



TOWN OF ERIE

Community Development Department – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME:		
FILE NO:	DATE SUBMITTED:	FEES PAID:

PROJECT/BUSINESS NAME: SH7 Marketplace

PROJECT ADDRESS: NE Corner of Mountain View Boulevard and State Highway 7

PROJECT DESCRIPTION: Minor Subdivision Final Plat 17.59 acres of commercial property.

LEGAL DESCRIPTION *(attach legal description if Metes & Bounds)*

Subdivision Name: Vista Ridge (see attached legal)

Filing #:	Lot #:	Block #:	Section:	Township:	Range:
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OWNER *(attach separate sheets if multiple)*

Name/Company: SH7 Market Place

Contact Person: Andy Chaikovsky

Address: 4915 S. Gaylord St.

City/State/Zip: Englewood, CO 80113

Phone: 303-525-9700 Fax:

E-mail: achaikovsky@comcast.net

AUTHORIZED REPRESENTATIVE

Company/Firm: Marathon Land Company

Contact Person: James Spehalski

Address: 9750 W. Cambridge Place

City/State/Zip: Littleton, CO 80127

Phone: 303-920-9400 Fax:

E-mail: jspahalski@marathonlc.com

MINERAL RIGHTS OWNER *(attach separate sheets if multiple)*

Name/Company: (See attached sheet)

Address:

City/State/Zip:

MINERAL LEASE HOLDER *(attach separate sheets if multiple)*

Name/Company: (See attached sheet)

Address:

City/State/Zip:

LAND-USE & SUMMARY INFORMATION

Present Zoning: Commercial	Gross Site Density (du/ac): n/a
Proposed Zoning: Commercial	# Lots/Units Proposed: 9 Lots
Gross Acreage: 17.59 acres	Gross Floor Area: n/a

SERVICE PROVIDERS

Electric: United Power	Gas: Xcel
Metro District: Vista Ridge Metropolitan District	Fire District: Mountain View Fire Protection District
Water (if other than Town): Town	Sewer (if other than Town): Town

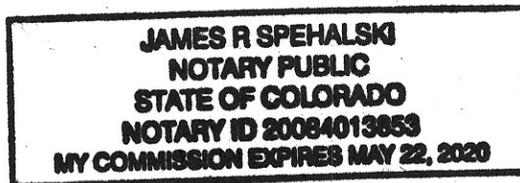
PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input checked="" type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	
		\$ 10,000.00	
All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.			

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: [Signature] Date: 5/25/16
 Owner: _____ Date: _____
 Applicant: _____ Date: _____

STATE OF COLORADO)
) ss.
 County of ARAPAHOE)
 The foregoing instrument was acknowledged before
 me this 25th day of May, 2016,
 by ANDY CHAIKOVSKY.



[Signature]
 Notary Public

My commission expires: _____
 Witness my hand and official seal.

SH7 Marketplace, Inc.
4915 South Gaylord Street
Cherry Hills Village, CO 80113

Wells Fargo Bank, N.A.
Colorado
23-7/1020

1010

PAY TO THE
ORDER OF

Town of Erie

\$ 2,000⁰⁰

Two Thousand and ⁰⁰/₁₀₀

DOLLARS



MEMO

⑈001010⑈ ⑆102000076⑆ 2165028701⑈

SH7 Marketplace, Inc.

1010

SH7 Marketplace, Inc.

1010

Security features included. Details on back

PROJECT NARRATIVE
May 26, 2016

VISTA RIDGE COMMERCIAL
VISTA RIDGE FILING NO. 14, 1ST AMENDMENT
ERIE, COLORADO

A. General Project Concept

State Highway Marketplace, Inc., is proposing to develop a 17.6 acre parcel of vacant land located at the NEC of Mountain View Boulevard and Hwy 7, in Erie, CO. Galloway and Company, Inc. is the authorized representative and design consultant for State Highway 7 Marketplace, Inc. for the purpose of obtaining Town of Erie Construction Plan and Final Plat approval and permits for construction of the proposed commercial/retail development.

An overall property boundary of approximately 17.5868 acres encompasses portions of the existing Parcel 32 and 33 of the Vista Ridge Final Plat. The site plan contains a total of 10 lots including a water quality/detention pond associated with the junior anchor parcel. The lots will be developed as individual pad sites at a later date and are not included as part of this project. The scope of this project is to overlot grade the entire site in anticipation of future pad sites, construct the utility mains that each pad will connect to, and construct the main private roadway which will provide access to the site.

The development will be served by two major access points, one along Mountain View Boulevard and one along the private driveway on the western edge of the King Soopers site which is currently under construction. A Traffic Impact Study prepared by Kimley-Horn & Associates has been included with the submittal packet.

Pedestrian access has been provided to the proposed development from Mountain View Boulevard, Ridge View Drive, and the private driveway. A future sidewalk will be extended along the southern side of the proposed private roadway as the pad sites are developed. Pedestrian connections will also be made to the adjacent Montex South property (Single Family Attached Community)

Town of Erie public works will serve the proposed lot for water and sewer. United Power is the service provider for electric and Xcel Energy is the service provider for natural gas. All utilities are available and are currently serving the site. Mountain View Fire Protection District will also serve this proposed development.

A final drainage plan and report has been included in this submittal package for Town review. The plan proposes a water quality and detention pond located at the northwest corner of the proposed junior anchor parcel. The rest of the site will be served by an existing water/quality/detention pond at the northwest corner of the site near the

intersection of Mountain View Boulevard and Ridge View Drive. This pond will be enlarged slightly to handle all of the runoff from the site.

B. Compliance with Five Approval Criteria of MC Title 10-UDC

- 1. Meets land use designation for commercial use. The project will also be integrated into the existing and proposed roadway network outlined in the comp. plan.*
- 2. The final plat is consistent with the boundaries outlined for this general commercial portion of the Vista Ridge master plan. The proposed site plan has been designed to coordinate internal drive lanes and access points that will work with the remaining portions of this retail area to the west of the property. Thus creating the ability to establish an overall cohesive commercial center from Mountain View Blvd. to Sheridan Parkway.*
- 3. The site plan has been prepared in general conformance with the Town of Erie Zoning regulations and design standards. Setbacks, landscape %'s, parking layouts, etc. will be evaluated as pad sites within the development are submitted.*
- 4. No adverse impacts from the proposed development are anticipated.*
- 5. The proposed development will be compatible with the surrounding land uses as this site is bound on both the west and east by commercial areas and on the north by the Montex South site (single family attached) and a school, which provides a buffer from the residential development further north.*

C. Architecture

The proposed site architecture will adhere to the Town of Erie and the Vista Ridge architectural design standards. As pad sites develop, the building architecture will be submitted and approved for each site.

D. Project Schedule/Phasing

Construction of the proposed development is anticipated to begin in the Summer of 2016 with construction completing in the by the end of 2016. Pad sites will begin construction towards the end of 2016 and into 2017. The full 17.6 acres of on-site improvements are intended to be constructed in a single phase.

E. Residential Units

No residential units are proposed with this development.

F. Ownership/Maintenance of public/common areas

State Highway 7 Marketplace, Inc. will own all 17.6 acres. All necessary easements are shown on the proposed plat and will be granted by plat or separate documents for utilities, signs, drainage tracts, etc.

Covenants and Restrictions – State Highway 7 Marketplace, Inc. will be developing a Real Estate Covenants and Restrictions agreement that will cover the proposed entire subdivided property.



Customer Distribution

Our Order Number: ABC25140142.2

Date: 07-27-2016

Property Address: MONTEX VISTA RIDGE NA

For Title Assistance
SCOTT BENNETTS
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4175 (phone)
303-393-4842 (fax)
sbennetts@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

MARATHON LAND
Attention: JAMES SPEHALSKI
9750 CAMBRIDGE ST
LITTLETON, CO 80127
720-371-4116 (phone)
303-920-9400 (work)
303-795-2879 (work fax)
jspehalski@marathonlc.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABC25140142.2

Date: 07-27-2016

Property Address: MONTEX VISTA RIDGE NA

Buyer/Borrower:

Seller: SH7 MARKETPLACE, INC., A COLORADO CORPORATION

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	To Be Determined
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	To Be Determined
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC25140142.2

Customer Ref-Loan No.:

Property Address:

MONTEX VISTA RIDGE NA

1. Effective Date:

05-10-2016 At 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

To Be Determined

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

SH7 MARKETPLACE, INC., A COLORADO CORPORATION

5. The Land referred to in this Commitment is described as follows:

PARCEL A:

LOT 2, VISTA RIDGE FILING NO. 12, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

TRACT A2, VISTA RIDGE FILING NO. 12, 1ST AMENDMENT FINAL PLAT, COUNTY OF WELD, STATE OF COLORADO.

PARCEL C:

TRACTS A AND C, VISTA RIDGE FILING NO. 14, COUNTY OF WELD, STATE OF COLORADO.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABC25140142.2

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

**Old Republic National Title Insurance Company
Schedule B-2**

(Exceptions)

Order Number: ABC25140142.2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:
 - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
 - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
 - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED JUNE 04, 1902, IN BOOK 201 AT PAGE [16](#).

MINERAL DEED RECORDED NOVEMBER 3, 1972 AT RECEPTION NO. [1602712](#) IN BOOK 681;
AND

RELINQUISHMENT AND QUIT CLAIM RECORDED AUGUST 21, 2000 AT RECEPTION NO. [2788395](#);
AND

SURFACE USE AGREEMENT RECORDED AUGUST 21, 2000 AT RECEPTION NO. [2788394](#) AND
AMENDED NOVEMBER 15, 2004 AT RECEPTION NO. [3235488](#);

AND

REQUEST FOR NOTIFICATION RECORDED MAY 28, 2002 AT RECEPTION NO. [2954455](#).

(AFFECTS ALL PARCELS)

10. OIL AND GAS LEASE RECORDED NOVEMBER 30, 1972 UNDER RECEPTION NO. [1602713](#) IN BOOK 681 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25140142.2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

NOTE: EXTENSION OF THE ABOVE LEASE AS CLAIMED BY AFFIDAVIT OF PRODUCTION WAS RECORDED DECEMBER 07, 2000 UNDER RECEPTION NO. [2811882](#).

(AFFECTS ALL PARCELS)

11. TERMS, CONDITIONS AND PROVISIONS OF CERTIFICATE OF ORGANIZATION FOR THE NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY RECORDED JUNE 30, 1999 AT RECEPTION NO. [2703636](#) AND RE-RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. [2733705](#).

(AFFECTS ALL PARCELS)

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY ORDINANCE NO. 696 RECORDED AUGUST 30, 2000 AT RECEPTION NO. [2790549](#).

(AFFECTS ALL PARCELS)

13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 704 RECORDED AUGUST 30, 2000 AT RECEPTION NO. [2790550](#).

(AFFECTS ALL PARCELS)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED SEPTEMBER 15, 2000 AT RECEPTION NO. [2793930](#) AND RE-RECORDED DECEMBER 8, 2000 AT RECEPTION NO. [2812291](#).

(AFFECTS ALL PARCELS)

15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE VISTA RIDGE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 08, 2001, UNDER RECEPTION NO. [2817763](#).

NOTICE OF RESOLUTION REGARDING THE IMPOSITION OF SYSTEM DEVELOPMENT FEES AND UNPAID FEES IN CONNECTION THEREWITH RECORDED JUNE 14, 2006 UNDER RECEPTION NO. [3396125](#).

NOTICES IN CONNECTION THEREWITH RECORDED MARCH 16, 2012 UNDER RECEPTION NO. [3832301](#); MAY 12, 2013 UNDER RECEPTION NO. [3933756](#); MARCH 18, 2014 UNDER RECEPTION NO. [4002991](#); AUGUST 20, 2014 UNDER RECEPTION NO. [4039682](#); AND NOVEMBER 14, 2014 UNDER RECEPTION NO. [4061805](#).

(AFFECTS ALL PARCELS)

16. RIGHT OF WAY EASEMENT AS GRANTED TO FARMERS RESERVOIR AND IRRIGATION COMPANY IN INSTRUMENT RECORDED OCTOBER 22, 2001, UNDER RECEPTION NO. [2893921](#).

(AFFECTS PARCEL C)

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF AVIGATION EASEMENT RECORDED NOVEMBER 28, 2001 UNDER RECEPTION NO. [2903864](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25140142.2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

(AFFECTS ALL PARCELS)

18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED DECEMBER 04, 2001 AT RECEPTION NO. [2905896](#).

(AFFECTS ALL PARCELS)

19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF VISTA RIDGE MASTER FINAL PLAT RECORDED SEPTEMBER 6, 2001 AT RECEPTION NO. [2903870](#).

(AFFECTS ALL PARCELS)

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT PLAN RECORDED SEPTEMBER 15, 2000 AT RECEPTION NO. [2793940](#) AND AMENDMENT RECORDED FEBRUARY 27, 2002 AT RECEPTION NO. [2928673](#) AND AMENDMENT RECORDED MARCH 3, 2011 UNDER RECEPTION NO. [3753956](#) AND AMENDMENT RECORDED NOVEMBER 25, 2013 UNDER RECEPTION NO. [3980214](#).

(AFFECTS ALL PARCELS)

21. A RIGHT-OF-WAY AND EASEMENT FOR ELECTRIC AND COMMUNICATIONS FACILITIES, AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED POWER, INC. BY THE INSTRUMENT RECORDED JANUARY 15, 2003 UNDER RECEPTION NO. [3023992](#).

(AFFECTS PARCELS B AND C)

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF GOLF PLAY COVENANTS RECORDED JULY 07, 2003 AT RECEPTION NO. [3080606](#).

(AFFECTS ALL PARCELS)

23. RIGHT OF WAY EASEMENT AS GRANTED TO UNITED POWER INC. IN INSTRUMENT RECORDED APRIL 17, 2002, UNDER RECEPTION NO. [2943714](#).

(AFFECTS PARCELS A AND B)

24. RIGHT OF WAY EASEMENT AS GRANTED TO UNITED POWER INC. IN INSTRUMENT RECORDED SEPTEMBER 22, 2003, UNDER RECEPTION NO. [3108688](#).

(AFFECTS TRACT A OF PARCEL C)

25. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED NOVEMBER 19, 2008, UNDER RECEPTION NO. [3590556](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25140142.2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

(AFFECTS ALL PARCELS)

26. ANNEXATION MAP RECORDED SEPTEMBER 15, 2000 UNDER RECEPTION NO. [2793937](#).

(AFFECTS ALL PARCELS)

27. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 14, 2001, UNDER RECEPTION NOS. [2908969](#) AND [2908971](#).

(AFFECTS ALL PARCELS)

28. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VISTA RIDGE FILING NO 12 RECORDED NOVEMBER 19, 2008 AT RECEPTION NO. [3590554](#).

(AFFECTS PARCELS A AND B)

29. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED NOVEMBER 19, 2008, UNDER RECEPTION NO. [3590557](#) AND AMENDMENT RECORDED FEBRUARY 17, 2015 AT RECEPTION NO. [4083492](#) AND SECOND AMENDMENT RECORDED MAY 12, 2016 AT RECEPTION NO. [4202832](#).

(AFFECTS PARCELS A AND B)

30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF ACCESS EASEMENTS RECORDED NOVEMBER 19, 2008 AT RECEPTION NO. [3590558](#).

(AFFECTS PARCEL A)

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 29-2013 RECORDED NOVEMBER 25, 2013 AT RECEPTION NO. [3980215](#).

(AFFECTS ALL PARCELS)

32. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VISTA RIDGE FILING NO. 14 RECORDED SEPTEMBER 25, 2015 UNDER RECEPTION NO. [4145401](#).

(AFFECTS PARCEL C)

33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AND RESTRICTION AGREEMENT RECORDED SEPTEMBER 25, 2015 UNDER RECEPTION NO. [4145406](#).

(AFFECTS TRACT A OF PARCEL C)

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25140142.2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

34. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VISTA RIDGE FILING NO. 12, 1ST AMENDMENT FINAL PLAT RECORDED DECEMBER 04, 2015 UNDER RECEPTION NO. [4162948](#).

(AFFECTS PARCEL B)
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED MARCH 04, 2016 UNDER RECEPTION NO. [4185852](#).

(AFFECTS PARCELS B AND C)
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STORM DRAINAGE AND UTILITY EASEMENT RECORDED MARCH 04, 2016 UNDER RECEPTION NO. [4185853](#) AND AMENDMENT RECORDED MAY 12, 2016 UNDER RECEPTION NO. [4203061](#).

(AFFECTS PARCEL B)
37. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY DRAINAGE EASEMENT RECORDED MARCH 04, 2016 UNDER RECEPTION NO. [4185854](#).

(AFFECTS PARCELS B AND C)
38. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. [4218393](#).

(AFFECTS ALL PARCELS)
39. THE EFFECT OF NOTICE, RECORDED JULY 21, 2016, UNDER RECEPTION NO. [4221172](#).

(AFFECTS ALL PARCELS)



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
 - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



LAND TITLE GUARANTEE COMPANY

LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.



Commitment to Insure

ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

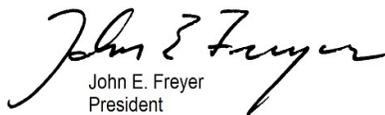
STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

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, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue
Suite 600
Denver, Colorado 80206
303-321-1880


John E. Freyer
President

Authorized Officer or Agent



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Bilbrey
President


Rande Yeager
Secretary

AMERICAN
LAND TITLE
ASSOCIATION

