

366 Hanson Ranch Road

Exemption Plat Application  
&  
Zone District Boundary Amendment Petition

May 2018

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&  
Zone District Boundary Amendment Petition

May 2018

Prepared for: VailPoint, LLC  
100 Saint Paul Street  
Suite 400  
Denver CO 80206-5140

Prepared by: Pylman & Associates, Inc.  
137 Main Street  
C107W  
Edwards CO 81632  
970-926-6065

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Eagle County District Court Order and Decree Quieting Title		
Title Report		
Lot 1, 366 Hanson Ranch Road Subdivision Exemption Plat		

## I. Introduction

VailPoint, LLC, a Colorado limited liability company (“VailPoint”) is requesting Town of Vail approval for two land use actions: (1) an Exemption Plat pursuant to Title 13, Chapter 12 of the Town of Vail Municipal Code (“Code”) and (2) a Zone District Amendment pursuant to Code Title 12, Chapter 3.

The exemption plat encompasses property legally described as a Part of Lot d, Block 2, Vail Village First Filing and also including a portion of Lot d-1, Block 2, Vail Village Fifth Filing and a portion of Tract E, Vail Village Fifth Filing. The request is for a consolidation of parcels currently described by metes and bounds into one single lot.

The zone district amendment requests rezoning of a portion of Lot d-1, Block 2, Vail Village Fifth Filing and a portion of Tract E, Vail Village Fifth Filing. The lands proposed for zone district amendment fall within the boundaries of the exemption plat.

The property address is 366 Hanson Ranch Road.

VailPoint is the legal owner of record of the lands within the boundary of the proposed exemption plat.

The plat that accompanies this application is titled *Lot 1, 366 Hanson Ranch Road Subdivision*. Also submitted with this application in compliance with Code Section 13-3-6.B.3.q(5) is a title commitment prepared by Land Title Guarantee Company, noted as Order No. V500503605 with an effective date of April 30, 2018, in satisfaction of the requirement for evidence of VailPoint’s ownership in fee simple of the lands within the proposed subdivision.

In accordance with our pre-application conference on May 22, 2018, it is our understanding that given the nature of this request, the Town is not requiring an environmental impact report, engineering plans, topographical map/grading plan, landscape plan, or other materials identified in Code Section 13-3-6.B.3.q.

## II. Existing Conditions

In 1963, Vail Associates conveyed the entirety of Lot d, Block 2, Vail Village First Filing (“Lot d”) to Christiania-at-Vail, Inc. (Vail Point’s predecessor in title). Lot d is comprised of the present-day Christiania at Vail Lodge, the Chateau Christian Condominiums, and the single family residence at 366 Hanson Ranch Road.

Over time—and apparently prior to enactment of subdivision regulations in the Town—Christiania-at-Vail, Inc. severed portions of Lot d. They did so by recording deeds that described these smaller parcels by metes and bounds description. These deeds effectively served to subdivide Lot d, although

not through the process that would be required today. The property at 366 Hanson Ranch Road is one of these severed parcels.

The property has an existing residence that was built in the early 1960's, prior to the incorporation of Vail as a Town in 1966. It is located between the Christiania at Vail Lodge and Chateau Christian Condominiums to the west, and the Tivoli Lodge to the east. The land to the south of the home and to the east of the home (between the home and the Tivoli Lodge) is owned by Vail Resorts. The land to the east of the home is Lot d-1, Block 2, Vail Village Fifth Filing. The lands south of the home are a part of Tract E, Vail Village Fifth Filing.

For as long as 50 years, the property within the proposed exemption plat has been surrounded by a fence. For whatever reason, the fence was not built on the deeded property line and instead encloses a larger area, both to the south and east. The previous owners have all treated the fenced area as an integral part of the property and have landscaped and maintained it consistent with the remainder of the property.

In January, 2018, the Eagle County District Court entered an Order and Decree Quieting Title ("Court Order") to this area outside the deed boundary but inside the fence. Recognizing the historic conditions, the Court Order declared VailPoint to be the fee simple owner of all of the lands within the fence.

The intent of this application is to complete the process started by the Court Order. The plat application seeks exemption plat approval, consolidating the lands inside the fence into a single parcel.<sup>1</sup> Simultaneously, the re-zoning application seeks to rezone the property subject to the Court Order from Agriculture and Open Space (A) to Public Accommodation (PA), consistent with the existing zoning of the remainder of Lot d.

The total area of land within the existing fence and proposed lot is 13,242 square feet. The original metes and bounds description of the 366 Hanson Ranch Road property consists of 7,862 square feet. The additional area within the fence that the Court recognized as VailPoint's property is 5,380 square feet.

### III. Existing and Proposed Zoning

Following the Town of Vail's incorporation in 1966, the town enacted a zoning ordinance for the first time in 1971. The lands in this neighborhood—including the existing home at 366 Hanson Ranch Road, the Christiania, the Tivoli and other neighborhood properties—were zoned as Public Accommodation District ("PA"). The goal of the PA Zoning is to create an active bed base that supports the Town's economic and land use objectives as a destination resort.

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<sup>1</sup> While an exemption plat falls within the Town's subdivision regulations, the term "subdivision" is a misnomer in this situation. Rather than divide property, this application seeks consolidation of two existing parcels.

Specifically, as written in Article A, PA Zone District, Code Section 12-7A-1 Purpose of the Code, the stated intention of the PA zone district is to “provide sites for lodges and residential accommodations for visitors”. The list of permitted uses does not include the existing use of a single family residence. In addition, the minimum lot size allowed in the PA Zone District is 10,000square feet. As the home was apparently constructed prior to incorporation of the town and the establishment of the zoning, the existing use is classified as a legal non-conforming use and the lot has been considered a legal non-conforming parcel.

Although the Town’s zone boundaries are not drawn at a scale sufficient to understand where exactly the boundary between districts actually lies, since zone district boundaries typically follow platted property lines, the property that is the subject of the Court Order—that is, the portion of Lot d-1, Block 2 Vail Village Fifth Filing and the portion of Tract E, Vail Village Fifth Filing that are within the fenced area—are presumably zoned Agricultural and Open Space (“A”). Consistent with Code Section 12-5-5’s guidance that zone boundaries follow lot lines, a companion re-zoning application requests that the lands subject to the Court Order be zoned to match the existing PA Zone District of the remainder of the proposed lot. This will bring the lot into conformance with the 10,000square foot minimum size requirement for the PA zone district and rectify the non-conforming lot status. The existing fence will become both the lot line and the zone district boundary.

See Figure 1, Existing Conditions.



#### IV. Exemption Plat Review Criteria

Code Section 13-2-2 defines Exemption Plat as “The platting of a portion of land or property that does not fall within the definition of a “subdivision” as contained in this section. A “Subdivision” means a tract that is divided into two or more lots. Therefore, the Exemption Plat process is appropriate because this platting consolidates, rather than divides, tracts.

Code Title 13, Chapter 12 establishes the Exemption Plat review procedures and references the standard Town of Vail criteria for review of a Final Plat as the criteria for review of an Exemption Plat. These criteria are set forth in Code Section 13-3-4.

##### Final Plat Review Criteria:

1. The extent to which the proposed subdivision is consistent with all the applicable elements of the adopted goals, objectives and policies outlined in the Vail comprehensive plan and is compatible with the development objectives of the town.

##### Applicant response:

Typically, properties within the Town are platted; this property is perhaps a rare exception. Defining property boundaries by subdivision—rather than by metes and bounds description—provides simplicity and certainty for landowners and local jurisdictions alike. This Exemption Plat application serves to memorialize the historic use of this fenced, unplatted parcel and implement the Court Order in a manner that provides clarity for the public record. The exemption plat does not create new parcels of land; rather. The proposed plat does not have any substantive effect on any the adopted goals, objectives and policies of the Vail comprehensive plan. The recognition of the lands within the fenced area as a single parcel eliminates the non-conforming size status of the lot and therefore is compatible with and advances the development objectives of the town.

2. The extent to which the proposed subdivision complies with all of the standards of this title, as well as, but not limited to, title 12, “Zoning Regulations” of this code, and other pertinent regulations that the planning and environmental commission deems applicable.

##### Applicant response:

The proposed exemption plat application is accompanied by a companion file that requests rezoning of the 5,380 square feet inside the fence to the Public Accommodation (“PA”) Zone District. This action will create consistent zoning for all of the lands within the fenced area of 366 Hanson Ranch Road and will also bring the parcel into conformance with the minimum lot size standards for the PA Zone District.



3. The extent to which the proposed subdivision presents a harmonious, convenient, workable relationship among land uses consistent with municipal development objectives.

Applicant response:

The proposed lot has long been used as a single, integrated parcel of unplatted property. The proposed exemption plat, which has been preceded by the Court Order recognizing VailPoint's ownership to the entire fenced parcel, enables the property to be platted consistent with its historic use.

Moreover, as described above, the property exists today in something of a historically non-conforming condition, and the requested exemption plat will remedy that, consistent with modern municipal development practices and objectives.

The subdivision action will have no material effect upon the land uses outside of the fence.

4. The extent of the effects on the future development of the surrounding area.

Applicant response:

Because the proposed subdivision consolidates two legal parcels, it should have no effect upon future development of the surrounding area.

5. The extent to which the proposed subdivision is located and designed to avoid creating spatial patterns that cause inefficiencies in the delivery of public services, or require duplication or premature extension of public facilities, or result in a "leapfrog" pattern of development.

Applicant response:

This proposed plat consolidates 5,380 square feet of land into the primary, presently unplatted parcel of 7,862 square feet, all located within the historical fenced area of 366 Hanson Ranch Road. This action will have no adverse effect upon delivery of public services or require any duplication of public facilities. The action does not result in any "leapfrog" pattern of development.

6. The extent to which the utility lines are sized to serve the planned ultimate population of the service area to avoid future land disruption to upgrade undersized lines.

Applicant response:

The proposed plat will not create any demand upon utility service capacities in the service area.

7. The extent to which the proposed subdivision provides for the growth of an orderly viable community and serves the best interest of the community as a whole.

Applicant response:

The proposed plat proposes no change that would have any effect on the overall orderly viable growth of the community. The consolidation of the parcels within the fence and the companion rezoning application will create a parcel that meets the minimum lot size of the long term PA zoning, eliminating the existing legal non-conforming status of the parcel. Additionally, the proposed plat will formally plat a presently unplatted parcel.

8. The extent to which the proposed subdivision results in adverse or beneficial impacts on the natural environment, including, but not limited to, water quality, air quality, noise, vegetation, riparian corridors, hillsides and other desirable natural features.

Applicant response:

The proposed plat seeks to plat, for the first time, adjacent lands that have historically been integrated. The subdivision action alone will not result in any change to those lands and therefore will have no effect upon any of the above natural features.

9. Such other factors and criteria as the commission and/or council deem applicable to the proposed subdivision.

Applicant response:

No applicant response necessary.

## V. Zone District Amendment Review Criteria

The petition for zone district boundary amendment requests rezoning of the 5,380 square feet of property that is the subject of the Court Order; that is, the property that is inside the fence, but outside the historic metes and bounds legal description of the parcel commonly known as 366 Hanson Ranch Road. The goal of the rezoning application is to align the zoning and plat boundaries.

Code Section 12-3-7 sets forth the criteria for the review of amendments to zone district boundaries. Before acting on an application for a zone district boundary amendment, the planning and environmental commission and town council shall consider the following factors with respect to the requested zone district boundary amendment:

- (1) The extent to which the zone district amendment is consistent with all the applicable elements of the adopted goals, objectives and policies outlined in the Vail comprehensive plan and is compatible with the development objectives of the town

Applicant response:

The Vail Land Use Plan designates this area of the community as Vail Village Master Plan and utilizes the Vail Village Master Plan as the detailed land use plan. The Public Accommodation Zone district designation for this property is consistent with the adjacent parcels and is consistent with the goals, objectives and policies outlined in the Vail Village Master Plan.

The lands within the fence have long been perceived and used as an integral part of the existing home. The amendment of the zone district boundaries to conform to the fenced area will have little or no overall effect upon the larger goals of the community. The amendment will bring the existing lot into size conformance with the minimum lot size of the existing Public Accommodation Zone District.

There are six primary goals of the Vail Village Master Plan. Goals #1 and 2 relate to re-development and upgrading of private buildings. Goal #1 does support the high quality upgrading of residential and commercial buildings. This petition is one step in the process of ultimately redeveloping and upgrading the present, obsolete residence. Goal #2 does support the Public Accommodation Zone District designation as an important economic goal of the community.

This petition has no relation or bearing on Goals #3, #5 or #6.

Goal #4 is relative to open space and is relevant to the zone district boundary amendment request. Because it was within the fence, the 5,380 square feet of area proposed for zone change has likely not ever been a part of the perceived open space corridor behind or adjacent to the home. The Vail Village Master Plan was originally adopted in 1990. The area proposed for re-zoning has been enclosed by a fence, landscaped as part of the yard and used exclusively and privately by the owners of the home since well prior to, and since, 1990. The re-zoning of this land will not impact the historic area of perceived open space that exists in this area. The lands outside of the fence will remain zoned as open space.

The Vail Village Master Plan Goals #1, #2 and #4 and the relevant objectives and policies are indicated below.

*GOAL #1 ENCOURAGE HIGH QUALITY, REDEVELOPMENT WHILE PRESERVING UNIQUE ARCHITECTURAL SCALE OF THE VILLAGE IN ORDER TO SUSTAIN ITS SENSE OF COMMUNITY AND IDENTITY.*

*Objective 1.2: Encourage the upgrading and redevelopment of residential and commercial facilities.*

*GOAL #2 TO FOSTER A STRONG TOURIST INDUSTRY AND PROMOTE YEAR-AROUND ECONOMIC HEALTH AND VIABILITY FOR THE VILLAGE AND FOR THE COMMUNITY AS A WHOLE.*

*Objective 2.1: Recognize the variety of land uses found in the 11 sub-areas throughout the Village and allow for development that is compatible with these established land use patterns.*

*Policy 2.1 The zoning code and development review criteria shall be consistent with the goals and objectives of the Vail Village Master Plan.*

*Objective 2.3: Increase the number of residential units available for short term overnight accommodations.*

*Policy 2.3.1: The development of short term accommodation units is strongly encouraged. Residential units that are developed above existing density levels are required to be designed or managed in a manner that makes them available for short term overnight rental.*

**GOAL #4 TO PRESERVE EXISTING OPEN SPACE AREAS AND EXPAND GREENSPACE OPPORTUNITIES.**

*Objective 4.1: Improve existing open space areas and create new plazas with greenspace and pocket parks. Recognize the different roles of each type of open space in forming the overall fabric of the Village.*

*Policy 4.1.3: With the exception of ski base-related facilities, existing natural open space areas at the base of Vail Mountain and throughout Vail Village and existing greenspaces shall be preserved as open space.*

- (2) The extent to which the zone district amendment is suitable with the existing and potential land uses on the site and existing and potential surrounding land uses as set out in the town's adopted planning documents.

Applicant response:

The existing land use of the property is as a yard and landscaping for the adjacent non-conforming single family home. The proposed re-zoning will not, alone, change the existing use of the land that is subject to the rezoning. The Town's GRFA and other development restrictions make it improbable that the use of the vast majority of the area subject to rezoning will materially change, even when the property is re-developed. A potential, conforming future use of the entire parcel under the Public Accommodation zone district would be compatible with the town's adopted planning documents. The proposed zone district boundary amendment and the companion exemption plat action will resolve a long-term fence boundary issue. The parcel size will now conform to the minimum lot size requirement of the PA zone district.

The existing home has been suitable with the surrounding land use and a future, conforming use under the Public Accommodation Zone District would likewise be consistent with adjacent properties.

- (3) The extent to which the zone district amendment presents a harmonious, convenient, workable relationship among land uses consistent with municipal development objective.

Applicant response:

The proposed amendment adjusts the existing zone district boundaries to apply a consistent zoning to all of the fenced area of 366 Hanson Ranch Road. This amendment does not effect to any material extent the harmonious, convenient, workable relationship among land uses.

- (4) The extent to which the zone district amendment provides for the growth of an orderly viable community and does not constitute spot zoning as the amendment serves the best interests of the community as a whole

Applicant response:

The zone district boundary amendment proposes to recognize the lot boundary correction and maintains the Public Accommodation zoning of the 366 Hanson Ranch Road property. This zone district designation is consistent with the Vail Village Master Plan and does not constitute spot zoning. The application fosters order in the sense that it aligns zone district and subdivision boundaries.

- (5) The extent to which the zone district amendment results in adverse or beneficial impacts on the natural environment, including, but not limited to, water quality, air quality, noise, vegetation, riparian corridors, hillsides and other desirable natural features.

Applicant response:

The proposed amendment has no adverse impact upon the natural environment. The 5,380 square feet that are the subject of this application are currently landscaped as a part of a residential yard and are enclosed by a fence.

- (6) The extent to which the zone district amendment is consistent with the purpose statement of the proposed zone district.

Applicant response:

The historic parcel boundary is zoned Public Accommodation but is legally non-conforming due to its size and present use. The minimum lot size for the PA Zone district is 10,000 square feet, the existing home sits on a 7,862 square foot parcel. The addition of the 5,380 square feet will bring the lot into conformance with the minimum size standard. This proposed amendment is completely consistent with the purpose statement of the Public Accommodation Zone District, in fact correcting existing inconsistencies.

- (7) The extent to which the zone district amendment demonstrates how conditions have changed since the zoning designation of the subject property was adopted and is no longer appropriate.

Applicant response:

The property proposed to be re-zoned has been an integral part of the primary home parcel for perhaps as long as zoning has been enacted in the Town of Vail. The lands within the fence are not integrated into the adjacent Agricultural and Open Space lands outside of the fence. The property within the fence falls under the same condition as the primary home parcel.

The need for the zone district boundary amendment arises from the inconsistency between the historic deeded property boundary and the location of the fence. Now that the fence line has been determined to be the property boundary, it is appropriate to rezone so that the entire property is subject to only one zoning designation.

- (8) Such other factors and criteria as the commission and/or council deem applicable to the proposed rezoning.

Applicant response:

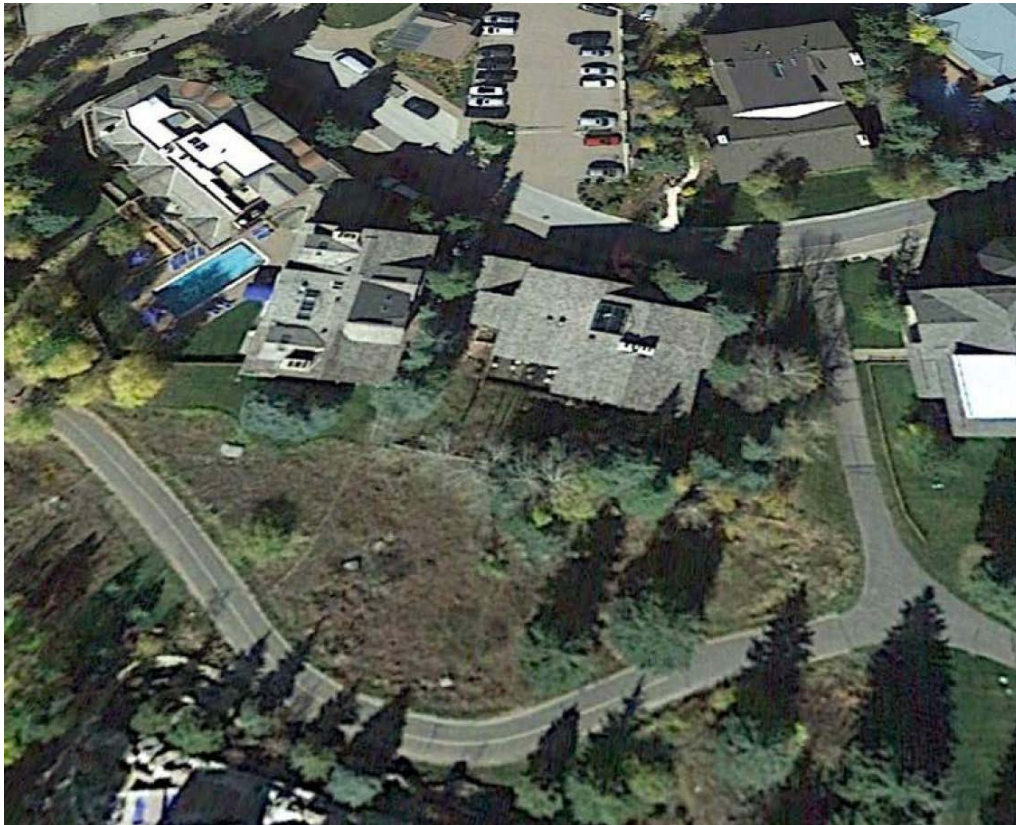
No applicant response is necessary.

VI. Summary

The proposed exemption plat and zone district amendment applications are intended to consolidate the previously unplatted parcels that have had an integrated use for as long as 50 years into one single, platted lot with a consistent zoning. The applications are necessitated by historic errors in boundary descriptions or fence construction, and are the final stage of implementing the “clean up” reflected by the Court Order. This action is in conformance with the Town’s goals as articulated in the Vail Village Master Plan and is in conformance with the Town of Vail’s regulations.

VII. Existing Condition Photographs

Aerial overview.





Existing fence and Tract d-1.



## Existing Fence and Tract E





Eagle County, CO  
Regina O'Brien  
Pgs: 4  
REC: \$28.00  
DOC: \$0.00

**201800453**  
01/09/2018  
02:49:35 PM

DATE FILED: January 9, 2018

DISTRICT COURT, EAGLE COUNTY, COLORADO Eagle County Justice Center 885 Chambers Avenue Eagle CO 81631	
<b>Plaintiff:</b> VAILPOINT, LLC, a Colorado limited liability company	▲ COURT USE ONLY ▲  Case Number: 2017CV30207
<b>Defendant:</b> THE VAIL CORPORATION, a Colorado corporation	
<b>ORDER AND DECREE QUIETING TITLE</b>	

THIS MATTER comes before the Court upon the Stipulation between Plaintiff, **VailPoint, LLC, a Colorado limited liability company**, and Defendant, **The Vail Corporation, a Colorado corporation**. The Court, having read and reviewed the Stipulation, the Court file and applicable law, and otherwise being fully advised in the premises, approves the Stipulation. The Court further finds as follows:

- A. The Court has jurisdiction over the Plaintiff and the Defendant.
- B. Venue is proper since this action concerns title to real property located in Eagle County, Colorado.
- C. Plaintiff and its predecessors have asserted to be in actual, adverse, hostile, open, notorious, exclusive, continuous possession of the Property (defined below) under claim of right, made in good faith, for a period of time in excess of eighteen (18) years.
- D. Plaintiff and its predecessors in title have had a good faith belief that they owned the Property and that their belief was reasonable under the circumstances.
- E. The parties have stipulated and agreed that Plaintiff is and shall be the fee owner of the Property pursuant to C.R.S. §38-41-101.

60783181.3

Eagle County, Colorado  
Certified to be full, true and correct  
copy of this original in my custody.

Date 1/9/2018  
Jackie Cooper Clerk  
By MSH Deputy Clerk



**IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. Title to the real property described on Exhibit A attached hereto (the "Property") is hereby quieted in Plaintiff, VailPoint, LLC, a Colorado limited liability company, in fee simple.

2. Plaintiff's title to the Property is free and clear of the claims of the Defendant, The Vail Corporation, subject to any and all easements, covenants, restrictions, and all other matters of record duly recorded against the Property.

3. By virtue of this Order and Decree, all claims in this action have been resolved. Each party herein shall pay its own costs expended herein.

Dated this 9<sup>th</sup> day of JAN, 2018.

BY THE COURT:

  
District Court Judge

60783181.3

**EXHIBIT A**  
**THE PROPERTY**

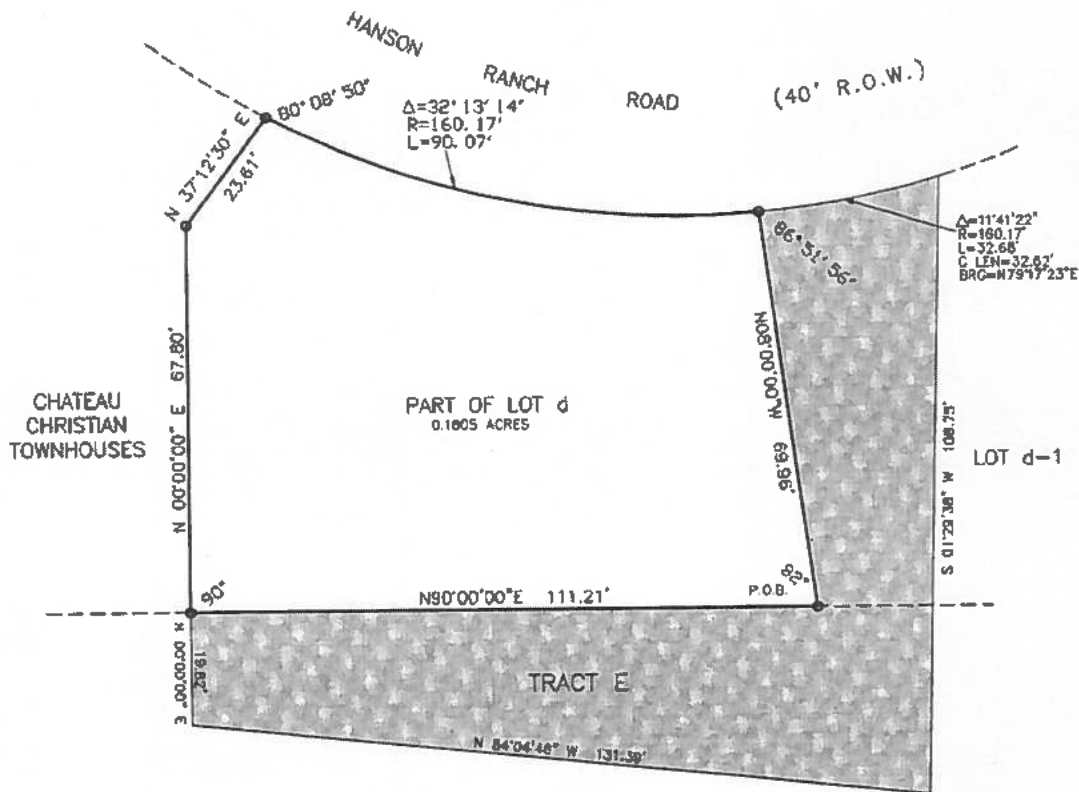
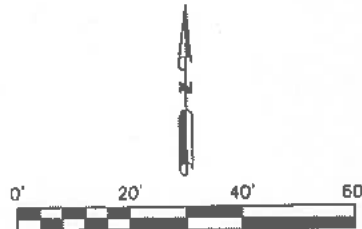
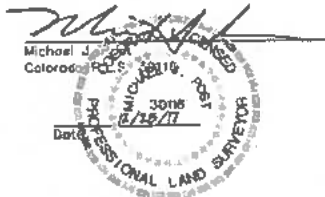
(See attached)

DATE FILED: January 5, 2018 2:54 PM

PROPERTY DESCRIPTION

That part of Lot d-1, Block 2, and Tract E, Vall Village, Fifth Filing, according to the map thereof recorded in the office of the Eagle County, Colorado, Clerk and Recorder, described as follows:

Beginning at the southwest corner of said Lot d-1, thence along the westerly line of said Lot d-1 N08°00'00"W 69.96 feet to the northwest corner of said Lot d-1, also being on the southerly right of way line of Hanson Ranch Road; thence, along the northerly line of said Lot d-1, also being the southerly right of way of Hanson Ranch road, 32.68 feet along the arc of a curve to the left, having a radius of 160.17 feet, a delta angle of 11°41'22", and a chord that bears N79°17'23"E 32.62 feet; thence departing said northerly line S01°29'35"W 108.75 feet, thence N84°04'48"W 131.39 feet to a point of the extension of the west line of a parcel shown Part of Lot d; thence along said extension, N00°00'00"E 19.82 feet to the southwest corner of said Part of Lot d; thence along the south line of said Part of Lot d, N90°00'00"E 111.21 feet; to the point of beginning, containing 5380 square feet, more or less.



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** V50050360-5

**Customer Ref-Loan No.:**

**Property Address:**

366 HANSON RANCH ROAD, VAIL, CO 81657

**1. Effective Date:**

04-30-2018 At 05:00:00

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

VAILPOINT, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL 1:

THAT PART OF LOT D BLOCK 2, VAIL VILLAGE, FIRST FILING, ACCORDING TO THE RECORDED PLAT THEREOF, BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT D BLOCK 2, VAIL VILLAGE, FIRST FILING, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT D, A DISTANCE OF 111.21 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 67.80 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 37 DEGREES 12 MINUTES 30 SECONDS A DISTANCE OF 23.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT D; THENCE ON AN ANGLE TO THE RIGHT OF 80 DEGREES 08 MINUTES 50 SECONDS AND ALONG SAID NORTHERLY LINE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 160.17 FEET, A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 14 SECONDS AN ARC DISTANCE OF 90.07 FEET TO THE NORTHEAST CORNER OF SAID LOT D; THENCE ON AN ANGLE TO THE RIGHT OF 86 DEGREES 51 MINUTES 56 SECONDS AND ALONG THE EASTERLY LINE OF SAID LOT D A DISTANCE OF 69.96 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL 2:

THAT PART OF LOT D-1, BLOCK 2, AND TRACT E, VAIL VILLAGE, FIFTH FILING, ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE EAGLE COUNTY, COLORADO, CLERK AND RECORDER, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT D-1, THENCE ALONG THE WESTERLY LINE OF SAID LOT D-1 N08°00'00"W 69.96 FEET TO THE NORTHWEST CORNER OF SAID LOT D-1, ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF HANSON RANCH ROAD; THENCE, ALONG THE NORTHERLY LINE OF SAID LOT D-1, ALSO BEING THE SOUTHERLY RIGHT OF WAY OF HANSON RANCH ROAD, 32.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 160.17 FEET, A DELTA ANGLE OF 11°41'22", AND A CHORD THAT BEARS N79°17'23"E 32.62 FEET; THENCE DEPARTING SAID NORTHERLY LINE S01°29'38"W 108.75 FEET; THENCE N84°04' 48"W 131.39 FEET TO A POINT OF THE EXTENSION OF THE WEST LINE OF A PARCEL SHOWN PART OF LOT D; THENCE ALONG SAID EXTENSION, N00°00'00"E 19.82 FEET TO THE SOUTHWEST CORNER OF SAID PART OF LOT D; THENCE ALONG THE SOUTH LINE OF SAID PART OF LOT D, N90°00'00"E 111.21 FEET; TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** V50050360-5

**Customer Ref-Loan No.:**

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part I**

**(Requirements)**

**Order Number:** V50050360-5

**The following are the requirements that must be met:**

**This 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.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**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.**

**1. RECORD DULY EXECUTED AND ACKNOWLEDGED EXEMPTION PLAT.**

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

**2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR VAILPOINT, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JUNE 24, 2015 AT RECEPTION NO. [201511553](#) IS CURRENT.**

NOTE: SAID INSTRUMENT DISCLOSES GEORGE H. SOLICH AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

**Old Republic National Title Insurance Company**  
**Schedule B, Part II**

**(Exceptions)**

Order Number: V50050360-5

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, 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 the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

(ITEMS 8-12 AFFECT PARCEL 1)

8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JULY 12, 1899, IN BOOK 48 AT PAGE [475](#).
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JULY 12, 1899, IN BOOK 48 AT PAGE [475](#).
10. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED AUGUST 10, 1962, IN BOOK 174 AT PAGE [179](#).
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VAIL VILLAGE FIRST FILING RECORDED AUGUST 6, 1962 UNDER RECEPTION NO. [96382](#).



**Old Republic National Title Insurance Company**  
**Schedule B, Part II**

**(Exceptions)**

**Order Number:** V50050360-5

12. MATTERSDISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE ISSUED BY EAGLE VALLEY SURVEYING CERTIFIED APRIL 20, 2015, JOB NO. [366HANSONRANCH](#).  
  
(ITEMS 13-19 AFFECT PARCEL 2)
13. RIGHT OF WAY FOR DITCHES AND CANALS AS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 12, 1899 IN BOOK 48 AT PAGE [475](#).
14. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE WARRANTY DEED RECORDED JULY 10, 1963 IN BOOK 177 AT PAGE [127](#).
15. COVENANTS, CONDITIONS, RESTRICTIONS AND PROVISIONS AS SET FORTH IN PROTECTIVE COVENANTS OF VAIL VILLAGE FIFTH FILING RECORDED NOVEMBER 15, 1965 IN BOOK 187 AT PAGE [353](#), AMENDMENT THERETO RECORDED AUGUST 30, 1971 IN BOOK 221 AT PAGE [496](#) AND AMENDMENT THERETO RECORDED AUGUST 27, 1984 IN BOOK 393 AT PAGE [492](#), BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.
16. EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF VAIL VILLAGE FIFTH FILING, RECORDED NOVEMBER 15, 1965 AT RECEPTION NO. [102538](#).
17. EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF A RESUBDIVISION OF TRACT E, VAIL VILLAGE, FIFTH FILING AND A PART OF LOT C, BLOCK 5-C, VAIL VILLAGE, FIRST FILING AND GOLDEN PEAK HOUSE, RECORDED APRIL 25, 1995 IN BOOK 665 AT PAGE [983](#).
18. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED JANUARY 16, 2018 AT RECEPTION NO. [201800801](#).
19. THE POLICY TO BE ISSUED WILL GUARANTEE FEE OWNERSHIP AND POSSESSION IN ACCORDANCE WITH ITS PROVISIONS, BUT WILL NOT GUARANTEE MARKETABILITY. MARKETABILITY WILL BE GUARANTEED BEGINNING 6 MONTHS FROM THE ISSUANCE OF THE DECREE, PROVIDED THAT NO STEPS HAVE AT THAT TIME BEEN INITIATED TO SET ASIDE OR TO OTHERWISE IMPAIR THE EFFECT OR VALIDITY OF THE DECREE.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

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

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
- ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## LAND TITLE GUARANTEE COMPANY

### DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instruction to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The 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:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's offices 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 may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-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 CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-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 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 a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



## Commitment For Title Insurance

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

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

#### 4. COMPANY'S RIGHT TO AMEND

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

#### 5. LIMITATIONS OF LIABILITY

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

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

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

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

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

#### 8. PRO-FORMA POLICY

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

#### 9. ARBITRATION

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

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 200  
Denver, Colorado 80206  
303-321-1880



Authorized Officer or Agent



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111



Mark Bilbrey  
President



Rande Yeager  
Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form]*

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EXEMPTION PLAT

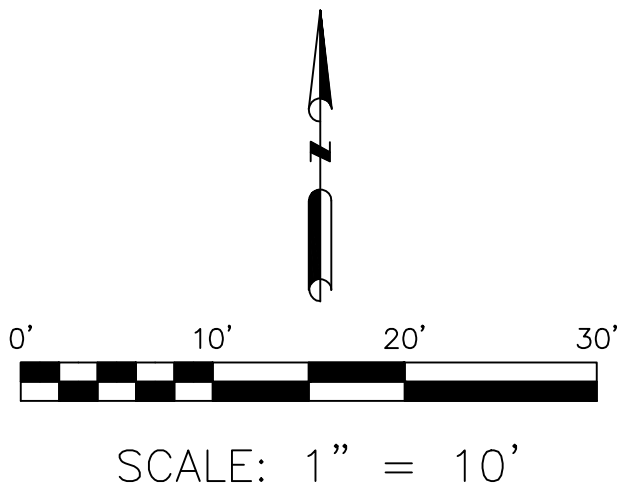
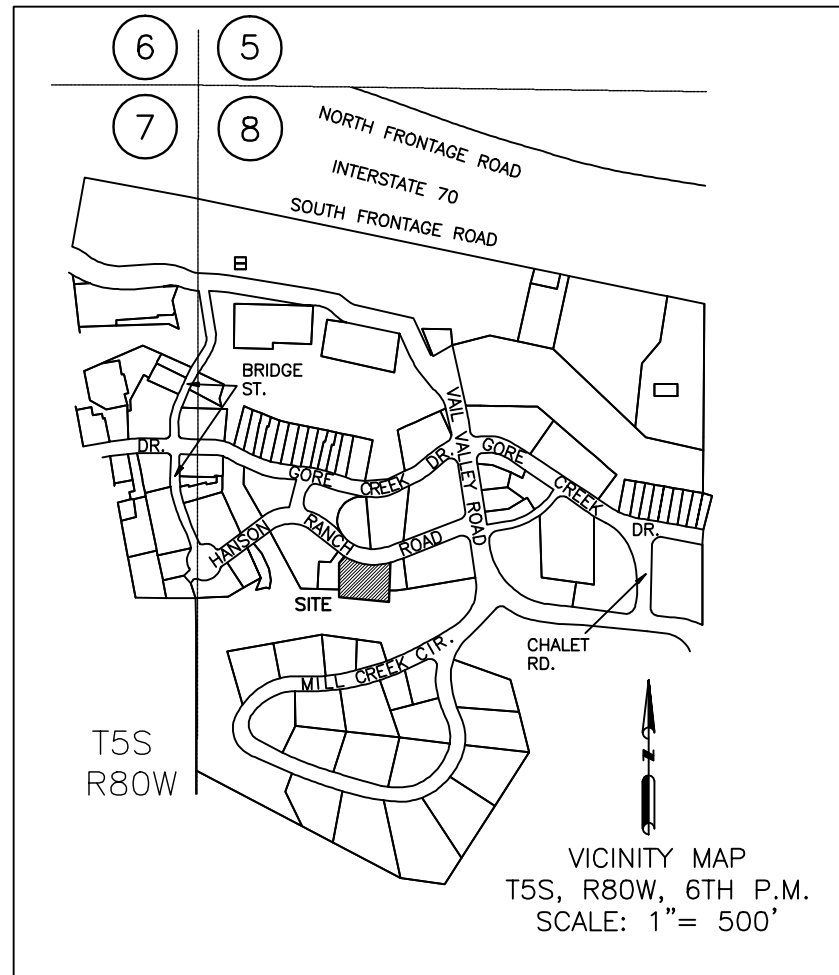
LOT 1, 366 HANSON RANCH ROAD SUBDIVISION

PART OF LOT d, BLOCK 2, VAIL VILLAGE, FIRST FILING, LOT d-1, BLOCK 2,

VAIL VILLAGE, FIFTH FILING AND TRACT E, VAIL VILLAGE FIFTH FILING

TOWN OF VAIL, EAGLE COUNTY, COLORADO

PRELIMINARY 5/4/2018



NOTES:

- 1) Date of Survey: April, 2018.
- 2) Land Title Guarantee Company Order No. V 50050360-5, dated 4/30/2018 was relied upon for all title and easement information.
- 3) Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- 4) Basis of Bearings: found monuments at the most south angle point of Lot d-1, Block 2, Vail Village, Fifth Filing & the most westerly corner of Christiana At Vail Condominiums being N66°02'00"W (see drawing).
- 5) The purpose of this plat is to vacate the property lines and create a single lot to be known as Lot 1, 366 Hanson Ranch Road Subdivision.
- 6) The U.S. survey foot is the lineal unit used for the dimensions on this plat.
- 7) The addresses on this plat are for reference purposes only. Please refer to the Town of Vail Department of Community Development for updated addressing information.

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents that VailPoint, LLC, A Colorado Limited Liability Company, being sole owner in fee simple of all the real property situated in the Town of Vail, Eagle County, Colorado, described as follows:

PARCEL 1

That part of Lot d, Block 2, Vail Village, First Filing, according to the recorded plat thereof, beginning at the southeast corner of said Lot d, Block 2, Vail Village, First Filing; thence westerly along the south line of said Lot d, a distance of 111.21 feet; thence on an angle to the right of 90°00'00", a distance of 67.80 feet; thence on an angle of 37°12'30", a distance of 23.61 feet to a point of intersection with the northerly line of said Lot d; thence on an angle of 80°08'50" and along said northerly line and along a curve to the left having a radius of 160.17 feet, a central angle of 32°13'14", an arc distance of 90.07 feet to the northeast corner of said Lot d; thence on an angle of 86°51'56" and along the easterly line of said Lot d, a distance of 69.96 feet to the true point of beginning, County of Eagle, State of Colorado.

PARCECL 2

That part of Lot d-1, Block 2, and Tract E, Vail Village, Fifth Filing, according to the map thereof recorded in the office of the Eagle County, Colorado, Clerk and Recorder, described as follows:

Beginning at the southwest corner of said Lot d-1, thence along the westerly line of said Lot d-1 N08°00'00"W 69.96 feet to the northwest corner of said Lot d-1, also being on the southerly right of way line of Hanson Ranch Road; thence, along the northerly line of said Lot d-1, also being the southerly right of way of Hanson Ranch road, 32.68 feet along the arc of a curve to the left, having a radius of 160.17 feet, a delta angle of 11°41'22", and a chord that bears N79°17'23"E 32.62 feet; thence departing said northerly line S01°29'38"W 108.75 feet; thence N84°04'48"W 131.39 feet to a point of the extension of the west line of a parcel shown Part of Lot d; thence along said extension, N00°00'00"E 19.82 feet to the southwest corner of said Part of Lot d; thence along the south line of said Part of Lot d, N90°00'00"E 111.21 feet; to the point of beginning, County of Eagle, State of Colorado..

has by these presents laid out, platted and subdivided the same into parcels as shown on this final plat under the name and style of Lot 1, 366 Hanson Ranch Road, a subdivision in the Town of Vail, Eagle County, Colorado.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018.

Owner:

VailPoint, LLC, a Colorado limited liability company

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

By: \_\_\_\_\_

as: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018 by \_\_\_\_\_ as \_\_\_\_\_ of VailPoint, LLC, a Colorado limited liability company.

My Commission expires: \_\_\_\_\_  
Witness my hand and seal.

Notary Public

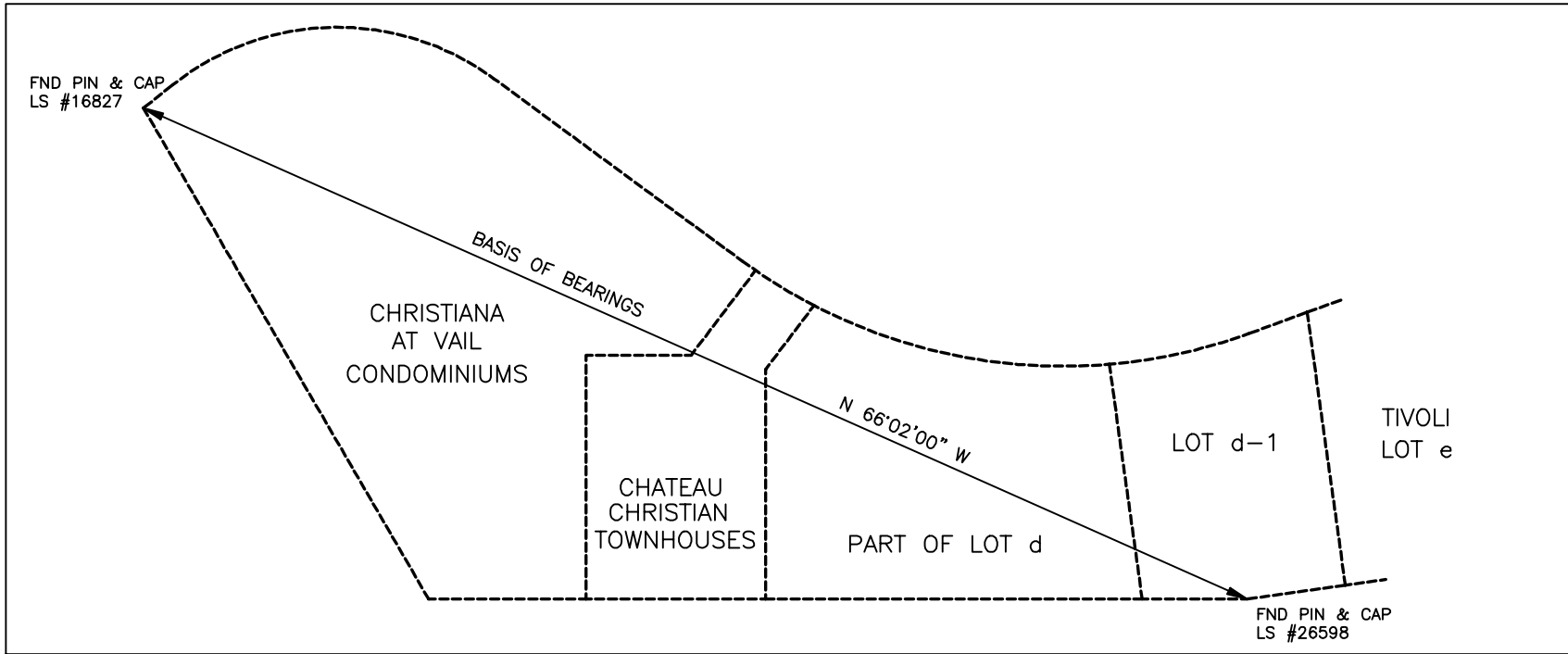
Address: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I do hereby certify that I am a professional Land Surveyor licensed under the laws of the State of Colorado, that this plat is true, correct and complete as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

In witness thereof I have set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018

Stan Hogfeldt  
Colorado PLS 26598



TOWN COUNCIL CERTIFICATE

This plat approved by the Town Council of the Town of Vail, Colorado this day of \_\_\_\_\_, A.D., 2018, for filing with the Clerk and Recorder of Eagle County and for conveyance to the Town of Vail of the public dedications shown hereon; subject to the provision that approval in no way obligates the Town of Vail for maintenance of roads dedicated to the public until construction of improvements thereon shall have been completed in accordance with Town of Vail specifications and the Town Council of the Town of Vail has by a subsequent resolution agreed to undertake maintenance of the same. This approval does not guarantee that the soil conditions, subsurface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit or any other required permit will be issued. This approval is with the understanding that all expenses involving all improvements required shall be the responsibility of the subdivider and not the Town of Vail.

ATTEST:

Town Clerk \_\_\_\_\_ Mayor \_\_\_\_\_  
Town of Vail, Colorado Town Council  
Town of Vail, Colorado

PLANNING AND ENVIRONMENTAL COMMISSION CERTIFICATE

This final plat was approved by the Town of Vail Planning and Environmental Commission this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018.

ATTEST:

Town Clerk \_\_\_\_\_ Chairman \_\_\_\_\_  
Town of Vail, Colorado Town of Vail Planning and  
Town of Vail, Colorado Environmental Commission

ADMINISTRATOR CERTIFICATE

This final plat is hereby approved by the Town of Vail Administrator this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018.

ATTEST:

Town Clerk \_\_\_\_\_ Administrator \_\_\_\_\_  
Town of Vail Town of Vail

TITLE CERTIFICATE

Land Title Guarantee Company does hereby certify that the title to all lands shown upon this final plat has been examined and is vested in: VailPoint, LLC, a Colorado limited liability company and that title to such lands are free and clear of all liens and encumbrances, except as follows:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018.

Land Title Guarantee Company  
610 West Lionshead Circle #200  
Vail, CO 81657

By: \_\_\_\_\_

as: \_\_\_\_\_

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of \_\_\_\_\_ upon all parcels of real estate described on this plat are paid in full.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018.

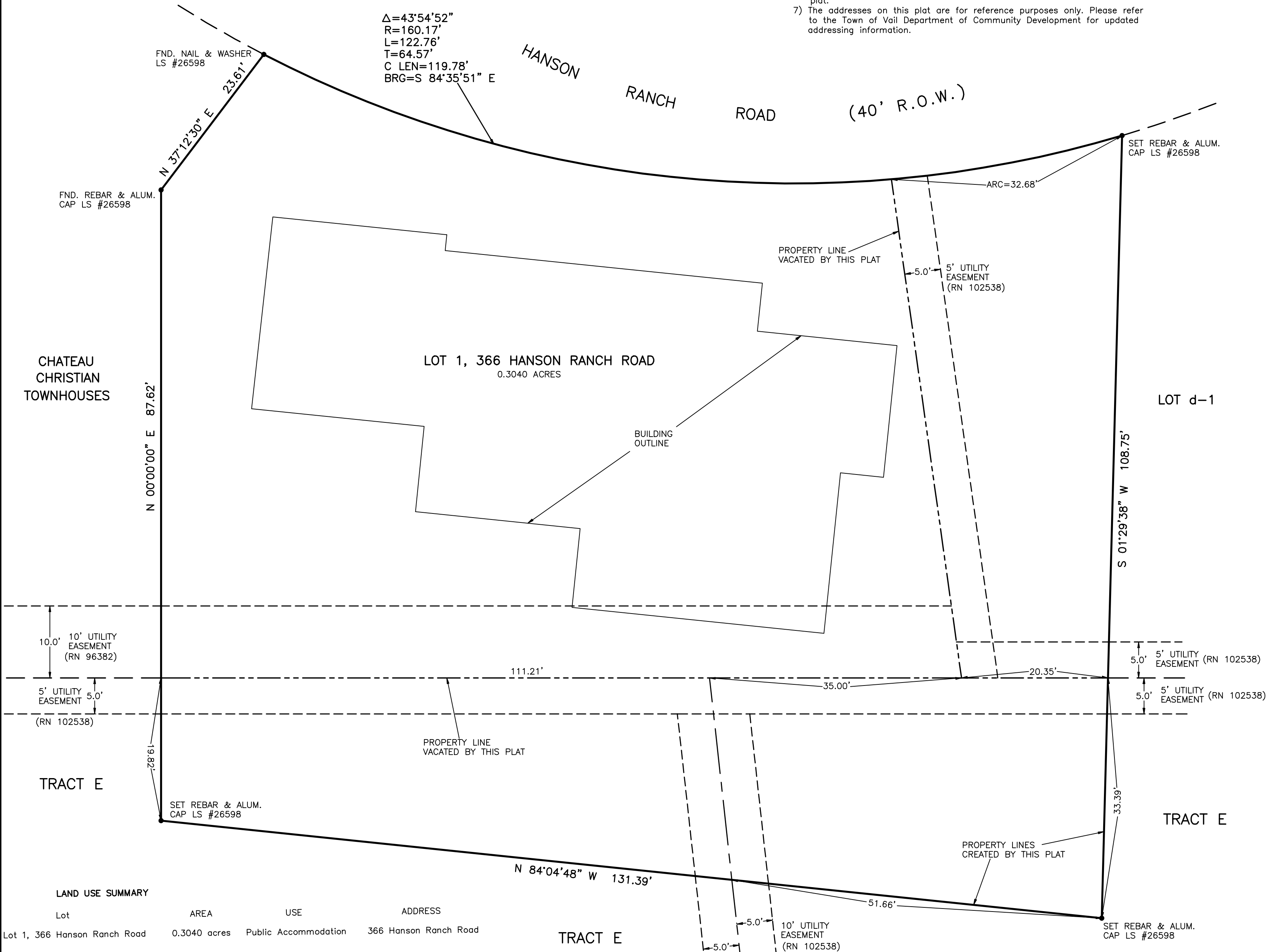
Treasurer of Eagle County

CLERK AND RECORDER'S CERTIFICATE

This Plat was filed for record in the Office of the Clerk and Recorder at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and is duly recorded as Reception No. \_\_\_\_\_.

Clerk and Recorder

By: \_\_\_\_\_  
Deputy



LAND USE SUMMARY			
Lot	AREA	USE	ADDRESS
Lot 1, 366 Hanson Ranch Road	0.3040 acres	Public Accommodation	366 Hanson Ranch Road

**EAGLE VALLEY SURVEYING, INC.**  
41199 HIGHWAY 6 & 24, EAGLE-VAIL  
P.O. BOX 1230  
EDWARDS, CO. 81632  
(970)949-1406