

**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: Colliers Hill

PROJECT ADDRESS: Colliers Blvd (WCR 3) and Colliers Parkway

PROJECT DESCRIPTION: Filing 2A

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Colliers Hill

Filing #: 2A

Lot #:

Block #:

Section: 17 and 18

Township: 1 North

Range: 68 West

OWNER (attach separate sheets if multiple)

Name/Company: Community Development Group of Erie

Contact Person: Jon Lee

Address: 2500 Arapahoe Ave, Suite 220

City/State/Zip: Boulder, CO 80302

Phone: 303-442-2299

Fax: 303-442-1241

E-mail: jonlee@cdgcolorado.com

AUTHORIZED REPRESENTATIVE

Company/Firm: Community Development Group of Erie

Contact Person: Jon Lee

Address: 2500 Arapahoe Ave, Suite 220

City/State/Zip: Boulder, CO 80302

Phone: 303-442-2299

Fax: 303-442-1241

E-mail: jonlee@cdgcolorado.com

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: Anadarko E&P Company, LP

Address: P. O. Box 1330

City/State/Zip: Houston, Texas 77251-1330

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: See SUAs

Address: See SUAs

City/State/Zip: See SUAs

LAND-USE & SUMMARY INFORMATION

Present Zoning: PD

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

Proposed Zoning: PD

Lots/Units Proposed: 58

Gross Acreage: 26.46

Gross Floor Area: N/A

SERVICE PROVIDERS

Electric: United Power

Gas: Black Hills Energy

Metro District: Colliers Hill Metropolitan District 1

Fire District: Mountain View

Water (if other than Town): Town

Sewer (if other than Town): Town

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input checked="" 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 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	\$ 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: 4/5/17
 Owner: [Signature] Date: 4/5/17
 Applicant: [Signature] Date: 4/5/17

STATE OF COLORADO)
 County of Boulder) ss.

The foregoing Instrument was acknowledged before me this 5th day of April, 2017, by Jon R. Lee.

My commission expires: 11-22-2018
 Witness my hand and official seal.

[Signature]
 Notary Public

Colliers Hill Final Plat 2A Narrative

General project concept and purpose of the request

Colliers Hill was annexed and zoned by the Town in 2007. The project as proposed is poised to provide:

- Distinct neighborhoods centered on fingers of open space with miles of trails linking these neighborhoods to Old Town and Erie High School.
- A wide variety of quality housing for a diverse market segment of buyers, providing the necessary housing for Erie's long term primary employment goals and for the Town's current desires to accommodate retail services within the Town's core.
- Additionally, current and future residents of Erie who reside at Colliers Hill are the critical economic component for the long term services which Erie has committed to providing with their Recreation/Senior Center and Library.

The total land area within the Community

965.83 acres

The total area of Filing 2A

26.46 acres

The total number of lots within Filing 2A

58

The total land area to be preserved as Open Space and Landscaped Areas

Approximately 42.94 of public and private Open Space and Landscaped Areas were preserved as part of Filings 1A - D and satisfied that needed for the Second Filing area, including Filing 2A.

A brief description regarding the availability and adequacy of existing infrastructure and other necessary services, including schools, fire protection, water/sewer service, and utility providers

- Water and Sewer: Adequate infrastructure is available for the 2A Final Plat; future service for the remaining adjacent phase is adequate as well.
- Schools: The existing SVVSD Elementary, Middle and High School will serve this phase of development. During the course of development an additional Elementary school in Colliers Hill and a Middle School adjacent to Erie High School will provide capacity for the buildout of the community.
- Utility Providers: Adequate existing Town of Erie water and sewer; United Power electric; Source Gas; Century Link telephone; and Comcast cable.
- Fire Protection: Served by Mountain View Fire Protection from the station at the southwest corner of Bonanza Drive (WCR 3) and Erie Parkway.

A brief description regarding the location, function, and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings; and location

- An Open Space area is located west of this Filing which was dedicated with Filings 1A - 1D and will be preserved in its natural state.
- Tract A will be dedicated to the Town of Erie after the required improvements have been completed by the developer and accepted by the Town of Erie.
- The Neighborhood Park will be adjacent to this Filing.
- A Pocket Park is located in Filing 1C and a second Pocket Park will be included with the Neighborhood Park.
- A Private Amenity Facility is located immediately east across Colliers Blvd.
- The function of each of these areas is outlined in the Daybreak Annexation Agreement and the existing Development Agreements.

Ownership/Maintenance of public and private open space

The Town will own and maintain all Open Space, meeting Town requirements, and the Neighborhood Park. The Pocket Parks and the Private Amenity Facility will be owned and maintained by either the HOA or the Metro District.

Timing and Phasing

If approved, construction is anticipated to begin upon Final Plat approval.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC25147321-2

Customer Ref-Loan No.:

Property Address:

COLLIERS HILL FILING 2A ERIE

1. Effective Date:

03-16-2017 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06
Proposed Insured:

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:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17 (3.5" BRASS CAP, BLM 1952) FROM WHENCE THE SOUTHWEST CORNER OF SECTION 17 (2.5" ALUMINUM CAP, LS 19003, 2002) BEARS S00°25'10"E, 2,604.46 FEET (BASIS OF BEARINGS);

THENCE S10°26'15"W, 159.27 FEET TO THE NORTHERLY CORNER OF TRACT 4 OF "BRIDGEWATER MASTER SUBDIVISION" AND THE POINT OF BEGINNING;

THENCE S00°25'10"E, 116.87 FEET ALONG THE EASTERLY LINE OF SAID TRACT 4;

THENCE 251.08 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 515.00 FEET, A CENTRAL ANGLE OF 27°55'59", AND A CHORD BEARING S14°23'10"E, 248.60 FEET TO THE NORTHERLY CORNER OF TRACT 5 OF "BRIDGEWATER MASTER SUBDIVISION;

THENCE ALONG THE PERIMETER OF SAID TRACT 5 THE FOLLOWING THIRTEEN COURSES:

1) CONTINUING 94.65 FEET ALONG THE CURVE, HAVING A CENTRAL ANGLE OF 10°31'49", AND A CHORD BEARING S33°37'01"E, 94.52 FEET;

2) S38°52'56"E, 53.64 FEET;

3) 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S06°07'04"W, 35.36 FEET;

4) S38°52'56"E, 60.00 FEET;

5) 39.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S83°52'56"E, 35.36

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC25147321-2

Customer Ref-Loan No.:

FEET:

6) S38°52'56"E, 305.11 FEET;

7) 284.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 37°24'43", AND A CHORD BEARING S20°10'34"E, 279.02 FEET;

8) 143.68 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 91°28'13", AND A CHORD BEARING S44°15'53"W, 128.90 FEET;

9) S00°00'00"W, 60.00 FEET;

10) N90°00'00"E 18.16 FEET;

11) S00°00'00"E, 121.47 FEET;

12) S80°49'13"W, 140.19 FEET;

13) S67°19'48"W, 204.13 FEET;

THENCE CONTINUING S67°19'48"W 32.41 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17;

THENCE N00°25'10"W, 111.19 FEET ALONG SAID WESTERLY LINE;

THENCE S89°40'50"W, 30.00 FEET TO THE SOUTHEASTERLY CORNER OF TRACT 4 OF "BRIDGEWATER MASTER SUBDIVISION";

THENCE ALONG THE PERIMETER OF SAID TRACT 4 THE FOLLOWING SEVEN COURSES:

1) S89°40'50"W, 658.56 FEET;

2) N25°10'50"W, 152.25 FEET;

3) N55°59'35"W, 267.22 FEET;

4) N04°24'56"E, 223.08 FEET;

5) N21°18'14"E, 288.07 FEET;

6) N13°14'11"E, 104.43 FEET;

7) N59°34'50"E, 915.29 FEET TO THE POINT OF BEGINNING.

DESCRIPTION BY:

BO BAIZE, COLORADO PLS 37990

FOR AND ON BEHALF OF:

HURST & ASSOCIATES, INC.

2500 BROADWAY, SUITE B

BOULDER, CO 80304

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

(Requirements)

Order Number: ABC25147321-2

The following are the requirements to be complied with:

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

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

1. (ITEM INTENTIONALLY DELETED)

2. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF COLLIERS HILL FILING NO. 2A.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

3. LAND TITLE GUARANTEE COMPANY HAS RECEIVED A SURVEY FOR THE SUBJECT PROPERTY PREPARED BY HURST & ASSOCIATES, INC., JOB NO. 2020-42, DATED MAY 26, 2015, THAT IS ACCEPTABLE TO THE COMPANY. *** IN ADDITION, A SURVEY AFFIDAVIT, EXECUTED BY COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., A COLORADO CORPORATION, IS NECESSARY INDICATING THAT THERE HAVE BEEN NO NEW IMPROVEMENTS, EASEMENTS OR BOUNDARY CHANGES SINCE THE DATE OF SAID SURVEY AND THAT THE IMPROVEMENTS SHOWN ON SAID SURVEY HAVE NOT BEEN ALTERED SINCE THE DATE OF SAID SURVEY. ***

4. (ITEM INTENTIONALLY DELETED)

5. SPECIAL WARRANTY DEED FROM COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., A COLORADO CORPORATION TO CENTURY COMMUNITIES, INC., A DELAWARE CORPORATION CONVEYING SUBJECT PROPERTY.

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY AFFIDAVIT.

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

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

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., A COLORADO CORPORATION.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF CENTURY COMMUNITIES, INC., A DELAWARE CORPORATION.

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

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

(Requirements)

Order Number: ABC25147321-2

The following are the requirements to be complied with:

THE DOCUMENTS IN CONNECTION THEREWITH.

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

TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25147321-2

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS CONVEYED IN INSTRUMENT RECORDED NOVEMBER 30, 1972, UNDER RECEPTION NO. [1602712](#) IN BOOK 681, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. OIL AND GAS LEASE BETWEEN CHAMPLIN PETROLEUM COMPANY AND AMOCO PRODUCTION COMPANY, RECORDED NOVEMBER 30, 1972 UNDER RECEPTION NO. [1602713](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION RECORDED JANUARY 11, 1979 UNDER RECEPTION NO. [1778417](#).
11. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED NOVEMBER 17, 2000, UNDER RECEPTION NO. [2807516](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED NOVEMBER 17, 2000 AT RECEPTION NO. [2807515](#).
13. NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE BY HS RESOURCES, INC. RECORDED JANUARY 23, 2001 UNDER RECEPTION NO. [2820924](#).
14. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT OF

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25147321-2

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

PUBLIC RECORD RECORDED MAY 28, 2002 UNDER RECEPTION NO. [2954711](#).

15. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. #30-2007 RECORDED NOVEMBER 19, 2007 AT RECEPTION NO. [3518315](#).
16. TERMS, CONDITIONS AND PROVISIONS OF SURFACE USE AGREEMENT RECORDED OCTOBER 01, 2007 AT RECEPTION NO. [3508045](#).
17. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. #29-2007 RECORDED NOVEMBER 19, 2007 AT RECEPTION NO. [3518316](#).
18. TERMS, CONDITIONS AND PROVISIONS OF BRIDGEWATER ANNEXATION AGREEMENT RECORDED NOVEMBER 19, 2007 AT RECEPTION NO. [3518317](#) AND FIRST AMENDMENT THERETO RECORDED DECEMBER 30, 2010 UNDER RECEPTION NO. [3741841](#), SECOND AMENDMENT RECORDED OCTOBER 12, 2011 UNDER RECEPTION NO. [3798317](#), AND THIRD AMENDMENT RECORDED JANUARY 23, 2013 UNDER RECEPTION NO. [3904988](#) AND FOURTH AMENDMENT RECORDED OCTOBER 6, 2014 AT RECEPTION NO. [4051656](#) AND FIFTH AMENDMENT RECORDED DECEMBER 15, 2014 AT RECEPTION NO. [4068366](#)

BUILDING PERMIT ASSIGNMENT AGREEMENT RECORDED _____ UNDER RECEPTION NO. _____.

19. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF PERMANENT AVIGATION EASEMENT AGREEMENT RECORDED NOVEMBER 19, 2007 AT RECEPTION NO. [3518318](#).
20. BRIDGEWATER ANNEXATION MAP TO THE TOWN OF ERIE RECORDED NOVEMBER 19, 2007 UNDER RECEPTION NO. [3518319](#).
21. BRIDGEWATER ZONING MAP RECORDED NOVEMBER 19, 2007 UNDER RECEPTION NO. [3518320](#), AMENDMENT #1 RECORDED AUGUST 31, 2011 UNDER RECEPTION NO. [3789471](#).
22. BRIDGEWATER P.U.D. OVERLAY MAP RECORDED NOVEMBER 19, 2007 UNDER RECEPTION NO. [3518321](#), AMENDMENT #1 RECORDED AUGUST 31, 2011 UNDER RECEPTION NO. [3789472](#).
23. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BRIDGEWATER METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 24, 2008, UNDER RECEPTION NO. [3562679](#).

DISCLOSURE STATEMENT PURSUANT TO ARTICLE IX OF THE SERVICE PLAN FOR BRIDGEWATER METROPOLITAN DISTRICT NOS 1, 2 AND 3 RECORDED AUGUST 9, 2012 UNDER RECEPTION NO. [3865039](#).

ORDER APPROVING NAME CHANGE TO DAYBREAK METROPOLITAN DISTRICT NOS. 1, 2 AND 3 RECORDED JULY 15, 2013 UNDER RECEPTION NO. [3947535](#).

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE #08-2011 RECORDED AUGUST 31, 2011 UNDER RECEPTION NO. [3789473](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE #09-2011 RECORDED AUGUST 31, 2011 UNDER RECEPTION NO. [3789474](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25147321-2

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

26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SURFACE USE AGREEMENT RECORDED OCTOBER 18, 2011 UNDER RECEPTION NO. [3799568](#).
27. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BRIDGEWATER MASTER SUBDIVISION RECORDED DECEMBER 13, 2011 UNDER RECEPTION NO. [3811552](#).
28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER COSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 08, 2012, UNDER RECEPTION NO. [3830699](#) AND RECORDED MARCH 13, 2012 UNDER RECEPTION NO. [3831541](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT RECORDED FEBRUARY 07, 2013 UNDER RECEPTION NO. [3908551](#).
30. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MAY 29, 2013, UNDER RECEPTION NO. [3935465](#).

COVENANT TO ANNEX PROPERTY INTO MASTER DECLARATION RECORDED MAY 29, 2013 UNDER RECEPTION NO. [3935454](#).

PARTIAL ASSIGNMENT OF DECLARANTS RIGHTS RECORDED JANUARY 4, 2017 UNDER RECEPTION NO. [4267367](#).

FIRST AMENDMENT RECORDED APRIL 28, 2014 AT RECEPTION NO. [4012251](#).

31. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED MAY 26, 2015 PREPARED BY HURST CIVIL ENGINEERING PLANNING SURVEYING, JOB #2020-42 SAID DOCUMENT STORED AS OUR ESI [23490405](#)
 - A) 5' DETACHED CONCRETE ENCROACHES UPON PORTIONS OF THE EASTERLY PROPERTY BOUNDARY LINE
 - B) SANITARY SEWER MANHOLES ON THE EASTERLY HALF OF SUBJECT PROPERTY
32. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COLLIER'S HILL FILING NO. 2A RECORDED _____ UNDER RECEPTION NO. _____



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

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

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

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

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

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

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

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

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

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



LAND TITLE GUARANTEE COMPANY

LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



Commitment to Insure

ALTA Commitment - 2006 Rev.

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

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

CONDITIONS AND STIPULATIONS

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

STANDARD EXCEPTIONS

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

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

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

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


John E. Freyer, Jr.
President



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


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary

ALTA/NSPS LAND TITLE SURVEY FUTURE "COLLIERS HILL FILING NO. 2A"

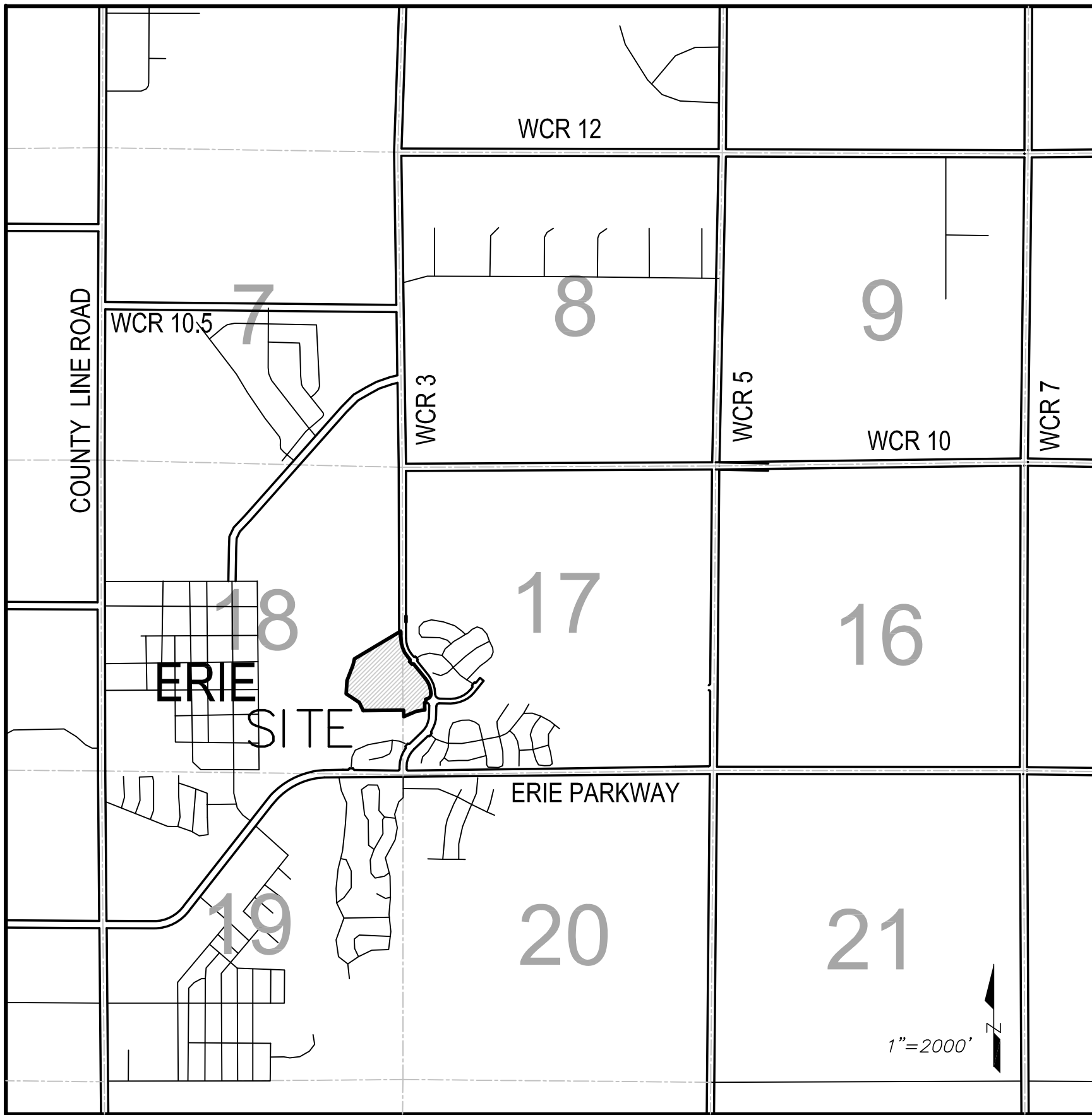
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

COMMITMENT NOTES:

THIS SURVEY IS BASED UPON TITLE COMMITMENT NO. ABC25147321--2, PREPARED BY LAND TITLE GUARANTEE COMPANY, WITH AN EFFECTIVE DATE OF MARCH 16, 2017 AT 5:00 P.M. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH OR EASEMENT RESEARCH BY HURST & ASSOCIATES. RATHER, ALL INFORMATION REGARDING TITLE AND EASEMENT MATTERS SHOULD BE OBTAINED FROM THE TITLE COMMITMENT. UNLESS OTHERWISE NOTED, ALL EXCEPTIONS LISTED AFFECT THE SUBJECT BY BEING INCLUDED IN DESCRIPTIONS CONTAINED IN DOCUMENT.

(EXCEPTIONS 1 THROUGH 8 ARE STANDARD EXCEPTIONS AND CANNOT BE SHOWN)

SCHEDULE B SECTION 2 EXCEPTIONS				
EXC. NO.	DOCUMENT	DATE	RECEPTION NO.	NOTES
9	DEED	11/30/1972	1602712	NOTHING TO SHOW
10	OIL AND GAS LEASE AFFIDAVIT OF EXTENSION	11/30/1972 01/11/1979	1602713 1778417	NOTHING TO SHOW
11	DEED	11/17/2000	2807516	NOTHING TO SHOW
12	AGREEMENT	11/17/2000	2807515	NOTHING TO SHOW
13	NOTICE	01/23/2001	2820924	NOTHING TO SHOW
14	REQUEST FOR NOTIFICATION	05/28/2002	2954711	NOTHING TO SHOW
15	ORDINANCE NO. 30--2007	11/19/2007	3518315	NOTHING TO SHOW
16	SURFACE USE AGREEMENT	10/01/2007	3508045	NOTHING TO SHOW, OGOAS LOCATED NORTH AND SOUTH OF PROPERTY
17	ORDINANCE NO. 29--2007	11/19/2007	3518316	NOTHING TO SHOW
18	BRIDGEWATER ANNEX AGMT FIRST AMENDMENT SECOND AMENDMENT THIRD AMENDMENT FOURTH AMENDMENT FIFTH AMENDMENT	11/19/2007 12/30/2010 10/12/2011 01/23/2013 10/06/2014 12/15/2014	3518317 3741841 3798317 3904988 4051656 4068366	NOTHING TO SHOW
19	GRANT OF PERMANENT AVIGATION EASEMENT	11/19/2007	3518318	CANNOT SHOW, BLANKET EASEMENT
20	BRIDGEWATER ANNEX. MAP	11/19/2007	3518319	NOTHING TO SHOW
21	BRIDGEWATER ZONING MAP AMENDMENT #1	11/19/2007 08/31/2011	3518320 3789471	NOTHING TO SHOW, ZONES PROPERTY AS LR (LOW DENSITY RESIDENTIAL)
22	BRIDGEWATER PUD OVERLAY MAP AMENDMENT #1	11/19/2007 08/31/2011	3518321 3789472	NOTHING TO SHOW; SHOWS PROPERTY TO BE SFD (SINGLE FAMILY DETACHED)
23	ORDER & DECREE DISCLOSURE STATEMENT ORDER	06/24/2008 08/09/2012 07/15/2013	3562679 3865039 3947353	NOTHING TO SHOW
24	ORDINANCE NO. 08--2011	08/31/2011	3789473	NOTHING TO SHOW
25	ORDINANCE NO. 09--2011	08/31/2011	3789474	NOTHING TO SHOW
26	SURFACE USE AGREEMENT	10/18/2011	3799568	NOTHING TO SHOW; OGOAS LOCATED SW & NW OF PROPERTY
27	BRIDGEWATER MASTER PLAT	12/13/2011	3811552	NOTHING TO SHOW; PLAT DID NOT DEDICATE ANY EASEMENTS ACROSS PROPERTY
28	ORDERS FOR CONDITIONAL INCLUSION	03/08/2012 03/13/2012	3830699 3831541	NOTHING TO SHOW
29	RIGHT OF WAY GRANT	02/07/2013	3908551	SHOWN
30	MASTER DECLARATION COVENANT TO ANNEX PARTIAL ASSIGNMENT FIRST AMENDMENT	05/29/2013 05/29/2013 01/04/2017 04/28/2014	3935465 3935454 4267367 4012251	NOTHING TO SHOW
31	ALTA/ACSM LAND TITLE SURVEY	-	-	SURVEY DATED 05/26/2015 BEING UPDATED, MATTERS CONCERNING PROPERTY SHOWN
32	COLLIERS HILL FILING NO. 2A	-	-	NOTHING TO SHOW UNTIL RECORDATION



VICINITY MAP

SURVEY CERTIFICATION:

CERTIFIED TO:

CENTURY LAND HOLDINGS, LLC
CENTURY COMMUNITIES, INC.
COMMUNITY DEVELOPMENT GROUP OF ERIE, INC.
LAND TITLE GUARANTEE COMPANY
OLD REPUBLIC NATIONAL 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, 2, 4 & 8 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED 04/27/17.

DATE OF PLAT OR MAP: 04/28/17



FOR AND ON BEHALF OF HURST AND ASSOCIATES:
BO BAIZE, COLORADO PLS NO. 37990
EMAIL ADDRESS: bo@hurst-assoc.com

PARCEL DESCRIPTION (FROM COMMITMENT):

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17 (3.5" BRASS CAP, BLM 1952) FROM WHENCE THE SOUTHWEST CORNER OF SECTION 17 (2.5" ALUMINUM CAP, LS 19003, 2002) BEARS S00°25'10"E, 2,604.46 FEET (BASIS OF BEARINGS);

THENCE S10°26'15"W, 159.27 FEET TO THE NORTHERLY CORNER OF TRACT 4 OF "BRIDGEWATER MASTER SUBDIVISION" AND THE POINT OF BEGINNING;

THENCE S00°25'10"E, 116.87 FEET ALONG THE EASTERLY LINE OF SAID TRACT 4;

THENCE 251.08 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 515.00 FEET, A CENTRAL ANGLE OF 27°55'59", AND A CHORD BEARING S14°23'10"E, 248.60 FEET TO THE NORTHERLY CORNER OF TRACT 5 OF "BRIDGEWATER MASTER SUBDIVISION";

THENCE ALONG THE PERIMETER OF SAID TRACT 5 THE FOLLOWING THIRTEEN COURSES:

- 1) CONTINUING 94.65 FEET ALONG THE CURVE, HAVING A CENTRAL ANGLE OF 10°31'49", AND A CHORD BEARING S33°37'01"E, 94.52 FEET;
- 2) S38°52'56"E, 53.64 FEET;
- 3) 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S06°07'04"W, 35.36 FEET;
- 4) S38°52'56"E, 60.00 FEET;
- 5) 39.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 37°24'43", AND A CHORD BEARING S20°10'34"E, 279.02 FEET;
- 6) S38°52'56"E, 305.11 FEET;
- 7) 284.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 37°24'43", AND A CHORD BEARING S20°10'34"E, 279.02 FEET;
- 8) 143.68 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 91°28'13", AND A CHORD BEARING S44°15'53"W, 128.90 FEET;
- 9) S00°00'00"W, 60.00 FEET;
- 10) N90°00'00"E, 18.16 FEET;
- 11) S00°00'00"E, 121.47 FEET;
- 12) S80°49'13"W, 140.19 FEET;
- 13) S67°19'48"W, 204.13 FEET;

THENCE CONTINUING S67°19'48"W 32.41 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17;

THENCE N00°25'10"W, 111.19 FEET ALONG SAID WESTERLY LINE;

THENCE S89°40'50"W, 30.00 FEET TO THE SOUTHEASTERLY CORNER OF TRACT 4 OF "BRIDGEWATER MASTER SUBDIVISION";

THENCE ALONG THE PERIMETER OF SAID TRACT 4 THE FOLLOWING SEVEN COURSES:

- 1) S89°40'50"W, 658.56 FEET;
- 2) N25°10'50"W, 152.25 FEET;
- 3) N55°59'35"W, 267.22 FEET;
- 4) N04°24'56"E, 223.08 FEET;
- 5) N21°18'14"E, 288.07 FEET;
- 6) N13°14'11"E, 104.43 FEET;
- 7) N59°34'50"E, 915.29 FEET TO THE POINT OF BEGINNING, CONTAINING 29.46 ACRES, MORE OR LESS.

GENERAL NOTES:

1. 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.
- 2) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18: S00°25'10"W, 2604.46 FEET BETWEEN THE EAST QUARTER CORNER BEING A 3.5" BRASS CAP MARKED "BLM 1952" AND THE SOUTHEAST CORNER OF SECTION 18, BEING A 2.5" ALUMINUM CAP MARKED "LS 19003 1993".
3. PROPERTY CORNERS TO BE MONUMENTED WITH 1" PLASTIC CAPS MARKED "PLS 37990" SET ON #5 REBAR
4. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
5. THERE IS NO POSTED ADDRESS. WELD COUNTY ONLINE PROPERTY INFORMATION MAP HAS NO ADDRESS INFORMATION
6. ABOVE GROUND UTILITIES ARE SHOWN. DUE TO GRASSES AND EARTHWORK, ADDITIONAL ABOVE GROUND UTILITIES MAY EXIST. NO UNDERGROUND UTILITIES ARE SHOWN. CALL FOR LOCATES PRIOR TO ANY EXCAVATION. SANITARY SEWERS ARE NOT LOCATED IN APPROPRIATE EASEMENTS AT THIS TIME BUT WILL BE IN EASEMENTS ONCE PROPERTY IS PLATTED.
7. TOTAL GROSS AREA OF PARCEL: 29.46 ACRES.
8. ALL UNITS ARE U.S. SURVEY FEET.

SCALE VERIFICATION

BAR IS ONE INCH
ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

REVISIONS

NO.	DESCRIPTION	DATE	BY	APP'D BY
1	Original Survey	05/29/15	Bo	
2	New Commitment, NSPS standards	04/27/17	Bo	

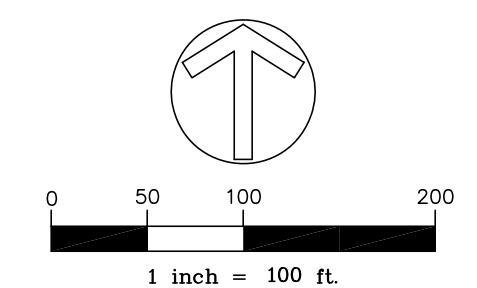
HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
2500 Broadway, Suite 8
Boulder, CO 80304
303.449.9105

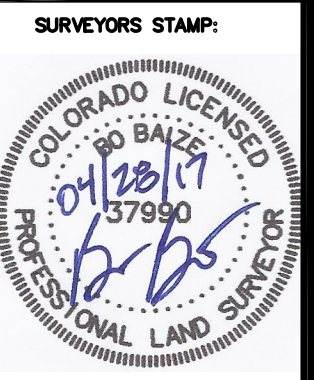
ALTANSPS LAND TITLE SURVEY
FUTURE COLLIERS HILL
FILING NO. 2A
ERIE, COLORADO

DRAWN BY: BO	DESIGNED BY:	APPROVED BY:
JOB NUMBER: 2020-42	DATE: 04/28/17	SCALE: N/A
SHEET NO: 1 OF 2	FILE LOCATION: G:\2020\2020SURVEY\ALTANSPS\FUTURE CH FIL 2A ALTA	

SHEET 2 OF 2



SCALE VERIFICATION
 BAR IS ONE INCH
 ON ORIGINAL DRAWING
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 ADJUST SCALES ACCORDINGLY



2500 Broadway, Suite B
Boulder, CO 80304
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

**FUTURE COLLIERIES HILL
FILING NO. 2A
ERIE, COLORADO**

BO	DESIGNED BY:	APPROVED BY:	FILE LOCATION: S:\2020\242\SURVEY\TA\FUTURE CH FIL 2A ALTA
NUMBER: 2020-42			
E: 04/28/17			
LE: 1"=100'			
ET NO: 2 OF 2			