



# PARKER COLORADO

## TOWN OF PARKER COMMUNITY DEVELOPMENT DEPARTMENT LAND USE AND DEVELOPMENT APPLICATION

20120 E. Mainstreet, Parker, CO 80138

303/841.2332 (Phone) 303/841.3223 (Fax) <http://www.parkeronline.org> (internet)

### Instructions:

1. All applications must be typed or printed. Illegible applications may be rejected at the discretion of the Community Development Department.
2. All applicable sections must be completed, and the application signed by ALL parties of interest. Unsigned applications *WILL NOT* be processed.
3. All requisite Exhibit Attachments must be included if the application is to be deemed complete.

Type of Application:		OFFICIAL USE ONLY	Case # _____
<i>(Check All that Apply)</i>		Trakit #:	
<input type="checkbox"/> Amendment to Comprehensive Plan	<input type="checkbox"/> Vacation of Lot Line or Easement	Application Accepted by:	
<input type="checkbox"/> Annexation & Rezoning	<input type="checkbox"/> Use by Special Review	Date:	
<input type="checkbox"/> Rezoning or PD Amendment	<input type="checkbox"/> Variance	Fees:	
<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Site Plan	Receipt No.:	
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Site Plan Amendment	Application Reviewed by:	
<input type="checkbox"/> Final Plat	<input type="checkbox"/> Condo Plat	Date:	
<input type="checkbox"/> Minor Development Plat	<input type="checkbox"/> Amendment to SIA or Recorded Plat	Application Assigned to:	
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Other: _____	Date:	

PROPERTY	<b>Project Name:</b>			
	<b>Address or General Location:</b>			
	Section <input type="text"/>	<input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	Lot <input type="text"/>	
	Township <input type="text"/>		Block <input type="text"/>	
	Range <input type="text"/>		Filing No. <input type="text"/>	
	Total Acres: Gross <input type="text"/>	Net <input type="text"/>		
<b>Requested Application in Detail:</b>				

Property Owner of Record:		Applicant (if different from Property Owner):	
Name:		Name:	
Company:		Company:	
Address:		Address:	
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Project Representative or Consultant:		For Subject Property, List Utility Providers	
Name:		Water:	
Company:		Sanitary Sewer:	
Address:		Electricity:	
Phone:	Fax:	Gas:	
Email:		Telephone:	
<i>Note: Unless otherwise specified, all correspondence from the Town will be directed to the project representative.</i>		Cable:	
		Fire Protection:	

Current Property Zoning & Use:		Proposed Property Zoning & Use:	
Zoning:		Requested Zoning:	
IF PD, Specify Use:		If Applicable PD Name:	
Current Use:		If Rezoning Total Acreage:	
Subdivision:		Proposed Use:	

PROJECT INFO	<b>Proposals For Construction of New Residential, Commercial, or Industrial Buildings or Space</b>			
	Has prior residential project been approved for all or part of this project Yes <input type="checkbox"/> No <input type="checkbox"/> Total residential dwelling units requested: _____			
	Indicate total number of units: _____		Single Family Detached: _____ Single Family Attached: _____	
Multi-Family/Condominiums/Townhomes: _____				

**COMMERCIAL/INDUSTRIAL**

**Indicate the type of commercial/industrial development proposed (Check all that applies)**

- Retail     
  Other Commercial     
  Medical/Dental Office     
  High Tech Office     
  Business/Professional Office  
 Light Industrial     
  Warehouse     
  Other

Please provide additional descriptions as appropriate:

**What type of gross leasable square footage for each category indicated above?**

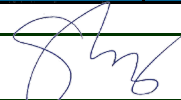
Type	No. of Buildings	Gross Square Footage	Leasable Square Footage

**By signing below, the Land Owner of Record, Applicant and Project representative are indicating that each understands and agrees to the following terms:**

1. Authorized personnel from the Town of Parker, and its consultants, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application.
2. The Property Owner of Record acknowledges and agrees that the Town of Parker may file liens against the subject property for any unpaid financial obligation owed to the Town related to reviewing and processing the application.
3. There are no known geologic, physical or biologic hazards, or vicious animals present on the subject property except as indicated in the attached Exhibit D.
4. All requirements for submission of this application for reviewing and processing by Town of Parker Community Development Department made in accordance with the Town's Land Development Code, and any and all applicable Town of Parker Ordinances and Resolutions.
5. All requisite fees have been paid to the Town of Parker.
6. All information contained in this application, the attached Exhibits, and other materials submitted in connection with this application are true and accurate to the best knowledge of the Applicant, Land Owner of Record and Project Representative. It is clearly understood and agreed to that false or untruthful information may be grounds for the Town to stop processing this application or withdrawing any approval granted based upon such false or untruthful information.
7. The Town of Parker is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
- 8. The schedule of Exhibit attachments, as described below, accompanies this application:**
- Exhibit A: Legal Description of Property.
- Exhibit B: Title Policy, current to within thirty (30) days of the date of signatures below.
- Exhibit C: Letter of Authorization from the Property Owner of Record, allowing Applicant and Project Representative to act on their behalf, and accepting ultimate financial obligation for expenses incurred by the Town of Parker as a result of the evaluation of this request.
- Exhibit D: Disclosure of any Geologic, Physical or Biologic Hazard present on site, or any vicious animals in residence on property.
- Exhibit E: Vicinity Map of Project Site.

**Property Owner of Record:**

Print Name: \_\_\_\_\_

Signature:  \_\_\_\_\_ Date: \_\_\_\_\_

**Applicant, if different from Property Owner:**

Print Name: \_\_\_\_\_


Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Project Representative or Consultant**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBIT A - LEGAL DESCRIPTION

 <i>First American Title</i> <sup>TM</sup>	<b>Commitment for Title Insurance</b>
	ISSUED BY First Integrity Title Company <b>as agent for</b> First American Title Insurance Company
<b>Exhibit A</b>	

## LEGAL DESCRIPTION

LOTS 1 AND 2, BLOCK 1, HORSESHOE RIDGE 1ST AMENDMENT SUBDIVISION, AS RECORDED AT RECEPTION NO. [2008006774](#) IN THE LAND RECORDS OF DOUGLAS COUNTY, STATE OF COLORADO

For information purposes only: Vacant Land, NWC Pardee & Hess Road, Parker, CO 80134

# EXHIBIT B - TITLE COMMITMENT



**STRENGTH | SERVICE | STABILITY**

## TITLE DEPARTMENT – DELIVERY TRANSMITTAL

**Closing Location:**  
3141 Walnut Street, Suite 101  
Denver, CO 80205  
Phone: (720)542-6940 Fax: (303)648-4238

Order No.: 109-1904150-R  
Property Address: Vacant Land, NWC Pardee & Hess Road, Parker, CO 80134  
Buyer(s)/Borrower(s): BRYTAR PARKER CO LP, a Texas Limited Partnership  
Seller(s):

### TITLE COMPANY

Benchmark Title  
Kate Adams  
kadams@bmktitle.com  
2007 Randall Street  
Dallas, TX 75201  
Phone:  
Fax:  
Cell:

Above is a list of clients to whom the attached materials have been delivered. Benchmark Title has several office locations in which to serve you. The location noted on the commitment may not be your closing location. Please contact the closer below to confirm the closing destination as well as any inquiries or questions you may have. We sincerely thank you for your business and look forward to serving you.

### FOR QUESTIONS OR COMMENTS:


**Escrow Officer:** Victoria Mack  
E-Mail Address: vmack@firstintegritytitle.com  
Phone:  
3141 Walnut Street, Suite 101  
Denver, CO 80205

### Escrow Assistant:

E-Mail Address:  
Phone:  
3141 Walnut Street, Suite 101  
Denver, CO 80205

### WIRE INSTRUCTIONS:

**BANK:** First Western Trust Bank  
**ABA NO.:** 102007011  
**ACCOUNT:** 2067300  
**CREDIT:** First Integrity Title Company  
**REFERENCE:** 109-1904150-R  
**All Cashier's Checks must be payable to First Integrity Title Company**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First Integrity Title Company as agent for First American Title Insurance Company</b>
<b>Commitment</b>	

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

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In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



Dennis J. Gilmore  
President




Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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## CONDITIONS

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

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	<small>ISSUED BY</small> <b>First Integrity Title Company as agent for First American Title Insurance Company</b>
<b>Schedule A</b>	

Order No.: **109-1904150-R**

1. Effective Date: April 23, 2019 at **8:00 A.M.**

2. Policy or Policies to be issued:

a. ALTA Loan Policy (06/17/06), <b>amount \$4,334,643.00</b>	<b>Premium \$4,071.00</b>
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Proposed Insured:  
 Independent Bank, its successors and/or assigns as their interests may appear

Tax Certificate x2	<b>\$50.00</b>
Endorsement CO 122-06 x12	<b>\$100.00</b>
Endorsement ALTA 9.3-06 CCR- LP	<b>\$815.00</b>
Endorsement ALTA 8.2-06 Environmental	<b>\$815.00</b>
Endorsement ALTA 17-06 Access and Entry	<b>\$100.00</b>
Endorsement ALTA 18.1-06 Mult Tax Parcel	<b>\$250.00</b>
Endorsement ALTA 25-06 Same as Survey	<b>\$815.00</b>
Endorsement ALTA 26-06 Subdivision	<b>\$200.00</b>

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

Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

[Brytar Parker CO LP, a Texas limited partnership which acquired title as Brytar Parker CO TLE, LP, a Texas limited partnership](#)

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

See Exhibit A attached hereto and made a part hereof.


Also known by street and number as: Vacant Land, NWC Pardee & Hess Road, Parker, CO 80134

**SCHEDULE A**  
(Continued)

First Integrity Title Company

*Carin Hogan*


Carin Hogan

 <i>First American Title</i> <sup>TM</sup>	<b>Commitment for Title Insurance</b>
	ISSUED BY First Integrity Title Company <b>as agent for</b> First American Title Insurance Company
<b>Exhibit A</b>	

**LEGAL DESCRIPTION**

LOTS 1 AND 2, BLOCK 1, HORSESHOE RIDGE 1ST AMENDMENT SUBDIVISION, AS RECORDED AT RECEPTION NO. [2008006774](#) IN THE LAND RECORDS OF DOUGLAS COUNTY, STATE OF COLORADO

For information purposes only: Vacant Land, NWC Pardee & Hess Road, Parker, CO 80134

 <b>First American Title™</b>	<h2>Commitment for Title Insurance</h2>
	<small>ISSUED BY</small> <b>First Integrity Title Company as agent for First American Title Insurance Company</b>
<h1>Schedule BI</h1>	

Order No.: 109-1904150-R

### REQUIREMENTS

The following are the requirements that must be met:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all the premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Receipt by the Company of the appropriate affidavit and indemnity executed by the owners of the subject property.
7. Release of the Deed of Trust from Brytar Parker CO TLE LP, a Texas limited partnership to the Public Trustee of Douglas County for the benefit of Wildcat Lending Fund One, LP to secure an indebtedness in the principal sum of \$1,100,000.00, and any other amounts and/or obligations secured thereby, dated July 31, 2018 and recorded on August 3, 2018 at Reception No. [2018046973](#).  
  
NOTE: Assignment of Rents in connection with the above Deed of Trust recorded August 3, 2018 at Reception No. [2018046974](#).
8. Termination of Financing Statement from Brytar Parker CO TLE LP, debtor, to Wildcat Lending Fund One, LP, secured party, recorded on August 3, 2018 at [2018046975](#).
9. Release of the Deed of Trust from Brytar Parker CO TLE LP a Texas limited partnership to the Public Trustee of Douglas County for the benefit of Charles A. Wallace to secure an indebtedness in the principal sum of \$155,000.00, and any other amounts and/or obligations secured thereby, dated July 31, 2018 and recorded on August 3, 2018 at Reception No. [2018046976](#).  
  
NOTE: Assignment of Rents in connection with the above Deed of Trust recorded August 3, 2018 at Reception No. [2018046977](#).
- NOTE: Due to the private lender identified on the above Deed of Trust, the Company requires the original Promissory Note marked Paid in Full along with a properly executed and notarized Release of Deed of Trust for delivery to the Public Trustee.
10. Termination of Financing Statement from Brytar Parker CO TLE LP, debtor, to Charles A. Wallace, secured party, recorded on August 3, 2018 at [2018046978](#).
11. The following entity documentation, must be furnished to First Integrity Title Company for review, to wit:

## SCHEDULE BI

(Continued)

- A. Copy of the Limited Partnership Agreement for Brytar Parker CO TLE LP, a Texas limited partnership and a copy of the Certificate of Limited Partnership as filed with the Texas Secretary of State;
  - B. Copy of the Operating Agreement for GP Brytar Parker CO TLE LLC, a Texas limited liability company, a copy of the Certificate of Good Standing and a copy of the Articles of Organization as filed with the Texas Secretary of State;
  - C. Copy of the Limited Partnership Agreement for Taryn Investments Limited partnership, a Texas limited partnership and a copy of the Certificate of Limited Partnership as filed with the Texas Secretary of State;
  - D. Copy of the Operating Agreement for G.P. Taryn Investments, L.L.C., a Texas limited liability company; a copy of the Certificate of Good Standing and a copy of the Articles of Organization as filed with the Texas Secretary of State;
12. Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein for the benefit of the proposed insured, Schedule A, item 2(a), 2(b) or 2(c).
13. Record a Disburser's Notice prior to the first disbursement as required by Colorado Revised Statutes §38-22-126. Said Disburser's Notice must contain the following 1) Name and address of the property owner; 2) Name, addresses and telephone number of the primary contractor; 3) Name, address and telephone numbers of the Disburser; 4) Legal description and street address of the subject property.

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**NOTE:** According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:


**Special Warranty Deed recorded August 3, 2018 at Reception No. [2018046972](#)**

**Special Warranty Deed recorded May 31, 2018 at Reception No. [2018032606](#)**

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***THE PARTIES INVOLVED IN THE TRANSACTION MUST INFORM THE COMPANY, IN WRITING, IF ANY PORTION OF THE PROPERTY WILL BE USED IN CONNECTION WITH THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA.***

***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 PERMITTED TO PROVIDE ESCROW SERVICES OR TITLE INSURANCE FOR ANY TRANSACTION INVOLVING REAL PROPERTY THAT IS ASSOCIATED WITH THESE ACTIVITIES.***

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY First Integrity Title Company <b>as agent for</b> First American Title Insurance Company
<b>Schedule BII</b>	

Order No.: 109-1904150-R

**EXCEPTIONS**

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. Rights or claims of parties in possession not shown in the public records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party walls and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
7. Taxes for the current year, including all taxes now or heretofore assessed, due, or payable.
8. SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS, AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED AS RESERVED IN PATENT RECORDED JULY 20, 1898 IN [BOOK 12 AT PAGE 90](#).
9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE REAL PROPERTY INCLUSION AGREEMENT RECORDED ON APRIL 7, 2004 AT RECEPTION NO. [2004034917](#).
10. EFFECT OF ORDER OF INCLUSION RECORDED ON APRIL 7, 2004 AT RECEPTION NO. [2004034929](#).
11. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE ORDINANCE NO. 2.158, SERIES OF 2004 RECORDED ON JUNE 15, 2005 AT RECEPTION NO. [2005053938](#).
12. EFFECT OF ANNEXATION MAP RECORDED JUNE 15, 2005 AT RECEPTION NO. [2005053939](#).
13. INTENTIONALLY DELETED.

## SCHEDULE BII

(Continued)

14. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE ORDINANCE NO. 3.225, SERIES OF 2004 RECORDED ON JUNE 15, 2005 AT RECEPTION NO. [2005053941](#).
15. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE HORSESHOE RIDGE PD COMMUNITY DEVELOPMENT PLAN AND GUIDE RECORDED ON JUNE 15, 2005 AT RECEPTION NO. [2005053942](#).
16. ANY AND ALL NOTES AND RECITALS AS DISCLOSED ON THE MAP OF HORSESHOE RIDGE P.D., RECORDED JUNE 15, 2005 AT RECEPTION NO. [2005053943](#).
17. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE ORDER AND DECREE ORGANIZING HORSESHOE RIDE METROPOLITAN DISTRICT NO. 3 RECORDED ON DECEMBER 9, 2005 AT RECEPTION NO. [2005118995](#).
18. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE ORDER FOR INCLUSION OF REAL PROPERTY INTO THE BOUNDARIES OF HORSESHOE RIDGE METROPOLITAN DISTRICT NO. 3 RECORDED ON FEBRUARY 15, 2006 AT RECEPTION NO. [2006013241](#).
19. ANY AND ALL NOTES, EASEMENTS AND RECITALS AS DISCLOSED ON THE PLAT OF HORSESHOE RIDGE, RECORDED FEBRUARY 16, 2006 AT RECEPTION NO. [2006013447](#).  
  
NOTE: RATIFICATION OF PLAT RECORDED FEBRUARY 16, 2006 AT RECEPTION NO. [2006013448](#).
20. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE SUBDIVISION AGREEMENT RECORDED ON FEBRUARY 16, 2006 AT RECEPTION NO. [2006013449](#).
21. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE DEVELOPMENT AGREEMENT FOR MOTSENBOCKER ROAD IMPROVEMENTS RECORDED ON FEBRUARY 16, 2006 AT RECEPTION NO. [2006013450](#).
22. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE WATER AND/OR SEWER MAIN IMPROVEMENT AGREEMENT RECORDED ON JULY 3, 2006 AT RECEPTION NO. [2006056384](#).
23. ANY AND ALL NOTES, EASEMENTS AND RECITALS AS DISCLOSED ON THE PLAT OF HORSESHOE RIDGE SUBDIVISION 1ST AMENDMENT, RECORDED JANUARY 30, 2008 AT RECEPTION NO. [2008006774](#).
24. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE SUBDIVISION AGREEMENT RECORDED ON JANUARY 30, 2008 AT RECEPTION NO. [2008006775](#).
25. THE FOLLOWING MATTERS DISCLOSED BY ALTA/NSPS LAND TITLE SURVEY PREPARED BY PLS CORPORATION ON APRIL 12, 2019, PROJECT NO. 18136.002:
  - 1.) ENCROACHMENT OF THE ELECTRIC TRANSFORMER BOX LYING 2.5 FEET OUTSIDE OF EASEMENT;
  - 2.) FENCING DOES NOT CONFORM TO WESTERLY PROPERTY LINE (BEING THE NORTHWESTERLY PORTION OF LOT 1)
26. PENDING DISBURSEMENT OF FULL PROCEEDS OF THE LOAN SECURED BY THE DEED OF TRUST COVERED BY THE POLICY, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASES AS SUCH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT ANY ACTUAL KNOWLEDGE OF ANY DEFECTS IN OR OBJECTIONS TO THE TITLE, UP TO THE FACE AMOUNT OF THE THIS POLICY.



## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.**

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

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:**

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. The Company must receive payment of the appropriate premium.**

**E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

# EXHIBIT C - LETTER OF AUTHORIZATION

## Exhibit C to Town of Parker Land Use Application

Letter of Authorization from Property Owner

May 13, 2019

Community Development Department  
Town of Parker  
20120 East Mainstreet  
Parker, CO 80138

Regarding: Property Owner Letter of Authorization

Name of Project: Site Plan – Retail/Restaurant – Lot 2 Block 1 Horseshoe Ridge 1<sup>st</sup> Amendment

I, Scott Remphrey, as Managing Member for Brytar Parker CO LP, hereby certify that I am the legal owner of record of the land, described in the attached Legal Description (See Exhibit A to this Land Use Application), and do hereby authorize Jeanne Shaffer, with Groundwork Entitlement Services, LLC to process this land use application on behalf of the subject property.

I understand that in the review of this project, by providing this authorization, I will allow Town of Parker Staff to enter the subject property for purposes of evaluating this land use request, as the specifics of this application may require.

I also understand that as part of the review of this project, the Town may find it necessary to outsource certain aspects of the review. Although there is a Charge Back Agreement submitted by the applicant for payment of those outsourced review fees which specifies that the applicant shall pay such fees, ultimately, it is the subject property, itself, which encumbers the ultimate responsibility for repayment of those fees in the event of default of payment by the applicant. Should this occur, I understand that the Town has, as part of its remedies under the Charge Back Agreement and Land Use Application, the imposition of liens against the property, should such become necessary.

\_\_\_\_\_  
Signature of Property Owner

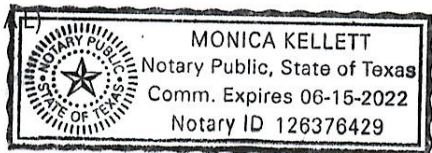
*Print Name/Title:* Scott D. Remphrey, Managing Partner  
*Company:* Brytar Companies (Brytar Parker CO, LP)  
*Address:* 8117 Preston Road #300  
Dallas, TX 75225  
*Phone Number:* 214-632-4860

STATE OF TEXAS            )  
  )ss.  
COUNTY OF DALLAS        )

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Scott Remphrey, as Managing Member of Brytar Parker CO LP.

My commission expires: 06/15/22

(S E



Monica Kellett  
Notary Public

# EXHIBIT D - DISCLOSURE LETTER

## Exhibit D to Town of Parker Land Use Application

*Disclosure Letter*

May 15, 2019

Community Development Department  
Town of Parker  
20120 East Mainstreet  
Parker, CO 80138

Regarding: Disclosure Letter of Known Hazards on Site

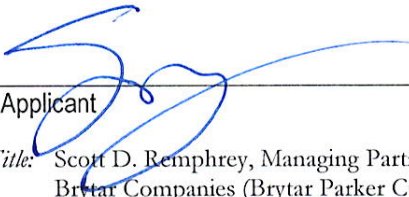
Name of Project: Site Plan – Retail/Restaurant – Lot 2 Block 1 Horseshoe Ridge 1<sup>st</sup> Amendment

As applicant for the above referenced project, we understand that Town staff and its consultants may need to visit the subject property for the purpose of observation, assessment, measurement or analysis of the property related to the land development request we have submitted. Consistent with the Town's Risk Management policies, the purpose of this disclosure letter is to advise the Town of any know Geologic, Biologic, or Physical Hazards on site, or of vicious animals present on site.

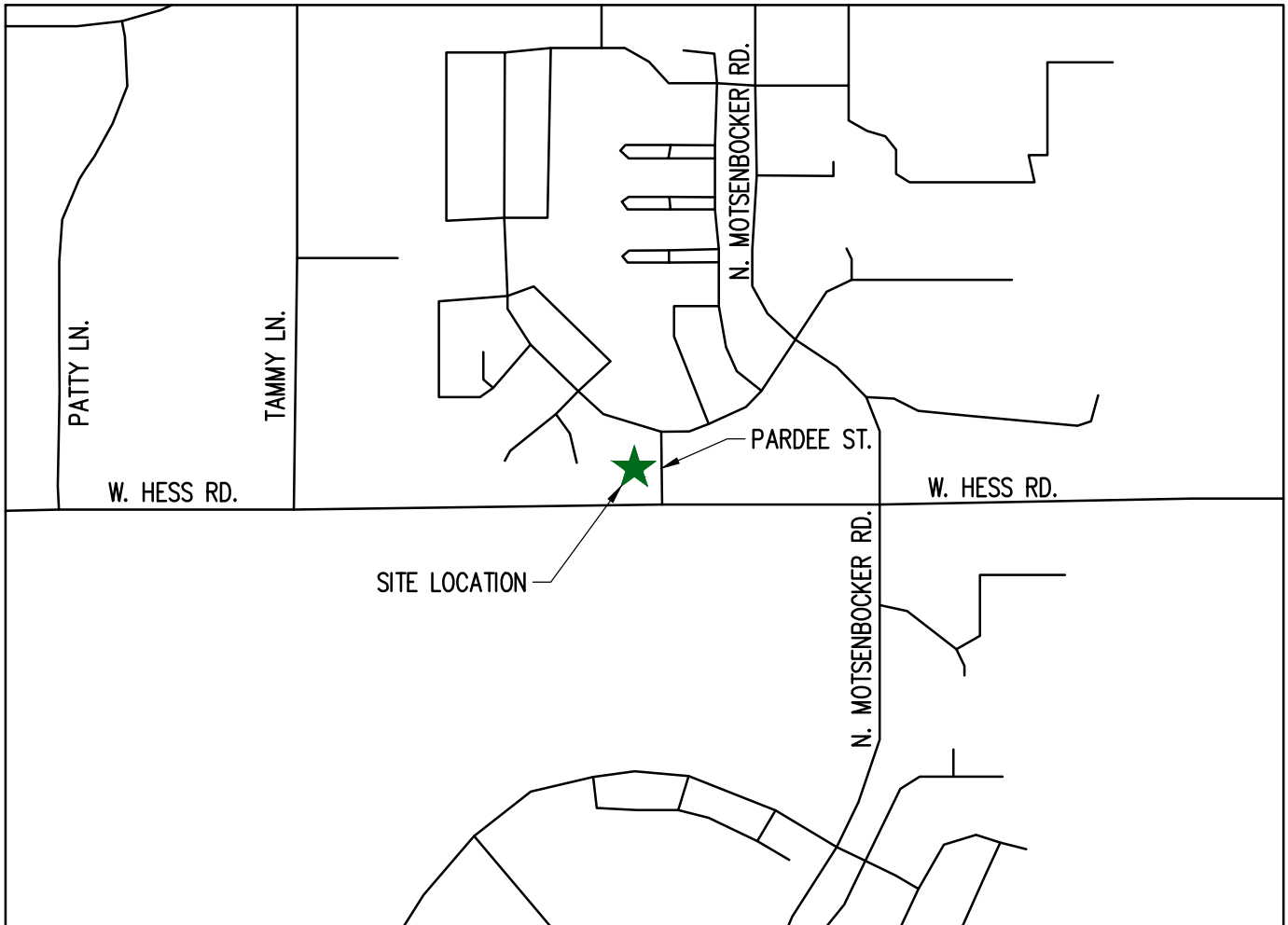
We are therefore advising the Town that to the best of our knowledge and understanding regarding the subject property, there are no known hazards on site for which Town staff would need to take precautions before entering the property.

Should you have any questions or require clarification of the above referenced information, you may contact us using the information below.

Signature of Applicant

  
*Print Name/Title:* Scott D. Remphrey, Managing Partner  
*Company:* Brytar Companies (Brytar Parker CO, LP)  
*Address:* 8117 Preston Road #300  
Dallas, TX 75225  
*Phone Number:* 214-632-4860

# EXHIBIT E - VICINITY MAP



SCALE 1:1000

VICINITY MAP

