

DISTRICT COURT, MORGAN COUNTY, COLORADO

Morgan County Justice Center
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CASE NUMBER: 2024CV30017

Plaintiff: BOARD OF COUNTY
COMMISSIONERS OF THE
COUNTY OF MORGAN,
COLORADO,

v.

Defendant: PRAIRIE VIEW RANCH PARTNERS
LLC, a Colorado limited liability
company,

and

▲COURT USE ONLY▲

Intervenor: HARRISON HOMES, LLC, a Colorado
limited liability company.

Attorneys for Intervenor Harrison Homes, LLC:

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Case Number: 24 CV 30017

Division: D

COMPLAINT

Intervenor Harrison Homes, LLC ("Harrison Homes"), by and through its undersigned counsel, Otis & Bedingfield, LLC, respectfully submits the following Complaint against Defendant Prairie View Ranch Partners LLC:

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Morgan County (the "County") is a Colorado county and political subdivision of the State of Colorado, organized and existing in accordance with Title 30 of the Colorado Revised Statutes, with its principal offices located at 231 Ensign Street, Fort Morgan, Colorado 80701.

2. Defendant Prairie View Ranch Partners, LLC ("PVRP") is a Colorado limited liability company with its principal place of business in Morgan County, at 16415 Morgan County Road 28, Brush, Colorado 80723.

3. Harrison Homes is a Colorado limited liability company with its principal place of business in Morgan County, at 33 Stagecoach Lane, Fort Morgan, CO 80701.

4. Venue is proper in this Court pursuant to C.R.C.P. 98 because this action concerns real property located in Morgan County, Colorado.

5. Subject matter and personal jurisdiction are proper in this Court because all parties have transacted business in Colorado and because this action arises from the ownership, use, or possession of real property situated in Colorado; the commission of tortious acts within Colorado; and the transaction of business within Colorado within the meaning of C.R.S. § 13-1-124.

GENERAL ALLEGATIONS

6. Harrison Homes incorporates all preceding paragraphs as if fully set forth herein.

7. Harrison Homes is the fee simple owner of the following described real property situate in the County of Morgan, State of Colorado, described as Lot 34, Prairie View Ranch P.D (the "Property").

8. Harrison Homes is a developer and contractor who does extensive business within Morgan County. Harrison Homes works regularly with the County on permits and other development issues for projects in Morgan County.

9. In 2019, PVRP owned the Property.

10. In 2019, Fred Gibbs, as an authorized agent of PVRP, applied for and obtained a building permit from Morgan County for the Property.

11. In October 2019, Mr. Gibbs provided a letter to the County that water for the Property will be provided from a water tap purchased from the Prairie View Ranch Water District LLC (the "District").

12. At the same time, Fred Gibbs also controlled the District, which handles the water system supplying the subdivision where the Property is located.

13. At the same time, PVRP was pursuing building permits on at least six other lots in the same subdivision as the Property. PVRP involved Harrison Homes in the construction of homes on some or all of these lots. The County also involved Harrison Homes in correspondence concerning permits for those lots.

14. PVRP thereafter constructed a foundation for a modular home on the Property and built a separate garage.

15. Mr. Gibbs and the principal of Harrison Homes, Daniel Harrison, worked closely together on several developments in Morgan County.

16. In late 2019 and throughout 2020, Mr. Gibbs was growing tired of developing homes and working with the County on the same, and wanted to step back from those activities.

17. In late 2020 or early 2021, Mr. Gibbs and Mr. Harrison agreed that PVRP would sell the Subject Property to Harrison Homes for \$123,000, with the mutual understanding that Harrison Homes would place a modular home on the foundation, and then sell it to a third party. For cash flow concerns, they agreed that Harrison Homes could pay PVRP for the lot when it closed with the third-party buyers.

18. Mr. Gibbs represented to Harrison Homes at this time that PVRP had already obtained a valid building permit from the County, and promised that Harrison Homes could place a modular home on the Property. Mr. Gibbs represented and promised to Harrison Homes that, if there were any permitting issues with the County that needed to be addressed, he would correct them on behalf of PVRP or the District as necessary, so as not to jeopardize the sale to Harrison Homes' third-party buyer.

19. Given PVRP and Harrison Homes history, relationship and past course of performance, Harrison Homes reasonably relied on Mr. Gibbs' representations and promises.

20. With PVRP's knowledge and consent, in reliance on Mr. Gibb's representations and promises, and as partial performance of the agreement with PVRP and the District, Harrison Homes placed a modular home on the existing foundation on the Property.

21. On January 4, 2021, Harrison Homes and PVRP entered a Contract to Buy and Sell Real Estate (Land) for the Property (the "Prairie View PSA").

22. The Prairie View PSA states, "[t]he parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows: One prairie view ranch water district tap."

23. On January 6, 2021, Harrison Homes entered a Contract to Buy and Sell Real Estate with Danielle Hembree and Brent Galloway for the Property (the "Hembree PSA").

24. Both the Prairie View PSA and the Hembree PSA were prepared and executed in part to assure the third-party buyers that Harrison Homes was capable of selling the Property to them, and not to otherwise memorialize the larger agreement between PVRP, the District, and Harrison Homes for the Property.

25. Mr. Gibbs was aware of the Hembree PSA before it was executed, and assured Harrison Homes it would perform as agreed to allow the Hembree PSA to close.

26. Harrison Homes entered into the Hembree PSA as partial performance of its larger agreement with PVRP and the District. Harrison Homes entered into the Hembree PSA as action induced by PVRP and the District's express promises.

27. The Prairie View PSA specified a closing date of April 30, 2021.

28. The Hembree PSA specified the same closing date of April 30, 2021.

29. On April 15, 2021, however, Fred Gibbs died.

30. The death of Mr. Gibbs caused internal turmoil and a fight for ongoing governance and control of the District and PVRP. Following Mr. Gibbs' death, no other representative of the District or PVRP was immediately available to perform as promised regarding Harrison Homes' sale the Property to a third-party buyer. Upon information and belief, other residents of the development attempted to seize control of PVRP and the District following Mr. Gibbs' death.

31. Unbeknownst to Harrison Homes, the County had notified PVRP in February 2021 that PVRP had not completed certain obligations under the governing Declaration of Protective and Restrictive Covenants, and that a hold on building permits could result if not promptly corrected.

32. On or around May 25, 2021, Harrison Homes submitted a building permit application for the Property in anticipation of installing a modular home on the Property.

33. On May 28, 2021, the Colorado Division of Housing issued an Installation Authorization to Harrison Homes for a manufactured house to be installed at the Property.

34. During this same time, upon information and belief, other residents of the development were applying extreme pressure to Morgan County, because they claimed the water

system controlled by the District was inadequate and created life, safety, and health issues to the public.

35. On or about May or June 2021, Harrison Homes installed the modular home on the Property. Harrison Homes was intimately familiar with the County's process for building permits, and expected that the application would be approved, or if there were any deficiencies, Harrison Homes would be able to promptly cure those deficiencies to the County's satisfaction, as had been done multiple times prior on other projects.

36. On June 24, 2021, the County sent PVRP a Notice of Violation related to PVRP's failure to take certain actions related to the larger development and unspecified to the Property. The County notified PVRP that "no further permits, including building permits, will be processed or issued by the County for lots within the Prairie View Ranch PD until the violations outlined have been adequately addressed to the County's satisfaction."

37. On June 28, 2021, the County sent PVRP a Notice of Violation stating that PVRP had committed violations of the County's laws by constructing a residence and garage without applicable permits on the Property and also stating, "[t]his property is under a separate notice of violation, dated June 24, 2021 and no building permits will be issued until the violations under that notice of violation are resolved. No further construction is permitted."

38. Also on June 28, 2021, Morgan County issues a Stop Work Order citing IRC R105.1 and stating, "[t]he owner or authorized agent has failed to obtain proper permit requirement. No building permit has been obtained the above referenced property and two structures are under construction on the property."

39. Harrison Homes performed no further construction on the Property following the Stop Work Order.

40. John Pearson, who then represented to Harrison Homes he had authority to act for PVRP and the District following Fred Gibbs' death, again promised Harrison Homes that PVRP would cure the violations and cause the stop work order to be lifted and a building permit issued, so that Harrison Homes could sell the Property to a third-party buyer consistent with the already-partially performed agreement between PVRP, the District, and Harrison Homes.

41. On July 26, 2021, Harrison Homes and PVRP entered an Agreement to Revive Contract in reference to the Prairie View PSA.

42. On July 26, 2021, Harrison Homes and PVRP entered an Agreement to Amend/Extend Contract, amending the agreement to state, "Buyer and seller agree to extend land contract as needed to accommodate the forming of HOA in order to rectify no build order from Morgan county."

43. On August 12, 2021, the County notified Harrison Homes that it would be appointing new directors for the District on September 7, 2021.

44. Also in August 2021, the County notified PVRP it had failed to turn over the water delivery system and all assets of the District in anticipation of a new board. PVRP never fully disclosed this to Harrison Homes.

45. On August 20, 2021, Harrison Homes and PVRP entered an additional Agreement to Amend/Extend for the Prairie View PSA, amending the closing date to be "on or before October 1, 2021[.]"

46. PVRP represented to Harrison Homes that it had cured the stop work order violations, and that a building permit could be obtained for the Property. PVRP never fully disclosed to Harrison Homes the growing issues over control of the District.

47. On or around September 9, 2021, PVRP submitted a building permit application with Morgan County. The building permit application was signed by Doryea Gibbs on behalf of PVRP and Daniel Harrison on behalf of Harrison Homes.

48. On September 14, 2021, Morgan County notified PVRP that the building permit application was incomplete and that proof of water supply must be submitted to process the application.

49. A representative of Harrison Homes on September 16, September 17, and September 22 requested such proof from the District.

50. On September 23, 2021, the District responded that, due to an emergency situation, they would not be able to supply such proof. The District refused to perform the binding promise Mr. Gibbs made on behalf of the District to Harrison Homes concerning resolving all permit issues to allow Harrison Homes to sell to a third-party buyer.

51. On or around October 1, 2021, Morgan County issued a Notice of Violation to PVRP notifying PVRP that no building permits for structures requiring water will be issued for the Property.

52. Thereafter, PVRP represented that it had engaged counsel to fix the water issues. To facilitate fixing the water issues and resolve the permit issues with the County, PVRP told Harrison Homes it needed to sign an Earnest Money Release. In October 2021, PVRP and Harrison Homes signed such an Earnest Money Release with the mutual intent that PVRP needed more time to fix the water issues, but that it would still sell the Property to Harrison Homes once it was able to resolve those issues.

53. The Earnest Money Release did not terminate the larger, re-affirmed agreement that PVRP would resolve all permit issues to allow Harrison Homes to sell the Property to a third-party buyer.

54. PVRP's continued attempts to perform the agreement with Harrison Homes are demonstrated by an email on January 14, 2022, from John Pearson, stating,

"Danny: Here is where we are at. We received a letter from Pam Cherry in about Late August of 2021 representing Morgan Cty stating that PV Ranch Partners were in violation of turning over the water delivery system and all assets of the water district to the PV water district. It took us along time to verify the costs of what [Fred Gibbs] and I had spent building the water system plus all the bills we had paid over the years. The reason we did that is that the new water board claims we owe them money for all the water taps that were installed over the years. We countered back with a written documentation of all the expenses we paid building the water infrastructure and that we would immediately turn over the entire water delivery system with some confidential conditions. It has now been about two and one half months since we presented our proposal. We have just recently had our attorney contact the water district asking them to respond ASAP. My guess is that they are having a very difficult time figuring out how to reply to our proposal. It is only a guess but I think we might get a reply in the next 3 or 4 weeks and then we will have to decide if we can agree to what they have come up with. As you know there are members on the new water district board who do like you and could probably care less about your situation.

John Pearson[.]" (emphasis added).

55. Mr. Pearson would not be engaging in the efforts described in the email, or communicating with Mr. Harrison regarding the same, if all agreements between Harrison Homes and PVRP were terminated, released, and resolved by the Earnest Money Release.

56. Throughout 2022 and part of 2023, PVRP represented to Harrison Homes that it was still working to fix the water issues so that a building permit could be issued. In reliance, Harrison Homes forbore further action on the Property to give PVRP time to fulfill its promises.

57. On or around October 6, 2023, the County's Planning Department and Building Department sent PVRP a Notice of Violation stating, "[d]ue to the notice of violation dated October 1, 2021, no building permits for structures requiring water will be issued for [the Property] until

the violations under that notice of violation are resolved." The October 6, 2023, Notice of Violation also orders the removal of the manufactured home on the Property within a period of thirty (30) days and also states that, within thirty (30) days of the date of the notice, PVRP must obtain a zoning permit for the garage on the property if it does not require water or remove it.

58. On November 2, 2023, Morgan County sent PVRP a letter stating that, "[...] the County issued a notice of violation to you dated October 6, 2023 regarding the residence and garage on [the Property]." The November 2, 2023 letter also states, "[t]he County is willing to extend the deadline for compliance to December 29, 2023 if the following are provided no later than November 27, 2023: 1. A detailed plan from an engineer to obtain design approval from the CDPHE for the water system and an explanation of what communication you have had with the Board of Directors for the Water District regarding obtaining state approval for the design of the system. This includes the two wells, tanks, pumps and lines. 2. A detailed plan for the Water District to obtain ownership or possession of the water rights/wells that were intended to serve the planned development."

59. Between 2020 and 2023, and after the Earnest Money Release was executed, PVRP and the District, through its agents, represented to and promised Harrison Homes that it would convey the Property to Harrison Homes so it could sell to a third-party buyer, and that it would promptly address and cure all permitting issues with the County.

60. PVRP, however, failed to do so, and engaged in repeated and prejudicial delay in performance that resulted in the County on March 29, 2024, filing its Verified Complaint for Injunctive Relief seeking, among other things, an order from this Court that PVRP remove or demolish Harrison Homes' manufactured home on the Property.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

61. Harrison Homes incorporates all preceding paragraphs as if fully set forth herein.

62. Harrison Homes, PVRP, and the District agreed that:

- a. Harrison Homes would purchase the Property for the price of \$123,000,
- b. Harrison Homes was authorized install a home on the foundation on the Property, which it could then sell to a third-party buyer, and
- c. PVRP and the District would correct and cure within a reasonable time all permitting issues preventing Morgan County from issuing a building permit for the Property to enable the third-party sale.

63. Harrison Homes substantially performed the agreement by installing the home on the Property and engaging in good faith efforts to assist with curing permitting issues and violations following Fred Gibbs' death.

64. PVRP failed to perform the agreement by, among other things, failing to correct and cure within a reasonable time all permitting issues, preventing Morgan County from issuing a building permit for the Property to enable the third-party sale.

65. As a direct and proximate result of PVRP's failure to perform, Harrison Homes has suffered damages in an amount to be proven at trial.

66. Harrison Homes is entitled to judgment in its favor against PVRP for all damages and losses sustained as a result of PVRP's breach of contract, plus pre- and post-judgment interest, attorney's fees, and costs as allowed law.

SECOND CLAIM FOR RELIEF
(Breach of Implied Covenant of Good Faith and Fair Dealing)

67. Harrison Homes incorporates all preceding paragraphs as if fully set forth herein.

68. PVRP breached the covenant of good faith and fair dealing implied in the agreement between Harrison Homes and PVRP by: (1) failing take actions that would have allowed it to convey a Prairie View Ranch Water District water tap when it conveyed the Property to Harrison Homes; and (2) by failing to take actions to remedy the violations identified by the County in October 2021 and October 2023, which, if addressed, would have allowed PVRP to convey a Prairie View Water District water tap to Harrison Homes.

69. As a direct and proximate result of PVRP's breach of the implied covenant of good faith and fair dealing, Harrison Homes has suffered damages in an amount to be proven at trial.

70. Harrison Homes is entitled to judgment in its favor against PVRP for all damages and losses sustained as a result of PVRP's breach of the implied duty of good faith and fair dealing, plus pre- and post-judgment interest, attorney's fees, and costs as allowed law.

THIRD CLAIM FOR RELIEF
(Fraudulent Misrepresentation)

71. Harrison Homes incorporates all preceding paragraphs as if fully set forth herein.

72. Between 2021 and 2023, PVRP misrepresented to Harrison Homes that it was able to resolve the Notices of Violations and permitting issued established by Morgan County.

73. Between 2021 and 2023, PVRP did not disclose to Harrison Homes the scale or nature of the issues raised in the Notices of Violation issued by Morgan County, particularly with respect to the water system and issues raised by the CDHPE.

74. Between 2021 and 2023, PVRP did not disclose to Harrison Homes that PVRP, Prairie View Ranch PD, and Prairie View Ranch Water District could not resolve the issues raised by the Notices of Violations issued by Morgan County, particularly with respect to the water system, the conveyance of water systems assets, money owed by PVRP to Prairie View Ranch Water District, and issues raised by the CDHPE.

75. At the time that the January 4, 2021 Contract to Buy and Sell Real Estate and the oral and/or written modifications were entered in 2021, it was a fraudulent misrepresentation for PVRP to state that Prairie View Ranch Water District tap would be conveyed with the Property when in fact PVRP had no basis to state to Harrison Homes that PVRP had a water tap that would be conveyed with the Property at the closing, and that it would be able to resolve particularly with respect to the water system, the conveyance of water systems assets, money owed by PVRP to Prairie View Ranch Water District, and issues raised by the CDHPE.

76. Between 2021 and 2023, PVRP misrepresented to Harrison Homes that PVRP had a water tap that would be conveyed with the Property at the closing, and that it would be able to resolve particularly with respect to the water system, the conveyance of water systems assets, money owed by PVRP to Prairie View Ranch Water District, and issues raised by the CDHPE.

77. Harrison Homes reasonably expected that PVRP would convey a water tap s statd as stated by PVRP's agents prior to the execution of the January 1, 2024, Contract to Buy and Sell Real Estate, is stated in the January 1, 2024 Contract to Buy and Sell Real Estate itself.

78. Harrison Homes reasonably expected that PVRP would resolve the issues with the water system and raised by Morgan County and the CDHPE and money owed by PVRP to Prairie View Ranch Water District based on PVRP's express representations between 2021 and 2023 that it would.

79. Relying upon PVRP's misrepresentations regarding the aforementioned issues, Harrison Homes began to construct the manufactured home in 2021, and, but for the delay in resolution of the issues with the water system and raised by Morgan County, and the CDHPE and money owed by PVRP to Prairie View Ranch Water District. The manufactured home now is

subject to an enforcement action by Morgan County in which Morgan County seeks to have the manufactured home removed or destroyed.

80. Harrison Homes was justified in relying on PVRP's misrepresentations regarding PVRP's ability to resolve the aforementioned issues.

81. As a direct and proximate result of these fraudulent misrepresentations, Harrison Homes has suffered harm.

82. Harrison Homes is entitled to judgment in its favor against PVRP for all damages and losses sustained as a result of PVRP's fraudulent misrepresentation, plus pre- and post-judgment interest, attorney's fees, and costs as allowed by law.

FOURTH CLAIM FOR RELIEF
(Fraudulent Inducement)

83. Harrison Homes incorporates all preceding paragraphs as if fully set forth herein.

84. In January, April, July and August 2021, PVRP and Harrison Homes entered the January 4, 2021 Contract to Buy and Sell Real Estate, as well as amendments, extensions, modifications, and revivals of the same pertaining to the purchase and sale of the Property and the installation of the manufactured home that is on the Property.

85. Prior to the execution of the contracts in January, April, July, and August 2021, PVRP by and through its agents, including John Pearson, made misrepresentations of material fact to Harrison Homes and its agents that PVRP would convey a water tap with the Property, when in fact PVRP did not intend to convey the Property to Harrison Homes and PVRP did not in fact have a Prairie View Ranch Water District water tap to convey when it conveyed the Property to Harrison Homes.

86. Prior to the execution of the contracts in July and August 2021, PVRP by and through its agents, including John Pearson, fraudulently induced Harrison Homes to enter those

contracts by misrepresenting that PVRP would be able to resolve the issues with respect to the water system raised by Morgan County and the CDHPE.

87. Relying upon PVRP's misrepresentations that it would convey a Prairie View Ranch Water District water tap with the Property, Harrison Homes entered the contracts described above with PVRP in January, April, July, and August 2021; began to construct the manufactured home on the Property; and made provision for the sale of the Property to Danielle Hembree and Brent Galloway.

88. Harrison Homes justifiably relied on that PVRP's misrepresentations that PVRP would convey a Prairie View Ranch Water District water tap, as PVRP represented that it would provide a Prairie View Ranch Water District water tap to the Property with its conveyance in the January 1, 2021 Contract to Buy and Sell Real Estate.

89. Harrison Homes justifiably relied on that PVRP's misrepresentations that PVRP would convey the Property to Harrison Homes with a Prairie View Ranch Water District water tap, as PVRP communicated to Harrison Homes that it would resolve the issues later raised by the County as violations which ultimately prevented Harrison Homes' from completing construction of its manufactured home on the Property, and subsequently, selling the Property and the manufactured home for a profit.

90. As a direct and proximate result of PVRP's fraudulent inducement, Harrison Homes has suffered harm.

91. Harrison Homes elects to affirm the January 4, 2021 Contract to Buy and Sell Real Estate and the oral and/or written modifications to the same and is entitled to judgment in their favor against PVRP for all damages and losses sustained as a result of PVRP's fraudulent

inducement, plus pre- and post-judgment interest, attorney's fees, and costs as allowed by the January 4, 2021 Contract to Buy and Sell Real Estate and by law.

FIFTH CLAIM FOR RELIEF

(Alternative Claim - Promissory Estoppel)

92. Harrison Homes incorporates all preceding paragraphs as if fully set forth herein.

93. Between 2021 and 2023, PVRP promised Harrison Homes that PVRP would: (1) convey the Property; and (2) convey a water tap with the Property; (3) resolve the issues with the water system raised by Morgan County and the CDHPE; (4) resolve issues caused by moneys owed by PVRP to Prairie View Ranch Water District.

94. PVRP should have reasonably expected that based on these promises, Harrison Homes would take action or forbearance on the same.

95. Harrison Homes reasonably relied on the promises to its detriment, as Morgan County initiated an enforcement action to have the manufactured home removed or destroyed.

96. The promises that PVRP made must be enforced to prevent injustice, as PVRP should not be allowed to escape liability for not performing the aforementioned promises.

97. Harrison Homes is entitled to judgment in its favor against PVRP for all damages and losses due to application of the principle of promissory estoppel, plus pre- and post-judgment interest, attorney's fees, and costs as allowed by law.

SIXTH CLAIM FOR RELIEF

(Alternative Claim- Unjust Enrichment)

98. Harrison Homes incorporates all preceding paragraphs as if fully set forth herein.

99. PVRP received a benefit from Harrison Homes in the form of improvements to the Property, including, without limitation, the installation of the manufactured home.

100. PVRP's enrichment in the form of the manufactured home on the Property comes at the expense of Harrison Homes, which has expended significant resources to install the manufactured home, make other improvements to the Property, and to sell the property to a third-party purchaser.

101. The circumstances are such as that it would be unjust for PVRP to retain the benefit without commensurate compensation to Harrison Homes, as Harrison Homes' manufactured home is a valuable asset of Harrison Homes that Harrison Homes would not have installed but for the assurances but for certain assurances made by PVRP that it would convey a Prairie View Ranch Water District water tap and resolve issues raised by Morgan County and the CDHPE that prevented Harrison Homes from obtaining a building permit and being conveyed the Property.

102. Harrison Homes is entitled to judgment in its favor against PVRP for all damages and losses sustained as a result of PVRP's unjust enrichment at Harrison Homes' expense, plus pre- and post-judgment interest, attorney's fees, and costs as allowed by law.

**SEVENTH CLAIM FOR RELIEF
(C.R.C.P. 105 Quiet Title)**

103. Harrison Homes incorporates all preceding paragraphs as if fully set forth herein.

104. Harrison Homes is the fee simple owner of the Property.

105. Harrison Homes is the sole and superior owner of the Property.

106. Harrison Homes acquired title to the Property through partial performance of its agreement with PVRP. Harrison Homes is this entitled to specific performance and to adjudicated the owner of the Property.

107. Pursuant to C.R.C.P. 105, Harrison Homes is entitled to a complete adjudication of the rights of all parties to this action with respect to the Property and a decree quieting title in Harrison Homes' favor.

WHEREFORE, Harrison Homes requests that the Court enter judgment on all claims as requested herein, plus pre- and -post judgment interest, attorney fees, and costs as allowed by law and contract; and that the Court enter such other and further relief that the Court deems just and proper.

Harrison Homes hereby demands a trial by jury.

Respectfully submitted this 3rd day of May 2024.

OTIS & BEDINGFIELD, LLC
Attorneys for Proposed Intervenor Harrison
Homes, LLC

/s/ Lia Szasz
By: Lia Szasz, #49631
Frederick Steimling, #55970