Conceptual Review Agenda

Schedule for 02/06/20

281 Conference Room A

Thursday, February 6, 2020

Time	Project Name	Applicant Info	Project Description	
9:30	3486 Precision Dr. Warehouse CDR200007	Jeffrey Errett 970-482-8125 je@the-architects-studio.com	This is a request to construct a new 100,000 square foot building for warehouse, manufacturing, and general office space with additional site improvements. The site (parcel #8604217002) is located 1,600 feet east of Ziegler Road and 1,600 feet south of E. Harmony Road. Future access will be taken from Precision Drive directly to the south. The proposal includes 64 on-site parking spaces. The property is within the Harmony Corridor (H- C) zone district and is an Addition of a Permitted Use application subject to City Council (Type 2) Review for the proposed Warehouse use.	Planner: Meaghan Overton Engineer: Marc Virata DRC: Todd Sullivan
10:15	906 E. Stuart St. Multi-Family CDR200008	Serdar Badem 310-948-1948 sbadem@planetscale.io	This is a request to convert an existing child care center into a four dwelling unit multi-family home. One of the four units will be an affordable housing unit. The site (parcel #9724106924) is located 850 feet west of S. Lemay Avenue and 1,200 feet south of E. Prospect Road. Access is taken from E. Stuart Street directly to the south. The property is within the Low Density Mixed-Use Neighborhood District (L-M-N) zone district and is subject to Administrative (Type 1) Review.	Planner: Kai Kleer Engineer: Spencer Smith DRC: Brandy Bethurem Harras
11:00	4518 Innovation Dr. Cell Tower CDR200009	Matthew Grugan 678-488-1866 mgrugan@verticalbridge.com	This is a request to construct an 85 foot tall wireless monopole facility for use by T-Mobile on 680 square feet of leased land at the subject site. The site (parcel #8731406010) is located 280 feet north of E. Harmony Road and 1,600 feet west of S. Timberline Road. Access is taken from Innovation Drive directly to the east. The property is within the Harmony Corridor (H-C) zone district and is subject to Administrative (Type 1) Review.	Planner: Clark Mapes Engineer: Morgan Stroud DRC: Tenae Beane

3486 Precision Drive Manufacturing Warehouse



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CONCEPTUAL REVIEW:

APPLICATION

General Information

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At Conceptual Review, you will meet with Staff from various City departments, including Community Development and Neighborhood Services (Zoning, Planning, and Development Review Engineering), Light and Power, Stormwater, Water/ Waste Water, Transportation Planning and Poudre Fire Authority. Staff provides the applicant with comments to assist in preparing the detailed formal project application. There is no approval or denial of development proposals associated with Conceptual Review. The applicant will receive the comment letter at the review meeting.

BOLDED ITEMS ARE REQUIRED *The more info provided, the more detailed your comments from staff will be.* Contact Name(s) and Role(s) (Please identify whether Consultant or Owner, etc)

Email Address je@the-architects-studio.com

JEFFREY ERRETT, THE ARCHITECTS' STUDIO (ARCHITECT)

Business Name (if applicable)

Your Mailing Address 405 MASON COURT, SUITE 115A, FORT COLLINS, CO 80524

Phone Number (970) 482-8125

Site Address or Description (parcel # if no address) 3486 PRECISION DRIVE

Description of Proposal (attach additional sheets if necessary)

CONSTRUCTION OF A NEW 100,000+ SQFT BUILDING FOR WAREHOUSE, MANUFACTURING, AND GENERAL OFFICE

SPACE WITH ADDITIONAL SITE IMPROVEMENTS.

Proposed Use OFFICE/WAREHOUSE Existing Use VACANT

Total Building Square Footage 100,815 S.F. Number of Stories ONE Lot Dimensions 397 FT X 295 FT

Age of any Existing Structures N/A

Info available on Larimer County's Website: <u>http://www.co.larimer.co.us/assessor/query/search.cfm</u> If any structures are 50+ years old, good quality, color photos of all sides of the structure are required for conceptual.

Is your property in a Flood Plain?

Yes
No If yes, then what risk level?
Info available on FC Maps: http://gisweb.fcgov.com/redirect/default.aspx?layerTheme=Floodplains.

Increase in Impervious Area 148,251

____ S.F.

(Approximate amount of additional building, pavement, or etc. that will cover existing bare ground to be added to the site)

Suggested items for the Sketch Plan:

Property location and boundaries, surrounding land uses, proposed use(s), existing and proposed improvements (buildings, landscaping, parking/drive areas, water treatment/detention, drainage), existing natural features (water bodies, wetlands, large trees, wildlife, canals, irrigation ditches), utility line locations (if known), photographs (helpful but not required). Things to consider when making a proposal: How does the site drain now? Will it change? If so, what will change?



ZONING MAP 3/4" = 1'-0"



PRECISION TECHNOLOGY 3486 PRECISION DRIVE FORT COLLINS, CO 80528



DECEMBER 20, 2019 CONCEPTUAL REVIEW

DRAWING INDEX

CR-001 ZONING/CONTEXT MAPS CR-002 CONCEPTUAL REVIEW - SITE PLAN



405 Mason Court, Suite 115 A Fort Collins, CO 80524 Phone: (970) 482-8125

PROJECT: PRECISION TECHNOLOGY

3486 PRECISION DRIVE FORT COLLINS, CO 80528

SEAL:

CONCEPTUAL REVIEW

19-447 **PROJECT NO:** EL - TAS **DRAWN BY: CHECKED BY:** JE - TAS

ISSUE AND REVISION SCHEDULE:

DRAWING TITLE: ZONING/CONTEXT MAPS

SHEET:

CR-001



12/19/2019 1:02:05 PM DRAWN BY: EL - TAS REVISION:
 C-DD 110_417 DPCS Practision Technology II/03 DSCM010 Arch Current/10_417 DPCS TECH

GENERAL LAND USE DATA

Existing Zoning Gross Area Existing Land Use Proposed Land Use Max. Proposed Building Height HARMONY CORRIDOR DISTRICT 4.650 ACRES / 202,551 SQFT VACANT OFFICE/WAREHOUSE 29 FEET (APPROXIMATE)



405 Mason Court, Suite 115 A Fort Collins, CO 80524 Phone: (970) 482-8125

PROPOSED PROJECT LAND USE DATA

PROPERTY LIMIT IMPROVEMENTS	SITE AREA (ACRES)	SITE AREA (SQFT)	% TOTAL
BUILDING	2.314	100,815	49.8
PARKING AND DRIVEWAY - ASPHALT	0.866	37,733	18.6
TRUCK LOADING - CONCRETE	0.114	4,982	2.5
PLAZA/WALKS - CONCRETE	0.108	4,721	2.3
LANDSCAPE AREA (TURF, SHRUB, BEDS)	1.246	54,277	26.8
RIGHT-OF-WAY IMPROVEMENTS	RIGHT-OF-WAY IMPR	OVEMENTS	
WALKS - CONCRETE	0.055	2,386	
LANDSCAPE AREA (TURF)	0.075	3,247	

BUILDING INFORMATION

17,106 SQFT 83,709 SQFT

PROPOSED BUILDING FLOOR AREA DATA

NAMESTATUST.B.D. "PRECISION TECH"NEW

OFFICE

WAREHOUSE

 STATUS
 AREA(G

 NEW
 100,815

AREA(GROSS)FARLAND-USE100,815.498OFFICE/WAREHOUSE

PROJECT:

PRECISION TECHNOLOGY

3486 PRECISION DRIVE FORT COLLINS, CO 80528

SEAL:

CONCEPTUAL REVIEW

PROJECT NO:	19-447
DRAWN BY:	EL - TAS
CHECKED BY:	JE - TAS

ISSUE AND REVISION SCHEDULE:

DRAWING TITLE:
CONCEPTUAL
REVIEW - SITE
PLAN

SHEET:

CR-002

906 E. Stuart Street Multi-Family



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At Conceptual Review, you will meet with Staff from a number of City departments, such as Community Development and Neighborhood Services (Zoning, Current Planning, and Development Review Engineering), Light and Power, Stormwater, Water/Waste Water, Advance Planning (Long Range Planning and Transportation Planning) and Poudre Fire Authority. Comments are offered by staff to assist you in preparing the detailed components of the project application. There is no approval or denial of development proposals associated with Conceptual Review. At the meeting you will be presented with a letter from staff, summarizing comments on your proposal.

Business Name (if applicable) Planet Scale Limited	
Your Mailing Address 12933 Regan Lane, Saratoga, CA	A, 95070
Phone Number (310) 948-1948 Email Address st	padem@planetscale.io
	Stuart St

Description of Proposal (attach additional sheets if necessary) Convert the existing child care center into a 4 dwelling unit multi-family home (One of the four units will be an affordable housing unit)

Proposed Use	Multi-family housing	Existing Use Child care center			
		S.F. Number of Stories	2	Lot Dimensions	0.3 acres
-		946 (74 years)			

Info available on Larimer County's Website: <u>http://www.co.larimer.co.us/assessor/query/search.cfm</u> If any structures are 50+ years old, good quality, color photos of all sides of the structure are required for conceptual.

Is your property in a Flood Plain? □ Yes ■ No If yes, then at what risk is it? _

Info available on FC Maps: <u>http://gisweb.fcgov.com/redirect/default.aspx?layerTheme=Floodplains</u>. Increase in Impervious Area _______

Increase in Impervious Area S.F. (Approximate amount of additional building, pavement, or etc. that will cover existing bare ground to be added to the site)

Suggested items for the Sketch Plan:

Property location and boundaries, surrounding land uses, proposed use(s), existing and proposed improvements (buildings, landscaping, parking/drive areas, water treatment/detention, drainage), existing natural features (water bodies, wetlands, large trees, wildlife, canals, irrigation ditches), utility line locations (if known), photographs (helpful but not required). Things to consider when making a proposal: How does the site drain now? Will it change? If so, what will change?





4518 Innovation Drive Cell Tower



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BOLDED ITEMS ARE REQUIRED *The more info provided, the more detailed your comments from staff will be.* Contact Name(s) and Role(s) (Please identify whether Consultant or Owner, etc) <u>OWNER REPRESENTATIVE</u>. MATTHEW GRUGAN - SENIOR PROJECT MANAGER - VERTICAL BRIDGE DEVELOPMENT, LLC

Business Name (if applicable) VERTICAL BRIDGE DEVELOPMENT, LLC Your Mailing Address 750 PARK OF COMMERCE DRIVE, SUITE 200, BOCA RATON, FL 33487

Phone Number 678-488-1866 Email Address MGRUGAN@VERTICALBRIDGE.COM

Site Address or Description (parcel # if no address) _____ 4518 INNOVATION DRIVE, FORT COLLINS, CO 80525

PARCEL 8731406010

Description of Proposal (attach additional sheets if necessary) <u>85' WIRELESS MONOPOLE FACILITY WITH</u> WITH 680 SQUARE FOOT FENCED LEASED AREA FOR OUR ANCHOR TENANT, T-MOBILE

Proposed Use _____NEIGHBORHOOD COMMERCIAL _____SPORTING GOODS STORE & INDOOR ARCHERY Existing Use RANGE - NEIGHBORHOOD COMMERCIAL

Total Building Square Footage <u>9,983</u> S.F. Number of Stories <u>2</u> Lot Dimensions <u>27,600 SQ.FT.</u>

Age of any Existing Structures 10 YEARS (2010)

Info available on Larimer County's Website: <u>http://www.co.larimer.co.us/assessor/query/search.cfm</u> If any structures are 50+ years old, good quality, color photos of all sides of the structure are required for conceptual.

Increase in Impervious Area 300 SQ FT OF ADDED IMPERVIOUS SURFACE

S.F.

(Approximate amount of additional building, pavement, or etc. that will cover existing bare ground to be added to the site)

Suggested items for the Sketch Plan:

Property location and boundaries, surrounding land uses, proposed use(s), existing and proposed improvements (buildings, landscaping, parking/drive areas, water treatment/detention, drainage), existing natural features (water bodies, wetlands, large trees, wildlife, canals, irrigation ditches), utility line locations (if known), photographs (helpful but not required). Things to consider when making a proposal: How does the site drain now? Will it change? If so, what will change?

PROJECT NARRATIVE

01/07/2020

Vertical Bridge Development, LLC 85' Wireless Monopole Facility Rocky Mountain Archery 4518 Innovation Drive Fort Collins, CO

The Applicant (Vertical Bridge Development, LLC) is interested in developing a new telecommunications tower on a portion of the Rocky Mountain Archery property located at 4518 Innovation Drive in the city of Fort Collins, CO. Preliminary plans have the tower located within a 680 sq.ft. leased area with access by a private driveway. It will be a 85' monopole design with supporting telecommunication cabinets located on a raised platform. The tower will have additional room on the tower and within the compound for additional co-locations by other wireless and broadband tenants. Improvements on the property currently include a 10,000+/- sq. ft. sporting goods store with indoor archery range and parking. The majority of the site is developed & landscaped. The tower is proposed to be located on the southeastern corner of the property and will provide needed cellular service to the immediate area for T-Mobile as they are being removed from an existing utility pole on E. Harmony Road less than .15 miles away. Utilities are existing at the property and the site is planned to be enclosed by a seven foot (7') tall security fence.

verticalbridge T • Mobile•

VERTICAL BRIDGE SITE NAME: ROCKY MOUNTAIN AR

VERTICAL BRIDGE SITE NUMBER: US-CO-5082

T-MOBILE SITE NUMBER:

SITE ADDRESS:

STRUCTURE TYPE:

US-CO-5082 DN01586C

4518 INNOVATION DR FORT COLLINS, CO 80

MONOPOLE TOWER W

PROJECT INFORMATION	PROJECT	DIRECTORY	AREA MAP		DRAWING INI
VERTICAL BRIDGE SITE NAME:	PROPERTY OWNER:	SITE DEVELOPMENT:	Prospect Rd Prospect Rd	SHEET NO.	TITLE
ROCKY MOUNTAIN ARCHERY	KING STEWART 4518 INNOVATION DR.	WIN PARTENRS 821 DAWSONVILLE HWY-324	Prospect Rd 2 E Prospect Rd 44	T1	TITLE SHEET & PROJECT DATA
VERTICAL BRIDGE SITE NUMBER:			Drake Rd W Drake Rd Brakere E Drake Rd		
US-CO-5082	CONTACT: CONTACT:	Omega Z S Re	LS1	LAND SURVEY	
SITE ADDRESS:	KING STEWART (970) 226-5900	DANNY EDWARDS (660) 620-1700	12) E Moraetoch Rd Co L O R A D O	LS2	LAND SURVEY
4518 INNOVATION DR FORT COLLINS, CO 80525	APPLICANT:	CONSULTING ENGINEER:	12 Timnath County Road :	LS3	LAND SURVEY
COUNTY:	VERTICAL BRIDGE 750 PARK OF COMMERCE DRIVE	INFINIGY 1490 W. 121ST AVE.	LARMER L		
LARIMER	SUITE 200 BOCA RATON, FL 33487	SUITE 101 WESTMINSTER, CO 80234		Z1	OVERALL SITE PLAN
ZONING JURISDICTION:	CONTACT:	CONTACT:		Z2	ENLARGED SITE PLAN
CITY OF FT. COLLINS	STEVEN GOSNELL 770-331-7524	PAUL FANOS (303) 219–1178	August Creek Reserver	Z3	EQUIPMENT LAYOUT
PARCEL NUMBER: 87314-06-010			of Redmond	Z4	TOWER ELEVATION
ZONING DESIGNATION:	PROJECT I	DESCRIPTION	LOCATION MAP	Z5	ANTENNA LAYOUT & LOADING CHART
NEIGHBORHOOD COMMERCIAL - NC	PROPOSED INSTALLATION OF A NEW FACILITY. PROPOSED NEW 85'-0"				
ACREAGE:	SCREENING, ELEVATED PLATFORM,	GROUND SPACE AND UTILITIES.		L-1	LANDSCAPE PLAN & NOTES
±0.578512 ACRES			the st	L-2	ANTENNA LAYOUT & LOADING CHART
LATITUDE (NAD 2011):			the can sure for		
40° 31' 27.76" N				ZE1	OVERALL ELECTRICAL PLAN
LONGITUDE (NAD 2011): 105' 02' 43.65" W			Fort Collins	ZE2	ONE-LINE DIAGRAM DETAILS
GROUND ELEVATION (NAVD 88):				ZE3	ELEC DETAILS
4972.0' AMSL					
POWER COMPANY:					
FT. COLLINS UTILITIES (970) 221–6710			County Road 38E		
TELCO PROVIDER: CENTURYLINK		OMPLIANCE	DRIVING DIRECTIONS		
(866) 579–4190	ALL WORK AND MATERIALS SHALL E ACCORDANCE WITH THE CURRENT E AS ADOPTED BY THE LOCAL GOVER	DITIONS OF THE FOLLOWING CODES	DRIVING DIRECTIONS FROM DENVER INTERNATIONAL AIRPORT		
	THESE PLANS IS TO BE CONSTRUE CONFORMING TO THE LATEST EDITIO	D TO PERMIT WORK NOT	1. HEAD NORTH ON PEÑA BLVD 2. USE THE RIGHT 3 LANES TO TURN SLIGHTLY RIGHT 3. KEEP RIGHT TO CONTINUE ON TERMINAL RD		
	1. INTERNATIONAL BUILDING CODE 2. TIA-EIA-222-G OR LATEST EI	(2015 IBC)	4. SLIGHT RIGHT ONTO E 86TH AVE 5. E 86TH AVE TURNS SLIGHTLY RIGHT AND BECOMES PEÑA		
	3. NFPA 780 - LIGHTNING PROT 4. 2017 NATIONAL ELECTRICAL C	ECTION CODE	BLVD 6. TAKE EXIT 6B TOWARD BOULDER/FT. COLLINS		
	5. ANY OTHER NATIONAL OR LOC MOST RECENT EDITIONS	AL APPLICABLE CODES.	7. MERGE ONTO E-470 N 8. TAKE EXIT 47 TO MERGE ONTO I-25 N TOWARD FT COLLINS		
	6. CO STATE BUILDING CODE 7. LOCAL BUILDING CODE		9. TAKE EXIT 265 FOR HARMONY RD 10. USE THE LEFT 2 LANES TO TURN LEFT ONTO E HARMONY RD		
	8. LIFE SAFETY CODE NFPA-101 9. LOCAL AMENDMENTS TO THE A	BOVE, WHERE	11. TURN RIGHT ONTO INNOVATION DR 12. AFTER 300ft. DESTINATION WILL BE ON THE RIGHT		
	APPLICABLE	ണ			
		Know what's below.			
		Call before you dig www.call811.com	·		

			PLANS PREPARED FOR:
RCHERY			750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487 Office # (561) 948-6367
			PLANS PREPARED FOR: T B MObile 18400 East 22nd Avenue Aurora, CO 80011
0525 VITH SCREENING			PLANS PREPARED BY: INFINICY ENGINEERING, PLLC 1490 W. 121ST AVENUE, SUITE 101 WESTMINSTER, COLORADO 80234 JOB HUDDE VIEW
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	5	03/18/19	A STONAL ELSO
			THESE DOCUMENTS ARE CONFIDENTIAL AND ARE
	0	04/01/19	THE SOLE PROPERTY OF VERTICAL BRIDGE AND MAY NOT BE REPRODUCED, DISSEMINATED OR
	0	04/01/19	REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF VERTICAL BRIDGE.
	0	04/01/19	REVISIONS:
	0	04/01/19	DESCRIPTION DATE BY REV
Т	0	04/01/19	
	0	02/28/19	
т	0	02/28/19	
	A	03/31/19	
	A	03/31/19	ISSUED FOR CONSTRUCTION 04/01/19 KMF 0 SITE NAME:
	A	03/31/19	ROCKY MOUNTAIN
			ARCHERY
			VERTICAL BRIDGE SITE NUMBER:
			US-CO-5082
	+		T-MOBILE SITE NUMBER:
	-		DN01586C
			SITE ADDRESS:
			4518 INNOVATION DR FORT COLLINS, CO 80525
	+		
			SHEET DESCRIPTION:
			TITLE SHEET & PROJECT DATA
	+		SHEET NUMBER:
	+		T1

SURVEYOR'S CERTIFICATE

I hereby certify to: Vertical Bridge REIT, LLC, a Delaware limited liability company, its subsidiaries, and their respective successors and/or assigns; Toronto Dominion (Texas) LLC, as Administrative Agent, for itself and on behalf of the lenders parties from time to time to that certain Second Amended and Restated Loan Agreement dated June 17, 2016 with Vertical Bridge Holdoc, LLC, as borrower, and Vertical Bridge Holdoc Parent, LLC, as parent, as may be amended, restated, modified or renewed, their successors and assigns as their interests may appear; and Fidelity National Title Insurance Company

I hereby certify, that on November 30, 2017, a topographic survey was conducted under my supervision using the normal standard of care of Professional Land Surveyors and the map hereon accurately represents said survey, to the best of my knowledge.

This drawing does not represent a Land Survey, Land Survey Plat, Improvement Land Survey Plat or Improvement Location Certificate and any monuments or boundary lines shown are for information only and are not to be relied on.

This survey relied upon Fidelity National Title Insurance Company Commitment No. 26085939 for legal descriptions and

This survey does not constitute a title search by this surveyor or Daley Land Surveying, Inc. of the property shown and

- Besched hereon to determine:
 Ownership of this tract of land.
 Rights-of-way, easements and encumbrances recorded or unrecorded affecting this tract of land.
 Compatibility of this description with those of adjacent tracts of land.



Job No. 1606–025 For and on behalf of Daley Land Surveying, Inc 17011 Lincoln Ave., #361 Parker CO. 80134 303 953 9841 Robert Daley, PLS 35597

BASIS OF BEARINGS

The bearings shown on this survey are referenced to the South Line of the Southwest Quarter of Section 31, Township 7 North, Range 68 West of the 6th P.M., assumed to bear North 89'36'09" West, 2542.22 feet (South 89'37'23" West, 2542.46' Platted), nented as shown hereon.

COORDINATE SYSTEM AND DATUM;

Horizontal coordinates are referenced to NAD83, Vertical datum is NAVD88 and originates from the local C.O.R.S. network, utilizing the Geoid 124 model.

UTILITIES:

The utilities which are readily visible upon the ground, such as manholes, power and light poles, inlets, etc. were located by field surveys and shown hereon. Sub-surface utilities, if shown, are the result of field surveys of utility location marks provided by others.

FLOOD ZONE.

Area of minimal Flood Hazard Zone X, per FEMA Flood Insurance Rate Map 08069C1000F, Map Revision date of December 19, 2006. Map not printed.

SURVEYOR'S NOTES:

- Based upon this survey there does not appear to be any visible encroachments affecting the Lease Area, Access and Utility Easement or Utility Easement.
 The Access and Utility Easement described on this survey was calculated to intersect the west line of the
- Parent Tract, also being the east right of way of Innovation Drive, A Public Road. 3. The Lease Area, Access Easement and Utility Easement and Utility Easement appear to lie entirely within the
- Parent Parcel

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.

EXCEPTIONS LISTED IN TITLE COMMITMENT:

vertic

- 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 for value of record the estate or interest or mortgage thereon covered by this Commitment. Affects Parcel, Lease Area, Access and Utility Easements Not survey related. Rights or claims of parties in possession not shown by the public records. Affects Parcel, Lease Area, Access and Utility Easement and Utility Easement and Utility Easements, or claims of easements, not shown by the public records. Affects Parcel, Lease Area, Access and Utility Easements or utility ended. Easements or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. Utility Easements Not survey related. 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 recordented, encodented, encode

- hereon, if any.
- nercon, in any. Taxes and special assessments which are not shown as existing liens by the public records. Affects Parcel, Lease Area, Access and Utility Easements – Not survey related. Taxes for the year 2017 and subsequent years, a lien not yet due and payable. Affects Parcel, Lease Area, Access and
- Utility Easements Not survey related. Matters as shown and noted on Plat of Golden Meadows Business Park recorded in Instrument No. 266612. Affects Parcel,
- 9
- Matters as shown and noted on Plat of Golden Meadows Business Park recorded in Instrument No. 266612. Affects Parcel, Lease Area, Access and Ullity Easements Shown hereon. Grant of Easement in favor of Hattie McMurry, set forth in instrument recorded on 03/23/1961 in Deed Book 1138, Page 109. Does not appear to affect Parcel, Lease Area, or Access and Ullity Easements. Permanent Easement recorded on 04/30/1970 in Deed Book 1431, Page 734. Does not appear to affect Parcel, Lease Area, or Access and Ullity Easements Shown hereon. Easement in favor of The Department of Highways. State of Colorado, set forth in instrument recorded on 04/30/1970 in 10.
- 11.
- Eosement in favor of The Department of Highways, State of Colorado, set forth in instrument recorded on 04/30/1970 in Deed Book 1431, Page 735. Does not affect Parcel, Lease Area, or Access and Utility Easements Shown hereon. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Deed or Covenants, Conditions and Restrictions recorded in Deed Book 1922, Page 741, 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. Affects Parcel, Lease Area, Access and Utility Easements Blanket in nature. Construction Deed of Trust from Stewart King, Grantor(s), to Public Trustee of Larimer County, Colorado, Trustee(s), in fuvor of End Colline Commerce Bank, dated 09/02/2000 and recorded 09/10/2000 in Recention No. 20009062880 in 12
- 13. favor of Fort Collins Commerce Bank, dated 09/02/2009, and recorded 09/10/2009 in Reception No. 20090062890, in the original amount of \$654,925.00; Assignment of Rents recorded on 09/10/2009 in Reception No. 20090062891; Disburser's Notice recorded on 09/10/2009 in Reception No. 20090062892; Modification of Deed of Trust recorded o 06/24/2011 in Reception No. 20110037589: Modification of Deed of Trust, dated 04/22/2016 and recorded 04/28/2016
- bio/24/2011 in No. 20160026232. Affects Parcel, Lease Area, Access and Utily Easements Blanket in nature. Deed of Trust from Stewart King, Grantor(s), to Public Trustee of the County, Trustee(s), in favor of Colorado Enterprise Fund, Inc., dated 09/02/2009, and recorded 09/10/2009 in Reception No. 20090062893. Affects Parcel, Lease Area,
- Access and Utility Easements Not survey related. Development Agreement recorded on 12/16/2009 in Reception No. 20090085465. Affects Parcel, Lease Area, Access and 15.
- Development Agreement recorded on 12/16/2009 in Reception No. 20090085465. Affects Parcel, Lease Area, Access and Utility Easements Blanket in nature. Deed of Trust from Stewart King, Grantor(s), to Public Trustee of Larimer County, Trustee(s), in favor of Colorado Lending Source, Ltd., dated 04/26/2011, and recorded 04/28/2011 in Reception No. 20110025187, in the original amount of \$274,000.00; Assignment of Deed of Trust or Mortgage Deed to Small Business Administration-Denver District Office recorded on 04/28/2011 in Reception No. 20110025265; Assignment of Leases and Rents, dated 04/26/2011 and recorded 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025267; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025267; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025267; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025267; Third Party Lender No. 201002567; Third Party Lender No. 201002567; Third Pa 16. No. 20110025267; Subordination Agreement dated 04/21/2011, by and between Stewart King, Colorado Enterprise Fund, Inc. and Colorado Lending Source, Ltd., recorded on 04/28/2011 in Reception No. 20110025345. Affects Parcel, Lease Area, Access and Utility Easements – Not survey related.

LEGAL DESCRIPTION PARENT TRACT:

Per Commitment No. 26085939 Effective Date: October 17, 2017, Fidelity National Title Insurance Company. Vesting made by Deed Instrument No. 20090062889.

An interest in land, said interest being over a portion of the following described parent parcel

Lot 10, except the North 10 feet thereof, Golden Meadows Business Park, County of Larimer, State of Colorado.

AND BEING the same property conveyed to Stewart King from 4518 Innovation, LLC, a Colorado limited liability company by Warranty Deed dated September 04, 2009 and recorded September 10, 2009 in Reception No. 20090062889.

TOPOGRAPHIC SURVEY VERTICAL BRIDGE SITE US-CO-5082 - ROCKY MOUNTAIN ARCHERY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF LARIMER, STATE OF COLORADO





			Rev:	Date:	Description:	By:	
	INFINIGY ₈		1	12/4/17	Survey	AV	SITE NAME: ROCKY MOUNTAIN ARCHERY
Ilandara	THE SOLUTIONS ARE ENDLESS	DALEY LAND SURVEYING, INC.	2	12/8/17	Add Esmt & Lease	RD	SITE ADDRESS: 4518 INNOVATION DRIVE FORT COLLINS, COLORADO 8
albridge	7301 FEDERAL BOULEVARD STE. 300	17011 LINCOLN AVE #361	3	2/20/18	Rev Esmt & Lease	RD	VERTICAL BRIDGE SITE NUMBER: US-CO-5082
	WESTMINSTER, CO 80030 (303) 219-1178	PARKER, CO 80134	4	4/18/18	Add Esmt	AV	
	WWW.INFINIGY.COM		5	3/18/19	Rev Esmts & Lease	JN	

TOPOGRAPHIC SURVEY VERTICAL BRIDGE SITE US-CO-5082 - ROCKY MOUNTAIN ARCHERY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF LARIMER, STATE OF COLORADO



17011 LINCOLN AVE #361

PARKER, CO 80134

7301 FEDERAL BOULEVARD STE. 300

WESTMINSTER, CO 80030

(303) 219-1178 WWW.INFINIGY.COM 3 2/20/18 Rev Esmt & Lease 4 4/18/18 5 3/18/19 Rev Esmts & Lease

Add Esmt

AV

JN

LEGEND

 Bollard O Bush Cable TV Box Clean-out B Electric Bo: © Electric Connectio Electric Meter 🗉 Electric Transform び Fire Hydrant Fiber Optic Manhole 🐵 Gas Meter & Handicap Parking Inlet Grate 🌾 Light Pole Manhole Pipe l Sign

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TP

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- Power Pole

- 🗐 Sanitary Manhole Storm Manhole Telephone Junction Box Telephone Pedista Coniferous Tree Deciduous Tree 🖽 Utility Box
- Vent Pipe
- 🛞 Water Manhole
- 🛞 Water Meter ⊠ Water Valve

Building Sidewalk Edge of Asphalt Edge of Concrete Edge of Gravel Road Flowline Top Back of Curb Barbed Wire Fence Chain Link Fence Metal Fence Plastic Rail Fence Split Rail fence Wood Fence Wire Fence Underground Electric Underground Fiber Optic Underground Gas Underground Water Wall

PROJECT INFORMATION:

ROCKY MOUNTAIN ARCHERY FORT COLLINS, COLORADO 80525 VERTICAL BRIDGE SITE NUMBER: US-CO-5082

LAND SURVEY

Sheet Number:

LS₂

DRAWN BY:	CHK BY:	APV BY:		
AV	RD	RD		



TOPOGRAPHIC SURVEY VERTICAL BRIDGE SITE US-CO-5082 ROCKY MOUNTAIN ARCHERY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF LARIMER, STATE OF COLORADO

For the purpose of this description the bearings are referenced to the south line of the Southwest Quarter of Section 31, Township 7 North, Range 68 West of the 6th P.M., assumed to bear North 89'36'09" West, 2542.22 feet (South 89'37'23" West, 2542.46' PLATTED), monumented as shown hereon. Beginning at a point on the north line of the hereinafter described Lease Area, whence the South Quarter Corner of said Section 31 bears South 69'52'29" West, a distance of 1031.48 feet, said point also being the Point of Beginning of the hereinafter described Lease Area;

THENCE North 00°00'00" West, a distance of 15.03 feet;

THENCE North 90'00'00" West, a distance of 171.92 feet

 IHENCE North 90'00'00' West, a distance of 171.92' feet;
 THENCE along a curve to the left, an arc length of 16.49 feet, said curve having a radius of 16.24 feet, a delta angle of 34'33'48", a chord bearing of South 72'43'14" West and a chord length of 27.33 feet;
 THENCE along a reverse curve to the right, an arc length of 14.27 feet, said curve having a radius of 14.06 feet, a delta angle of 34'33'37", a chord bearing of South 72'43'14" west and a chord length of 23.66 feet to the west line of said Parent tract, the east right of way line of Innovation Drive and the Point of Terminus, whence the northwest corner of said Parent Tract bears North 00'00'00" East a distance of 20.66 feet and whence the South Quarter corner of said Section 31 bears South 62'00'10" West, a distance of 860.46 feet

Containing 3830 Square Feet, or 0.088 Acres, more or less.

EMERGENCY ACCESS EASEMENT LEGAL DESCRIPTION:

A parcel of land over and across that parcel of land as described at Reception No. 20090062889 of the Public Records of Larimer County (Parent Tract), located in the Southeas Quarter of Section 31, Township 7 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, said parcel being more particularly described as follows: For the purpose of this description the bearings are referenced to the south line of the Southwest Quarter of Section 31, Township 7 North, Range 68 West of the 6th P.M., assumed to bear North 89'36'09" West, 2542.22 feet (South 89'37'23" West, 2542.46' PLATTED), monumented as shown hereon. Beginning at a point on the east Right-of-Way line of Innovation Drive, also being the west line of said Parent Tract, whence the South Quarter Corner of said Section 31 bears South 63'01'54" West, a distance of 852.43 feet,

THENCE North 90'00'00" West, a distance of 25.00 feet along said east Right-of-Way line and said west line of the Parent Tract;
 THENCE along a non-tangent curve to the left, an arc length of 9.65 feet, said curve having a radius of 16.00 feet, a delta angle of 34'33'37", a chord bearing of North 72'43'11" East, and a chord length of 9.51 feet;
 THENCE along a reverse curve to the right, an arc length of 21.11 feet, said curve having a radius of 35.00 feet, a delta angle of 34'33'37", a chord bearing of North 72'43'11" East, and a chord length of 20.19 feet;
 THENCE North 90'00'00" East, a distance of 120.00 feet;
 THENCE North 90'00'00" East, a distance of 120.00 feet;

THENCE South 00'00' East, a distance of 15.00 feet;

THENCE South 90'00'00" West, a distance of 20.00 feet

THENCE South 90100 West, a distance of 26.00 feet; THENCE along a curve to the left, an arc length of 7.85 feet, said curve having a radius of 5.00 feet, a delta angle of 90°00'00", a chord bearing of North 45'00'00" West, and a chord length of 7.07 feet; THENCE North 90'00'00" West, a distance of 2.00 feet; to the point of beginning.

A parcel of land over and across that parcel of land as described at Reception No. 20090062889 of the Public Records of Larimer County (Parent Tract), located in the Southeast Quarter of Section 31, Township 7 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, said parcel being more particularly described as follows: For the purpose of this description the bearings are referenced to the south line of the Southwest Quarter of Section 31, Township 7 North, Range 68 West of the 6th P.M., assumed to bear North 89'36'09" West, 2542.22 feet (South 89'37'23" West, 2542.46' PLATTED), monumented as shown hereor Beginning at a point on the north line of the Lease Area, whence the South Quarter Corner of said Section 31 bears South 69'52'29" West, a distance of 1031.48 feet,

THENCE North 90'00'20" West, a distance of 30.02 feet; THENCE North 89'55'41" West, a distance of 34.86 feet to the southwest corner of said Lease Area and the Point of Beginning of the hereinafter described Utility Easement; THENCE North 00'00'00" West, a distance of 12.00 feet to the exterior of the existing building; THENCE North 89'55'41" East, a distance of 18.00 feet to the extent of t

A strip of land over and across that parcel of land as described at Reception No. 20090062889 of the Public Records of Larimer County (Parent Tract), located in the Southeast Quarter of Section 31, Township 7 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, said parcel being more particularly described as follow For the purpose of this description the bearings are referenced to the south line of the Southwest Quarter of Section 31, Township 7 North, Range 68 West of the 6th P.M., assumed to bear North 89'36'09" West, 2542.22 feet (South 89'37'23" West, 2542.46' PLATTED), monumented as shown hereon. Beginning at the bereinbefore described southwest corner of the Lease Area:

THENCE South 74'30'59" West, a distance of 20.07 feet to the south line of that parcel of land described at Reception No. 20090062889 of the Public Records of Larimer County

THENCE North 90'00'00" West, along said south line, a distance of 162.53 feet to the southwest corner of said Parent Tract:

IHENCE North 90'00'00' West, along soid south line, a distance of 162:53 feet to the southwest corner of said Parent Tract;
 THENCE North 90'00'00' West, along the west line of said Parent Tract, the east right of way line of Innovation Drive, a distance of 4.88 feet to the exterior of the existing building extended west to said west line of the Parent Tract;
 THENCE North 90'00'00' East, along said exterior of the existing building extended and the exterior of the existing building; a distance of 162:53 feet to the southeast corner of said exterior of the existing building;
 THENCE North 90'00'00' East, along soid exterior of the existing building;
 THENCE North 74'30'59' East, a distance of 20.07 feet to the west line of said hereinbefore described Lease Area;

THENCE South 00'00'00" East, a distance of 4.88 feet to the Point of Beginning. Containing 888 Square Feet, or 0.020 Acres, more or less.

PROJECT INFORMATION: LAND SURVEY ROCKY MOUNTAIN ARCHERY Sheet Number: SITE ADDRESS: 4518 INNOVATION DRIVE FORT COLLINS, COLORADO 80525 VERTICAL BRIDGE SITE NUMBER: US-CO-5082 DRAWN BY CHK BY APV BY: 5 3/18/19 Rev Esmts & Lease JN AV RD RD

A 14' wide strip of land over and across that parcel of land as described at Reception No. 20090062889 of the Public Records of Larimer County (Parent Tract), located in the Southeast Quarter of Section 31, Township 7 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, said 14' wide strip being 7.00' on both sides of the following described centerline:

THENCE along a curve to the right, an arc length of 13.80 feet, said curve having a radius of 18.00 feet, a delta angle of 43'55'52", a chord bearing of North 21'57'56" East and a chord length of 13.47 feet;
 THENCE along a reverse curve to the left, an arc length of 42.08 feet, said curve having a radius of 18.00 feet, a delta angle of 133'55'59", a chord bearing of North 23'02'04" West and a chord length of 33.13 feet;

The sidelines of said easement to be lengthened or shortened to intersect the north line of the hereinafter described Lease Area and the west line of said Parent





	PLANS PREPARED FOR: Verticalbri 750 Park of Commerc Suite 200 Boca Raton, FL 33 Office # (561) 948-1	487					
	PLANS PREPARED FOR: T B B MO 18400 East 22nd Ax Aurora, CO 8001	venue	9 =				
	PLANS PREPARED BY: INFINIC ENGINEERING 1490 W. 121ST AVENUE, WESTMINSTER, COLORA JOB MURDES JOR	G, P	LL 101) C			
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	SITE ADDRESS: 4518 INNOVATION DR FORT COLLINS, CO 80525						
10'	SHEET DESCRIPTION: ENLARGI SITE PLA						
)" "	SHEET NUMBER:						



	PLANS PREPARED FOR:								
	750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487 Office # (561) 948-6367								
	P Mobile 18400 East 22nd Avenue Aurora, CO 80011								
	PLANS PREPARED BY: INFINICAY ENGINEERING, PLL 1490 W. 121ST AVENUE, SUITE 101 WESTMINSTER, COLORADO 80234 JOB MUNICE 404-014								
	RDO LICEA								
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 $\frac{\text{GRAPHIC SCALE:}}{2' 0 2' 4}$ SCALE (11×17): 1" = 4'-0" SCALE (22×34): 1" = 2'-0"



Suit Suit Boca Rate Office # (54 PURPOSES ONLY. ANTENNA MODELS PENDING FINAL CARRIER RF DESIGN.	Ibridge commerce Drive te 200 n, FL 33487
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				SITE	LOADIN	G CHART			
SECTOR	POSITION	ANTENNA MODEL #	QTY. (NEW)	RRH (QTY/MODEL)	AZIMUTH	DOWNTILT MECHANICAL ELECTRICAL		RAD CENTER	FEED LINE (QTY/TYPE/LENGTH)
ALPHA	A1	8FT PANEL ANTENNAS	1	TBD	340°	0	0	±80' AGL	(1) PROPOSED HI–CAP HYBRID CABLE (ALPHA) LENGTH = $\pm 110'$
ALPHA	A2	8FT PANEL ANTENNAS	1	TBD	340°	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (ALPHA)
ALPHA	A3	8FT PANEL ANTENNAS	1	TBD	340°	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (ALPHA)
ALPHA	A4	8FT PANEL ANTENNAS	1	TBD	340°	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (ALPHA)
BETA	B1	8FT PANEL ANTENNAS	1	TBD	100*	0	0	±80' AGL	(1) PROPOSED HI–CAP HYBRID CABLE (BETA) LENGTH = $\pm 110'$
BETA	B2	8FT PANEL ANTENNAS	1	TBD	100*	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (BETA)
BETA	B3	8FT PANEL ANTENNAS	1	TBD	100*	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (BETA)
BETA	B4	8FT PANEL ANTENNAS	1	TBD	100*	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (BETA)
GAMMA	G1	8FT PANEL ANTENNAS	1	TBD	220°	0	0	±80' AGL	(1) PROPOSED HI–CAP HYBRID CABLE (GAMMA) LENGTH = $\pm 110'$
GAMMA	G2	8FT PANEL ANTENNAS	1	TBD	220*	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (GAMMA)
GAMMA	G3	8FT PANEL ANTENNAS	1	TBD	220°	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (GAMMA)
GAMMA	G4	8FT PANEL ANTENNAS	1	TBD	220*	0	0	±80' AGL	PROPOSED HYBRID SHARED WITH ABOVE (GAMMA)



	PLANS PREPARED FOR:
	750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487 Office # (561) 948-6367
	PLANS PREPARED FOR: T = Mobile 18400 East 22nd Avenue Aurora, CO 80011
	PLANS PREPARED BY: INFINICAY ENGINEERING, PLLC 1490 W. 121ST AVENUE, SUITE 101 WESTMINSTER, COLORADO 80234 JOB HUDER JOA 104
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	THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF VERTICAL BRIDGE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF VERTICAL BRIDGE.
	REVISIONS: DATE BY REV DESCRIPTION DATE BY REV Image: Constraint of the second sec
	ISSUED FOR CONSTRUCTION 04/01/19 KMF 0
	SITE NAME: ROCKY MOUNTAIN ARCHERY
	VERTICAL BRIDGE SITE NUMBER: US-CO-5082
	T-MOBILE SITE NUMBER: DN01586C
	SITE ADDRESS: 4518 INNOVATION DR FORT COLLINS, CO 80525
]	SHEET DESCRIPTION: ANTENNA LAYOUT & LOADING CHART
) QUIRED	Z5

PLANT SCHEDULE

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	
	VL	18	VIBURNUM LENTAGO	NANNYBERRY	5 GAL	SEE PLAN	36" FULL	



- 1. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
- 2. ALL PLANTING BEDS TO RECEIVE 1-1/2" 2" HORIZON RIVER ROCK MULCH BY PIONEER SAND AND STONE AT A 3" DEPTH.
- 3. ALL CHANGES TO THE LANDSCAPE PLAN REQUIRES APPROVAL FROM THE TOWN OF PARKER PLANNING DEPARTMENT.
- 4. LANDSCAPING SHALL BE PLANTED AND MAINTAINED BY THE OWNER, SUCCESSOR, AND/OR ASSIGNS. SHOULD ANY PLANT MATERIAL DIE, IT SHALL BE REPLACED WITH SIMILAR PLANT MATERIAL WITHIN ONE PLANTING SEASON.
- 5. IF ANY TRANSFORMERS, GROUND-MOUNTED HVAC UNITS, UTILITY PEDESTALS, AND SIMILAR FEATURES ARE NOT SHOWN ON THE SIP, ADDITIONAL LANDSCAPING AND SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DURING THE SITE INSPECTION PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION, AS APPLICABLE.



GENERAL LANDSCAPE SPECIFICATIONS

Α. SCOPE OF WORK

- THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS AND AS SPECIFI HEREIN
- WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF 2. ACCEPTANCE BY THE OWNER
- В. PROTECTION OF EXISTING STRUCTURES
- ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BEST MANAGEMENT PRACTICES (BMP) DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MAINTENANCE OF TRAFFIC (MOT) THAT MAY BE REQUIRED FOR THE
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO THE CONTINUE OF MIRE DE INDECIDINE DE CONTRACTOR DE LO TRANSPORTE DE LA CONTRACTA DE CONTRACTA DE LA CONTRACTA ORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING

C. PROTECTION OF EXISTING PLANT MATERIALS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS COLIPIENT OPERATION, MITERIAL STOCKILING, ETC....THIS SHALL INCLIDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BUNNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR C FOUR HUNDRED DOLLARS (SUOP) PER CALIFER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIFIER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIFER SHALL BE MEASURED SUG (6) NOKER SADOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIFER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIFER.

2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

D. MATERIALS

GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

- 2 PLANT MATERIALS
- a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, ALL PLANT MATERIAL SHALL MEET OR Poart of edies may be added and the second of the second of the deal with the deal second be added and the second of the second
- b. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY.
- c. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM PROJECT LANDSCAPE ARCHITECT,
- d. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE PROJECT LANDSCAPE ARCHITECT.
- e. THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVE THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE OPORTION TO THE SIZE OF THE PLANT
- I. FLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY, SUCH APPROVAL SHALL NOT MMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROCESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOTS ALLS OR ROOTS, LATENT DEFECTS OR INJURIES, REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

SOIL MIXTUR

- CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW
- 2. SOIL MIXTURE SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW, CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
- a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT OPENINGS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, REASONABLY FREE OF SUBSOIL, CLAY LUNGB, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2'I NAN UTIRECTION, AND OTHER EXTRANCOUS OR TOXIC MATTER HARMELL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER, HAVE A PH BETWEEN 5.5 AND 8.0, AND SOLUBLE SAXTE LESS THAN 3.0 MIHOSCIM. SUBMIT SOLL SAMPLE AND PH TESTING RESULTS FOR APPROVAL.

5. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND

TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT THE PROJECT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

F. WATER

> WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELMENTS DETRIMENTAL TO PLANTS, WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER

WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORIT

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY

H. MULCH

- MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES CLEAR MULCH FROM EACH PLANTS CROWN (BASE) OR AS SHOWN IN PLANTING DETAILS. MULCH SHALL BE DOUBLE SHREDDED HARDWOOD MULCH. JYED MULCH IS NOT ACCEPTABLE. SUBMIT SAMPLES TO PROJECT LANDSCAPE ARCHITECT FOR APPROVAL.
- MULCH SHALL BE PROVIDED OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE RING (6' MINIMUM) PLANTED UNDER THIS CONTRACT. AS WELL AS FOR ANY EXISTING LANDSCAPE AREAS AS SHOWN ON PLANS.

- DIGGING AND HANDLING
- ALL TREES SPECIFIED SHALL BE BALLED AND BURLAPPED (B&B) UNLESS OTHERWISE APPROVED BY PROJECT LANDSCAPE
- PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS
- B&B, AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIRROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS GRACKED OR BROKEN, PLANTS SHALL NOT BE HANDLED BY STEMS. 3.
- CONTAINER GROWN STOCK
- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A 1. HEALTHY GROWING CONDITION.
- AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT TANNAER SUFFICIENTLY LONG ENDIGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER, GROWN STOCK SHALL
- NOT BE HANDLED BY THEIR STEMS
- ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED. 3.
- K. MATERIALS LIST
- QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE PLANS SHALL GOVERN. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE. 1.
- L. FINE GRADING
- 1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN DISTURBED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH.
- ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS, AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS, REFER TO CIVIL ENGINEER'S PLANS FOR FINAL CRADES, IF APPLICABLE.
- M. PLANTING PROCEDURES
 - THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY, ALL MORTAR, CEMENT, BUILDING MATERIALS, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM PLANTING AREAS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOLL SHOULD THE CONTRACTOR FIND SUCH SOLL CONDITIONS IN PLANTING AREAS WHICH WILL ADVERSELY AFFECT THE PLANT GROWTH, THE CONTRACTOR SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEANINGS THE DESCRIPTION OF THE OVERDATION OF THE ONTRACTOR SHALL MAKE THE CORRECTIVE MEANINGS THE DESCRIPTION OF THE OVERDATION OF THE ONTRACTOR SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
- VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SAMITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL COLORADO (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS COCUR IP LAVIETO AREAS ATERS 37 DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION 3. PLANTING DETAIL
- FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
- COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK, UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED, PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS, AT ALL TIMES WORKMANLIKE METHODS CUSTOWARY IN ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TADE SHALL BE EXERCISED.
- WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
- PRIOR TO EXCAVATION OF TREE OPENINGS, AN AREA EQUAL TO TWO TIMES THE DIAMETER OF THE ROOT BALL SHALL BE ROTO-TILLED TO A DEPTH EQUAL TO THE DEPTH OF THE ROOT BALL.
- EXCAVATION OF TREE OPENINGS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.
- IN CONTINUOUS SHRUB AND GROUND COVER BEDS, THE ROTO-TILLED PERIMETER SHOULD EXTEND TO A DISTANCE OF ONE FOOT BEYOND THE DIAMETER OF A SINGLE ROOT BALL. THE BED SHALL BE TILLED TO A DEPTH EQUAL TO THE ROOT BALL DEPTH FLUS 6°.
- 10. TREE OPENINGS FOR WELL DRAINED SOILS SHALL BE DUG SO THAT THE BOTTOM OF THE ROOT BALL WILL REST ON UNDISTURBED SOIL AND THE TOP OF THE ROOT BALL WILL BE FLUSH WITH FINISH GRADE. IN POORLY DRAINED SOIL TREE OPENING SHALL BE DUG SO THAT THE ROOT BALL RESTS ON UNDISTURBED SOIL AND THE TOP OF THE ROOT BALL IS * ABOVE FINISH GRADE. PLANT PIT WALLS SHALL BE SCARIFIED PRIOR TO PLANT INSTALLATION.
- 11. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES
- 12. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION 'E'.
- TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PT. SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMED ARQUIND THE BALL, AND SETTLE DE WATER (AFTER TAMPING). 13,
- AMEND PINE AND OAK PLANT OPENINGS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURERS RECOMMENDATION. ALL OTHER PLANT OPENINGS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
- 15. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALL OW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY W FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE.
- ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP
- TREES SHALL BE PRUNED, IN ACCORDANCE WITH ANSI A 300, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT ALL 17. SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST.
- SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOWN ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6°, REMOVE AND DISPOSE ALL DEBBIS, MIX TOP 4° THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER
- 19. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND ARCE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED INDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERT
- 20. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MAUPACTURER'S RECOMMENDATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

N LAWN SODDING

- THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE
- ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE. 2 NS OF A SOD
- PREPARE LOOSE BED FOUR (4) INCHES DEEP, HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED, WET PREPARED AREA THOROUGHLY. 3.

4. SODDING

- a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
- b. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID INNEGRMIY A GAINST THE FORES OF ALL CLIRES AND OTHER HARDSCAPE ELEMENTS. PAYED AND PLANTED AREAS. SUD PARLELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLD SODED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. MIMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY. IRRIGATED. IF, IN THE OFINION OF THE OWNER, TOP-ORESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCOMSTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REFRESENTATIVE, SKALL BE UNIFORMLY SPREAD OVER THE ENTITIE SURFACE OF THE SOD AND THOROUGHLY WATERED IN, FERTILZE INSTALLED SOL AS ALLOWED BY ROPERTY OVER THE ENTITIE SURFACE OT THE SOD AND THOROUGHLY WATERED IN,
- DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRVING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN, ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
- 6. LAWN MAINTENANCE
- a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12*/12*) UNTL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK, INCLUDING REGRADING IF NECESSARY.
- b. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SODILAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERINGIRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.
- CLEANUP
 - UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DERBY RESULTING FROM CONTRACTORS WORK, ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEXT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S RERESENTATIVE.
- PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, PRUNING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPARING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNERS

- FINAL INSPECTION AND ACCEPTANCE OF WORK
- FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INDIDENTAL WORK PERTAINING TO THIS CONTRACT, ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME O'R REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

- THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENC THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. CING AT
- ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FUNNISHED PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.
- IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE COWNER, CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH.



- Exervate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots in the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and earated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar/flare visible above grade AND two or more structural roots located within the top 1" to 2" of the root ball/finished grade measured 3" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain intact, cut off bottom ¹/₂ of wire basket before placing tree in hole, cut off remainder of basket AFTER (rev is set in hole, remove basket completely). At a minimum, the top 2/3 of the burdap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove unnecessary packing material. Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf

areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucers, away from trund Staking and guying of trees is optional in most planting sintations. In areas of extreme winds, or on steep stopes staking may be required to stabilize trees. Staking and guying must be removed within 1 year of planting date.

 Tree wrap is not to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist. Resetting of improperly planted trees will only be allowed if it is determined that doing so will in no way
compromise the root ball, and shall only be done with approval of the Town Arborist.

NTS

EVERGREEN TREE PLANTING







	PLANS PREPARED FOR:
TATEMENT	750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487 Office # (561) 948-6367
3PH IORK–STYLE MANT METER CONSTRUCTION – 200A S AND FOUR INCE, RCUIT	PLANS PREPARED BY: INFINICY ENGINEERING, PLLC 1490 W. 121ST AVENUE, SUITE 101 WESTMINSTER, COLORADO 80234 JOB NUMBER 404-000
SEPARATE ND HOUSE – AMERICA SERIES	ENGINEERING LICENSE:
	SIGNATURE LIC EXP: 10.31.2019
<i>AIN</i>	DRAWING NOTICE: THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF VERTICAL BRIDGE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF VERTICAL BRIDGE.
VERTICAL BRIDGE HOUSE LOAD PANEL – 100A, 120/208V 1PH 3W	REVISIONS: DESCRIPTION DATE BY REV
PORT CABINET IIN 22,000AIC	ISSUED FOR REVIEW 03/31/19 RM A
	ROCKY MOUNTAIN ARCHERY
	VERTICAL BRIDGE SITE NUMBER: US-CO-5082
	SITE ADDRESS: 4518 INNOVATION DR. FT. COLLINS, CO 80525
RD J. MOSS, PE LTING ELECTRICAL ENGINEER IERRY CREEK, S. DR. SUITE 25	ONE-LINE DIAGRAM ELEC DETAILS
R, CO 80231 .5061	SHEET NUMBER:

FAULT CURRENT CALCULATION - ALL VALUES ARE RMS SYM AMPS UNLESS NOTED

NEW 120 / 208V, 75kVA PAD-MTD 3PH TRANSFORMER - AVAILABLE SC. CURRENT - 13,000A

AT NEW MULTI-METER ENCLOSURE: TWO SETS OF 350MCM CU 260' LONG THWN CONDUCTORS IN PVC CONDUIT, C= 45,474 FOR FEEDER

I(SC) = 13,000A/ [1+ (13,000 X 260 X 1.732 / 45,474 X 208)] = 8,025A

AT NEW T-MOBILE PPC: 3/0CU 40' LONG THWN CONDUCTORS IN PVC CONDUIT, C= 13,923 FOR FEEDER

I(SC) = 8,025A/ [1+ (8,025 X 40 X 1.732 / 13,923 X 208)] = 6,744A

PANEL: PPC

120/240 VOLTS SINGLE-PHASE 3-WIRE S/N WITH DUAL INTERLOCKING 200A MCBs NEMA 3R ENCL

DESCRIPTION	BKR	POLE	СКТ	VA	¢	VA	СКТ	POLE	BKR	
SURGE PROTECTOR	30	2	1		A	50	2	1	10	
2P BRANCH			3		в		4			
RECEPTACLE/LIGHTS	15	1	5	230	A		6			
SPARE	20	1	7		В	1000	8	2	20	
SPACE			9		A	1000	10			
SPACE			11		В	8,000	12	2	200	
SPACE			13		A	8,000	14			
SPACE			15		В		16			
SPACE			17		A		18			

PANEL LOAD CALCULATIONS:

LIGHTING: RECEPTACLE: MISC. EQUIPMENT:

50 VOLTAMPS x 1.25 = 180 VOLTAMPS x 1.00 = 63 VA 180 VA 18050 VOLTAMPS x 1.00 = 18,050 VA

TOTAL CALCULATED CONNECTED TOTAL CALCULATED DEMAND LC TOTAL CALCULATED DEMAND LO.









SECTION B-B

RICHARD J. MOSS, PE CONSULTING ELECTRICAL ENGINEER 9200 CHERRY CREEK, S. DR. SUITE 25 DENVER, CO 80231 303.921.5061

DESCF		N	
		FAN	
		SPACE	
		SPACE	
		HEATER	
	2P	BRANCH	
SITE SI	UPPORT	CABINET	
	2P	BRANCH	
) LOAD:)AD:	18,280 18,293	VA VA	
DAD:	88A @	120/20	ЗV



-#3 TIES @ 12"





AERIAL VIEW OF PROPERTY



FRONT OF PROPERTY



NORTH VIEW OF PROPERTY FOR PROPOSED TOWER LOCATION



SOUTH VIEW OF PROPERTY FOR PROPOSED TOWER LOCATION



SOUTH SIDE OF PROPERTY EAST VIEW





SOUTH SIDE OF PROPERTY LOOKING WEST





EXHIBIT "A" Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

Lot 10, except the North 10 feet thereof, Golden Meadows Business Park, County of Larimer, State of Colorado.

AND BEING the same property conveyed to Stewart King from 4518 Innovation, LLC, a Colorado limited liability company by Warranty Deed dated September 04, 2009 and recorded September 10, 2009 in Reception No. 20090062889.

Tax Parcel No. 8731406010

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE "A"

Comm Numb		35939	Effective Date of Commitment	: October 17, 2017 @ 8:00 am
Custor Refere		CO-5082	Prepared For: Vertical Bridge,	LLC
Inquiri	es Should Be Directeo	7130 Glen Fore Richmond, VA	al Title Insurance Company est Drive, Suite 300 23226 e: 866-552-0129	
1. Poli	cy or Policies to be iss	sued:		
Α.	ALTA OWNERS POLIC	CY 2006		Amount: TBD
	Proposed INSURED:	Vertical Bridge Developm	ent, LLC	
В.	ALTA LOAN POLICY 2	006		Amount: \$0.00
	Proposed INSURED:			

- 2. The estate or interest in the land described or referred to in the Commitment and covered herein is Leasehold Estate.
- 3. Title to said estate or interest in said land is at the effective date hereof vested in:

Stewart King

4. The land referred to in this Commitment is situated in the County of Larimer, State of Colorado, and is described as follows:

See Exhibit "A" Attached

Countersigned:

By:

Walter

Authorized Signatory

Valid Only If Schedule B and Cover Are Attached

FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

The following are the requirements to be complied with:

1. The Company must be furnished proof of payment of all real property taxes and assessments that are due and payable.

· ·	
Type of Tax:	County
For the period:	2016
In the amount of:	\$21,841.36 annually
Tax parcel ID #:	8731406010
Paid through:	2016
Total Assessment:	\$261,000.00
Any tax delinquencies r	noted above must be paid at closing, plus penalties and interest.

- 2. All current owners of the property must execute and deliver to the Company its OWNER'S AFFIDAVIT AND AGREEMENT or OWNER'S DECLARATION (as attached). This is to be completed by the record owner and submitted with the closing documents. The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.
- 3. Pay the agreed amounts for the interest(s) to be insured, and pay us the premiums, fees and charges for the policy.
- 4. Instrument(s) satisfactory to create the estate or interest to be insured must be properly executed (see Document(s) Requirement Note below), delivered and duly filed for record, including any Recorder of Deeds' or Clerks' required Cover Sheets, Affidavits or Forms:

A. Memorandum of Lease from Stewart King to Vertical Bridge Development, LLC.

Each document submitted for recording must be executed before an FNF approved Notary for acknowledgement. Properly completed and executed attached Affidavit of Notary will be sufficient evidence of compliance with FNF approved Notary requirement.

Each document involving an entity as a party, must include a statement of the state of formation for the entity and must correctly recite any mergers, name changes, fictitious names or erroneous names appearing in the title to clarify the record.

Power of Attorney ("POA") - We will not accept documents signed by an agent without prior review and approval by this office. Additional requirements will be added upon approval of a POA.

Each document received by this office for recording must be dated and executed no more than five (5) days before we receive it. In some cases a document received by our office more than five (5) days after execution, may be subject to fines or additional fees imposed by the Clerk's office. FNF-CLSS is not responsible for payment or fronting of any fine or fee for tardy submission of a document and we may hold such document until we receive funds sufficient to cover the cost of recording plus the fine or fee.
SCHEDULE B - SECTION I Continued

5. Marital status of individuals needs to be disclosed and for a married individual, or more than one individual not married to one another, the following must be complied with { <u>document must recite marital status in</u> spousal/homestead state}:

Non-vested spouse must sign if property in:

AK, AZ, AR, CA, IA, KS, KY, LA, MN, MO, NC, NE, NV, NH, NM, MI (except for purchase money mortgage), OH, OK, PA (only if pending divorce or action involving equitable distribution), SD, TN, UT, WA, or WY; or

Non-vested spouse must sign if property is homestead property and in:

AL, CO, FL, ID, IL, MA, MS, MT, NJ (referred to as "joint possession of the principal matrimonial residence"), ND, TX, VT or WI (unless purchase money mortgage); or

Non-vested spouse not required to transfer to a bona fide purchaser if property in: CT, DE, DC, GA, HI, IN, ME, MD, NY, OR, RI, SC, VA, or WV.

- 6. For Vertical Bridge Development, LLC (hereinafter referred to as LLC):
 - A. The Company must be provided with a copy of
 - a. the Articles of Organization,
 - b. written Operating Agreement and all amendments thereto,
 - c. current membership roster, and
 - d. a certificate of good standing (or current registration) of LLC.

B. Unless the deed, mortgage/Deed of Trust and/or other encumbrance instrument(s) is/are executed by all Members, the Company must be furnished a Resolution of all Members of the LLC approving the transaction and ratifying and confirming action taken or to be taken by the Manager(s) or Managing Member(s).

C. In lieu of A and B above, certification by LLC's attorney that LLC is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the deed, mortgage/Deed of Trust and/or other encumbrance instrument(s) is/are pursuant to the terms of its operating agreement.

D. Execution of any recordable document (also any Company affidavit, cover sheet, or other executed document), must include proper state of formation; and, if applicable, correctly reflect any mergers, name changes, erroneous names used or variations in title.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. If Commitment Jacket was inadvertently omitted it will be provided upon request.

(END OF SCHEDULE B - SECTION I)

FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

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

- 1. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements, or claims of easements, 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. 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.
- 6. Taxes and special assessments which are not shown as existing liens by the public records.
- 7. Taxes for the year 2017 and subsequent years, a lien not yet due and payable.
- 8. Matters as shown and noted on Plat of Golden Meadows Business Park recorded in Instrument No. 266612.
- 9. Grant of Easement in favor of Hattie McMurry, set forth in instrument recorded on 03/23/1961 in Deed Book 1138, Page 109.
- 10. Permanent Easement recorded on 04/30/1970 in Deed Book 1431, Page 734.
- 11. Easement in favor of The Department of Highways, State of Colorado, set forth in instrument recorded on 04/30/1970 in Deed Book 1431, Page 735.
- 12. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Deed or Covenants, Conditions and Restrictions recorded in Deed Book 1922, Page 741, 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.

SCHEDULE B - SECTION II Continued

- Construction Deed of Trust from Stewart King, Grantor(s), to Public Trustee of Larimer County, Colorado, Trustee(s), in favor of Fort Collins Commerce Bank, dated 09/02/2009, and recorded 09/10/2009 in Reception No. 20090062890, in the original amount of \$654,925.00; Assignment of Rents recorded on 09/10/2009 in Reception No. 20090062891; Disburser's Notice recorded on 09/10/2009 in Reception No. 20090062892; Modification of Deed of Trust recorded on 06/24/2011 in Reception No. 20110037589; Modification of Deed of Trust, dated 04/22/2016 and recorded 04/28/2016 in Reception No. 20160026232.
- 14. Deed of Trust from Stewart King, Grantor(s), to Public Trustee of the County, Trustee(s), in favor of Colorado Enterprise Fund, Inc., dated 09/02/2009, and recorded 09/10/2009 in Reception No. 20090062893.
- 15. Development Agreement recorded on 12/16/2009 in Reception No. 20090085465.
- 16. Deed of Trust from Stewart King, Grantor(s), to Public Trustee of Larimer County, Trustee(s), in favor of Colorado Lending Source, Ltd., dated 04/26/2011, and recorded 04/28/2011 in Reception No. 20110025187, in the original amount of \$274,000.00; Assignment of Deed of Trust or Mortgage Deed to Small Business Administration-Denver District Office recorded on 04/28/2011 in Reception No. 20110025265; Assignment of Leases and Rents, dated 04/26/2011 and recorded 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception No. 20110025266; Ltd., recorded 04/28/2011, by and between Stewart King, Colorado Enterprise Fund, Inc. and Colorado Lending Source, Ltd., recorded on 04/28/2011 in Reception No. 20110025345.

END OF EXCEPTIONS (END OF SCHEDULE B - SECTION II)

EXHIBIT "A" Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

Lot 10, except the North 10 feet thereof, Golden Meadows Business Park, County of Larimer, State of Colorado.

AND BEING the same property conveyed to Stewart King from 4518 Innovation, LLC, a Colorado limited liability company by Warranty Deed dated September 04, 2009 and recorded September 10, 2009 in Reception No. 20090062889.

Tax Parcel No. 8731406010

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type:	County
Taxes are Paid:	Semi-Annual
Due Date(s):	February 28th, June 15th
Tax Authority Name:	Larimer County Treasurer
Phone:	970-498-7020

Additional notes regarding taxes, documents and/or special recordation requirements:

• Real Property Transfer Declaration form (TD1000) is required for all conveyance documents.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

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

Types of Information Collected

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

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

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

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

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

How Information is Collected

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

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

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

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

Use of Collected Information

Information collected by FNF is used for three main purposes:

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

When Information Is Disclosed

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

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

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

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

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

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

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

Choices With Your Information

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

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

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

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

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

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

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

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

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

Information From Children

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

Privacy Outside the Website

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

International Users

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

The California Online Privacy Protection Act

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

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

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

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

Your Consent To This Privacy Notice

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

Accessing and Correcting Information; Contact Us

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

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

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COMMITMENT FOR TITLE INSURANCE

ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

(8ms replie 1_

Attest:

By:

President

Secretary

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by. **FIDELITY NATIONAL TITLE INSURANCE COMPANY** This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. 27C165B **ALTA Commitment for Title Insurance 8-1-16**





Commitment No.: 26085939

COMMITMENT CONDITIONS

- 1. DEFINITIONS
 - (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements; and
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

- 5. LIMITATIONS OF LIABILITY
 - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. **FIDELITY NATIONAL TITLE INSURANCE COMPANY** This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. ALTA Commitment for Title Insurance 8-1-16

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<u>http://www.alta.org/arbitration</u>>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. **FIDELITY NATIONAL TITLE INSURANCE COMPANY** This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. ALTA Commitment for Title Insurance 8-1-16

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FNF file No: 26085939 Customer Reference: US-CO-5082

AFFIDAVIT OF NOTARY

the u	please print name as commi ndersigned Notary Public, do hereby affirm and attest to Fidelity National Title Insurance Company one wing (please check one) is an accurate statement:	
	I am a Bancserv notary (and by checking this box I certify I was assigned by Bancserv for this notary s	ervice); or
	I am an FNF-approved notary on the FNTG Field Compliance Approved Third Party list; or	
	I am a licensed attorney or a notary working under the supervision of a licensed attorney. Insert lawy firm:	/er or law
	I am a notary working in a bank or credit union (this option is only applicable for notaries at banks {F insured} and credit unions {NCUA insured} and is not applicable for notaries at mortgage companies mortgage brokers). Bank or credit union name: Bank/credit union employee title: Branch name or street address: Telephone number of bank or credit union:	DIC

Date

Notary Public signature

(_____)_____

Telephone contact

Notary # or Seal for identification purposes

Fidelity National Title Insurance Company OWNER'S AFFIDAVIT AND AGREEMENT

State of	Colorado
County of	Larimer

Stewart King

("Owner"), being the individual owner(s) who are signing below, or the entity in ownership, which is represented by the individual(s) signing below; who, being duly sworn according to the law, deposes and says as follows (as the "Affiant"):

- 1. That Affiant, as individual owner, has personal knowledge of the facts sworn to this affidavit; or, that Affiant, as entity representative, either has personal knowledge of the facts sworn to this affidavit, or has made statements based on diligent inquiry of the entity personnel and agents and on a diligent review of the entity records, and the statements are made on behalf of the entity and said Affiant is fully authorized to make this affidavit.
- 2. That Owner is the owner of the premises described in the Commitment(s) listed above ("the Property") and shown in Exhibit A. Ownership shall mean that interest held by the Owner in the Property, whether a fee, leasehold or easement estate, and all statements below are in reference to said interest in said Property.
- 3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the Property within <u>4 months</u> (herein after referred to as "Mechanics' Lien Filing Period") prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the Property during such Mechanics' Lien Filing Period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with constructions, repairs, or improvements on the Property during such Mechanics' Lien Filing Period, except as shown on exhibit attached hereto.

NONE, unless specified on attached exhibit {checked box indicates an attached exhibit]}

- 4. That there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as shown on exhibit attached hereto. NONE, unless specified on attached exhibit {checked box indicates an attached exhibit]
- 5. That no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals, other than those shown in Commitment 26085939.
- 6. I represent to Fidelity National Title Insurance Company that the Property is now free and clear of all delinquent taxes, liens, mortgages/deeds of trust/deeds to secure debt, judgments, decrees, or other encumbrances; that there are no unemployment compensation, federal social security, alcoholic beverage law or other delinquent state or federal taxes due and owing from the company; that there are no unpaid or delinquent real estate taxes or assessments or unpaid or delinquent water or sewer service charges against said premises; and that there are no unpaid or delinquent homeowner/condominium association dues (if applicable); EXCEPT THAT the matters specifically identified in the Commitment and those, if any, listed on exhibit attached hereto.

NONE, unless specified on attached exhibit {checked box indicates an attached exhibit]}

- 7. That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.
- 8. That no proceedings in bankruptcy has ever been instituted by or against the Owner (and if a partnership, against the general partner(s) thereof), nor has the Owner ever made an assignment for the benefit of creditors.
- 9. That there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatsoever which now constitutes a lien or charge upon the Property.
- 10. That there are no delinquent state, county, city, school district, water district, or other governmental agency taxes

Fidelity National Title Insurance Company OWNER'S AFFIDAVIT AND AGREEMENT

a. due or owing against said Property and that

b. no tax suit has been filed by any state, county, city, school district, water district, or other governmental agency for taxes levied against the Property.

- That there has been no notice nor does Affiant have any knowledge of any

 a. recent or future planned improvements (such as street paving, sidewalks, street lights, etc.) that would result in a special assessment against the Property
 b. any proceeding which could result in an increase tax or assessment liability against the Property.
- 12. That all management fees, if any, are fully paid, except as shown on exhibit attached hereto. NONE, unless specified on attached exhibit {checked box indicates an attached exhibit]}

Owner, recognizing that funding may occur prior to the Deed, Lease, MOL, Easement, Mortgage, Deed to Secure Debt, Deed of Trust, or any Assignment being officially filed for record in the appropriate Clerk's Office, represents that there will be no further encumbrances or change of title pending the issuance of the title insurance policy which this affidavit is made to support and agrees that in consideration of <u>Fidelity National Title Insurance Company</u> (hereinafter "Company") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date of the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Property during the GAP. Owner further agrees to hold harmless and indemnify Company against all losses, expenses, costs and fees, including, but not limited to, attorney fees, which may arise out of Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. This Affidavit is given to induce Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. The Owner does hereby indemnify and hold Company harmless of and from any and all loss, cost, damage, and expense of every kind, including attorney's fees, which Company shall suffer or incur or become liable under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

DATED: _____

Stewart King

By:

By:

State of ________,
County/City of ______.

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20____,

Fidelity National Title Insurance Company OWNER'S AFFIDAVIT AND AGREEMENT

Commitment Number 26085939

By:

Notary Public

4518 INNOVATION UF, FORT COILINS, CU 80 APN: R0752703

Owner Information King Stewart Owner Name: Vesting: Mailing Address: 37126 Soaring Eagle Cir, Severance, CO 80550 **Location Information** Legal Description: Lot 10, Less N 10 Ft, Golden Meadows Business Park, Ftc County: Larimer, CO APN: Alternate APN: 8731406010 Census Tract / Block: 001008/1011 R0752703 Munic / Twnshp: Fort Collins Twnshp-Rng-Sec: 07-68-31 Legal Lot / Block: 10/ Subdivision: Golden Meadows Bus Park Tract #: Legal Book / Page: Last Transfer / Conveyance - Current Owner 09/04/2009 / 09/10/2009 Transfer / Rec Date: Price: \$165,000 Doc #: 2009.62889 Buyer Name: King, Stewart Seller Name: 4518 Innovation LLC Deed Type: Warranty Deed Last Market Sale Sale / Rec Date: 01/18/2006 / 01/19/2006 Sale Price / Type: \$135,000 / Confirmed Deed Type: Warranty Deed Multi / Split Sale: Price / Sq. Ft.: \$14 New Construction: 1st Mtg Amt / Type: \$117,700 / Conventional 1st Mtg Rate / Type: 1st Mtg Doc #: 2006.4564 2nd Mtg Amt / Type: 2nd Mtg Rate / Type: Transfer Doc #: 2006.4563 Seller Name: Peterson, Bob D & Rita L Fort Collins Commerce Bank Lender: Title Company: North American Title Prior Sale Information Sale / Rec Date: / 02/04/2004 Sale Price / Type: \$94,500 / Confirmed Prior Deed Type: Deed Prior Doc #: 2004.10788 1st Mtg Amt / Type: \$86,056 / Conventional 1st Mtg Rate / Type: / Fix Prior Lender: Advantage Bank **Property Characteristics** Gross Living Area: 9.983 Sa. Ft. Total Rooms: Year Built / Eff: 2010/2010 Living Area: 9,983 Sq. Ft. Bedrooms: Stories: 2 Total Adj. Area: 9,983 Sq. Ft. Baths (F / H): Parking Type: Above Grade: Pool: Garage #: Basement Area: Fireplace: Garage Area: Style: Unknown Cooling: Central Porch Type: Central Foundation: Heating: Patio Type: Quality: Average Exterior Wall: Roof Type: Condition: Roof Material: Very Good Construction Type: Wood Site Information Land Use: Warehouse Lot Area: 25,200 Sq. Ft. Zoning: State Use: # of Buildings: Lot Width / Depth: 1 County Use: Recreation Res / Comm Units: Usable Lot: Water / Sewer Type: Site Influence: Acres: 0.58 Public / Public 08069C1000F Flood Zone Code: Flood Map #: Flood Map Date: 12/19/2006 χ Community Name: City Of Fort Collins Flood Panel #: Inside SFHA: 1000F False Tax Information Assessed Year: 2016 Assessed Value: \$239,250 Market Total Value: \$825,000 Tax Year: 2016 Land Value: \$36,511 Market Land Value: \$125,900 Tax Area: 1100 Improvement Value: \$202.739 Market Imprv Value: \$699.100 Property Tax: \$21,841.36 Improved %: 84.74% Market Imprv %: 84.74% Exemption: **Delinquent Year:**



Disclaimer: This report: (i) is not an insured product or service or an abstract, legal opinion or a representation of the condition of title to real property, and (ii) is issued exclusively for the benefit of First American Data Tree LLC (Data Tree) customers and may not be used or relied upon by any other person. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. Data Tree does not represent or warrant that the information is complete or free from error, and expressly disclaims any liability to any person or entity for loss or damage caused by errors or omissions in the report. If the "verified" logo ((Common a record is designated "verified," Data Tree's algorithm matched fields from two or more data sources to confirm source data.

RECEPTION#: 20090062889, 09/10/2009 at 11:35:47 AM, 1 OF 1, R \$6.00 State Documentary Fee \$16.50 TD Pgs: 1 Scott Doyle, Larimer County, CO



STATE DOCUMENTARY FEE Date: September 04, 2009 \$ 16.50

DOLLARS

WARRANTY DEED

THIS DEED, Made on this day of <u>September 04, 2009</u>, between 4518 INNOVATION, LLC, A COLORADO LIMITED LIABILITY COMPANY

of the ______ County of LARIMER and State of <u>COLORADO</u>, the Grantor(s), and STEWART KING 37126 Soarung Eagle Cr Wurdsor, CD 80550 whose legal address is :<u>4518 INNOVATION DRIVE FORT COLLINS, CO 80525</u> of the ______ County of <u>LARIMER</u> and State of <u>COLORADO</u>, the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of (\$165,000.00)

*** One Hundred Sixty Five Thousand and 00/100 ***

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the ______ County of ______ County of _______ and State of Colorado, described as follows:

LOT 10, EXCEPT THE NORTH 10 FEET THEREOF, GOLDEN MEADOWS BUSINESS PARK, COUNTY OF LARIMER, STATE OF COLORADO

also known as street number 4518 INNOVATION DRIVE FORT COLLINS CO 80525

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), his heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, Subject to general taxes for the year 2009 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described property; distribution utility easements (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not Shown by the Public Records) and Section 8.3 (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; and, the benefits and burdens of any recorded declaration and party wall agreements, if any and other NONE The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

LLC, A COLORADO LIMITED LIABILITY 4518 INNOVATION. COMPANY By:

KEVIN BRINKMAN, MANAGER

COLORADO STATE OF)ss. LARIMER DONNA MANCI County of NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me on this day of <u>September 04, 2009</u> by <u>KEVIN BRINKMAN AS MANAGER OF 4518 INNOVATION, LLC, A COLORADO LIMITED LIABILITY COMPANY</u>

My commission expires Witness my hand and official seal. Notary Name and Address of Person Creating Newly Created Legal Description (38-35-106.5, C.R.S.) When Recorded Return to: STEWART KING 37126 Source Cake 4 27126 Source Fort Collins, 60-80525 (8/80 Escrow# FC25090386 Title# FCC25090386 windsor, Cu Form 84 08/29/04 WD1 WARRANT (Photographic)