



# Town of Granby General Development Application & Applicant Contact Information

In addition to this form, the Granby Municipal Code outlines specific data submittal requirements for each land use application. Please review these carefully and submit a complete packet to ensure timely and accurate processing of your application. Granby Municipal Code: <https://www.codepublishing.com/CO/Granby>

### Type of Submittal [Check all that apply]

- Administrative Plat Amendment [per 17.45](#)
- Annexation
- Conditional Use Permit [per 16.105](#)
- Condo, Townhome and Cooperative [per 17.55](#)
- Minor Condo Conversion [per 17.55.070](#)
- Final Planned Development Plan [per 16.90.130](#)
- Final Plat [per 17.20.40](#)
- Major Subdivision
- Minor Subdivision [per 17.40](#)
- PDOD Preliminary Plan [per 16.90.120](#)
- Preliminary Plat [per 17.20.030](#)
- Pre-Application Meeting
- Re-subdivision [per 17.35](#)
- Site Plan Review [per 16.125.180](#) & relevant Design Standards/Zoning District Requirements
- Sketch Plan [per 17.20.020](#)
- Subdivision (PDOD) Variance [per 16.90.120](#)
- Temporary Use Permit [per 16.105](#)
- Variance from Zoning Regulations [per 16.20](#)
- Vested Property Rights [per 17.50](#)
- Zoning Amendment [per 16.25](#)

Date Received: \_\_\_\_\_

Initials: \_\_\_\_\_

FEE of \$ 687.90

Agreement for Payment of Review and Development Expenses Incurred Received and Signed by:



Date: 08.06.25

Project # \_\_\_\_\_

Location \_\_\_\_\_

Twp. \_\_\_\_\_ Rng. \_\_\_\_\_ Sec. \_\_\_\_\_

Legal Lot # \_\_\_\_\_

Attach Vicinity Map locating the property & lot lines.

### Applicant:

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

### Owner(s) of Record\*:

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

Address: \_\_\_\_\_


City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### CERTIFICATION

I certify that I am the lawful owner of the parcel(s) of land which this application concerns and consent to this action.

Owner:  

Date: 08.06.25

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing this application I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Granby must be submitted prior to having this application processed.

Applicant:  

Date: 08.06.25

Applications and payments can be submitted three ways:

**In-Person:** Town Hall, Zero Jasper Street, Planning & Zoning

**Online:** <https://www.townofgranby.com/onlinepayments> + Email: [planning@townofgranby.com](mailto:planning@townofgranby.com)

**USPS:** Town Hall, Planning & Zoning, PO Box 440, Granby, CO 80446-0440

April 17, 2026

Town of Granby  
Town Board  
PO Box 440  
Granby, Colorado 80446

**RE: Summit at Granby Apartments – Parking Adjustment**

Board of Trustees:

Sunny Civil is requesting that the Town of Granby Board of Trustees grant a parking adjustment for the Summit at Granby Apartments project that is currently being proposed near the intersection of Pioneer Drive and Morris Drive. The project location is depicted below in Figure A.



**Figure 1. VICINITY MAP**

The proposed development is requesting to vary from the Granby Municipal Code Section 16.125.090(J.9), which states:

*“A 25 percent allowance for compact cars may be applied to commercial, cultural, and civic uses in any district. These spaces shall be properly marked and grouped within the overall parking plan. Space size shall be a minimum of eight feet by 16 feet.”*

The proposed development would like to implement compact vehicle parking spaces, up to the 25 percent allowance, even though it is proposed as a residential use, and not a commercial, cultural, or civic use as required by 16.125.090(J.9).

Section 16.125.090(C) requires that the site has a minimum of 135 parking spaces. 33 parking spaces, approximately 24.4% of the total count, are to be compact vehicle spaces. The Site Plan drawing has been included at this end of this letter to provide a reference for the proposed parking lot design, configuration, and accessibility. On this Site Plan, compact vehicle parking spaces are denoted with a "C" within the stall.

According to the Granby Municipal Code Section 16.125.090(M.1):

*"Parking adjustments may be granted by the board of trustees. Before deciding whether to grant a parking adjustment, the board of trustees may refer the matter to the planning commission for review and recommendation. Procedures for review of parking adjustments are the same as those for conditional uses. All parking adjustments granted must be off-set by a contribution to the town parking fund to help meet the demand and requirements for vehicle parking, unless the board of trustees determines that under the unique circumstances associated with a particular building or use for which an adjustment is sought, the number of spaces required by the town code are excessive. Upon making such a determination, the board may reduce the required contribution to the town parking fund."*

As Parking Adjustments and Conditional Uses are to be reviewed under the same procedure;

Conditional use permits, as defined within Section 16.105.010 may be approved if the following criteria is addressed, Sunny Civil's responses are listed in blue below each item:

- (1) Preservation of the interests of the health, safety and welfare of the community as a whole
  - Sunny Civil believes this is in best interest for the community's health, safety, and welfare. This design, while maintaining the overall number of required parking spaces, will maximize the residents' green space and minimize the amount of area dedicated to parked vehicles. Compact vehicle parking spaces do not create a less safe parking lot, nor are they less aesthetically pleasing.
- (2) Compatibility with and effect on the neighborhood in which the use is to be located
  - The overall intent of this request is to better serve the residents of the proposed Summit at Granby Apartments. The design will still provide the required number of parking stalls while maximizing the amount of green space available to the residents.
- (3) Mitigation measures used to alleviate on- and off-site impacts due to the development and operations of the use
  - Sunny Civil vetted numerous different parking lot layouts with varying amounts of compact vehicle spaces in various locations. We believe the layout presented within the Site Plan is the most efficient, logical, and accessibly layout we were able to create.
- (4) Preservation of property values
  - Sunny Civil does not believe the inclusions of the compact vehicle parking spaces would have any negative impact on the property value of the proposed site or any of the adjacent homes, neighborhoods, or businesses.

- (5) Public reaction to the proposal
  - Sunny Civil, in general, finds that the public typically does not like to see large, “sea-of-pavement” type parking lots. We also agree that the public would not like to see a parking lot with a total stall count that is less than what is required. Allowing for compact vehicle parking spaces will minimize the overall pavement area while maintaining stall count.
- (6) Likelihood of a nuisance being created
  - Maintaining the required number of parking stalls within the property will prevent the potential of nuisances for the surrounding neighborhood. If compact stalls are not allowed, the total number of required spaces cannot be met, and residents are left having to park on the sides of the adjacent public streets.
- (7) Any other criteria deemed appropriate by the board
  - Please reach out with any additional information you may have. Sunny Civil will be happy to discuss.

Additionally, Section 16.105.101(I) listed submittal documents required for the Conditional Use Permit, and therefore a Parking Adjustment. Each required item is listed below with Sunny Civil's notes in blue below.

- (1) Application cover sheet and description of the conditional use;
  - Application cover sheet included before this letter. This document is to serve as the description of the conditional use/parking adjustment.
- (2) Site plan drawing at appropriate and legible scale showing legal parcel dimensions, structure and use locations and the like;
  - The Site Plan drawing of the construction documents planset has been included at the end of this letter.
- (3) Landscape and impact buffering plans;
  - The landscape plans are currently being prepared with a target completion date of August 22, 2025.
- (4) Descriptions of impact mitigation methods;
  - This document is to serve as the justification for the parking adjustment.
- (5) List of property owners' physical and mailing addresses within 300 feet of the application parcel boundary;
  - The mailing list of all property owners within 300 feet of the proposed development is included at the end of this letter.
- (6) Development schedules;
  - Planning Commission approval on September 9<sup>th</sup>, 2025. Grading permit and initial groundwork beginning fall of 2025.
- (7) Any other information required by the town to review the application;
  - Please reach out with any additional information you may have. Sunny Civil will be happy to discuss.

(8) Specified filing fee payment;

- Per the Town of Granby's Fee Schedule document, Zoning Variance Fees are to be \$300 plus \$30 per acre.

$$\$300 + \$30 * 2.93 \text{ acres} = \$387.90$$

- Applicant is also responsible for reimbursing the Town of Granby the costs for the notice of publication, mailings, and any recording fees.

(9) Proof of ownership by applicant.

- The proof of ownership is provided at the end of this letter.

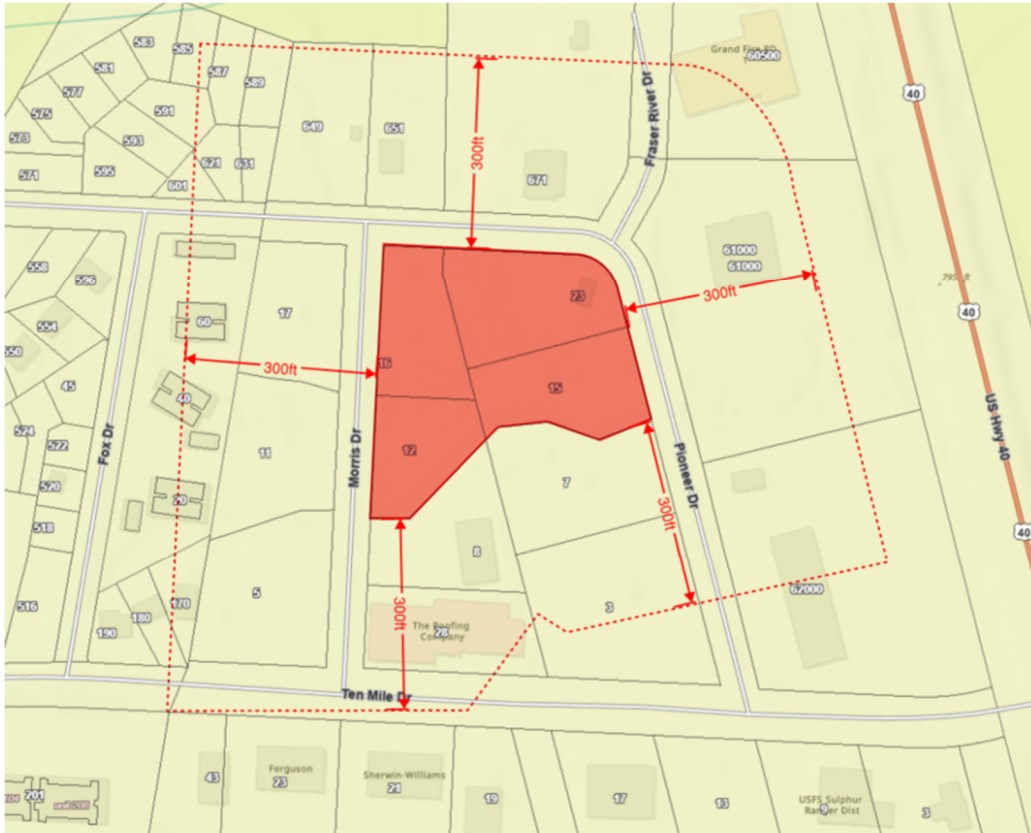
If you have any questions, comments, or need additional information, please feel free to reach out at (707) 419-9988 or at [emorton@sunnycivil.com](mailto:emorton@sunnycivil.com).

Thank you,  
**Sunny Civil**

Erica Moprtton, PE  
Project Manager



August 6, 2025



671 Pioneer Drive

Owner: GRAND FIRE PROTECTION DISTRICT NO 1  
Owner Address: PO BOX 338 GRANBY, CO 80446-0338

61000 US HWY 40

Owner: WG LERISHI, LLC  
Owner Address: PO BOX 397 SEELEY LAKE, MT 59868-0397

62000 US HWY 40

Owner: SZARLEJ, JADWIGA  
Owner Address: PO BOX 800 GRANBY, CO 80446-0800

7 Pioneer Drive

Owner: JBBJ LLC  
Owner Address: PO BOX 29 GRANBY, CO 80446-0029

3 Pioneer Drive

Owner: JBBJ LLC  
Owner Address: PO BOX 29 GRANBY, CO 80446-0029

8 Morris Drive

Owner: JJJJ LLC  
Owner Address: PO BOX 29 GRANBY, CO 80446-0029

28 Ten Mile Drive

Owner: JJJJ LLC  
Owner Address: PO BOX 29 GRANBY, CO 80446-0029

5 Morris Drive

Owner: HABITAT HUMANITY GRAND COUNTY COLORADO, INC  
Owner Address: PO BOX 969 GRANBY, CO 80446-0969

11 Morris Drive

Owner: HABITAT HUMANITY GRAND COUNTY COLORADO, INC  
Owner Address: PO BOX 969 GRANBY, CO 80446-0969

17 Morris Drive

Owner: HABITAT HUMANITY GRAND COUNTY COLORADO, INC  
Owner Address: PO BOX 969 GRANBY, CO 80446-0969

170 Ten Mile Drive

Owner: ALLEN WILLIAM E & ALLEN MELINDA L  
Owner Address: 9199 W MARYLAND PL LAKEWOOD , CO 80232-5289

180 Ten Mile Drive

Owner: ROSENBROOK, IDA D RAINES  
Owner Address: 12725 STRAWBERRY CIR LONGMONT, CO 80503-6100

190 Ten Mile Drive

Owner: SCHMITZ, KATHERINE  
Owner Address: 19 WINDFLOWER COTO DE CAZA , CA 926794714

20 Fox Drive

Unit 101

Owner: BERENS, TIMOTHY JOSEPH  
Owner Address: 10546 TROY WAY COMMERCE CITY, CO 80022-6631

Unit 102

Owner: ONEILL, ROBERT E & LAUREL A 50% &  
Owner Address: 1607 S IVY WAY DENVER, CO 80224-2122

Unit 103

Owner: VENEGAS, WILSON  
Owner Address: 2950 SUMMER WIND LN UNIT 1412 LITTLETON, CO 80129-2838

Unit 104

Owner: LASPESA, JENNIFER LYNN  
Owner Address: PO BOX 1635 GRANBY, CO 80446-1635

Unit 201

Owner: ETO, JOAN H  
Owner Address: 240 ZENITH AVE LAFAYETTE, CO 80026-1298

Unit 202

Owner: ROMCEVICH, JEANNE G  
Owner Address: 2838 S CLARKSON CIR ENGLEWOOD, CO 80113-1780

Unit 203

Owner: GROEN MARC STEVEN  
Owner Address: 6835 BRENDON PL CASTLE PINES , CO 80108-3478

Unit 204

Owner: KOCZERA, GRAZYNA & TADEUSZ  
Owner Address: PO BOX 1583 GRANBY, CO 80446-1583

Garage

Owner: GROEN MARC STEVEN  
Owner Address: 6835 BRENDON PL CASTLE PINES , CO 80108-3478

40 Fox Drive

Unit 101

Owner: MCLELLAN PATRICK JOHN & LADUE DEBORAH MCLELLAN  
Owner Address: 11623 MAGNOLIA CT N CHAMPLIN , MN 55316-2622

Unit 102

Owner: 40 FOX DRIVE 102 LLC  
Owner Address: 3412 CURLEW DR BERTHOUD , CO 80513-7046

Unit 103

Owner: BESSER TRUST 01-06-2022  
Owner Address: 1780 GLEN MOOR DR LAKEWOOD , CO 80215-3036

Unit 104

Owner: ZIEGLER, CAROLYN J LIVING TRUST 04-18-2024  
Owner Address: PO BOX 888 GRANBY, CO 80446-0888

Unit 201

Owner: ETO, JOAN H  
Owner Address: 240 ZENITH AVE LAFAYETTE, CO 80026-1298

Unit 202

Owner: SIMMONS LIVING TRUST 10-6-2022  
Owner Address: 2601 S QUEBEC ST APT B DENVER, CO 80231-6035

Unit 203

Owner: KOCZERA, GRAZYNA & TADEUSZ  
Owner Address: PO BOX 1583 GRANBY, CO 80446-1583

Unit 204

Owner: KOCZERA, LESLAW & DOROTA BORKOWSKA-  
Owner Address: PO BOX 2058 GRANBY, CO 80446-2058

Garage

Owner: SIMMONS LIVING TRUST 10-6-2022  
Owner Address: 2601 S QUEBEC ST APT B DENVER, CO 80231-6035

60 Fox Drive

Unit 101

Owner: SEELEY FAMILY PARTNERSHIP LLLP  
Owner Address: 1299 GILPIN ST STE 17 DENVER, CO 80218-2557

Unit 102

Owner: YAMAMOTO, DALE H & N LOUISE  
Owner Address: 20606 N WALLINGFORD LN DEER PARK, IL 60010-3769

Unit 103

Owner: ALMANZAR NARCISO I  
Owner Address: 10222 W IDA AVE UNIT 228 LITTLETON , CO 80127-2047

Unit 104

Owner: VERALDO LAURA  
Owner Address: 60 FOX DR # 104 GRANBY, CO 80446

Unit 201

Owner: SOUKUP, PHILLIP R JR & KIMBERLY A  
Owner Address: PO BOX 4261 GRANBY, CO 80446-4261

Unit 202

Owner: PHILIPPI, JEAN D  
Owner Address: PO BOX 494 GRANBY, CO 80446-0494

Unit 203

Owner: RAGLE VICKIE  
Owner Address: PO BOX 1063 GRANBY , CO 804461063

Unit 204

Owner: BELLENDIR, TIMOTHY J & MARVA L  
Owner Address: 4 LAKEVIEW CIR FORT MORGAN, CO 80701-4701

Garage

Owner: SEELEY FAMILY PARTNERSHIP LLLP  
Owner Address: 1299 GILPIN ST STE 17 DENVER, CO 80218-2557

601 Pioneer Drive

Owner: ROYAL OAK ROCKSURE, LLC  
Owner Address: 5690 WEBSTER ST ARVADA, CO 80002-2579

621 Pioneer Drive

Owner: BLUE SPRUCE SERVICING COMPANY, LLC  
Owner Address: PO BOX 54418 NEW ORLEANS, LA 70154-4418

591 Pioneer Drive

Owner: ROYAL OAK ROCKSURE, LLC  
Owner Address: 5690 WEBSTER ST ARVADA, CO 80002-2579

585 Pioneer Drive

Owner: ROYAL OAK ROCKSURE, LLC  
Owner Address: 5690 WEBSTER ST ARVADA, CO 80002-2579

587 Pioneer Drive

Owner: ROYAL OAK ROCKSURE, LLC  
Owner Address: 5690 WEBSTER ST ARVADA, CO 80002-2579

589 Pioneer Drive

Owner: ROYAL OAK ROCKSURE, LLC

Owner Address: 5690 WEBSTER ST ARVADA, CO 80002-2579

631 Pioneer Drive

Owner: STARK ASSETS, LLC

Owner Address: 7555 S BISCAY ST CENTENNIAL, CO 80016-1804

649 Pioneer Drive

Owner: LARSON, JAMES

Owner Address: 2667 ROCKBRIDGE WAY HIGHLANDS RANCH, CO 80219

651 Pioneer Drive

Owner: SILVERCREEK WATER & SANITATION DISTRICT

Owner Address: PO BOX 4014 GRANBY, CO 80446-4014



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company  
 Issuing Office: 55 Madison Street, Suite 155, Denver, CO 80206  
 Issuing Office's ALTA® Registry ID: 1122954

**Inquiries Should Be Directed To:**

Maureen Tomashosky or Mackenzie Masse-Scoble  
 Phone: (303)531-1940; Email: MTomashosky@firstam.com  
 Commitment Number: 5506-4116486  
 Issuing Office File Number: 5506-4116486  
 Property Address: 23 Pioneer Drive, Granby, CO 80446  
 APN: R124050, R124060, R124110, R124120  
 Revision Number: 1- Changed effective date, amended legal and deleted requirements 9 and 10

**SCHEDULE A**

1. Commitment Date: December 02, 2024 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Extended Owner's Policy  
 Proposed Insured: Summit Housing Group, Inc., a Montana corporation  
 Proposed Amount of Insurance: \$1,700,000.00  
 The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
 Fee Simple
4. **The Title is, at the Commitment Date, vested in:**  
 JJB LLC, a Colorado limited liability company
5. The Land is described as follows:  
 See Exhibit A attached hereto and made a part hereof

Premiums:

Owner's Policy: \$ 3,926.00 (Basic Rate)  
 Lender's Policy: \$  
 Tax Certificate Fee: \$ 100.00  
 Endorsement(s): \$ 85.00 (OEC Delete 1 - 4)  
 Endorsement(s): \$589.00 (ALTA 35.3)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

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 Form 50095700 (12-17-21)



Commitment No. 5506-4116486

### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Intentionally deleted.
9. Intentionally deleted.
10. Intentionally deleted.
11. An ALTA/NSPS Land Title Survey in form, content and certification as may form the basis for issuing endorsement(s) Extended Owner's Coverage in connection with the Extended Owner's Coverage policy(ies) to be issued hereunder and/or deletion of items 1 - 3 from Schedule B of the Extended Owner's Coverage policy(ies) to be issued.

NOTE: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

12. The following must be provided to the Company prior to closing: A copy of the final approved Site Plans as the basis for issuing ALTA Endorsement(s) 35.3 in connection with the ALTA Owner's Policy/Policies to be issued hereunder.

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13. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured.

NOTE: Statement of Authority recorded July 2, 2024 at Reception No. [2024004108](#), discloses that Jeffrey S. Johnston and Bridget Johnston, both of whom must sign, as the Member Managers is/are authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of JJB LLC, a Colorado limited liability company.

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Commitment No. 5506-4116486

### SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Any existing leases or tenancies.
10. Reservations as contained in the United States Patent granted to James M. Spring, dated December 22, 1919, Document No. 018319, BLM Serial No. COD 0018319.

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11. Reservations as contained in the United States Patent granted to Daniel N. Ostrander, dated December 22, 1919, Document No. [018318](#), BLM Serial No. COD 0018318.
12. Any interest in all oil, gas and other minerals conveyed to J. E. Blakmon by Mineral Deed, recorded December 17, 1952 in [Book 104 at Page 17](#); together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
13. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in the Agreement recorded April 12, 1972 in [Book 234 at Page 926](#).
14. Covenants, conditions, restrictions and easements, if any, which do contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded June 1, 1983 in [Book 329 at Page 338](#) and any and all amendments and/or supplements thereto.
15. An easement for water and sewer and incidental purposes granted to SilverCreek Water & Sanitation District by the instrument recorded May 30, 1985 in [Book 373 at Page 989](#) upon the terms and conditions set forth in the instrument.
16. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinance No. 383 recorded June 20, 1985 in [Book 375 at Page 358](#).
17. Notes 1 to 25 and the easements as shown on the Plat of SilverCreek West First Addition recorded July 01, 1985 at Reception No. [231214](#).
18. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Subdivision Improvement Agreement recorded July 01, 1985 in [Book 376 at Page 49](#).
19. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Deed Restriction recorded April 10, 2002 at Reception No. [2002-003758](#).  
  
(exception one above applies to Parcels C and D).
20. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Resolution No. 2002-4-9 recorded April 10, 2002 at Reception No. [2002-003764](#).
21. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title of the land.

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22. Covenants, conditions, restrictions and easements, if any, which do contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded June 4, 2013 at Reception No. [2013004939](#) and any and all amendments and/or supplements thereto.

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**EXHIBIT A**

The Land referred to herein below is situated in the County of Grand, State of Colorado, and is described as follows:

LOTS 1, 2, 7, AND 8, BLOCK 4, SILVERCREEK WEST FIRST ADDITION, COUNTY OF GRAND, STATE OF COLORADO.

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## 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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

**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:**

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- 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.**

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.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN 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.

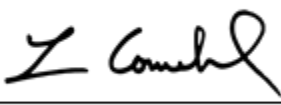
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

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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 is not 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.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
  - 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
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. CLAIMS PROCEDURES  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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