



**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>			
<input type="checkbox"/> Amendment to Comprehensive Plan	<input type="checkbox"/> Vacation of Lot Line or Easement	Trakit #:	
<input type="checkbox"/> Annexation & Rezoning	<input type="checkbox"/> Use by Special Review	Application Accepted by:	
<input type="checkbox"/> Rezoning or PD Amendment	<input type="checkbox"/> Variance	Date:	
<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Site Plan	Fees:	
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Site Plan Amendment	Receipt No.:	
<input checked="" type="checkbox"/> Final Plat	<input type="checkbox"/> Condo Plat	Application Reviewed by:	
<input type="checkbox"/> Minor Development Plat	<input type="checkbox"/> Amendment to SIA or Recorded Plat	Date:	
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Other: _____	Application Assigned to:	
		Date:	

Project Name:			
Address or General Location:			
Section	4, 8, & 9	<input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	Lot
Township	7 S	SW 1/4 Section 4, NE 1/4 Section 8, N 1/2 Section 9, and SW 1/4 Section 9	Block
Range	66 W		Filing No. 1
Total Acres: Gross	247.745	Net	247.745
Requested Application in Detail: Application for Final Plat for Filing 1 of the Trails at Crowfoot Subdivision. Filing 1 Contains no "buildable" lots and will be re-platted by other filings.			

PROPERTY OWNER OF RECORD:	APPLICANT (if different from Property Owner):
Name: Matt Janke	Name:
Company: E5X Management	Company:
Address: 7353 South Alton Way	Address:
Centennial CO, 80112	
Phone: 303-770-9111 Fax:	Phone: Fax:
Email: mjanke@E5XManagement.com	Email:

CONTACTS	PROJECT REPRESENTATIVE OR CONSULTANT:	FOR SUBJECT PROPERTY, LIST UTILITY PROVIDERS
Name: Brian Wilson	Water: Parker Water and Sanitation	
Company: CVL Consultants of Colorado, Inc.	Sanitary Sewer: Parker Water and Sanitation	
Address: 10333 E Dry Creek Ste 240	Electricity: IREA	
Englewood Co 80112	Gas: Xcel Energy	
Phone: 720-249-3588 Fax: 720-482-9546	Telephone:	
Email: bwilson@cvlci.com	Cable:	
	Fire Protection: South Metro Fire District	
<i>Note: Unless otherwise specified, all correspondence from the Town will be directed to the project representative.</i>		

PROJECT INFO	CURRENT PROPERTY ZONING & USE:	PROPOSED PROPERTY ZONING & USE:
Zoning: Residential	Requested Zoning:	
IF PD, Specify Use: Residential	If Applicable PD Name: Hess Ranch Planned Development Amendment No. 1	
Current Use: Agricultural	If Rezoning Total Acreage:	
Subdivision:	Proposed Use: Residential and Open Space	

PROPOSALS FOR CONSTRUCTION OF NEW RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL BUILDINGS OR SPACE	
Has prior residential project been approved for all or part of this project	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Total residential dwelling units requested: 0
Indicate total number of units: 0 Single Family Detached: 0	Single Family Attached: 0
Multi-Family/Condominiums/Townhomes: 0	

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

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

Please provide additional descriptions as appropriate:

This plat establishes the major infrastructure for the development of future filings

**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:** Matt Janke  
**Signature:** *Matt Janke, Member HA 935 LLC*      **Date:** 12/1/17

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

**Print Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**Project Representative or Consultant**

**Print Name:** Brian Wilson  
**Signature:** *Brian P. Wilson*      **Date:** 12/4/17

# TOWN OF PARKER DEVELOPMENT REVIEW FEE SCHEDULE

**MAKE CHECKS PAYABLE TO: TOWN OF PARKER**

Adopted by Resolution No. 03-070

ZONING		FEE	SUBDIVISION	FEE	MISCELLANEOUS	FEE
ANNEXATION		SKETCH PLAN	MISCELLANEOUS			
	See Rezoning			Base Fee 400.00 plus 25.00/gross acre	<b>SITE PLAN</b> > Residential > Non Residential > Amendment requiring PC Approval > Amendment/requiring Administrative Approval	Base Fee 500.00 10.00/du 50.00/gross acre 250.00
<b>ANNEXATION AGREEMENT AMENDMENT</b>	400.00	<b>PRELIMINARY PLAN</b>		Base Fee 400.00 plus 10.00/residential lot or unit or 25.00/gross acre for non residential		150.00
<b>REZONING</b> > To a Residential Zone District (excluding Planned Development)	Base Fee 350.00 plus 0-99 acre 10.00/gross acre 100-320 acre 15.00/gross acre 321 + acres 20.00/gross acre	<b>PRELIMINARY PLAN AMENDMENT</b>		Base Fee 350.00		
> To Non Residential Zone District (excluding Planned Development)	Base Fee 400.00 plus 75.00/gross acre	<b>FINAL PLAT</b>		Base Fee 500.00 plus 10.00/residential lot or unit or 30.00/gross acre for non residential	<b>BUILDING PERMIT**</b> > Site Plans > New residential > Tenant Finish > Administrative Review > Additions and minor revisions	85.00 50.00 10.00 10.00 10.00
> To a Planned Development Zone District	Base Fee 400.00 plus 0-99 acre: 10.00/gross acre 100-320 acres: 15.00/gross acre 321 + acres: 20.00/gross acre plus 5.00 per dwelling unit	<b>FINAL PLAT AMENDMENT (Replat)</b>		Base Fee 350.00		
<b>PLANNED DEVELOPMENT</b> > Amendment to Development Guide Amendment to Development Map > Minor Amendment > Major Amendment <b>NOTE:</b> Amendments requiring a Development Guide and a Development Map Amendment will be charged both fees	350.00 Per Application  Base Fee 350.00 plus Base Fee 350.00 plus 0-99 acres 4.00/gross acre 100-320 acres 6.00/gross acre 321+acres 8.00/gross acre	<b>MINOR DEVELOPMENT</b>		Base Fee 500.00 plus 10.00/residential lot or unit or 30.00/gross acre for non residential		200.00 150.00
<b>USE BY SPECIAL REVIEW</b> > General > CMRS (Commercial Mobile Radio Service) > CMRS Administrative Approval (per 13.12.040(e))	350.00 Base Fee plus 15.00/gross acre  300.00 100.00	<b>CONDO PLAT</b>		Base Fee 300.00 plus 5.00/residential lot or unit or 20.00/gross acre for non residential	<b>VARIANCE</b> > Land Use > Sign	
		<b>CONDO PLAT</b>		plus 5.00 per dwelling unit		
		<b>PLANNED DEVELOPMENT</b>		350.00 Per Application	<b>WAIVER</b> > Land Development Code	100.00
		<b>ANNEXATION AGREEMENT AMENDMENT</b>		Base Fee 350.00 plus Base Fee 350.00 plus 0-99 acres 4.00/gross acre 100-320 acres 6.00/gross acre 321+acres 8.00/gross acre	<b>APPEALS</b> > To Town Council	100.00
		<b>REZONING</b>		Base Fee 400.00 plus 75.00/gross acre	<b>TEMPORARY USE/ENDORSEMENT PERMIT</b> > Extension if applicable	50.00 15.00
		<b>ANNEXATION AGREEMENT AMENDMENT</b>		400.00	<b>SIGN PERMIT</b> > New > Planned Sign Program > Planned Sign Program Amendment	75.00 200.00 75.00
		<b>REZONING</b>		300.00 100.00	<b>RESIDENTIAL DESIGN MINIMUMS</b> > Subdivision > Changes	250.00 100.00

**LANDSCAPE, DRAINAGE AND ROAD CONSTRUCTION PLANS:** Town consultants charge a plan review on an hourly basis. These costs are charged to the applicant plus 15% to cover administrative costs. Site inspections for construction and erosion control observations are charged on the same basis.

**PUBLIC NOTICE FEE:** The applicant shall be charged back the cost of publishing any public notices required for an annexation request. The Town shall bill this cost plus a 15% administration fee.

**\*\*BUILDING PERMITS SITE PLAN REVIEW:** For attached units, review will be based on each bldg. Fee includes building permit review & Certificate of Occupancy inspection. Amendments to existing commercial projects will be assessed the site plan administrative review fee. *New Residential:* Includes plot plan, Improvement Location Certificate review, & Grading Certificate submittal. *Administrative Review:* Minor changes include: room or building additions, decks, patios and driveway additions, enclosures, & accessory structures.

# **EXHIBIT A**

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF SECTIONS 4, 8 AND 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTH QUARTER CORNER OF SAID SECTION 9 AND CONSIDERING EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 BEING MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 9 BY A 3-1/4" ALUMINUM CAP STAMPED LS 23053 AND AT THE EAST QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 TO BEAR SOUTH 00°15'06" EAST, 2648.70 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°26'53" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 21.86 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 29°11'26", AN ARC LENGTH OF 794.77 FEET, THE CHORD OF WHICH BEARS SOUTH 14°52'31" EAST, 786.20 FEET;

THENCE SOUTH 00°16'48" EAST, A DISTANCE OF 27.17 FEET;

THENCE SOUTH 89°43'12" WEST, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 00°16'48" EAST, A DISTANCE OF 94.00 FEET;

THENCE SOUTH 44°43'12" WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 00°16'48" EAST, A DISTANCE OF 754.01 FEET;

THENCE SOUTH 45°16'48" EAST, A DISTANCE OF 49.50 FEET;

THENCE SOUTH 00°16'48" EAST, A DISTANCE OF 110.00 FEET;

THENCE SOUTH 44°43'12" WEST, A DISTANCE OF 49.50 FEET;

THENCE SOUTH 00°16'48" EAST, A DISTANCE OF 187.34 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 05°04'56", AN ARC LENGTH OF 98.90 FEET, THE CHORD OF WHICH BEARS SOUTH 02°15'40" WEST, 98.87 FEET;

THENCE SOUTH 09°00'23" WEST, A DISTANCE OF 284.62 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 968.00 FEET, A CENTRAL ANGLE OF 09°17'08", AN ARC LENGTH OF 156.88 FEET, THE CHORD OF WHICH BEARS SOUTH 04°21'49" WEST, 156.70 FEET;

THENCE SOUTH 00°16'45" EAST, A DISTANCE OF 89.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89°25'59" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 72.00 FEET TO A POINT BEING THE CENTER QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 00°16'45" EAST ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1329.96 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 9;

THENCE SOUTH 89°28'14" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2658.57 FEET TO THE SOUTH 1/16 CORNER OF SAID SECTION 9;

THENCE NORTH 00°23'37" WEST ALONG THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1328.03 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89°22'24" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 616.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE CROWFOOT VALLEY ROAD AS DESCRIBED IN QUIT CLAIM DEED RECORDED SEPTEMBER 24, 2009 AT RECEPTION NUMBER 2009075004 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CROWFOOT VALLEY ROAD, THE FOLLOWING SEVEN (7) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1690.00 FEET, A CENTRAL ANGLE OF 11°07'42", AN ARC LENGTH OF 328.25 FEET, THE CHORD OF WHICH BEARS NORTH 41°55'04" EAST, 327.73 FEET;
2. NORTH 36°21'12" EAST, A DISTANCE OF 2996.23 FEET;
3. NORTH 37°50'11" EAST, A DISTANCE OF 31.38 FEET;
4. NORTH 37°50'27" EAST, A DISTANCE OF 428.29 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 7586.00 FEET, A CENTRAL ANGLE OF 02°11'42", AN ARC LENGTH OF 290.62 FEET, THE CHORD OF WHICH BEARS NORTH 40°39'52" EAST, 290.60 FEET;
6. NORTH 41°45'43" EAST, A DISTANCE OF 958.65 FEET;
7. NORTH 43°01'11" EAST, A DISTANCE OF 231.46 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00°03'18" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1442.10 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL 1 CONTAINING A CALCULATED AREA OF 10,791,788 SQUARE FEET OR 247.745 ACRES, MORE OR LESS.

# **EXHIBIT B**

**Commonwealth Land Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** H0513965-023-CNX-CN Amendment No. 2

1. **Effective Date:** April 4, 2018 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:  
A Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:  
**HR935, LLC, a Colorado limited liability company**
4. The land referred to in this Title Report is described as follows:

**[See Attached Legal Description](#)**

(for informational purposes only) TRAILS AT CROWFOOT FILING 1, PARKER, CO

## Attached Legal Description

### LEGAL DESCRIPTION FOR TRAILS ON CROWFOOT FILING 1

#### LEGAL DESCRIPTION

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**WILLIAM F. HESSELBACH JR., P.L.S. 25369**  
**FOR AND ON BEHALF OF**  
**CVL CONSULTANTS OF COLORADO, INC.**  
**10333 E. DRY CREEK ROAD, SUITE 240**  
**ENGLEWOOD, CO 80112**

## SCHEDULE B

### Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. 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 or intersect the premises as reserved in United States Patent recorded January 6, 1878 in Book H at Page 447 (Affects S/2 SW/4 Section 4).
9. 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 or intersect the premises as reserved in United States Patent recorded May 16, 1881 in Book K at Page 473. (Affects SE1/4 NE1/4 of Section 8 and the SW1/4 NW1/4 of Section 9).
10. Notice regarding the Organization of Cherry Creek Basin Authority recorded May 6, 1988 in Book 790 at Page 718.
11. Grant of easement for drainage purposes to the Board of County Commissioners of the County of Douglas, a Political Subdivision of the State of Colorado recorded January 20, 1998 in Book 1503 at Page 809.
12. Terms, conditions, provisions, agreements and obligations contained in the Ruling of the Water Referee and Judgment and Decree of the Court, District Court, Water Division No. 1, State of Colorado, Case No. 98CW264, recorded August 17, 2000 in Book 1883 at Page 1283.
13. Resolution No. R-997-054 Authorizing Acquisition of Right-of-Way for the Crowfoot Valley Road Paving Project recorded April 23, 1997 in Book 1424 at Page 1857.
14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.315, Series of 2015 recorded December 16, 2015 at Reception No. 2015089335.
15. Terms, conditions, provisions, agreements and obligations contained in the Hess Ranch – PD Development Guide recorded December 16, 2015 at Reception No. 2015089336 and Hess Ranch Planned

Development Map recorded December 16, 2015 at Reception No. 2015089337 and Amended and Restated Stroh/Ranch and Amended and Restated Stroh Ranch/Hess Annexation Agreement recorded December 16, 2015 at Reception No. 2015089338, Assignment and Assumption Agreement recorded August 5, 2016 at Reception No. 2016052345, Hess Ranch Planned Development Amendment No. 1 recorded November 7, 2017 at Reception No. 2017076072, Ordinance No. 3.3151.1, Series of 2017 to Amend the Hess Ranch Development Plan and Guide recorded November 7, 2017 at Reception No. 2017076073, **Assignment and Assumption Agreement (TOP Agreement) recorded February 28, 2018 at Reception No. 2018011608**

- 16. Any tax, lien, fee or assessments of the Hess Ranch Metropolitan District No. 1 created by the Order of Inclusions recorded July 15, 2016 at Reception No. 2016046250, December 19, 2016 at Reception No. 2016093463 and, Special District Public Disclosure recorded December 21, 2016 at Reception No. 2016094146.
- 17. Terms, conditions, provisions, agreements and obligations contained in the First Addendum to the 1992 Service Agreement recorded July 18, 2016 at Reception No. 2016046751.
- 18. Any interest in water rights conveyed to Parker water and Sanitation District, a Colorado special district and political subdivision by Deeds recorded July 18, 2016 at Reception No. 2016046750 and Reception No. 2016046752; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
- 19. Terms, conditions, provisions, agreements, easements and obligations, if any contained in the Assignment and Assumption Agreement recorded August 2, 2016 at Reception No. 2016051397.
- 20. Terms, conditions, provisions, agreements and obligations contained in the Consent to Assignment and Purchase and Sale Agreement recorded August 2, 2016 at Reception No. 2016051401.
- 21. Terms, conditions, provisions, agreements and obligations contained in Replacement Annexation Agreement for Stroh Ranch and Annexation Agreement for Hess Ranch recorded October 3, 2003 at Reception No. 2003146585, First Amendment recorded November 28, 2005 at Reception No. 2005113640, Second Amendment recorded June 27, 2007 at Reception No. 2007051029 and Hess Ranch Annexation Plat recorded October 3, 2003 at Reception No. 2003146584.
- 22. Right of Way and rights incidental thereto for the Arapahoe County Canal.
- 23. Any adverse claim based on the assertion that a portion of the land is submerged land as disclosed on ALTA /NSPS Land Title Survey dated June 1, 2016 prepared by CVL Consultants with File No. 8130283701.
- 21. An easement for utilities and incidental purposes granted to U.S. West Communications Inc., recorded July 8, 1992 in Book 1068 at Page 639.
- 22. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$13,896,835.00
Trustor/Grantor:	HR935, LLC, a Colorado limited liability company
Trustee:	Public Trustee of Douglas County
Beneficiary:	Trez Capital (2015) Corporation, a British Columbia corporation
Loan No.	not shown
Recording Date:	August 2, 2016
Recording No:	<u>2016051395</u>

23. financing statement described below

Debtor: HR935, LLC, a Colorado limited liability company  
Secured Party: Trez Capital (2015) Corporation, a British Columbia corporation  
Recording Date: August 2, 2016  
Recording No: 2016051396

24. **Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement by and between Stroh Ranch Development LLC, a Colorado limited liability company and HR935, LLC, a Colorado limited liability company recorded February 22, 2018 at Reception No. 2018010385.**

25. **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 or intersect the premises as reserved in United States Patent recorded April 8, 1893 in Certificate No. 16151 at Page 314 (Affects NE1/4 SW1/4 Section 9).**

**END OF EXCEPTIONS**

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

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**Exhibit C to Town of Parker Land Use Application**

Letter of Authorization from Property Owner

[Date 8-30-17 ]

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

Regarding: Property Owner Letter of Authorization  
[Name of Project: Trails at Crowfoot Filing 1 ]

I, (*Name of Property Owner*), 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 (*Name of Applicant/Applicant's Representative*) 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.

Matt Janke Member of HR 935 LLC  
Signature of Property Owner

Print Name: Matt Janke  
Address: 7353 S Alton Way  
Centennial CO 80112  
Phone Number: 303-770-9111

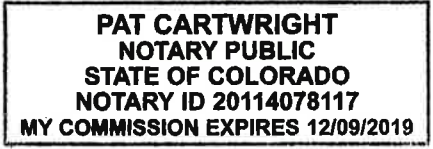
STATE OF COLORADO )  
COUNTY OF Adair )ss.

The foregoing instrument was acknowledged before me this 30 day of August, 2017  
by Matt Janke as member of HR 935, LLC

My commission expires: 12/09/2019

(S E A L)

Pat Cartwright  
Notary Public



**Exhibit D to Town of Parker Land Use Application**

*Disclosure Letter*

[Date 8-30-17 ]

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

Regarding: Disclosure Letter of Known Hazards on Site  
[Name of Project: Trails at Crowfoot Filing 1 ]

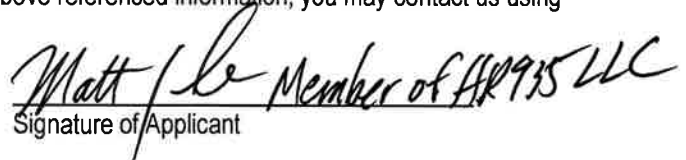
As applicant for the above referenced project, we understand that Town staff and its consultants may need to visit the subject property for the purpose of observation, assessment, measurement or analysis of the property related to the land development request we have submitted. Consistent with the Town's 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.

*(Choose the applicable paragraph from the next two paragraphs)*

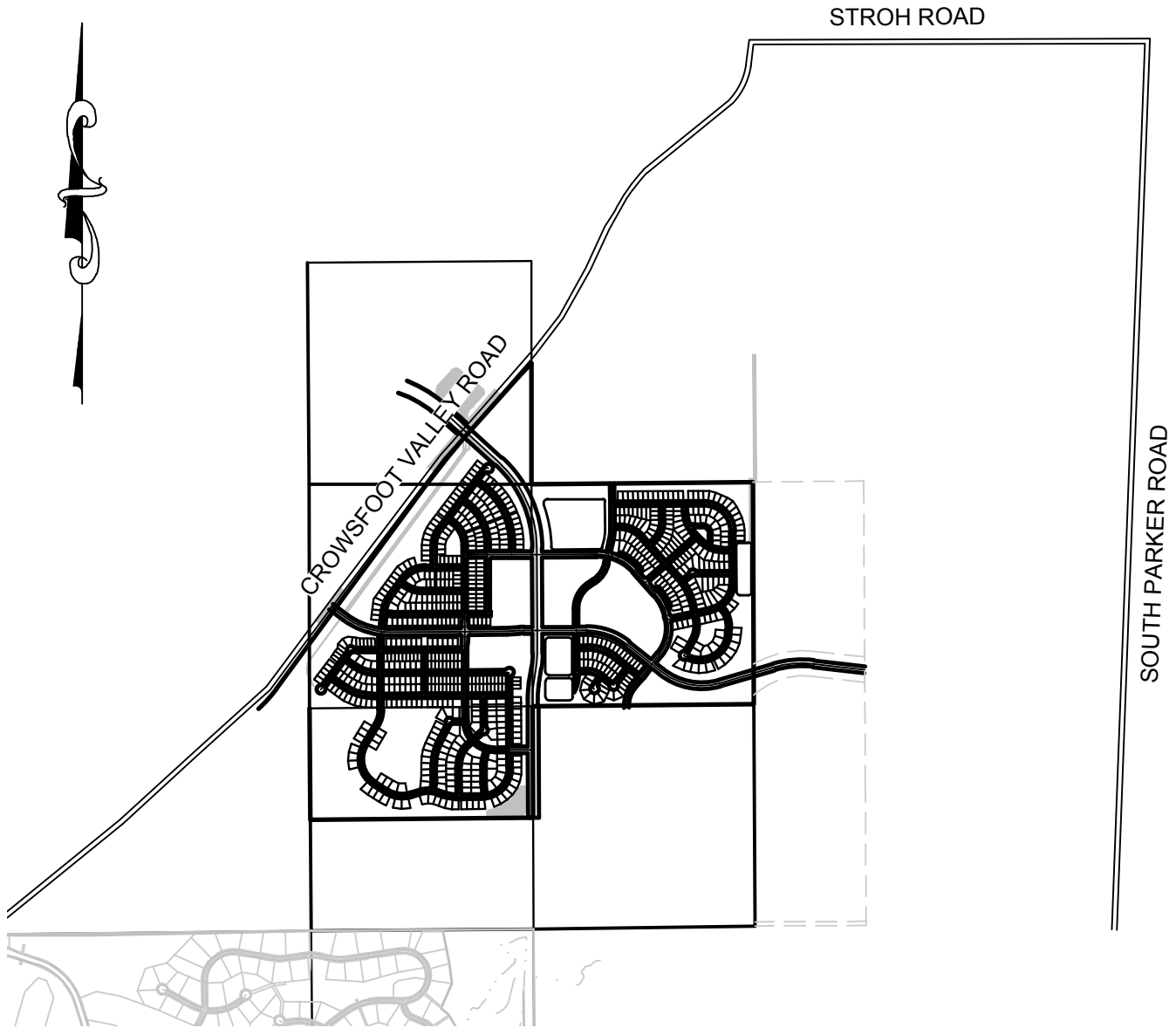
We are therefore advising the Town of the following known hazards (list in bullet point form below)

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:* Matt Janke  
*Company:* E5X Management  
*Address:* 7353 S Alton Way  
Centennial CO 80112  
*Phone Number:* 303-770-9111



**EXHIBIT E – FILING 1 VICINITY MAP**

SCALE: 1" = 2000'