



BOARD OF ADJUSTMENT AGENDA

April 20, 2023 at 1:30 PM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

Join via Zoom:

<https://us02web.zoom.us/j/83429735658?pwd=S2ZlSENWk0ZHR3Y0RkxBOEp3c2xGdz09>

Meeting ID: 834-2973-5658 | **Passcode:** 915234

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. READING OF MINUTES
 - a. [Minutes from 8-12-2022](#)
4. ACTION ITEMS
 - a. [23-09 Variance McMahon](#)
5. LGD UPDATES
6. OLD BUSINESS
7. NEW BUSINESS
8. DISCUSSIONS
9. ADJOURNMENT
10. UPCOMING MEETINGS

**Huerfano County Land Use
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 117**



Item 3a.

HUERFANO COUNTY BOARD OF ADJUSTMENT MINUTES

Thursday August 12, 2022

Meeting started at 10:00am

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL-Present Edmundson, Fisher, Kirkpatrick and Falk via zoom

3. READING OF MINUTES-Motion made by Fisher and Seconded by Kirkpatrick to approve the minutes, motion passed unanimously.

4. PUBLIC HEARING

a.) Hurtado CUP 22-20 and four (4) Variances request. Public Hearing was opened; Staff Report was read; Brenda Hurtado had nothing to add to the Staff Report; eight members from the community spoke against the CUP 22-20 and the four (4) Variances. Brenda Hurtado responded to the members questions and comments. Public Hearing was closed.

5. ACTION ITEMS

a.) Hurtado CUP 22-20 and Four (4) Variances request was discussed between the Members of the Board of Adjustment. Motion was made by Falk to deny CUP 22-20 and four (4) Variances. Second by Fisher. Roll Call Vote was taken and it was unanimous to deny CUP 22-20 and four (4) variances.

6. ADJOURNMENT-Meeting adjourned at approximately 10:41am.



Huerfano County Board of Adjustment Staff Report – Permit #23-09 Variance McMahon Meeting Type – Public Hearing

Meeting Date: April 20, 2023

Request Summary

With this Application Theresa McMahon (the Applicant) requests the following:

A Variance from §13.03.02 in which the minimum lot area in the Agricultural Zone is 35 acres. A variance may be requested pursuant to §9.02 of the Land Use Code to allow the right to develop a non-conforming parcel. §1.16 (8) of the Land Use Code defines conditions by which lots are to be considered conforming or non-conforming. The parcel measures two (2) acres and is located near the intersection of 550 and 570, slightly over 5.5 miles southwest of Gardner (Parcel Number 26330).

The subject property is zoned Agriculture. Zoning standards for this district are set forth in LUR Section §1.03 and require a minimum lot size of 35 acres.

Property History

This parcel was first recorded in its current form in 1972.

In 1945, the parcel was part of a much larger parcel, including one-eighth of section 30. Ownership of this larger parcel by Cleo Marion Denton and Sherman J Denton is recorded as an Indenture under Reception No. 167694.

In 1948, all of section 30 is described in a warranty deed as part of a much larger parcel, owned by the same people as the indenture in 1945.

A search of book-page numbers listed in the legal description reveals that the legal description has not changed since the first record in October of 1972. Senate Bill 35, which required counties to pass regulations to require an approval process for the creation of parcels smaller than 35 acres was passed on May 5, 1972. Huerfano County adopted subdivision regulations on September 11, 1972. The deed for this property was notarized on October 5, 1972; it is, therefore, assumed that this represents a non-conforming lot.

however, these regulations were never properly recorded and only a fragment of a paper copy could be found. This fragment did not contain regulations specific to lot sizes, thus there is some uncertainty about whether a two-acre parcel would, in-fact, have been allowed.

331-830 – September (no date on deed, notarized October 5), 1972 Quitclaim Deed, Cleo Marion Denton and Sherman J Denton sold the parcel in its current form to Alma R Kimbrel and John N Kimbrel.

Grantor

DENTON, CLEO MARION
DENTON, SHERMAN J

Grantee

KIMBREL, ALMA R
KIMBREL, JOHN N

Township 26 South, Range 70 West of the 6th P. M.
Huerfano County, Colorado: Section 30: That part
of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ described as beginning at the SE
corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ thence North on the subdivision
line 290.2 feet, thence West parallel with the South
boundary line of said subdivision 300.2 feet, thence
South parallel with the East boundary line of said
subdivision 290.2 feet, thence East 300.2 feet to
place of beginning.

380260 – Statement of Authority

385263 Death Certificate, 2007 John Norman Kimbrel

390853 2011 Gift Deed

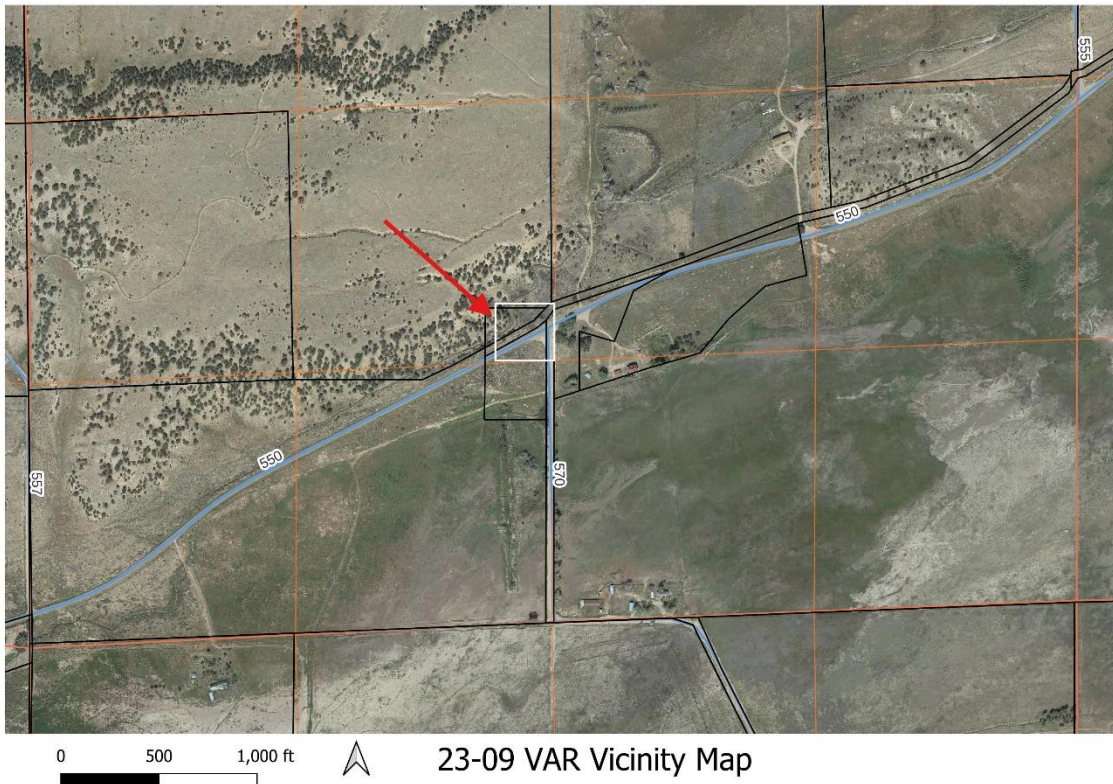
Township 26 South, Range 70 West of the 6th P.M.
Huerfano County, Colorado: Section 30: That part of the NE1/4SW1/4 described as beginning at
the SE corner of said NE1/4SW1/4 thence North on the subdivision line 290.2 feet, thence West
parallel with the South boundary line of said subdivision 300.2 feet, thence South parallel with the
East boundary line of said subdivision 290.2 feet, thence East 300.2 feet to place of beginning.

408249 2017 Deed

Sec 30-twp 26-rng 70 Pt Of Ne4sw4 Des As Beginning At Se Cor Th N 290.2 Ft Th W Parallel
With The S Bndry Line 300.2 Ft Th S Parallel With The E Bndry Line 290.2 Ft Th E 300.2 Ft To
Pob 2a 331-830 380260 385263

Site Map/Vicinity Map

Section 30, Township 26, Range 70



Based on the legal description of this parcel, it is a rectangular-shaped parcel with north-south sides measuring 290.2 ft and east-west sides measuring 300.2 ft., implying that a portion of this parcel is on the south side of 550, and its appearance is not as it is depicted on the Assessor's map above. The parcel outlined in white approximates the legal description. It is possible that both 550 and 570 intersect this parcel, making the area of the parcel outside the right-of-way less than the two acres described in the legal description, which does not mention the County roads.

The nearest dwellings to this property are to the southeast – one at approximately 450 ft from the intersection of 550 and 570, the other approximately 1400 ft. from the intersection. To the southwest, there is another residence approximately 2,400 ft from the intersection. To the northeast, there is another dwelling approximately 1200 ft. away.

Staff Recommendation: A survey of the property should be conducted to establish property boundaries.

Code References

The following Code Sections are applicable to this application and may be referenced by the Huerfano County Board of Adjustment in their evaluation of the request:

§ 1.03.02

Agricultural District

This district is created for the purpose of protecting the productive agricultural lands of Huerfano County and preserving the visual and cultural values, historical and archeological features and critical wildlife habitat associated with the scenic vistas, natural topography and agricultural lifestyles in rural, unincorporated areas of Huerfano County.

Minimum lot area: 35 acres

§ 1.16 (8) Use of Conforming and Non-Conforming Lots.

01. Lots and parcels of record that were non-conforming prior to the day of adoption of this zoning regulation may be built upon or used provided that: a) the setback, floor area and bulk requirements and other provisions for the zoning district within which the lot is located are adhered to, b) the lot was not created by private conveyance or in violation of the County subdivision regulations and c) approval in the form of a variance is granted by the Board of Adjustment.

02. Lots and parcels of record that were conforming prior to the day of adoption of this zoning regulation are hereby declared to be conforming and shall henceforth continue to be legal conforming lots and parcels of record.

03. No lot which was conforming in size on the day of adoption of this zoning regulation may be subdivided according to the subdivision procedures contained herein in such a manner that it would become non-conforming nor cause any structure or use to become nonconforming.

§ 9.02.02 Powers and Duties of the Board

The Board of Adjustment shall have the following powers and duties, which shall be exercised in accordance with the laws of the State of Colorado and the provisions of these regulations and in harmony with the public interest and the most appropriate uses of the land:

...

2. To provide applicants with an opportunity to apply for variances from zoning setback requirements and other circumstances for which a variance may be deemed appropriate.

...

4. Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property existing at the time of enactment of these regulations, or by reason of exceptional topographic conditions or other extraordinary or exceptional physical characteristics or conditions of such piece of property not created by the applicant subsequent to the adoption of these regulations or previously adopted County zoning regulations, the strict application of any zoning regulation or provision therein would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property, then the Board of Adjustment shall have the authority, upon an appeal relating to said property, to authorize a variance from such strict and literal application so as to relieve such difficulties or hardship. Such relief shall be granted, however, without substantial detriment to the public good and without altering or impairing the intent and purpose of the zoning regulations and other provisions contained within State or County regulations. The Board shall not, however, have the power to grant variances from the uses prohibited or allowed conditionally by special review for the zoning district involved.

Referral Comments

No Issues/questions from the Las Animas/Huerfano County Health Department or the Spanish Peaks Regional Health Center.

Commission Action Options:

1. **Approval** without any special conditions.
2. **Conditional** Approval with a description of the special conditions.
3. **Denial**, indicating for the record the reason(s) for such action.
4. **Continuation** until a future date to gather more information or obtain clarification or for any other relevant cause.

Huerfano County Land Use Department
401 Main Street, Suite 340, Attn: Land Use
Walsenburg, Colorado 81089
719-738-1220 ext. 103



GENERAL LAND USE APPLICATION

Application File No.: 23-09
Date Received: 2/27/23
Received by: [Signature]
Fees due: 75.00 Date Paid: 3/15/23

1. ACTION(S) REQUESTED:

- Conditional Use Permit
 - Conditional Use Permit / Marijuana
 - Conditional Use Permit/ Oil, Gas or Uranium Exploration and/or Development
 - Rezoning
 - Variance
 - Subdivision Exemption
 - Plat Amendment
 - Lot Consolidation
 - Plat Correction
 - Right-of-Way or Easement Vacation
 - Other Actions (specify): _____
- Sign Permit
 - Temporary Use Permit
 - H.B. 1041 Text Amendment
 - H.B. 1041 Development Permit
 - H.B. 1041 Flood Plain Exemption
- PUD and Subdivisions:
- Sketch Plan
 - Preliminary Plan
 - Final Plat / Subdivision Improvement Agreement
 - Appeal of Denied Application

2. APPLICANT AND OWNER INFORMATION:

Applicant Name: Theresa McMahon
Applicant's Mailing Address: P.O. Bx 4386 Dillon Colorado 80435
Applicant's Telephone: 936-253-4065 Email: sweetgirl.4468@gmail.com
Name of Land Owner: Mile High Rural Land
Land Owner's Mailing Address: 500 West Over Dr. #12291 Sanford, NC
Land Owner's Telephone: 866-707-3478 Email: Hello@milehighruralland.com 27330

3. PERMIT DETAILS:

Detailed project description/Scope of Work: Would like to develop property for a single residence, maybe a cabin or manufacter home, and a rent to own utility building.

Parcel Area: 2 Acres; Zoning District(s): Agriculturer

Parcel/Schedule Number(s): 26330

Parcel Address (optional): _____

Current/Proposed Land use (see §1.05 of the Land Use Code): VACANT/single residence

GENERAL LAND USE APPLICATION

If project is in an HOA, HOA name: NONE

If a Variance Request, please state the reason for the Variance(s): Property is zoned agricultural, would like to develop residence

Is all or a portion of the subject land located in a 100-year flood plain area (see FEMA floodplain map), or are there areas with slopes in excess of twenty percent (20%)? YES NO NOT SURE

If YES, describe existing conditions: _____

Value of proposed project: undetermined - not sure

Will the proposed project require any State or Federal permits? YES NO

If YES, please list all permits or approvals required: _____

Additional pertinent information: We have purchased property and are making monthly payments, need to develop.

If a H.B. 1041 permit is required, for what matters of local concern and state interest? _____

4. CERTIFICATION BY THE APPLICANT:

I hereby certify that this Application is made with full knowledge of the design standards, all fees, procedures, public hearing and meeting requirements contained in the Huerfano County Land Use Regulations. Furthermore, I understand that all conditional use permits are non-transferrable, unless specifically approved by the Huerfano County Board of County Commissioners. The Board of County Commissioners may impose permit transfer fees as it deems appropriate. All documents submitted may be subject to internet publishing.

Signature of Applicant: Theresa McMahon Date: 2-27-2023

Printed name: Theresa McMahon

5. ACTION (by the authorized permitting authority):

- Final Approval
- Conditional Approval
- Denial

Name _____ Signature _____

Title _____ Date _____

Comments _____

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Item 4a. S

Account 26330 Flag R LEGAL DESCRIPTION
 Name MILE HIGH REI. GROUP, LLC SEC 30-TWP 26-RNG 70 PT OF
 Address 1 500 WESTOVER DR. # 12291 NE4SW4 DES AS BEGINNING AT
 Address 2 SE COR TH N 290.2 FT TH W
 Address 3 PARALLEL WITH THE S BNDRY
 Address 4 SANFORD LINE 300.2 FT TH S PARALLEL
 State/Zip NC 27330 0000 WITH THE E BNDRY LINE 290.2

Property
 Map Num 28-4875-303-00-123
 Prev Name1 KIMBREL, ALMA R REVOCABLE
 Prev Name2 KIMBREL, ALMA

VALUES-ASSD	TAXABLE	EXEMPT
LAND	1239	

Use 0520 City 00000 Subdv 00000
 Anlys 000 Tax/Dst 1GS Zone 00
 Exempt Late Filing Advrt Y Bnkrupt N

TOTALS 1239

ACRES: Master Legal Value Ignore PP \$ 15080 Exemption N
 00000000200 000 200 NOV # NOD #

CHANGES

Parcel On 11/21/2019 By COHUPKAT
 Name On 11/21/2019 By COHUPKAT
 Values On 01/29/2018 By COHUWMAX
 Legal On 01/29/2018 By COHUWMAX

TAX LIEN SALE CERT-CHANGES MAY EFFECT TREASUR

CMD1-Value Change CMD2-Legal Change
 CMD3-Both Changes CMD4-Sales Change
 CMD22-Abort Entry HELP-More Details

HUERFANO COUNTY GOVERNMENT

Huerfano County, Colorado
SPANISH PEAKS COUNTRY

Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized Confirmation Number: 131602232

Your payment has been authorized successfully and payment will be processed.

Huerfano County Treasurer Thanks You For Your Business. Credit Card Services provided by Huerfano County Treasurer in connection with POINT & PAY.
Signature: _____ Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount Due
Treasurer Other payment of \$75.00 on Last Name McMahan	\$75.00

Customer Information

First Name: Theresa
 Last Name: McMahan
 Address Line 1: PO Box 4386
 Address Line 2:
 City: Dillon
 State: Colorado
 Zip Code: 80435
 Phone Number: (936) 253-4065
 Email Address: sweetgirl.4468@gmail.com

Subtotal:	\$75.00
Convenience Fee:	\$2.50
Total Payment:	\$77.50

Payment Information

Payment Date: 03/15/2023
 Card Type: Visa
 Card Number: *****5785

Print

Finished

File Copy

Huerfano County



3/14/2023, 4:21:53 PM

 Parcels

 Roadways

Item 4a.

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The information on this map was derived from digital databases created by Huerfano County GIS. Care
Public Viewer



Mile High REI Group LLC
500 Westover Dr #12291
Sanford, NC 27330
458-202-6896

February 02, 2023

Dear Theresa,

Congratulations on the acquisition of the property referenced below. It has been a pleasure working with you. Simply follow the instructions noted in the attached documents and the property will be processed into your name shortly.

Should you have further questions, please contact us via email at sales@milehighequity.com.

Sincerely,

David VanSteenkiste
Mile High REI Group LLC



Mile High REI Group LLC
500 Westover Dr #12291
Sanford, NC 27330
458-202-6896

SPECIAL RECORDING INSTRUCTIONS

Thank you very much for the payment. Attached are the Land Contract, Promissory Note and Purchase Sale Agreement. This process is very simple with signnow.com.

Please check to see that all of the information is correct in the package. If it is not, please contact Customer Service at 458-202-6896 to correct the information and forward it to you.

Simply follow the SignNow.com protocol for your electronic signatures and initials. Then click done when finished. If you have any questions regarding completing the electronic signature forms please call 458-202-6896 or email us at sales@milehighequity.com.

We are timing the first payment to be approximately 30 days from now via check or credit card payment. We will email you the auto-payment link to set up your monthly payment and make your one time note set up fee payment. Once you make your final payment we will send you out a Special Warranty Deed for your review and approval prior to recording the deed in your name on your property.

Sincerely,

David VanSteenkiste
Mile High REI Group LLC

A Note about the Legal Documents

Personally, I hate legal documents that I don't readily understand. Below is a simple explanation of what you are about to sign. This is not intended to be legal advice, as you should certainly contact your attorney regarding any of the legal documents contained herein. However, just for fun I wanted to give you my abridged version.

The Contract For the Sale and Purchase of Real Estate:

This agreement simply outlines the terms and conditions of sale that you as buyer and myself as seller mutually agree upon. The main highlights of this contract are the purchase price, financing terms, receipt of your down payment, and our guarantee in writing. Without this agreement, there could be some misunderstanding of the terms we both agreed upon and we certainly know that the key to any good relationship is excellent communication without ambiguity.

The Promissory Note:

Basically, you promise to pay each month on time the specified monthly payment. There are no pre-payment penalties. We have the \$455.50 monthly payment as a floor, but to save lots of money on interest we recommend paying as much as you can afford, even \$30 more each month makes a big difference towards paying down your note as fast as possible and saving money on the interest expense. If you don't pay on time we are going to charge you.

If you continue to not pay on time we are going to threaten you and charge you even more money. Don't make any payments and we will send a certified letter giving you 30 days to make payment before we terminate the contract and re-sell your land. Nevertheless, if you call us or e-mail us and let us know what is going on we certainly can try to help you out. If you just stop paying we will not be friendly and may constantly send you spam e-mail in the future just to be annoying.

Payments:

Payments are due on the date that you set up your loan in our payment portal. You will receive an email from our payment portal with a link to complete the set up of your loan and link it to your bank account for automatic ACH payments.

If you are late making payments, we are going to charge extra fees. If you sell your property you still have to pay us the balance due.

Prorated property taxes will be calculated and added to the monthly payment along with a small processing fee. We will pay the annual taxes in full and post the payment receipt in the documents section of the pay portal.

The Land Contract:

If you don't make your payments for 60 days we will give you 30 days notice and then have the right to take back the property without going to court.

Don't dump environmentally hazardous waste on the property and don't make any code violations. In summary, all of these documents say the same thing. Make your minimum monthly payments on time each month. Failure to do so leads to ugly legal stuff, which will affect your credit rating. If you don't want your property anymore call me and we can work something out. I'd rather work with you than have to send nasty certified letters demanding payment in full.

We will eventually need your Social Security Number for tax purposes, but for security you will enter this directly into our payment portal when you complete the loan set up.

PROMISSORY NOTE

For value received, Theresa McMahon ("Borrower[s]") promise to pay to Mile High REI Group, LLC, a Colorado Limited Liability Company with a mailing address of 500 Westover Dr #12291, Sanford, NC 27330 ("Lender"), or to order, the principal amount of \$28,000.00 together with interest on the unpaid principal balance from March 02, 2023 until paid in full.

Principal and interest are payable as follows:

1. Payment-Borrower will pay Lender 96 Months of principal and interest payments in the amount of \$455.08 each, plus \$35.00 per month Note Servicing Fee plus \$8.45 per month for estimated property taxes, for a total payment of \$498.53 per month, inclusive of interest, beginning March 02, 2023, with interest calculated on the unpaid entire principal balance at 11.00% per annum. This estimated payment is based on the assumption that all payments will be made exactly as scheduled. The actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to any late charges, then to principal. Borrower will pay Lender through our payment system, or at such other place as Lender may designate in writing. The term of this Note is 96 Months.
2. Default Rate - Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by five (5) percentage points ("Default Rate"). The Default Rate of Interest shall thereafter supercede the rate set forth in Paragraph 1, above, even if the default is subsequently cured.
3. Prepayment – Borrower may prepay this note, in whole or in part.
4. Late Charge – If a payment is 5 or more calendar days late, Borrower will be charged \$50.00 in addition to the regularly scheduled payment, in addition to all other sums owed hereunder.
5. **Default** – Each of the following shall constitute an event of default under this Note:
 1. Borrower fails to make any payment when due;
 2. Borrower fails to comply with or to perform any other material term, obligation, covenant or condition contained in any other agreement between Lender and Borrower, including, but not limited to, the Purchase and Sale Agreement, Promissory Note and Land Contract;
 3. Borrower defaults under any loan in favor of any other creditor, if such default may materially affect the Real Property securing this Note; and
 4. Any statement made or furnished to Lender by Borrower to Lender in connection with this loan was false at the time the statement was made.
 5. Any county code violation not cured within the county mandated period.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable, but not more than thirty (30) days with respect to any non-monetary default.

*Code Violations will be treated similarly as non-payment. If we receive code violation notices from the county, we will contact you and forward a copy of the notice to you. Failure to comply per the county's instruction can result in default and loss of your property. *A common code violation is living on the property in a non-permitted structure such as an RV without adhering to regulations (subject to local regulations).*

**Note: Buyer may not live on the property permanently or construct a permanent structure without written, notarized consent of seller prior to the loan being at least 50% paid off.*

This Note is secured by a Land Contract of this same date.

The maker promises and agrees that in the case of a default in the payment of any sum required hereunder, or in the case of the failure to perform any covenant contained in the Land Contract securing this Note, or if the maker becomes insolvent or makes a general assignment for the benefit of creditors, then the unpaid principal balance and accrued interest shall, at the option of the holder or holders of this Note, immediately become due and payable although the time of maturity as expressed in this Note may not have arrived.

The Borrower promises and agrees that in the event of any sale, transfer, alienation, or other disposition of the Stock which is the subject of the Land Contract which secures this Note, or of any part thereof or of any interest therein, whether voluntary or involuntary, the entire unpaid principal balance and accrued interest shall, at the option of the holder or holders of this Note, immediately become due and payable although the time of maturity as expressed in this Note may not have arrived.

In the event of a default under the terms of this Note or under the terms of the Land Contract securing this Note, the Borrower agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts. Jurisdiction and venue of any claim, action or proceeding to enforce the parties rights under this Note shall be in the state and federal courts located in Colorado.

The Borrower waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Note, and all defenses on the ground of any extension of time for payment that may be given by Lender to Borrower.

BORROWER:

Theresa McMahon

Theresa McMahon

--

LAND SALE CONTRACT

Purchase and Sale: The undersigned buyer(s) Theresa McMahon ("Buyer") agrees to buy and the undersigned seller Mile High REI Group, LLC, a Colorado Limited Liability Company with a mailing address of 500 Westover Dr #12291, Sanford, NC 27330, or its assigns, ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

Parcel ID	Recorder:Legal Description
26330	SEC 30-TWP 26-RNG 70 PT OF NE4SW4 DES AS BEGINNING AT SE COR TH N 290.2 FT TH W PARALLEL WITH THE S BNDRY LINE 300.2 FT TH S PARALLEL WITH THE E BNDRY LINE 290.2 FT TH E 300.2 FT TO POB 2A 331-830 380260 385263

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

Items that will NOT remain with the property: N/A

The Seller address is: Mile High REI Group, LLC, 500 Westover Dr #12291, Sanford, NC 27330, Phone: 458-202-6896

The Buyers address is: Theresa McMahon, 522 White Oak Circle, Trinity, TX 75862

Purchase Price and Method of Payment: Buyer warrants that, except as may be otherwise provided herein, Buyer will have at the time this agreement is signed and notarized, sufficient cash to complete the purchase of the Property, except for that portion the Seller has authorized for payment on the terms outlined in this Land Sale Contract.

The Purchase Price to be paid is \$29,997.00. The terms of this Land Sale Contract are as follows:

1. Seller warrants the Property to be free of all liens and taxes are current.
2. Seller warrants the Property to be available to the buyer at the time of this contract's effective date.
3. Seller holds the right to limit the amount of timber removed from the property to include only that area needed to place a dwelling or structure, until the total price of the property including interest is paid.
4. Seller to hold the Title Warranty Deed to the Property until the Property is completely paid and the Seller warrants that the Property Title will remain free from any loans, liens, or encumbrances through the period of payment.
5. The Seller, at the time of title transfer, will provide the Buyer with a marketable title.
6. Seller will pay the Taxes on the Property each year and the Buyer will reimburse the seller each year. Failure of the Buyer to reimburse the Seller for all taxes accrued from the date of this purchase within 60 days of the date due will void this Contract and the remaining amount owed on the Property will become due within 30 days.
7. The Seller will notify the Buyer by email (buyer must keep a valid email address on file) if the Buyer is at default.

8. The Seller will allow a grace period for the monthly payment of 5 days from the date due. If the payment has not been received within the grace period, a \$50.00 penalty will be assessed to the payment.
9. The Seller reserves the right to take back possession of the Property if the Buyer is in default of the monthly payment by 35 days, at which time the Seller will notify the Buyer by email of default. The Buyer will have 30 days to bring payments current in order to cure the default. If full payment is not received at this time, the property will be considered foreclosed and the Buyer will forfeit all interest and payments made. If the Seller and Buyer cannot work out any problems associated with the said property and legal action is taken, the side which loses the said action will be responsible for all costs and legal fees associated with the legal action.
10. The terms of payment are as follows:
11. Purchase price \$29,997.00
12. Down payment will be \$2,000.00 split into 2 \$1000.00 payments
13. The total amount financed plus interest is \$43,687.64
14. Payments of \$498.53 will be made monthly for a period of 96 months at an interest rate of 11.00% simple interest. \$455.08 of each payment will be applied to principal and interest and the balance to the Note Servicing Fee of \$35.00 and the estimated taxes of \$8.45.
15. Payments will begin on March 02, 2023 and will continue until principal is paid in full.
16. There is no prepayment penalty. This note can be paid off at any time. Only the interest accrued to the date of payoff will be assessed.
17. Seller will record title Special Warranty Deed to the county of Huerfano, State of Colorado, within 30 days of payoff.

Binding Agreement Date

This instrument becomes binding once the Buyer signs this instrument.

I, Theresa McMahon, have accepted this offer subject to the terms noted in this Land Sale Contract as a legal and binding contract.

Buyers:

Theresa McMahon

Theresa McMahon



AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

NO BROKER - VACANT RESIDENTIAL LAND

WARNING: THIS CONTRACT HAS SUBSTANTIAL LEGAL CONSEQUENCES AND THE PARTIES ARE ADVISED TO CONSULT LEGAL AND TAX COUNSEL.

FOR VALUABLE CONSIDERATION OF 29,997 dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Theresa McMahon (herein "Buyer") and

Mile High REI Group LLC, a Colorado Limited Liability Company with a mailing address of 500 Westover Dr #12291 (herein "Seller") do hereby covenant, contract and agree as follows:

1. AGREEMENT TO SALE AND PURCHASE: Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows:

Parcel ID	Recorder:Legal Description
26330	SEC 30-TWP 26-RNG 70 PT OF NE4SW4 DES AS BEGINNING AT SE COR TH N 290.2 FT TH W PARALLEL WITH THE S BNDRY LINE 300.2 FT TH S PARALLEL WITH THE E BNDRY LINE 290.2 FT TH E 300.2 FT TO POB 2A 331-830 380260 385263

All property sold by this contract is called the "Property."

2. SALES PRICE: The parties agree to the following sales price:

<u>Purchase Price</u>	<u>Down Payment Money</u>	<u>New Loan</u>
\$29,997.00	\$2,000.00	\$28,000.00

3. FINANCING: The following provisions apply with respect to financing:

CASH SALE: This contract is not contingent on financing.

OWNER FINANCING: Seller agrees to finance \$28,000.00 dollars of the purchase price pursuant to a promissory note from Buyer to Seller of \$28,000.00 , bearing 12% interest per annum, payable over a term of 96 Months with even monthly payments of \$498.53, plus a \$35.00 Note Servicing Fee, plus estimated taxes of \$8.45, secured by a Land Contract with the first payment to begin March 02, 2023.

4. DOWN PAYMENT MONEY: Buyer has deposited \$1,000.00 as down payment money with Mile High REI Group, LLC. With an additional \$1000.00 for a total of \$2000 deposit due in 2 weeks from original \$1000 payment.

5. PROPERTY CONDITION: Buyer hereby represents that she has personally inspected and examined the above mentioned property and accepts the property in it's "as-is" and present condition. This property is covered by a 14 Day Satisfaction guarantee as covered in other provisions below.

6. **UTILITIES:** The present condition of all utility access to the property is accepted by Buyer. Seller is not aware of the existence of wetlands, shoreland, or floodplain on or affecting the real property except as follows: None. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time, except as follows: None.
7. **CLOSING:** The closing of the sale will be on or before February 02, 2023 unless extended pursuant to the terms hereof. Closing may be extended to within 7 days after objections to matters disclosed in the title abstract, certificate or Commitment or by the survey have been cured. The closing date may also be extended by written agreement of the parties.
8. **TITLE AND CONVEYANCE:** Seller is to convey title to Buyer by Special Warranty Deed. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any, (e) general taxes for the current year and subsequent years. A title report shall not be provided to Buyer at closing. Buyer may elect to do their own title search at their own expense. If there are title defects, Seller shall notify Buyer within 5 days of closing and Buyer, at Buyer's option, may either (a) if defects cannot be cured by designated closing date, cancel this contract, in which case all earnest money or down payment monies deposited shall be returned, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period necessary for such action. Seller represents that the property may be legally used as zoned and that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing condition except as stated herein.
9. **APPRAISAL, SURVEY AND TERMITE INSPECTION:** Any appraisal of the property shall be the responsibility of Buyer. A survey is not required.
10. **POSSESSION AND TITLE:** Prior to closing the property shall remain in the possession of Seller.
11. **CLOSING COSTS AND EXPENSES:** All closing costs shall be paid by the buyer if closed through a title company. Buyer cost is covered by the Doc Prep Fee by closing directly.
12. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available.
13. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b)

terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive a refund of the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
15. **REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
16. **FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
17. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
18. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:

Theresa McMahon
522 White Oak Circle
Trinity, TX 75862
sweetgirl.4468@gmail.com

To Seller at:

Mile High REI Group LLC
500 Westover Dr #12291
Sanford, NC 27330
458-202-6896
sales@milehighequity.com

19. **ASSIGNMENT:** This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.
20. **PRIOR AGREEMENTS:** This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When used herein, the singular includes the plural and the masculine includes the feminine as the context may require.
21. **NO BROKER OR AGENTS:** The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
22. **EMINENT DOMAIN:** If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall remain valid with Buyer being entitled to be cancelled and the down payment money returned to Buyer.
23. **RECORDING:** This agreement may be recorded in the official records of Huerfano County, Colorado.
24. **OTHER PROVISIONS:**

Our Guarantee: Mile High REI Group LLC will allow an additional inspection period of 14 days from date of down payment. If, for whatever reason, buyer is unsatisfied with the property, then Mile High REI Group LLC agrees to refund all monies minus closing costs, payment fees and accounting setup fees.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

GOVERNING LAW: This contract shall be governed by the laws of the State of Colorado.

EXECUTED February 02, 2023 (THE EFFECTIVE DATE).

Buyers:

Theresa McMahon

Theresa McMahon

Seller:

David G. VanSteenkiste

David G. VanSteenkiste
Mile High REI Group LLC



RECEIPT

Receipt of \$1,000.00 Down Payment and \$0.00 documentation fee is acknowledged with \$1000 still due at time of signing for a total of \$2000.00 downpayment.

Date: February 02, 2023

Signature:

A handwritten signature in black ink, appearing to read "D. VanSteenkiste". The signature is written in a cursive style and is positioned above a horizontal line.

David G. VanSteenkiste
Mile High REI Group LLC

HUERFANO COUNTY LAND USE
401 MAIN STREET, SUITE 304
WALSENBURG, COLORADO 81089
719-738-1220, EXT. 506



Item 4a.

The Huerfano County Board of Adjustment will hold a Public Hearing on **Thursday, April 20, 2023 1:30pm** at the Huerfano County Courthouse, Commissioners' Chambers, 401 Main Street, Suite 309, Walsenburg, Colorado. The purpose of the hearing is to receive public comment concerning Land Use Application 23-09. The applicant, Theresa McMahon, is seeking a Variance to develop parcel number 26330, a non-conforming, two-acre parcel located near the intersection of County Road 550 and 570. The parcel is in the Agricultural zone district.

The complete application is available for review online at www.huerfano.us/departments/land-use/ and click on Land Use Applications by year.

Inquiries can be made during normal business hours in the Huerfano County Land Use Office, 401 Main Street, Suite 304, by telephone at 719-738-1220 ext. 117.

Zoom Meeting Information:

<https://us02web.zoom.us/j/83429735658?pwd=S2ZlSENWk0ZHR3Y0RkxBOEp3c2xGdz09>

Meeting ID: Meeting ID: 834 2973 5658 Passcode: 91523 Join by phone: (877) 853-5257 US Toll-free

Please run-on 4/6/2023



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Request Summary

With this Application Theresa McMahon (the Applicant) requests the following:

A Variance from §1.03.02 in which the minimum lot area in the Agricultural Zone is 35 acres. A variance may be requested pursuant to §9.02 of the Land Use Code to allow the right to develop a non-conforming parcel. §1.16 (8) of the Land Use Code defines conditions by which lots are to be considered conforming or non-conforming. The parcel measures two (2) acres and is located near the intersection of 550 and 570, slightly over 5.5 miles southwest of Gardner (Parcel Number 26330).

The subject property is zoned Agriculture. Zoning standards for this district are set forth in LUR Section §1.03 and require a minimum lot size of 35 acres.

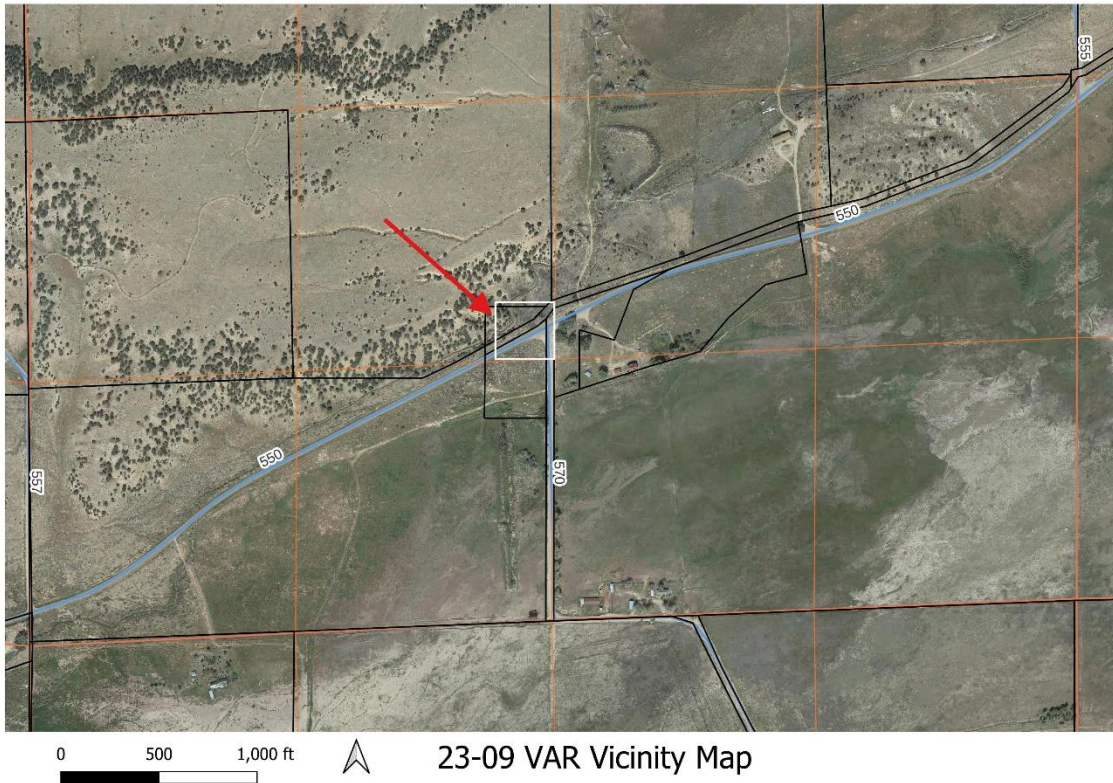
Property History

This parcel was first recorded in its current form in 1972.

In 1945, the parcel was part of a much larger parcel, including one-eighth of section 30. Ownership of this larger parcel by Cleo Marion Denton and Sherman J Denton is recorded as an Indenture under Reception No. 167694. In 1948, all of section 30 is described in a warranty deed as part of a much larger parcel, owned by the same people as the indenture in 1945.

A search of book-page numbers listed in the legal description reveals that the legal description has not changed since the first record in October of 1972. Senate Bill 35, which required counties to pass regulations to require an approval process for the creation of parcels smaller than 35 acres was passed on May 5, 1972. Huerfano County adopted subdivision regulations on September 11, 1972. The deed for this property was notarized on October 5, 1972; it is, therefore, assumed that this represents a non-conforming lot.

331-830 – September (no date on deed, notarized October 5), 1972 Quitclaim Deed, Cleo Marion Denton and Sherman J Denton sold the parcel in its current form to Alma R Kimbrel and John N Kimbrel.



Based on the legal description of this parcel, it is a rectangular-shaped parcel with north-south sides measuring 290.2 ft and east-west sides measuring 300.2 ft., implying that a portion of this parcel is on the south side of 550, and its appearance is not as it is depicted on the Assessor's map above. The parcel outlined in white approximates the legal description. It is possible that both 550 and 570 intersect this parcel, making the area of the parcel outside the right-of-way less than the two acres described in the legal description, which does not mention the County roads.

The nearest dwellings to this property are to the southeast – one at approximately 450 ft from the intersection of 550 and 570, the other approximately 1400 ft. from the intersection. To the southwest, there is another residence approximately 2,400 ft from the intersection. To the northeast, there is another dwelling approximately 1200 ft. away.