligence or willful misconduct, such Trustee shall be fully indemnified and held harmless by the trust estate and any trust created hereunder giving rise to such liability, as the case may be, against and in respect of any damages that such Trustee may sustain, including without limitation attorneys' fees. Unless the Trustee shall have received written notice of an event affecting the beneficial interests hereunder, the Trustee shall incur no liability for acting as though the event had not occurred. No successor Trustee shall incur any liability, by reason of qualifying as a Trustee hereunder, for the acts or omissions of any predecessor Trustee. No successor Trustee shall be required to examine the acts of any predecessor Trustee, and any successor Trustee shall be responsible only for those assets which are actually delivered to such successor Trustee.

11.6 The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's last will and testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Agreement as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

## **ARTICLE TWELFTH**

### **Appointment of Trustee**

12.1 The Grantor appoints himself as Trustee hereunder. The Grantor hereby appoints Steven W. Brecheisen, having an address at 15333 E. 100th Court, Commerce City, CO 80022, and Lisa M. Brecheisen, having an address at P.O. Box 3858, Littleton, CO 80161, to act jointly as successor Trustees hereunder in the event of the death of the Grantor, or his physical or mental incapacity. If either Steven W. Brecheisen or Lisa M. Brecheisen for any reason shall fail or cease to act as Trustee, the remaining successor Trustee may act alone as successor Trustee.

12.2 Any Trustee, while acting hereunder, may designate a successor and/or co-Trustee at any time by a written instrument signed and acknowledged before a notary public. If any Trustee shall sign more than one such instrument, the most recent instrument shall govern. The provisions of this Article or any amendment hereto shall take precedence over any such instrument. If a Trustee is required and that position is not filled under the terms of this Article, an amendment hereto or a written instrument as provided above, then the acting Trust Protector shall designate a Trustee.

12.3 The term "Trustee" wherever used herein shall mean the trustee in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

12.4 No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any state or other jurisdiction to the contrary.

12.5 The Trustee shall be entitled to receive reasonable compensation for the services of the Trustee hereunder.

12.6 The Trustee shall be deemed to have acted within the authority granted by this Agreement, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all affected persons unless the contrary is proved by affirmative evidence.

## **ARTICLE THIRTEENTH**

### **Trust Protector**

13.1 The Grantor appoints Smith Law, P.C., having an address at 1311 South 9th Street, Cañon City, CO 81212, as Trust Protector hereunder. If the original Trust Protector wishes to resign, the original Trust Protector may appoint a successor Trust Protector. If the original Trust Protector fails to appoint a successor Trust Protector a majority in interest of the income beneficiaries may appoint such successor Trust Protector. However, the successor Trust Protector may not be the Grantor or any beneficiary hereunder or related or subordinate to the Grantor or any beneficiary within the meaning of 26 U.S.C. Sec. 672(c). Such appointment shall be by an instrument in writing, signed and acknowledged in counterparts, copies of which shall be delivered to the Trustee, each income beneficiary hereunder, and the designated successor Trust Protector. The Trust Protector shall have the right to resign at any time by written notice to the income beneficiaries and the Trustee.

13.2 The Trust Protector, after the death or disability of the Grantor, shall be authorized: to remove any Trustee and appoint a successor Trustee, provided, however, that the successor Trustee so appointed may not be the Trust Protector, the Grantor or any beneficiary hereunder or related or subordinate to the Trust Protector, the Grantor or any beneficiary within the meaning of 26 U.S.C. Sec. 672(c); to modify or amend this Agreement to achieve a favorable tax status, or because of changes in federal or state tax laws or the regulations and rules thereunder, or because of changes in other laws, regulations or rules applicable to this Agreement, or as otherwise may be necessary or advisable to carry out the intent of the Grantor; to terminate and liquidate trusts; to change the situs and/or governing law of any trust hereunder; to interpret terms of this Agreement at the request of a Trustee; to increase, decrease or delay interests of beneficiaries hereunder; to convert a trust into a supplemental needs trust if a beneficiary becomes disabled; to move the situs of trusts to another state; to create, modify, limit or eliminate powers of appointment; and to consult with the Trustee with regard to investment decisions. No modification or amendment of this Agreement may grant a beneficial interest to any individual or class of individuals not specifically provided for in this Agreement. No Trust Protector may appoint himself or herself, or his or her creditors or estate as a beneficiary hereunder.

13.3 The Trust Protector shall serve without compensation, unless a Trust Protector is an attorney or accountant in which event such Trust Protector shall be entitled to reasonable hourly compensation for services rendered. The Trust Protector shall be entitled to reimbursement for reasonable expenses incurred in connection with the actions of the Trust

Protector hereunder. The Trust Protector shall not be obligated to monitor or supervise the Trustee or trust administration hereunder, but rather may act only when matters are brought to the attention of the Trust Protector by a beneficiary, Trustee or otherwise interested party. So long as the Trust Protector shall have acted in good faith and have not been reckless, the Trust Protector shall not be liable for simple negligence.

## **ARTICLE FOURTEENTH**

### **Accounts of Trustee**

14.1 The Trustee, at any time and from time to time, may render to the Grantor an account of the acts and transactions of the Trustee with respect to the income and principal of any trust created hereunder, from the date of the creation of such trust or from the date of the last previous account of the Trustee. After the death of the Grantor, the Trustee, at any time and from time to time, may render an account to the living person or persons who are entitled, at the time of such account, to receive all or a portion of the income of the trusts herein created. The approval of any person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall, as to all matters stated therein, be final and binding upon him or such minor or incompetent person, or any persons claiming through him or such minor or incompetent person, as the case may be. A person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall be deemed to have approved the account if he assents to the account in writing or if he does not communicate to the Trustee his written objections to the account within sixty days after the receipt of the account (provided the account was accompanied by a notice of said sixty day period within which to raise objections).

14.2 The Grantor shall have full power and authority on behalf of all persons interested in any trust hereunder, whether such interest relates to income or principal, to settle any account of the Trustee. Such settlement shall be final and binding upon all persons so interested in such trust. Upon such settlement, the Trustee shall be fully and completely discharged and released from all further liability with respect to acts and transactions set forth in the account so settled.

14.3 The Trustee shall not be required at any time to file any account in any court, nor shall the Trustee be required to have any account judicially settled, whether or not required by statute. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

## **ARTICLE FIFTEENTH**

### **Decisions of Trustee Are Conclusive**

15.1 The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or

claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

15.2 The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.

## **ARTICLE SIXTEENTH**

### **No Contest**

16.1 If any beneficiary under this Agreement, alone or in conjunction with any other person or persons, contests in any court the validity of this Agreement, any trust created hereunder, the last will and testament of the Grantor or any provision thereof, or seeks to obtain an adjudication in any proceeding in any court that this Agreement, any trust created hereunder, the last will and testament of the Grantor or any provision thereof is void, or otherwise seeks to void, nullify or set aside any of the foregoing, then that person's right to take any interest given to him or her by this Agreement shall be determined as if such person had predeceased the execution of this Agreement without surviving issue. The provisions of this Article shall not apply to any disclaimer by any person of any benefit under this Agreement or under any will.

16.2 The Trustee may defend, at the expense of the trust estate, any contest or other attack of any nature on this Agreement, any trusts created hereunder or any provision thereof.

## **ARTICLE SEVENTEENTH**

### **Simultaneous Death**

17.1 For purposes of this Agreement, any beneficiary hereunder shall be deemed to have predeceased the Grantor or any other person upon whose death such beneficiary shall become entitled to receive income or principal unless such beneficiary shall survive the Grantor or such other person by more than thirty days. The provisions of this Agreement shall be construed as aforesaid, notwithstanding the provisions of any applicable law establishing a different presumption of order of death or providing for survivorship for a fixed period as a condition of inheritance of property.

## **ARTICLE EIGHTEENTH**

### **Rights of Beneficiaries Are Not Assignable**

18.1 No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any

right, power or authority to assign, sell, pledge, encumber, anticipate, dispose of, or otherwise transfer in any manner (voluntary or involuntary) such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any voluntary or involuntary creditor of any beneficiary or liable to attachment, garnishment, execution or other legal or equitable process prior to its actual receipt by the beneficiary.

## ARTICLE NINETEENTH

### Construction

19.1 The validity and construction of this Agreement and the trusts created hereunder shall be governed by the laws of the State of Colorado.

19.2 The terms "child" and "children" as used herein include only the child and children of the person designated, but not any adopted child and children of such person. The term "issue" includes only the children and other issue of the person designated, but not any adopted children or issue of such person or issue. The terms "child" and "children" as used herein include only the child and children of the person designated, but not any stepchild of such person. The term "issue" includes only the children and other issue of the person designated, but not any stepchild of such person or issue.

19.3 Any provision herein which refers to a statute, rule, regulation or other specific legal reference which is no longer in effect at the time said provision is to be applied shall be deemed to refer to the successor, replacement or amendment to such statute, rule, regulation or other reference, if any, and shall be interpreted in such a manner so as to carry out the original intent of said provision.

19.4 For purposes of this Agreement, the disability or incapacity of an individual (including the Grantor or any Trustee) shall be conclusively established by a written statement signed by such individual's then attending physician and filed with the records of any trust established hereunder attesting that, in such physician's opinion, such individual is unable to manage his or her affairs. Such written statement shall be conclusive evidence of such fact, and any third party may rely on same in dealing with any trust established hereunder and shall not be obliged to inquire whether such individual is no longer under such disability or incapacity at the time of such dealings.

19.5 Wherever used in this Agreement and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

19.6 The captions in this Agreement are for convenience of reference, and they shall not be considered when construing this Agreement.

19.7 If under any of the provisions of this Agreement any portion of the trust estate would be held in trust beyond a date twenty-one years after the death of the last survivor of the Grantor and the issue of the Grantor and other beneficiaries hereunder in being when this

Agreement becomes irrevocable, or such later date permitted by the rule against perpetuities applicable in the State of Colorado; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

## ARTICLE TWENTIETH

### Binding Effect

20.1 This Agreement shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the undersigned Grantor and upon the Trustee acting hereunder.

## ARTICLE TWENTY-FIRST

### Short Name

21.1 This Agreement and the trusts created hereunder may be referred to, in any other instrument, by the name: "Ponka Living Trust". Any transfers to this Agreement or any trust hereunder may refer to the aforesaid name or to "Marion Wayne Brecheisen as Trustee under Ponka Living Trust" with or without specifying any change in Trustee or any amendment to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

A handwritten signature in cursive script, appearing to read "Marion W. Brecheisen", written over a horizontal line.

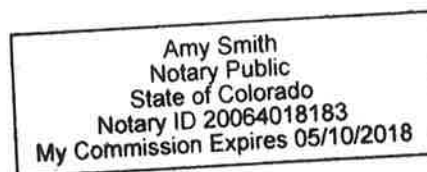
Marion W. Brecheisen  
Grantor and Trustee

STATE OF COLORADO, COUNTY OF FREMONT, ss.

The foregoing instrument was acknowledged before me on the 18th day of July, 2016, by  
Marion W. Brecheisen.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Amy Smith  
Notary Public  
My commission expires on 05/10/2018



**SCHEDULE A**

**TRUST ESTATE PROPERTY**

1. 14639 Highway 50, Coaldale, CO 81222
2. Mineral rights of Grantor in the States of Colorado, Kansas, Texas, and Oklahoma

**SCHEDULE B**

**GRANTOR'S PREFERRED NON PROFIT ORGANIZATIONS**

1. Make a Wish Foundation


**IN WITNESS WHEREOF**, the Grantor has executed this Memorandum of Trust as of this 18th day of July, 2016.

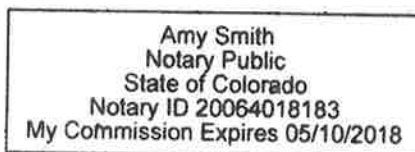
  
Marion W. Brecheisen  
Grantor

STATE OF COLORADO, COUNTY OF FREMONT, ss.

The foregoing instrument was acknowledged before me on the 18th day of July, 2016, by Marion W. Brecheisen.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
Notary Public  
My commission expires on 05/10/2018



## ASSIGNMENT OF PERSONAL PROPERTY

**ASSIGNMENT**, made as of this 18th day of July, 2016, between Marion W. Brecheisen,, as the assignor hereunder (collectively hereinafter referred to as the "Assignor"), and Marion W. Brecheisen, as Trustee under the Declaration of Trust of even date herewith, known as the Ponka Living Trust, made by Marion W. Brecheisen and said Trustee, as the assignee hereunder (hereinafter referred to as the "Assignee").

**WITNESSETH**, that Assignor, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign unto Assignee and the heirs, personal representatives, executors, administrators, successors and assigns of Assignee forever, the tangible personal property more particularly described in Exhibit A attached hereto and made a part hereof,

**TO HAVE AND TO HOLD** the same unto Assignee and the heirs, personal representatives, executors, administrators, successors and assigns of Assignee forever.

**IN WITNESS WHEREOF**, Assignor has duly executed this Assignment on the date first above written.

  
Marion W. Brecheisen  
Assignor

STATE OF COLORADO, COUNTY OF FREMONT, ss.

The foregoing instrument was acknowledged before me on the 18th day of July, 2016, by Marion W. Brecheisen.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
Notary Public  
My commission expires on 05/10/2018

Amy Smith  
Notary Public  
State of Colorado  
Notary ID 20064018183  
My Commission Expires 05/10/2018

## MEMORANDUM OF TRUST

**KNOW THAT,** Marion Wayne Brecheisen hereby presents this Memorandum of Trust, in lieu of providing a copy of the trust instrument, to establish the existence and terms of the trust as set forth below.

1. Purpose of Memorandum of Trust. The purpose of this Memorandum of Trust is (1) to certify the existence of Ponka Living Trust (the "Trust") and identify the powers of the Trustee, and (2) to summarize some the more important provisions of the Trust so the Trustee can deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, insurance companies, and others, without disclosing all of the provisions of the Trust, which is a private and confidential document.

2. Creation of the Trust. Marion Wayne Brecheisen, having an address at 14639 Highway 50, Coaldale, CO 81222, as Grantor, created the Trust, known as the Ponka Living Trust, by executing a Declaration of Trust, dated July 18, 2016 (the "Declaration of Trust"). The Trust continues in existence.

3. Trust Revocable. The Trust is revocable. The Grantor reserved the right to revoke, amend or modify the Declaration of Trust during his life. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Memorandum of Trust to be incorrect.

4. The Trustee. The Declaration of Trust names Marion Wayne Brecheisen, having an address as aforesaid, as trustee (referred to as the "Trustee"). The Declaration of Trust names Steven W. Brecheisen, having an address at 15333 E. 100th Court, Commerce City, CO 80022, and Lisa M. Brecheisen, having an address at P.O. Box 3858, Littleton, CO 80161, as successor trustees (collectively referred to as a "successor Trustee").

5. Powers of the Trustee. The Declaration of Trust provides that the Trustee, in addition to and without limitation of the powers conferred on trustees under the Colorado Probate Code and Fiduciaries' Powers Act, as amended or any successor thereto, or otherwise provided by law, shall have the following powers:

- (a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;
- (b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;
- (c) To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies,

bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments;

- (d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;
- (e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;
- (f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;
- (g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee be a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution; to enter into one or more joint ventures or associations with any person in any jurisdiction, and to commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;
- (h) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;
- (i) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;
- (j) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds

and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;

- (k) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;
- (l) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;
- (m) To drill, test, explore, maintain, develop and otherwise exploit, either alone or jointly with others, any and all property in which any trust hereunder may have any rights or interests of whatsoever kind or nature with respect to oil, gas, minerals, timber or other natural resources, whether originally a part of such trust or subsequently acquired, and to pay the costs and expenses thereof, together with all delay rentals, bonuses, royalties, overriding royalties, drilling and operating expenses, taxes, assessments and other charges and burdens in connection therewith; to enter into operation, farm-out, pooling or unitization agreements in connection with any and all of such rights and interests; and to extract, remove, process, convert, retain, store, lease, sell or exchange such rights and interests and the production therefrom, all in such manner, to such extent, on such terms and for such consideration as the Trustee in the absolute discretion of the Trustee may deem advisable;
- (n) To purchase from the legal representatives of the estate of the Grantor or from the trustees of any trust established by the Grantor any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;

- (o) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;
- (p) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;
- (q) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, banks, lending institutions, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;
- (r) To change the situs and/or governing law of any trust hereunder to any state the Trustee from time to time may deem desirable, and to take such further actions, including without limitation the amendment to the terms of the trust, as may be necessary or advisable to effectuate such change;
- (s) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and
- (t) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

The Declaration of Trust provides that no person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

6. Signature Authority. The Trustee may sign all documents exercising the powers of the Trustee. If either Trustee for any reason shall fail or cease to act as Trustee, the remaining successor Trustee shall have the right to serve as sole Trustee under the Trust, without appointment of a successor co-Trustee. Under the Declaration of Trust no other person is required or needed to sign such documents for them to be effective as to the Trust.

7. Reliance by Third Parties. This Memorandum of Trust is executed as evidence of the existence of the foregoing Declaration of Trust. Any person may rely upon this Memorandum of Trust as evidence of the existence of said Declaration of Trust, and is relieved of any obligation to verify that any transaction entered into by a Trustee or successor Trustee thereunder is consistent with the terms and conditions of said Declaration of Trust. The Trust has not been revoked, modified or amended in any manner that would cause the representations

contained in this Memorandum of Trust to be incorrect. This Memorandum of Trust contains a true and correct representation of terms of the Trust. All persons dealing with the Trustee may rely on this Memorandum of Trust as a true statement of the provisions of the Declaration of Trust as of the date this Memorandum of Trust is presented to such person (regardless of the date of execution of this Memorandum of Trust) unless such person has actual knowledge that the representations contained in this Memorandum of Trust are incorrect. A person who acts in reliance upon this Memorandum of Trust without actual knowledge that the representations contained herein are incorrect shall not be liable to any other person for so acting.

8. Short Name of the Trust. The Trust and the Declaration of Trust may be referred to by the name: "Ponka Living Trust". Any transfers to the Declaration of Trust or any trust thereunder may refer to the aforesaid name or to "Marion Wayne Brecheisen as Trustee under Ponka Living Trust", with or without specifying any change in Trustee or any amendment to the Declaration of Trust.


**IN WITNESS WHEREOF**, the Grantor has executed this Memorandum of Trust as of this 18th day of July, 2016.

  
Marion W. Brecheisen  
Grantor

STATE OF COLORADO, COUNTY OF FREMONT, ss.

The foregoing instrument was acknowledged before me on the 18th day of July, 2016, by Marion W. Brecheisen.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
Notary Public  
My commission expires on 05/10/2018



Salida Store <salida@shippingdepotco.com>

---

**Fwd: 14639 US HWY 50**

---

**Lisa Brecheisen** <lbrech3@gmail.com>  
To: salida@shippingdepotco.com

Wed, Sep 24, 2025 at 1:38 PM

----- Forwarded message -----

From: **Lisa Brecheisen** <lbrech3@gmail.com>  
Date: Wed, Sep 24, 2025 at 10:15 AM  
Subject: 14639 US HWY 50  
To: Lisa Brecheisen <Lbrech3@gmail.com>

To whom it may concern,

Drainage requirement waiver for developement needs to be contingent. Septic will not be done until after modular is placed at home site.

Thank you,  
Lisa Brecheisen



Salida Store <salida@shippingdepotco.com>

---

**Fwd: 14639 US HWY 50**

---

**Lisa Brecheisen** <lbrech3@gmail.com>  
To: salida@shippingdepotco.com

Wed, Sep 24, 2025 at 1:37 PM

----- Forwarded message -----

From: **Lisa Brecheisen** <lbrech3@gmail.com>  
Date: Wed, Sep 24, 2025 at 10:18 AM  
Subject: 14639 US HWY 50  
To: Lisa Brecheisen <Lbrech3@gmail.com>

To whom it may concern,

Soil samples requirements for property is needing to be contingent. Waiting to be approved for loan before soil samples will be completed. Once I have these, I will forward them on to you for review.

Thank you,  
Lisa Brecheisen

**From:** Lisa Brecheisen lbrech3@gmail.com

**Subject:** FEMA

**Date:** October 14, 2025 at 11:08 AM

**To:** Lisa Brecheisen lbrech3@gmail.com, brock sherman Brock@brockcreate.com

---

To Whom it May Concern,

Please allow a contingency for the FEMA and LOMA on part of this subdivision.

Thank you, Lisa

**Central Colorado Title and Escrow**

**129 East Rainbow Boulevard**

**Salida, CO 81201**

Telephone: (719) 539-1001

Fax: (719) 539-1661

**TITLE INVOICE**

Invoice #: 5952

Invoice Date: October 16, 2025

Due Date: November 17, 2025

Closing Date: \_\_\_\_\_, 20\_\_\_\_

File No: 25-25136

Purchaser(s): TBD

Seller(s): The Ponka Living Trust dated July 18, 2016

Premises: 14639 U.S. HWY 50, Coaldale, CO 81212

County: Fremont

Owner's Policy Amount: \$0.00

Loan Policy Amount: \$0.00

ITEM	BORROWER	SELLER	LENDER
TBD Commitment		0.00	
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Please remit payment to:**

**Central Colorado Title and Escrow**

**129 East Rainbow Boulevard**

**Salida, CO 81201**



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

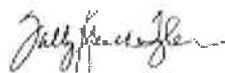
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Sally F. Tyler, President

By:   
Lisa W. Cornehl, Secretary

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



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the

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

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Form 50210508 (7-19-23)





Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

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

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

**8. PRO-FORMA POLICY**

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

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Form 50210508 (7-19-23)





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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Form 50210508 (7-19-23)





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

Issuing Agent: Central Colorado Title and Escrow  
Issuing Office: 129 East Rainbow Boulevard  
Salida, CO 81201  
Issuing Office's ALTA® Registry ID: 1076574  
Commitment Number: 25-25136  
Issuing Office File Number: 25-25136  
Property Address: 14639 U.S. HWY 50, Coaldale, CO 81212  
Revision Number:

**SCHEDULE A**

1. Commitment Date: October 15, 2025 at 7:00 AM
2. Policy to be issued:
  - a. 2021 ALTA Owner's Policy  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: fee simple
  - b. 2021 ALTA Loan Policy  
Proposed Insured: TBD  
  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: fee simple
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in: The Ponka Living Trust dated July 18, 2016 and, as disclosed in the Public Records, has been since July 18, 2016
5. The Land is described as follows:  
*See Exhibit A attached hereto and made a part hereof.*

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First American Title™

Commitment for Title Insurance  
Colorado - 2021 v. 01.00 (07-01-2021)

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**Central Colorado Title and Escrow**

129 East Rainbow Boulevard, Salida, CO 81201

Telephone: (719) 539-1001

Countersigned:

By: \_\_\_\_\_  
Authorized Signatory

Diana Krebs

Central Colorado Title and Escrow, License #871893

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### STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

	Premium
(a) 2021 ALTA Owner's Policy	\$0.00
(b) 2021 ALTA Loan Policy	\$0.00
<b>Total Premium:</b>	<b>\$0.00</b>
Tax Certificate	\$25.00

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## SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
5. Evidence that all assessments for common expenses, if any, have been paid.
6. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
7. Trust Agreement or Certificate of Trust for The Ponka Living Trust dated July 18, 2016  
NOTE: Marion W. Brecheisen Trustee, now deceased.
8. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Recorded Statement of Authority signed by the member (s) of The Ponka Living Trust dated July 18, 2016, authorized to transact business on behalf of the company.

Duly authorized and executed Deed from The Ponka Living Trust dated July 18, 2016, to TBD, to be executed and recorded at closing.

Duly authorized and executed Deed of Trust from TBD, to TBD, securing its loan in the amount of \$TBD.

9. Please be advised that our search did not disclose any open Deeds of Trust of Record. If you have knowledge of an outstanding obligation, please contact us immediately for further review prior to closing.
10. Upon receipt of fully executed purchase contract, fill title commitment order, and/or closing instructions concerning subject property, the company reserves the right to set forth additional requirements and/or exceptions as may be necessary based on the specific terms of the contemplated transaction.

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## SCHEDULE B, PART II—Exceptions

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
7. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
8. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
9. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States Patent Certificate No. 2255 of the records of the Bureau of Land Management.
10. Subject to easements described in instrument recorded November 29, 2010, as Reception No. 880272.
11. Subject to the rights of others for access to US Hwy 50 in Fremont County, Colorado.
12. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title to the land.

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- 
13. Any rights, interests or easements in favor of the United States, the State of Colorado or the public, which exist or claimed to exist in and over the present and past bed, banks or waters of the Arkansas River.

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File No.: 25-25136

The Land referred to herein below is situated in the County of Fremont, State of Colorado, and is described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 29, TOWNSHIP 48 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPLE MERIDIAN, COUNTY OF FREMONT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ONE-QUARTER (E1/4) CORNER OF SAID SECTION 29; THENCE S 01°19'57" WEST, A DISTANCE OF 1950.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE ALONG SAID HIGHWAY 50 THE FOLLOWING THREE COURSES;

1) N 27°54'37" W, A DISTANCE OF 1394.82 FEET;

2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°13'00", A RADIUS OF 5780.00 FEET, AND AN ARC LENGTH OF 728.02 FEET;

3) THENCE N 35°07'37" W, A DISTANCE OF 128.03 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE S 89°37'27" E, A DISTANCE OF 1152.28 FEET TO THE POINT OF BEGINNING

COUNTY OF FREMONT, STATE OF COLORADO



### CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

**Property: 14639 U.S. HWY 50, Coaldale, CO 81212**

- Marion Brecheisen to The Ponka Living Trust dated July 18, 2016 by deed to trust dated 07/18/2016 and recorded on 07/18/2016 as Instrument Number 940970 in the Official Records of the Fremont County Clerk & Recorder.

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## STATE OF COLORADO

CERTIFICATION OF VITAL RECORD

## CERTIFICATE OF DEATH

STATE FILE NUMBER 1052024028959

DECEDENT'S LEGAL NAME MARION WAYNE BRECHEISEN				DATE OF DEATH AUGUST 26, 2024				
SEX MALE	SOCIAL SECURITY [REDACTED]	AGE-Last Birthday (Years) 82	UNDER 1 YEAR Months Days		UNDER 1 DAY Hours Minutes		DATE OF BIRTH (Mo/Day/Yr) APRIL 02, 1942	BIRTHPLACE (State or Foreign Country) KANSAS
IF DEATH OCCURRED IN HOSPITAL			IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL DECEDENT'S HOME					
Facility Name (If not institution, give street & number) 14639 US 50 HIGHWAY				CITY, TOWN OR LOCATION OF DEATH COALDALE		COUNTY OF DEATH FREMONT		
RESIDENCE - STREET AND NUMBER 14639 US 50 HIGHWAY				APT. NO.		ZIP CODE 81222	INSIDE CITY LIMITS YES	
RESIDENCE STATE COLORADO			COUNTY FREMONT		CITY OR TOWN COALDALE			
DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) INVENTORY MANUFACTURER				KIND OF BUSINESS/INDUSTRY SELF EMPLOYED		DECEDENT'S EDUCATION HIGH SCHOOL GRADUATE OR GED COMPLETED		
DECEDENT OF HISPANIC ORIGIN NOT SPANISH/HISPANIC/LATINO				DECEDENT'S RACE WHITE				
EVER IN US ARMED FORCES NO		MARITAL STATUS AT TIME OF DEATH WIDOWED (AND NOT REMARRIED)		SPOUSE/PARTNER NAME (If wife give name prior to first marriage) ROBERTA KAY VON SCHRILTZ				
FATHER'S NAME CLARENCE WAYNE BRECHEISEN				MOTHER'S NAME PRIOR TO FIRST MARRIAGE EDITH MORIENE HERRON				
INFORMANT'S NAME LISA BRECHEISEN				INFORMANT'S RELATIONSHIP TO DECEASED CHILD				
NAME OF FUNERAL HOME LEWIS & GLENN FUNERAL HOME				CITY AND STATE OF FUNERAL HOME SALIDA COLORADO			WAS CORONER NOTIFIED YES	
METHOD OF DISPOSITION CREMATION		PLACE OF DISPOSITION LEWIS AND GLENN CREMATORY				LOCATION - CITY, COUNTY, STATE SALIDA CHAFFEE COLORADO		
INJURY AT WORK		IF TRANSPORTATION RELATED, SPECIFY		DATE OF INJURY		TIME OF INJURY		
PLACE OF INJURY								
LOCATION OF INJURY (Street & Number, Apt. No., City or Town, County, State, Zip Code)								
DESCRIBE HOW INJURY OCCURRED								
WAS DECEDENT UNDER HOSPICE CARE YES		ACTUAL OR PRESUMED TIME OF DEATH 07:02 PM		DATE PRONOUNCED DEAD (MO/DAY/YR) AUGUST 26, 2024		TIME PRONOUNCED DEAD 07:02 PM		
MANNER OF DEATH NATURAL		WAS AN AUTOPSY PERFORMED NO		WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING THE CAUSE OF DEATH?				
<b>CAUSE OF DEATH</b>								
PART I IMMEDIATE CAUSE (Final disease or condition resulting in death)  Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death)		Enter the chain of events - diseases, injuries, or complications that directly caused the death. a DEMENTIA b URINARY TRACT INFECTION c d					Approximate interval: Onset to death 5 YEARS  1 MONTH	
PART II Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I								
TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF PHYSICIAN MD DANIEL LOMBARDO 550 WEST HIGHWAY 50 SALIDA, COLORADO, 81201						DATE SIGNED AUGUST 28, 2024		
TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF CORONER						DATE SIGNED		
DATE FILED BY REGISTRAR AUGUST 29, 2024								

DATE ISSUED

AUGUST 29, 2024

THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.

REV 01/19

A. ALEX QUINTANA  
STATE REGISTRAR

\*012572067\*

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT  
OF RECORD NOTIFICATION LETTER**

TO: Sangre de Cristo Electric Association, Inc.  
FROM: The Slow River Ranch/Lisa Brecheisen  
Name of Subject Property Owner / Applicant  
DATE: 10/16/2025  
Reference: Brecheisen Minor Subdivison  
Project Name

This is to inform you that the Subject Property Owner, listed above, has made an application for the action as marked below with the Fremont County Department of Planning and Zoning (Department):

- ☒ – Minor Subdivision    ☐ – Preliminary Plan    ☐ – Vacation of a Public R-O-W  
☐ – Vacation of Interior Lot Line & Utility / Drainage Easement  
☐ – Lot Line Adjustment    ☒ – Boundary Line Adjustment

The subject property, as referenced above is located at 14639 US Hwy 50, Coal Dale, CO  
General Location or Address (Vicinity Map Exhibit A) 81222

The subject property is legally described as: \_\_\_\_\_

\_\_\_\_\_ ☒ Check here if legal description is attached as Exhibit B.

☒ A copy of the proposed subdivision and or re-plat drawing has been enclosed with this mailing.

Minor Subdivision, Preliminary Plan and Vacation of Public R-O-W applications are always first heard by the Fremont County Planning Commission (Commission) and then the Fremont County Board of County Commissioners (Board). Normally Vacation of Interior Lot Line, Lot Line Adjustment and Boundary Line Adjustment applications are administrative reviews and only reviewed by the Department.

☐ -- This application will be heard by the Board on \_\_\_\_\_ at 3:00 PM.

☐ -- This application will be an administrative review by the Department.

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, facsimile (719) 276-7374 or by email at [planning@fremontco.com](mailto:planning@fremontco.com) to schedule an appointment to review the application. For further reference regarding the governing regulations:

the Fremont County Zoning Resolution may be viewed on the Internet at  
<http://www.fremontco.com/planningandzoning/zoningresolution.shtml>

and the Fremont County Subdivision Regulations may be viewed on the Internet at  
<http://www.fremontco.com/planningandzoning/subdivisionregulations.shtml>

The Department, Commission and Board would welcome your comments regarding this application and will include written comment, on or accompanied by this form, in the Commission or Board's review packet if received by the Department with enough time to include prior to finalization of the review packets. Please complete the following information with any written comments or can be used as the "sign in" sheet at a meeting that you intend to attend and provide oral comments. Only written comments can be accepted by the Department for administrative reviews and must be received by the Department within ten (10) days of your acknowledged receipt of this notification.

Failure to provide written comment prior to the meeting, written comment at the meeting or oral comment at the meeting at which the application is to be heard or written comment on administratively reviewed applications will result in the Department, Commission and Board assuming that you have no comments with regard to the submitted application.

Entity Name: Sangre de Cristo Electric Association, Inc.

Name of contact person: Alicia Doyle

Title: Right of Way Agent Telephone: 719-395-4641 Email: doyle@myelectric.coop

**Mailing**

Address: PO Box 2013 Buena Vista CO 81211  
Street Address City State Zip

Does your entity currently service the subject property? ☒ Yes --- ☐ No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?

☒ Yes --- ☐ No Please explain.

Our entity has the following comments and or recommendations regarding the proposed action:

No comments

Signature of Authorized Entity Representative Alicia Doyle Date 10/16/2025



