

**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: Vista Ridge Filing No.6 - Lot 7

PROJECT ADDRESS: NW of Commons Drive and Blue Sky Circle

PROJECT DESCRIPTION: A sketch plan proposing to add 116 town home units to Lot 7 of Vista Ridge Filing No. 6. Ultimately this will require an amendment to the Vista Ridge Development Plan in terms of uses, densities and development standards such as setbacks and this will be prepared after we receive Sketch Plan feedback from the Town.

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Vista Ridge

Filing #: 6

Lot #: 7

Block #:

Section: 32

Township: 1 North

Range: 68 West

OWNER (attach separate sheets if multiple)

Name/Company: Bonanza Drive Development Corporation

Contact Person: James Spehalski

Address: 9750 W Cambridge Place

City/State/Zip: Littleton, CO 80127

Phone: 303.920.9400

Fax:

E-mail: jspehalski@marathonlc.com**AUTHORIZED REPRESENTATIVE**

Company/Firm:

Contact Person:

Address:

City/State/Zip:

Phone:

Fax:

E-mail:

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company:

Address:

City/State/Zip:

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: Extraction Oil and Gas, LLC

Address: 370 17th Street, Suite 5300

City/State/Zip: Denver, CO - 80202

LAND-USE & SUMMARY INFORMATION

Present Zoning: PD

Proposed Zoning: PD

Gross Acreage: 10.63 acres

Gross Site Density (du/ac): 10.9 du/ac

Lots/Units Proposed: 116

Gross Floor Area:

SERVICE PROVIDERS

Electric: United Power

Metro District: Vista Ridge Metropolitan District

Water (if other than Town): Town

Gas: Xcel

Fire District: Mountain View Fire District

Sewer (if other than Town): Town

PAGE TWO MUST BE SIGNED AND NOTARIZED

\$1,000 - +
(116 lots
x \$10/lot)
= \$2,160 -

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input checked="" 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 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

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: 06-27-17

Owner: _____

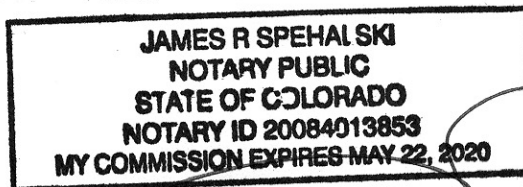
Date: _____

Applicant: _____

Date: _____

STATE OF COLORADO)
County of ADAMS) ss.

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2017, by ADAM CHAIKOVSKY



My commission expires: 5/22/20
Witness my hand and official seal.

[Signature]
Notary Public

**PROJECT NARRATIVE FOR CONCEPT / SKETCH PLAN REVIEW
VISTA COMMONS TOWNHOMES
(VISTA RIDGE LOT 7)
TRACT A1, 'VISTA RIDGE FILING NO. 6, FIRST AMENDMENT'
August 10, 2017**

Project Description:

Vista Commons – Vista Ridge Lot 7 is a proposed residential development consisting of 116 single-family attached townhomes. Currently, the project site is zoned Commercial within the Vista Ridge Development Plan. To accommodate this development the applicant proposes to amend the Vista Ridge Development Plan, concurrent with this application, to add Medium/High and High Density Residential as allowed uses to Parcel 7-1 on the development plan. Additionally, appropriate development standards such as maximum unit count, setbacks and building heights will be defined in that amendment.

The Project includes a proposed playground area, manicured landscaping, internal walkways and guest parking. The development sits on 10.6 acres and is located just east of the intersection of Commons Drive and Bonanza Drive in the Vista Ridge Subdivision. Adjacent properties include a single-family detached subdivision to the north, condominiums to the east, future commercial to the south and existing commercial to the west.

Land Use Data:

The development parcel consists of 10.6 acres and 116 townhome lots, and the proposed density of the project will be approximately 11 units/acre. Lot sizes will range between 1,400 sf. to 2,600 sf. The units will front to either landscaped open space or a private drive. All units will be rear-loaded with alley access. Interior lots between end units will be 21' x 68'. End unit lots will be 38.5' x 68'.

Background & Basis for Request:

Vista Ridge was approved as a development plan in 2000. At over 920 acres, and with a maximum number of units of 2,494, Vista Ridge is nearing completion of the build out of its residential zoning. While the commercial ground along Highway 7 has been developing fairly steadily in recent times there is still some development yet to occur, especially at the south east corner of Vista Ridge on parcel 7-1. This fact, combined with interest from an attached builder, seeking to bring townhome product to this part of Erie is driving this request to change the zoning on the northern portion of this parcel, north of Commons Drive, to accommodate residential uses in this area. Additionally, we believe that this proposed change will provide a better transition of uses between the single family detached residential to the north and the commercial zoning and uses that will remain along the Highway 7 frontage.

Phasing:

At this time, it is anticipated that the project will proceed in a single phase. However, design and market conditions may necessitate phasing of utilities and home construction as the project moves forward.

Location, Function, Ownership & Maintenance of Tracts & Open Space; Utility Providers:

Residential lots will be privately owned. Landscape maintenance within privately owned lots will be the responsibility of the Vista Ridge Metro District. Open space common areas are identified as tracts and provide pedestrian access, and landscape buffers between residential lots. Ownership and maintenance of open space common area tracts, private drives and access easements will be the responsibility of the Vista Ridge Metro District. Gas services will be provided by Xcel Energy. United Power will provide electric services. Water services will tie into existing systems. Sanitary services will utilize the existing lift station.

Infrastructure & Services:

The site will receive power from United Power that has above ground appurtenances on the south side of the existing pond. The system will be looped through the site and tie into existing lines along the east property line and Baseline Rd. Gas will be provided by Xcel Energy, the system will be looped through the site at connections made at the intersection of Commons Dr. and Bonanza Dr. The water service will be looped through the site and tied into existing system in four locations. Three connections will be in Commons Drive and the forth will be located near the northeast corner of the property. There will be fire hydrants added through the site to meet that fire protection requirements set by Mountain View Fire and Rescue. The sanitary sewer will utilize the existing lift station and gravity system to convey flow to the existing manhole near the northeast corner of the site. Of the proposed sanitary sewer layout 86 units will be directed to the existing manhole via gravity mains and 30 units will be conveyed to the lift station. The proposed flow to the existing lift station will not exceed the capacity of the previously designed and approved facility.

The community is located within the St. Vrain Valley School District. Black Rock Elementary School, Erie Middle School and Erie High School will service this community. Currently, a capacity report for these schools is unavailable. The applicant will work with the District in determining a capacity assessment.

The project will be serviced by the Mountain View Fire Protection District.

Covenants, Conditions & Restrictions:

The project will be subject to the Covenants, Conditions & Restriction of the Vista Ridge Master Homeowners Association and Sub-Association for this development. Further details will be provided as entitlement progresses.

Landscape & Open Space Concept:

Vista Commons – Vista Ridge Lot 7 will provide manicured open space with a network of internal pedestrian walks connecting front doors of units to attached sidewalks. A playground will accommodate shelter, seating and irrigated turf areas. Units will incorporate attractive foundation plantings with a mixture of deciduous, evergreen and perennial plant varieties. The majority of building frontages will have front door access to internal landscape areas. These areas will be landscaped with a mixture shrub and irrigated turf. Units fronting private drives will be landscaped from back of walk to the front of unit. A buffer between the existing commercial storage to the north and proposed buildings 1, 2 & 3 will vary between 15'-20' in width. This width is narrower than the Town's buffer requirement. However, the existing 8' masonry wall between the two properties will remain and provide visual screening. Additionally, the proposed buffer will be heavily landscaped with a variety of trees and shrubs.

Primary entry signage will be located at the southwest corner of the Project adjacent to Commons Drive. Secondary entry markers will be provided at the southeast Project entry adjacent to Commons Drive.

Architectural Concept:

The architecture proposed for the site is comprised of alley townhome product, capable of being combined in combinations from 2 unit duplexes, up to 7 unit buildings. The units are designed as 2 story traditional townhomes with fairly contemporary elevations. This product is currently being built in Longmont at Silver Meadows and is being very well received by the market, especially with younger, first time buyers.

Additionally, as you will see in the attached materials, the end units contain a stepped down section of the building to one story with an elevated deck to break down the scale of the building and provide a more pedestrian friendly pedestrian space between units, while providing additional outdoor living space. Also, the buildings provide numerous steps in the front and rear planes of the building, combined with a variety of materials and colors designed to complement the overall building architecture.

Circulation System:

Vista Commons – Vista Ridge Lot 7 will be accessed from two private drives intersecting with Commons Drive, which also exists as private. The private drives will extend north to south providing access to the interior of the site. The drives will dead end with emergency access providing a connection between the two drives at the north end of the property. These drives will include attached walks to ensure good pedestrian connectivity. Proposed private drives will accommodate on-street parking on one side only, and an emergency access will be located at the southwest corner of the Project to ensure connection. Alleys will provide vehicular access to all units and accommodate turning movement for emergency vehicles. Bump-out parallel parking stalls will be constructed along a portion Commons Drive, and an attached walk will be constructed along Commons Drive for the length of the Project site.



Customer Distribution

Our Order Number: ABD25143871.1

Date: 08-07-2017

Property Address: VISTA RIDGE FILING NO. 6 SECOND AMENDMENT PLAT MASTER

For Title Assistance
DAVID KNAPP
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4174 (phone)
303-393-4842 (fax)
dknapp@ltgc.com

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

Seller/Owner

VISTA RIDGE DEVELOPMENT CORPORATION C/O MARATHON LAND COMPANY
Attention: BO BAIZE

Attention: JAMES SPEHALSKI

9750 CAMBRIDGE ST

LITTLETON, CO 80127

303-920-9400 (work)

303-795-2879 (work fax)

jspehalski@marathonlc.com

Delivered via: Linked Commitment Delivery

HURST & ASSOCIATES INC

Attention: BO BAIZE

2500 BROADWAY ST #B

BOULDER, CO 80304

bo@hurst-assoc.com

Delivered via: Linked Commitment Delivery



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABD25143871.1

Date: 08-07-2017

Property Address: VISTA RIDGE FILING NO. 6 SECOND AMENDMENT PLAT MASTER

Buyer/Borrower:

Seller: BONANZA DRIVE DEVELOPMENT CORPORATION, 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: ABD25143871.1

Customer Ref-Loan No.:

Property Address:

VISTA RIDGE FILING NO. 6 SECOND AMENDMENT PLAT MASTER

1. Effective Date:

07-26-2017 At 05:00:00

2. Policy to be Issued and Proposed Insured:

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

To Be Determined

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

A FEE SIMPLE

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

BONANZA DRIVE DEVELOPMENT CORPORATION, A COLORADO CORPORATION

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

TRACT A1, VISTA RIDGE FILING NO. 6 FIRST AMENDMENT, 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: ABD25143871.1

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: ABD25143871.1

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. UNDIVIDED 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED , RECORDED JUNE 27, 1972, UNDER RECEPTION NO. [1592499](#) IN BOOK 670, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. OIL AND GAS LEASE RECORDED SEPTEMBER 18, 1981 UNDER RECEPTION NO. [1868894](#) IN BOOK 947 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
11. OIL AND GAS LEASE RECORDED NOVEMBER 16, 1981 UNDER RECEPTION NO. [1874598](#) IN BOOK 953 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
12. NOTICE CONCERNING UNDERGROUND FACILITIES OF UNITED POWER, INC. RECORDED JANUARY 24, 1991 AT RECEPTION NO. [2239296](#).
13. NOTICE OF UNDERGROUND FACILITIES OF MOUNTAIN BELL RECORDED OCTOBER 01, 1981 AT RECEPTION NO. [1870705](#) IN BOOK 949.
14. GENERAL DESCRIPTION OF UNDERGROUND FACILITIES OF COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 AT RECEPTION NO. [1979784](#) IN BOOK 1041.
15. NOTICE GAS PIPELINE FACILITIES OF ASSOCIATED NATURAL GAS, INC. RECORDED APRIL 10, 1989 AT RECEPTION NO. [2175917](#) IN BOOK 1229.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABD25143871.1

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

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

ANNEXATION MAP RECORDED SEPTEMBER 15, 2000 AT RECEPTION NO. [2793939](#).

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

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

NOTICES OF RESOLUTION REGARDING THE IMPOSITION OF SYSTEM DEVELOPMENT FEES AND RESOLUTION REGARDING INCREASE OF SYSTEM DEVELOPMENT FEES RECORDED SEPTEMBER 20, 2010 AT RECEPTION NO. [3719463](#) AND MARCH 16, 2012 AT RECEPTION NO. [3832301](#) AND MAY 21, 2013 AT RECEPTION NO. [3933756](#) AND MARCH 18, 2014 AT RECEPTION NO. [4002991](#) AND AUGUST 20, 2014 AT RECEPTION NO. [4039682](#) AND NOVEMBER 14, 2014 AT RECEPTION NO. [4061805](#) AND JULY 21, 2016 AT RECEPTION NO. [4221172](#).

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VISTA RIDGE METROPOLITAN DISTRICT REGARDING THE INCREASE OF SYSTEM DEVELOPMENT FEES RECORDED FEBRUARY 16, 2017 UNDER RECEPTION NO. [4279108](#).

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT PLAN RECORDED SEPTEMBER 15, 2000 AT RECEPTION NO. [2793940](#), AND AMENDMENT NO. 4 THERETO RECORDED MARCH 3, 2011 AT RECEPTION NO. [3753956](#), AND AMENDMENT NO. 5 RECORDED NOVEMBER 26, 2012 AT RECEPTION NO. [3890727](#), AND AMENDMENT NO. 6 RECORDED NOVEMBER 25, 2013 UNDER RECEPTION NO. [3980214](#).

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

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT PLAN RECORDED FEBRUARY 27, 2002 AT RECEPTION NO. [2928673](#).

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AGREEMENT RECORDED AUGUST 21, 2002 AT RECEPTION NO. [2980279](#).

24. RIGHT OF WAY EASEMENT AS GRANTED TO UNITED POWER INC., IN INSTRUMENT RECORDED SEPTEMBER 04, 2002, UNDER RECEPTION NO. [2984584](#).

25. RIGHT OF WAY EASEMENT AS GRANTED TO UNITED POWER INC., IN INSTRUMENT RECORDED NOVEMBER 06, 2002, UNDER RECEPTION NO. [3002912](#).

26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VISTA RIDGE FILING NO 6 MINOR SUBDIVISION RECORDED MAY 19, 2008 AT RECEPTION

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABD25143871.1

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:

NO. [3555044](#).

27. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VISTA RIDGE FILING NO. 6 FIRST AMENDMENT RECORDED FEBRUARY 5, 2014 AT RECEPTION NO. [3994401](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED FEBRUARY 05, 2014 AT RECEPTION NO. [3994402](#).
29. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED FEBRUARY 05, 2014, UNDER RECEPTION NO. [3994461](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF USE RESTRICTION RECORDED FEBRUARY 05, 2014 AT RECEPTION NO. [3994463](#).



**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 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

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
TRACT A1, "VISTA RIDGE FILING NO. 6 FIRST AMENDMENT"

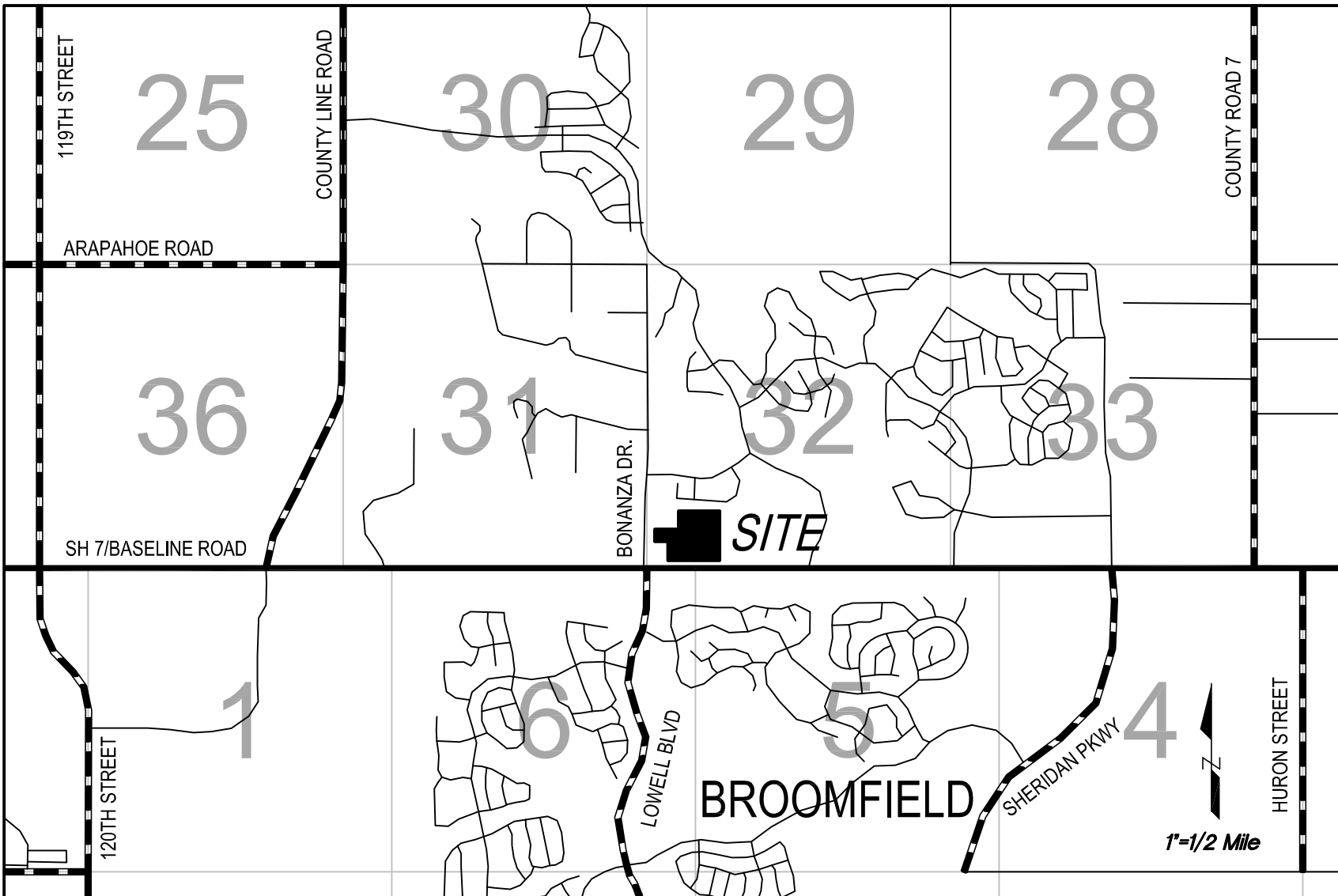
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

COMMITMENT NOTES:

THIS SURVEY IS BASED UPON TITLE COMMITMENT NO. ABD25143871.1, PREPARED BY LAND TITLE GUARANTEE COMPANY, WITH AN EFFECTIVE DATE OF JULY 26, 2017. 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	06/27/1972	1592499	NOTHING TO SHOW
10	OIL AND GAS LEASE	09/18/1981	1868894	NOTHING TO SHOW
11	OIL AND GAS LEASE	11/16/1981	1874598	NOTHING TO SHOW
12	NOTICE	01/24/1991	2239296	NOTHING TO SHOW
13	NOTICE	10/01/1981	1870705	NOTHING TO SHOW
14	GENERAL DESCRIPTION	08/31/1984	1979784	NOTHING TO SHOW
15	NOTICE	04/10/1989	2145917	NOTHING TO SHOW
16	ORDINANCE NO. 696	08/30/2000	2790549	NOTHING TO SHOW; ZONES PROPERTY TO "PD" (PLANNED DEVELOPMENT)
17	ORDINANCE NO. 704 ANNEXATION MAP	08/30/2000 09/15/2000	2790550 2793939	NOTHING TO SHOW
18	ANNEXATION AGMT	09/15/2000 12/08/2000	2793930 2812291	NOTHING TO SHOW
19	ORDER AND DECREE NOTICE NOTICE NOTICE NOTICE NOTICE NOTICE RESOLUTION	01/08/2001 09/20/2010 03/16/2012 05/21/2013 03/18/2014 08/20/2014 07/21/2016 02/16/2017	2817763 3719463 3832301 3933766 4002991 4039682 4081805 42211721 4279108	NOTHING TO SHOW
20	DEVELOPMENT PLAN AMENDMENT NO. 4 AMENDMENT NO. 5 AMENDMENT NO. 6	09/15/2000 03/03/2011 11/26/2012 11/25/2013	2793940 3753956 3890727 3980214	NOTHING TO SHOW
21	DEVELOPMENT AGMT	12/04/2001	2905896	NOTHING TO SHOW
22	DEVELOPMENT PLAN AMENDMENT NO. 1	02/27/2002	2928673	NOTHING TO SHOW
23	SURFACE USE AGMT	08/21/2002	2980279	OIL & GAS OPERATIONS AREA SHOWN
24	ROW GRANT	09/04/2002	2984584	SHOWN
25	ROW GRANT	11/06/2002	3002912	SHOWN
26	VISTA RIDGE FILING NO. 6 PLAT	05/19/2008	3555044	NOTHING TO SHOW, NO EASEMENTS CREATED BY PLAT
27	VISTA RIDGE FILING NO. 6 FIRST AMEND. PLAT	02/05/2014	3994401	EASEMENTS SHOWN
28	DEVELOPMENT AGMT	02/05/2014	3994402	NOTHING TO SHOW
29	DECLARATION OF COVENANTS...	02/05/2014	3994461	NOTHING TO SHOW, SEE GENERAL NOTE 6
30	DECLARATION OF USE RESTRICTION	02/05/2014	3994463	NOTHING TO SHOW



VICINITY MAP

GENERAL NOTES:

- 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.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32 BEING N001°51'4"E, 1,321.02 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 32 (2.5" ALUMINUM CAP, ILLEGIBLE) AND THE SOUTH SIXTEENTH CORNER OF SECTIONS 31 AND 32 (2" ALUMINUM CAP, LS 14083).
- PARCEL CORNER MONUMENTATION NOTED HEREON.
- THERE IS NO POSTED ADDRESS FOR SURVEYED PROPERTY. WELD COUNTY ONLINE PROPERTY PORTAL LISTS 30 COUNTY ROAD 3 AS ADDRESS.
- PER THE VISTA RIDGE FILING NO. 6 FIRST AMENDMENT: DUE TO THE PROXIMITY OF THE PROPERTY TO THE ERIE MUNICIPAL AIRPORT, THERE WILL BE AIRCRAFT PASSING OVER THE PROPERTY. AIRCRAFT PASSAGE MAY RESULT IN NOISE AND OTHER IMPACTS ON THE PROPERTY. AIRCRAFT MAY CROSS PROPERTY AT LOW ALTITUDE IN ACCORDANCE WITH FAA REGULATIONS. THE FREQUENCY OF AIRCRAFT PASSING OVER THE PROPERTY MAY INCREASE IN THE FUTURE. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, SPECIFICALLY ACKNOWLEDGE THE RIGHT OF PASSAGE OVER THE PROPERTY FOR AIRCRAFT AND AGREE TO HOLD HARMLESS THE TOWN OF ERIE FOR AIRCRAFT OPERATIONS.
- THE DECLARATION OF COVENANTS RECORDED 02/05/2014 AT RECEPTION NO. 3994461 (EXCEPTION NO. 29) GRANTS RECIPROCAL ACCESS & UTILITY EASEMENTS ACROSS FUTURE PAVED AREAS AND WALKWAYS. SEE DOCUMENT FOR APPROXIMATE FUTURE ACCESS DRIVES.
- STATUS OF POSSIBLE SHARED ACCESS EASEMENT IS UNCLEAR. THE VISTA RIDGE FILING NO. 6 FIRST AMENDMENT SHOWS EASEMENT WITH A LABEL SHOWING A RECEPTION NUMBER TO BE FILLED IN, IMPLYING THAT EASEMENT IS CREATED BY SEPARATE INSTRUMENT.
- ABOVE GROUND UTILITIES ARE SHOWN. BURIED UTILITIES SHOULD BE LOCATED PRIOR TO ANY EXCAVATION.
- ALL LINEAR DISTANCES ARE IN U.S. SURVEY FEET.

PARCEL DESCRIPTION (FROM COMMITMENT):

TRACT A1, VISTA RIDGE FILING NO. 6 FIRST AMENDMENT, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SURVEY CERTIFICATION:

CERTIFIED TO:

BONANZA DRIVE DEVELOPMENT CORPORATION
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, 4, 8 & 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED 06/06/17.

DATE OF PLAT OR MAP: 08/08/17



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

SCALE VERIFICATION

BAR IS ONE INCH
ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	Original	12/27/06	Ba
1	Update per related commitment, field work	08/08/17	Ba

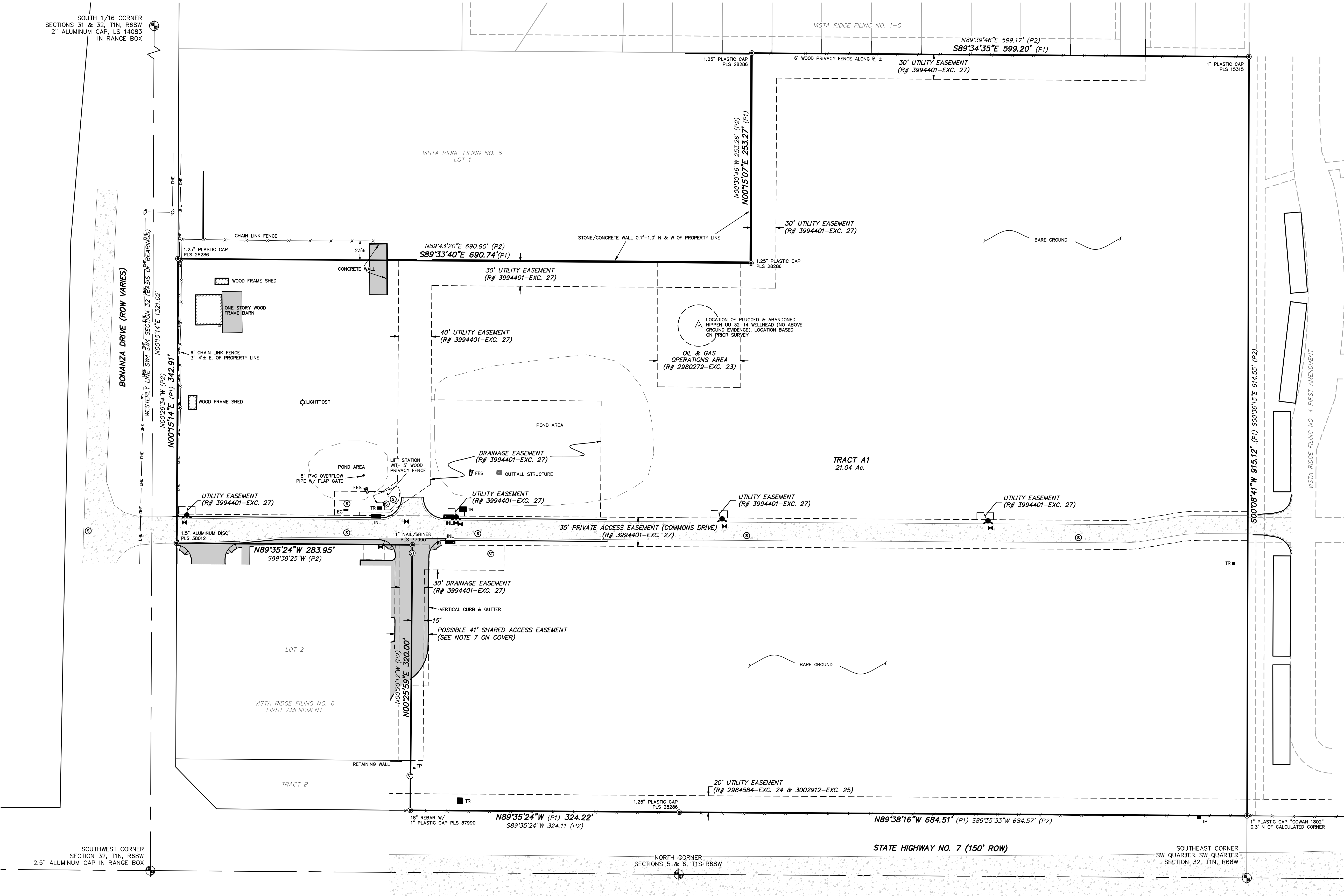
HURST & ASSOCIATES, INC.
2500 Broadway, Suite 8
Boulder, CO 80304
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

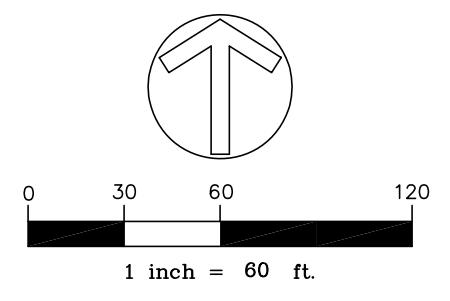
ALTANSPS LAND TITLE SURVEY
TRACT A1, "VISTA RIDGE FILING
NO. 6 FIRST AMENDMENT"
ERIE, COLORADO

DRAWN BY: BO	DESIGNED BY:	APPROVED BY:
JOB NUMBER: 2142-04	DATE: 08/08/17	SCALE: N/A
SHEET NO: 1 OF 2	FILE LOCATION: G:\2142\SURVEY\VISTA RIDGE FILING 6 AMEND 2 ALTA	

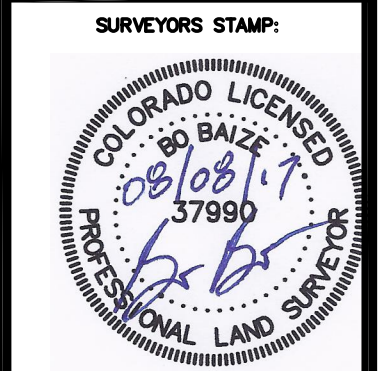
ALTA/NSPS LAND TITLE SURVEY
TRACT A1, "VISTA RIDGE FILING NO. 6 FIRST AMENDMENT"
SHEET 2 OF 2



LEGEND	
⊙	Sanitary Sewer Manhole
⊕	Storm Sewer Manhole
⚡	Fire Hydrant
⌵	Water Valve
⊕	Utility Pole
EC	Electrical Cabinet
FES	Flared End Section
INL	Inlet
TP	Telephone Pedestal
TR	Transformer
—DE—	Overhead Electric/Utility Line
P1	Course per "Vista Ridge Filing No. 6 First Amendment"
P2	Course per "Vista Ridge Filing No. 6 2nd Amendment" to be recorded
Asphalt	Asphalt
Concrete	Concrete



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



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

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

ALTANSPS LAND TITLE SURVEY
Parcel description
xxx, COLORADO

DRAWN BY: BO	DESIGNED BY: BO	APPROVED BY: BO
JOB NUMBER: 2142-04	DATE: 08/08/17	SCALE: 1"=60'
SHEET NO: 2 OF 2	FILE LOCATION: G:\2142\SURV\VISTA RIDGE FILING NO. 6 FIRST AMENDMENT 2 ALTA	