

**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: Erie Car Wash**PROJECT ADDRESS:** Near the NWC of Mountain View Blvd & State Highway 7**PROJECT DESCRIPTION:** Tunnel car wash and vacuum stations**LEGAL DESCRIPTION** (attach legal description if Metes & Bounds)

Subdivision Name: Vista Ridge Filing No. 14, 2nd Amendment

Filing #: 14 2nd

Lot #: 7

Block #:

Section:

Township:

Range:

OWNER (attach separate sheets if multiple)

Name/Company: Grant & Dana Huntley

Contact Person: Grant Huntley

Address: PO Box 99

City/State/Zip: Brighton, CO 80601

Phone: 303-944-8826

Fax:

E-mail: dana@expressfreightdenver.com

AUTHORIZED REPRESENTATIVE

Company/Firm: Galloway & Company, Inc.

Contact Person: Phil Dalrymple

Address: 6162 S. Willow Drive

City/State/Zip: Greenwood Village, CO 8011

Phone: 303-770-8884

Fax: 303-770-3636

E-mail: phildalrymple@gallowayus.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

Proposed Zoning: Commercial

Gross Acreage: 1.54 Acres

Gross Site Density (du/ac): N/A

Lots/Units Proposed: 1 Lot

Gross Floor Area: 0.083

SERVICE PROVIDERS

Electric: United Power

Metro District: Vista Ridge Metropolitan District

Water (if other than Town): Town of Erie

Gas: Xcel Energy

Fire District: Mountain View Fire Protection District

Sewer (if other than Town): Town of Erie

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
☐ Major (10+ acres)	\$ 4000.00	☐ Sketch Plan	\$ 1000.00 + 10.00 per lot
☐ Minor (less than 10 acres)	\$ 2000.00	☐ Preliminary Plat	\$ 2000.00 + 40.00 per lot
☐ Deannexation	\$ 1000.00	☐ Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		☐ Minor Subdivision Plat	\$ 2000.00
☐ Major	\$ 3000.00	☐ Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
☐ Minor	\$ 1200.00	☐ Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		☐ Road Vacation (paper)	\$ 100.00
☐ Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
☐ PUD Rezoning	\$ 1700.00 + 10.00 per acre	☐ Residential	\$ 1400.00 + 10.00 per unit
☐ PUD Amendment	\$ 1700.00 + 10.00 per acre	☐ Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
☐ Major PD Amendment	\$ 3700.00 + 10.00 per acre	☒ Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
☐ Minor PD Amendment	\$ 500.00	☐ Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		☐ Amendment (major)	\$ 1100.00
☐ Major	\$ 1000.00	☐ Amendment (minor)	\$ 350.00
☐ Minor	\$ 400.00	VARIANCE \$ 600.00	
☐ 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.			

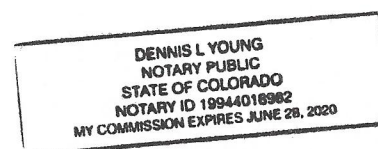
The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process 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]
 Owner: [Signature]
 Applicant: _____

Date: 6.14.17
 Date: 6-14-17
 Date: _____

STATE OF COLORADO)
) ss.
 County of Adams)
 The foregoing instrument was acknowledged before
 me this 14th day of June, 2017,
 by Dana Huntley & Grant Huntley.

My commission expires: 06/28/2020.
 Witness my hand and official seal.



[Signature]
 Notary Public

PROJECT NARRATIVE

August 31, 2017

VISTA RIDGE TUNNEL WASH **LOT 7A, VISTA RIDGE FILING NO. 14, 4TH AMENDMENT** **ERIE, COLORADO**

A. General Project Concept

Grant and Dana Huntley are proposing to develop a 1.54 acre parcel of vacant land located at the NEC of Mountain View Boulevard and Hwy 7, in Erie, CO (Lot A, Vista Ridge Filing No. 14 2nd Amendment. Galloway and Company, Inc. is the authorized representative and design consultant for the Huntley's for the purpose of obtaining Town of Erie Site Plan, and Construction Plan approval and permits for construction of the proposed commercial/retail development.

An overall property boundary of approximately 1.54 acres encompasses all of Lot 7A of Vista Ridge Filing No. 14 2nd Amendment Final Plat. The site plan contains a car wash building, vacuum stations, internal driveways, landscaping, and the associated infrastructure for the site. The scope of this project is to construct the car wash facility and associated infrastructure.

The development will be served by two major access points for the overall commercial development, one along Mountain View Boulevard and one along the private driveway on the western edge of the existing King Soopers site. The site will connect to the existing private drive which connects the two access points. A Traffic Compliance Letter has been prepared by Kimley-Horn & Associates to confirm that the site conforms to the traffic study which was prepared for the overall commercial development.

Pedestrian access has been provided to the proposed development from Mountain View Boulevard and the private driveway. A sidewalk will be constructed along the southern side of the private roadway within Lot 7. As pad sites are constructed, the sidewalk will connect all of the pad sites with Mountain View Boulevard and the existing King Soopers.

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 drainage compliance letter has been included in this submittal package for Town review. The site plan proposes connecting to the existing storm sewer system with the stormwater ultimately reaching the existing detention pond at the southeast corner of Mountain View Boulevard and Ridgeview Drive. The drainage compliance letter will show that the site is in conformance with the drainage design set forth in the Phase III Drainage Report for the entire commercial development.

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 connect to the existing private drive which runs between Mountain View Boulevard and the existing King Soopers.*
- 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 the west, north, and east by commercial areas and on the south by State Highway 7.*

C. Architecture

The proposed building was carefully designed to be consistent with the overall character of Vista Ridge and surrounding area. The single-story building incorporates several architectural design features to create visual interest on all four elevations. Those features include a tower with a angled roof, offset walls with raised, angled roof lines along the wash bay, similarly offsets walls along the equipment room and canopy elements adjacent to the building on the west elevation. The use of these design features create interest by varying the building masses and scale to fit within the Vista Ridge Development.

The materials used are similar to those found in existing buildings in Vista Ridge and include faux stone veneer, architectural metal wall panels in silver with dark blue accent sections, medium grey stucco and standing-seam metal roofing. The selected colors are intended to tie in to the surrounding building materials, evoke a feeling of a clean, advanced wash facility with blue accents to identify the building as a car wash.

The scale of the materials relates to predominantly vehicular traffic and includes sections of metal wall panels and glazing around the wash bay and equipment room. Additional faux stone veneer is used at the tower which functions as facility's office and will see a greater amount of pedestrian traffic.

D. Project Schedule/Phasing

Construction of the proposed development is anticipated to begin in the Fall/Winter of 2017 with construction completing in the Spring of 2018.

E. Business Related Information

The proposed car wash facility anticipates approximately 85,000 customers per year at this facility. The site allows for a maximum onsite queuing of 28 vehicles. In addition to the car wash, there are 20 proposed vacuum stations for the site. In the future, there could be an added use of a dog wash facility within the car wash building. The car wash facility will operate from 7am-7pm, 7 days a week and will have 4-5 employees working at any one time onsite. There are 5 employee parking spaces provided as well. The building is approximately 5,759 SF in size.

F. Residential Units

No residential units are proposed with this development.

G. Ownership/Maintenance of public/common areas

The Huntley's will own all 1.54 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.

H. Miscellaneous

The mineral rights for the property will be retained by the overall. The site will be subject to a master association controlled by the overall commercial development owner. There are no other special conditions or other restrictions which apply to the proposed development.

SH7 MARKETPLACE, INC.
9750 W. Cambridge Place
Littleton, CO 80127
303-920-9400

June 28, 2017

Town of Erie
645 Holbrook St.
Erie, CO 80516

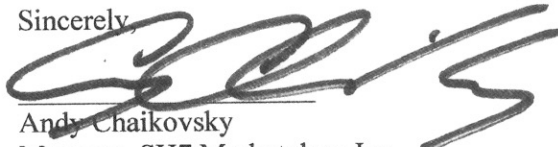
RE: LETTER OF AUTHORIZATION
Lot 7, Vista Ridge Filing No. 14 - 2nd Amendment Minor Subdivision
Town of Erie, Colorado

To Whom It May Concern:

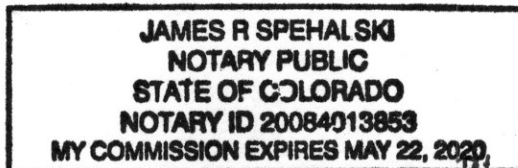
SH7 Marketplace, Inc. hereby authorizes **JAKZ, LLC** a Colorado limited liability company to process land use applications with the Town of Erie for the for the subject property.

Should you have any questions please contact me at 303-783-9425.

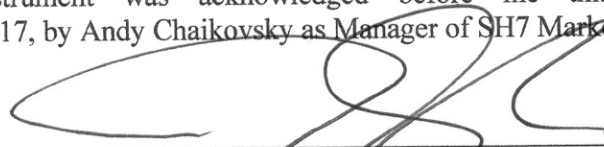
Sincerely,


Andy Chaikovsky
Manager, SH7 Marketplace Inc.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)



The foregoing instrument was acknowledged before me this 28 day of JUNE, 2017, by Andy Chaikovsky as Manager of SH7 Marketplace Inc.



Notary Public



Customer Distribution

Our Order Number: ABN25147710-5

Date: 05-31-2017

Property Address: VISTA RIDGE FLG 14 LOT 7 ERIE

For Closing Assistance

Derek Greenhouse
3033 E 1ST AVE #600
DENVER, CO 80206
303-331-6239 (phone)
303-393-4783 (fax)
dgreenhouse@ltgc.com
Company License: CO44565

Closer's Assistant

Valerie Fertig
3033 E 1ST AVE #600
DENVER, CO 80206
303-331-6217 (phone)
303-393-4739 (fax)
vfertig@ltgc.com

For Title Assistance

BILL BRENDEMUHL, ESQ.
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4195 (phone)
303-393-4842 (fax)
bbrendemuhl@ltgc.com

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

JAKZ, LLC, A COLORADO LIMITED LIABILITY COMPANY
Attention: GRANT & DANA HUNTLEY
992 S FOURTH AVE
SUITE 100, NO. 183
BRIGHTON, CO 80601
dana@expressfreightdenver.com
Delivered via: Electronic Mail

JF HOLDINGS
Attention: BEN JARRETT
6235 E. 6TH AVENUE PARKWAY
DENVER, CO 80220
bjarrett@builddevelopment.com
Delivered via: Electronic Mail

VISTA RIDGE CORP C/O 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

KUTAK ROCK LLP
Attention: DAVID CRIPE
1801 CALIFORNIA ST #3000
DENVER, CO 80202
303-297-2400 (work)
david.cripe@kutakrock.com
Delivered via: Electronic Mail

VISTA RIDGE DEVELOPMENT CORP
Attention: ANDY CHAIKOVSKY
9750 W CAMBRIDGE PL
HOME ADDRESS
LITTLETON, CO 80127
303-783-9425 (work)
303-783-9427 (work fax)
achaikovsky@comcast.net
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC
Attention: KATHY OSTER
410 17TH ST 22ND FL
DENVER, CO 80202
303-223-1323 (work)
303-223-0323 (work fax)
koster@bhfs.com
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC
Attention: GREGORY VALLIN, ESQ.
410 17TH ST 22ND FL
DENVER, CO 80202
303-223-1100 (work)
gvallin@bhfs.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABN25147710-5

Date: 05-31-2017

Property Address: VISTA RIDGE FLG 14 LOT 7 ERIE

Buyer/Borrower: JAKZ, LLC, A COLORADO LIMITED LIABILITY COMPANY

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 (Reissue Rate)	\$1,248.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate	\$26.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$1,374.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABN25147710-5

Customer Ref-Loan No.:

Property Address:

VISTA RIDGE FLG 14 LOT 7 ERIE

1. Effective Date:

05-10-2017 At 05:00:00

2. Policy to be Issued and Proposed Insured:

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

\$1,071,924.48

Proposed Insured:

JAKZ, LLC, A COLORADO LIMITED LIABILITY
COMPANY

**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:

LOT 7, VISTA RIDGE FILING NO. 14, SECOND AMENDMENT MINOR SUBDIVISION, COUNTY OF WELD,
STATE OF COLORADO.

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

(Requirements)

Order Number: ABN25147710-5

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:

1. (ITEM INTENTIONALLY DELETED)
2. (ITEM INTENTIONALLY DELETED)
3. (ITEM INTENTIONALLY DELETED)
4. (ITEM INTENTIONALLY DELETED)
5. (ITEM INTENTIONALLY DELETED)
6. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF JAKZ, LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

7. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR JAKZ, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

8. (ITEM INTENTIONALLY DELETED)
9. WARRANTY DEED FROM AND SH7 MARKETPLACE, INC., A COLORADO CORPORATION TO JAKZ, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: THE OPERATING AGREEMENT AND STATEMENT OF AUTHORITY FOR MONTEX (VISTA RIDGE), LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MARCH 04, 2016 UNDER RECEPTION NO. [4185847](#) DISCLOSES ANDREW L. CHAIKOVSKY AS THE MANAGER THAT IS AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

NOTE: AS TO THE OWNER'S POLICY, ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS

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

(Requirements)

Order Number: ABN25147710-5

The following are the requirements to be complied with:

FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF JAKZ, LLC, A COLORADO LIMITED LIABILITY COMPANY. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF JAKZ, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2016 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.

ITEM NOS. 7 (A) AND (B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABN25147710-5

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.

NOTE: THE ABOVE EXCEPTION WILL BE DELETED FROM THE OWNER'S POLICY TO BE ISSUED UPON RECEIPT OF A SELLER'S FINAL LIEN AFFIDAVIT DISCLOSING NO LEASES AND/OR TENANCIES.

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](#).

10. OIL AND GAS LEASE RECORDED NOVEMBER 30, 1972 UNDER RECEPTION NO. [1602713](#) IN BOOK

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABN25147710-5

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:

681 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

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

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](#).
12. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN ANNEXATION MAPS RECORDED AUGUST 25, 2000, UNDER RECEPTION NO. [2789487](#) AND RECORDED SEPTEMBER 15, 2000 UNDER RECEPTION NO. [2793937](#) AND [2793938](#) AND [2793939](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY ORDINANCE NO. 696 RECORDED AUGUST 30, 2000 AT RECEPTION NO. [2790549](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 704 RECORDED AUGUST 30, 2000 AT RECEPTION NO. [2790550](#).
15. 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](#).
16. (ITEM INTENTIONALLY DELETED)
17. 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](#).

18. (ITEM INTENTIONALLY DELETED)
19. 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](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED DECEMBER 04, 2001 AT RECEPTION NO. [2905896](#).

NOTICE RECORDED JUNE 14, 2006 UNDER RECEPTION NO. [3396125](#).

21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABN25147710-5

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:

RECORDED PLAT OF VISTA RIDGE MASTER FINAL PLAT RECORDED SEPTEMBER 6, 2001 AT RECEPTION NO. [2903870](#).

22. 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](#).
23. (ITEM INTENTIONALLY DELETED)
24. 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](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF GOLF PLAY COVENANTS RECORDED JULY 07, 2003 AT RECEPTION NO. [3080606](#).
26. (ITEM INTENTIONALLY DELETED)
27. (ITEM INTENTIONALLY DELETED)
28. (ITEM INTENTIONALLY DELETED)
29. (ITEM INTENTIONALLY DELETED)
30. (ITEM INTENTIONALLY DELETED)
31. (ITEM INTENTIONALLY DELETED)
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED NOVEMBER 19, 2008 UNDER RECEPTION NO. [3590555](#).
33. (ITEM INTENTIONALLY DELETED)
34. 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](#).
35. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VISTA RIDGE FILING NO 12 RECORDED NOVEMBER 19, 2008 AT RECEPTION NO. [3590554](#).
36. 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](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABN25147710-5

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:

ASSIGNMENT OF DEVELOPER RIGHTS RECORDED MARCH 17, 2017 UNDER RECEPTION NO. 4286588.

37. 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.
38. (ITEM INTENTIONALLY DELETED)
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 29-2013 RECORDED NOVEMBER 25, 2013 AT RECEPTION NO. 3980215.
40. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VISTA RIDGE FILING NO. 14 RECORDED SEPTEMBER 25, 2015 UNDER RECEPTION NO. 4145401.
41. 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.
42. 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.
43. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED MARCH 04, 2016 UNDER RECEPTION NO. 4185852.
44. 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.
45. (ITEM INTENTIONALLY DELETED)
46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION FOR THE IMPOSITION OF SYSTEM DEVELOPMENT FEES RECORDED JULY 21, 2016 UNDER RECEPTION NO. 4221172.
47. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VISTA RIDGE FILING NO. 14, SECOND AMENDMENT MINOR SUBDIVISION RECORDED NOVEMBER 10, 2016 UNDER RECEPTION NO. 4252509.
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NON RESIDENTIAL DEVELOPMENT AGREEMENT RECORDED NOVEMBER 10, 2016 UNDER RECEPTION NO. 4252510.
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 2016-11-02 RECORDED FEBRUARY 16, 2017 UNDER RECEPTION NO. 4279108.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABN25147710-5

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:

50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESTRICTIVE
USE DECLARATION RECORDED _____ UNDER RECEPTION NO. _____
_____.



**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.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



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, Jr.
President



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


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary



June 9, 2017

Mr. Phil Dalrymple
Galloway & Company, Inc.
6162 S. Willow Drive
Suite 320
Greenwood Village, CO 80111

Re: Traffic Compliance Letter
Erie Car Wash
Vista Ridge Commercial
Erie, Colorado

Dear Mr. Dalrymple:

Vista Ridge Commercial is located on the northeast corner of the SH-7 and Mountain View Boulevard intersection in Erie, Colorado. This retail center is planned to include many uses with several retail outparcels and a King Soopers Marketplace grocery store further to the east. Kimley-Horn previously conducted a Traffic Impact Study for this project, "Vista Ridge Commercial Erie Colorado Traffic Impact Study", dated May 2016. This traffic study identified development of 76,000 square feet of retail, 14,200 square feet of fast food restaurants, a 7,000 square foot bank, a 5,600 square foot high turnover sit down restaurant, and a 7,000 square foot medical office anticipated. It is now proposed that an approximate 5,500 square foot automatic car wash will be developed within Lot 7, which is located along State Highway 7. Conceptual site plans for Erie Car Wash and the overall Vista Ridge Marketplace Retail Center are attached.

The purpose of this letter is to provide a trip generation comparison for the proposed car wash compared with a portion of retail originally assumed for development within Lot 7. For purposes of the traffic study and this traffic compliance letter, it was assumed that a portion of the 14,200 square feet of fast food restaurants would have developed within Lot 7, which is now proposed to be replaced with this car wash project. The original traffic study assumed 14,200 square feet of fast food restaurant space, and it is believed that Lot 7 would have contained an approximate 4,500 square foot fast food restaurant with drive through. This is approximately 32% percent of the total fast food restaurant area proposed with the overall project. The current proposed development is an approximate 5,500 square foot car wash building.

Site-generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Report*¹ published by the Institute of Transportation Engineers (ITE). ITE has established trip rates in nationwide studies of similar land uses. Trip generation is based on the ITE Trip Generation, 9th Edition (most current edition) fitted curve and average rate equations for Automatic Car Wash (948). The original traffic study calculated fast food restaurant area by the Fast Food Restaurant with Drive-Through Window (934) land use code, of which Lot 7 has 4,500 sf of building area. The following table summarizes the anticipated trip generation for the proposed development (trip generation calculations are attached) compared to the use previously studied, prorated for the fast food restaurant that could have been developed on Lot 7.

¹ Institute of Transportation Engineers, *Trip Generation: An Information Report*, Ninth Edition, Washington DC, 2012.

**Trip Generation Comparison
Vista Ridge Commercial vs. Erie Car Wash**

USE AND SIZE	WEEKDAY VEHICLE TRIPS					
	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Previous Study – Vista Ridge Commercial						
Fast Food (4,500 sf) - Lot 7	104	100	204	76	71	147
Current Proposal – Erie Car Wash						
Car Wash (5,500 sf) - Lot 7	40	38	78	39	39	78
<i>Net Difference in Trips</i>	-64	-62	-126	-37	-32	-69

As summarized in the table, the currently proposed Car Wash within Vista Ridge Commercial is anticipated to generate 78 weekday morning peak hour trips and 78 afternoon peak hour trips. Based on the previous traffic study assuming development of approximately 4,500 square feet of a fast food restaurant within Lot 7 of Vista Ridge Commercial, the project is anticipated to generate 126 less weekday morning peak hour trips and 69 less afternoon peak hour trips than previously studied.

Based on these results, development of an approximate 5,500 square foot car wash within Vista Ridge Commercial is in traffic compliance with the original traffic study. Therefore, the proposed Erie Car Wash project is believed to be in traffic compliance with the original "Vista Ridge Commercial Erie Colorado Traffic Impact Study", completed by Kimley-Horn and Associates, Inc. in May 2016, which included this development area. It is believed that all potential traffic impacts with the proposed project have been previously addressed within the original traffic impact study. We believe no further traffic analysis is needed due to this proposal. If you have any questions or require anything further, please feel free to call me at (303) 228-2304.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Curtis D. Rowe, P.E., PTOE
Vice President



Project Erie Car Wash
 Subject Trip Generation for Automated Car Wash
 Designed by Miranda Mooney Date June 07, 2017 Job No. 096083095
 Checked by _____ Date _____ Sheet No. 1 of 1

TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation Manual 9th Edition, Average Rate Equations

Land Use Code - Automated Car Wash (948)

Independent Variable - 1000 Square Feet Gross Floor Feet (X)

Gross Floor Area = 5,500

X = 5.5

T = Average Vehicle Trip Ends

Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. (page 2015)

		Directional Distribution:	51% ent.	49% exit.
T = 14.12 (X)		T = 78	Average Vehicle Trip Ends	
T = 14.12 *	5.5	40 entering	38	exiting

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (page 2015)

		Directional Distribution:	50% ent.	50% exit.
T = 14.12 (X)		T = 78	Average Vehicle Trip Ends	
T = 14.12 *	5.5	39 entering	39	exiting

Weekday (page 2011) *Taken from Self-Service Car Wash (947) per Stall

Average Weekday	(X) - Stalls	Directional Distribution:	50% entering, 50% exiting	
(T) = 108.00 (X)		T = 216	Average Vehicle Trip Ends	
(T) = 108.00 *	(2.0)	108 entering	108	exiting
		108 + 108 =	216	

Project Erie Car Wash
 Subject Trip Generation for Fast-Food Restaurant with Drive-Through Window
 Designed by Miranda Mooney Date June 07, 2017 Job No. 96083095
 Checked by _____ Date _____ Sheet No. 1 of 1

TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation Manual 9th Edition, Average Rate Equations

Land Use Code - Fast Food Restaurant With Drive-Through Window (934)

Independant Variable - 1000 Square Feet Gross Floor Area (X)

Gross Floor Area = 4,500 Square Feet

X = 4.500

T = Average Vehicle Trip Ends

Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. (Page 1913)

Average Weekday	Directional Distribution:	51% ent.	49% exit.
T = 45.42 (X)	T = 204	Average Vehicle Trip Ends	
T = 45.42 * 4.500	104 entering	100 exiting	
	104 + 100 =	204	

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (page 1914)

Average Weekday	Directional Distribution:	52% ent.	48% exit.
T = 32.65 (X)	T = 147	Average Vehicle Trip Ends	
T = 32.65 * 4.500	76 entering	71 exiting	
	76 + 71 =	147	

Weekday (page 1912)

Average Weekday	Directional Distribution:	50% entering, 50% exiting
T = 496.12 (X)	T = 2234	Average Vehicle Trip Ends
T = 496.12 * 4.500	1117 entering	1117 exiting
	1117 + 1117 =	2234

Saturday Peak Hour of Generator (Page 1918)

T = 59.00 (X)	Directional Distribution:	51% ent.	49% exit.
T = 59.00 * 4.500	T = 266	Average Vehicle Trip Ends	
	136 entering	130 exiting	
	136 + 130 (*) =	266	

Non-Pass-by Trip Volumes (pages 68 and 70, Trip Generation Handbook, June 2004)

AM Peak Hour =	51%	Non-Pass By	PM Peak Hour =	50%	Non-Pass By
	IN	Out	Total		
AM Peak	53	51	104		
PM Peak	38	36	74		
Daily	559	559	1118	PM Peak Hour Rate Applied to Daily	

Pass-by Trip Volumes (pages 68 and 70, Trip Generation Handbook, June 2004)

AM Peak Hour =	49%	Pass By	PM Peak Hour =	50%	Pass By
	IN	Out	Total		
AM Peak	51	49	100		
PM Peak	38	36	74		
Daily	558	558	1116	PM Peak Hour Rate Applied to Daily	

Management/Operational Plan
June 12, 2017

ERIE CAR WASH
LOT 7, VISTA RIDGE FILING NO. 14, 2ND AMENDMENT
ERIE, COLORADO

Grant and Dana Huntley are proposing to develop a 1.54 acre parcel of vacant land located at the NEC of Mountain View Boulevard and Hwy 7, in Erie, CO (Lot 7, Vista Ridge Filing No. 14 2nd Amendment. An overall property boundary of approximately 1.54 acres encompasses all of Lot 7 of Vista Ridge Filing No. 14 2nd Amendment Final Plat. The site plan contains a car wash building, vacuum stations, internal driveways, landscaping, and the associated infrastructure for the site. The scope of this project is to construct the car wash facility and associated infrastructure.

The proposed car wash facility anticipates approximately 85,000 customers per year at this facility. The site allows for a maximum onsite queuing of 28 vehicles. In addition to the car wash, there are 20 proposed vacuum stations for the site. In the future, there could be an added use of a dog wash facility within the car wash building. The car wash facility will operate from 7am-7pm, 7 days a week and will have 4-5 employees working at any one time onsite. There are 5 employee parking spaces provided as well.

The proposed use for the site will not have boarders, parishioners, or animals located on the site. The only exception may be a potential future dog wash facility on the site. No special permits are currently required by Weld County, the Town of Erie, or the State of Colorado.