



**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](http://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:** Compass Filing No. 4 - additional ROW

**PROJECT ADDRESS:** Southeast Corner of Section 25, Township 1 North, Range 69 West of the 6th Principle meridian

**PROJECT DESCRIPTION:** annexation of additional ROW northeast of Compass Filing No. 4

**LEGAL DESCRIPTION** (attach legal description if Metes & Bounds)

Subdivision Name: Compass Filing No. 4

Filing #: 4 Lot #: \_\_\_\_\_ Block #: \_\_\_\_\_ Section: 25 Township: 1N Range: 69W

**OWNER** (attach separate sheets if multiple)

Name/Company: Erie Farm Metropolitan District

Contact Person: Kent Pedersen

Address: 9781 S. Meridian Blvd, Suite 120

City/State/Zip: Englewood, CO, 80112

Phone: 303-486-5002 Fax: \_\_\_\_\_

E-mail: kent.pedersen@lennar.com

**AUTHORIZED REPRESENTATIVE**

Company/Firm: Ware Malcomb

Contact Person: David Nighswonger

Address: 990 S. Broadway, Suite 230

City/State/Zip: Denver, CO, 80209

Phone: 303-689-1511 Fax: \_\_\_\_\_

E-mail: dnighswonger@waremalcomb.com

**MINERAL RIGHTS OWNER** (attach separate sheets if multiple)

Name/Company: Allen-Cowley Living Trust

Address: 1242 East Jackson Street

City/State/Zip: Phoenix, AZ, 85034

**MINERAL LEASE HOLDER** (attach separate sheets if multiple)

Name/Company: Noble Energy, Inc.

Address: 1625 Broadway, Suite 2200

City/State/Zip: Denver, CO, 80202

**LAND-USE & SUMMARY INFORMATION**

Present Zoning: ---

Proposed Zoning: LR

Gross Acreage: 0.39 ac.

Gross Site Density (du/ac): \_\_\_\_\_

# Lots/Units Proposed: \_\_\_\_\_

Gross Floor Area: \_\_\_\_\_

**SERVICE PROVIDERS**

Electric: ---

Metro District: ---

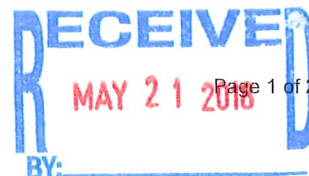
Water (if other than Town): \_\_\_\_\_

Gas: ---

Fire District: ---

Sewer (if other than Town): \_\_\_\_\_

**PAGE TWO MUST BE SIGNED AND NOTARIZED**



DEVELOPMENT REVIEW FEES			
<b>ANNEXATION</b>		<b>SUBDIVISION</b>	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input checked="" 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
<b>COMPREHENSIVE PLAN AMENDMENT</b>		<input 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
<b>ZONING/REZONING</b>		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	<b>SITE PLAN</b>	
<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
<b>SPECIAL REVIEW USE</b>		<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	<b>VARIANCE</b>	\$ 600.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	<b>SERVICE PLAN</b>	\$ 10,000.00
All fees <b>include</b> both Town of Erie Planning & Engineering review. These fees <b>do not include</b> 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: Kent Pedersen Date: 5/1/18  
 Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
 Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF COLORADO )  
 County of Douglas ) ss.

The foregoing instrument was acknowledged before me this 1st day of May, 2018, by Kent Pedersen as V.P. of Erie Farm Metro District.

JENNIFER S. WAITON  
 NOTARY PUBLIC  
 STATE OF COLORADO  
 NOTARY ID 20144027146  
 COMMISSION EXPIRES JUL. 10, 2018

My commission expires: 7-10-18  
 Witness my hand and official seal.

Jennifer S. Waiton  
 Notary Public



**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](http://www.erieco.gov)

**LAND USE APPLICATION**

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

STAFF USE ONLY		
FILE NAME:	Compass Filing No. 4 - Right-of-way	
FILE NO:	AN-000976-2018	DATE SUBMITTED: 4-16-18
		FEES PAID: 2000 -

OK # 4376

**PROJECT/BUSINESS NAME:** Compass Filing No. 4 - additional ROW

**PROJECT ADDRESS:** Southeast Corner of Section 25, Township 1 North, Range 69 West of the 6th Principle meridian

**PROJECT DESCRIPTION:** annexation/zoning of additional ROW northeast of Compass Filing No. 4

**LEGAL DESCRIPTION** (attach legal description if Metes & Bounds)

Subdivision Name: Compass Filing No. 4

Filing #: 4 Lot #: Block #: Section: 25 Township: 1N Range: 69w

**OWNER** (attach separate sheets if multiple)

Name/Company: Erie Farm Metropolitan District

Contact Person: Kent Pedersen

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Phone: 303-486-5002 Fax:

E-mail: kent.pedersen@lennar.com

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Gross Floor Area:

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Metro District: ---

Water (if other than Town):

Gas: ---

Fire District: ---

Sewer (if other than Town):

**PAGE TWO MUST BE SIGNED AND NOTARIZED**

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Owner: Kent Pedersen Date: 4/10/18

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF COLORADO )  
County of Douglas ) ss.

The foregoing instrument was acknowledged before me this 10th day of April, 2018, by Kent Pedersen as V.P. of Erie Farm Metro District.

JENNIFER S. WAITON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144027146  
COMMISSION EXPIRES JUL. 10, 2018

My commission expires: July 10, 2018.  
Witness my hand and official seal.

Jennifer S. Waiton  
Notary Public

# WARE MALCOMB

ARCHITECTURE | PLANNING | INTERIORS  
BRANDING | CIVIL ENGINEERING

April 11, 2018

Town of Erie  
Board of Trustees  
645 Holbrook Street  
Erie, CO 80516

Re: Compass Filing No. 4 – Additional ROW Annexation

To the Town of Erie Board of Trustees:

Please accept the enclosed Compass Filing No. 4 – Additional ROW Annexation submittal for review. The Compass Filing No. 4 – Additional ROW Annexation allows the ROW of Vista Parkway on the north side of the Compass Filing No. 4 development to align with the continuation of Vista Parkway east across East County Line Road. The property is currently owned by the Erie Farm Metropolitan District and located in unincorporated Boulder County. The total land area to be annexed is 16,974 Square Feet or 0.389 Acres.

Sincerely,  
**Ware Malcomb**



Thomas C. Jansen, PE  
Principal

TO: THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

RE:

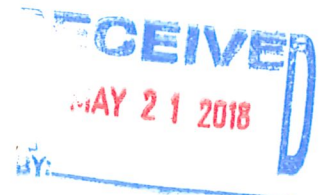
DATE:

I, Kent Pedersen, Vice President of CalAtlantic Group, Inc. and Erie Farm Metropolitan Metro District, the undersigned landowner, in accordance with Colorado law, hereby petition the Town of Erie and its Board of Trustees for annexation to the Town of Erie of the following described unincorporated territory located in the County of Boulder and State of Colorado, to-wit:

*See Attached Legal Description "Exhibit A"*

As part of this petition, your petitioner further states to the Board of Trustees of Erie, Colorado, that:

1. It is desirable and necessary that the territory described above be annexed to the Town of Erie.
2. The requirements of C.R.S. sections 31-12-104 and 31-12-105, as amended, exist or have been met in that:
  - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Erie or will be contiguous with the Town of Erie within such time as required by 31-12-104.
  - b. A community of interest exists between the area proposed to be annexed and the Town of Erie.
  - c. The area proposed to be annexed is urban or will be urbanized in the near future.
  - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Erie.
  - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road or other public way.
  - f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, comprises twenty acres or more, and which, together with the buildings and improvements situated thereon has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been



included within the area proposed to be annexed without the written consent of the landowner or landowners.

- g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
  - h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
  - i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Erie more than three miles in any direction from any point of the boundary of the Town of Erie in any one year.
  - j. Prior to completion of the annexation of the territory proposed to be annexed, the Town of Erie will have in place a plan for that area, which generally describes the proposed: Location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town of Erie; and the proposed land uses for the area; such plan to be updated at least once annually.
  - k. In establishing the boundary of the territory proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the territory to be annexed. The Town of Erie will not deny reasonable access to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town of Erie but is not bounded on both sides by the Town of Erie.
3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.
4. Accompanying this petition are four copies of an annexation map containing the following information:
- a. A written legal description of the boundaries of the area proposed to be annexed;
  - b. A map showing the boundary or the area proposed to be annexed, said map prepared and containing the seal of a registered engineer;
  - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

- d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Erie and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
- 5. Upon the Annexation Ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, rules and regulations of the Town of Erie, except for general property taxes of the Town of Erie which shall become effective as the January 1 next ensuing.
- 6. This petition is conditioned upon the zoning classification for the area proposed to be annexed being approved for ER – Estate Residential and approval by the petitioner of an annexation agreement acceptable to the petitioner.

WHEREFORE, the following petitioner respectfully requests that the Town of Erie, acting through its Board of Trustees, approve the annexation of the area proposed to be annexed. By this acknowledgment, the undersigned hereby certify that the above information is complete and true.

OWNER: Erie Farm Metropolitan District

Kent Pedersen Date: 5/1/18

APPLICANT:

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

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 2018 by Kent Pedersen, Vice President of CalAtlantic Group, Inc. and Erie Farm Metropolitan District.

My commission expires: 7-10-18  
 Witness my hand and official seal.

Jennifer S. Waiton  
 Notary Public

JENNIFER S. WAITON  
 NOTARY PUBLIC  
 STATE OF COLORADO  
 NOTARY ID 20144027146  
 COMMISSION EXPIRES JUL. 10, 2018



RECORD OF  
LAND OWNERSHIP AND DATE SIGNED

Landowner/Petitioner

Mailing Address

9193 S. Jamaica St., 4<sup>th</sup> Fl.  
Englewood, CO 80112

Date Signed

Legal Description  
of Land Owned

See "Exhibit A"

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

KENT PEDERSEN, being first duly sworn upon oath, deposes and says that he was the circulator of this Petition for Annexation of lands to the Town of Erie, Colorado, consisting of 6 pages including this page and that each signature hereon was witnessed by your affiant and is the signature of the person whose name it purports to be.

Circulator

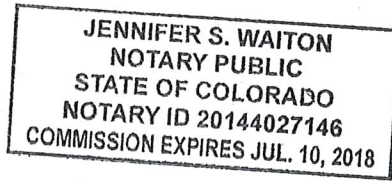
STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2018 by Kent Pedersen.

My commission expires: July 10, 2018

Witness my hand and official seal.

Jennifer S. Waiton  
Notary Public

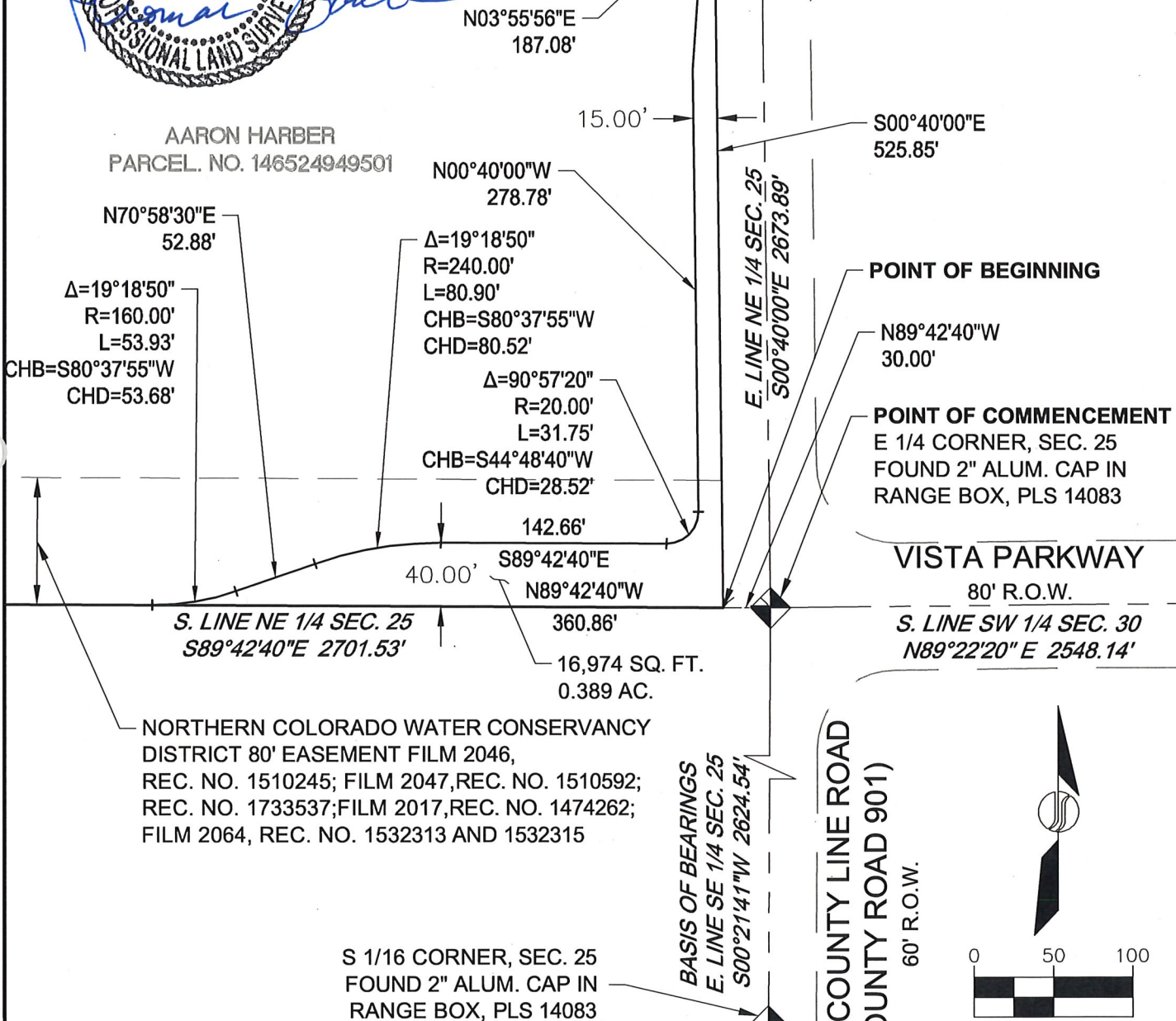


# EXHIBIT A

LEGAL DESCRIPTION  
SHEET 2 OF 2



AARON HARBER  
PARCEL NO. 146524949501



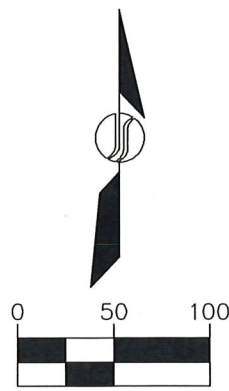
NORTHERN COLORADO WATER CONSERVANCY  
DISTRICT 80' EASEMENT FILM 2046,  
REC. NO. 1510245; FILM 2047, REC. NO. 1510592;  
REC. NO. 1733537; FILM 2017, REC. NO. 1474262;  
FILM 2064, REC. NO. 1532313 AND 1532315

S 1/16 CORNER, SEC. 25  
FOUND 2" ALUM. CAP IN  
RANGE BOX, PLS 14083

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED  
SURVEY. IT IS INTENDED ONLY TO DEPICT THE  
ATTACHED DESCRIPTION.

VISTA PARKWAY  
80' R.O.W.  
S. LINE SW 1/4 SEC. 30  
N89°22'20" E 2548.14'

AST COUNTY LINE ROAD  
(COUNTY ROAD 901)  
60' R.O.W.



SCALE: 1" = 100'

<p><b>JANSEN STRAWN</b> CONSULTING ENGINEERS 45 WEST 45 AVENUE DENVER, CO 80223 P. 303.661.3333 F. 303.661.3339</p>	PROJECT: ERIE FARMS	DATE: APRIL 21, 2013	SHEET <b>2 OF 2</b>
	JOB NO.: 11063	SCALE: 1" = 100'	

# EXHIBIT A

## LEGAL DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 25, AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO BEAR SOUTH 00°21'41" WEST, WITH ALL BEARINGS HEREON RELATIVE THERETO;

THENCE NORTH 89°42'40" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EAST COUNTY LINE ROAD (COUNTY ROAD NO. 901), SAID POINT ALSO BEING THE **POINT OF BEGINNING** ;

THENCE CONTINUING NORTH 89°42'40" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25 A DISTANCE OF 360.86 FEET TO A POINT OF CURVATURE;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19°18'50", A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 53.93 FEET, AND A CHORD THAT BEARS NORTH 80°37'55" EAST A DISTANCE OF 53.68 FEET;

THENCE NORTH 70°58'30" EAST A DISTANCE OF 52.88 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°18'50", A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 80.90 FEET, AND A CHORD THAT BEARS NORTH 80°37'55" EAST A DISTANCE OF 80.52 FEET;

THENCE SOUTH 89°42'40" EAST A DISTANCE OF 142.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°57'20", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.75 FEET, AND A CHORD THAT BEARS SOUTH 44°48'40" WEST;

THENCE NORTH 00°40'00" WEST A DISTANCE OF 278.78 FEET;

THENCE NORTH 03°55'56" EAST A DISTANCE OF 187.08 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF EAST COUNTY LINE ROAD (COUNTY ROAD NO. 901);

THENCE SOUTH 00°40'00" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 525.85 FEET TO THE **POINT OF BEGINNING** ;

SAID PARCEL CONTAINS AN AREA OF 16,974 SQUARE FEET, OR 0.389 ACRES, MORE OR LESS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



THOMAS D. STAAB, P.L.S. 25965

FOR AND ON BEHALF OF

JANSEN STRAWN CONSULTING ENGINEERS, INC.



**JANSEN STRAWN**  
CONSULTING ENGINEERS

45 WEST 45 AVENUE  
DENVER, CO 80223  
P.303.661.3333  
F.303.581.3339

PROJECT:

ERIE FARMS

DATE :

APRIL 21, 2013

JOB NO.:

11063

SCALE:

N/A

SHEET

1 OF 2



**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 500**  
**Denver, Colorado 80202**  
 Phone: (303)876-1112 Fax:(877)235-9185

**DATE:** May 02, 2018**FILE NUMBER:** NCS-840345-A-CO**PROPERTY ADDRESS:** A portion of the NE1/4, Section 25, Township 1 North, Range 69 West, Erie, CO**OWNER/BUYER:** Erie Farm Metropolitan District/**YOUR REFERENCE NUMBER:****ASSESSOR PARCEL NUMBER:** 146525000008

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING  
 TERMS CONTAINED THEREIN:**

**Transmittal:****Revision No.:****Schedule A:****Schedule B - Section 1 Requirements:****Schedule B - Section 2 Exceptions:**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO: First American Title Insurance  
 Company National Commercial  
 Services  
 1125 17th Street, Suite 500  
 Denver, Colorado 80202**

**TITLE OFFICER: Daniel Bennetts****PHONE: (303)876-1112****FAX: (877)235-9185****E-MAIL: DBennetts@firstam.com****DELIVERY: E-MAIL**

**TO: First American Title Insurance  
 Company National Commercial  
 Services  
 1125 17th Street, Suite 500  
 Denver, CO 80202**

**ESCROW OFFICER: Sonya Bailey****PHONE: (303)876-1112****FAX: (877)235-9185****E-MAIL: sonyabailey@firstam.com****DELIVERY: E-MAIL**

**To: Lennar Colorado, LLC, a Colorado  
 limited liability company  
 9781 S Meridian Blvd Ste 120  
 Englewood, CO 80112-5935**

**ATTN: Jennifer Waiton****PHONE:****MOBILE:****FAX:****E-MAIL: jennifer.waiton@lennar.com****DELIVERY: E-MAIL**

**To: First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 750  
Denver, CO 80202**

**ATTN: Beverly M. Carlson**  
  
**PHONE: (303)876-1138**  
**MOBILE: (720)775-8892**  
**FAX: (877)235-9185**  
**E-MAIL: bevcarlson@firstam.com**  
**DELIVERY: E-MAIL**

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**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

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

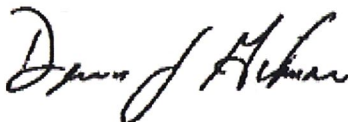
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (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 the fault of the Company.

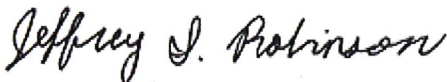
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American 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.

***First American Title Insurance Company***



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

## COMMITMENT FOR TITLE INSURANCE FORM SCHEDULE A

1. Effective Date: April 26, 2018 at 5:00 p.m.

a. ALTA Owner's Policy (06-17-06) \$0.00

Proposed Insured:  
None

b. ALTA Loan Policy (06-17-06) \$0.00

Proposed Insured:  
None

2. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

3. Title to the estate or interest in the Land is at the Effective Date vested in:

Erie Farm Metropolitan District, a special district of the State of Colorado

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

See Exhibit "A" attached hereto and made a part hereof.

For informational purposes only: A portion of the NE1/4, Section 25, Township 1 North, Range 69  
West,  
Erie, Colorado



**EXHIBIT A**

Commitment No.: NCS-840345-A-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

A parcel of land located in the Northeast Quarter of Section 25, Township 1 North, Range 69 West of the 6th P.M., Town of Erie, County of Boulder, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter of Section 25, and considering the East line of said Southeast Quarter of Section 25 to bear South  $00^{\circ}21'41''$  West, with all bearings hereon relative thereto;

Thence North  $89^{\circ}42'40''$  West along the South line of said Northeast Quarter a distance of 30.00 feet to a point on the westerly right-of-way line of East County Line Road (County Road No. 901), said point also being the Point of Beginning;

Thence continuing North  $89^{\circ}42'40''$  West along said South line of the Northeast Quarter of Section 25 a distance of 360.86 feet to a point of curvature;

Thence along a non-tangent curve to the left having a central angle of  $19^{\circ}18'50''$ , a radius of 160 feet, an arc length of 53.93 feet, and a chord that bears North  $80^{\circ}37'55''$  East a distance of 53.68 feet;

Thence North  $70^{\circ}58'30''$  East a distance of 52.88 feet to a point of curvature;

Thence along a curve to the right having a central angle of  $19^{\circ}18'50''$ , a radius of 240.00 feet, an arc length of 80.90 feet, and a chord that bears North  $80^{\circ}37'55''$  East a distance of 80.52 feet;

Thence South  $89^{\circ}42'40''$  East a distance of 142.66 feet to a point of curvature;

Thence along a curve to the left having a central angle of  $90^{\circ}57'20''$ , a radius of 2.00 feet, an arc length of 31.75 feet, and a chord that bears South  $44^{\circ}48'40''$  West;

Thence North  $00^{\circ}40'00''$  West a distance of 278.78 feet;

Thence North  $03^{\circ}55'56''$  East a distance of 187.08 feet to a point on said westerly right-of-way line of East County Line Road (County Road No. 901);

Thence South  $00^{\circ}40'00''$  East along said westerly right-of-way line a distance of 525.85 feet to the Point of Beginning,

County of Boulder, State of Colorado.

For informational purposes only: APN: 146525000008

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION ONE****REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.

**LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT**

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Reservations made by the Union Pacific Railway Company in Deed recorded June 3, 1883 in [Book 157 at Page 423](#), providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.
8. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded November 12, 1970 at Reception No. [959730](#).
9. Oil and Gas Lease recorded August 22, 1980 at Reception No. [409220](#), and any and all assignments thereof or interests therein.
10. An easement for a pipe line and incidental purposes granted to Panhandle Eastern Pipe Line Company, as set forth in an instrument recorded October 30, 1981 at Reception No. [470728](#) and recorded May 14, 1982 at Reception No. [494456](#).
11. An easement for pipelines and incidental purposes granted to Western Gas Supply Company, as set forth in an instrument recorded September 28, 1984 at Reception No. [00649223](#).

12. Oil and Gas Lease recorded November 2, 1988 at Reception No. [00950820](#), and any and all assignments thereof or interests therein.
13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Order Granting Request for Immediate Possession recorded April 17, 1995 at Reception No. [1510245](#) and recorded April 18, 1995, at Reception No. [1510592](#) and as set forth in Amended Rule and Order recorded September 24, 1997 at Reception No. [1733537](#).
14. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Damages Agreement recorded July 26, 1996 at Reception No. [01628474](#).
15. Request for Notification of Surface Development recorded June 17, 2002 at Reception No. 2288463, April 11, 2006 at Reception No. [2769125](#) and Correction thereto recorded May 10, 2006 at Reception No. [2775747](#).
16. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).
17. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 30-2013 recorded November 6, 2013 at Reception No. [03351719](#) and re-recorded December 4, 2013 at Reception No. [03355845](#).
18. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 07-2014 recorded June 16, 2014 at Reception No. [03385640](#).
19. Terms, conditions, provisions, obligations and agreements as set forth in the Order Concerning Northern Colorado Water Conservancy District's Interests recorded May 27, 2015 at Reception No. [03448168](#) and Stipulation Concerning Order Concerning Northern Colorado Water Conservancy District's Interests recorded May 27, 2015 at Reception No. [03448169](#).
20. Terms, conditions, provisions, obligations and agreements as set forth in the Amended Findings of Fact, Conclusions of Law and Order recorded August 14, 2015 at Reception No. [03467015](#).
21. Terms, conditions, provisions, obligations and agreements as set forth in the Settlement Agreement recorded August 18, 2015 at Reception No. [03467741](#).
22. Existing leases and tenancies.

**EXHIBIT B**  
**Statement of Charges**

Informational Commitment

\$ 500.00

**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 and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations 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/>.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

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

#### Fair Information Values

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

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

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

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

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

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

**DISCLOSURE STATEMENT**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

A title commitment is in process for this property and will be provided upon completion to the Town.

# ERIE FARMS ANNEXATION TO THE TOWN OF ERIE

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO  
0.389 AC  
AN-000976-2018

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 25, AND CONSIDERING THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 25 TO BEAR NORTH 89°42'20" WEST, WITH ALL BEARINGS HEREON RELATIVE THERETO;

THENCE NORTH 89°42'40" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 30.00 FEET TO A POINT ON THE TOWN OF ERIE TOWN LIMITS ACCORDING TO THE ANNEXATION MAP RECORD IN PLANFIE P30 F-1 #25 OF THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, AND THE POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°42'40" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25 AND ALONG SAID TOWN OF ERIE TOWN LIMITS A DISTANCE OF 360.86 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19°18'50", A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 53.93 FEET, AND A CHORD THAT BEARS NORTH 80°37'55" EAST A DISTANCE OF 53.68 FEET;  
THENCE NORTH 70°58'30" EAST A DISTANCE OF 52.88 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°18'50", A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 80.90 FEET, AND A CHORD THAT BEARS NORTH 80°37'55" EAST A DISTANCE OF 80.52 FEET;  
THENCE SOUTH 89°42'40" EAST A DISTANCE OF 142.66 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°57'20", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.75 FEET, AND A CHORD THAT BEARS NORTH 44°48'40" EAST A DISTANCE OF 28.52 FEET;

THENCE NORTH 00°40'00" WEST A DISTANCE OF 278.78 FEET;  
THENCE NORTH 03°55'56" EAST A DISTANCE OF 187.08 FEET TO A POINT ON THE WESTERLY LINE OF THE TOWN OF ERIE TOWN LIMITS ACCORDING TO THE ANNEXATION MAP RECORDED IN THE PLANFILE P-41 F-2 #2, RECEPTION NO. 1727889 OF THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER;  
THENCE SOUTH 00°40'00" EAST ALONG SAID WESTERLY LINE OF THE TOWN OF ERIE TOWN LIMITS A DISTANCE OF 525.85 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 16,974 SQUARE FEET, OR 0.390 ACRES, MORE OR LESS.

## NOTES:

1. BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS NORTH 89°42'40" WEST ACCORDING TO COMPASS FILING NO. 1 AND IS MONUMENTED AS SHOWN HEREON.

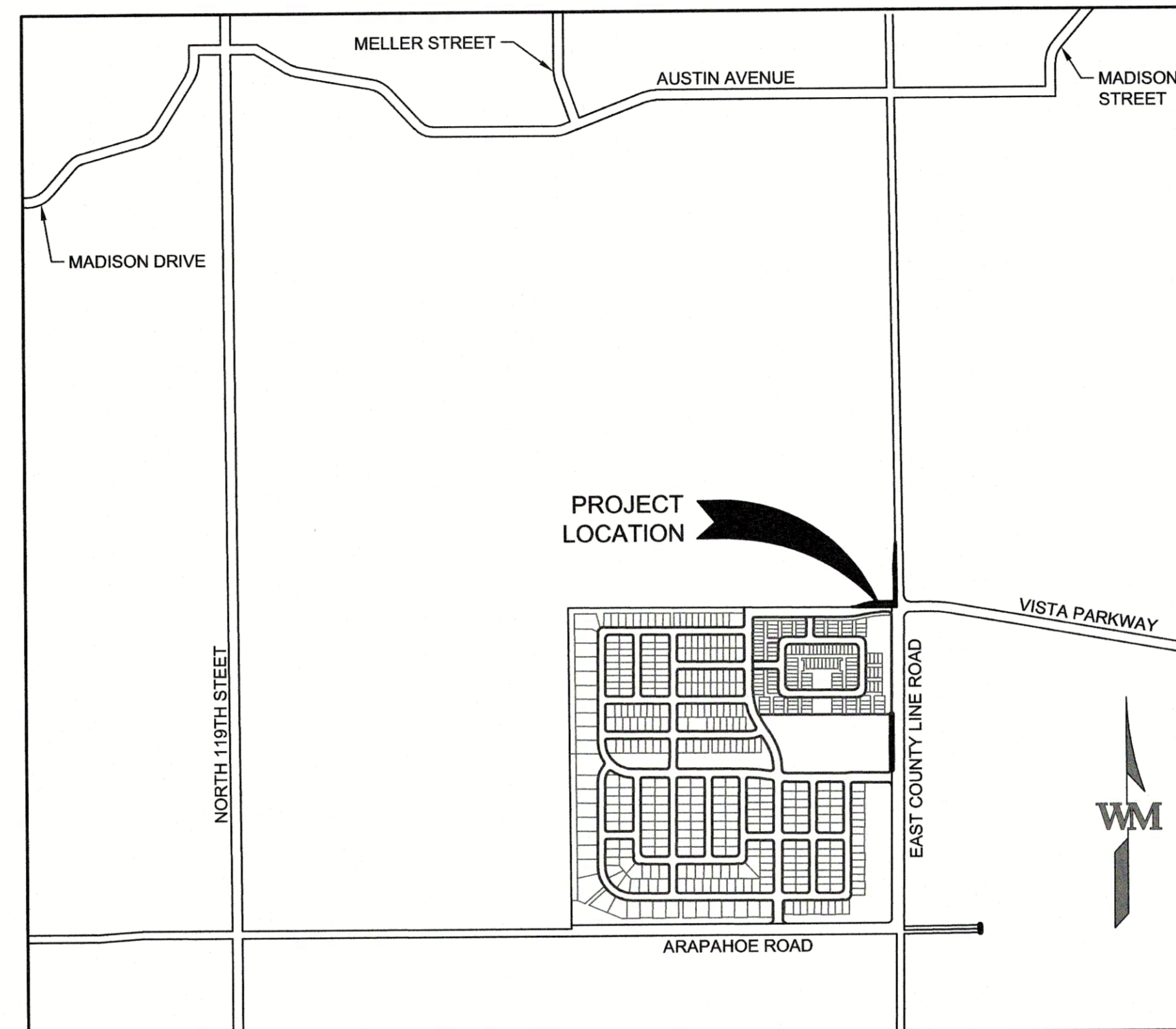
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. THIS MAP WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200/3937 METERS.

## CONTIGUOUS SUMMARY TABLE

TOTAL PERIMETER:	1,714.69 FEET
CONTIGUOUS PERIMETER TO PRESENT ERIE TOWN LIMITS:	886.71 FEET
PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING TOWN BOUNDARY):	51.7%
1/6 PERIMETER:	285.78 FEET
TOTAL AREA ANNEXED	0.39 ACRES



## BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS ANNEXATION MAP IS TO BE KNOWN AS THE "ERIE FARM ANNEXATION MAP TO THE TOWN OF ERIE" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. \_\_\_\_\_, PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON \_\_\_\_\_, 2018.

MAYOR \_\_\_\_\_

ATTEST \_\_\_\_\_  
TOWN CLERK

## SURVEYOR'S CERTIFICATE

I, THOMAS D. STAAB, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF ERIE.

I ATTEST THE ABOVE ON THIS 19<sup>TH</sup> DAY OF June, 2018 A.D.

THOMAS D. STAAB, P.L.S. NO. 25865  
FOR AND ON BEHALF OF WARE MALCOMB



## CLERK & RECORDER CERTIFICATE

STATE OF COLORADO )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D. AND WAS RECORDED AT RECEPTION NUMBER \_\_\_\_\_.

SIGNATURE \_\_\_\_\_  
\_\_\_\_\_  
COUNTY CLERK & RECORDER

JOB NO. 15075-1  
DATE: 04/10/2018  
SCALE: N/A  
Sheet 1 of 2

990 south broadway  
suite 230  
denver, co 80209  
p 303.561.3333  
waremalcomb.com

**WARE MALCOMB**  
CIVIL ENGINEERING & SURVEYING

NO.	DATE	CITY COMMENTS	REMARKS
1	06/10/2018		

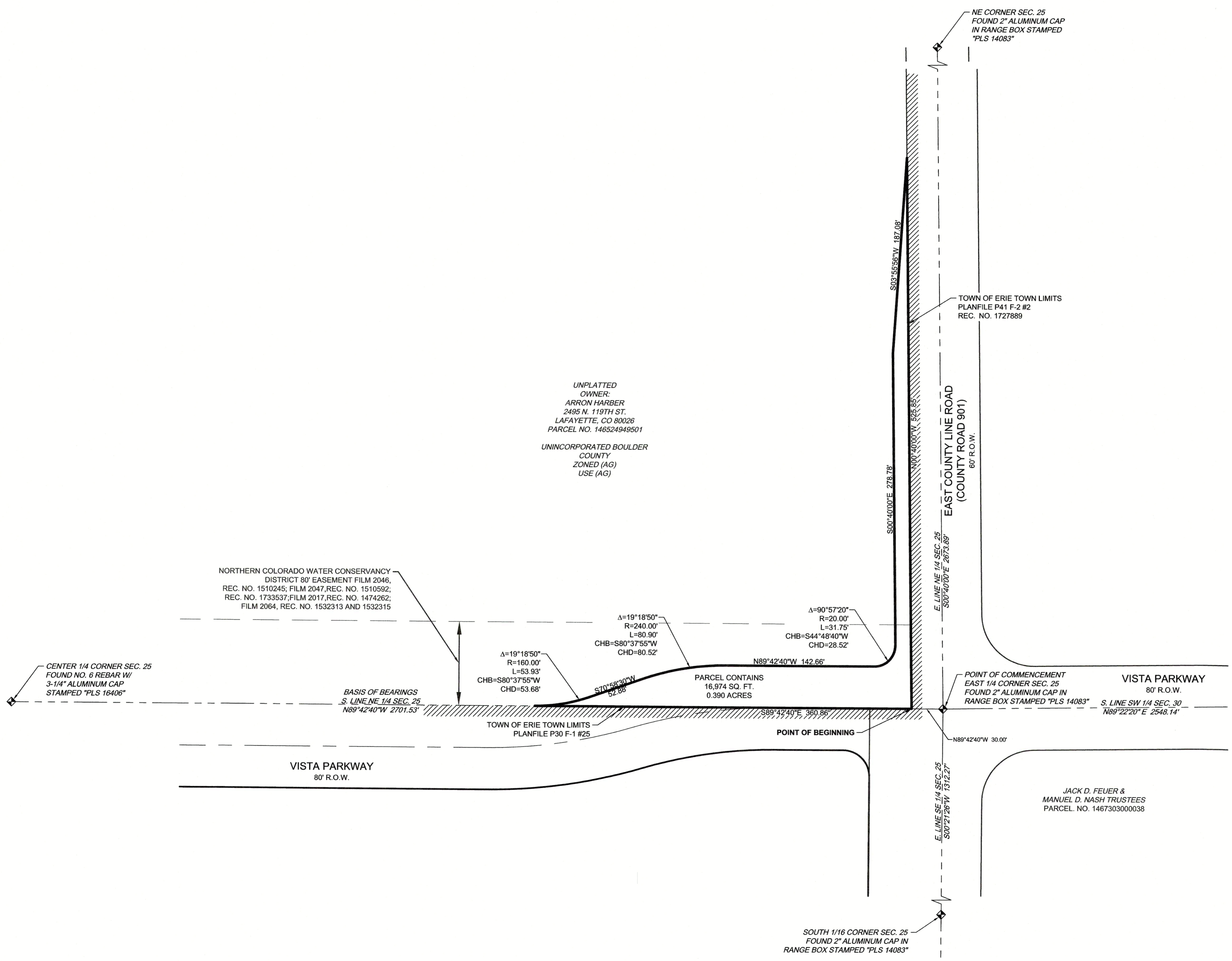
DRAWN BY: AJ PA/PM: GB

# ERIE FARMS ANNEXATION TO THE TOWN OF ERIE

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO  
0.389 AC  
AN-000976-2018

**LEGEND**

	ANNEXATION BOUNDARY
	EXISTING RIGHT-OF-WAY
	EXISTING LOT LINE
	SECTION LINE
	SECTION CORNER AS NOTED
	CURRENT CONTIGUITY WITH THE TOWN LIMITS OF THE TOWN OF ERIE



**WM**

0 25 50 100  
SCALE: 1" = 50'  
ORIGINAL GRAPHIC SCALE

**COLORADO REGISTERED**  
SURVEYOR  
D. MALCOMB  
61912  
25965

990 south broadway  
suite 230  
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p 303.561.3333  
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**WARE MALCOMB**  
CIVIL ENGINEERING & SURVEYING

JOB NO. 15075-1			
DATE: 04/10/2018			
SCALE: 1" = 50'			
Sheet 2 of 2			
NO.	DATE	CITY COMMENTS	REMARKS
1	06/19/2018		
DRAWN BY: AJ		PA/PM: GB	