

Conceptual Review Agenda

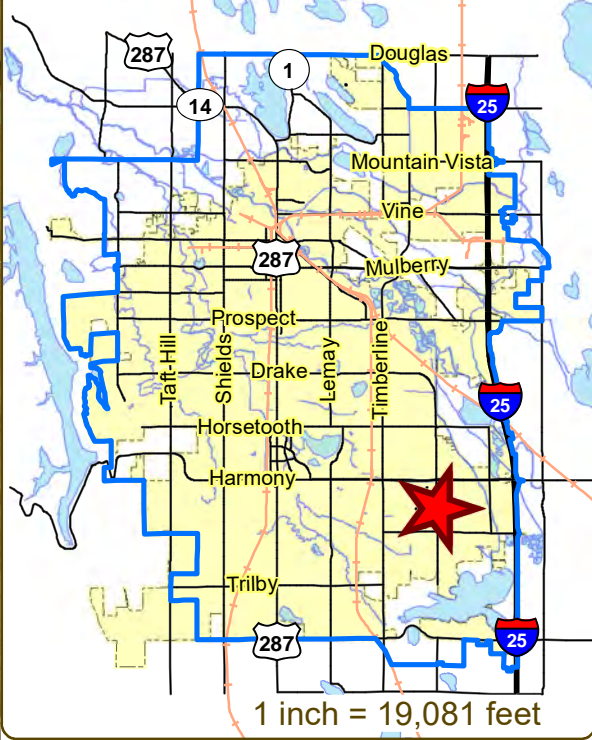
Schedule for 02/06/20
281 Conference Room A

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

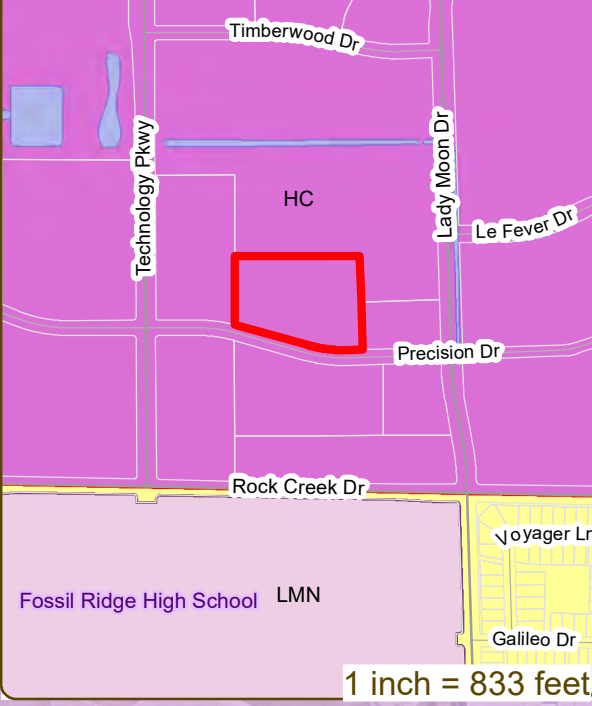
Vicinity Map



Aerial Site Map



Zoning Map



1 inch = 250 feet

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CONCEPTUAL REVIEW: APPLICATION

General Information

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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) _____

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 Email Address je@the-architects-studio.com

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

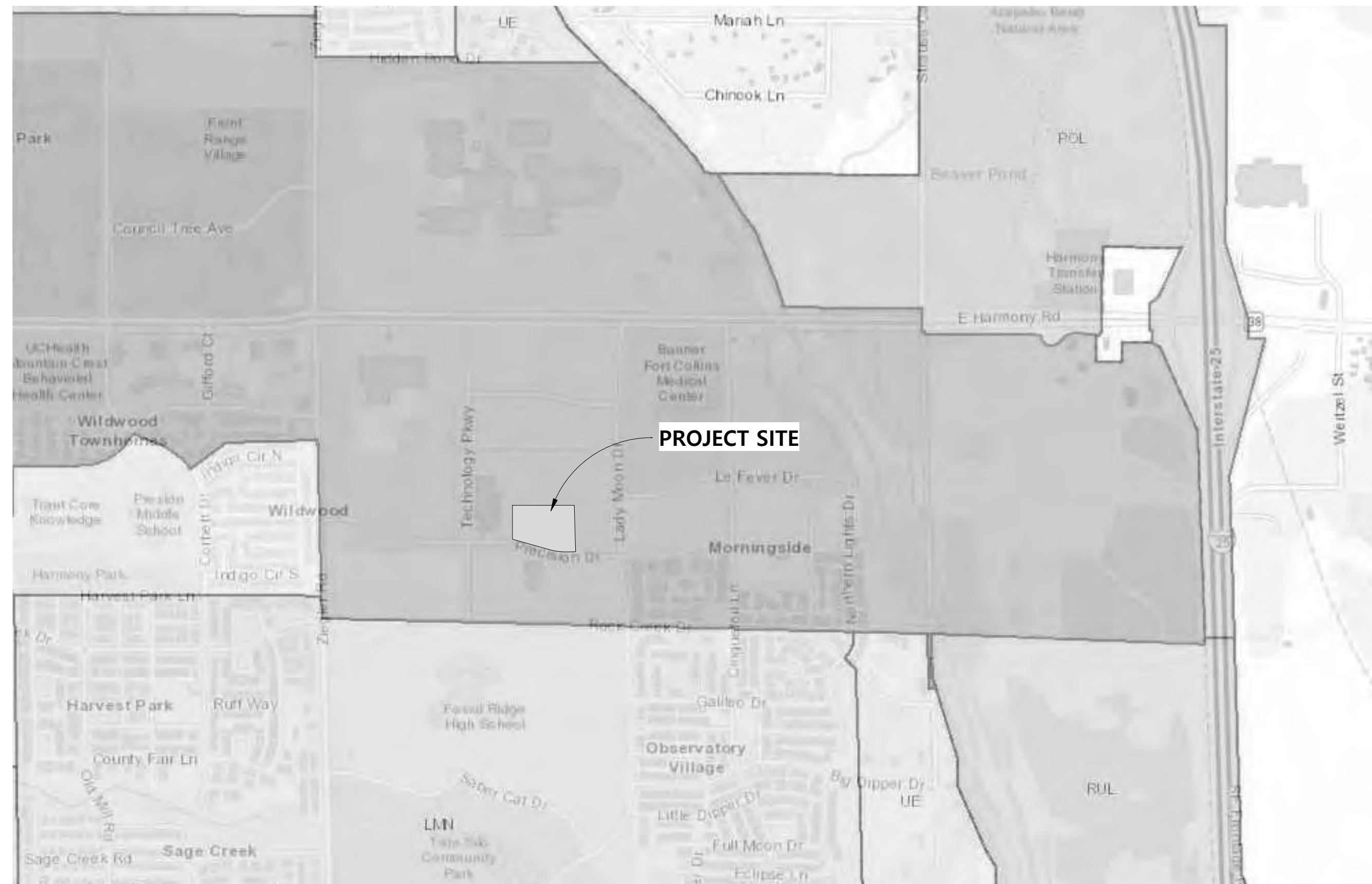
Info available on Larimer County's Website: http://www.co.larimer.co.us/assessor/query/search.cfm If any structures are 50+ years old, good quality, color photos of all sides of the structure are required for conceptual.

Is your property in a Flood Plain? [] Yes [X] 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?



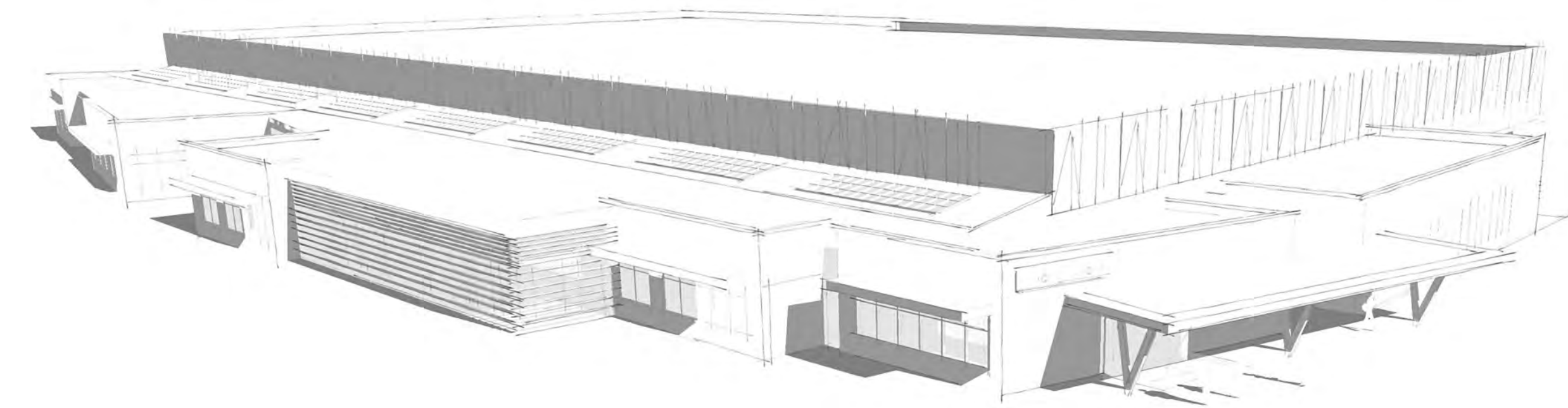
ZONING MAP
3/4" = 1'-0"



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

PRECISION TECHNOLOGY

3486 PRECISION DRIVE
FORT COLLINS, CO 80528



PROJECT:
PRECISION TECHNOLOGY

3486 PRECISION DRIVE
FORT COLLINS, CO 80528

SEAL:

DECEMBER 20, 2019

CONCEPTUAL REVIEW

CONCEPTUAL REVIEW

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

ISSUE AND REVISION SCHEDULE:

DRAWING TITLE:
ZONING/CONTEXT MAPS

SHEET:

CR-001

DRAWING INDEX

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

GENERAL LAND USE DATA

EXISTING ZONING	HARMONY CORRIDOR DISTRICT
GROSS AREA	4.650 ACRES / 202,551 SQFT
EXISTING LAND USE	VACANT
PROPOSED LAND USE	OFFICE/WAREHOUSE
MAX. PROPOSED BUILDING HEIGHT	29 FEET (APPROXIMATE)

PROPOSED PROJECT LAND USE DATA

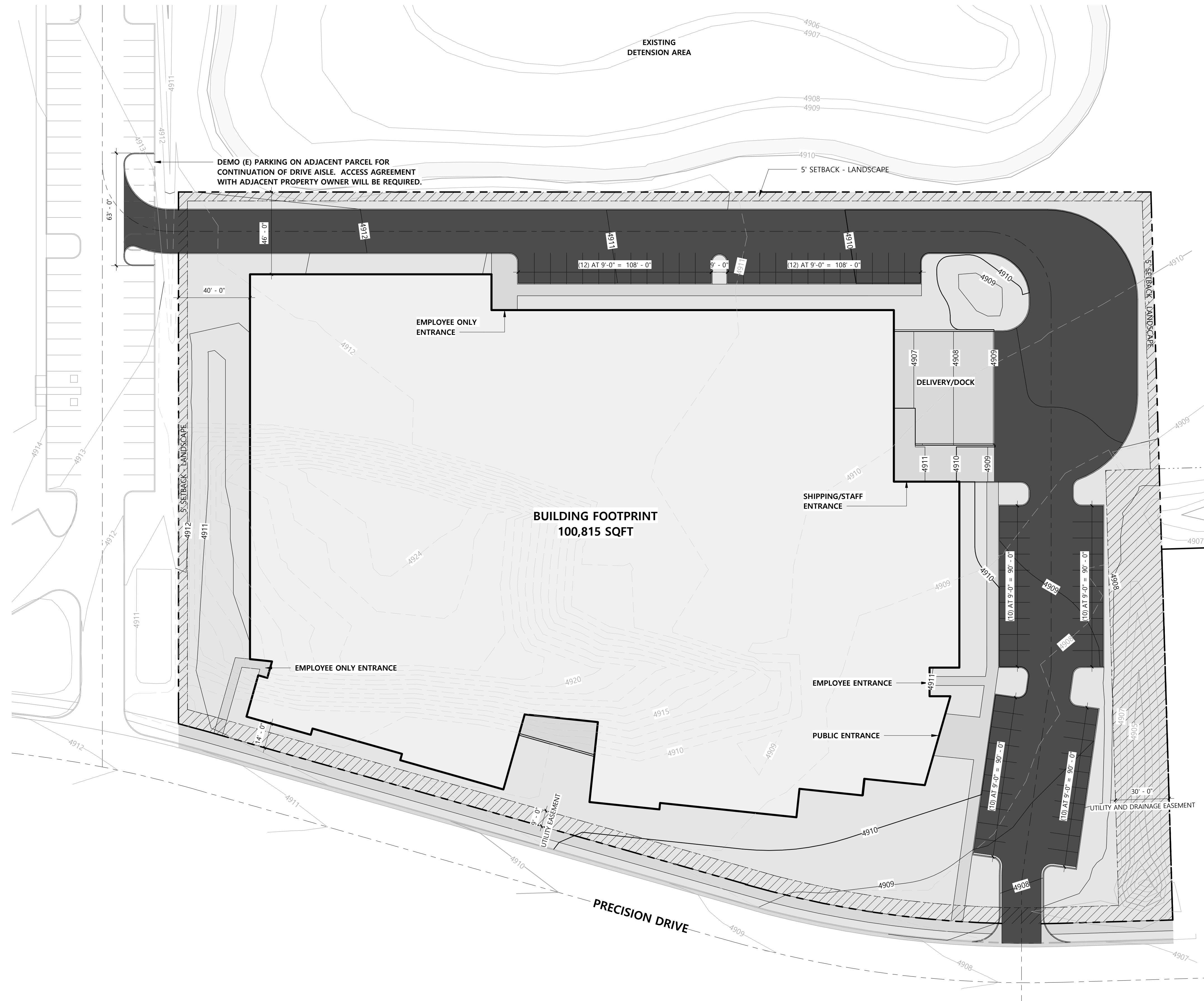
PROPERTY LIMIT IMPROVEMENTS	SITE AREA (ACRES)	SITE AREA (SQFT)	% TOTAL
BUILDING	2.314	100,815	49.8
PARKING AND DRIVEWAY - ASPHALT	0.866	37,733	18.6
TRUCK LOADING - CONCRETE	0.114	4,982	2.5
PLAZA/WALKS - CONCRETE	0.108	4,721	2.3
LANDSCAPE AREA (TURF, SHRUB, BEDS)	1.246	54,277	26.8
RIGHT-OF-WAY IMPROVEMENTS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

BUILDING INFORMATION

OFFICE	17,106 SQFT
WAREHOUSE	83,709 SQFT

PROPOSED BUILDING FLOOR AREA DATA

NAME	STATUS	AREA(GROSS)	FAR	LAND-USE
T.B.D. "PRECISION TECH"	NEW	100,815	.498	OFFICE/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:

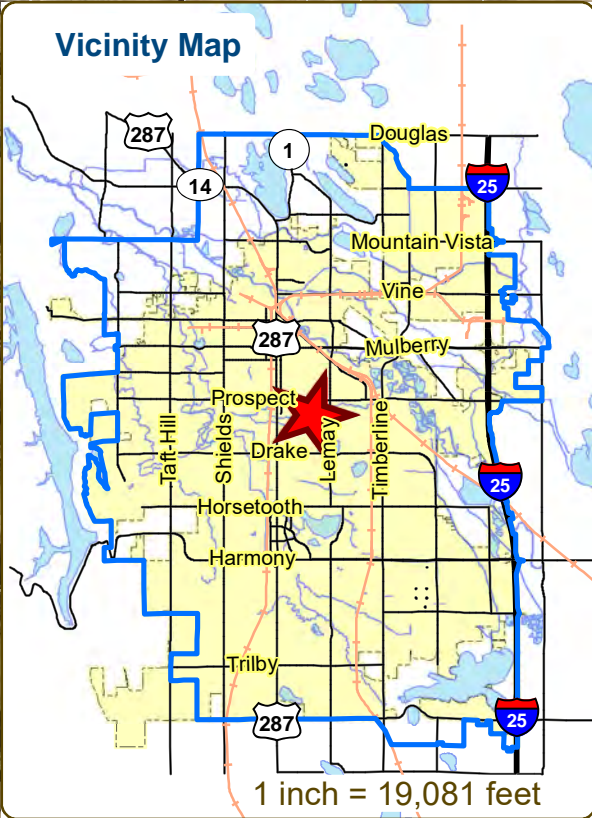
DRAWING TITLE:
CONCEPTUAL REVIEW - SITE PLAN

SHEET:

CR-002

906 E. Stuart Street Multi-Family

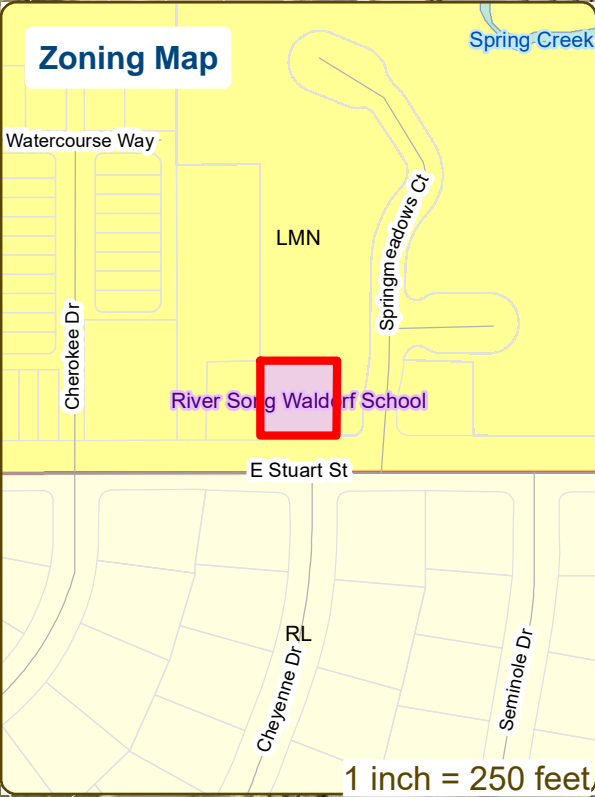
Vicinity Map



Aerial Site Map



Zoning Map



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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.

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) Serdar Badem

Business Name (if applicable) Planet Scale Limited

Your Mailing Address 12933 Regan Lane, Saratoga, CA, 95070

Phone Number (310) 948-1948 Email Address sbadem@planetscale.io

Site Address or Description (parcel # if no address) 906 E 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

Total Building Square Footage 2,071 S.F. Number of Stories 2 Lot Dimensions 0.3 acres

Age of any Existing Structures Built in 1946 (74 years)

Info available on Larimer County's Website: http://www.co.larimer.co.us/assessor/query/search.cfm 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 [x] No If yes, then at what risk is it?

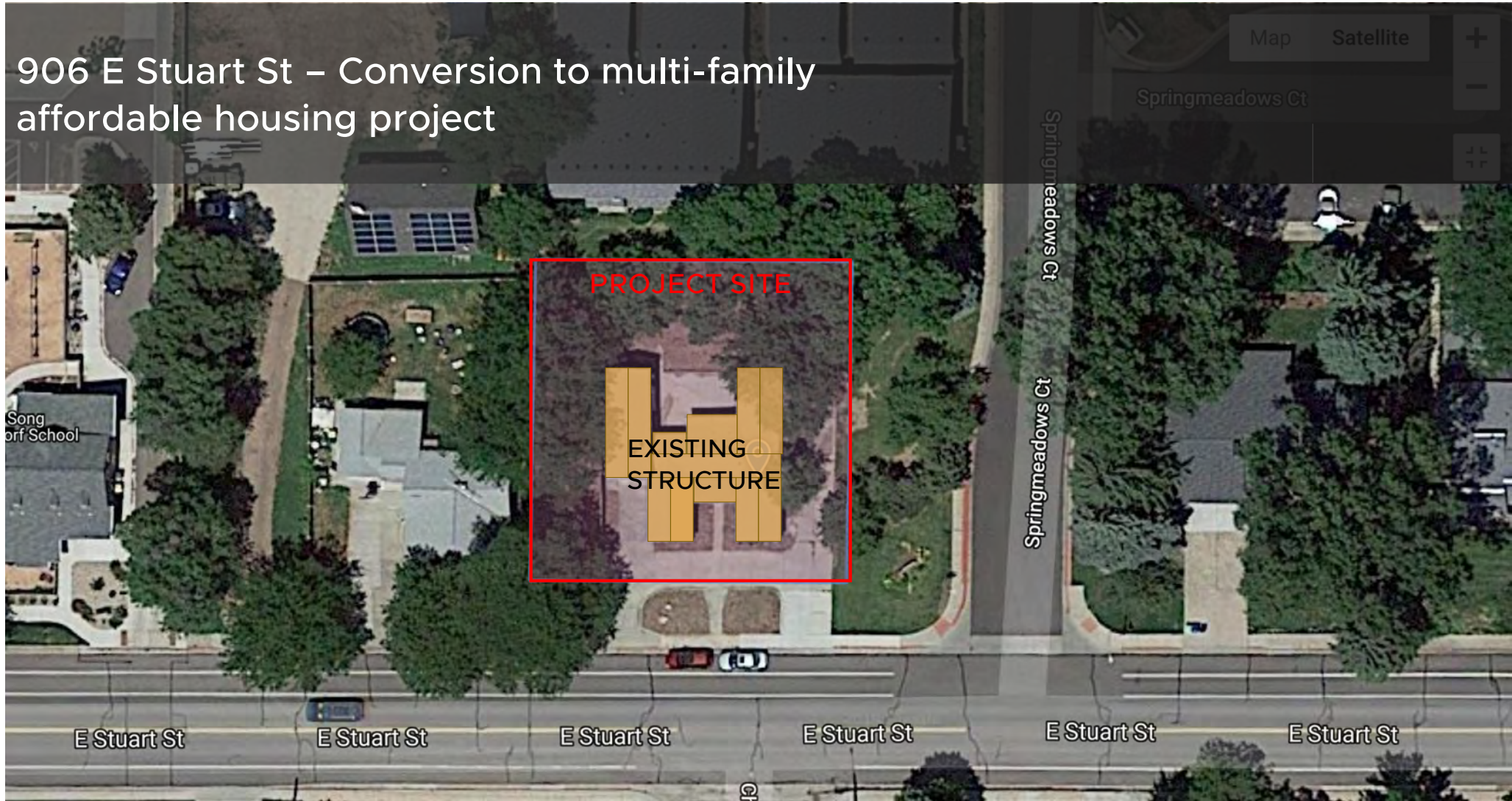
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Increase in Impervious Area 1500 S.F. (Approximate amount of additional building, pavement, or etc. that will cover existing bare ground to be added to the site)

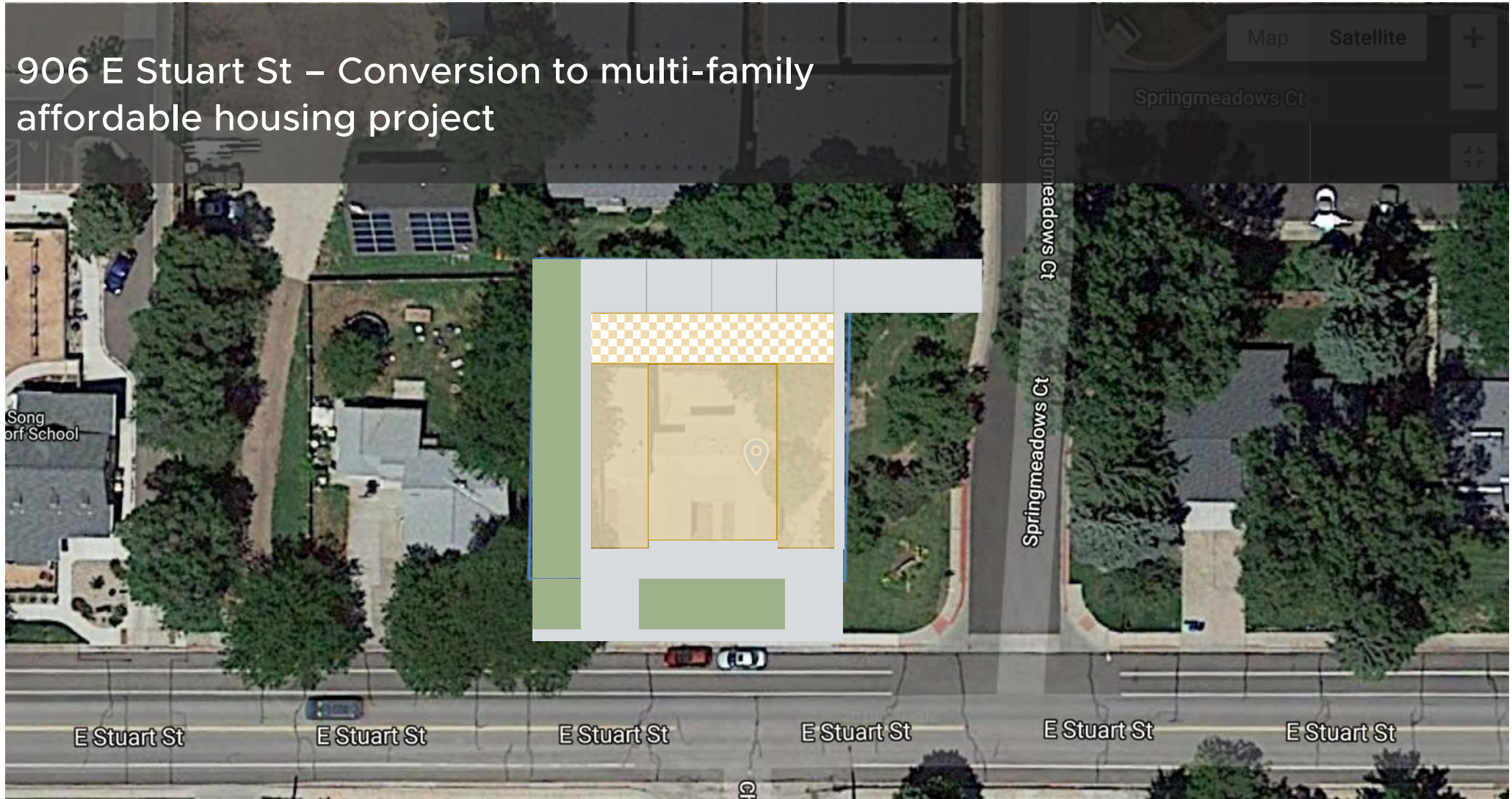
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906 E Stuart St – Conversion to multi-family affordable housing project

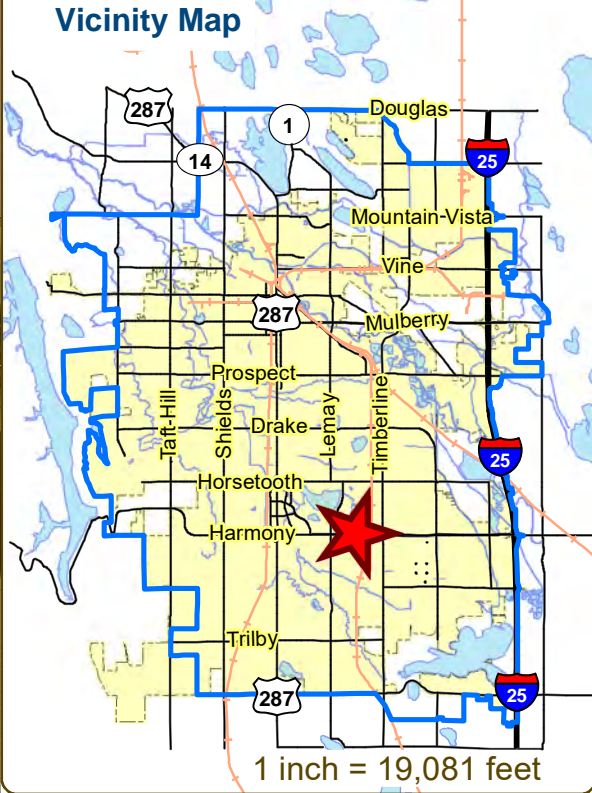


906 E Stuart St – Conversion to multi-family affordable housing project



4518 Innovation Drive Cell Tower

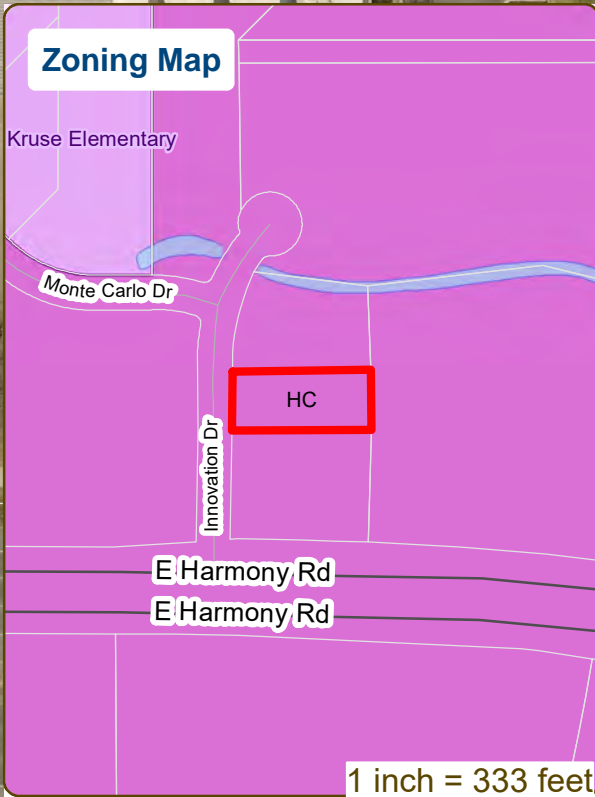
Vicinity Map



Aerial Site Map



Zoning Map



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Contact Name(s) and Role(s) (Please identify whether Consultant or Owner, etc) OWNER REPRESENTATIVE. 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) 85' WIRELESS MONOPOLE FACILITY WITH WITH 680 SQUARE FOOT FENCED LEASED AREA FOR OUR ANCHOR TENANT, T-MOBILE

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

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

Age of any Existing Structures 10 YEARS (2010)

Info available on Larimer County's Website: http://www.co.larimer.co.us/assessor/query/search.cfm
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 [x] No If yes, then what risk level?
Info available on FC Maps: http://gisweb.fcgov.com/redirect/default.aspx?layerTheme=Floodptains.

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.

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 Holdco, LLC, as borrower, and Vertical Bridge Holdco Parent, LLC, as parent, as may be amended, restated, modified or renewed, their successors or 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 easements.

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

1. Ownership of this tract of land.
2. Rights-of-way, easements and encumbrances recorded or unrecorded affecting this tract of land.
3. 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), monumented 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 Geoid12A 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:

1. Based upon this survey there does not appear to be any visible encroachments affecting the Lease Area, Access and Utility Easement or Utility Easement.
2. 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:

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 or records the estate or interest or mortgage thereon covered by this Commitment. Affects Parcel, Lease Area, Access and Utility Easements - Not survey related.
2. Rights or claims of parties in possession not shown by the public records. Affects Parcel, Lease Area, Access and Utility Easement and Utility Easement - Not survey related.
3. Easements, or claims of easements, not shown by the public records. Affects Parcel, Lease Area, Access and Utility Easements - Not survey related.
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. Affects Parcel, Lease Area, Access and Utility Easements - Not survey related.
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. Affects Parcel, Lease Area, Access and Utility Easements - Shown hereon, if any.
6. 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.
7. 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.
8. Matters as shown and noted on Plat of Golden Meadows Business Park recorded in Instrument No. 266612. Affects Parcel, Lease Area, Access and Utility Easements - Shown hereon.
9. 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 Utility Easements.
10. Permanent Easement recorded on 04/30/1970 in Deed Book 1431, Page 734. Does not appear to affect Parcel, Lease Area, or Access and Utility Easements - Shown hereon.
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. Does not affect Parcel, Lease Area, or Access and Utility Easements - Shown hereon.
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. Affects Parcel, Lease Area, Access and Utility Easements - Blanket in nature.
13. 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. Affects Parcel, Lease Area, Access and Utility Easements - Blanket in nature.
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. Affects Parcel, Lease Area, Access and Utility Easements - Not survey related.
15. Development Agreement recorded on 12/16/2009 in Reception No. 20090085465. Affects Parcel, Lease Area, Access and Utility Easements - Blanket in nature.
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 04/28/2011 and recorded 04/28/2011 in Reception No. 20110025266; Third Party Lender Agreement recorded on 04/28/2011 in Reception 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:

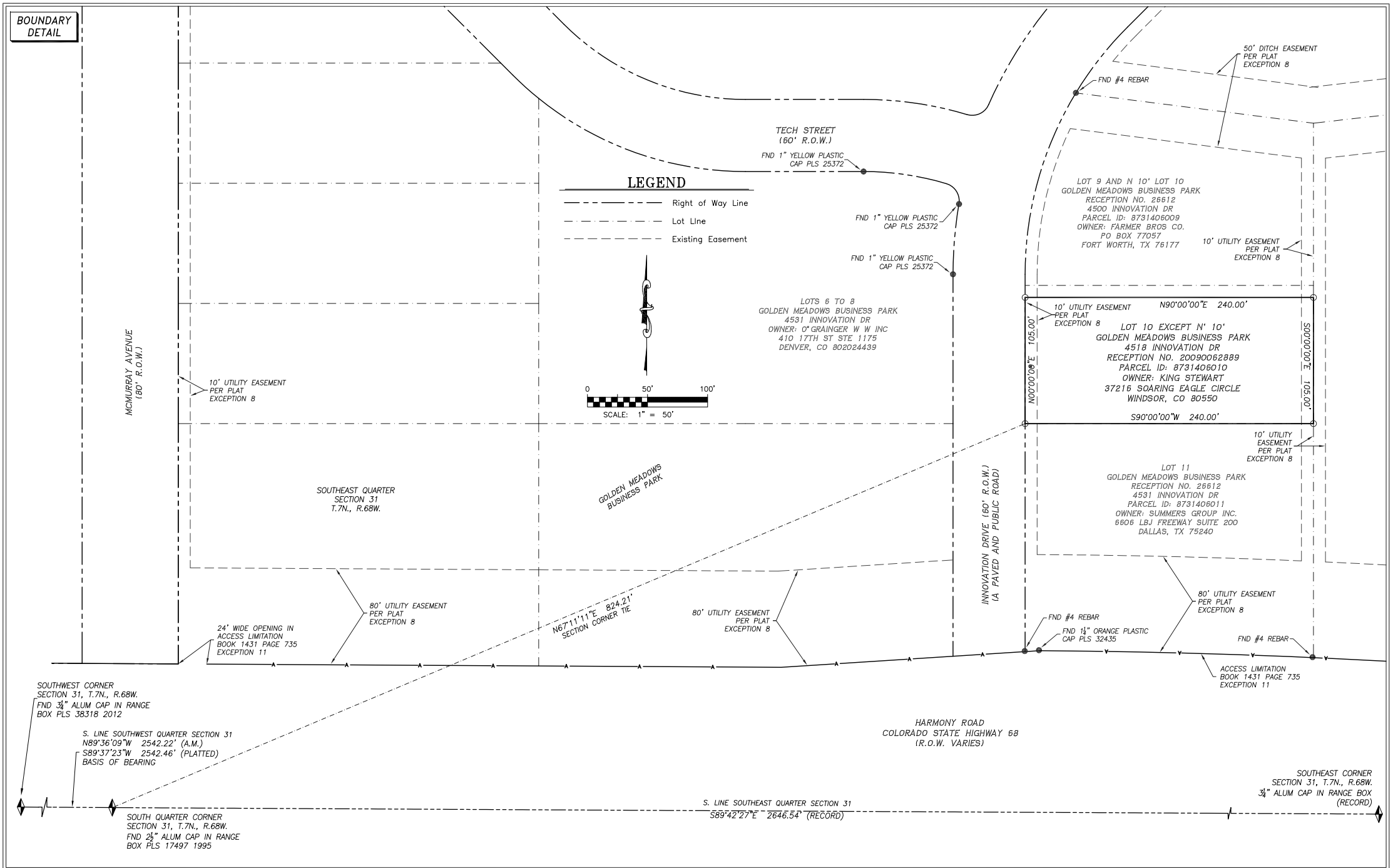
Lot 10, except the North 10 feet thereof, Golden Meadows Business Park, County of Larimer, State of Colorado.

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



INFINIGY
THE SOLUTIONS ARE ENDLESS
7301 FEDERAL BOULEVARD STE. 300
WESTMINSTER, CO 80030
(303) 219-1178
WWW.INFINIGY.COM

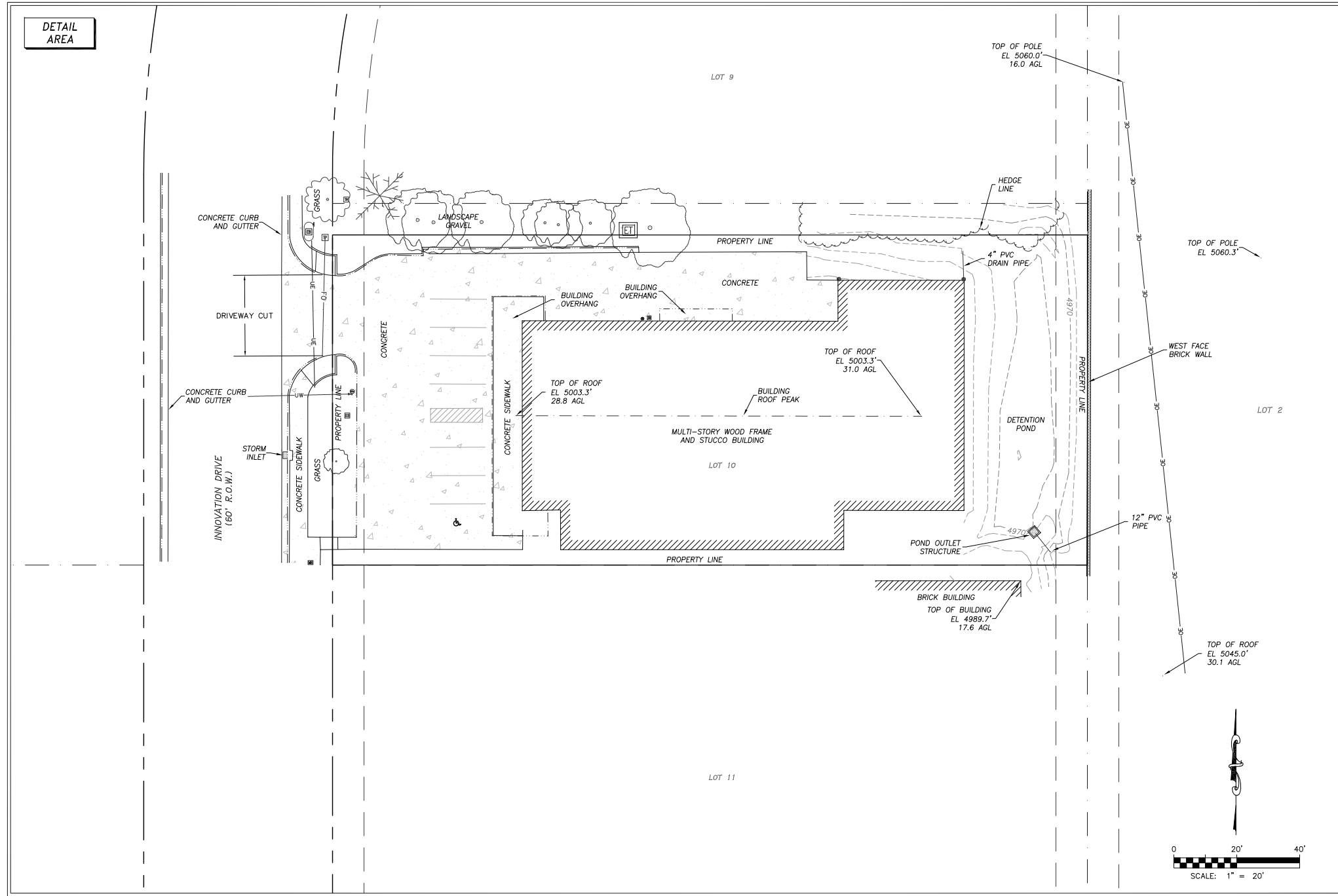


Rev:	Date:	Description:	By:
1	12/4/17	Survey	AV
2	12/8/17	Add Esmt & Lease	RD
3	2/20/18	Rev Esmt & Lease	RD
4	4/18/18	Add Esmt	AV
5	3/18/19	Rev Esmts & Lease	JN

PROJECT INFORMATION:			
SITE NAME:	ROCKY MOUNTAIN ARCHERY		
SITE ADDRESS:	4518 INNOVATION DRIVE FORT COLLINS, COLORADO 80525		
VERTICAL BRIDGE SITE NUMBER:	US-CO-5082		
DRAWN BY:	CHK BY:	APV BY:	
AV	RD	RD	

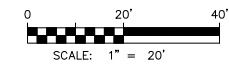
LAND SURVEY
Sheet Number:
LS1

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



LEGEND

•	Bollard	—	Building
○	Bush	—	Sidewalk
▣	Cable TV Box	—	Edge of Asphalt
⊖	Clean-out	—	Edge of Concrete
⊞	Electric Box	—	Edge of Gravel Road
⊕	Electric Connection	—	Flowline
⊗	Electric Meter	—	Top Back of Curb
⊞	Electric Transformer	—X—X—X—	Barbed Wire Fence
⊕	Fire Hydrant	—○—○—	Chain Link Fence
⊞	Fiber Optic Manhole	—//—//—	Metal Fence
⊞	Gas Meter	—○—○—	Plastic Rail Fence
♿	Handicap Parking	—◇—◇—	Split Rail fence
⊞	Inlet Grate	—□—□—	Wood Fence
⊞	Light Pole	—/—/—/—	Wire Fence
⊞	Manhole	—UE—UE—	Underground Electric
○	Pipe	—FO—FO—	Underground Fiber Optic
↑	Sign	—UG—UG—	Underground Gas
⊞	Power Pole	—UW—UW—	Underground Water
⊞	Sanitary Manhole	—	Wall
⊞	Storm Manhole		
⊞	Telephone Junction Box		
⊞	Telephone Pedestal		
⊞	Coniferous Tree		
⊞	Deciduous Tree		
⊞	Utility Box		
○	Vent Pipe		
⊞	Water Manhole		
⊞	Water Meter		
⊞	Water Valve		



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 7301 FEDERAL BOULEVARD STE. 300
 WESTMINSTER, CO 80030
 (303) 219-1178
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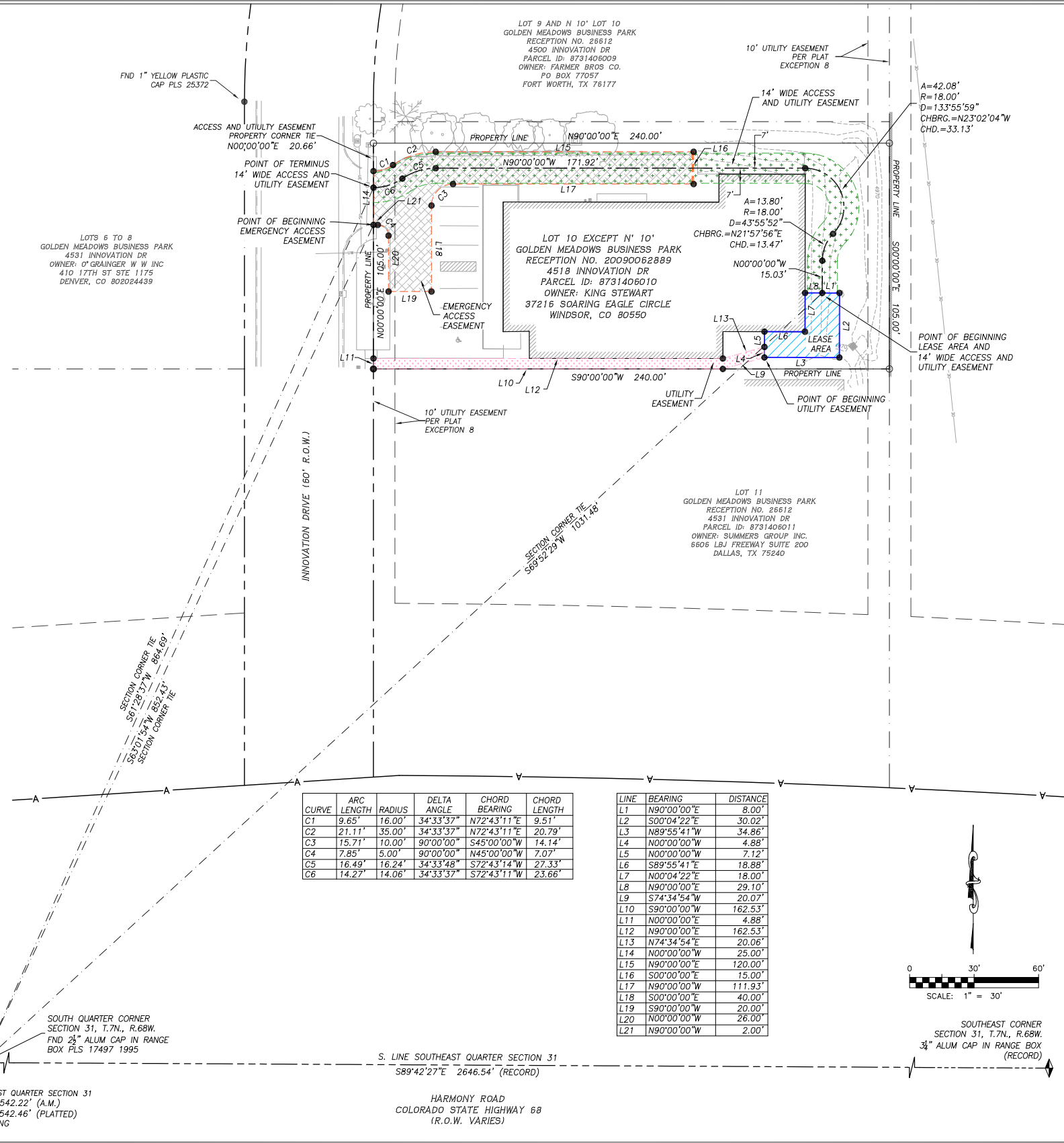
Rev:	Date:	Description:	By:
1	12/4/17	Survey	AV
2	12/8/17	Add Esmt & Lease	RD
3	2/20/18	Rev Esmt & Lease	RD
4	4/18/18	Add Esmt	AV
5	3/18/19	Rev Esmts & Lease	JN

PROJECT INFORMATION:		
SITE NAME:	ROCKY MOUNTAIN ARCHERY	
SITE ADDRESS:	4518 INNOVATION DRIVE FORT COLLINS, COLORADO 80525	
VERTICAL BRIDGE SITE NUMBER:	US-CO-5082	
DRAWN BY:	CHK BY:	APV BY:
AV	RD	RD

LAND SURVEY
 Sheet Number:
LS2

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

PROPOSED ACCESS AND UTILITY EASEMENT DETAIL



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	9.65'	16.00'	34°33'37"	N72°43'11"E	9.51'
C2	21.11'	35.00'	34°33'37"	N72°43'11"E	20.79'
C3	15.71'	10.00'	90°00'00"	S45°00'00"W	14.14'
C4	7.85'	5.00'	90°00'00"	N45°00'00"W	7.07'
C5	16.49'	16.24'	34°33'48"	S72°43'14"W	27.33'
C6	14.27'	14.06'	34°33'37"	S72°43'11"W	23.66'

LINE	BEARING	DISTANCE
L1	N90°00'00"E	8.00'
L2	S00°04'22"E	30.02'
L3	N89°55'41"W	34.86'
L4	N00°00'00"W	4.88'
L5	N00°00'00"W	7.12'
L6	S89°55'41"E	18.88'
L7	N00°04'22"E	18.00'
L8	N90°00'00"E	29.10'
L9	S74°34'54"W	20.07'
L10	S90°00'00"W	162.53'
L11	N00°00'00"E	4.88'
L12	N90°00'00"E	162.53'
L13	N74°34'54"E	20.06'
L14	N00°00'00"W	25.00'
L15	N90°00'00"E	120.00'
L16	S00°00'00"E	15.00'
L17	N90°00'00"W	111.93'
L18	S00°00'00"E	40.00'
L19	S90°00'00"W	20.00'
L20	N00°00'00"W	26.00'
L21	N90°00'00"W	2.00'

14' WIDE ACCESS AND UTILITY EASEMENT:
 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:
 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 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;
 THENCE 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°43'11" 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.
 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 Tract.

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 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 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 00°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 20.79 feet;
 THENCE North 90°00'00" East, a distance of 120.00 feet;
 THENCE South 00°00'00" East, a distance of 15.00 feet;
 THENCE North 90°00'00" West, a distance of 111.93 feet;
 THENCE along a curve to the left, an arc length of 15.71 feet, said curve having a radius of 10.00 feet, a delta angle of 90°00'00", a chord bearing of South 45°00'00" West, and a chord length of 14.14 feet;
 THENCE South 00°00'00" East, a distance of 40.00 feet;
 THENCE South 90°00'00" West, a distance of 20.00 feet;
 THENCE North 00°00'00" 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.
 Containing 3281 Square Feet, or 0.075 Acres, more or less.

LEASE AREA 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 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 hereon.
 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°00'00" East, a distance of 8.00 feet;
 THENCE South 00°04'22" 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 South 89°55'41" East, a distance of 18.88 feet along said building exterior;
 THENCE North 00°04'22" East, a distance of 18.00 feet along said building exterior;
 THENCE North 90°00'00" East, a distance of 8.00 feet to the Point of Beginning.
 Containing 707 Square Feet, or 0.016 Acres, more or less.

UTILITY EASEMENT LEGAL DESCRIPTION:
 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 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 the hereinbefore 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 (Parent Tract);
 THENCE North 90°00'00" West, along said south line, a distance of 162.53 feet to the southwest corner of said Parent Tract;
 THENCE North 00°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 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.

SOUTHWEST CORNER SECTION 31, T.7N., R.68W.
 FND 3/4" ALUM CAP IN RANGE BOX PLS 38318 2012

SOUTH QUARTER CORNER SECTION 31, T.7N., R.68W.
 FND 3/4" ALUM CAP IN RANGE BOX PLS 17497 1995

S. LINE SOUTHWEST QUARTER SECTION 31
 N89°36'09"W 2542.22' (A.M.)
 S89°37'23"W 2542.46' (PLATTED)
 BASIS OF BEARING

S. LINE SOUTHEAST QUARTER SECTION 31
 S89°42'27"E 2646.54' (RECORD)

HARMONY ROAD
 COLORADO STATE HIGHWAY 68
 (R.O.W. VARIES)



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 7301 FEDERAL BOULEVARD STE. 300
 WESTMINSTER, CO 80030
 (303) 219-1178
 WWW.INFINIGY.COM



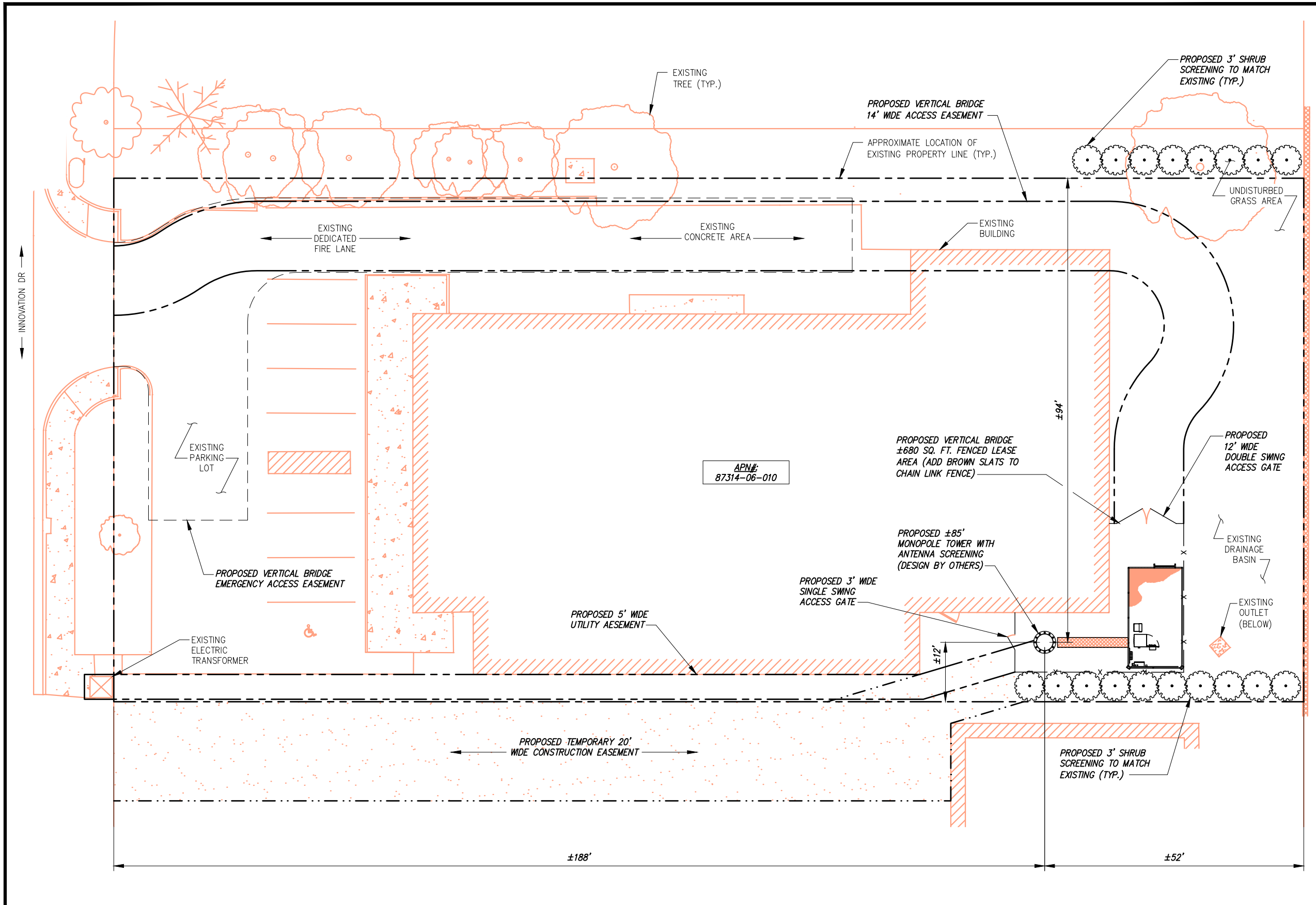
Rev:	Date:	Description:	By:
1	12/4/17	Survey	AV
2	12/8/17	Add Esmt & Lease	RD
3	2/20/18	Rev Esmt & Lease	RD
4	4/18/18	Add Esmt	AV
5	3/18/19	Rev Esmts & Lease	JN

PROJECT INFORMATION:
 SITE NAME: ROCKY MOUNTAIN ARCHERY
 SITE ADDRESS: 4518 INNOVATION DRIVE
 FORT COLLINS, COLORADO 80525
 VERTICAL BRIDGE SITE NUMBER: US-CO-5082

LAND SURVEY
 Sheet Number:

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

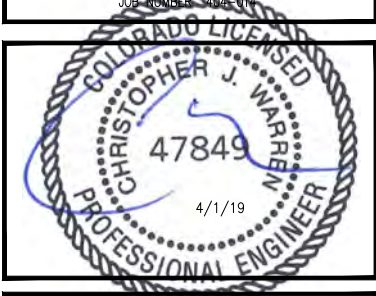
LS3



PLANS PREPARED FOR:
verticalbridge
 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:
INFINIGY
ENGINEERING, PLLC
 1490 W. 121ST AVENUE, SUITE 101
 WESTMINSTER, COLORADO 80234



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:

DESCRIPTION	DATE	BY	REV
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

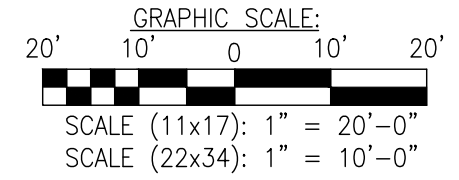
SITE ADDRESS:
 4518 INNOVATION DR
 FORT COLLINS, CO 80525

SHEET DESCRIPTION:
OVERALL SITE PLAN

SHEET NUMBER:
Z1

BASEMAPPING INFORMATION BASED ON INFORMATION OBTAINED FROM A SITE WALK COMPLETED BY INFINIGY ENGINEERING ON 10/10/17, AND A LAND SURVEY PROVIDED BY DALEY LAND SURVEYING INC., DATED 02/20/18. CONTRACTOR TO VERIFY FIELD CONDITIONS PRIOR TO ANY CONSTRUCTION.

1 OVERALL SITE PLAN
 SCALE: AS NOTED



INFINIGY ENGINEERING HAS NOT EVALUATED THE TOWER OR MOUNT FOR THIS SITE, AND ASSUMES NO RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. REFER TO STRUCTURAL ANALYSIS BY OTHERS PRIOR TO ANY CONSTRUCTION.

ANTENNA CONFIGURATIONS SHOWN FOR CONCEPTUAL PURPOSES ONLY. ANTENNA MODELS & LAYOUTS PENDING FINAL CARRIER RF DESIGN.

PLANS PREPARED FOR:



750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487
Office # (561) 948-6367

PLANS PREPARED FOR:

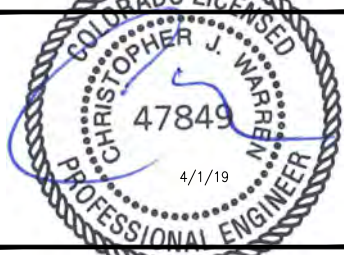


18400 East 22nd Avenue
Aurora, CO 80011

PLANS PREPARED BY:



1490 W. 121ST AVENUE, SUITE 101
WESTMINSTER, COLORADO 80234



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REVISIONS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR CONSTRUCTION	04/01/19	KMF	0

SITE NAME: **ROCKY MOUNTAIN ARCHERY**

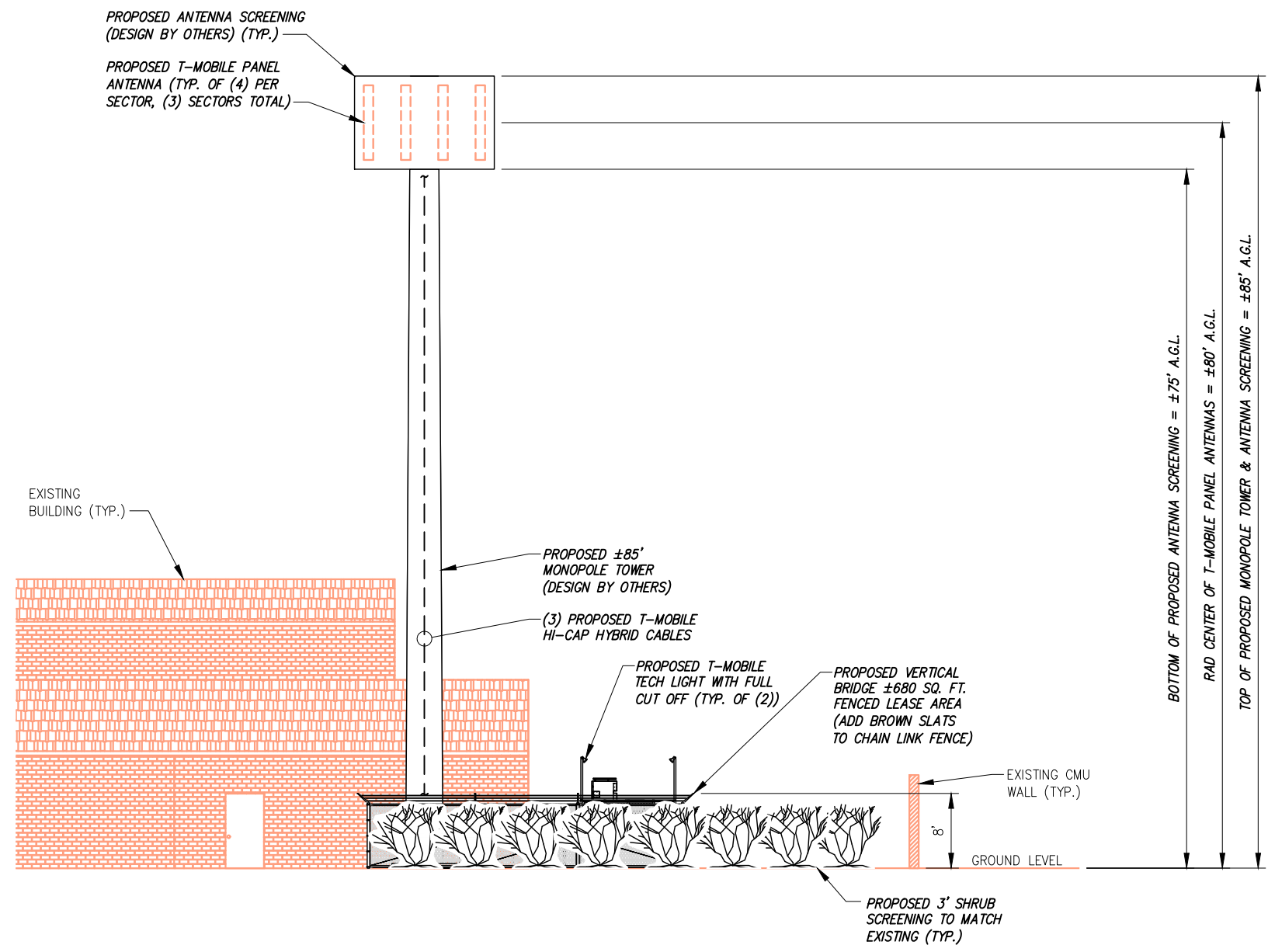
VERTICAL BRIDGE SITE NUMBER: **US-CO-5082**

T-MOBILE SITE NUMBER: **DN01586C**

SITE ADDRESS: **4518 INNOVATION DR
FORT COLLINS, CO 80525**

SHEET DESCRIPTION: **TOWER ELEVATION**


SHEET NUMBER: **Z4**



NOTE: PROPOSED LANDSCAPING NOT SHOWN FOR CLARITY

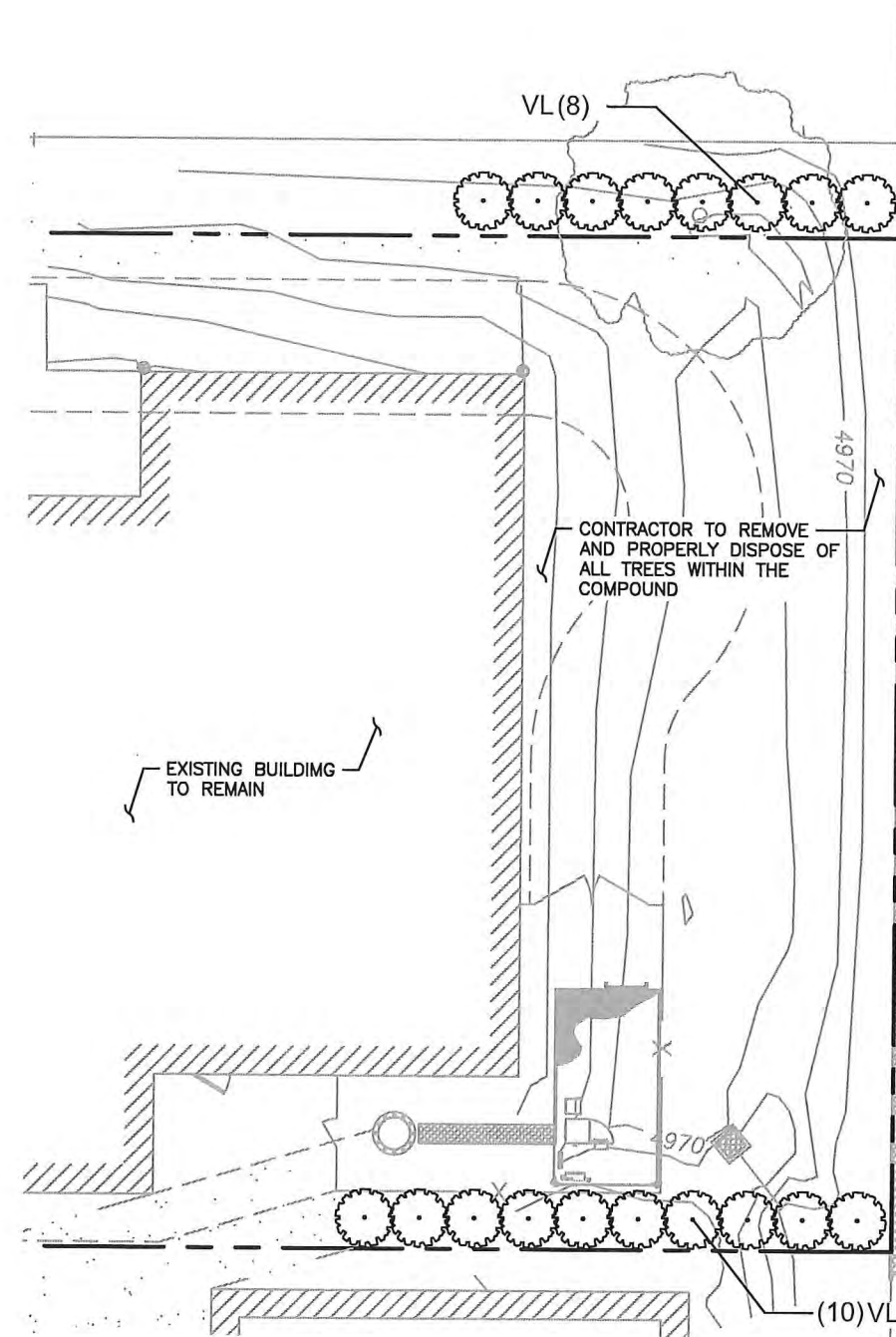
1 TOWER ELEVATION
-- NOT TO SCALE

PLANT SCHEDULE

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

NOTE:

- 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.
- ALL PLANTING BEDS TO RECEIVE 1-1/2" - 2" HORIZON RIVER ROCK MULCH BY PIONEER SAND AND STONE AT A 3" DEPTH.
- ALL CHANGES TO THE LANDSCAPE PLAN REQUIRES APPROVAL FROM THE TOWN OF PARKER PLANNING DEPARTMENT.
- 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.
- 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.



verticalbridge

750 PARK OF COMMERCE DRIVE
SUITE 200
BOCA RATON, FL 33487

T-Mobile

18400 E 22ND AVE
AURORA, CO 80011
(303) 257-0659

PLANS PREPARED BY:

Kimley»Horn

655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

REV	DATE	DESCRIPTION	BY
0	2/28/2019	ISSUED FOR REVIEW	

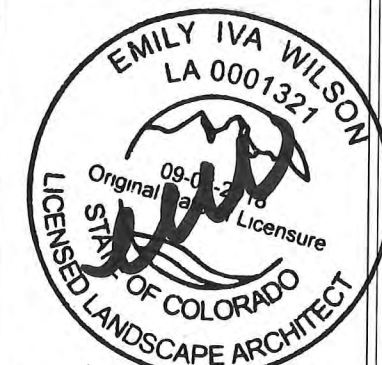
DRAWN BY: CHECKED BY:

NBB EIW

KHA PROJECT NUMBER:

140064037

ENGINEER SEAL:



03/27/19

PROJECT INFORMATION:

US-CO-5082
ROCKY MOUNTAIN
ARCHERY
4518 INNOVATION DR
FORT COLLINS, CO 80525

SHEET TITLE:

LANDSCAPE PLAN
& NOTES

SHEET NUMBER:

L-1

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

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

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

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

PANEL: PPC

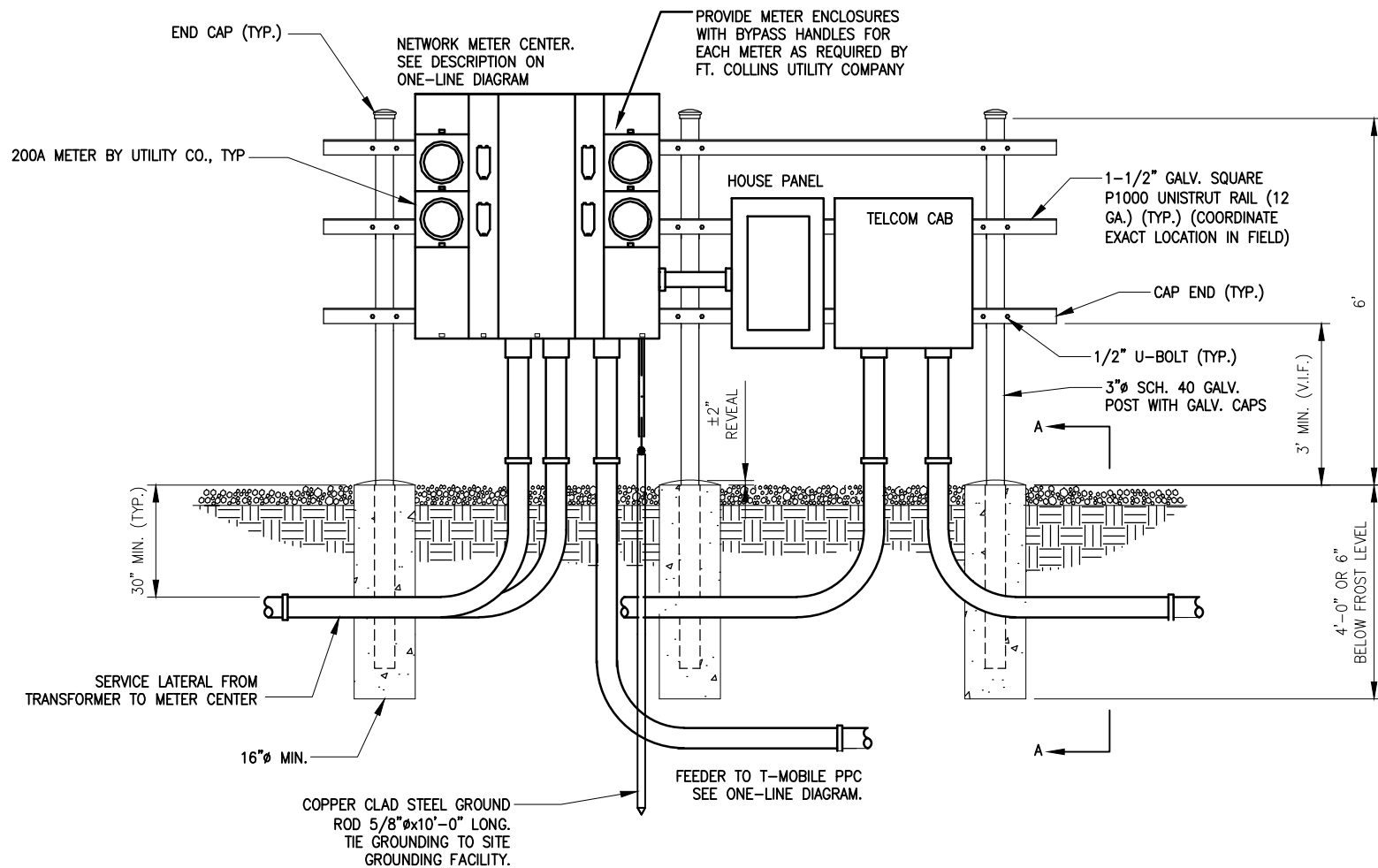
120/240 VOLTS SINGLE-PHASE 3-WIRE S/N WITH DUAL INTERLOCKING 200A MCBs NEMA 3R ENCL

DESCRIPTION	BKR	POLE	CKT	VA	φ	VA	CKT	POLE	BKR	DESCRIPTION
SURGE PROTECTOR	30	2	1	--	A	50	2	1	10	FAN
2P BRANCH	--	--	3	--	B		4			SPACE
RECEPTACLE/LIGHTS	15	1	5	230	A		6			SPACE
SPARE	20	1	7		B	1000	8	2	20	HEATER
SPACE			9		A	1000	10	--	--	2P BRANCH
SPACE			11		B	8,000	12	2	200	SITE SUPPORT CABINET
SPACE			13		A	8,000	14	--	--	--
SPACE			15		B	--	16	--	--	2P BRANCH
SPACE			17		A	--	18	--	--	--

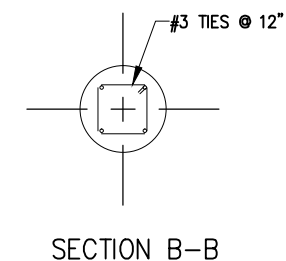
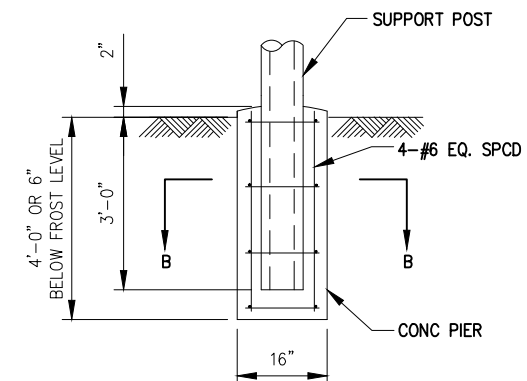
PANEL LOAD CALCULATIONS:

LIGHTING: 50 VOLTAMPS x 1.25 = 63 VA
RECEPTACLE: 180 VOLTAMPS x 1.00 = 180 VA
MISC. EQUIPMENT: 18050 VOLTAMPS x 1.00 = 18,050 VA

TOTAL CALCULATED CONNECTED LOAD: 18,280 VA
TOTAL CALCULATED DEMAND LOAD: 18,293 VA
TOTAL CALCULATED DEMAND LOAD: 88A @ 120/208V



SERVICE EQUIPMENT ELEVATION



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

PLANS PREPARED FOR:



750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487
Office # (561) 948-6367

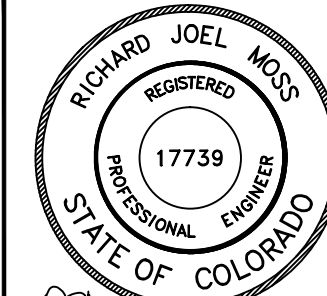
PLANS PREPARED BY:



1490 W. 121ST AVENUE, SUITE 101
WESTMINSTER, COLORADO 80234

JOB NUMBER 404-000

ENGINEERING LICENSE:



SIGNATURE: [Signature] 3.31.19
LIC EXP: 10.31.2019

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.

REVISIONS:

DESCRIPTION	DATE	BY	REV

ISSUED FOR REVIEW 3/31/19 RM A

SITE NAME:

ROCKY MOUNTAIN ARCHERY

VERTICAL BRIDGE SITE NUMBER:

US-CO-5082

SITE ADDRESS:

4518 INNOVATION DR.
FT. COLLINS, CO 80525

SHEET DESCRIPTION:

ELEC DETAILS

SHEET NUMBER:

ZE3

4818 INNOVATION DR PARCEL # 8731406010

AERIAL VIEW OF PROPERTY



FRONT OF PROPERTY

4818 INNOVATION DR PARCEL # 8731406010



NORTH VIEW OF PROPERTY FOR PROPOSED TOWER LOCATION



SOUTH VIEW OF PROPERTY FOR PROPOSED TOWER LOCATION

4818 INNOVATION DR PARCEL # 8731406010



SOUTH SIDE OF PROPERTY EAST VIEW



NORTH SIDE OF PROPERTY LOOKING WEST

4818 INNOVATION DR PARCEL # 8731406010



SOUTH SIDE OF PROPERTY LOOKING WEST

4818 INNOVATION DR PARCEL # 8731406010





Grainger (Rejected)

Site

Industrial Warehouse (Rejected)

Existing T-Mobile site forced to remove

Wolf Robotics (Rejected)

Union Pacific Railroad (Rejected)

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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"

Commitment Number: 26085939 Effective Date of Commitment: October 17, 2017 @ 8:00 am
Customer Reference: US-CO-5082 Prepared For: Vertical Bridge, LLC

Inquiries Should Be Directed To: Fidelity National Title Insurance Company
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Toll-Free phone: 866-552-0129

1. Policy or Policies to be issued:
 - A. ALTA OWNERS POLICY 2006 Amount: TBD
Proposed INSURED: Vertical Bridge Development, LLC
 - B. ALTA LOAN POLICY 2006 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: 
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 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 { document must recite marital status in 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

13. 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. 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.

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.

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

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

Types of Information Collected

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

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

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

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

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

How Information is Collected

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

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

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

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

Use of Collected Information

Information collected by FNF is used for three main purposes:

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

When Information Is Disclosed

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

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

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

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

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

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

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

Choices With Your Information

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

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

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

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

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

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

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

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

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

Information From Children

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

Privacy Outside the Website

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

International Users

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

The California Online Privacy Protection Act

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

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

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

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

Your Consent To This Privacy Notice

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

Accessing and Correcting Information; Contact Us

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

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

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

By:



President

Attest:



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

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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.

27C165B

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 <http://www.alta.org/arbitration>.



AFFIDAVIT OF NOTARY

I, _____ (please print name as commissioned),
the undersigned Notary Public, do hereby affirm and attest to Fidelity National Title Insurance Company one of the
following (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 service); 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 lawyer or law firm:

_____ ; or

- I am a notary working in a bank or credit union (this option is only applicable for notaries at banks {FDIC insured} and credit unions {NCUA insured} and is not applicable for notaries at mortgage companies or mortgage brokers).

Bank or credit union name: _____

Bank/credit union employee title: _____

Branch name or street address: _____

Telephone number of bank or credit union: _____

Date

Notary Public signature

(_____)_____
Telephone contact

Notary # or Seal for identification purposes

Fidelity National Title Insurance Company
OWNER'S AFFIDAVIT AND AGREEMENT

Commitment Number 26085939

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 4 months (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

Commitment Number 26085939

- 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.
11. 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 [Fidelity National Title Insurance Company](#) (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

Property Detail Report

4518 Innovation Dr, Fort Collins, CO 80525

APN: R0752703

Reference ID: 1506710353TSP669837

Larimer County Data as of: 09/18/2017

Owner Information

Owner Name: King Stewart
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: R0752703 Alternate APN: 8731406010 Census Tract / Block: 001008 / 1011
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

Transfer / Rec Date: 09/04/2009 / 09/10/2009 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
Lender: Fort Collins Commerce Bank
Title Company: North American Title

Prior Sale Information

Sale / Rec Date: / 02/04/2004 Sale Price / Type: \$94,500 / Confirmed Prior Deed Type: Deed
1st Mtg Amt / Type: \$86,056 / Conventional 1st Mtg Rate / Type: / Fix Prior Doc #: 2004.10788
Prior Lender: Advantage Bank

Property Characteristics


Gross Living Area: 9,983 Sq. 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):
Above Grade: Pool:
Basement Area: Fireplace:
Style: Unknown Cooling: Central
Foundation: Heating: Central
Quality: Average Exterior Wall: Roof Type:
Condition: Very Good Construction Type: Wood Roof Material:

Site Information

Land Use: Warehouse Lot Area: 25,200 Sq. Ft. Zoning:
State Use: Lot Width / Depth: # of Buildings: 1
County Use: Recreation Usable Lot: Res / Comm Units:
Site Influence: Acres: 0.58 Water / Sewer Type: Public / Public
Flood Zone Code: X Flood Map #: 08069C1000F Flood Map Date: 12/19/2006
Community Name: City Of Fort Collins Flood Panel #: 1000F Inside SFHA: 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  is displayed, or a record is designated "verified," Data Tree's algorithm matched fields from two or more data sources to confirm source data.



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

WARRANTY DEED

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

of the _____ County of LARIMER and State of COLORADO, the Grantor(s), and
STEWART KING

37126 Soaring Eagle Cr Windsor, CO 80550

whose legal address is : ~~4518 INNOVATION DRIVE FORT COLLINS, CO 80525~~
of the _____ County of LARIMER and State of COLORADO, 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 *** DOLLARS

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 LARIMER 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.

4518 INNOVATION, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: [Signature]
KEVIN BRINKMAN, MANAGER

STATE OF COLORADO)
)ss.
County of LARIMER)

DONNA MANCI
NOTARY PUBLIC
STATE OF COLORADO

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

My commission expires 11-14-09
Witness my hand and official seal.

[Signature]
Notary Public

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5, C.R.S.)

Escrow# FC25090386
Title# FCC25090386



When Recorded Return to: STEWART KING

37126 Soaring Eagle Cr
4518 INNOVATION DRIVE FORT COLLINS, CO 80525
Windsor, Co 80550
(8489898)