

**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: CPA 000925-2017

DATE SUBMITTED:

FEES PAID:

PROJECT/BUSINESS NAME: ERIE COMMONSPROJECT ADDRESS: ERIE PARKWAY BETWEEN BRIGGS STREET AND POWERS STREETPROJECT DESCRIPTION: COMPREHENSIVE PLAN AMENDMENT**LEGAL DESCRIPTION (attach legal description if Metes & Bounds)**Subdivision Name: ERIE COMMONSFiling #: 4Lot #: 1Block #: 5Section: 19Township: 1NRange: 68W**OWNER (attach separate sheets if multiple)**Name/Company: Community Development Group of ErieContact Person: Jon LeeAddress: 2500 Arapahoe Avenue #220City/State/Zip: Boulder, CO 80302Phone: 303-442-2299

Fax:

E-mail: jonlee@cdgcolorado.com**AUTHORIZED REPRESENTATIVE**Company/Firm: Community Development Group of ErieContact Person: Jon LeeAddress: 2500 Arapahoe Avenue #220City/State/Zip: Boulder, CO 80302Phone: 303-442-2299

Fax:

E-mail: jonlee@cdgcolorado.com**MINERAL RIGHTS OWNER (attach separate sheets if multiple)**Name/Company: Anadarko Petroleum CompanyAddress: 1099 18th Street, Suite 1800City/State/Zip: Denver, CO 80202**MINERAL LEASE HOLDER (attach separate sheets if multiple)**Name/Company: Anadarko Petroleum CompanyAddress: 1099 18th Street, Suite 1800City/State/Zip: Denver, CO 80202**LAND-USE & SUMMARY INFORMATION**Present Zoning: Community Commercial (CC)Proposed Zoning: MDR / CCGross Acreage: 25.2

Gross Site Density (du/ac):

Lots/Units Proposed: 160 DU + Commercial Pads

Gross Floor Area:

SERVICE PROVIDERSElectric: United PowerMetro District: Erie Commons Metropolitan District

Water (if other than Town):

Gas: XcelFire District: Mountain View Fire District

Sewer (if other than Town):

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input 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 checked="" type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resl. (<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	\$ 600.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	\$ 10,000.00
All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.			

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

Owner: [Signature] Date: 5/20/19
 Owner: _____ Date: _____
 Applicant: [Signature] Date: 5/20/19

STATE OF COLORADO)
 County of Boulder) ss.

The foregoing instrument was acknowledged before me this 20th day of May, 2019, by Jen Lee.

My commission expires: 11-22-2022
 Witness my hand and official seal.

Mary Jane Davies
 Notary Public

MARY JANE DAVIES
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 19974045755
 MY COMMISSION EXPIRES NOV. 22, 2022

**TOWN OF ERIE
AFFIDAVIT OF PUBLIC HEARINGS NOTICE POSTING**

Erie Commons Amendment to GDP and Zoning
Erie Commons Amendment to Filing 4 Final Plat

(PROJECT NAME & APPLICATION TYPE)

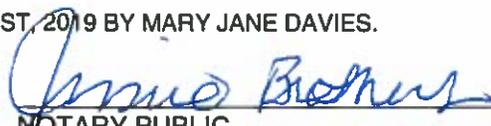


I, MARY JANE DAVIES, ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10.7.2 D. NOTICE WAS POSTED ON AUGUST 12, 2019 WHICH IS AT LEAST 15 DAYS BEFORE THE SCHEDULED PLANNING COMMISSION HEARING ON SEPTEMBER 4, 2019 AND BOARD OF TRUSTEES HEARING ON SEPTEMBER 10, 2019. THE PHOTOS ABOVE ARE A TRUE AND CORRECT REPRESENTATION OF THE PUBLIC HEARING NOTICES THAT HAVE BEEN POSTED.


(SIGNATURE OF PERSON THAT POSTED NOTICE)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

ACKNOWLEDGED BEFORE ME THIS 13TH DAY OF AUGUST, 2019 BY MARY JANE DAVIES.
WITNESS MY HAND AND OFFICIAL SEAL


NOTARY PUBLIC

JESSICA BROTHERS
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 19984021002
My Commission Expires 7/30/2022

Community Development Group of Erie, Inc.

August 2019

Mr. Chris LaRue
Town of Erie
645 Holbrook Street
Erie, CO 80516

Dear Chris,

Community Development Group of Erie, Inc. is requesting an Amendment to the Comprehensive Plan for Erie Commons. This proposed amendment addresses only the approximate 21-acre site within the Erie Commons Community located between Erie Parkway and Espinoza Street and Power Street and Briggs Street. We are proposing this change to the Comprehensive Plan designation for a portion of this site from Community Commercial to Medium Density Residential to allow for a target of 160 residential units and a density of 12 or less dwelling units per acre.

Our vision for this parcel is to develop the approximately 14.0 acres adjacent to Espinoza Street with townhome/duplex residential units. The remaining acreage of this parcel fronting Erie Parkway will remain with a Community Commercial designation as currently shown on the existing Comprehensive Plan and be developed into commercial pad sites.

We are seeing an active market for townhome/duplex residential areas in Erie and small commercial pads along major roadways. This parcel offers a size and location in the Town's core that is suitable for these types of uses.

We look forward to working with the Planning Staff on this project.

Sincerely,

COMMUNITY DEVELOPMENT GROUP OF ERIE, INC.



Jon Lee
Authorized Representative

ERIE COMMONS
COMPREHENSIVE PLAN AMENDMENT
AUGUST 2019

NARRATIVE

Community Development Group of Erie, Inc. is requesting an Amendment to the Comprehensive Plan for Erie Commons. This proposed amendment addresses only the approximate 21-acre (developable) site within the Erie Commons Community located between Erie Parkway and Espinoza Street and Power Street and Briggs Street. We are proposing to change the Comprehensive Plan designation for approximately 14.0 acres of this parcel (adjacent to Espinoza Street) from Community Commercial to Medium Density Residential.

Our vision for this portion of this parcel is to develop the approximate 14.0 acres adjacent Espinoza Street with townhome/duplex residential units. The remaining acreage fronting Erie Parkway will remain with a Community Commercial designation as currently shown on the Comprehensive Plan and be developed into commercial pad sites.

APPROVAL CRITERIA

1. The Existing Comprehensive Plan and/or related element thereof are in need of the proposed amendment;

This approximate 21-acre (developable) parcel within the Erie Commons subdivision is designated as Community Commercial (CC) in the existing Comprehensive Plan. We have owned this property, as part of the entire Erie Commons Subdivision, for close to 20 years. In that time we have never seen interest from the desired large commercial users for the entire site. Having such a visible and accessible site along a major road into the Town of Erie that is vacant and undeveloped can be a deterrent to future residents and development for the Town.

Recently we have had interest from several builders to develop residential at this location. Proposing to develop an approximate 14.0-acre portion of this parcel into residential units and the balance into commercial pads sites has generated several interested users, both residential and commercial. Allowing this amendment to the Comprehensive Plan to approve residential on this site would generate a more inviting avenue into the Town for residential and commercial income.

The vision for this parcel is to develop the south approximate 14.0 acres for townhome/duplex residential units at the Medium Density Residential (MDR) rate of 7 – 12 dwelling units per acre. The target number of units for this residential acreage is 160, producing a density of less than 12 dwelling units per acre.

2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Plan;

The adjacent parcels are:

LDR – this is currently single-family residential and townhomes

MDR – this is currently a commercial site (day care / school facility) and approved townhomes

We are proposing MDR residential to accommodate townhomes/duplexes. These units will be adjacent to commercial pads along Erie Parkway. The layout of the townhomes/duplex residential complex will allow accessible connectivity to the commercial pads from the existing single-family residential parcels.

3. The proposed amendment will have no major negative impacts on transportation, services, and facilities;

The proposed amendment will not have major negative impacts on transportation, services, and facilities in the area. The parcel is bracketed on both sides with existing collector roads and operating traffic signals.

4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provision;

The proposed amendment will likely increase the urban facilities and enhance the number of people using this town core area. The Comprehensive Plan always envisioned this core area creating these very uses.

5. The proposed amendment, if for an area that is outside of the Town's current municipal boundaries, is consistent with the Town's ability to annex the property;

Not applicable.

6. Strict adherence to the Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan;

Strict adherence to the current Comprehensive Plan would cause this parcel to remain undeveloped for many years to come creating a negative vibe to an otherwise vibrant core.

7. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.

The proposed plan amendment maintains a balanced land use mix within Erie Commons providing opportunity for residential housing type diversity, continuing to offer commercial opportunities, and enhancing the Town core.



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Land Title Guarantee Company
Customer Distribution

Our Order Number: ABC25135328-8

Date: 05-21-2019

Property Address: ERIE

For Closing Assistance

Colin Snody
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
303-331-6234 (phone)
303-393-3806 (fax)
csnody@ltgc.com
Company License: CO44565
Contact License: CO271428

Closer's Assistant

Karen Spaid
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
303-331-6214 (phone)
877-375-5033 (fax)
kspaid@ltgc.com

For Title Assistance

Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4175 (phone)
303-393-4842 (fax)
sbennetts@ltgc.com

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

COMMUNITY DEVELOPMENT GROUP OF ERIE INC
2500 ARAPAHOE ST #220
BOULDER, CO 80302
303-442-2299 (work)
303-442-1241 (work fax)
jonlee@communitydevelopmentgroup.com
Delivered via: Electronic Mail

COMMUNITY DEVELOPMENT GROUP OF ERIE
Attention: MARY JANE DAVIES
mdavies@cdgcolorado.com
Delivered via: Linked Commitment Delivery



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABC25135328-8

Date: 05-21-2019

Property Address: ERIE

Buyer/Borrower: A PURCHASER TO BE DETERMINED

Seller: COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., A COLORADO CORPORATION

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

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

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC25135328-8

Customer Ref-Loan No.:

Property Address:

ERIE

1. Effective Date:

05-16-2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

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

To Be Determined

Proposed Insured:

A PURCHASER TO BE DETERMINED

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

A FEE SIMPLE

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

COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., A COLORADO CORPORATION

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

LOT 1, BLOCK 5, ERIE COMMONS, FILING 4, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

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

(Requirements)

Order Number: ABC25135328-8

The following are the requirements to be complied with:

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

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

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

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

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

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25135328-8

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES OR TENANCIES, IF ANY
9. RIGHT OF WAY EASEMENT AS GRANTED TO UNITED STATES OF AMERICA IN INSTRUMENT RECORDED DECEMBER 22, 1950, IN BOOK 1289 AT PAGE [521](#).
10. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED NOVEMBER 30, 1972, UNDER RECEPTION NO. [1602712](#) IN BOOK 681, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
11. OIL AND GAS LEASE RECORDED NOVEMBER 01, 1988 UNDER RECEPTION NO. [2160408](#) IN BOOK 1214 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN
12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED NOVEMBER 17, 2000 AT RECEPTION NO. [2807515](#).
13. RESERVATIONS AS SET FORTH IN DEED RECORDED NOVEMBER 17, 2000 AT RECEPTION NO. [2807516](#).
14. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT RECORDED NOVEMBER 17, 2000 AT RECEPTION NO. [2807517](#).
15. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #769 RECORDED APRIL 22, 2002 AT RECEPTION NO. [2944813](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25135328-8

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

16. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED APRIL 22, 2002 AT RECEPTION NO. [2944815](#). FIRST AMENDMENT RECORDED JULY 26, 2004 AT RECEPTION NO. [3202494](#) AND SECOND AMENDMENT RECORDED AUGUST 21, 2006 AT RECEPTION NO. [3413418](#).
17. TERMS, CONDITIONS AND PROVISIONS OF ERIE COMMONS DEVELOPMENT GUIDE RECORDED APRIL 22, 2002 AT RECEPTION NO. [2944816](#).

NOTE: AMENDMENTS TO GENERAL DEVELOPMENT PLAN RECORDED SEPTEMBER 16, 2004 AT RECEPTION NO. [3219273](#) AND AUGUST 23, 2006 AT RECEPTION NO. [3413825](#).
18. TERMS, CONDITIONS AND PROVISIONS OF ERIE COMMONS METROPOLITAN DISTRICT RECORDED DECEMBER 04, 2003 AT RECEPTION NO. [3132240](#).
19. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED JANUARY 09, 2004 AT RECEPTION NO. [3142952](#).
20. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF PERMANENT AVIGATION EASEMENT AGREEMENT RECORDED SEPTEMBER 16, 2004 AT RECEPTION NO. [3219272](#).
21. RIGHT OF WAY EASEMENT AS GRANTED TO KERR-MCGEE GATHERING LLC IN INSTRUMENT RECORDED NOVEMBER 12, 2004, UNDER RECEPTION NO. [3235031](#).
22. TERMS, CONDITIONS AND PROVISIONS OF SURFACE USE AGREEMENT RECORDED JANUARY 13, 2005 AT RECEPTION NO. [3252946](#), [3252947](#) AND [3252948](#) AND FIRST AMENDMENT TO CONSENT AND SURFACE USE AGREEMENT RECORDED NOVEMBER 07, 2018 UNDER RECEPTION NO. [4444717](#).
23. RIGHT OF WAY EASEMENT AS GRANTED TO UNITED POWER INC IN INSTRUMENT RECORDED FEBRUARY 02, 2005, UNDER RECEPTION NO. [3258287](#).
24. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED JULY 19, 2005 AT RECEPTION NO. [3304240](#).
25. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED AUGUST 19, 2005 AT RECEPTION NO. [3314968](#).
26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ERIE COMMONS, FILING 4 RECORDED AUGUST 23, 2006 UNDER RECEPTION NO. [3413827](#).
27. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT RECORDED AUGUST 23, 2006 AT RECEPTION NO. [3413826](#) AND FIRST AMENDMENT RECORDED OCTOBER 1, 2010 AT RECEPTION NO. [3722545](#).
28. RIGHT OF WAY EASEMENT AS GRANTED TO TOWN OF ERIE IN INSTRUMENT RECORDED DECEMBER 18, 2006, UNDER RECEPTION NO. [3442494](#).
29. TERMS, CONDITIONS AND PROVISIONS OF ERIE COMMONS DEVELOPMENT GUIDE AMANDMENT NO 5 RECORDED SEPTEMBER 20, 2010 AT RECEPTION NO. [3719635](#).

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

(Exceptions)

Order Number: ABC25135328-8

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

30. (ITEM INTENTIONALLY DELETED)
31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT AGREEMENT RECORDED MAY 16, 2019 UNDER RECEPTION NO. 03712632.



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

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

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

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

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

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

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

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

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

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



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



Commitment to Insure

ALTA Commitment - 2006 Rev.

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

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

CONDITIONS AND STIPULATIONS

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

STANDARD EXCEPTIONS

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

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

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

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


John E. Freyer, Jr.
President



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


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary