



TOWN OF ERIE
Community Development Department – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME:		
FILE NO:	DATE SUBMITTED:	FEES PAID:

PROJECT/BUSINESS NAME: Coal Creek Center Lot 1 Minor Subdivision
PROJECT ADDRESS: Vacant Lot
PROJECT DESCRIPTION: Subdivide Lot 1 into two lots at the northeast corner of County Line Road and Austin Avenue.

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)
Subdivision Name: Coal Creek Center

Filing #: Lot #: 1 Block #: Section: 19 Township: 1N Range: 68W

OWNER (attach separate sheets if multiple)	AUTHORIZED REPRESENTATIVE
Name/Company: Erie Commercial, LLC	Company/Firm: TAIT & Associates, Inc. (TAIT)
Contact Person: Phil Irwin	Contact Person: Tim Uhrik
Address: 720 Austin Ave. #200	Address: 6163 E County Rd 16
City/State/Zip: Erie, CO 80516	City/State/Zip: Loveland, CO 80537
Phone: 303-833-4454 Fax: 303-833-4460	Phone: 970-612-5444 Fax: 970-613-1897
E-mail: Phil@irwin-companies.com	E-mail: tuhrik@tait.com

MINERAL RIGHTS OWNER (attach separate sheets if multiple)	MINERAL LEASE HOLDER (attach separate sheets if multiple)
Name/Company: Anadarko	Name/Company: Crestone Peak Resources
Address: P.O. Box 173779	Address: 685 Briggs Street
City/State/Zip: Denver, CO 80217	City/State/Zip: Erie, CO 80516

LAND-USE & SUMMARY INFORMATION	
Present Zoning: CC	Gross Site Density (du/ac): N/A
Proposed Zoning: CC	# Lots/Units Proposed: 2 lots
Gross Acreage: 1.7712	Gross Floor Area: Lot 1A: 7,453 sf; Lot 1B: TBD

SERVICE PROVIDERS	
Electric: Xcel	Gas: Xcel
Metro District: None	Fire District: Mountain View
Water (if other than Town):	Sewer (if other than Town):

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input checked="" type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	\$ 600.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	\$ 10,000.00
All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.			

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: ERIE COMMERCIAL, LLC Date: 12/6/17
Owner: Phil D. Travin Date: _____
Applicant: _____ Date: _____

STATE OF COLORADO)
County of weld) ss.
The foregoing instrument was acknowledged before
me this 6th day of DECEMBER, 2017,
by Phil D Travin Manager of ERIE COMMERCIAL, LLC

APRIL ZUNIGA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044038951
My Commission Expires Oct. 28, 2020

My commission expires: 10/28/2020
Witness my hand and official seal. April Zuniga
Notary Public

ERIE COMMERCIAL, LLC
720 Austin Avenue, Suite 200
Erie, Colorado 80516
(303) 833-4454 Phone (303) 833-4460 Fax

LAND USE APPLICATION

Coal Creek Center 3rd Amendment Minor Subdivision

General concept: Lot 1 is located on the northeast corner of County Line Road and Austin Avenue and is surrounded by Aspen Ridge Preparatory School on the east across Lloyd Lane, an inline retail building on the south across Austin Avenue, Stop n' Save on the north, and County Line Road on the west. The lot is under contract with O'Reilly Auto Enterprises, LLC subject to the Minor Subdivision to provide O'Reilly Auto an approximately 45,766 SF (1.073 acres) lot at the hard corner. The existing Lot 1 is 77,155 SF leaving the remaining part of the existing Lot 1 at approximately 30,389 SF (0.698 acres). The zoning Community Commercial and is to remain unchanged. From Paula Mehle, Town of Erie Economic Development Coordinator: "According to some retail data I have on the company they had 4,571 stores in 2015 with total sales of \$7,967,000,000 equating to about \$1.7 million in sales per store. For Erie that would equate to about \$61,000 in sales tax."

Total land area to be subdivided: Unchanged - existing land area is 77,155 SF.

Total number of lots: two.

Total Square footage of floor area proposed: Lot 1A of 45,766 SF (the O'Reilly Auto lot) and Lot 1B of 30,389 SF Erie Commercial retained lot).

Total land area as open space: None.

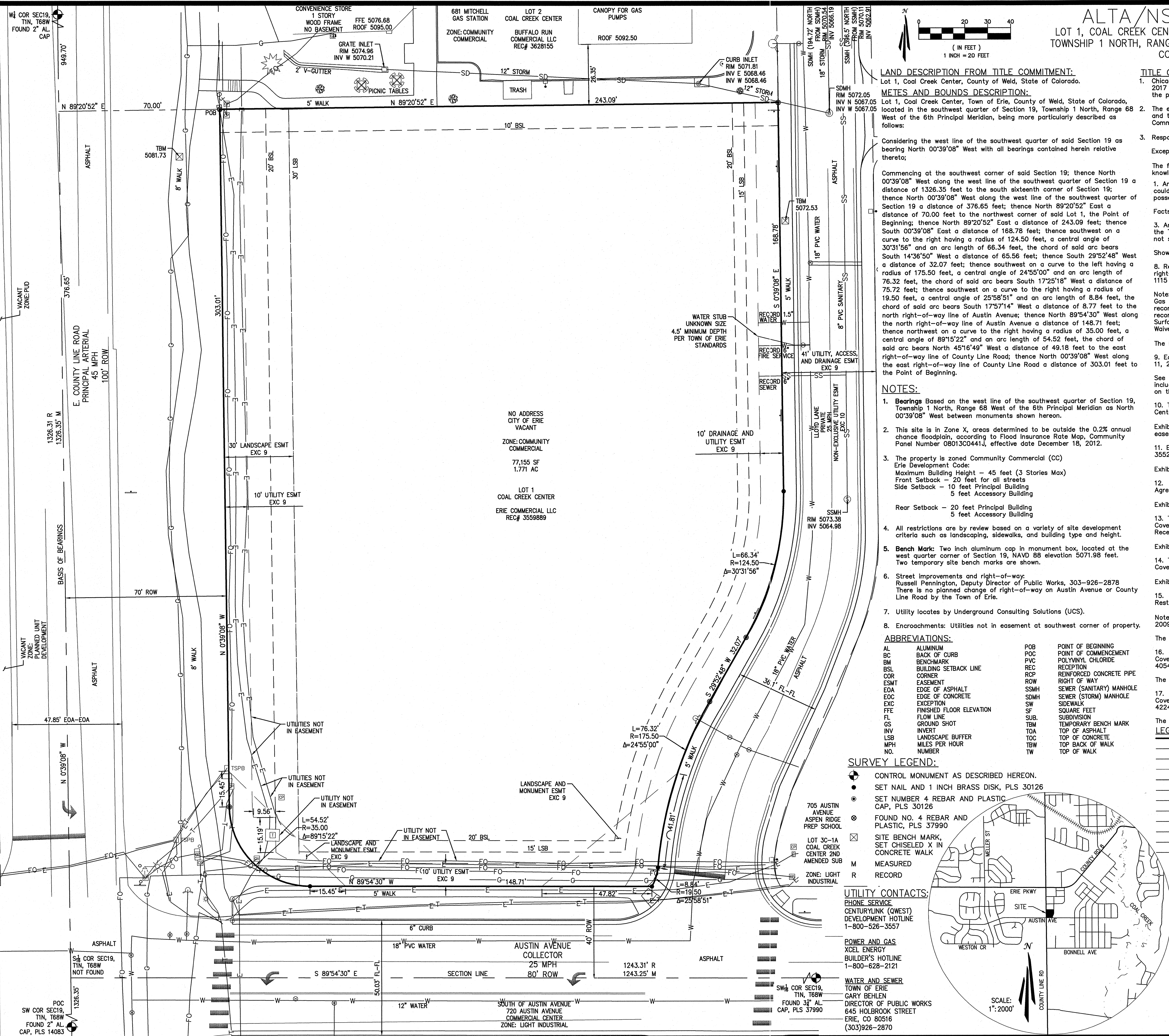
Phasing: Separate lots to be built individually and to go through the Town of Erie Site Plan Process separately.

Infrastructure: Each lot is served by surrounding private streets and public utilities which are all complete.

Public and private open space, parks, common areas, common buildings: None.

Existing restrictions: The existing service laterals will be used on Lot 1B and Lot 1A will require access to Lloyd Land (private road) for water and sewer connections. Lot 1B will allow for access for drainage needs if needed. Both lots will cooperate and share an access off Lloyd Lane via a Shared Access Drive.

Nov 07, 2017 - 2:01pm by svariano J:\04\10880\0'REILLY - ERIE, CO (ERI)\Survey\Office\ALTA\0410880-ALTA.dwg



ALTA/NSPS LAND TITLE SURVEY

LOT 1, COAL CREEK CENTER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

LAND DESCRIPTION FROM TITLE COMMITMENT:

Lot 1, Coal Creek Center, County of Weld, State of Colorado.

METES AND BOUNDS DESCRIPTION:

Lot 1, Coal Creek Center, Town of Erie, County of Weld, State of Colorado, located in the southwest quarter of Section 19, Township 1 North, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Considering the west line of the southwest quarter of said Section 19 as bearing North 00°39'08" West with all bearings contained herein relative thereto;

Commencing at the southwest corner of said Section 19; thence North 00°39'08" West along the west line of the southwest quarter of Section 19 a distance of 1326.35 feet to the south sixteenth corner of Section 19; thence North 00°39'08" West along the west line of the southwest quarter of Section 19 a distance of 376.65 feet; thence North 89°20'52" East a distance of 70.00 feet to the northwest corner of said Lot 1, the Point of Beginning; thence North 89°20'52" East a distance of 243.09 feet; thence South 00°39'08" East a distance of 168.78 feet; thence southwest on a curve to the right having a radius of 124.50 feet, a central angle of 30°31'56" and an arc length of 66.34 feet, the chord of said arc bears South 14°36'50" West a distance of 65.56 feet; thence South 29°52'48" West a distance of 32.07 feet; thence southwest on a curve to the left having a radius of 175.50 feet, a central angle of 24°55'00" and an arc length of 76.32 feet, the chord of said arc bears South 17°25'18" West a distance of 75.72 feet; thence southwest on a curve to the right having a radius of 19.50 feet, a central angle of 25°58'51" and an arc length of 8.84 feet, the chord of said arc bears South 17°57'14" West a distance of 8.77 feet to the north right-of-way line of Austin Avenue; thence North 89°54'30" West along the north right-of-way line of Austin Avenue a distance of 148.71 feet; thence northwest on a curve to the right having a radius of 35.00 feet, a central angle of 89°15'22" and an arc length of 54.52 feet, the chord of said arc bears North 45°16'49" West a distance of 49.18 feet to the east right-of-way line of County Line Road a distance of 303.01 feet to the Point of Beginning.

NOTES:

- Bearings Based on the west line of the southwest quarter of Section 19, Township 1 North, Range 68 West of the 6th Principal Meridian as North 00°39'08" West between monuments shown herein.
- This site is in Zone X, areas determined to be outside the 0.2% annual chance floodplain, according to Flood Insurance Rate Map, Community Panel Number 08013C04411, effective date December 18, 2012.
- The property is zoned Community Commercial (CC) Erie Development Code: Maximum Building Height - 45 feet (3 Stories Max) Front Setback - 20 feet for all streets Side Setback - 10 feet Principal Building 5 feet Accessory Building Rear Setback - 20 feet Principal Building 5 feet Accessory Building
- All restrictions are by review based on a variety of site development criteria such as landscaping, sidewalks, and building type and height.
- Bench Mark: Two inch aluminum cap in monument box, located at the west quarter corner of Section 19, NAVD 88 elevation 5071.98 feet. Two temporary site bench marks are shown.
- Street improvements and right-of-way: Russell Pennington, Deputy Director of Public Works, 303-926-2878. There is no planned change of right-of-way on Austin Avenue or County Line Road by the Town of Erie.
- Utility locates by Underground Consulting Solutions (UCS).
- Encroachments: Utilities not in easement at southwest corner of property.

ABBREVIATIONS:

AL	ALUMINUM	POB	POINT OF BEGINNING
BC	BACK OF CURB	PVC	POLYVINYL CHLORIDE
BM	BENCHMARK	REC	RECEPTION
BSL	BUILDING SETBACK LINE	RCP	REINFORCED CONCRETE PIPE
COR	CORNER	ROW	RIGHT OF WAY
ESMT	EASEMENT	SSMH	SEWER (SANITARY) MANHOLE
EOA	EDGE OF ASPHALT	SSMH	SEWER (STORM) MANHOLE
EOC	EDGE OF CONCRETE	SW	SIDEWALK
EXC	EXCEPTION	SF	SQUARE FEET
FFE	FINISHED FLOOR ELEVATION	SUB	SUBDIVISION
FL	FLOW LINE	TBM	TEMPORARY BENCH MARK
GS	GROUND SHOT	TOA	TOP OF ASPHALT
INVT	INVERT	TOC	TOP OF CONCRETE
LSB	LANDSCAPE BUFFER	TBW	TOP BACK OF WALK
MPH	MILES PER HOUR	TW	TOP OF WALK
NO.	NUMBER		

SURVEY LEGEND:

- CONTROL MONUMENT AS DESCRIBED HEREON.
- SET NAIL AND 1 INCH BRASS DISK, PLS 30126
- SET NUMBER 4 REBAR AND PLASTIC CAP, PLS 30126
- FOUND NO. 4 REBAR AND PLASTIC, PLS 37990
- SITE BENCH MARK, SET CHISELED X IN CONCRETE WALK
- M MEASURED
- R RECORD

UTILITY CONTACTS:

PHONE SERVICE
CENTURYLINK (WEST)
DEVELOPMENT HOTLINE
1-800-526-3557

POWER AND GAS

XCEL ENERGY
BUILDER'S HOTLINE
1-800-628-2121

WATER AND SEWER

TOWN OF ERIE
GARY BEHLEN
DIRECTOR OF PUBLIC WORKS
645 HOLBROOK STREET
ERIE, CO 80516
(303)926-2870

TITLE COMMITMENT NOTES:

- Chicago Title Insurance Company Commitment No. 100-N0013768-030-TH dated August 28, 2017 was relied upon for record data regarding rights-of-way, easements and encumbrances in the preparation of this survey.
- The estate or interest in the land described or referred to in the Commitment is Fee Simple and the Title to the estate or interest in the land is at the Effective Date vested in Erie Commercial, LLC, a Colorado limited liability company.
- Responses to Schedule "B" Exceptions

Exceptions 2, 4, 5, 6, 7 and 18 are not part of this survey and are not addressed.

The following exceptions from Schedule "B" are shown and noted hereon to the best of my knowledge and belief:

- Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

Facts that can be ascertained by an inspection of the land are shown.

- Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.

Shown and noted.

- Reservation of coal or other minerals and associated rights, and reservations of right-of-ways and related rights as set forth in Deed recorded August 10, 1943 in Book 1115 at Page 165.

Note: The following documents were recorded in connection with the above exception: Oil and Gas Lease recorded May 11, 1992 at Reception No. 2287501. Affidavit of Production recorded March 21, 1994 at Reception No. 2379326. Consent and Surface Use Agreement recorded January 13, 2005 at Reception No. 3252948. First Supplement to Consent and Surface Use Agreement recorded March 29, 2007 at Reception No. 3465275. Consent and Waiver recorded January 13, 2005 at Reception No. 3252947.

The legal description in the deed (affected area) includes all of the property.

- Easements and notes as set forth on the Plat Map of Coal Creek Center recorded June 11, 2008 at Reception No. 3559889.

See plat notes for blanket access easements and impact of Erie Airport and mining that includes all of the property. Drainage, utility, Landscape and monument easements shown on the plat are plotted on the survey.

- Terms, conditions, provisions, agreements and obligations contained in the Coal Creek Center Pre-Development Agreement recorded March 18, 2008 at Reception No. 3542268.

Exhibit A (affected area) includes all of the property. A portion of the non-exclusive utility easement described in Exhibit B is adjacent to the property as shown on the survey.

- Effect of Rezoning Ordinance No. 14-2008 recorded May 7, 2008 at Reception No. 3552368.

Exhibit A (affected area) includes all of the property.

- Terms, conditions, provisions, agreements and obligations contained in the Development Agreement recorded June 11, 2008 at Reception No. 3559888.

Exhibit A (affected area) includes all of the property.

- Terms, conditions, provisions, agreements and obligations contained in the Declaration of Covenants, Conditions and Restrictions for Coal Creek Center recorded October 14, 2008 at Reception No. 3584192.

Exhibit A (affected area) includes all of the property.

- Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant Declaration recorded October 14, 2008 at Reception No. 3584193.

Exhibit A (affected area) does not include the property.

- Terms, conditions, provisions, agreements and obligations contained in the Declaration of Restrictive Covenant recorded June 8, 2009 at Reception No. 3628157.

Note: Lender's Consent Declaration of Restrictive Covenant Eric, Colorado recorded June 22, 2009 at Reception Nos. 3631628 and 3631629.

The affected area includes all of the property.

- Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant as set forth below: Recording Date: October 15, 2014 Recording No.: Reception No. 4054096.

The affected area includes all of the property.

- Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant as set forth below: Recording Date: August 2, 2016 Recording No.: Reception No. 4224302.

The affected area includes all of the property.

LEGEND:

PROPERTY LINE	○	BOLLARD/POST	□	TSPB
ADJOINER PROPERTY LINE	○	COMMUNICATION PEDESTAL	□	TRAFFIC SIGNAL PULL BOX
SETBACK LINE	□	COMMUNICATION VAULT	□	
EASEMENT LINE	□	ELECTRIC METER	□	
SECTION LINE	□	ELECTRIC TRANSFORMER	□	
COMMUNICATION LINE	□	FIRE HYDRANT	□	
ELECTRIC LINE	□	GAS METER	□	
FIBER OPTIC LINE	□	SANITARY SEWER CLEANOUT	□	
GAS LINE	□	SANITARY SEWER MANHOLE	□	
SANITARY SEWER LINE	□	SIGN	□	
STORM SEWER LINE	□	SITE LIGHT	□	
WATER LINE	□	STREET LIGHT	□	
	□	STORM SEWER MANHOLE	□	

SURVEY CERTIFICATION:

I hereby certify to CHICAGO TITLE INSURANCE COMPANY, ERIE COMMERCIAL, LLC, a Colorado limited liability company and O'REILLY AUTO ENTERPRISES LLC, a Delaware limited liability company that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(a)(c), 8, 9, 11, 13, 14, 16, 17, 18, and 19 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Colorado the Relative Positional Accuracy of this survey does not exceed that which is specified therein. All information shown hereon is true and accurate to the best of my knowledge and belief. The final map was completed on September 25, 2017.

Steven B. Variano, PLS 30126

11/01/17

JN

ESMT REMOVED ALONG N. PROP. LINE

BY

DATE

NO.

DESCRIPTION

REVISIONS

NO.

DESCRIPTION

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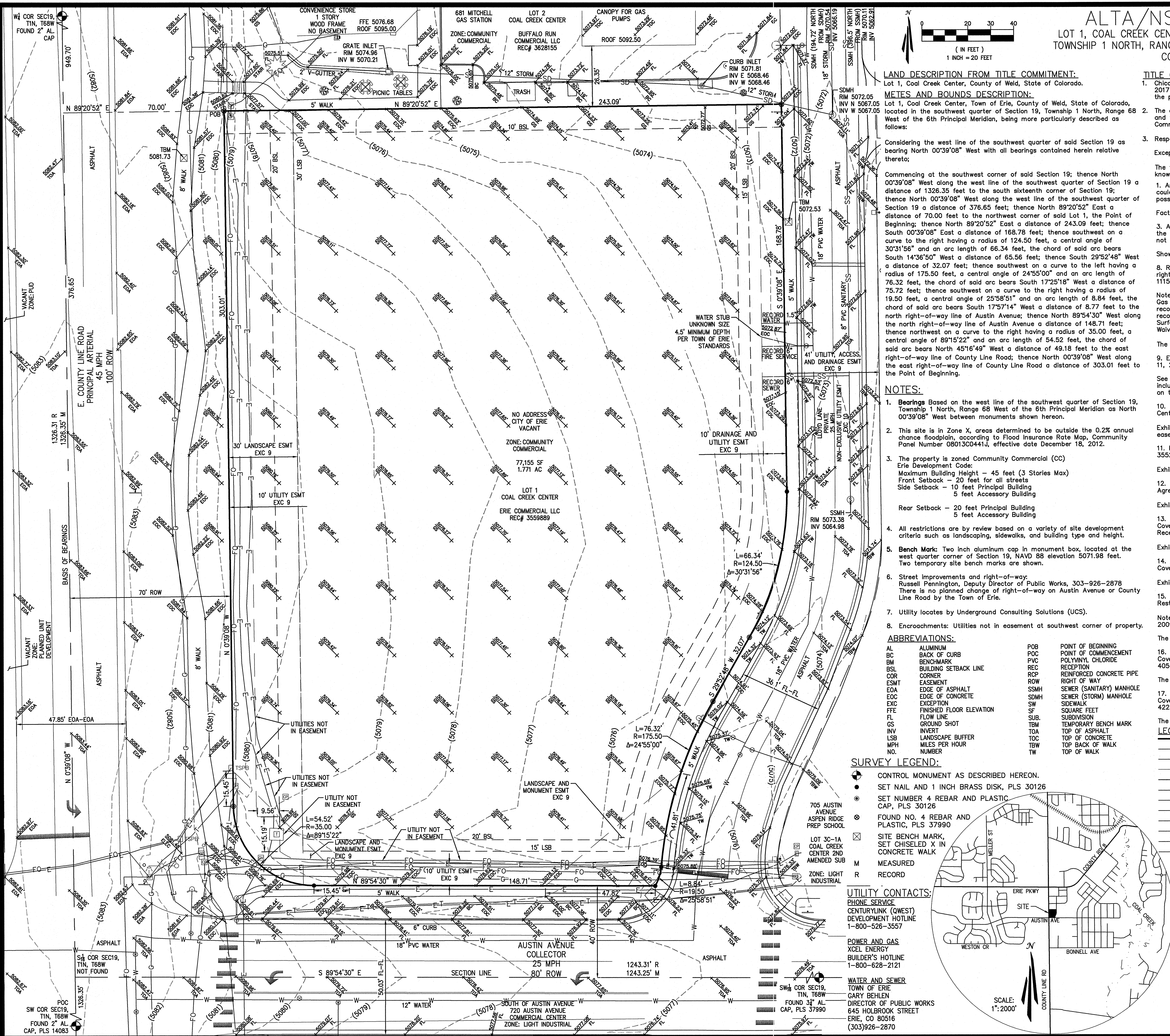
LOT 1 - COAL CREEK CENTER, ERIE, CO

ALTA / ACSM LAND TITLE SURVEY

SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST

SV1

Nov 07, 2017 - 1:52pm by svariano J:\04\1010880 O'REILLY - ERIE, CO (ERI)\Survey\Office\ALTA\0410880-ALTA.dwg



ALTA/NSPS LAND TITLE SURVEY

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SURVEY LEGEND:

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- RECORD

UTILITY CONTACTS:

PHONE SERVICE:
CENTURYLINK (WEST)
DEVELOPMENT HOTLINE
1-800-526-3557

POWER AND GAS:
XCEL ENERGY
BUILDER'S HOTLINE
1-800-628-2121

WATER AND SEWER:
TOWN OF ERIE
GARY BEHLEN
DIRECTOR OF PUBLIC WORKS
645 HOLBROOK STREET
ERIE, CO 80516
(303)926-2870

TITLE COMMITMENT NOTES:

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 - Responses to Schedule "B" Exceptions
- Exceptions 2, 4, 5, 6, 7 and 18 are not part of this survey and are not addressed.
- The following exceptions from Schedule "B" are shown and noted hereon to the best of my knowledge and belief:
- Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 - Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
- Shown and noted.
- Reservation of coal or other minerals and associated rights, and reservations of right-of-ways and related rights as set forth in Deed recorded August 10, 1943 in Book 1115 at Page 165.

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The legal description in the deed (affected area) includes all of the property.

See plat notes for blanket access easements and impact of Erie Airport and mining that includes all of the property. Drainage, utility, Landscape and monument easements shown on the plat are plotted on the survey.

10. Terms, conditions, provisions, agreements and obligations contained in the Coal Creek Center Pre-Development Agreement recorded March 18, 2008 at Reception No. 3542268.

Exhibit A (affected area) includes all of the property. A portion of the non-exclusive utility easement described in Exhibit B is adjacent to the property as shown on the survey.

11. Effect of Rezoning Ordinance No. 14-2008 recorded May 7, 2008 at Reception No. 3552368.

Exhibit A (affected area) includes all of the property.

12. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement recorded June 11, 2008 at Reception No. 3559888.

Exhibit A (affected area) includes all of the property.

13. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Covenants, Conditions and Restrictions for Coal Creek Center recorded October 14, 2008 at Reception No. 3584192.

Exhibit A (affected area) includes all of the property.

14. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant Declaration recorded October 14, 2008 at Reception No. 3584193.

Exhibit A (affected area) does not include the property.

15. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Restrictive Covenant recorded June 8, 2009 at Reception No. 3628157.

Note: Lender's Consent Declaration of Restrictive Covenant Eric, Colorado recorded June 22, 2009 at Reception Nos. 3631628 and 3631629.

The affected area includes all of the property.

16. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant as set forth below: Recording Date: October 15, 2014 Recording No.: Reception No. 4054096.

The affected area includes all of the property.

17. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant as set forth below: Recording Date: August 2, 2016 Recording No.: Reception No. 4224302.

The affected area includes all of the property.

LEGEND:	
PROPERTY LINE	○ BOLLARD/POST
ADJOINER PROPERTY LINE	□ COMMUNICATION PEDESTAL
SETBACK LINE	□ COMMUNICATION VAULT
EASEMENT LINE	□ ELECTRIC METER
SECTION LINE	□ ELECTRIC TRANSFORMER
COMMUNICATION LINE	□ FIRE HYDRANT
ELECTRIC LINE	□ GAS METER
FIBER OPTIC LINE	□ SANITARY SEWER CLEANOUT
GAS LINE	□ SANITARY SEWER MANHOLE
SANITARY SEWER LINE	□ SIGN
STORM SEWER LINE	□ SITE LIGHT
WATER LINE	□ STREET LIGHT
	□ STORM SEWER MANHOLE
	□ TSPB
	□ TRAFFIC SIGNAL PULL BOX
	□ TRAFFIC SIGNAL WITH STREET LIGHT
	□ CONIFEROUS/DECIDUOUS TREE
	□ WATER MANHOLE
	□ WATER VALVE

SURVEY CERTIFICATION:

I hereby certify to CHICAGO TITLE INSURANCE COMPANY, ERIE COMMERCIAL, LLC, a Colorado limited liability company and O'REILLY AUTO ENTERPRISES LLC, a Delaware limited liability company that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5 6(a), 7(c)(c), 8, 9, 11, 13, 14, 16, 17, 18, and 19 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Colorado the Relative Positional Accuracy of this survey does not exceed that which is specified therein. All information shown hereon is true and accurate to the best of my knowledge and belief. The fieldwork was completed on September 29, 2017.

Steven B. Varrano, PLS 30126

11/01/17

ESMT REMOVED ALONG N. PROP. LINE

BY DATE

NO. DESCRIPTION REVISIONS

4433 East County Street 16
Lafayette, CO 80507
P: 303.431.1877
F: 303.431.1877
www.tait.com

TAIT

Since 1944

Landmark
Surveying
Mapping
Boundary
Construction

LOT 1 - COAL CREEK CENTER, ERIE, CO

ALTA / ACSM LAND TITLE SURVEY

SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST

DRAWN: JN

DATE: 09/27/17

CHECKED: SBV

DATE: 10/04/17

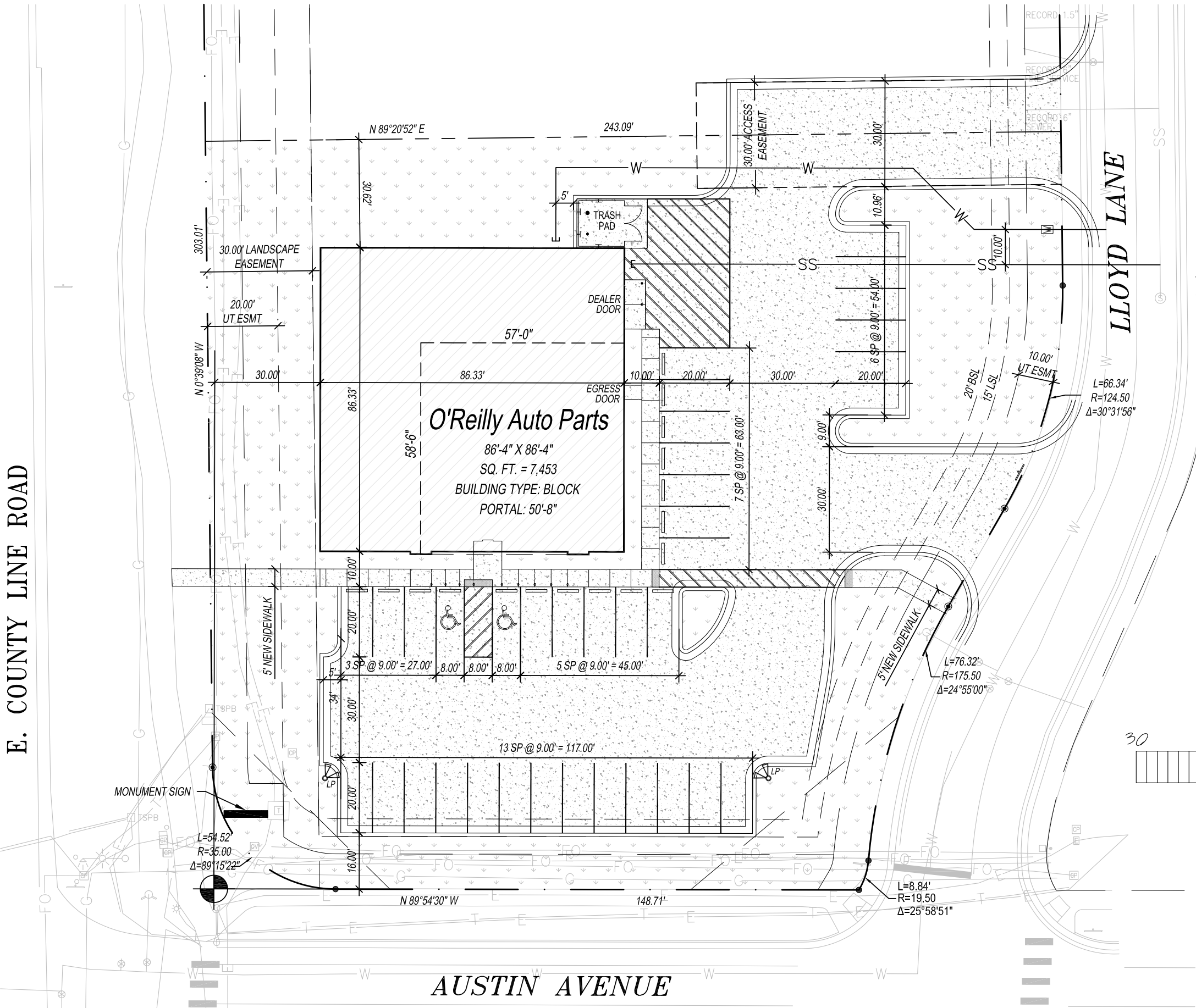
REVISION #: 1

DATE: 11/01/17

JOB NO.: 0410880

SV1

E. COUNTY LINE ROAD



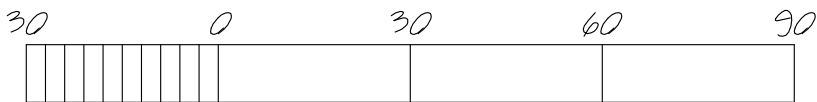
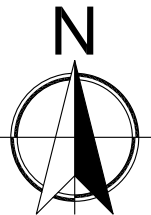
SYMBOLS LEGEND

NOTE: REFER TO SURVEY FOR EXISTING CONDITIONS SYMBOLS LEGEND.

- NEW BUILDING CONSTRUCTION
- AREA OF CONCRETE
- NEW LANDSCAPE AREA
- NEW MONUMENT SIGN LOCATION
- NEW CONCRETE PAVING BLOCK
- NEW LIGHT POLE LOCATION
- ADJACENT PROPERTY/ ROW LINE
- PROPOSED ADJACENT LOT LINE

UTILITIES LEGEND:

- SS PROPOSED SANITARY SEWER
- PROPOSED CLEANOUT
- W PROPOSED WATER SERVICE
- SS EXISTING SANITARY SEWER
- W EXISTING WATER SERVICE
- FO EXISTING FIBER OPTICS SERVICE
- G EXISTING GAS SERVICE
- E EXISTING ELECTRIC SERVICE
- T EXISTING TELEPHONE SERVICE



GRAPHIC SCALE - FEET

CAUTION:
INFORMATION ON THIS DRAWING
CONCERNING TYPE AND LOCATION
OF UNDERGROUND AND OTHER
UTILITIES IS NOT GUARANTEED TO
BE ACCURATE OR ALL INCLUSIVE.
THE CONTRACTOR IS RESPONSIBLE
FOR MAKING HIS OWN
DETERMINATION AS TO THE TYPE
AND LOCATION OF UNDERGROUND
AND OTHER UTILITIES AS MAY BE
NECESSARY TO AVOID DAMAGE
THERE TO.



PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

6123 East County Road 16
Loveland, CO 80537

TAIT NOT FOR CONSTRUCTION

Since 1964
TAIT & ASSOCIATES, INC.
6123 East County Road 16
Loveland, CO 80537
P: 970/613-1777
F: 970/613-1777
WWW.TAIT-INC.COM

PROJECT:
NEW O'REILLY AUTO PARTS STORE
E. COUNTY LINE RD & AUSTIN AVE.
ERIE, CO (ERI)
CONCEPTUAL SITE PLAN

O'Reilly AUTO PARTS
CORPORATE OFFICES
233 SOUTH PATTERSON
SPRINGFIELD, MISSOURI 65802
(417) 862-2674 TELEPHONE

COMM # 0000
DATE: 00-00-00
REVISION
DATE:

THOMAS A. LUNDBERG
ARCHITECT
1756 East Sunshine, Suite 417
Springfield, Missouri 65804
e-mail: architect@esterlyschneider.com
417-862-0558
Fax: 417-862-3265

CC1

DATE: January 8, 2018
FILE NUMBER: 100-N0013768-030-TH, Amendment No. 1
PROPERTY ADDRESS: Lot 1 - Final Plat of Coal Creek Center, Erie, CO
BUYER/BORROWER: O'Reilly Auto Enterprises, LLC, a Delaware limited liability company
OWNER(S): Erie Commercial, LLC, a Colorado limited liability company
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 146719348001

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Teresa Hott PHONE: (303) 291-9984 FAX: (303) 633-7720 E-MAIL: teresa.hott@fnf.com
Escrow Assistant	ATTN: Nichole Segura PHONE: (303) 291-9824 E-MAIL: nichole.segura@fnf.com
Title Officer	ATTN: Lauren Payne PHONE: (303) 291-9832 E-MAIL: lauren.payne@fnf.com
Sales Executive	ATTN: Jerry Green E-MAIL: greenjl@fnf.com

TO: O'Reilly Auto Enterprises, LLC, a Delaware limited liability company 233 S. Patterson Springfield, MO 65802	ATTN: Sandra Haynes PHONE: (417) 862-2674 FAX: (417) 829-5726 E-MAIL: shaynes8@oreillyauto.com
--	---

TO: O'Reilly Auto Enterprises, LLC 233 S. Patterson Springfield, MO 65802	ATTN: Shelly Burbridge PHONE: (417) 862-2674 FAX: (417) 829-5726 E-MAIL: smburburbridge@oreillyauto.com
--	--

TO: National Commercial Services Downtown 1401 17th St #480 Denver, CO 80202	ATTN: Teresa Hott PHONE: (303) 942-2200 FAX: (303) 628-1671 E-MAIL: teresa.hott@fnf.com
--	--

END OF TRANSMITTAL

**Chicago Title Insurance Company
COMMITMENT**

SCHEDULE A

Commitment No: 100-N0013768-030-TH, Amendment No. 1

1. Effective Date: January 2, 2018 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured

Policy Amount

(a) ALTA Owners Policy 6-17-06

\$679,230.00

O'Reilly Auto Enterprises, LLC, a Delaware limited liability company

(b) None

\$

\$

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

A Fee Simple

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

Erie Commercial, LLC, a Colorado limited liability company

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

See Attached Legal Description

(for informational purposes only) Lot 1 - Final Plat of Coal Creek Center, Erie, CO

Commitment Transmittal
(Continued)

PREMIUMS:

Owners Policy	957.00
----------------------	---------------

Attached Legal Description

Lot 1,
Coal Creek Center,
County of Weld,
State of Colorado.

SCHEDULE B – Section 1

Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- e. Copy of Operating Agreement and recordation of Statement of Authority for Erie Commercial, LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- f. Copy of Operating Agreement and recordation of Statement of Authority for **O'Reilly Auto Enterprises, LLC, a Delaware limited liability company** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- g. Furnish for recordation a partial release of deed of trust:

Amount: \$1,800,000.00
Trustor/Grantor: Erie Commercial, LLC
Trustee: Public Trustee of Weld County
Beneficiary: Douglas J. Lyle and Mary C. Lyle
Recording Date: November 24, 2004
Recording No: [Reception No. 3238284](#)

Description of land to be partially released: set forth on Schedule A, herein.

Note: First Amendment to Deed of Trust recorded October 16, 2008 at [Reception No. 3584480](#), and Second Amendment to Deed of Trust recorded September 5, 2014 at [Reception No. 4043551](#).

- h. Furnish for recordation a full release of deed of trust:

Amount: \$1,500,000.00
Trustor/Grantor: Erie Commercial, LLC
Trustee: Public Trustee of Weld County
Beneficiary: James E. Smith
Recording Date: May 9, 2007
Recording No: [Reception No. 3474635](#)

Note: First Amendment to Deed of Trust recorded June 5, 2008 at [Reception No. 3558962](#), Second Amendment to Deed of Trust recorded June 8, 2009 at [Reception No. 3628158](#), Third Amendment to Deed of Trust recorded November 1, 2010 at [Reception No. 3729296](#), Fourth Amendment to Deed of Trust recorded January 18, 2012 at [Reception No. 3818570](#).

- i. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Erie Commercial, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- j. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

SCHEDULE B – Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservation of coal or other minerals and associated rights, and reservations of right-of-ways and related rights as set forth in Deed recorded August 10, 1943 in [Book 1115 at Page 165](#).

Note: The following documents were recorded in connection with the above exception:

Oil and Gas Lease recorded May 11, 1992 at [Reception No. 2287501](#).

Affidavit of Production recorded March 21, 1994 at [Reception No. 2379326](#).

Consent and Surface Use Agreement recorded January 13, 2005 at [Reception No. 3252948](#).

First Supplement to Consent and Surface Use Agreement recorded March 29, 2007 at [Reception No. 3465275](#).

Consent and Waiver recorded January 13, 2005 at [Reception No. 3252947](#).

9. Easements and notes as set forth on the Plat Map of Coal Creek Center recorded June 11, 2008 at [Reception No. 3559889](#).

10. Terms, conditions, provisions, agreements and obligations contained in the Coal Creek Center Pre-Development Agreement recorded March 18, 2008 at [Reception No. 3542268](#).
11. Effect of Rezoning Ordinance No. 14-2008 recorded May 7, 2008 at [Reception No. 3552368](#).
12. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement recorded June 11, 2008 at [Reception No. 3559888](#).
13. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Covenants, Conditions and Restrictions for Coal Creek Center recorded October 14, 2008 at [Reception No. 3584192](#).
14. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant Declaration recorded October 14, 2008 at [Reception No. 3584193](#).
15. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Restrictive Covenant recorded June 8, 2009 at [Reception No. 3628157](#).

Note: Lender's Consent Declaration of Restrictive Covenant Erie, Colorado recorded June 22, 2009 at [Reception Nos. 3631628](#) and [3631629](#).

16. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant as set forth below:

Recording Date: October 15, 2014
Recording No.: [Reception No. 4054096](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant as set forth below:

Recording Date: August 2, 2016
Recording No.: [Reception No. 4224302](#)

18. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

END OF EXCEPTIONS

AFFIDAVIT AND INDEMNITY AGREEMENT

TO NCS Colorado, a division of Fidelity National Title a Colorado Corporation and Chicago Title Insurance Company, a Florida Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: **Lot 1 - Final Plat of Coal Creek Center, Erie, CO**

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to NCS Colorado, a division of Fidelity National Title as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies **NCS Colorado, a division of Fidelity National Title**, a Colorado Corporation and Chicago Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER:

SELLER:

Erie Commercial, LLC, a Colorado limited liability company

SELLER:

SELLER:

State of Colorado
County of **Weld**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by Erie Commercial, LLC, a Colorado limited liability company.

(SEAL)

Notary Public

My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

Lot 1,
Coal Creek Center,
County of Weld,
State of Colorado.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

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

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

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

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

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

By: *Chau L. G. Mallick*
Authorized Signature



By: *Randy Quirk*
Randy Quirk, President
Attest: *Michael Gravelle*
Michael Gravelle, Secretary

CONDITIONS

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

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance 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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that NCS Colorado, a division of Fidelity National Title conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes 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.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that 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 may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

FIDELITY NATIONAL FINANCIAL

PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
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- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

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

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

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

ERIE COMMERCIAL, LLC
720 Austin Avenue, Suite 200
Erie, Colorado 80516
(303) 833-4454 Phone (303) 833-4460 Fax

December 1, 2017

Town of Erie
645 Holbrook Street Erie, CO 80516
ATTN: Community Development Department – Planning Division
Mr. Todd Bjerkaas, Director of Planning & Development

RE: Subdivision and/or Site Plan authority for Lot 1, Coal Creek Center

Erie Commercial, LLC, owner of Lot 1, Coal Creek Center, Town of Erie, County of Weld, State of Colorado (Owner) has contracted to sell part of said Lot 1 subject to Lot 1 to be subdivided into Lot 1A and Lot 1B. TAIT & Associates, Inc. (TAIT) will provide certain civil engineering, surveying, and environmental work for the Buyer as well as certain work for the SIP process for Buyer. Owner does hereby give TAIT authority to process said Lot 1 through the Town of Erie's Minor Subdivision Process as well as the Site Plan processes as to any aspects affecting Owner. Said approvals shall not be binding on the on Owner until the closing of said Contract has occurred.

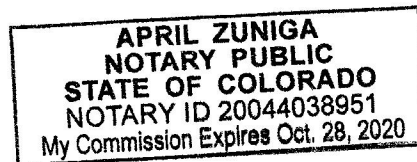
Erie Commercial, LLC



Philip D. Irwin, manager

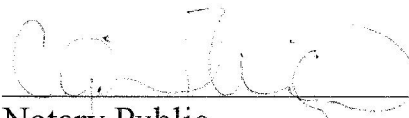
STATE OF COLORADO)

County of Weld)



The forgoing instrument was acknowledged before me this 6 day of December, 2017, by Philip D. Irwin as manager of Erie Commercial, LLC.

My commission expires: 10/28/2020
Witness my hand and official seal.


Notary Public

**REPORT OF MINE
SUBSIDENCE EVALUATION
PROPOSED COAL CREEK CENTER - LOT 1
ERIE, COLORADO
PSI PROJECT NUMBER 05321116**

Prepared for

Irwin Companies, LLC
720 Austin Avenue, Suite 200
Erie, Colorado 80216

Attn: Mr. Phil Irwin

Prepared by

Professional Service Industries, Inc.
1070 West 124th Avenue, Suite 800
Westminster, Colorado 80234
(303) 424-5578

March 22, 2016



Kevin C. Miller
Kevin C. Miller, P.E.
Chief Engineer
CO PE #42959
Expires 10/31/17

Beau Pearl

Beau Pearl, E.I.
Staff Engineer

The above Professional Engineering Seal and signature is an electronic reproduction of the original seal and signature. An original hard copy was sent to the client listed on this document. This electronic reproduction shall not be construed as an original or certified document.

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ATTACHMENTS

Site Vicinity Map (Figure 1)
Boring Location Map (Figure 2)
Appendix A – Geophysical Results
Appendix B – ReMi Test Results

1.0 INTRODUCTION

Professional Service Industries, Inc. (PSI) has conducted a mine subsidence study for the proposed Coal Creek Center Lot 1 in Erie, Colorado. The purpose of our study was to characterize the subsurface strata at the subject site and examine the possibility of voids being present as a result coal mining in the underlying rock. Our services on this project were performed in accordance with PSI Proposal Number 169589, dated January 7, 2016 and authorized by Mr. Phil Irwin on January 7, 2016.

PSI's scope of services for the geotechnical study did not include an assessment of environmental conditions in the soil, bedrock, surface water, groundwater, or air, on or below, or around this site. Any statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

The report, which follows, presents a brief review of our understanding of the project, a discussion of the site and subsurface conditions, and our recommendations. This report addresses the mine subsidence study.

2.0 PROJECT INFORMATION

PSI understands that Irwin Companies, LLC is planning the development of Lot 1 located in the Coal Creek Center development on the southeast corner of Leon Wurl Parkway and County Line Road in Erie, Colorado. (See Figures 1 and 2).

Our project understanding is based on information provided by Mr. Phil Irwin, which included a possible site plan, titled, "Lot 1 – Spec site plan".

Lot 1 is located to the northeast corner of Austin Avenue and East County Line Road in Erie, Colorado. Coal Creek Center development has an approximate latitude and longitude of 40° 2' 1" North and 105° 3' 17" West. This lot is bounded by Austin Avenue on the south, a gas station to the north, Lloyd Lane to the east and East County Line Road to the west.

The proposed development area will include a two-story structure approximately 17,000 square feet in size. The proposed structure will be located in the approximate center of the lot with parking to the west, north and south of the structure.

The entire site is approximately 2.1 acres in size and is covered with sparse vegetation. The site is relatively flat with approximately ± 3 feet in elevations changes.

Descriptions of the site are based upon observations made during our field exploration program. The geotechnical evaluation presented in this report is based upon the available project information and the subsurface materials described in this report. If any of the noted information is incorrect, please inform us so that we may amend the recommendations presented in this report, if needed.

3.0 SUBSURFACE INFORMATION

The following sections provide information relating to subsurface conditions in the area of the proposed development. The geology section is based upon the "Geological Map



of Colorado” by Ogden Tweto, dated 1979 and information relating to subsurface conditions within the property gathered from our current field study.

3.1 Site Geology and Geologic Hazards

Based on the referenced map by Ogden Tweto, 1979, the majority of the site is mapped as being underlain by Eolian Deposits (Qe) which is described as “containing dunes, sand and silt and Peoria Loess”.

3.2 Mining Activity

The Mitchell and Lloyd Mines are located in the general vicinity of Lot 1. The mine shaft for the Lloyd Mine is located approximately 1,000 feet to the northeast of this lot and the shaft for the Mitchell Mine is located approximately 500 feet to the northeast of Lot 1. The mine map does indicate direct mining activity, showing areas of mapped mining activity directly under portions of Lot 1. The coal seam in the area indicated that the mining performed in these mines occurred between 50 to 100 feet below surface grade. See appendix A for more details about mining activity

Coal extracted from this area was reportedly mined using the “room and pillar” method, that retreated to the central haulage way removing the pillars. Mine maps suggest that the rooms and pillars associated with the Lloyd and Mitchell mine were oriented to the north and directly under this lot of this lot. Historic mine maps suggest that the pillars were largely removed prior to closure of these mines in or before 1907 and that the roofs of the mine are largely collapsed. Subsidence from mining activities can result from a variety of causes such as:

- Collapse of mine roof structure
- Failure of pillars
- Plunging of pillars into the floor

Under Lot 1, it appears the pillars were removed except along the haulage and ventilation entries along the northern side. No mining appears to have taken place along the southern limits.

The actual subsidence manifested at the surface is typically related to one of the following:

- Type of mine
- Depth of mining
- Age of mine
- Consistency and thickness of roof rock
- Thickness of overburden
- Consistency of mine floor

As a result of underground mining activities, the ground surface can experience subsidence. The risk of subsidence is greater where materials were removed from



relatively shallow depths and where coal seams were relatively thick. Thin seams mined from significant depth do pose a risk of surface subsidence, but can be characterized as low. The potentially mined coal seam within the subject site area were found to be a depth of approximately 80 to 100 feet below the ground surface and was approximately 5 to 10 feet in thickness. Studies performed on nearby parcels have suggested that nearly all of the mines in this area have partially or totally collapsed leaving relatively minor voids in the subsurface.

Based on the map entitled “Subsidence Hazard Map, Boulder-Weld Coal Field, Boulder and Weld Counties, Colorado” by Amuedo and Ivey for the Colorado Geological Survey, the site lies within an area identified as having “Low” potential for future mine subsidence. Areas identified as having “Low” subsidence potential are defined as “Areas in which the rate and magnitude of any surface displacement would be small enough to warranty repair of damage to existing structures and applications of adequate engineering design to future structures so they can withstand small amounts of foundation displacement.” This was confirmed in our previous mine subsidence studies:

- Project number 0532-75066 was a mine subsidence and geotechnical report on Lot 6, Dated January 25, 2008
- Project number 0532-85029 was a general study done for Lots 1 through 5, dated May 5, 2008
- Project number 0532-85064 was a mine subsidence and geotechnical report done for Lot 2, dated February 2, 2009.
- Project number 0532677 was a mine subsidence done on Lot 3, dated September 20, 2013.
- Project number 0532814 was a mine subsidence and geotechnical report done on Lot 9, dated July 17, 2014.
- Project number 0532832 was a mine subsidence done on Lot 7, dated August 20, 2014.
- Project number 05321061 was a mine subsidence done on Lot 4, dated October 29, 2015
- Project number 05321101 was a mine subsidence done on Lot 1, dated March 7, 2016.

3.3 Subsurface Conditions

The field exploration for this site was conducted in two phases. First, a limited geophysical testing program was conducted to screen the site for potential voids, soft zones, reduced seismic velocity in the roof rock at depths associated with previous mining activity. The second phase of work included drilling soil test borings and conducting a limited program of downhole geophysical logging to assess conditions within the mined interval and to provide data for evaluation of subsurface conditions.

For the first phase of the study, we performed two Refraction Microtremor (ReMi) surveys in locations shown on Figure No. 2. Line 1 traverses from the northeast to the southwest, and Line 2 traverses from the northwest to the southeast. The geophysical



testing method is a form of Multi-Channel Analysis of Surface Waves (MASW) gathered through geophones placed at 15 feet intervals, and was employed to generally characterize the subsurface profile to a depth of approximately 100 feet ± within the subject site. This information was compiled in 1D and 2D profiles as shown in Appendix B.

The results of the geophysical testing are presented on individual profiles that indicate variations in shear wave velocities below the ground surface along the length of the array. These profiles should not be considered as lines, but as areas of increasing thicknesses with depth. By way of interpretation, materials with higher shear wave velocities are indicated by red, yellow and yellow-green shades. Materials with lower shear wave velocities are indicated by light to dark blue shades. Individual profiles are presented in Appendix B.

The geophysical surveys generally indicate a shear wave velocity profile of 700 feet per second in the soils, 1,500 fps in the initial rock contact, a 700 fps velocity in the 50 to 65-foot-deep zone and then about 2900 fps below 70 feet. The lower velocities from 50 to 60 feet are consistent with minor coal seams also noted on the gamma logger at these depths. In general, the roof rock above the upper coal at 50 to 60 feet appears to be lower in density and therefore consistent with the shear wave velocity.

Once subsurface profiles were created using the ReMi geophysical method, the second phase of exploration consisting of exploratory borings was conducted. The scope of the work included two deep exploratory borings (Borings B1 and B2) drilled in the general area mapped as being within the proposed structures footprint.

Borings were advanced to a depth of 120 feet below existing grade. A CME-55 truck mounted drill rig equipped with 4-inch inside diameter, hollow-stem continuous-flight auger was used to extend into bedrock, 40 feet in both borings. Air-rotary drilling was used from the end of the hollow-stem drilling to the termination of both borings, approximately 120 feet below existing grade. To define the depth to and thickness of coal seams and to determine if open voids were present in the mined intervals, downhole gamma and caliper logging was performed in both borings. The results of these tests are included on Appendix A. Low gamma readings indicate unmined or concentrated areas of coal seams. A significant coal seam was encountered in both borings at an approximate depth of 80 to 95 feet. Additional coal seams are indicated at approximate depths of 80 to 85 feet as well as 100 to 108 feet. Gamma activity in Boring B2 indicates a thin seam or multiple seams in the 50 to 60-foot area that the coal seam found in B1 between 100 and 108 feet has either been mined or has smaller concentrations of coal. The caliper shows small voids at 93 and 95 feet in Borings B2. This is also an indication of possible mining activity. Based upon the probe data there are indications mine occurred in the coal seam located below 100 feet in the areas near the center of the lot where Boring B2 was located.

An engineer from our office observed the drilling of the borings on a continuous basis. Variations may occur and should be expected across the site. The stratification represents the approximate boundary between subsurface materials and the transitions may be gradual or indistinct.

3.3.1 Subsurface Profile

In general, the subsurface profile consisted of native materials overlying bedrock. The native overburden soils were encountered to an approximate depth of 35 to 40 feet



below existing grade. Native soils are made up of sand and could be classified as clayey sand and poorly graded sand with clay. Sedimentary bedrock was encountered at approximately 35 feet and continued until coal seams were encountered between 55 to 60 feet, 83 to 91 feet and again at 100 to 108 feet below existing grade. The coal seams are between 5 and 10 feet in thickness.

3.3.2 Groundwater Conditions

Groundwater was encountered during drilling operations, however because of the drilling method exact levels are difficult to judge, however it was evident below approximately 30 feet. It should be noted that it is possible for the groundwater table to fluctuate during the year depending upon climatic and rainfall conditions and changes to surface topography and drainage patterns. Discontinuous zones of perched water may also exist, or develop, within the overburden materials. The groundwater levels presented in this report are the levels that were measured at the time of our field activities.

4.0 GEOTECHNICAL EVALUATION

The available mine maps for the area of Lot 1, indicate significant undermining to the north and central areas of this lot. The borings and ReMi test data suggest that coal seams exist, and mining activity occurred on the coal seam located between 100 and 108 feet below surface grade towards the center and eastern portion of the lot. The ReMi data indicates that the mine map shown under Lot 1 is consistent with the geophysical data. The ReMi data indicates that the central and north areas have collapsed except along the haulage way and also shows the unmined areas to the south. This could indicate a possible collapsed mine. Minimal void spaces were encountered and the ones displayed by the caliper in Boring B2 are small, approximately 6 to 8 inches. Based on the ReMi, gamma, and caliper results, it appears that the underlying mines have collapsed and are consistent with mine records that indicate the removal of pillars, except in the haulage entries. Due to the age of the mines and results obtained in the field, minimal additional mine subsidence is anticipated.

Given that the coal seams or seams with high coal content were detected at depths of about 55 to 60 feet, 83 to 91 feet and 100 to 108 feet below grade, and the top of bedrock is at a depth of about 30 to 40 feet below grade, any mining activity would be overlain by 40 to 50 feet of weathered rock and rock. Studies of coal mines indicate that mine collapse is typically associated with softening of the rock comprising the roof of the mine between pillars followed by roof failure. As the roof of the mine rooms collapse large pieces of bedrock fall to the mine floor in a loose to less dense configuration. As the open rooms fill with these cobble to boulder-sized rock fragments, overlying materials initially arch, then deform and slake gradually, falling to the top of the accumulation debris pile. This deformation and slaking process will generally continue to the height of 2 to 3 times the original height of the tunnel, when the mine will become filled with rubble and provide some support for the overlying bedrock. At this site, if the coal seam had been mined it would have generated a room about 5 to 7 feet in height. Therefore, a collapsed zone would be expected to reach 12 to 21 feet above the mine roof. The borehole data did not indicate large voids that would be consistent with intact mine openings. In fact, the data would indicate that the overburden materials have already subsided from the removal of the coal seam at the 90 foot depth range.

The rubble that fills the mined zone is in a loose state and is interspersed with voids between rock particles, particularly near the floor of the mine. Over time, this rubble will



degrade and consolidate as a result of groundwater and vertical pressure from the overlying strata, reducing the overall volume of the voids. As this occurs, support of overlying strata is reduced and the bedrock will undergo additional deformation. Bulking within this upper zone of deformation is typically lower as the rock will tend to be delaminate and degrade, but not fall through open air.

Where rock cover over a mine is relatively thin, episodes of roof collapse and rubble consolidation can work upward through the bedrock to the overburden soils. If groundwater is present in the overburden, the soil can erode into fractures and voids in the deformed bedrock and cause sinkholes to form. However, where the bedrock is relatively thick, as within this site, bulking will limit the upward progression of the deformation and rock fracturing. Studies have indicated that claystone bedrock exhibits an average bulking factor of about 15 to 20 percent. For the typical 5 to 6 foot mined height of coal within this site, this would typically limit bedrock failure above the mine to a height of 30 to 40 feet. As bedrock above the mined interval is typically greater than 40 feet in thickness, fracturing of bedrock throughout its entire depth is unlikely, as is the formation of associated troughs and sinkholes.

While the formation of open sinkholes is unlikely, continued deformation and degradation of bedrock above mined intervals could occur over time and result in minor surface subsidence. The magnitude of subsidence that we predicted for other sections of the Coal Creek Center development from continued consolidation of mine workings was presented in our Report of Mine Subsidence Study, dated January 15, 2007. In that study, we estimated potential total settlements on the order of 1 inch and differential settlement on the order of ½ inch over 50 feet. We consider the models used in that study, and the resulting estimates of subsidence to be valid for Lot 1.

4.1 Engineering Considerations

Mining activity may have occurred under the proposed Lot 1 location. There may be some minor settlement potential caused by surrounding areas mining activities to the area below Lot 1. The impact of subsidence of the mine beyond the actual limits of the mine is variable and difficult to predict. Therefore, it may be prudent to provide some structural features at this time based on the low potential of subsidence. These features would include limiting building height to 1 to 2 stories to limit increases in vertical stress at the depth of the bulked rock, within and above the mined interval. It is also recommended to limit the wall dimension of the proposed structure to 150 feet. It is recommended that reinforcing be done on stem walls in foundations to bridge localized distortions. However, there need not be a restriction on the lateral extent of building, provided that they are designed to tolerate the magnitude of total and differential settlement associated with continuing mine subsidence as well as foundation related settlement. PSI believes it would be prudent to orient structures on this lot to the central and western portions of this lot.

Caliper runs in boring B1 and B2 show minimal evidence of substantial voids, which was run to a depth of 115 feet.

5.0 LIMITATIONS

The recommendations submitted herein are based upon the available subsurface information obtained by PSI and design details furnished by the project team. If there are any revisions to the plans for this project or if deviations from the subsurface

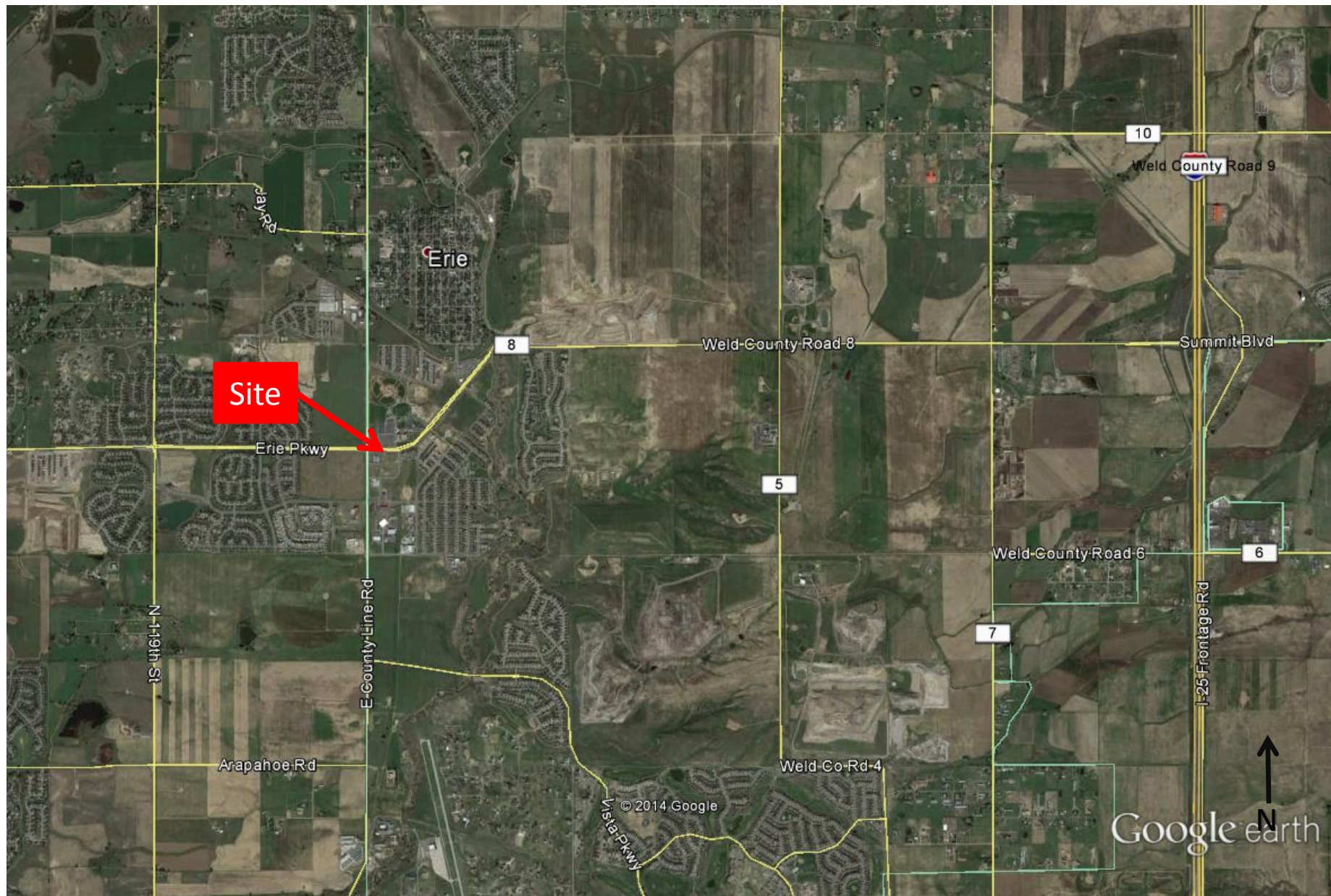


conditions noted in this report are encountered during construction, PSI should be notified immediately to determine if changes in the foundation recommendations are required.

The geotechnical engineer warrants that the findings, recommendations, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices. No other warranties are implied or expressed.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to confirm that recommendations have been properly incorporated into the design documents.





Taken From Google Earth

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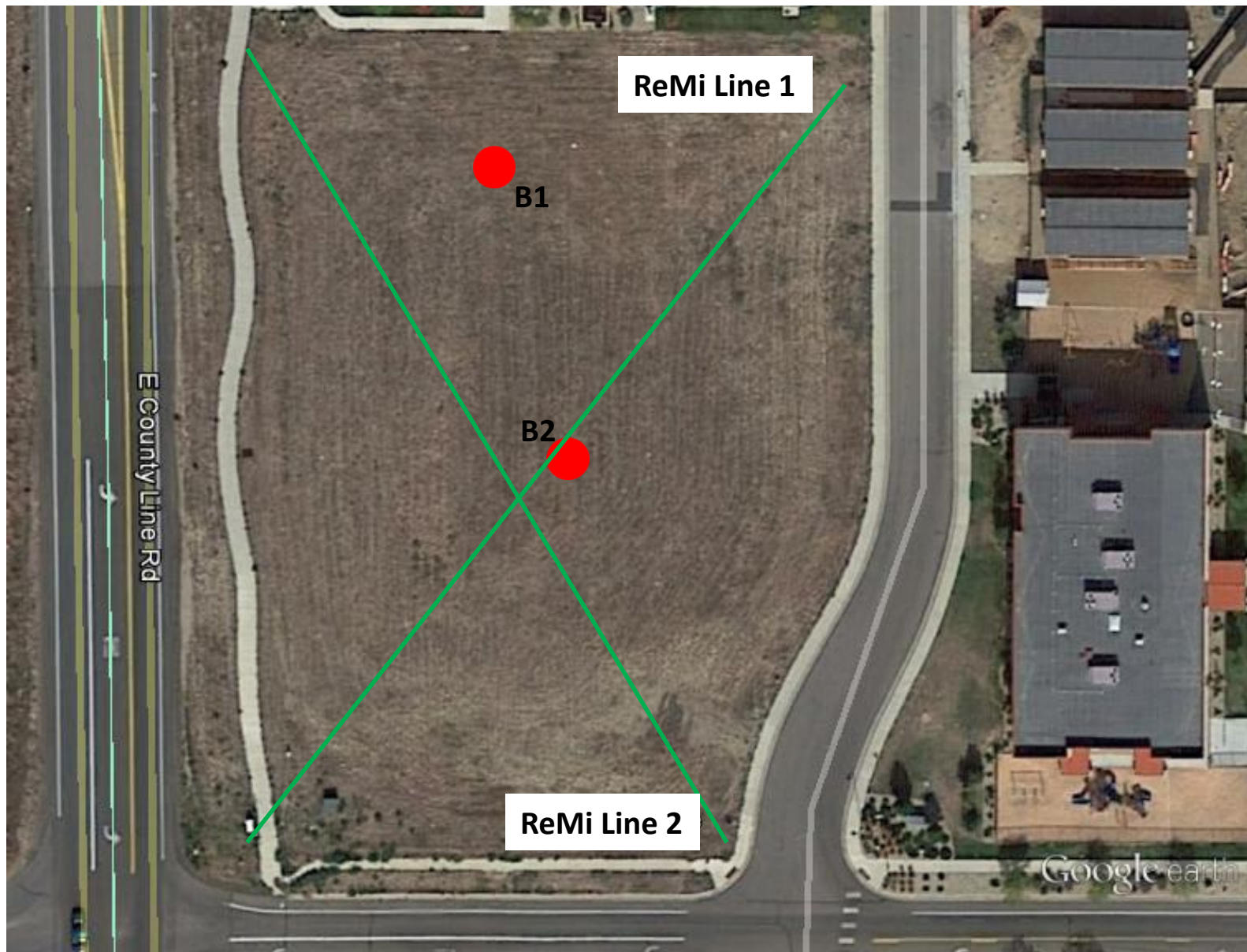
JOB NO. 5321101

Site Vicinity Map

FIGURE NO. 1a

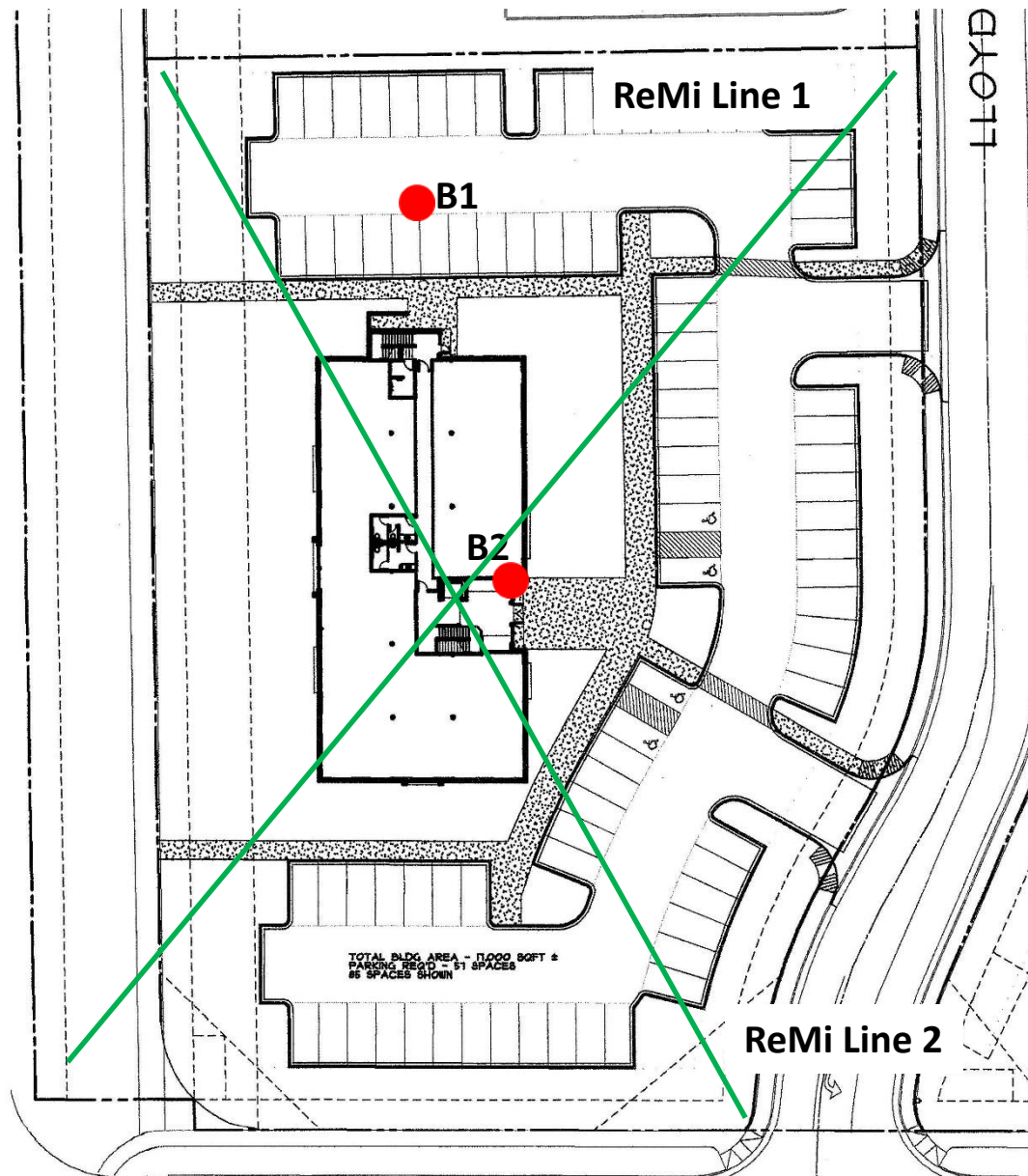


Taken From USGS Map -



Indicates Approximate location of Boring

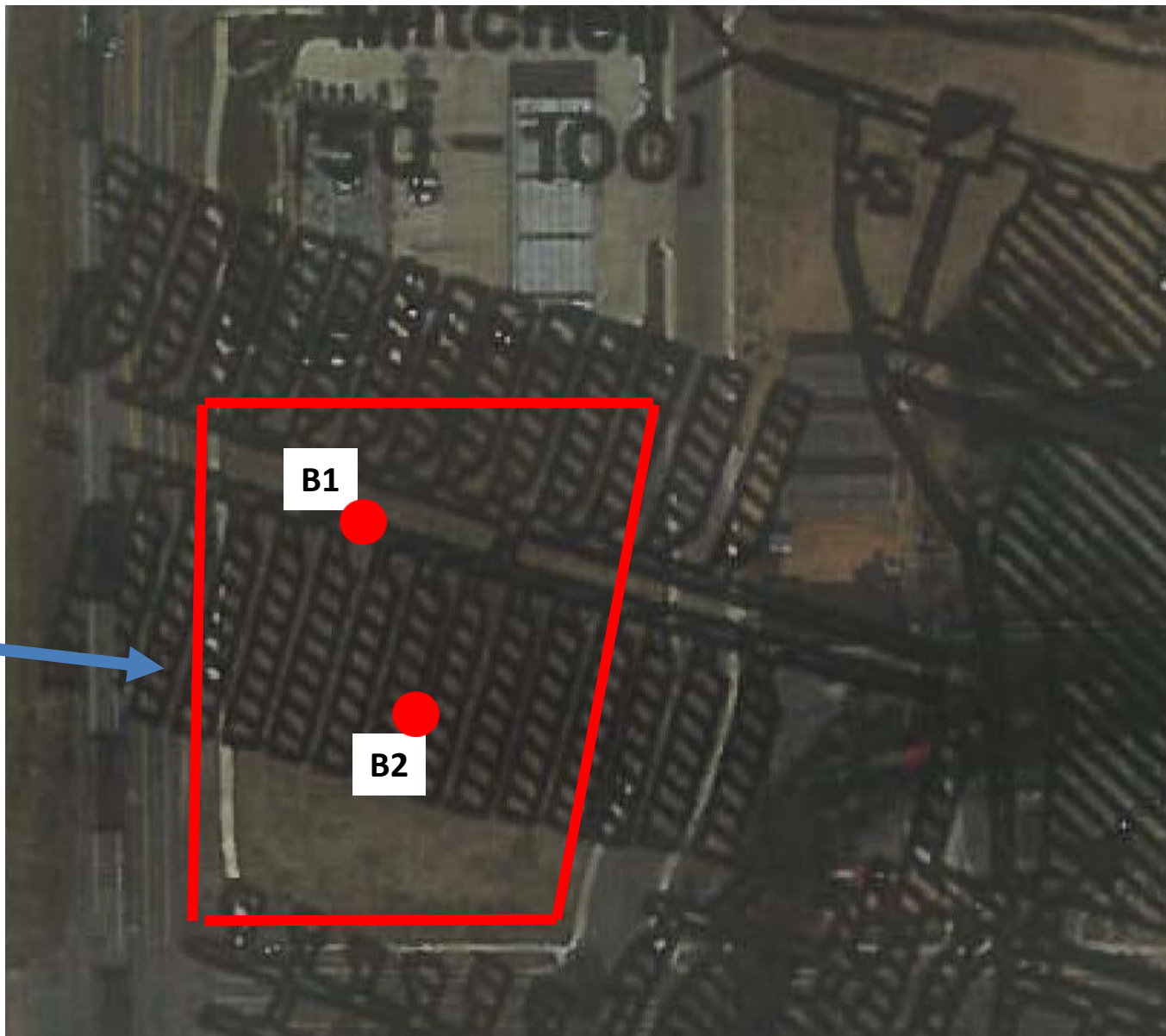
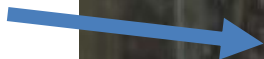
Taken From Google Earth



Indicates Approximate location of Boring

Taken from Proposal Documentation

Lot 1



Indicates Approximate location of Boring

Taken from Proposal Documentation



Coal Creek Lot 11

JOB NO. 5321101

Mine Map

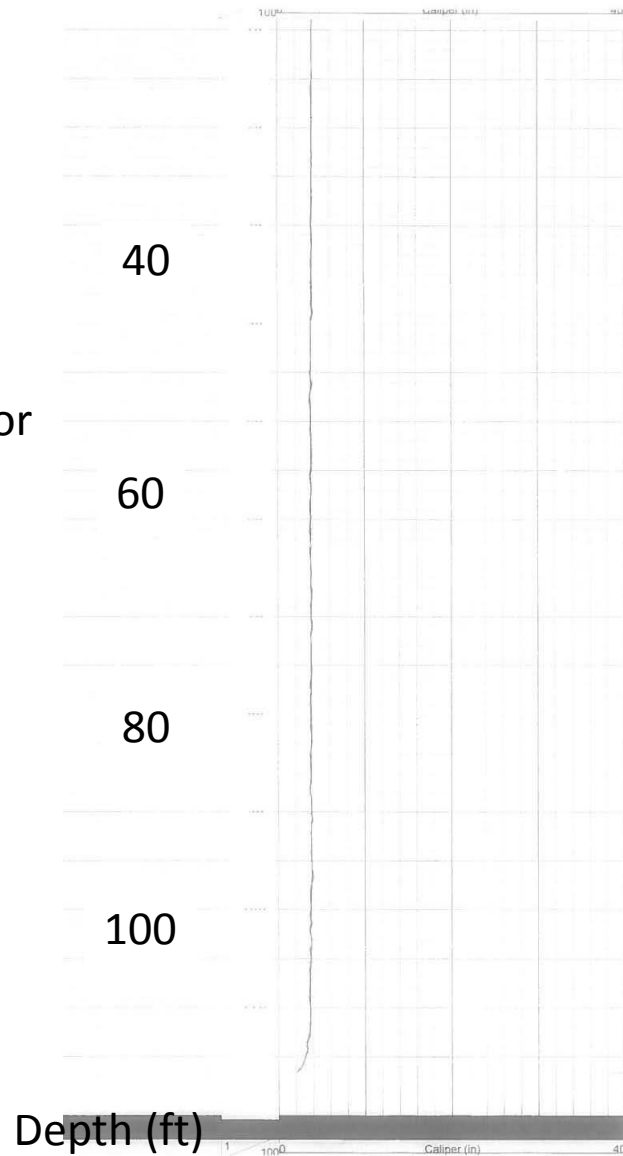
FIGURE NO. 2c

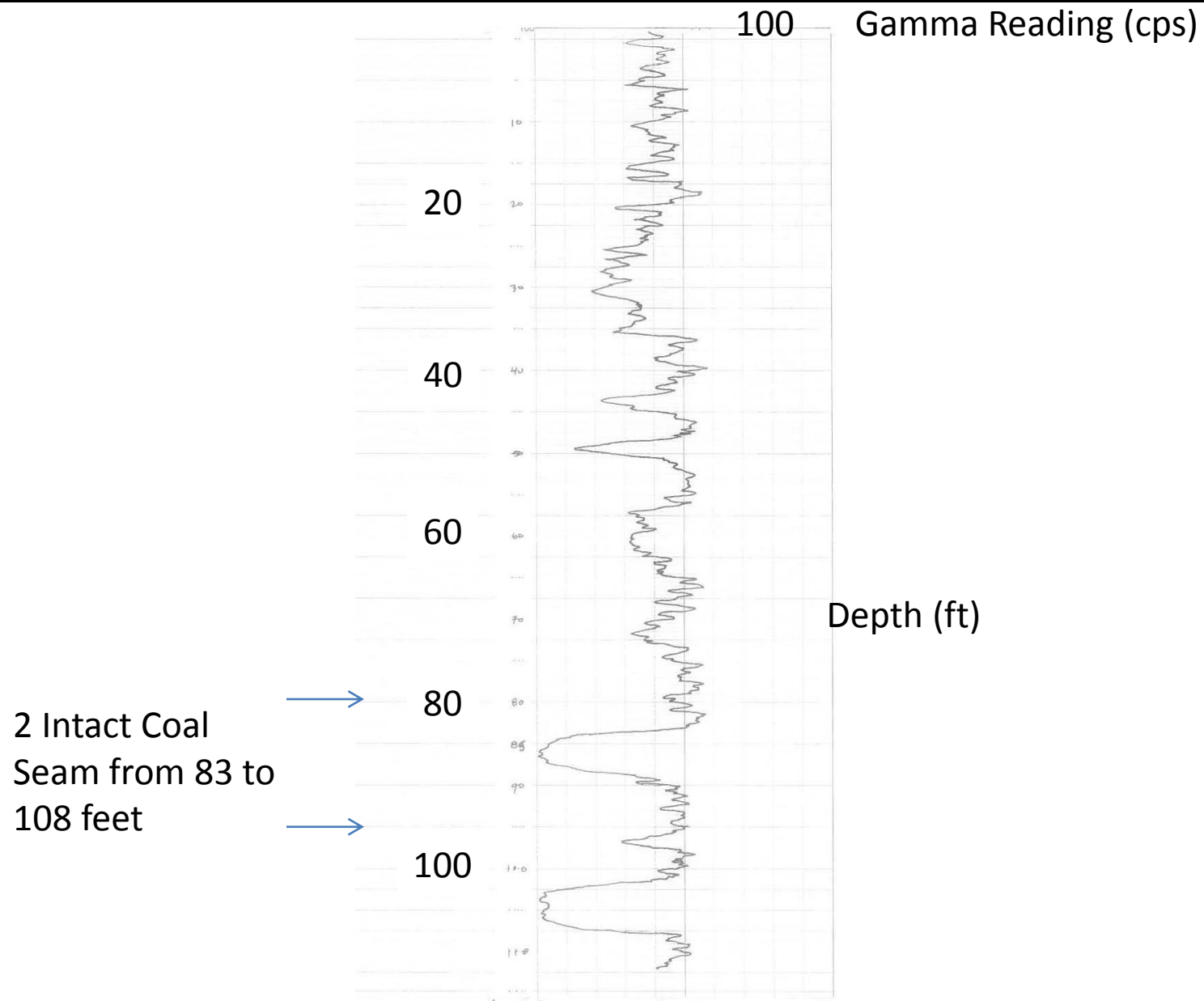
Appendix A

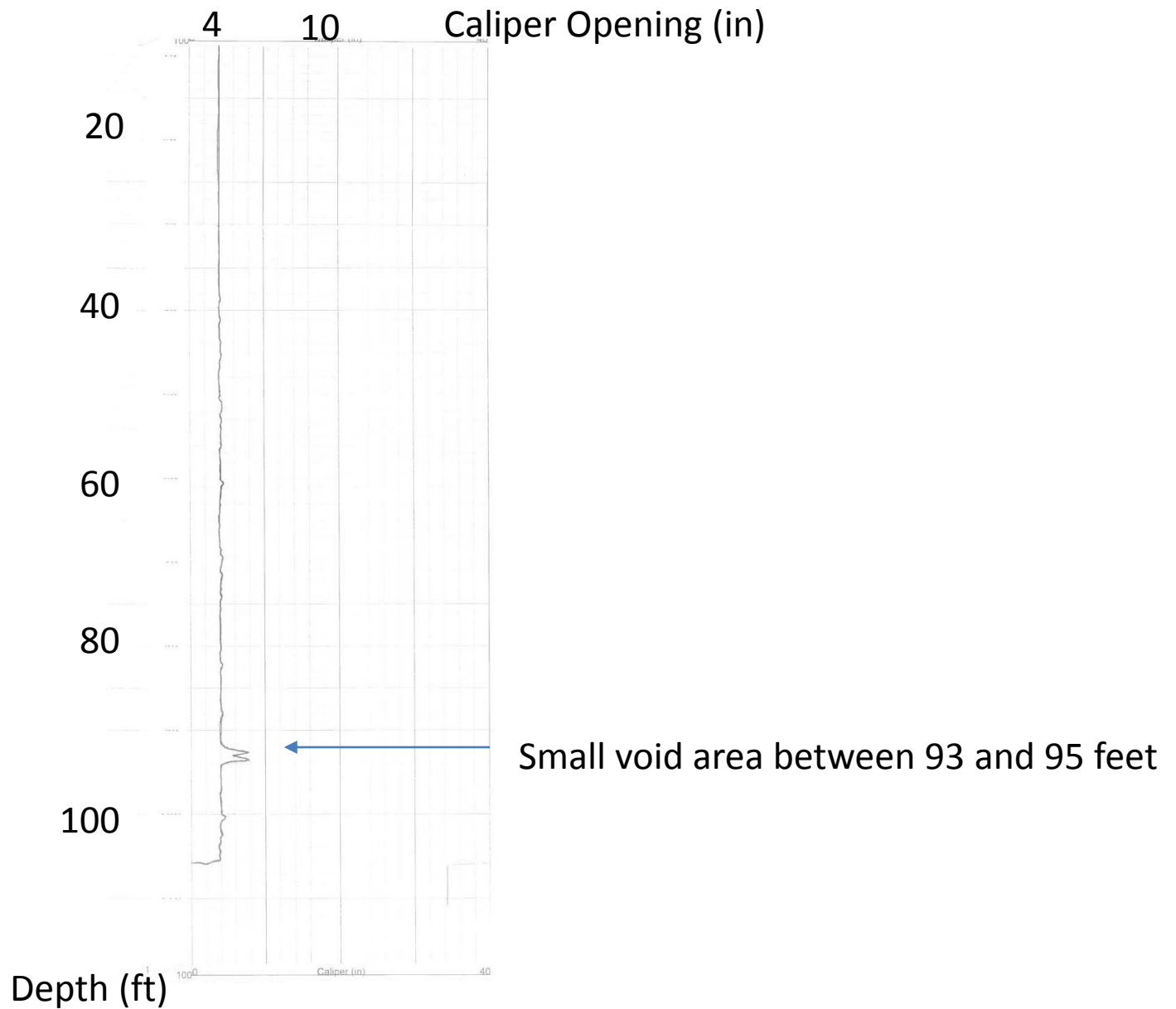
Geophysical Results

0 4 10 Caliper Opening (in)

No areas of
significant voids or
opening





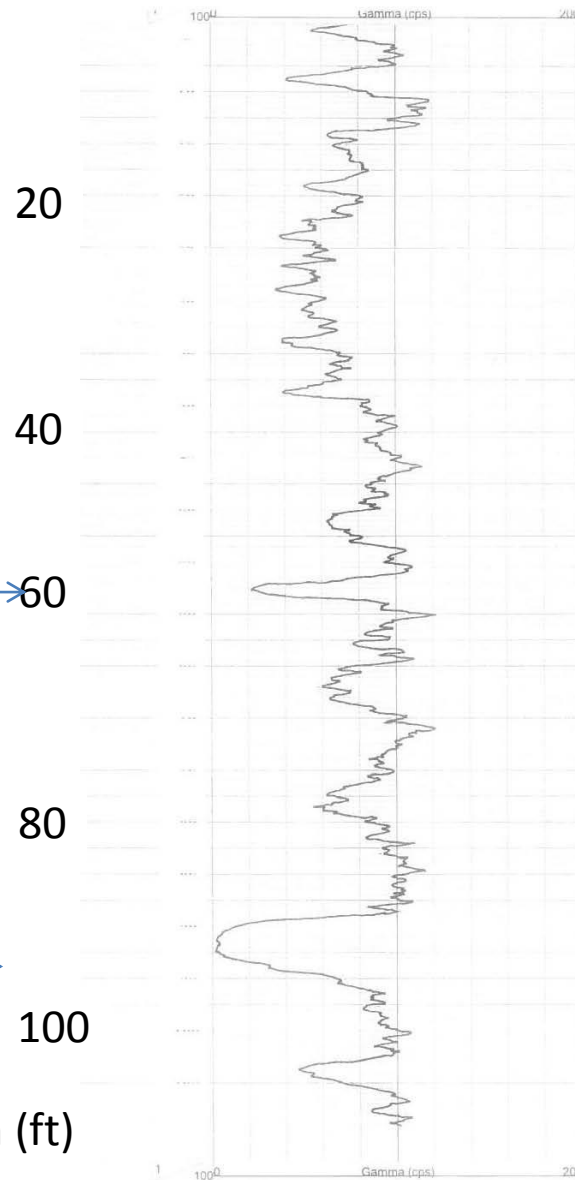


Gamma Reading (cps)

Intact Coal Seam
at 56 to 60 feet

Intact coal seam
at 88 to 91 feet

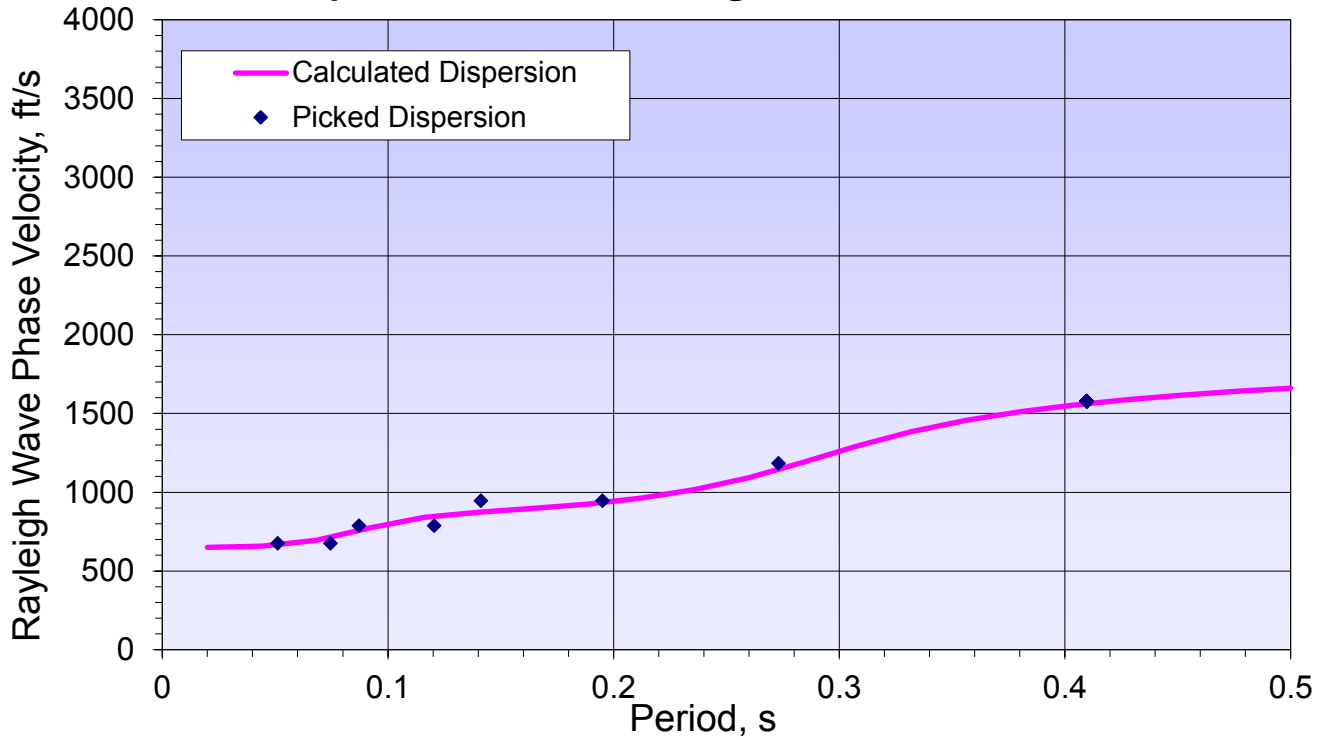
Depth (ft)



Appendix B

Refraction Microtremor (ReMi) Test Results

Dispersion Curve Showing Picks and Fit



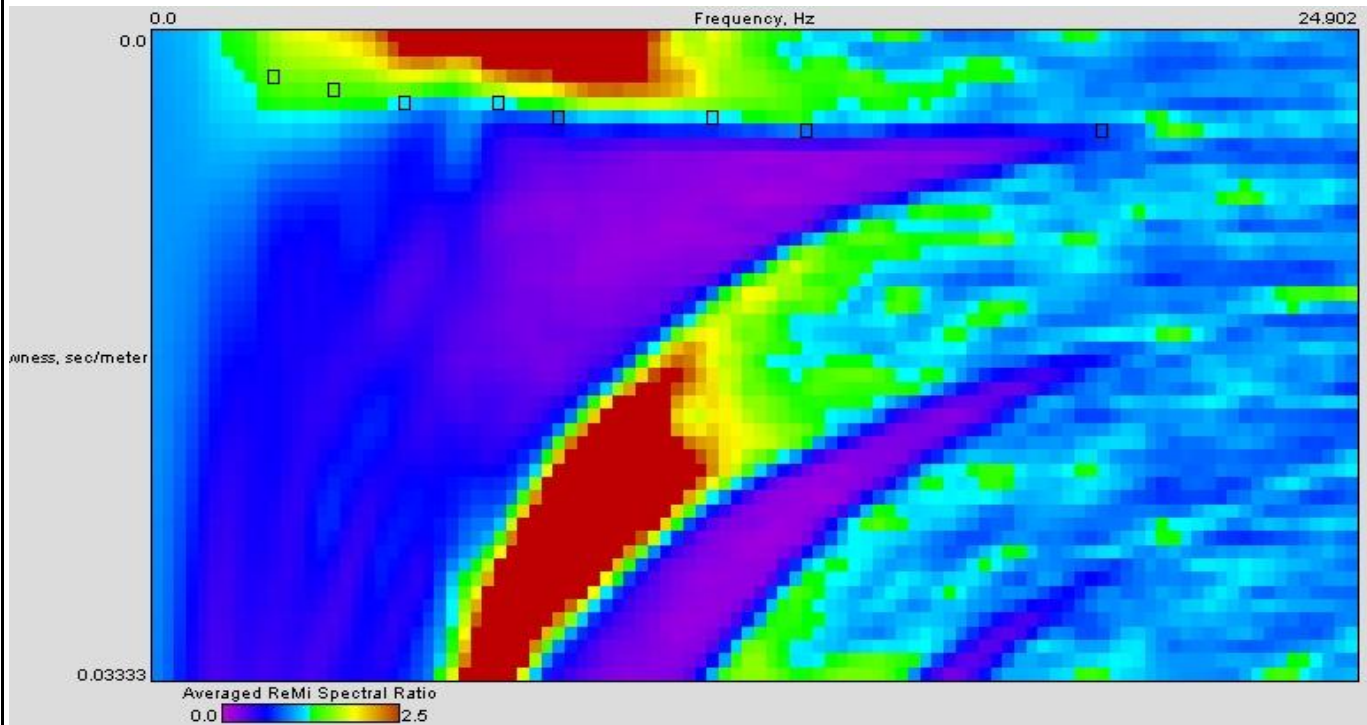
Geophone Spacing (ft)

15

Sampling Interval (ms)

2

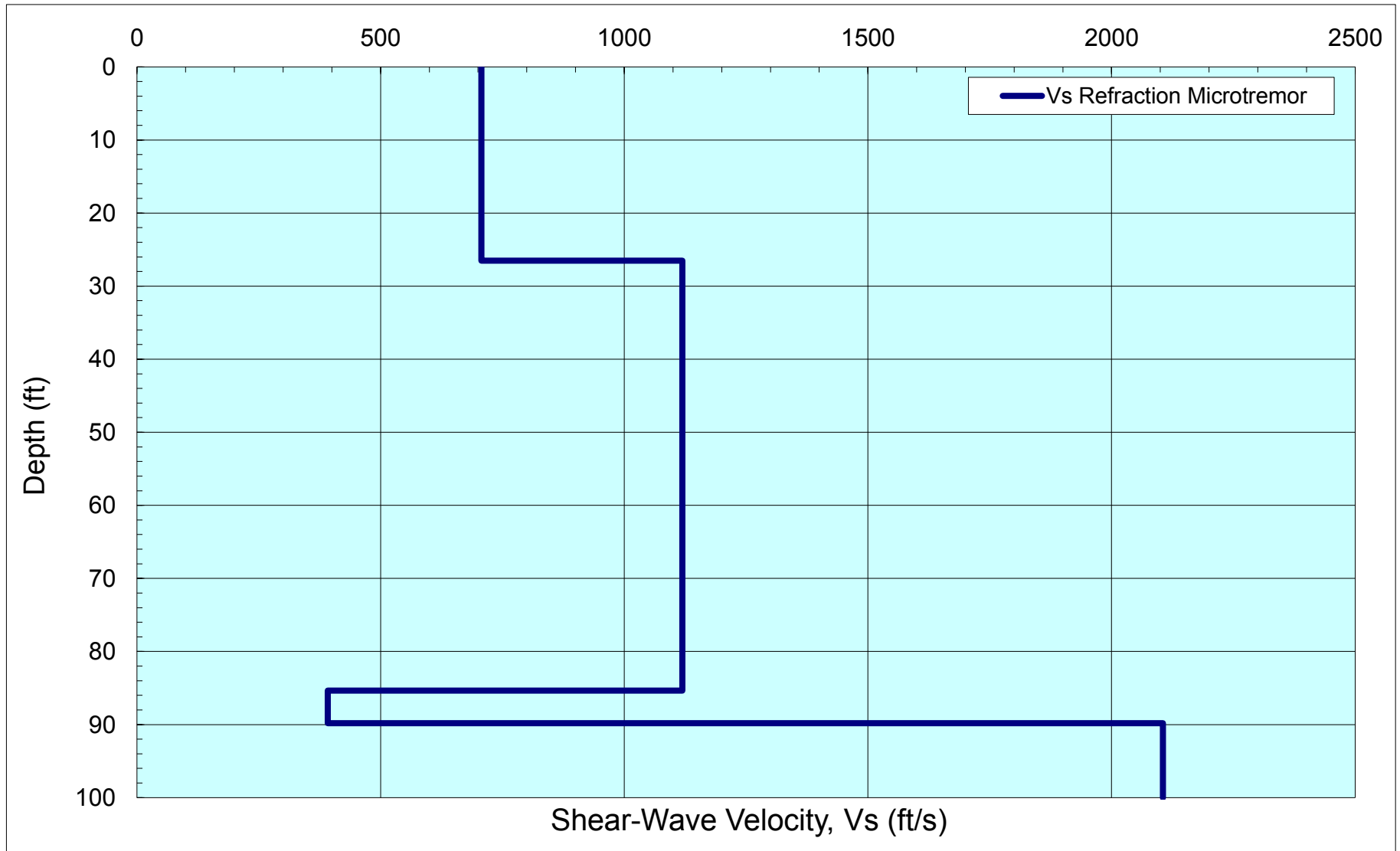
p-f Image with Dispersion Modeling Picks



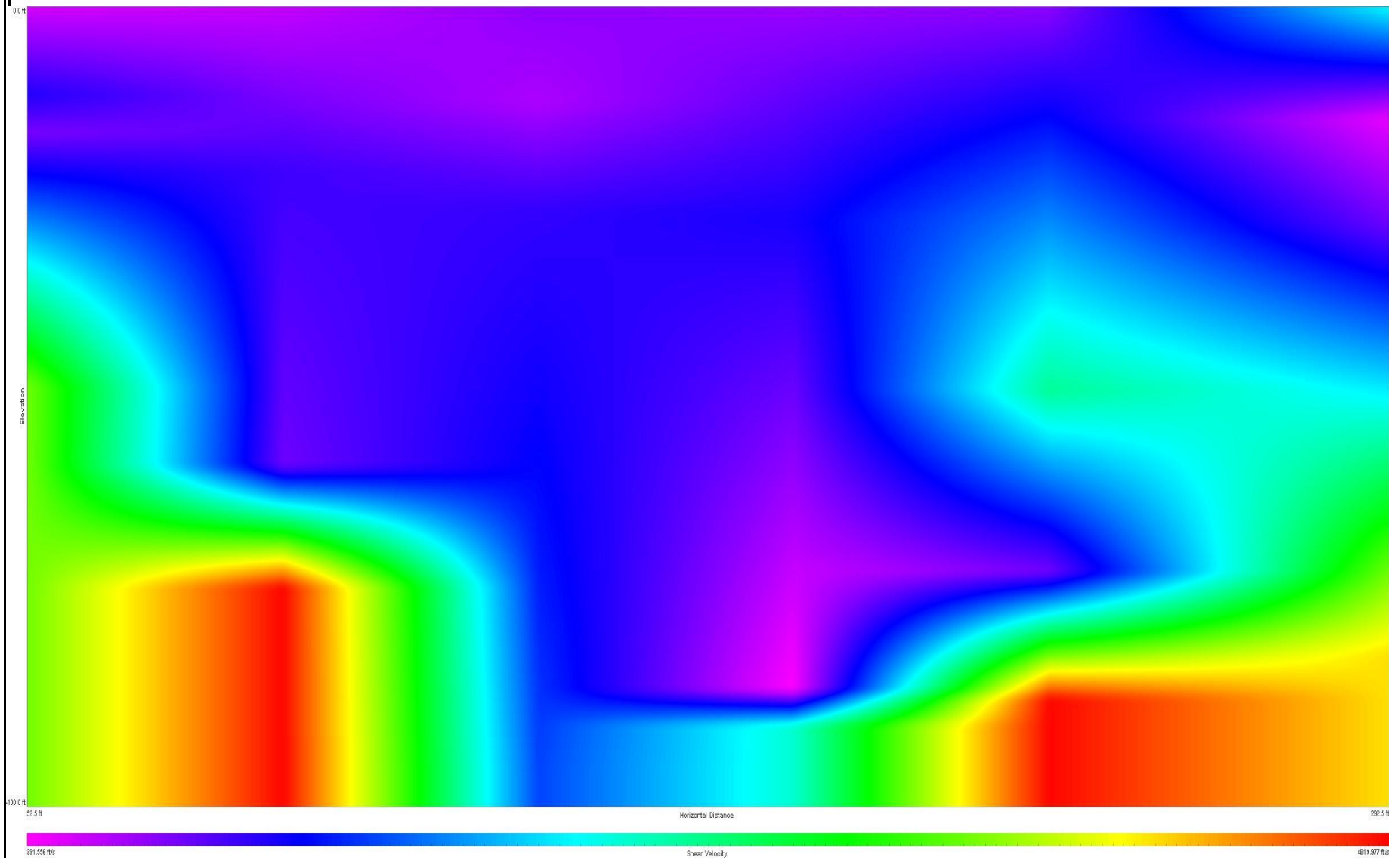
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Line Number	Array 1 (Geophones 10-17)
Project Number	5321116
Project Name	Coal Creek Lot 1
Location	Erie, Colorado

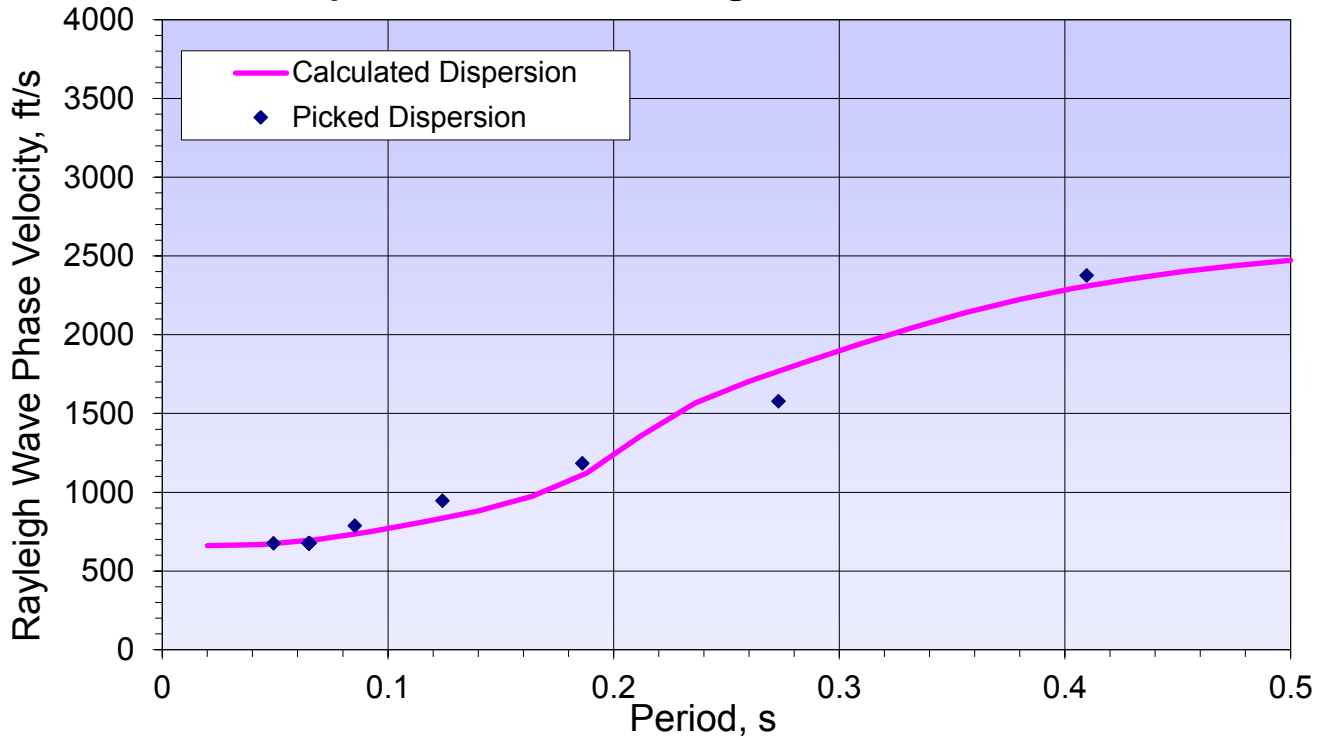
Shear Wave Velocity Profile Vs. Depth



Line 1 2D Profile



Dispersion Curve Showing Picks and Fit



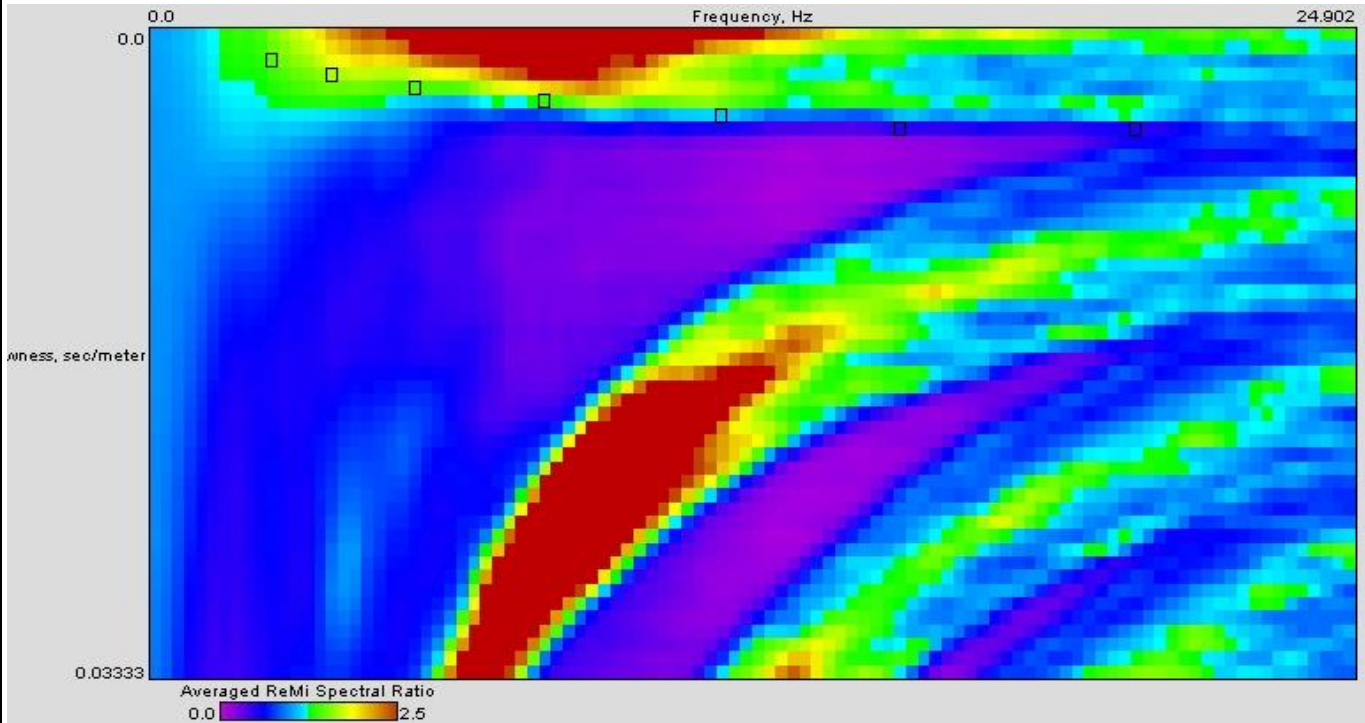
Geophone Spacing (ft)

15

Sampling Interval (ms)

2

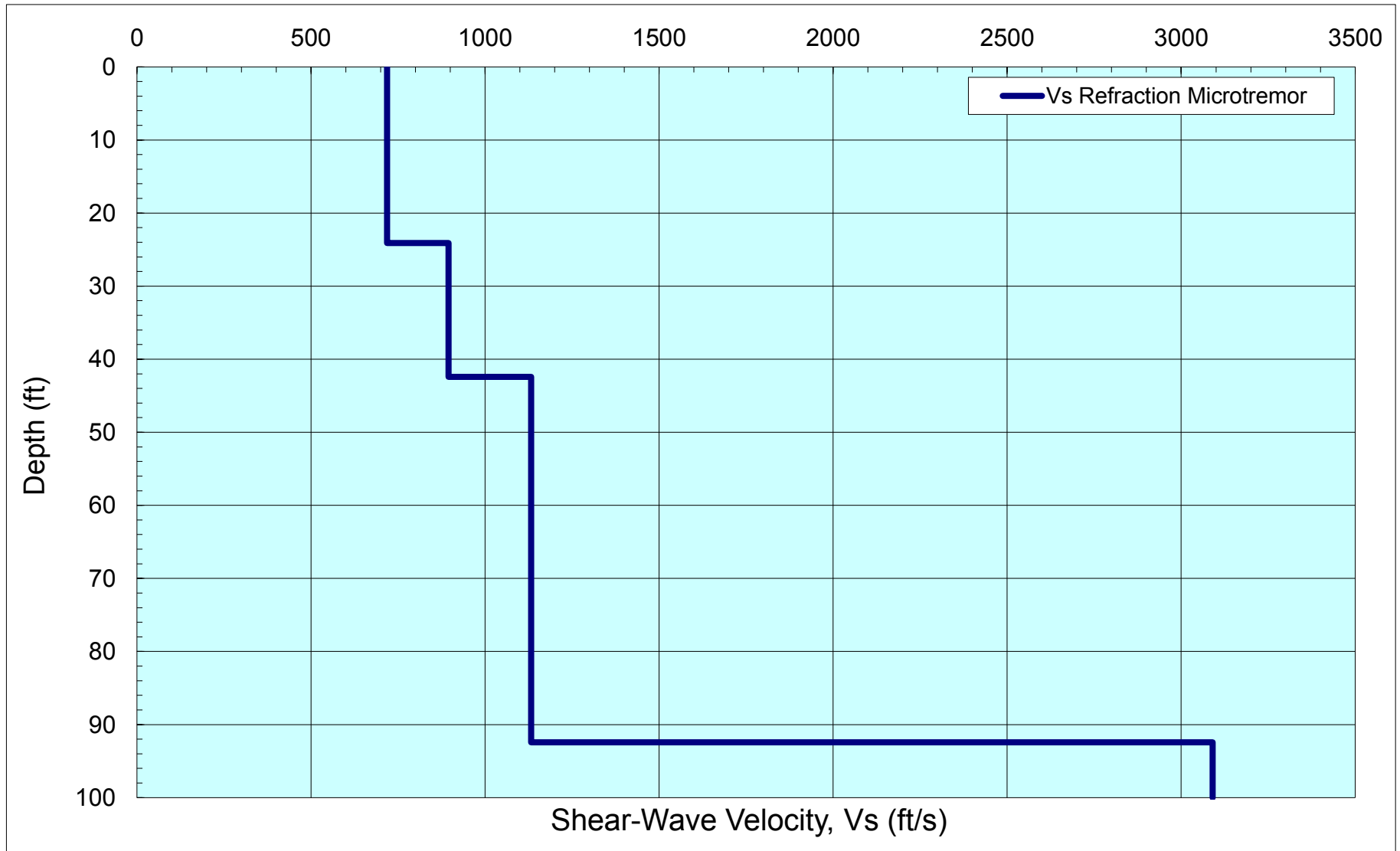
p-f Image with Dispersion Modeling Picks



[psi] *Information*
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Line Number	Array 2 (Geophones 13-20)
Project Number	5321116
Project Name	Coal Creek Lot 1
Location	Erie, Colorado

Shear Wave Velocity Profile Vs. Depth



Line 2 - 2D Profile

