

AGRICULTURAL STRUCTURE EXEMPTION FROM THE BUILDING CODE

I, BRIAN HOLLOWAY / OWNER / MARY SKEETER LLC **AFFIDAVIT**, have applied for approval of an agricultural structure exemption from the Building Code for the purposes stated under the file number listed above. Under this Agricultural Structure Exemption from the Building Code application file number and being duly sworn on oath deposes and says:

I, as applicant, owner and hold title to the following described real property (hereinafter referred to as "the PROPERTY"):

3250 SLOCUM RD Street Address

N2S2NW4NE4, S2S2N2NE4 SEC 35-13-64 Legal Description

43350-00-015 Assessor Tax Schedule Number

El Paso County, Colorado

I hereby acknowledge and agree to the following:


Pursuant to Section 1.15 of the El Paso County Land Development Code, I understand that an agricultural structure, for the purpose of determining an agricultural structure exemption from the Building Code, shall be used for the sole purpose of providing shelter to livestock (including hen chickens) or for the storage of the feed and equipment relating to the care, training, raising, and/or maintenance of the livestock (including hen chickens) or for the storage of agricultural products associated with horticultural, dairy, livestock, hen chickens, as well as other products customarily produced on a farm or ranch, or for the shelter of agricultural implements and machinery such as tractors, plows, harrows, fertilizer spreaders, seeders, balers, harvesters, and similar agricultural implements and machinery when used as part of a farming or ranching operation, as intended in C.R.S. 30-28-201(1).

I attest the information provided on the Agricultural Structure Exemption from the Building Code application is accurate and demonstrates an agricultural use on the PROPERTY. An agricultural structure shall not be exempt from obtaining a building permit unless an affidavit is signed and recorded in the Office of the El Paso County Clerk and Recorder whereby I, as the Owner, acknowledge and agree that the agricultural structure shall not be converted to a use other than an agricultural use without obtaining all applicable permits and approvals. Such permits and approvals will, at a minimum, include:

- Building permit(s) from the Pikes Peak Regional Building Department; and
- Site Plan approval from the El Paso County Planning and Community Development Department


By signing this affidavit, I authorize inspections pursuant to the El Paso County Land Development Code by the El Paso County Planning and Community Development Department for the purpose of verifying the use of the structure as an agricultural building and compliance with the building code. I understand that if I refuse inspection of the structure or if an inspection reveals the use of the structure is not solely for agricultural purposes; the Planning and Community Development Director may schedule a hearing before the Board of County Commissioners and request that the Board revoke or rescind approval of this application and a building permit will therefore be required. This affidavit shall be recorded with the El Paso County Clerk and Recorder and shall be binding for the PROPERTY on all successors' heirs and assigns.

I, BRIAN HOLLOWAY, being duly sworn, state that the foregoing facts and contents of this application for an agricultural structure exemption from the Building Code are true and correct to the best of my knowledge, information, and belief.

Signature 

State of Colorado
County of EL PASO

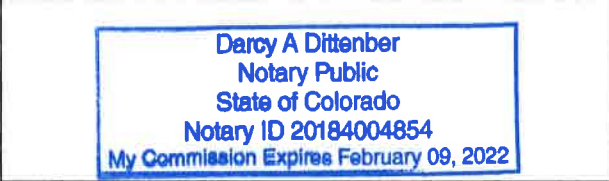
Signed before me on June 26, 2019
by Brian Holloway (name(s) of individual(s) making statement).



(Notary's official signature)
NOTARY PUBLIC

(Title of office)
FEB 09, 2022

(Commission Expiration)



I, _____, being duly sworn, state that the foregoing facts and contents of this application for an agricultural structure exemption from the Building Code are true and correct to the best of my knowledge, information, and belief.

Signature

State of _____
County of _____

Signed before me on _____, 20____
by _____ (name(s) of individual(s) making statement).

(Notary's official signature)

(Title of office)

(Commission Expiration)



**THE OPERATING AGREEMENT
OF
SKEETER, LLC**

A COLORADO LIMITED LIABILITY COMPANY

EMPLOYER IDENTIFICATION NUMBER 82-2819590

(c) No Interest

If a Member does not withdraw all or any portion of the Member's share of any cash distribution made pursuant to subsection (a), the Member may not receive any interest on that portion of the distribution not so withdrawn, or on any additional Membership Interest, unless all Members agree.

**ARTICLE SIX
MANAGEMENT OF THE COMPANY**

Section 6.01 Management by Members

The Members will manage the Company. The Members may manage the Company by majority, or may appoint one or more "Manager Principals" to represent the Members in managing the Company. For purposes of this Agreement, the Members acting by majority to manage the Company or the Manager Principals will be referred to collectively as the "Managing Member", whether one or more.

Managing Members must act in good faith, with the care that an ordinarily prudent person in a similar position would exercise under similar circumstances, and in a manner the Managing Member reasonably believes to be in the best interests of the Company.

Section 6.02 Day-to-Day Management

The Managing Member may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. Subject to the restrictions in Section 6.08, the Managing Member may exercise all powers of the Company and do anything that is not reserved by the Members as specified in the Articles of Organization, in this Agreement, or in the Act.

Section 6.03 Appointment of Officers

If authorized by a majority of the Members, the Managing Member may appoint officers and define their function and authority. Officers may but need not be a Member or Managing Member. Any appointment and assignment of function or authority will be made in writing and kept with the records of the Company.

Section 6.04 Execution of Documents

The Managing Member may execute any instruments, contracts, agreements, or other documents providing for the acquisition, encumbrance, or disposition of property of the Company.

Section 6.05 Managing Member as Agent

Unless specifically prohibited by the Articles of Organization, each Managing Member serves as an agent of the Company for the purpose of conducting business on behalf of the Company. As agent, the Managing Member may bind the company unless the Managing Member's action violates the terms of the Articles of Organization, this Agreement, or the

Act, or unless third parties dealing with the Managing Member reasonably believe that the Managing Member does not have authority to act.

Section 6.06 No Authority of Individual Members

No individual Member is an agent of the Company, and no Member other than a Managing Member may make any contracts, enter into any transactions or make any commitments on behalf of the Company.

Section 6.07 Non-Liability of Members for Acts or Omissions in Their Managerial Capacity

To the extent permitted by Colorado law, all Members are released from liability for damages and other monetary relief on account of any act, omission, or conduct in the managing the Company. This release does not protect any Member from being required by a court to purchase the Membership interest of another Member who successfully contends that the Member committed actionable oppressive acts to the prejudice of the other Member. No amendment or repeal of this provision affects any liability or alleged liability of any Member for acts, omissions, or conduct that occurred before the amendment or repeal.

Section 6.08 Limitations on Rights and Powers

Unless authorized by the unanimous written agreement of the Members, no Member, Managing Member, nor any other officer of the Company may:

Enter into or commit to any agreement, contract, commitment or obligation on behalf of the Company obligating any Member to find additional capital, to make or guarantee a loan or to increase a Member's personal liability either to the Company or to third parties;

Receive or permit any Member to receive any fee or rebate, or to participate in any reciprocal business arrangements that would conflict or compete with the business of the Company or otherwise contradict the intent of this Agreement;

Materially alter the Business of the Company or deviate from any approved business plan of the Company;

Permit the Company's funds to be commingled with the funds of any other Person;

Do any act that contradicts this Agreement;

Do any act which would make it impossible to carry on the Business of the Company;

Confess a judgment against the Company;

Possess Property, or assign rights in specific Property, for other than a Company purpose;

Admit any person as a Member, except as otherwise provided in this Agreement;


Section 6.09 Specific Powers

In pursuing its lawful purposes, the Company, in addition doing all things that limited liability companies are permitted to do under the Act, may acquire, hold, rent, lease, sell, convey, exchange, convert, improve, repair, manage, control, invest, and reinvest the funds of the Company in every kind of real and personal property, both tangible and intangible,

IN WITNESS WHEREOF, the Member has executed this Operating Agreement as of date of the last Member to sign below.

MEMBER:

BJH Holdings, LLC



Brian Holloway, Manager

Date

