



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: Flatiron Meadows - Planning Area H

PROJECT ADDRESS: 111th Street and Flatiron Meadows Blvd.

PROJECT DESCRIPTION: 118 Duplex lots

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

Subdivision Name: Flatiron Meadows - Planning Area H

Filing #:	Lot #: NA	Block #: NA	Section: 23	Township: 1 North	Range: 69 West
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OWNER *(attach separate sheets if multiple)*

Name/Company: HT Flatiron LP

Contact Person: Dave Klebba

Address: 1515 Wynkoop Street, Suite 800

City/State/Zip: Denver, CO 80202

Phone: 720-932-0522 Fax: 303-573-8808

E-mail: dave.klebba@hines.com

AUTHORIZED REPRESENTATIVE

Company/Firm: Calibre Engineering, Inc.

Contact Person: Brian Moss

Address: 9090 S. Ridgeline Blvd., Suite 105

City/State/Zip: Highlands Ranch, CO 80129

Phone: 303-730-0434 Fax: 303-730-1139

E-mail: bkm@calibre.us.com

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

Name/Company:

Address:

City/State/Zip:

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

Name/Company:

Address:

City/State/Zip:

LAND-USE & SUMMARY INFORMATION

Present Zoning: SR5

Proposed Zoning: SR5

Gross Acreage: 18.40

Gross Site Density (du/ac): 6.4 du/ac

Lots/Units Proposed: 118

Gross Floor Area: NA

SERVICE PROVIDERS

Electric: Xcel Energy

Metro District: Flatiron Meadows Metro 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	
<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 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 checked="" 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		\$ 600.00
		SERVICE PLAN	
			\$ 10,000.00

\$1880

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.

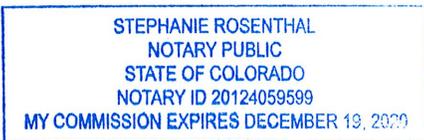
The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process 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: DAVID KLEBBA - [Signature] Date: 03/08/2017
 Owner: _____ Date: _____
 Applicant: DAVID KLEBBA - [Signature] Date: 03/08/2017

STATE OF COLORADO)
 County of Denver) ss.
 The foregoing instrument was acknowledged before
 me this 9th day of March, 2017,
 by David Klebba.

My commission expires: 12/19/20.
 Witness my hand and official seal.

[Signature]
 Notary Public



**FLATIRON MEADOWS PLANNING AREA H
PLANNED UNIT DEVELOPMENT SUBMITTAL
TOWN OF ERIE, COLORADO**

PROJECT NARRATIVE

APPLICANT/CLIENT:

HT FLATIRON LP
1515 WYNKOOP STREET, SUITE 800
DENVER, CO 80202
(720) 932-0522
CONTACT: DAVE KLEBBA

CONSULTANTS:

LAND PLANNER/CIVIL ENGINEER
CALIBRE ENGINEERING, INC.
9090 SOUTH RIDGELINE BLVD., SUITE 105
HIGHLANDS RANCH, CO 80129
PHONE: 303.730.0434
CONTACT: TODD A. JOHNSON

LANDSCAPE ARCHITECT
ROOT PARTNERSHIP
PHONE: 303.547.5077
CONTACT: MIKE LEUTENEKER

FLATIRON MEADOWS PLANNING AREA H
PLANNED UNIT DEVELOPMENT SUBMITTAL
TOWN OF ERIE, COLORADO

PRELIMINARY PLAT/PUD/SITE PLAN OVERVIEW

The Flatiron Meadows PUD application provides detail for a portion of the development that has been reconfigured in order to provide an alternative housing option that was not previously offered. The entire development is located within the Town of Erie, Colorado. The development site is north of Prince Lake No. 2, South of Erie Parkway and between existing North 111th Street to the west and Flatiron Meadows Boulevard to the east. The site is zoned Suburban Residential with an approved PUD Overlay. The intent of the Preliminary Plat is to provide preliminary grading, utility and roadway construction plans for improvements associated with this phase of development. The Development Agreement will work in tandem with the Preliminary Plat and define improvements associated with the phase. The approved PUD will be used as the primary reference for confirming consistency of this revised PUD application with the approved master plan.

Traditional community design principles will create a vibrant neighborhood while maintaining Erie's character. The overall development generally orientates residential lots towards neighborhood parks and open space areas to encourage interaction between community residents. The area being revised is in close proximity of a planned neighborhood park and trail connections will be brought to the site. Tree lined streets, pocket parks, and trail corridors form a network of open space provide an overall framework for the development as well as a valuable recreation amenity. The property is two miles from Erie's Central Business District (CBD), and will provide support to local commercial interests.

PUD submittal provides detail necessary for platting 118 duplex lots and define major road and open space corridors. The applicant will continue the platting process with a series of phased Final Plat submittals for specific phases of development. Each phased plat submittal will provide the necessary construction drawings for improvements associated with that phase. This PUD amendment includes revised setback requirements for the site. The Site Plan illustrates the proposed site layout that has not previously been provided.

FLATIRON MEADOWS PLANNING AREA H

PLANNED UNIT DEVELOPMENT SUBMITTAL

TOWN OF ERIE, COLORADO

BASIC OBJECTIVES AND CONCEPTS

The overall development of Flatiron Meadows is intended to be a complete neighborhood, with a well-connected network of public streets, diverse housing, a generous open space system, neighborhood park, fire station, and public school. The residential diversity will provide quality housing for a broad range of incomes and lifestyles. Architecture will meet and exceed standards established in the area, and will complement existing neighborhoods. The urban design principles reflected in Flatiron Meadows are consistent with Erie's Comprehensive Plan. The following principles were incorporated in the site design with this specific area adding to the development by providing diversification to the housing:

- Diverse product and architectural variation creating an extensive range of products for various lifestyles and budgets. The Proposed development will conform to the architectural variation guidelines as set forth in Section 6.7 Residential Building of the UDC.
- A balanced approach to development with an emphasis on preserving and enhancing the open space amenities with the use of buffers, product orientation, neighborhood trails and active/passive parks.
- Community wide pedestrian connectivity via regional and neighborhood trails to adjacent neighborhoods.
- Provides efficient infrastructure with convenient access to an on-site fire station and school.
- Close proximately to the Town of Erie CBD and commercial areas proposed along County Line Road and Erie Parkway.

FLATIRON MEADOWS PLANNING AREA H

PLANNED UNIT DEVELOPMENT SUBMITTAL

TOWN OF ERIE, COLORADO

DEVELOPMENT SUMMARY

The Flatiron Meadows Preliminary Plat includes the one hundred eighteen duplex lots east of 111th Street and west of Flatiron Meadows Boulevard. The mix of land uses within this PUD area consists of the following elements.

Residential Lots – 6.60 acres (118 Lots)

Open Space – 8.59 acres

- These designated areas as shown on the Preliminary Plat include a landscape buffer along 111th Street as shown on the original Preliminary Plat. Tracts adjacent to the drainage corridor will include minimal landscape improvements to maintain the native vegetation and minimize the water usage. Preliminary Landscape Construction Plans define the open space improvements for this phase of the development. Detailed landscape construction documents will be provided in conjunction with each phased plat submittal to address irrigation, construction detailing, landscape grading and associated details.

Street and Right-of-Way – 3.21 acres

- All public streets will be designed to the Town of Erie standards. All ROW areas will be dedicated for public use.

Water Distribution

- The proposed Flatiron Meadows development is planned to be served by the Town of Erie Water Distribution System. The proposed water system complies with the Town of Erie Water Master Plan 2013. This phase will tie into the existing system in two locations to provide a water loop for this phase.

Sanitary Sewer System

- The proposed Flatiron Meadows development is planned to be served by the Town of Erie sanitary sewer system. The sanitary sewer system implements a portion of the Town of Erie Wastewater Utility Master Plan 2013. The proposed sanitary sewer outfall system ties into the Town of Erie's existing system in one location.

FLATIRON MEADOWS PLANNING AREA H
PLANNED UNIT DEVELOPMENT SUBMITTAL
TOWN OF ERIE, COLORADO

Utility Sources

- The proposed Flatiron Meadows development is proposing the following utility sources:
 - Electric – Xcel Energy
 - Gas – Xcel Energy
 - Telephone – Century Link
 - Cable TV – Comcast

Fire Protection

- The proposed Flatiron Meadows development is located within the Mountain View Fire Protection District (MVFPD). The community infrastructure follows the design criteria required by the MVFPD.



Chicago Title • Commonwealth Land Title Company • Fidelity National Title • Heritage Title Company

950 S Cherry St, #1414
Denver, CO 80246
Phone: (303) 291-9977

DATE: March 28, 2017
FILE NUMBER: 100-N0010920-020-PN
PROPERTY ADDRESS: Flatiron Meadows Filing No. 11, Erie, CO
BUYER/BORROWER: To Be Determined
OWNER(S): HT Flatiron LP, a Delaware limited partnership
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 146526203010(Tr D) 146523010003(Tr C) 146523310007(Tr E)

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: NCS Colorado, a division of Fidelity National Title
8055 E Tufts Ave
#300
Denver, CO 80237

ATTN: Peppy Newton
PHONE: (720) 200-1237
FAX: (303) 633-7720
E-MAIL: pnewton@fnf.com

TO: Hines
1515 Wynkoop Street
Suite 800
Denver, CO 80202

ATTN: David Klebba
PHONE: (000) 000-0000
FAX: (000) 000-0000
E-MAIL: Dave.Klebba@hines.com

TO: National Commercial Services Colorado
8055 E. Tufts Ave.
Suite 300
Denver, CO 80237

ATTN: Loretta Mosbarger - Escrow Assistant
PHONE: (720) 200-1228
FAX: (303) 633-1991
E-MAIL: lmosbarger@fnf.com

TO: National Commercial Services Colorado
8055 E. Tufts Ave.
Suite 300
Denver, CO 80237

ATTN: Robert Masten-Sales Executive
PHONE: (000) 000-0000
FAX: (000) 000-0000
E-MAIL: robert.masten@fnf.com

TO: FNTG-NCS CO
950 S. Cherry St.
Suite 1414
Denver, CO 80246

ATTN: Darrin Kunselman
PHONE: (720) 200-1233
FAX: (000) 000-0000
E-MAIL: darrin.kunselman@fnf.com

TO: National Commercial Services Main
8055 E Tufts Ave
#300
Denver, CO 80237

ATTN: Peppy Newton
PHONE: (303) 291-9977
FAX: (303) 633-7720
E-MAIL: pnewton@fnf.com



END OF TRANSMITTAL

Fidelity National Title Insurance Company
COMMITMENT
SCHEDULE A

Commitment No: 100-N0010920-020-PN

1. Effective Date: March 22, 2017 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06 To Be Determined	\$TBD
(b) None	\$0.00

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

A Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

[HT Flatiron LP, a Delaware limited partnership](#)

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

See Attached Legal Description

(for informational purposes only) Flatiron Meadows Filing No. 11, Erie, CO

PREMIUMS:

Tax Certificate (3 Parcels)	54.00
Work Charge - TBD Commitment	100.00

Attached Legal Description

Tract C, Flatiron Meadows Subdivision – Master Plat, [Reception No. 2988916](#), Tract E, Flatiron Meadows Filing No. 7, [Reception No. 3520949](#) and Tract D, Flatiron Meadows Filing No. 8, [Reception No. 3529609](#), Town of Erie, County of Boulder, State of Colorado.

SCHEDULE B – Section 1

Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): [HT Flatiron LP, a Delaware limited partnership](#)

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. Copy of Partnership Agreement of Authority for HT Flatiron LP, a Delaware limited partnership pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

Statement of Authority for HT Flatiron LP, a Delaware limited partnership recorded November 21, 2016 at [Reception No. 03558299](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Justin Soliman, Manager

Upon verification of payment of all taxes for prior years, the exception relating to taxes under Schedule B of the policy(ies) to be issued will be amended to read as follows:

Taxes and assessments for the year 2017 and subsequent years, a lien, not yet due or payable.

This commitment is subject to such further exceptions and/or requirements as may appear necessary when the name of the proposed insured has been disclosed.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$50,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

END OF REQUIREMENTS

SCHEDULE B – Section 2
Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservation of Coal and the right of ingress and egress for the purpose of mining the same as set forth in instrument recorded February 25, 1891 in [Book 138 at Page 317](#).

Note: Release and Quit Claim Deed recorded November 24, 1998 at [Reception No. 1874271](#).
Request for Notification of Surface Development recorded May 17, 2002 at [Reception No. 2288462](#).
Relinquishment and Quit Claim recorded July 10, 2007 at [Reception No. 2867978](#).

9. Terms, agreements, provisions, conditions and obligations as contained in Oil and Gas Lease recorded November 28, 1978 at [Reception No. 311444](#) and all amendments, supplements, declarations, affidavits, agreements, assignments, extensions and notifications thereto, including but not limited to the following:

Declaration of Unitization recorded March 17, 1992 at [Reception No. 1168173](#); Affidavit of Extension of Oil and Gas Lease Production recorded May 15, 1997 at [Reception No. 1698739](#);
Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at [Reception No. 2112344](#);
Partial Assignment of Oil and Gas Lease from Mary P. Young a/k/a Mary Patricia Brennan Young to Young Ventures LLLP, a Colorado LLLP, recorded January 31, 2001 at [Reception No. 2114771](#);
Assignment recorded May 17, 2006 at [Reception No. 2777205](#); October 19, 2006 at [Reception No. 2812817](#); Amendment recorded January 24, 2007 at [Reception No. 2831791](#);
Surface Use Agreement recorded January 25, 2007 at [Reception No. 2832176](#);
Surface Use Agreement recorded March 30, 2007 at [Reception No. 2846129](#);
Surface Use Agreement recorded April 9, 2007 at [Reception No. 2848104](#);

Assignment's recorded September 4, 2007 at [Reception No. 2880730](#) and at [Reception No. 2880731](#);
Request for Notification of Surface Development recorded October 23, 2007 at [Reception No. 2890878](#);
Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at [Reception No. 2900941](#);
Assignment recorded December 21, 2009 at [Reception No. 3048862](#);
Affidavit's of Extension recorded September 30, 2011 at [Reception No's. 3179903](#) and [Reception No. 3179904](#) and [Reception No. 3179905](#);
Affidavit's of Extension recorded February 15, 2012 at [Reception No. 3202961](#) and [Reception No. 3202962](#) and [Reception No. 3202963](#) ;
Special Warranty Deed, Assignment, Bill of Sale and Conveyance recorded January 7, 2013 at [Reception No. 3280638](#). Mineral Deed, Conveyance, Assignment, and Bill of Sale recorded November 13, 2014 at [Reception No. 03412640](#).

10. An easement for gas or oil lines and incidental purposes granted to Western Slope Gas Company, by the instrument recorded June 24, 1982 at [Reception No. 499913](#) and Correction recorded September 16, 1996 at [Reception No. 1642602](#).
11. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Longmont Fire Protection District, as set forth in instrument recorded April 29, 1985 at [Reception No. 685397](#) and September 3, 1985 at [Reception No. 710155](#).
12. Terms, conditions, provisions, agreements and obligations specified under the Oil and Gas lease recorded April 25, 1991 at [Reception No. 1099323](#) and all amendments, supplements, declaration of affidavits, agreements, assignments, extensions and notifications thereto, including but not limited to the following:

Affidavit's of Extension recorded February 15, 2012 at [Reception No. 3202961](#) and at Reception No. [3202962](#) and at [Reception No. 3202963](#).
13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Erie Water and Sanitation District, as set forth in instrument recorded December 22, 1993 at [Reception No. 1375530](#).
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Northern Colorado Water Conservancy District, as set forth in instrument recorded February 14, 1994 at Reception No. [1394497](#) and October 8, 1994 at [Reception No. 1468332](#) and January 21, 1997 at Reception No. [01671966](#).
15. Terms, conditions, provisions, agreements and obligations specified under the Grant of Easement recorded April 18, 1997 at [Reception No. 1691800](#).
16. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Flatiron Meadows Metropolitan District, as set forth in instrument recorded December 27, 2006 at [Reception No. 2825615](#).

17. Terms, conditions, provisions, agreements and obligations specified under the Grant of Permanent Access and Utilities Easement Agreement recorded January 27, 2006 at [Reception No. 2753293](#).
18. Terms, agreements, provisions, conditions and obligations as set forth in Ordinance No. 18-2007 recorded July 24, 2007 at [Reception No. 2871224](#) and Ordinance No. 19-2007 recorded July 24, 2007 at Reception [No. 2871225](#) and re-recorded September 17, 2007 at [Reception No. 2883461](#).

NOTE: Flatiron Meadows PUD Overlay Map recorded June 13, 2012 at [Reception No. 03229246](#) and Flatiron Meadows PUD Overlay Map Amendment No. 1 recorded February 14, 2014 at Reception No. [3366222](#).

19. Reservation of all minerals and mineral rights, including without limitation all oil, gas, and gravel rights, and royalty interests, and any oil and gas leases, and any surface rights which are appurtenant to such minerals and mineral rights as set forth in Deed recorded August 2, 2007 at [Reception No. 2873129](#).

Quit Claim Deed recorded September 4, 2007 at [Reception No. 2880728](#). Agreement regarding Surface Rights recorded June 18, 2012 at [Reception No. 03229890](#).

Quit Claim Deed recorded December 24, 2012 at [Reception No. 03277193](#).

20. Terms, agreements, provisions, conditions and obligations as set forth in the Resolution of Board of Directors of Flatiron Meadows Metropolitan District Boulder County, Colorado, regarding the Imposition of Development Fees, recorded August 17, 2007 at [Reception No. 2877004](#).
 21. All notes, notices, obligations, covenants, conditions, restrictions, ditches, rights-of-way and easements as dedicated by the plat or as shown on the plat of FLATIRON MEADOWS SUBDIVISION - MASTER PLAT, recorded March 31, 2009 at [Reception No. 2988916](#).
 22. Terms, agreements, provisions, conditions, requirements and obligations as contained in the Master Development Agreement recorded March 31, 2009 at [Reception No. 2988917](#), Flatiron Meadows First Amended and Restated Master Development Agreement recorded March 30, 2012 at Reception No. [03212843](#). Second Amended and Restated Master Development Agreement recorded September 9, 2015 at [Reception No. 03472486](#).
- NOTE: Partial Assignment & Assumption of Second Amended and Restate Master Development Agreement recorded November 2, 2015 at [Reception No. 03483084](#).
- NOTE: Town of Erie Consent to Assignment recorded November 2, 2015 at [Reception No. 03483085](#).
23. Terms, agreements, provisions, conditions and obligations as contained in the Grant of Permanent Avigation Easement Agreement recorded March 31, 2009 at [Reception No. 2988918](#) and June 13, 2012 at [Reception No. 03229233](#).

24. Terms, agreements, provisions, conditions, obligations and easements as contained in the Grant of Drainage Easement Agreement recorded April 24, 2012 at [Reception No. 03218336](#).

NOTE: Ordinance No. 04-2014 recorded January 23, 2014 at [Reception No. 3363242](#).

25. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Flatiron Meadows - Filing No. 1 recorded June 13, 2012 at [Reception No. 3229244](#).

NOTE: Ratification of Plat recorded June 18, 2012 at [Reception No. 3229893](#).

NOTE: Ordinance No. 29-2012 Series of 2012 recorded October 17, 2012 at [Reception No. 3260150](#).

26. Terms, conditions, provisions, agreements and obligations specified under the Flatiron Meadows Filing No. 1 Development Agreement recorded June 13, 2012 at [Reception No. 3229245](#).

27. Terms, agreements, provisions, obligations, covenants, conditions, restrictions, easements, assessment and lien rights, as set forth in Master Declaration of Covenants, Conditions and Restrictions for Flatiron Meadows Master Association, Inc., recorded June 18, 2012 at [Reception No. 3229945](#) and any and all amendments, supplements, assignments or annexations thereto.

NOTE: First Supplement recorded November 26, 2012 at [Reception No. 3269337](#), Second Supplement recorded May 24, 2013 at [Reception No. 3314682](#), Third Supplement recorded November 4, 2013 at [Reception No. 3351130](#), Fourth Supplement recorded August 6, 2014 at [Reception No. 3395801](#).

NOTE: Declaration of Address for Foreclosure Notification recorded September 17, 2014 at [Reception No. 03402971](#).

NOTE: Partial Assignment of Declarant Rights recorded November 26, 2012 at [Reception No. 3269476](#).

NOTE: Assignment & Assumption of Declarant Rights recorded November 2, 2015 at [Reception No. 03483083](#).

NOTE: Supplemental Declaration recorded June 16, 2016 at [Reception No. 03524362](#)

NOTE: Supplemental Declaration recorded October 28, 2016 at [Reception No. 03553827](#)

28. Terms, conditions, provisions, agreements and obligations specified under the Leyner-Cottonwood Consolidated Ditch Co. and Flatiron Investors, LLC Crossing Agreement recorded September 21, 2012 at [Reception No. 3253543](#).

29. Terms, conditions, provisions, agreements and obligations specified under the Agreement between Leyner Cottonwood Consolidated Ditch Company and Bayou Development Corp. recorded February 21, 2013 at [Reception No. 3291445](#).

30. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Flatiron Meadows - Filing No. 2 recorded May 22, 2013 at [Reception No. 3313537](#).
31. Terms, conditions, provisions, agreements and obligations specified under the Flatiron Meadows Filing No. 2 Development Agreement recorded May 21, 2013 at [Reception No. 3313538](#).
32. Terms, conditions, provisions, agreements and obligations specified under the Agreement Between Leyner Cottonwood Consolidated Ditch Company and Bayou Development Corp. recorded November 15, 2013 at [Reception No. 3353036](#).

NOTE: First Amendment Agreement between Leyner Cottonwood Consolidated Ditch Company and Bayou Development Corp. recorded March 6, 2014 at [Reception No. 3369108](#).
33. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Resolution of Flatiron Meadows Metropolitan District Establishing Development Fee recorded December 18, 2013 at [Reception No. 3358046](#).
34. Terms, conditions, provisions, agreements and obligations specified under the Grant of Permanent Access and Utilities Easement Agreement recorded January 23, 2014 at [Reception No. 3363243](#).
35. Terms, conditions, provisions, agreements and obligations specified under the Grant of Permanent Access and Utilities Easement Agreement recorded February 14, 2014 at [Reception No. 3366219](#).
36. All easements, notes, notices, obligations, covenants, conditions, restrictions, ditches and rights-of-way as shown on the plat of FLATIRON MEADOWS SUBDIVISION - FILING NO. 4 , recorded February 14, 2014 at [Reception No. 3366220](#).
37. Terms, conditions, provisions, agreements and obligations specified under the Flatiron Meadows Filing No. 4 Development Agreement recorded February 14, 2014 at [Reception No. 3366221](#).
38. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, by the instrument recorded May 14, 2014 at [Reception No. 3380169](#).
39. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado , by the instrument recorded May 14, 2014 at [Reception No. 3380170](#).
40. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, by the instrument recorded May 14, 2014 at [Reception No. 3380173](#).

41. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Agreement of Sale recorded May 22, 2014 at [Reception No. 3381256](#).

Note: Partial Termination and Release of Memorandum of Agreement of Sale recorded January 14, 2016 at [Reception No. 03495916](#).

42. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, by the instrument recorded July 8, 2014 at [Reception No. 3390225](#).

43. Terms, conditions, provisions, agreements and obligations specified under the License Agreement recorded February 8, 2016 at [Reception No. 03499947](#).

44. Terms, conditions, provisions, agreements and obligations specified under the License Agreement Recorded March 11, 2016 at [Reception No. 03505598](#).

45. Terms, conditions, provisions, agreements and obligations specified under Agreement Regarding Fees imposed by Flatiron Meadows Metropolitan District recorded November 2, 2015 at Reception No. [03483086](#) and re-recorded November 3, 2015 at [Reception No. 03483223](#).

46. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,051,500.00
Trustor/Grantor HT Flatiron LP, a Delaware limited partnership
Trustee: Public Trustee of Boulder County
Beneficiary: Lennar Colorado LLC
Dated Date: October 20, 2015
Recording Date: November 2, 2015
Recording No: [Reception No. 03483043](#)

Recognition, Attornment and Subordination Agreement

Recording Date: May 27, 2016
Recording No: [Reception No. 03520728](#)

47. A construction deed of trust to secure an indebtedness in the amount shown below,

Amount: \$30,000,000.00
Trustor/Grantor HT Flatiron LP, a Delaware limited partnership
Trustee: Public Trustee of Boulder County
Beneficiary: Flagstar Bank, FSB
Dated Date: May 25, 2016
Recording Date: May 27, 2016
Recording No: [Reception No. 03520726](#)

Assignment of Rights

Recording Date: May 27, 2016
Recording No: [Reception No. 03520727](#)

Recognition, Attornment and Subordination Agreement

Recording Date: May 27, 2016
Recording No: [Reception No. 03520728](#)

Recognition, Attornment and Subordination Agreement

Recording Date: May 27, 2016
Recording No: [Reception No. 03520729](#)

Recognition, Attornment and Subordination Agreement

Recording Date: August 19, 2016
Recording No: [Reception No. 03538054](#)

Partial Release of Deed of Trust

Recording Date: August 5, 2016
Recording No: [Reception No. 03535070](#)

Recording Date: September 12, 2016
Recording No: [Reception No. 03542725](#)

Recording Date: November 22, 2016
Recording No: [Reception No. 03558610](#)

Recording Date: December 14, 2016
Recording No: [Reception No. 03563186](#)

Recording Date: March 3, 2017
Recording No: [Reception No. 03578418](#)

Recording Date: March 13, 2017
Recording No: [Reception No. 03579841](#)

48. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Flatiron Meadows – Filing No. 7 recorded May 31, 2016 at [Reception No. 03520949](#). Ratification of Plats recorded July 5, 2016 at [Reception No. 03528141](#).
49. Terms, conditions, provisions, agreements and obligations contained in the Flatiron Meadows Filing No. 7 Development Agreement as set forth below:
- Recording Date: May 31, 2016
Recording No.: [Reception No. 03520950](#)
50. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Flatiron Meadows – Filing No. 8 recorded July 12, 2016 at [Reception No. 03529609](#).

51. Terms, conditions, provisions, agreements and obligations contained in the Flatiron Meadows Filing No. 8 Development Agreement as set forth below:

Recording Date: July 12, 2016
Recording No.: [Reception No. 03529610](#)

52. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Application for Development as set forth below:

Recording Date: July 12, 2016
Recording No.: [Reception No. 03529919](#)

Amended Request for Notification of Application for Development

Recording Date: November 1, 2016
Recording No.: [Reception No. 03554502](#)

53. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 46-2016 as set forth below:

Recording Date: February 3, 2017
Recording No.: [Reception No. 03573280](#)

54. Terms, conditions, provisions, agreements and obligations contained in the Flatiron Meadows PUD Overlay Map Amendment No. 2 as set forth below:

Recording Date: February 3, 2017
Recording No.: [Reception No. 03573281](#)

55. Easements, terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth below:

Recording Date: February 7, 2017
Recording No.: [Reception No. 03573658](#)

56. Easements, terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

Recording Date: February 8, 2017
Recording No.: [Reception No. 03573988](#)

57. Easements, terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

Recording Date: February 8, 2017
Recording No.: [Reception No. 03573989](#)

58. Easements, terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

Recording Date: February 8, 2017

Recording No.: [Reception No. 03573990](#)

59. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

END OF EXCEPTIONS



Fidelity National Title[®] Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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.

The 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 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will provided a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity 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.

Countersigned by:

Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

CONDITIONS

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 acquired 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 the 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.
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 policies or policies committed for and such liability is subject to the insuring provisions and Conditions 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 <http://www.alta.org>.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that NCS Colorado, a division of Fidelity National Title conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

FIDELITY NATIONAL FINANCIAL

PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver’s license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p>When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>	<p>International Users. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

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

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;

- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

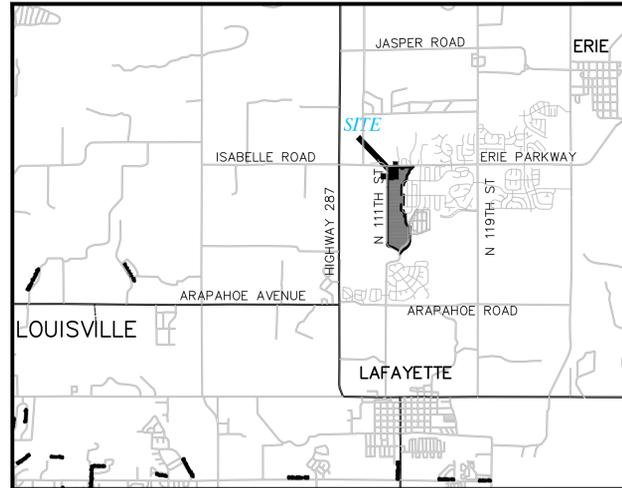
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

LEGAL DESCRIPTION IPER TITLE COMMITMENT

TRACT C, FLATIRON MEADOWS SUBDIVISION-MASTER PLAT, RECEPTION NO. 2928916, TRACT E, FLATIRON MEADOWS FILING NO. 7, RECEPTION NO. 3520949 AND TRACT D, FLATIRON MEADOWS FILING NO. 8, RECEPTION NO. 3529609, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.



VICINITY MAP
SCALE 1" = 1000'

FLOOD ZONE

THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO. 08013C0437J AND 08013C0439J, MAP REVISED DECEMBER 18, 2012, EXCEPT THAT AREA LABELED HEREON AS ZONE AE, SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.

BASIS OF BEARINGS

THE NORTH LINE LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MONUMENTED AS SHOWN HEREON AND HAVING A BEARING OF N88°23'44"E.

SURVEYOR'S STATEMENT

TO: HT FLATIRON LP
BAYOU DEVELOPMENT CORP., A COLORADO CORPORATION AND
SHANNON NEARY AND MATTHEW DEIBEL
NORTH AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 8, 11, 13 AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 6, 2017.

DATE OF PLAT OR MAP: APRIL 13, 2017



JAMES E. LYNCH, PLS NO. 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

STATUTE OF LIMITATIONS

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

INDEXING STATEMENT

DEPOSITED THIS _____ DAY OF _____, 2017, AT _____, M., IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS AT PAGE(S) _____, RECEPTION NUMBER _____

COUNTY SURVEYOR/DEPUTY COUNTY SURVEYOR

GENERAL NOTES

- THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON APRIL 6, 2017.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- THIS SURVEY DOES NOT CERTIFY TO SUBSURFACE FEATURES, IMPROVEMENTS, UTILITIES, PIPE SIZES OR BURIED LINES OF ANY TYPE. LOCATIONS DEPICTED HEREIN ARE DERIVED FROM OBSERVED SURFACE EVIDENCE AND UTILITY LOCATE MARKINGS BY AZTEC SURVEYING AND LOCATING, PRIOR TO FIELD SURVEY.
- THERE WERE NO POSTED ADDRESSES FOR THE SUBJECT PARCELS AT THE TIME OF THIS SURVEY.
- GROSS LAND AREA:

	SQUARE FEET	ACRES
TRACT C	920,185	21.125
TRACT E	1,302,622	29.904
TRACT D	2,502,107	57.440
TOTAL	4,724,914	108.469
- THE SUBJECT PARCELS ARE ZONED SR, SUBURBAN RESIDENTIAL DISTRICT, PER THE TOWN OF ERIE ZONING MAP.

FRONT SETBACK	20 OR 25 FEET
STREET SETBACK	10 OR 20 FEET
REAR SETBACK	20 OR 25 FEET
MAXIMUM BUILDING HEIGHT	35 FEET

PER THE FLATIRON MEADOWS PUD OVERLAY MAP (ITEM 43 ON SHEET 2).
- THERE WAS OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.

SCALE	N/A
DATE	4/6/2017
BY	
DATE	
REVISION DESCRIPTION	

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC
CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY
SW1/4 23, NW1/4 26, T1N, R69W, 6TH P.M.
ERIE, COLORADO
PREPARED FOR
CALIBRE ENGINEERING
8080 S. RIDGELINE BLVD., SUITE 105, HIGHLANDS RANCH, CO 80129

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

TITLE COMMITMENT NOTES

FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 100-ND010920-020-PM, WITH AN EFFECTIVE DATE OF MAY 17, 2006 AT RECEPTION NO. 2288462. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

ITEM NUMBERS BELOW REFER TO THOSE ITEMS AS LISTED IN SCHEDULE B - SECTION 2 OF SAID TITLE COMMITMENT. ITEM NUMBERS 1-7 AND 59 ARE STANDARD EXCEPTIONS NOT TO BE ADDRESSED AS A PART OF THIS SURVEY.

TC # INDICATES THE NUMBER TO WHICH THE SCHEDULE B-2 ITEM CORRESPONDS IN RELATION TO THE SUBJECT PROPERTY.

TC #8 RESERVATION OF COAL AND THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING THE SAME, AS SET FORTH IN INSTRUMENT RECORDED FEBRUARY 25, 1891 IN BOOK 138 AT PAGE 317. RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 24, 1998 AT RECEPTION NO. 1874271. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 17, 2002 AT RECEPTION NO. 2288462. RELINQUISHMENT AND QUIT CLAIM RECORDED JULY 10, 2007 AT RECEPTION NO. 2867978.
NO PLOTTABLE ELEMENTS.

TC #9 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN OIL AND GAS LEASE RECORDED NOVEMBER 28, 1978 AT RECEPTION NO. 311444 AND ALL AMENDMENTS, SUPPLEMENTS, DECLARATIONS, AFFIDAVITS, AGREEMENTS, ASSIGNMENTS, EXTENSIONS AND NOTIFICATIONS THERE TO, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: DECLARATION OF UNITIZATION RECORDED MARCH 17, 1992 AT RECEPTION NO. 1168173; AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE PRODUCTION RECORDED MAY 15, 1997 AT RECEPTION NO. 1698739; NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED JANUARY 23, 2001 AT RECEPTION NO. 2112344; PARTIAL ASSIGNMENT OF OIL AND GAS LEASE FROM MARY P. YOUNG A/K/A MARY PATRICIA BRENNAN YOUNG TO YOUNG VENTURES LLLP, A COLORADO LLLP, RECORDED JANUARY 31, 2001 AT RECEPTION NO. 2114771; ASSIGNMENT RECORDED MAY 17, 2006 AT RECEPTION NO. 2772205; OCTOBER 19, 2006 AT RECEPTION NO. 2812817; AMENDMENT RECORDED JANUARY 24, 2007 AT RECEPTION NO. 2831791; SURFACE USE AGREEMENT RECORDED JANUARY 25, 2007 AT RECEPTION NO. 2832176; SURFACE USE AGREEMENT RECORDED MARCH 30, 2007 AT RECEPTION NO. 2846129; SURFACE USE AGREEMENT RECORDED APRIL 9, 2007 AT RECEPTION NO. 2848104; ASSIGNMENTS RECORDED SEPTEMBER 4, 2007 AT RECEPTION NO.'S. 2880730 AND 2880731; REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED OCTOBER 23, 2007 AT RECEPTION NO. 2890878; REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER) RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 2900941; ASSIGNMENT RECORDED DECEMBER 21, 2009 AT RECEPTION NO. 3048862; AFFIDAVIT'S OF EXTENSION RECORDED SEPTEMBER 30, 2011 AT RECEPTION NO.'S. 3179903 AND RECEPTION NO. 3179904 AND RECEPTION NO. 3179905; AFFIDAVIT'S OF EXTENSION RECORDED FEBRUARY 15, 2012 AT RECEPTION NO. 3202961 AND RECEPTION NO. 3202962 AND RECEPTION NO. 3202963; SPECIAL WARRANTY DEED, ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED JANUARY 7, 2013 AT RECEPTION NO. 03280638. MINERAL DEED, CONVEYANCE, ASSIGNMENT, AND BILL OF SALE RECORDED NOVEMBER 13, 2014 AT RECEPTION NO. 03412640.
NO PLOTTABLE ELEMENTS.

TC #10 AN EASEMENT FOR GAS OR OIL LINES AND INCIDENTAL PURPOSES GRANTED TO WESTERN SLOPE GAS COMPANY, BY THE INSTRUMENT RECORDED JUNE 24, 1982 AT RECEPTION NO. 499913 AND CORRECTION RECORDED SEPTEMBER 16, 1996 AT RECEPTION NO. 1642802.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENTS IS SHOWN HEREON.

TC #11 ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF SUBJECT PROPERTY IN THE LONGMONT FIRE PROTECTION DISTRICT, AS SET FORTH IN INSTRUMENT RECORDED APRIL 29, 1985 AT RECEPTION NO. 685397 AND SEPTEMBER 3, 1985 AT RECEPTION NO. 710155.
NO PLOTTABLE ELEMENTS.

TC #12 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE OIL AND GAS LEASE RECORDED APRIL 25, 1991 AT RECEPTION NO. 1099323 AND ALL AMENDMENTS, SUPPLEMENTS, DECLARATION OF AFFIDAVITS, AGREEMENTS, ASSIGNMENTS, EXTENSIONS AND NOTIFICATIONS THERE TO, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AFFIDAVIT'S OF EXTENSION RECORDED FEBRUARY 15, 2012 AT RECEPTION NO. 3202961 AND RECEPTION NO. 3202962 AND RECEPTION NO. 3202963.
NO PLOTTABLE ELEMENTS.

TC #13 ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ERIE WATER AND SANITATION DISTRICT, AS SET FORTH IN INSTRUMENT RECORDED DECEMBER 22, 1993 AT RECEPTION NO. 1375530.
NO PLOTTABLE ELEMENTS.

TC #14 ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS SET FORTH IN INSTRUMENT RECORDED FEBRUARY 14, 1994 AT RECEPTION NO. 1394497 AND OCTOBER 8, 1994 AT RECEPTION NO. 1468332 AND JANUARY 21, 1997 AT RECEPTION NO. 01671966.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT UNDER RECEPTION NO. 1468332 IS SHOWN HEREON. THERE ARE NO PLOTTABLE ELEMENTS IN THE REMAINING DOCUMENTS DESCRIBED ABOVE.

TC #15 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF EASEMENT RECORDED APRIL 18, 1997 AT RECEPTION NO. 1691900.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT IS SHOWN HEREON.

TC #16 ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FLATIRON MEADOWS METROPOLITAN DISTRICT, AS SET FORTH IN INSTRUMENT RECORDED DECEMBER 27, 2006 AT RECEPTION NO. 2825615.
NO PLOTTABLE ELEMENTS.

TC #17 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF PERMANENT ACCESS AND EASEMENT RECORDED JANUARY 27, 2006 AT RECEPTION NO. 2753293.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT IS SHOWN HEREON.

TC #18 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 18-2007 RECORDED JULY 24, 2007 AT RECEPTION NO. 2871224 AND ORDINANCE NO. 19-2007 RECORDED JULY 24, 2007 AT RECEPTION NO. 2871225 AND RE-RECORDED SEPTEMBER 17, 2007 AT RECEPTION NO. 2883461.
NOTE: FLATIRON MEADOWS PUD OVERLAY MAP RECORDED JUNE 13, 2012 AT RECEPTION NO. 03229246 AND FLATIRON MEADOWS PUD OVERLAY MAP AMENDMENT NO. 1 RECORDED FEBRUARY 14, 2014 AT RECEPTION NO. 3366222.
NO PLOTTABLE ELEMENTS.

TC #19 RESERVATION OF ALL MINERALS AND MINERAL RIGHTS, INCLUDING WITHOUT LIMITATION ALL OIL, GAS, AND GRAVEL RIGHTS, AND ROYALTY INTERESTS, AND ANY OIL AND GAS LEASES, AND ANY SURFACE RIGHTS WHICH ARE APPURTENANT TO SUCH MINERALS AND MINERAL RIGHTS AS SET FORTH IN DEED RECORDED AUGUST 2, 2007 AT RECEPTION NO. 2873129. QUIT CLAIM DEED RECORDED SEPTEMBER 4, 2007 AT RECEPTION NO. 2880728. AGREEMENT REGARDING SURFACE RIGHTS RECORDED JUNE 18, 2012 AT RECEPTION NO. 03229890. QUIT CLAIM DEED RECORDED DECEMBER 24, 2012 AT RECEPTION NO. 03277191.
NO PLOTTABLE ELEMENTS.

TC #20 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS SET FORTH IN THE RESOLUTION OF BOARD OF DIRECTORS OF FLATIRON MEADOWS METROPOLITAN DISTRICT BOULDER COUNTY, COLORADO, REGARDING THE IMPOSITION OF DEVELOPMENT FEES, RECORDED AUGUST 17, 2007 AT RECEPTION NO. 2877004.
NO PLOTTABLE ELEMENTS.

TC #21 ALL NOTES, NOTICES, OBLIGATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, DITCHES, RIGHTS-OF-WAY AND EASEMENTS AS DEDICATED BY THE PLAT OR AS SHOWN ON THE PLAT OF FLATIRON MEADOWS SUBDIVISION - MASTER PLAT, RECORDED MARCH 31, 2009 AT RECEPTION NO. 2988916.
THE AFFECTS OF THE ABOVE PLAT ARE SHOWN HEREON.

TC #22 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, REQUIREMENTS AND OBLIGATIONS AS CONTAINED IN THE MASTER DEVELOPMENT AGREEMENT RECORDED MARCH 31, 2009 AT RECEPTION NO. 2988917. FLATIRON MEADOWS FIRST AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RECORDED MARCH 30, 2012 AT RECEPTION NO. 03212843. SECOND AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 9, 2015 AT RECEPTION NO. 03472486.
NOTE: PARTIAL ASSIGNMENT & ASSUMPTION OF SECOND AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RECORDED NOVEMBER 2, 2015 AT RECEPTION NO. 03483084.
NOTE: TOWN OF ERIE CONSENT TO ASSIGNMENT RECORDED NOVEMBER 2, 2015 AT RECEPTION NO. 03483085.
NO PLOTTABLE ELEMENTS.

TC #23 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THE GRANT OF PERMANENT AVIGATION EASEMENT AGREEMENT RECORDED MARCH 31, 2009 AT RECEPTION NO. 2988918 AND JUNE 13, 2012 AT RECEPTION NO. 03229233.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENTS IS A BLANKET EASEMENT OVER THE ENTIRE SUBJECT PARCELS.

TC #24 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE GRANT OF DRAINAGE EASEMENT AGREEMENT RECORDED APRIL 24, 2012 AT RECEPTION NO. 03218336 LOCATED AS REFERENCED ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY JAMES E. LYNCH, PLS 37933 ON BEHALF OF AZTEC CONSULTANTS, INC., DATED JULY 26, 2015, LAST UPDATED AUGUST 19, 2015.
NOTE: ORDINANCE NO. 04-2014 RECORDED JANUARY 23, 2014 AT RECEPTION NO. 3363242.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENTS DOES NOT FALL WITHIN THE SUBJECT BOUNDARY.

TC #25 EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE PLAT OF FLATIRON MEADOWS PUD OVERLAY MAP RECORDED JUNE 13, 2012 AT RECEPTION NO. 03229244.
NOTE: RATIFICATION OF PLAT RECORDED JUNE 18, 2012 AT RECEPTION NO. 3229893.
NOTE: ORDINANCE NO. 29-2012 SERIES OF 2012 RECORDED OCTOBER 17, 2012 AT RECEPTION NO. 3260150.
THE AFFECTS OF THE ABOVE PLAT ARE SHOWN HEREON.

TC #26 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE FLATIRON MEADOWS FILING NO. 1 DEVELOPMENT AGREEMENT RECORDED JUNE 13, 2012 AT RECEPTION NO. 3229245.
THE DOCUMENT DESCRIBED ABOVE DOES NOT AFFECT THE SUBJECT PARCELS.

TC #27 TERMS, AGREEMENTS, PROVISIONS, OBLIGATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENT AND LIEN RIGHTS, AS SET FORTH IN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLATIRON MEADOWS MASTER ASSOCIATION, INC., RECORDED JUNE 18, 2012 AT RECEPTION NO. 3229945 AND ANY AND ALL AMENDMENTS, SUPPLEMENTS, ASSIGNMENTS OR ANNEXATIONS THERE TO.
NOTE: FIRST SUPPLEMENT RECORDED NOVEMBER 26, 2012 AT RECEPTION NO. 3269337, SECOND SUPPLEMENT RECORDED MAY 24, 2013 AT RECEPTION NO. 3314682, THIRD SUPPLEMENT RECORDED NOVEMBER 4, 2013 AT RECEPTION NO. 3351130, FOURTH SUPPLEMENT RECORDED AUGUST 6, 2014 AT RECEPTION NO. 3395801.
NOTE: DECLARATION OF ADDRESS FOR FORECLOSURE NOTIFICATION RECORDED SEPTEMBER 17, 2014 AT RECEPTION NO. 03402971.
NOTE: PARTIAL ASSIGNMENT OF DECLARANT RIGHTS RECORDED NOVEMBER 26, 2012 AT RECEPTION NO. 3269476.
NOTE: ASSIGNMENT & ASSUMPTION OF DECLARANT RIGHTS RECORDED NOVEMBER 2, 2015 AT RECEPTION NO. 03483083.
NOTE: SUPPLEMENTAL DECLARATION RECORDED JUNE 16, 2016 AT RECEPTION NO. 03524362
NOTE: SUPPLEMENTAL DECLARATION RECORDED OCTOBER 28, 2016 AT RECEPTION NO. 03553827
NO PLOTTABLE ELEMENTS.

TC #28 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE LEYNER-COTTONWOOD CONSOLIDATED DITCH CO. AND FLATIRON INVESTORS, LLC CROSSING AGREEMENT RECORDED SEPTEMBER 21, 2012 AT RECEPTION NO. 3253543.
NO PLOTTABLE ELEMENTS.

TC #29 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE AGREEMENT BETWEEN LEYNER COTTONWOOD CONSOLIDATED DITCH COMPANY AND BAYOU DEVELOPMENT CORP. RECORDED FEBRUARY 21, 2013 AT RECEPTION NO. 3291445.
NO PLOTTABLE ELEMENTS.

TC #30 EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE PLAT OF FLATIRON MEADOWS - FILING NO. 2 RECORDED MAY 22, 2013 AT RECEPTION NO. 3313537.
THE ABOVE PLAT DOES NOT AFFECT THE SUBJECT PARCELS.

TC #31 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE FLATIRON MEADOWS FILING NO. 2 DEVELOPMENT AGREEMENT RECORDED MAY 21, 2013 AT RECEPTION NO. 3313538.
THE DOCUMENT DESCRIBED ABOVE DOES NOT AFFECT THE SUBJECT PARCELS.

TC #32 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE AGREEMENT BETWEEN LEYNER COTTONWOOD CONSOLIDATED DITCH COMPANY AND BAYOU DEVELOPMENT CORP. RECORDED NOVEMBER 15, 2013 AT RECEPTION NO. 3353036.
NOTE: FIRST AMENDMENT AGREEMENT BETWEEN LEYNER COTTONWOOD CONSOLIDATED DITCH COMPANY AND BAYOU DEVELOPMENT CORP. RECORDED MARCH 6, 2014 AT RECEPTION NO. 3369108.
NO PLOTTABLE ELEMENTS.

TC #33 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE MEMORANDUM OF RESOLUTION OF FLATIRON MEADOWS METROPOLITAN DISTRICT ESTABLISHING DEVELOPMENT FEE RECORDED DECEMBER 18, 2013 AT RECEPTION NO. 3358046.
THE DOCUMENT DESCRIBED ABOVE DOES NOT AFFECT THE SUBJECT PARCELS.

TC #34 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT RECORDED JANUARY 23, 2014 AT RECEPTION NO. 3363243.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT IS SHOWN HEREON.

TC #35 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT RECORDED FEBRUARY 14, 2014 AT RECEPTION NO. 3366219.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT IS SHOWN HEREON.

TC #36 ALL EASEMENTS, NOTES, NOTICES, OBLIGATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, DITCHES AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF FLATIRON MEADOWS SUBDIVISION - FILING NO. 4, RECORDED FEBRUARY 14, 2014 AT RECEPTION NO. 3366220.
THE ABOVE PLAT DOES NOT AFFECT THE SUBJECT PARCELS.

TC #37 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE FLATIRON MEADOWS FILING NO. 4 DEVELOPMENT AGREEMENT RECORDED FEBRUARY 14, 2014 AT RECEPTION NO. 3366221.
NO PLOTTABLE ELEMENTS.

TC #38 AN EASEMENT FOR UTILITY LINES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, BY THE INSTRUMENT RECORDED MAY 14, 2014 AT RECEPTION NO. 3380169.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT DOES NOT FALL WITHIN THE SUBJECT BOUNDARY.

TC #39 AN EASEMENT FOR UTILITY LINES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, BY THE INSTRUMENT RECORDED MAY 14, 2014 AT RECEPTION NO. 3380170.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT DOES NOT FALL WITHIN THE SUBJECT BOUNDARY.

TC #40 AN EASEMENT FOR UTILITY LINES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, BY THE INSTRUMENT RECORDED MAY 14, 2014 AT RECEPTION NO. 3380173.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT DOES NOT FALL WITHIN THE SUBJECT BOUNDARY.

TC #41 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE MEMORANDUM OF AGREEMENT OF SALE RECORDED MAY 22, 2014 AT RECEPTION NO. 3381256.
NO PLOTTABLE ELEMENTS.

TC #42 AN EASEMENT FOR UTILITY LINES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, BY THE INSTRUMENT RECORDED JULY 8, 2014 AT RECEPTION NO. 3390225.
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT DOES NOT FALL WITHIN THE SUBJECT BOUNDARY.

TC #43 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE LICENSE AGREEMENT RECORDED FEBRUARY 8, 2016 AT RECEPTION NO. 03499947.
NO PLOTTABLE ELEMENTS.

TC #44 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE LICENSE AGREEMENT RECORDED MARCH 11, 2016 AT RECEPTION NO. 03505598.
NO PLOTTABLE ELEMENTS.

TC #45 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER AGREEMENT REGARDING FEES IMPOSED BY FLATIRON MEADOWS METROPOLITAN DISTRICT RECORDED NOVEMBER 2, 2015 AT RECEPTION NO. 03483086 AND RE-RECORDED NOVEMBER 3, 2015 AT RECEPTION NO. 03483223.
NO PLOTTABLE ELEMENTS.

TC #46 A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AMOUNT: \$1,051,500.00.
TRUSTOR/GRANTOR HT FLATIRON LP, A DELAWARE LIMITED PARTNERSHIP
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY
BENEFICIARY: LENNAR COLORADO LLC
DATED DATE: OCTOBER 20, 2015
RECORDING DATE: NOVEMBER 2, 2015
RECORDING NO: RECEPTION NO. 03483043
RECOGNITION, ATTORNMEN AND SUBORDINATION AGREEMENT
RECORDING DATE: MAY 27, 2016
RECORDING NO: RECEPTION NO. 03520728
NO PLOTTABLE ELEMENTS.

TC #47 A CONSTRUCTION DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AMOUNT: \$30,000,000.00.
TRUSTOR/GRANTOR HT FLATIRON LP, A DELAWARE LIMITED PARTNERSHIP
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY
BENEFICIARY: FLAGSTAR BANK; FSB
DATED DATE: MAY 25, 2016
RECORDING DATE: MAY 27, 2016
RECORDING NO: RECEPTION NO. 03520726
ASSIGNMENT OF RIGHTS
RECORDING DATE: MAY 27, 2016
RECORDING NO: RECEPTION NO. 03520727
RECOGNITION, ATTORNMEN AND SUBORDINATION AGREEMENT
RECORDING DATE: MAY 27, 2016
RECORDING NO: RECEPTION NO. 03520728
RECOGNITION, ATTORNMEN AND SUBORDINATION AGREEMENT
RECORDING DATE: MAY 27, 2016
RECORDING NO: RECEPTION NO. 03520729
RECOGNITION, ATTORNMEN AND SUBORDINATION AGREEMENT
RECORDING DATE: AUGUST 19, 2016
RECORDING NO: RECEPTION NO. 03538054
PARTIAL RELEASE OF DEED OF TRUST
RECORDING DATE: AUGUST 5, 2016
RECORDING NO: RECEPTION NO. 03535070
RECORDING DATE: SEPTEMBER 12, 2016
RECORDING NO: RECEPTION NO. 03542725
RECORDING DATE: NOVEMBER 22, 2016
RECORDING NO: RECEPTION NO. 03558610
RECORDING DATE: DECEMBER 14, 2016
RECORDING NO: RECEPTION NO. 03563186
RECORDING DATE: MARCH 3, 2017
RECORDING NO: RECEPTION NO. 03578418
RECORDING DATE: MARCH 13, 2017
RECORDING NO: RECEPTION NO. 03579841
NO PLOTTABLE ELEMENTS.

TC #48 EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE PLAT OF FLATIRON MEADOWS - FILING NO. 7 RECORDED MAY 31, 2016 AT RECEPTION NO. 03520949. RATIFICATION OF PLATS RECORDED JULY 5, 2016 AT RECEPTION NO. 03528141.
THE AFFECTS OF THE ABOVE PLAT ARE SHOWN HEREON.

TC #49 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE FLATIRON MEADOWS FILING NO. 7 DEVELOPMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: MAY 31, 2016
RECORDING NO: RECEPTION NO. 03520950
NO PLOTTABLE ELEMENTS.

TC #50 EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE PLAT OF FLATIRON MEADOWS - FILING NO. 8 RECORDED JULY 12, 2016 AT RECEPTION NO. 03529609.
THE AFFECTS OF THE ABOVE PLAT ARE SHOWN HEREON.

TC #51 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE FLATIRON MEADOWS FILING NO. 8 DEVELOPMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: JULY 12, 2016
RECORDING NO: RECEPTION NO. 03529610
NO PLOTTABLE ELEMENTS.

TC #52 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE REQUEST FOR NOTIFICATION OF APPLICATION FOR DEVELOPMENT AS SET FORTH BELOW:
RECORDING DATE: JULY 12, 2016
RECORDING NO: RECEPTION NO. 03529919
AMENDED REQUEST FOR NOTIFICATION OF APPLICATION FOR DEVELOPMENT
RECORDING DATE: NOVEMBER 1, 2016
RECORDING NO: RECEPTION NO. 03554502
NO PLOTTABLE ELEMENTS.

TC #53 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 46-2016 AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 3, 2017
RECORDING NO: RECEPTION NO. 03573280
NO PLOTTABLE ELEMENTS.

TC #54 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE FLATIRON MEADOWS PUD OVERLAY MAP AMENDMENT NO. 2 AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 3, 2017
RECORDING NO: RECEPTION NO. 03573281
NO PLOTTABLE ELEMENTS.

TC #55 EASEMENTS, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE EASEMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 7, 2017
RECORDING NO: RECEPTION NO. 03573658
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT DOES NOT FALL WITHIN THE SUBJECT BOUNDARY.

TC #56 EASEMENTS, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE PUBLIC SERVICE COMPANY OF COLORADO EASEMENT AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 8, 2017
RECORDING NO: RECEPTION NO. 03573988
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT IS SHOWN HEREON.

TC #57 EASEMENTS, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE PUBLIC SERVICE COMPANY OF COLORADO EASEMENT AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 8, 2017
RECORDING NO: RECEPTION NO. 03573989
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT IS SHOWN HEREON.

TC #58 EASEMENTS, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE PUBLIC SERVICE COMPANY OF COLORADO EASEMENT AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 8, 2017
RECORDING NO: RECEPTION NO. 03573990
THE EASEMENT DESCRIBED IN THE ABOVE DOCUMENT IS SHOWN HEREON.

SCALE	N/A
DATE	4/6/2017
BY	
DATE	
REVISION DESCRIPTION	

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com



ALTA/NSPS LAND TITLE SURVEY
SW1/4 23, NW1/4 26, T1N, R69W, 6TH P.M.
ERIE, COLORADO
PREPARED FOR
CALIBRE ENGINEERING
9090 S. RIDGELINE BLVD., SUITE 105, HIGHLANDS RANCH, CO 80129

SHEET	2
OF	5 SHEETS
JOB NO.	23417-11

ALTA/NSPS LAND TITLE SURVEY

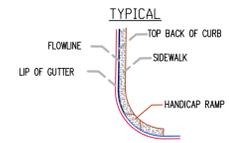
A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- ▲ FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "LS 16406"
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- (R) RECORDED BEARING AND DISTANCE
- (M) MEASURED BEARING AND DISTANCE

LEGEND

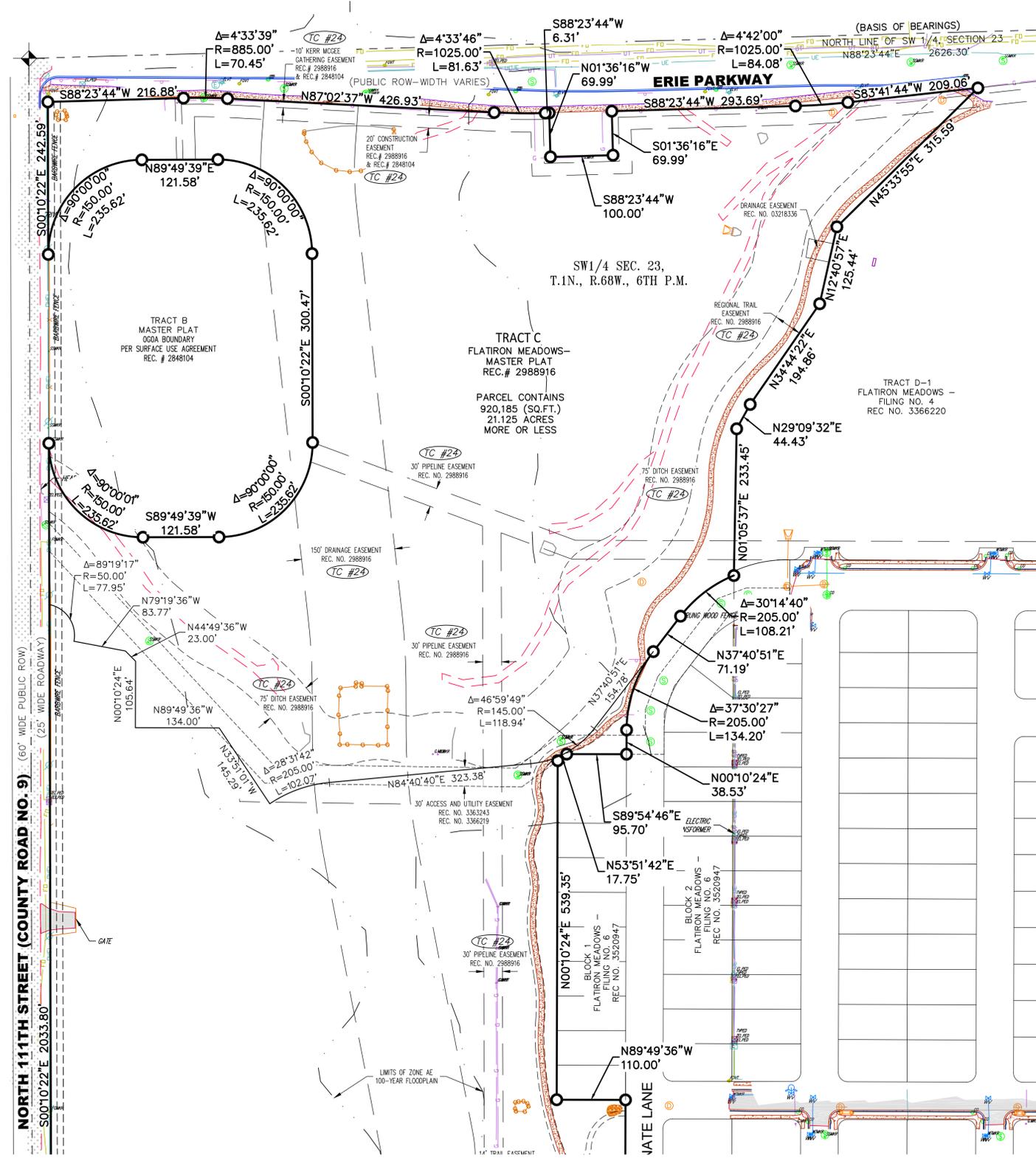
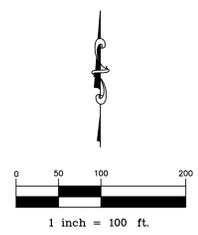
- SANITARY CLEANOUT
- SANITARY MANHOLE
- SANITARY MKR POST
- SANITARY UNDERGROUND
- RIPRAP
- STORM LINE UNDERGROUND
- STORM INLET
- STORM FES
- STORM MANHOLE
- WATER FIRE HYDRANT
- WATER LINE MKR
- WATER LINE UNDERGROUND
- WATER MANHOLE
- WATER VALVE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC POLE
- ELECTRIC TRANSFORMER
- ELECTRIC UNDERGROUND
- ELECTRIC OVERHEAD
- GUY WIRE
- LIGHT POLE
- ELECTRIC VAULT
- TELEPHONE LINE UNDERGROUND
- TELEPHONE PEDESTAL
- FIBER OPTIC UNDERGROUND
- FIBER OPTIC MKR
- FIBER OPTIC VAULT
- CABLE TV PEDESTAL
- GAS LINE UNDERGROUND
- GAS MKR POST
- VENT PIPE
- GRADE BREAK
- TOP OF SLOPE
- FENCE
- GATE
- HANDICAP RAMP
- SIDEWALK
- DRIVEWAY
- EDGE ASPHALT
- EDGE CONCRETE
- EDGE ROAD
- CURB TOP BACK
- FLOWLINE
- PAN
- BOLLARD
- GUARD RAIL
- SIGN
- BUILDING
- COLUMN
- WALL



WEST 1/4 CORNER, SEC. 23,
FOUND NO. 6 REBAR W/ 3 1/2"
ALUM. CAP IN RANGE BOX
STAMPED AS SHOWN



UNPLATTED
E½, SE¼ SECTION 22
DEED 989145



SEE SHEET 4

SCALE	1"=100'	DATE	4/5/2017
BY		DATE	
REVISION DESCRIPTION			
300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com			
ALTA/NSPS LAND TITLE SURVEY SW1/4 23, NW1/4 26, T1N, R69W, 6TH P.M. ERIE, COLORADO			
PREPARED FOR CALIBRE ENGINEERING 8080 S. RIDGELINE BLVD., SUITE 105, HIGHLANDS RANCH, CO 80129			
SHEET 3 OF 5 SHEETS			
JOB NO. 23417-11			

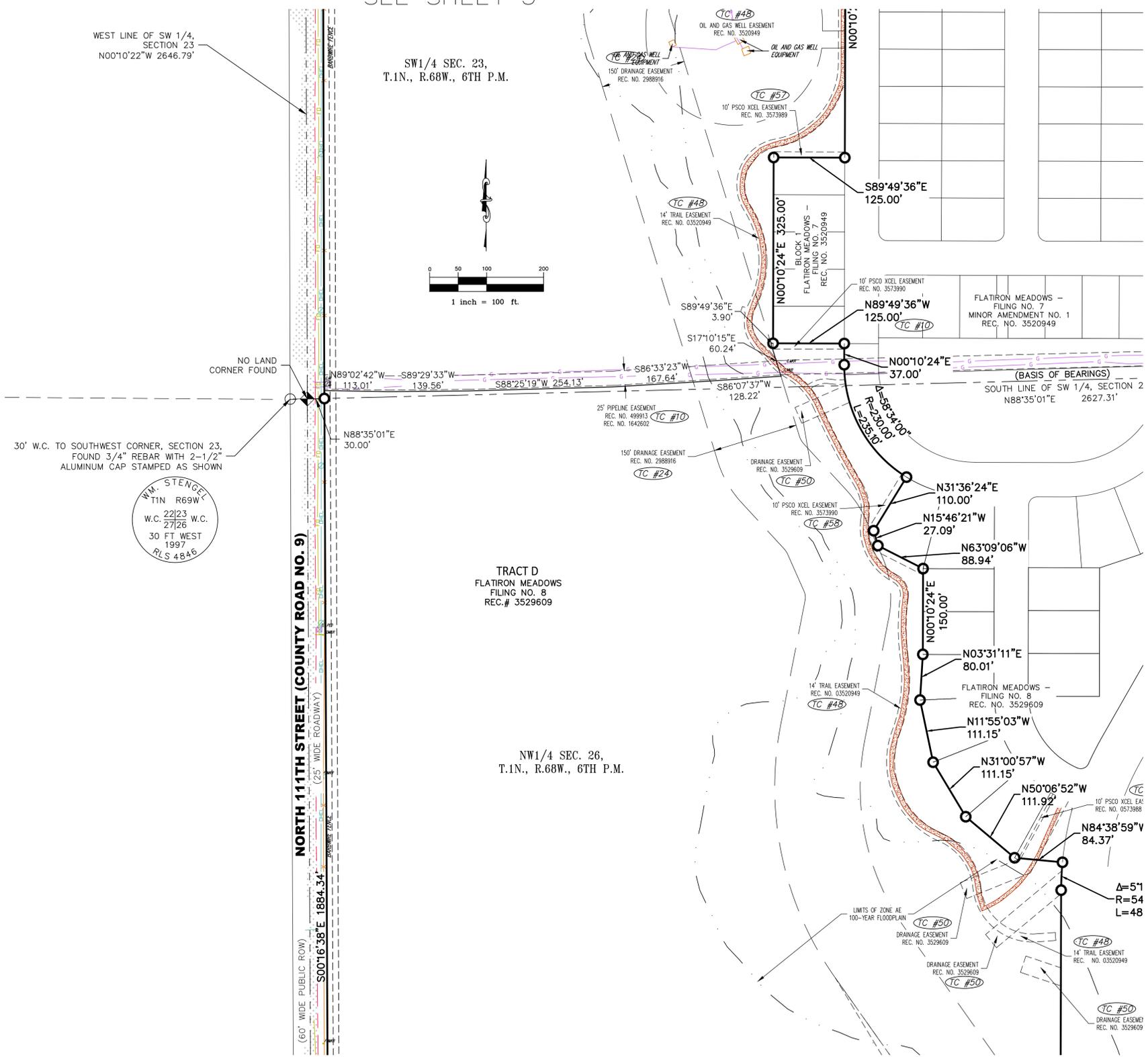
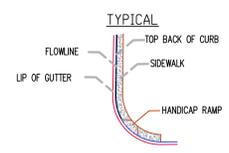
ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

SEE SHEET 3

MONUMENT SYMBOL LEGEND	
○	SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
▲	FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "LS 16406"
●	FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
(R)	RECORDED BEARING AND DISTANCE
(M)	MEASURED BEARING AND DISTANCE

LEGEND	
	SANITARY CLEANOUT
	SANITARY MANHOLE
	SANITARY MKR POST
	SANITARY UNDERGROUND
	RIPRAP
	STORM LINE UNDERGROUND
	STORM INLET
	STORM FES
	STORM MANHOLE
	WATER FIRE HYDRANT
	WATER LINE MKR
	WATER LINE UNDERGROUND
	WATER MANHOLE
	WATER VALVE
	ELECTRIC METER
	ELECTRIC PEDESTAL
	ELECTRIC POLE
	ELECTRIC TRANSFORMER
	ELECTRIC UNDERGROUND
	ELECTRIC OVERHEAD
	GUY WIRE
	LIGHT POLE
	ELECTRIC VAULT
	TELEPHONE LINE UNDERGROUND
	TELEPHONE PEDESTAL
	FIBER OPTIC UNDERGROUND
	FIBER OPTIC MKR
	FIBER OPTIC VAULT
	CABLE TV PEDESTAL
	GAS LINE UNDERGROUND
	GAS MKR POST
	VENT PIPE
	GRADE BREAK
	TOP OF SLOPE
	FENCE
	GATE
	HANDICAP RAMP
	SIDEWALK
	DRIVEWAY
	EDGE ASPHALT
	EDGE CONCRETE
	EDGE ROAD
	CURB TOP BACK
	FLOWLINE
	PAN
	BOLLARD
	QUARD RAIL
	SIGN
	BUILDING
	COLUMN
	WALL



SEE SHEET 5

SCALE 1"=100'	DATE 4/5/2017
BY JRW	REVISION DESCRIPTION
DATE	
300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	
ALTA/NSPS LAND TITLE SURVEY SW1/4 23, NW1/4 26, T1N, R69W, 6TH P.M.	
PREPARED FOR ERIE, COLORADO CALIBRE ENGINEERING 8080 S. RIDGELINE BLVD., SUITE 105, HIGHLANDS RANCH, CO 80129	
SHEET 4	
OF 5 SHEETS	
23417-11 JOB NO.	

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

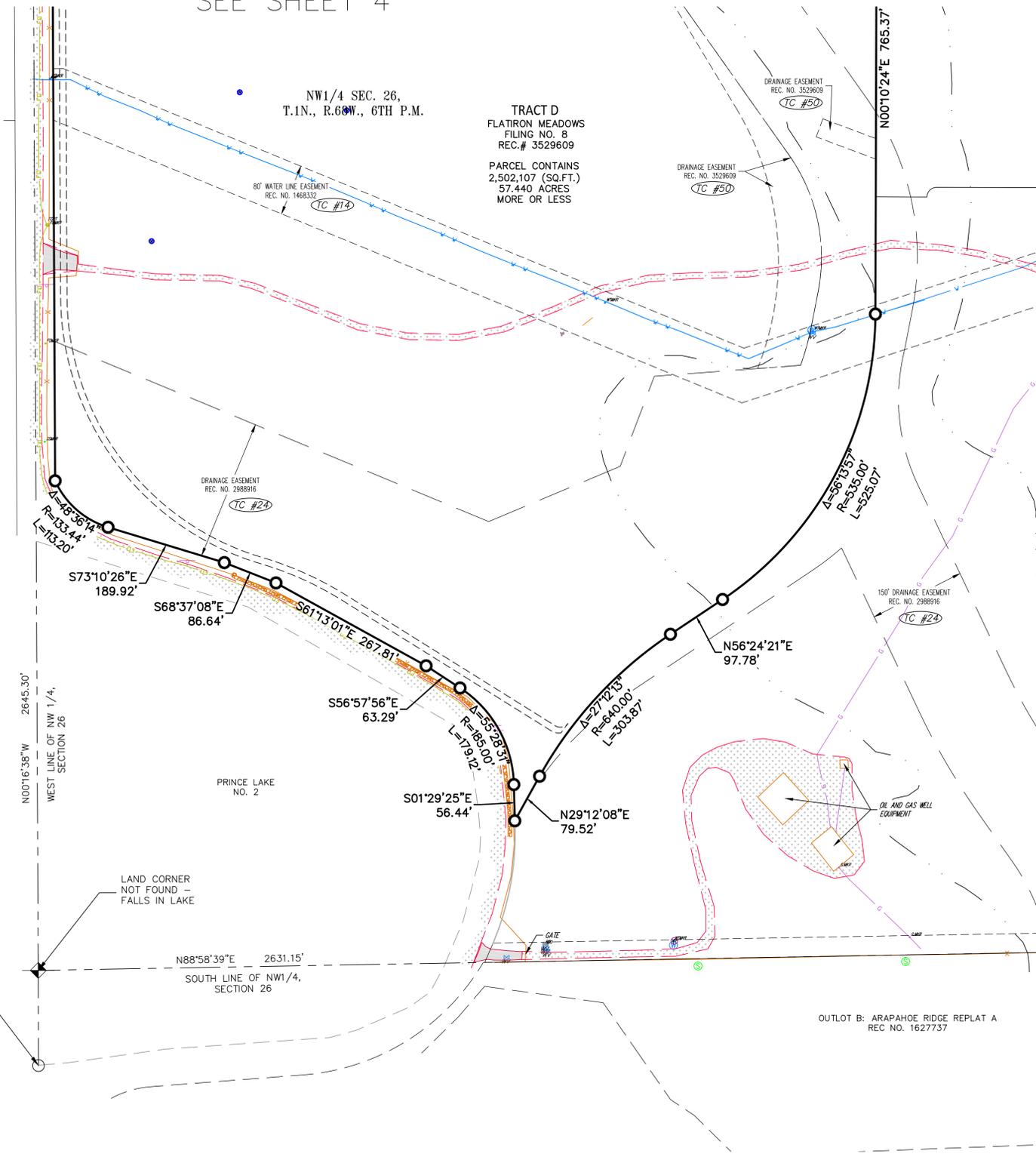
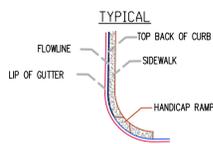
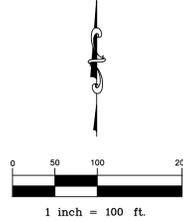
SEE SHEET 4

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- ▲ FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "LS 16406"
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- (R) RECORDED BEARING AND DISTANCE
- (M) MEASURED BEARING AND DISTANCE

LEGEND

- SANITARY CLEANOUT
- SANITARY MANHOLE
- SANITARY MKR POST
- SANITARY UNDERGROUND
- RIPRAP
- STORM LINE UNDERGROUND
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- PAN
- BOLLARD
- GUARD RAIL
- SIGN
- BUILDING
- COLUMN
- WALL



SCALE	1"=100'
DATE	4/5/2017
BY	JRW
DATE	
REVISION DESCRIPTION	

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
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ALTA/NSPS LAND TITLE SURVEY
SW1/4 23, NW1/4 26, T1N, R69W, 6TH P.M.
ERIE, COLORADO

PREPARED FOR
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8080 S. RIDGELINE BLVD., SUITE 105, HIGHLANDS RANCH, CO 80129