



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:	Nine Mile	
FILE NO:	PDA-001115-2019	DATE SUBMITTED: 9/27/19
		FEES PAID: 4170 pd 9/30/19

PROJECT/BUSINESS NAME: NINE-MILE CORNER
PROJECT ADDRESS: SE CORNER OF HIGHWAY 287 & ARAPAHOE ROAD
PROJECT DESCRIPTION: 47 ACRE MIXED-USE PROPERTY, PLANNED TO BE DIVIDED INTO 34 ACRES OF COMMERCIAL RETAIL ON THE WEST SIDE AND 13 ACRES OF MULTI-FAMILY RESIDENTIAL ON THE EAST SIDE. MANY OF THE TRACTS CREATED WITH THIS PLAT WILL BE OWNED AND MAINTAINED BY (FUTURE) NINE MILE METRO DISTRICT.

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: NINE MILE
 Filing #: 1 Lot #: 1-10 Block #: 1-2 Section: 34 Township: 1N Range: 69W

OWNER (attach separate sheets if multiple)

Name/Company: TOWN OF ERIE URBAN RENEWAL AUTHOR
 Contact Person: BEN PRATT
 Address: 645 HOLBROOK STREET
 City/State/Zip: ERIE, CO 80516
 Phone: 303-926-2769 Fax: 303-926-2706
 E-mail: BPRATT@ERIECO.GOV

AUTHORIZED REPRESENTATIVE

Company/Firm: EVERGREEN-287 & ARAPAHOE, L.L.C.
 Contact Person: DEREK LIS
 Address: 1873 S. BELLAIRE ST., SUITE 12000
 City/State/Zip: DENVER, CO 80222
 Phone: 303-803-1438 Fax: 602-384-2208
 E-mail: DLIS@EVGRE.COM

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: SEE ALTA/TITLE COMMITMENT
 Address:
 City/State/Zip:

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: SEE ALTA/TITLE COMMITMENT
 Address:
 City/State/Zip:

LAND-USE & SUMMARY INFORMATION

Present Zoning: RURAL/AGRICULTURAL	Gross Site Density (du/ac): N/A - COMM; 21 du/ac -RESIDENT
Proposed Zoning: COMMERCIAL/RETAIL & HIGH DENSITY RES.	# Lots/Units Proposed: N/A
Gross Acreage: 47 ACRES	Gross Floor Area: TBD

SERVICE PROVIDERS

Electric: XCEL ENERGY	Gas: XCEL ENERGY
Metro District: NINE MILE METRO DISTRICT (FUTURE)	Fire District: TOWN OF ERIE
Water (if other than Town): TOWN OF ERIE	Sewer (if other than Town): TOWN OF ERIE

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 checked="" type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<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
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 checked="" type="checkbox"/> Non-Resl. (>10,000 sq. ft.)	\$ 2200.00
<input checked="" type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resl. (<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	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	\$ 600.00	
		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: Benjamin C. Pratt
 Owner: _____
 Applicant: Benjamin C. Pratt

Date: 9/26/19
 Date: _____
 Date: 9/26/19

STATE OF COLORADO)
 County of Weld) ss.
 The foregoing instrument was acknowledged before me this 26th day of September, 2019, by Benjamin C. Pratt.

My commission expires: 11-14-2022
 Witness my hand and official seal.

Jessica Koenig
 Notary Public

JESSICA ANNE KOENIG
 LAND USE APPLICANT - 12 December 2007
 State of Colorado
 Notary ID # 20144044046
 My Commission Expires 11-14-2022

November 14, 2019

Town of Erie – Planning Division
Ms. Hannah L. Hippely, AICP
645 Holbrook Street
Erie, CO 80516

Re: Nine Mile Corner PD – Development Plan, 1st Amendment

Dear Hannah:

Thank you for the time and input you have provided regarding certain amendments to the approved Nine Mile Corner PD – Development Plan. As the issue related to the IGA between the Town of Erie and the City of Lafayette, and more specifically to the southern 150' buffer, has evolved over the past year, certain amendments to the approved Development Plan are requested as a reaction to this new encumbrance on the site. The requested amendments, some technical in nature, and some more involved, are outlined below. The associated Development Plan has been updated with new language depicted in red text for clarity.

Sheet 1 of 7

- Revised Legal Descriptions
The legal descriptions were revised to be the metes and bounds of PA-1 and PA-2, as requested by the Town.

Sheet 2 of 7

- Land Use Map – Revision to PA-1/PA-2 Boundary/Acreages
Now that the plat for the property is moving forward, more detailed information related to acreages of the two planning areas and the dividing line is available. This is reflected in the Land Use Map as well as the Land Use Summary Table.
- Dimensional Standards Table – Maximum Height
Due to the implementation of the 150' southern buffer, the developable area of planning area 2 has decreased; thus a request to increase the maximum height is requested in order to keep the necessary unit count and density as was originally intended prior to the IGA. A maximum building height of 53' and 4-stories is requested. Further, to accommodate the desired architectural elements, particularly the tower features of the Lowe's building (and future Large Retail Uses) the height of these elements was increased to 55' in height to align with the previously submitted and reviewed Lowe's elevations.
- Dimensional Standards Table – Setbacks and Notes
The new 150' southern property line setback is updated with this amendment in accordance with the IGA. In addition, two new notes have been added to better clarify where setbacks are measured from as well as certain permitted encroachments. The intent is that the Metro District tracts created for the 150' southern buffer, the detention ponds along Arapahoe, and the trail along the easterly boundary of PA-2, are included in the calculations for landscaping, open space, density, etc., and that any landscape or building setbacks are measured from the outside boundaries of the PD areas and not the boundaries of the aforementioned tracts.

Sheet 3 of 7

- Revisions to Article I – As discussed with Town Staff, in order to facilitate any requested amendments to the PD-DP in the future, the owners required to request such amendment may be less than 100% of the land owners at that time. The owners required for such an amendment are: a) the owner of PA-2, and b) the owners of at least 50% of the land within PA-1 (tracts or parcels of land within PA-1 owned by a Metro District or other governing jurisdiction) are not included in the 50% calculation.
- Revisions to Article IV.A. – Because the pads buildings within PA-1 are not adjacent to residential developments (they are adjacent to public streets, not next to the multifamily development, a have a significant 150' landscape buffer to the south) clarifications were added to provide that Service Stations and Car Washes are permitted by right, without the requirement to process the plans/uses through a separate Special Review Use process. Also, given that convenience stores have evolved to include more options and varieties in their food offerings, the definition of Convenience Store was increased to a maximum floor area of 6,000 s.f.
- Revisions to Article IV.B. – Land Use Regulations, High Density Residential Planning Area – PA-2
Due to the implementation of the 150' southern buffer, the developable area of planning area 2 has decreased; thus a request to increase the maximum units per building to 51 is requested in order to keep the necessary unit count and density as was originally intended prior to the IGA.
- Revisions to Article V.A. – In order to address the unique size and scale of the integrated retail development within PA-1, a comprehensive signage program was developed and included within the PD-DP in Sheets 5-7. This signage program details the high quality design standards for the signage, as well as the locations and sizes of the freestanding and building signage. The goal for the freestanding signage was to provide appropriate signage for all retailers and restaurants within PA-1 on multi-tenant signs, rather than littering the street frontages with individual signs. Due to the unique nature of fuel pricing signage, a stand-alone sign for the convenience store/fuel station has been provided. Freestanding signs will be located within the 30' landscape setbacks along both street frontages, and the shared sign located adjacent to the Highway 287 drive entrance will also identify the apartment community.
- Revisions to Article VI.A. – Development Standards; Vehicular Parking Requirements
 - Non-Residential Parking (PA-1)
The previous PD-DP listed parking ratios for Large Retail Uses – this revision includes a change to that parking ratio and also adding a parking ratio for the balance of the retail center. The revision also includes some additional notes regarding non-residential parking including clarifications related to ancillary uses and fuel station spaces.
Retailers have continued to scale back their parking requirements, based on studies of actual customer use and demand, in order to minimize oversized and under-utilized parking lots which contribute to the heat island effects and detract from the aesthetic appeal of retail centers. For Large Retail Uses, only 1 parking space per 350 square feet is required (and the proposed garden center does not require parking in addition to the parking requirement that is derived from the enclosed building footprint). Additionally, due to the aforementioned reduced parking requirement of retailers and the use of cross parking easements, 1 parking space per 200 square feet is the requirement for all other uses in the center.
 - Parking Dimensions

Following discussion with the Town, compact parking spaces are permitted. This allowance, with a limitation of no more than 10% of the required parking spaces, as well as standard dimensions for compact parking spaces have been added to the PD-DP. An additional note has been added to the Residential Parking (PA-2) standards noting that these parking dimensions apply to PA-2.

- Revisions to Article VI.B. – Landscape Buffer
Language related to the required landscape buffer between PA-1 and PA-2 has been added with this amendment to better clarify allowances in this buffer related to encroachments.
- Revisions to Article VI.C. – Lighting Standards
 The goal for the parking lot lighting shall be to minimize the appearance and number of poles, so that the poles and fixtures are not obtrusive but instead fade into the background and become unnoticed as the source of the lighting. In order to provide for that, the fixtures shall be minimalist in design. The accent and pedestrian scale lighting shall be encouraged to be decorative and designed appropriate for the space within which the lighting is being used, and flexibility in the design of that lighting is permitted. Further, LED bulbs have made substantial progress in the past years and many options exist to allow for low energy, longer lasting LED bulbs that do not provide harsh lighting and glare, and therefore should be allowed to help with energy conservation.

Sheet 4 of 7

- Revisions to Article VI – Development Standards; Non-Residential Design Standards
 - Building Orientation / Screening
In order to retain the retail center's design intent to locate the multi-tenant shops buildings at the setback lines, and keep the pad buildings closer to the streets, these Design Standards were added and/or clarified so that business entrances were not required to be oriented towards the streets, and also to allow for aesthetically pleasing screening of any necessary utility equipment (that, as a result, would be on the street side of a building) to encroach into the building and landscape setbacks.
 - Drive-Throughs
Similar to the above, based on the design intent for the pad buildings, this section was added to add requirements for drive-through screening when the drive-through windows are not located facing the interior of the center. Additionally, the drive-through stacking requirements were established to provide a consistent and easily measurable standard for all drive-through pad buildings in the center, which conforms to the designs shown in the site plan and satisfies end user requirements.
 - Loading Space
Given the nature of the two multi-tenant buildings located on the corner parcel, with shared parking and under common ownership, only one shared loading space is necessary in order to serve both buildings. The clarification was added to ensure that the one loading space requirement was applicable so long as the aggregate square footage of the buildings was less than 24,000 s.f. (the Town's threshold for requiring 2 loading spaces for a single building), for consistency.
 - Building Design and Character
The architectural character of PA-1, including colors and materials and design examples have been provided so that the entirety of PA-1 will be developed harmoniously. Flexibility with some design elements is permitted, as described in the PD-DP, but with a goal of ensuring that all



buildings within the retail development appear to belong together without losing individual character and identity.

○ Building Massing and Façade

Additions, modifications and clarifications to Sections 10.6.8.C.4 and 10.6.8.C.7 have been provided to address the nature of the Large Retail Uses and their architectural elements, as shown below:

a. Building Mass

~~A single, large, dominant building mass shall be avoided.~~ Buildings shall be designed to integrate variations in height, texture, color, and façade depth. For pad buildings, all building facades shall have similar levels of architectural detailing. For buildings located in the easterly portion of PA-1, the west facing façade shall have the predominant architectural detailing.

b. Wall Articulation

Primary structures having single walls exceeding 40 feet in length (or 60 feet in length for Large Retail Uses, as defined in this PD) shall incorporate 3 or more of the following features at least every 40 feet in length (or 60 feet in length for Large Retail Uses):

- i. Changes in color, graphical patterning, changes in texture, or changes in material;
- ii. Projections, recesses, and reveals, expressing structural bays or other aspects of the architecture with a minimum change of plane (in height or in depth) of 8 to 12 inches;
- iii. Windows, ~~and~~ fenestrations, the use of glass or glazing, including spandrel glass;
- iv. Awnings; ~~or~~
- v. Gable projections or other projecting architectural features;
- vi. Tower elements; or
- vii. Outdoor garden walls and fencing, in front of building walls, that demonstrate 3 or more of the features noted above.

c. Entrances

Each primary structure shall have a clearly defined main pedestrian entrance featuring at least 3 of the following elements:

- i. Canopies, [awnings](#) or porticos;
- ii. Overhangs;
- iii. Recesses or projections;
- iv. Arcades;
- v. Arches;
- vi. Peaked roof forms;
- vii. Outdoor patios;
- viii. [Storefront glazing and/or display](#) windows;
- ix. Architectural tilework or moldings integrated into the building design; or
- x. Integrated planters or wing walls that incorporate landscaped areas or seating areas.

7. Ground Floor Treatment

Buildings shall incorporate a human scale near ground level on commercial buildings and along street facades and entryways through the use of such scale elements as windows, [storefront glazing](#), doors, columns, [awnings](#) and beams.

Nine Mile Corner PD-DP Amendment No. 1

A PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST
AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.
47.21 ACRES
PDA-001115-2019



1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186

LEGAL DESCRIPTION - OVERALL

A PORTION OF THE NORTHEAST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34 AND MONUMENTED ON THE WEST BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 38064" IN A RANGE BOX FOR THE CENTER-NORTH 1/16 CORNER OF SECTION 34, AND MONUMENTED ON THE EAST BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 16406" FOR THE NORTH 1/16TH CORNER COMMON TO SECTIONS 34 AND 35, AND IS ASSUMED TO BEAR N89°54'51"E.

COMMENCING AT SAID CENTER-NORTH 1/16 CORNER OF SAID SECTION 34;

THENCE WITH SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34, N89°54'51"E A DISTANCE OF 57.27 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 107TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE WITH SAID EAST RIGHT OF WAY LINE OF NORTH 107TH STREET, N00°23'00"W A DISTANCE OF 1,388.64 FEET TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF ARAPAHOE ROAD AND A POINT OF NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°39'37", HAVING A RADIUS OF 80.50 FEET, AN ARC LENGTH OF 33.24 FEET, AND WHOSE CHORD BEARS N66°05'34"E, A CHORD DISTANCE OF 33.01 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, N77°55'23"E A DISTANCE OF 112.36 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°58'22", HAVING A RADIUS OF 1,718.50 FEET, AN ARC LENGTH OF 59.17 FEET, AND WHOSE CHORD BEARS N78°54'34"E, A CHORD DISTANCE OF 59.17 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, N79°53'45"E A DISTANCE OF 166.45 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°13'19", HAVING A RADIUS OF 1,184.50 FEET, AN ARC LENGTH OF 149.30 FEET, AND WHOSE CHORD BEARS N83°30'25"E, A CHORD DISTANCE OF 149.20 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, N87°07'04"E A DISTANCE OF 34.45 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°20'11", HAVING A RADIUS OF 860.98 FEET, AN ARC LENGTH OF 170.35 FEET, AND WHOSE CHORD BEARS S85°52'15"E, A CHORD DISTANCE OF 170.07 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S75°07'26"E A DISTANCE OF 152.43 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S68°54'48"E A DISTANCE OF 154.47 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S65°50'20"E A DISTANCE OF 12.93 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24°49'30", HAVING A RADIUS OF 960.68 FEET, AN ARC LENGTH OF 416.24 FEET, AND WHOSE CHORD BEARS S76°30'32"E, A CHORD DISTANCE OF 412.99 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S89°57'11"E A DISTANCE OF 219.50 FEET;

THENCE DEPARTING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S00°01'26"E A DISTANCE OF 427.60 FEET;

THENCE N89°58'23"W A DISTANCE OF 252.20 FEET;

THENCE S00°00'29"E A DISTANCE OF 846.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE S89°54'51"W, ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1377.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.21 ACRES (2,056,538 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION - PA 1

A PORTION OF THE NORTHEAST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34 AND MONUMENTED ON THE WEST BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 38064" IN A RANGE BOX FOR THE CENTER-NORTH 1/16 CORNER AND MONUMENTED ON THE EAST BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 16406" FOR THE NORTH 1/16TH CORNER COMMON TO SECTIONS 34 AND 35, AND IS ASSUMED TO BEAR N89°54'51"E.

COMMENCING AT SAID CENTER-NORTH 1/16 CORNER OF SAID SECTION 34;

THENCE WITH SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34, N89°54'51"E A DISTANCE OF 57.27 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 107TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE WITH SAID EAST RIGHT OF WAY LINE OF NORTH 107TH STREET, N00°23'00"W A DISTANCE OF 1,388.64 FEET TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF ARAPAHOE ROAD AND A POINT OF NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°39'37", HAVING A RADIUS OF 80.50 FEET, AN ARC LENGTH OF 33.24 FEET, AND WHOSE CHORD BEARS N66°05'34"E, A CHORD DISTANCE OF 33.01 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, N77°55'23"E A DISTANCE OF 112.36 FEET TO A POINT OF CURVATURE TO THE RIGHT;

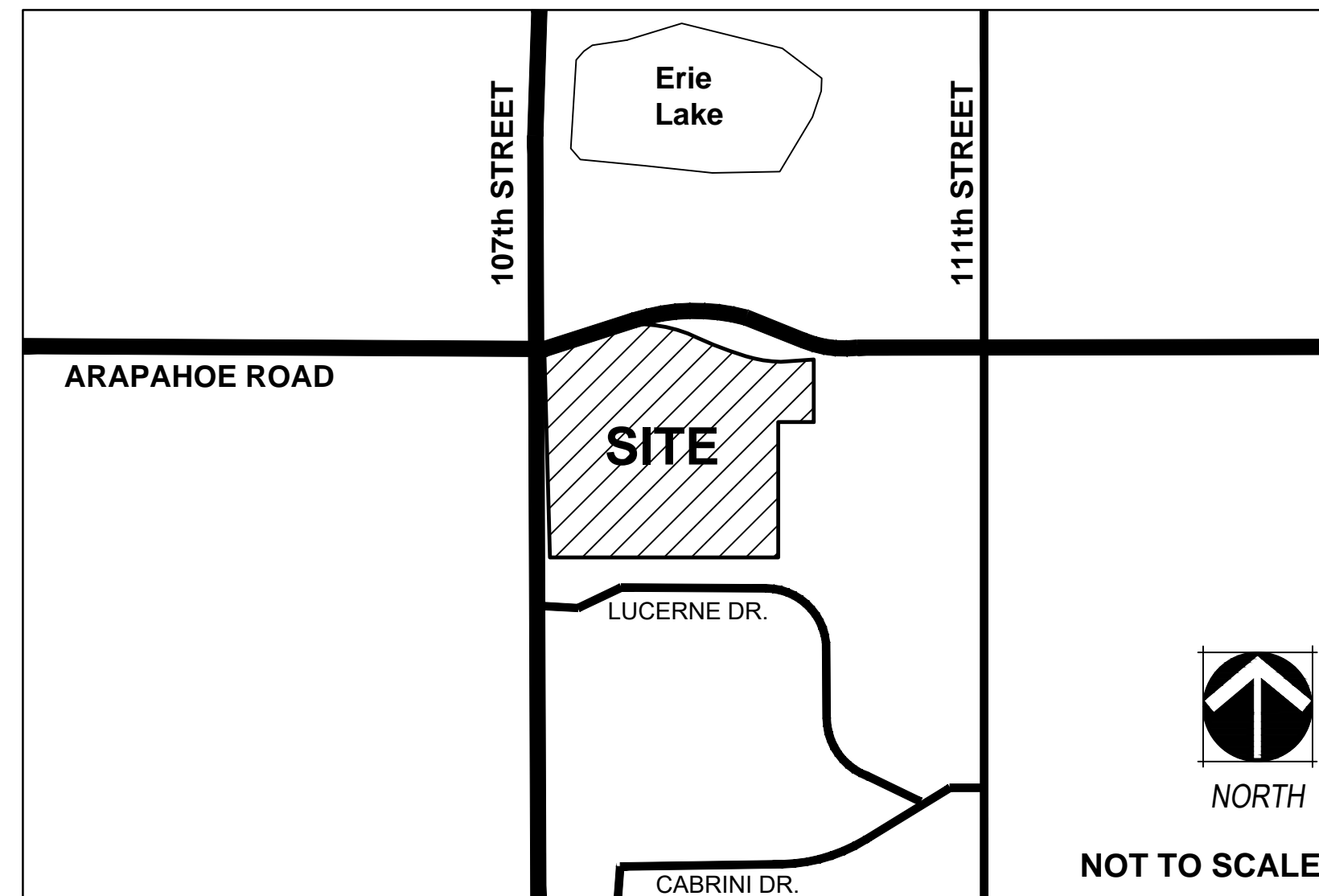
THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°58'22", HAVING A RADIUS OF 1,718.50 FEET, AN ARC LENGTH OF 59.17 FEET, AND WHOSE CHORD BEARS N78°54'34"E, A CHORD DISTANCE OF 59.17 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, N79°53'45"E A DISTANCE OF 166.45 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°13'19", HAVING A RADIUS OF 1,184.50 FEET, AN ARC LENGTH OF 149.30 FEET, AND WHOSE CHORD BEARS N83°30'25"E, A CHORD DISTANCE OF 149.20 FEET;

CONTAINING 47.21 ACRES (2,056,538 SQUARE FEET), MORE OR LESS.

VICINITY MAP



LEGAL DESCRIPTION - PA-1 - CONTINUED

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, N87°07'04"E A DISTANCE OF 34.45 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°20'11", HAVING A RADIUS OF 860.98 FEET, AN ARC LENGTH OF 170.35 FEET, AND WHOSE CHORD BEARS S85°52'15"E, A CHORD DISTANCE OF 170.07 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S75°07'26"E A DISTANCE OF 152.43 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S68°54'48"E A DISTANCE OF 99.31 FEET;

THENCE DEPARTING SAID PROPOSED SOUTH RIGHT OF WAY LINE, S0°23'00"E A DISTANCE OF 1,245.53 FEET;

THENCE N90°00'00"E A DISTANCE OF 424.10 FEET;

THENCE S00°00'29"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE N90°00'00"E A DISTANCE OF 424.10 FEET;

THENCE S00°00'29"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE WITH SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34, S89°54'51"W A DISTANCE OF 1,377.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.24 ACRES (1,447,870 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION - PA 2

A PORTION OF THE NORTHEAST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34 AND MONUMENTED ON THE WEST BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 38064" IN A RANGE BOX FOR THE CENTER-NORTH 1/16 CORNER AND MONUMENTED ON THE EAST BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 16406" FOR THE NORTH 1/16TH CORNER COMMON TO SECTIONS 34 AND 35, AND IS ASSUMED TO BEAR N89°54'51"E.

COMMENCING AT SAID CENTER-NORTH 1/16 CORNER OF SAID SECTION 34;

THENCE WITH SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34, N89°54'51"E A DISTANCE OF 1434.69 FEET;

THENCE N00°00'29"W A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING;

THENCE N90°00'00"W A DISTANCE OF 424.10 FEET;

THENCE N00°23'00"W A DISTANCE OF 1,245.53 FEET TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF ARAPAHOE ROAD;

THENCE WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S68°54'48"E A DISTANCE OF 55.16 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S65°50'20"E A DISTANCE OF 12.93 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24°49'30", HAVING A RADIUS OF 960.68 FEET, AN ARC LENGTH OF 416.24 FEET, AND WHOSE CHORD BEARS S76°30'32"E, A CHORD DISTANCE OF 412.99 FEET;

THENCE CONTINUING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S89°57'11"E A DISTANCE OF 219.50 FEET;

THENCE DEPARTING WITH SAID PROPOSED SOUTH RIGHT OF WAY LINE, S00°01'26"E A DISTANCE OF 427.60 FEET;

THENCE N89°58'23"W A DISTANCE OF 252.20 FEET; THENCE S00°00'29"E A DISTANCE OF 696.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.97 ACRES (608,669 SQUARE FEET), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, _____, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE LEGAL DESCRIPTIONS TRULY AND CORRECTLY REPRESENT THE AREAS OF THE PD-DEVELOPMENT PLAN BEING REZONED.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20 ____.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PD ZONING MAP IS TO BE AS THE " _____ PD ZONING MAP" 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 THE ____ DAY OF _____, 20 ____.

TINA HARRIS
MAYOR

ATTEST _____
TOWN CLERK

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO)
) ss.
COUNTY OF _____)

I HEREBY CERTIFY THAT THIS PD-DEVELOPMENT PLAN WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20 ____ A.D. AND WAS RECORDED AT RECEPTION NO. _____.

COUNTY CLERK AND RECORDER

SHEET INDEX

- | | |
|-----------------------|----------------------|
| 1. COVER SHEET | 4. DESIGN STANDARDS |
| 2. PD-DP MAP | 5. PERMITTED USES |
| 3. GENERAL PROVISIONS | 6. SIGNAGE STANDARDS |
| | 7. SIGNAGE PLAN |

NINE MILE CORNER
PD-DP AMENDMENT NO. 1
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

OWNER:
TOWN OF ERIE &
TOWN OF ERIE URA
645 HOLBROOK STREET
P.O. BOX 750
ERIE, CO 80516

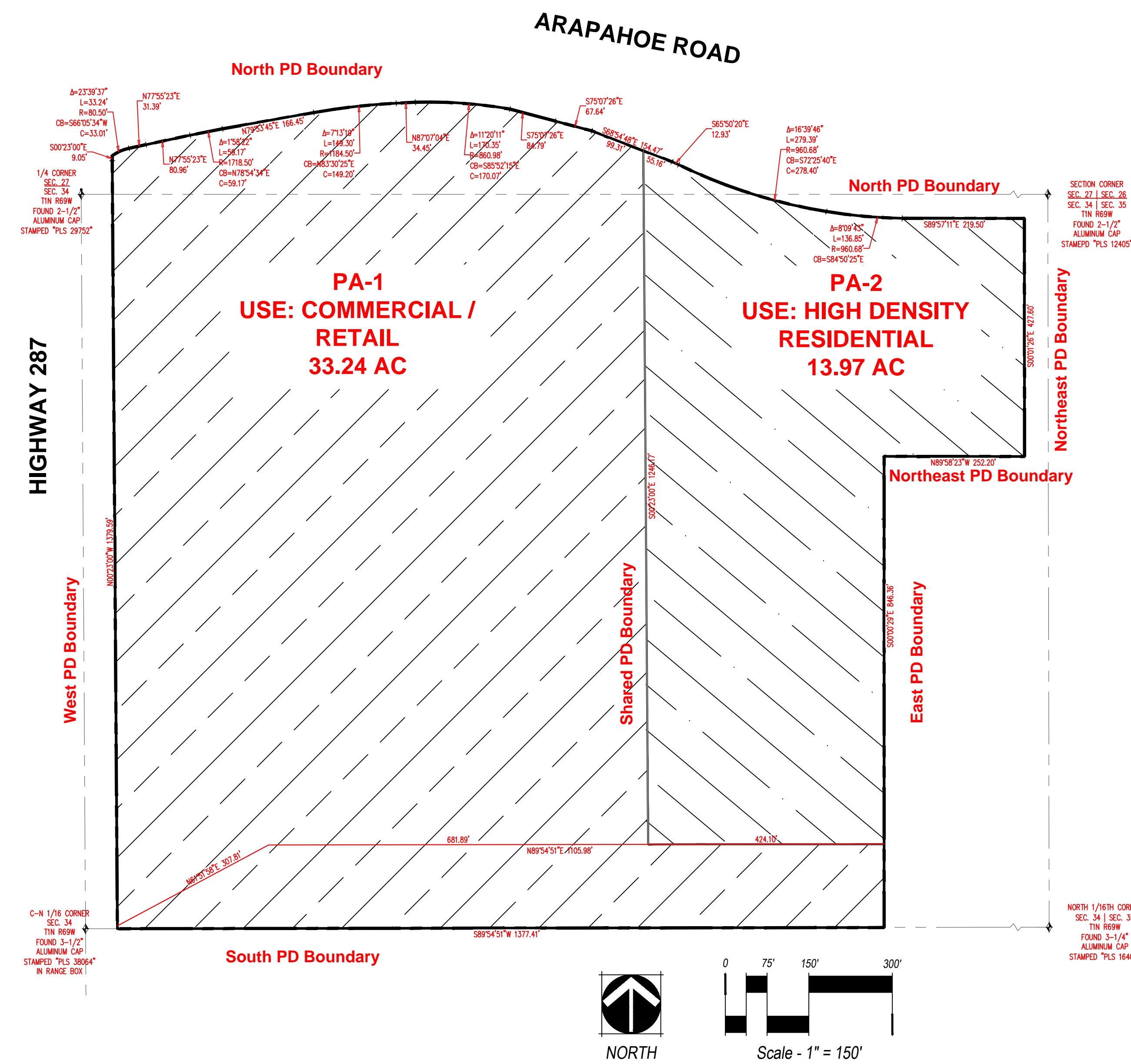
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SHEET TITLE:
COVER SHEET

Nine Mile Corner PD-DP Amendment No. 1

A PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST
AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.
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PD Boundary Diagram



TRACT	AREA	USE	MAX DU	% OF TOTAL AREA
PA-1	33.24 AC	COMMERCIAL/RETAIL	N/A	70%
PA-2	13.97 AC	HIGH DENSITY RESIDENTIAL	308	30%
TOTAL	47.21 AC		308	100%

(1) All calculations of density, floor area percentages or similar requirements using land area requirements shall: a) be calculated for each Planning Area as a whole and cumulatively, and not on a Lot by Lot basis (i.e., for PA-1 as a whole, and for PA-2 as a whole), and b) include the landscape, trail or detention tracts within the respective Planning Areas.

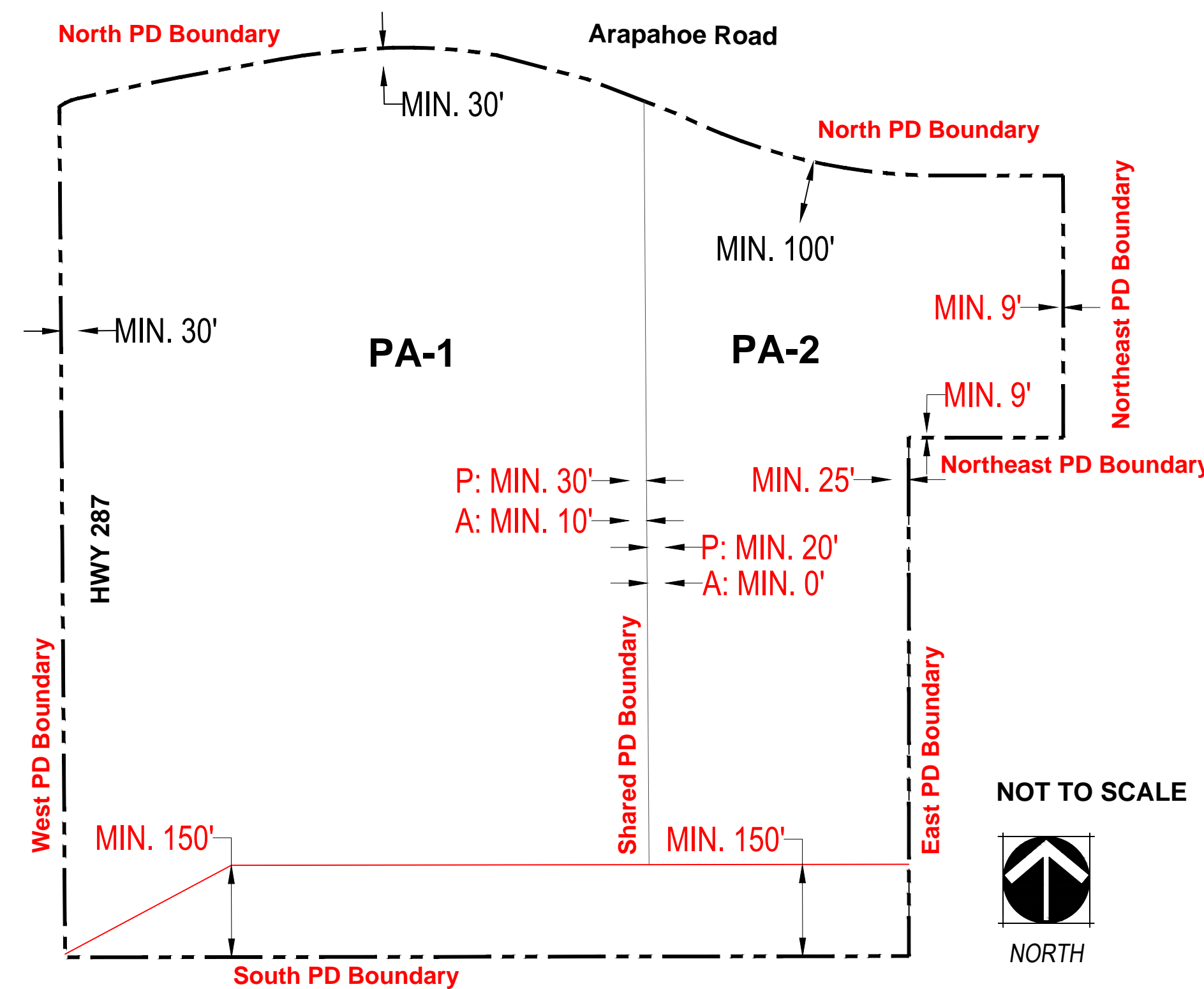
PLANNING AREA	MIN. WIDTH (FT.)	MIN. AREA (S.F.)	MAX HEIGHT	MAX DENSITY
PA-1	NONE	NONE	PRINCIPAL: 45' ⁽²⁾ / ACCESSORY: 25'	NONE
PA-2	NONE	NONE	PRINCIPAL: 53' (4 stories) ⁽³⁾ , 45' (3 stories) / ACCESSORY: 25'	22 DU/AC

- (2) Architectural Towers or features of Large Retail Uses may be 55' in height in PA-1
- (3) Buildings with a maximum of 53' and up to 4 stories tall shall be permitted in PA-2 so long as they are located at least 400' from the North PD Boundary and 400' from the South PD Boundary

PLANNING AREA	MINIMUM BUILDING SETBACKS (FT.) ⁽⁴⁾⁽⁵⁾ (see Building Setback Diagram for further clarification)					
	WEST PD BOUNDARY	NORTH PD BOUNDARY	NORTHEAST & EAST PD BOUNDARY	SHARED PD BOUNDARY ⁽⁷⁾	SOUTH PD BOUNDARY	PROPERTY LINES WITHIN PA-1
PA-1	30' ⁽⁶⁾	30' ⁽⁶⁾	N/A	P: 30' A: 10'	VARIES: 150' TO 0' (AS SHOWN ON PD BOUNDARY DIAGRAM)	5' ⁽⁹⁾
PA-2	N/A	100' ⁽⁶⁾	NORTHEAST: 9' EAST: 25' (AS SHOWN ON THE BUILDING SETBACK DIAGRAM)	P: 20' A: 0'	150'	N/A

- (4) Unless otherwise noted, all setbacks shall: a) be measured from the PD Boundary, and b) apply to principal and accessory buildings.
- (5) Typical and required tree lawns and sidewalks are allowed outside the ROW as long as they are placed within dedicated pedestrian or sidewalk easements.
- (6) Parking areas in PA-2 may be located within the 100' setback adjacent to the North PD Boundary so long as such parking areas are at least 80' from the North PD Boundary.
- (7) Parking areas, access drives and drive aisles may be located in the Principal building setbacks but not within Accessory building setbacks.
- (8) Building sidewalks and screening elements such as decorative walls, fencing, green screens, etc. are permitted within the 30' building and landscape setbacks adjacent to Buildings 3A and 3B (identified on the Conceptual Site Plan on Sheet 4).
- (9) Within PA-1, Primary/Accessory Buildings shall be set back a minimum of 5' from the Property Lines for Buildings 1-9 (identified on the Conceptual Site Plan on Sheet 4). 0' setbacks (including shared building walls) shall be permitted for buildings to be constructed in the building area identified as "Building 10" on the Conceptual Site Plan. Where a building is adjacent to the West, North, South, or Shared PD Boundary, the more stringent setback shall apply.

Building Setback Diagram



(1) The taper of the Building Setback from 150' to the West PD Boundary is identified on the PD Boundary Diagram.

NINE MILE CORNER
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SHEET TITLE:
PD-DP MAP

Nine Mile Corner PD-DP Amendment No. 1

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ARTICLE 1 - GENERAL PROVISIONS

A. Application

Provisions of the Nine Mile Corner Planned Development-Development Plan ("PD-DP") shall apply to all land within the PD-DP boundaries.

1. Applicability

The provisions of the PD-DP shall run with the land. The landowners, their successors, heirs, or assigns shall be bound by this PD-DP through its approval by the Erie Board of Trustees.

2. Adoption

The adoption of this PD-DP shall evidence the findings and decision of the Erie Town Board of Trustees that this PD-DP for the Nine Mile Corner Development ("Nine Mile") is in general conformity with the Town of Erie Comprehensive Plan approved June 6, 2007 and updated in 2015; is authorized by the Town of Erie UDC, as amended.

3. Relationship to the Town of Erie Regulations

Except as explicitly stated within this Nine Mile Corner PD-DP document, development shall follow the Town of Erie, Colorado Unified Development Code (UDC), as amended.

4. Overall Concept

The Nine-Mile project is designed as mixed-use, master planned project designed to serve the Town of Erie. This PD proposes two distinct but complementary planning areas. The first of the two planning areas, PA-1, is envisioned to develop as a commercial/retail center with a variety of uses permitted that will take advantage of its high visibility location at the corner of Highway 287 and Arapahoe Road. An assortment of commercial and retail uses are permitted that will serve current and future residents of the Town of Erie. Planning Area 2 (PA -2) is located further east in a less visible portion of the site. This planning area will develop as multi-family residential housing which will provide another housing option for current and future Town of Erie residents. The residential uses will serve to transition from the high intensity non-residential uses proposed on the western portion of the project property to the lower density residential uses located directly adjacent to the east. At the time of development, care will be taken to provide inter-connectivity between the two planning areas, as well as, provide connectivity to the surrounding community.

ARTICLE 2 - DEFINITIONS

A. Definitions

"Large Retail Uses" shall mean those located in a building 25,000 square feet or larger in gross floor area.

ARTICLE 3 - DEVELOPMENT STANDARDS

A. Streets, Parking, and Loading

Parking for Nine Mile shall follow the standards set forth within section 10.6.6 *Off-Street Parking and Loading* of the Town of Erie UDC as amended, except as noted below:

1. Commercial PA-1 Parking:

a. Parking for permitted commercial uses shall be provided at the rates set forth below:

Parking (Large Retail Uses)	1 parking space per 350 square feet*
Parking (All Other Uses)	1 parking space per 200 square feet**

Note: * The square footage of ancillary uses such as garden centers, outdoor or seasonal sales and similar uses shall not be included in the minimum parking required calculation.

** For fuel stations, vehicle spaces next to the fuel pumps shall be counted towards the minimum parking requirements.

b. Shared parking between commercial parcels is permitted in order to meet overall parking requirement.

c. Parking Dimensions for commercial uses shall follow *Table 6.6-Parking Dimensions* of the Town of Erie UDC as amended, except as noted below:

Parking Dimensions (All Uses)						
Parking Angle	Curb Length	Stall Length	Aisle Width		Bay Width	
			One Way	Two Way	One Way	Two Way
90 degrees	9.0'	18.5'	24'	24'	61'	61.0'
60 degrees	10.5'	18.6'	24'	24'	61'	61.2'
Compact*	8.0'	15.0'	24'	24'	61'	61.0'

Note: *Compact parking spaces may not comprise more than 10% of the required parking spaces.

d. Private streets, shared drives, and alleys are allowed if privately maintained.

2. Commercial PA-1 Stacking and Loading

a. Drive-through window stacking shall be 150' (cumulative, if more than 1 lane is provided), and shall be measured from the pick-up window.

b. Only 1 loading space shall be required when more than 1 multi-tenant building is located on a single parcel, so long as the aggregate square footage is less than 24,000 sf.

c. Building 1 on the conceptual site plan on Sheet 4 requires 3 Type B loading bays.

3. Residential PA-2 Parking

a. Parking for permitted residential uses shall be provided at the rates set forth within *Table 6.6-1: Off-Street Parking Schedule A* of the Town of Erie UDC as amended, except as noted below:

Dwelling, Multi-Family	1 bedroom dwelling unit = 1.5 parking spaces per dwelling unit
	2+ bedroom dwelling unit = 2.0 parking spaces per dwelling unit
	Guest Parking = 1.0 parking space per 4.0 dwelling units

b. Parking requirements may be met by any combination of the following: garage, tandem, and surface parking.

c. Parking dimensions for PA-2 shall follow the dimensions listed in the table above (1. c.)

d. Private streets, shared drives, and alleys are allowed if privately maintained.

B. Landscaping

Section 10.6.4 of the Town's UDC is supplemented by the following:

- A combined landscape buffer of at least 10 feet in width shall be provided at the Shared PD boundary.
- A minimum of 15% of the overall PD area will be landscaped with live plant materials. Landscape buffers, detention ponds, and other tracts created to enhance the appearance of the site and/or integrate it with adjacent land uses will count toward the 15% minimum.
- Landscape islands in parking areas in PA-1 shall be 9' wide.

C. Lighting

Section 10.6.10.D of the Town's UDC is supplemented by the following:

- LED bulbs shall be permitted.
- Pedestrian lighting shall be provided on each site so that pedestrian paths are illuminated within Nine Mile and areas connecting to the adjacent roads.
- Light fixtures attached to buildings or within the building sidewalks, patios or plazas may be customized and personalized in order to meet the design intent and character of the space.
- All light fixtures shall be downward facing and full cut-off.
- The parking lot lights shall be as shown below.



Beacon - Viper L
Large Viper Luminaire

D. PA-2 - Residential Design Standards:

Residential design within Nine Mile PD-DP shall follow the standards set forth within section 10.6.7 *Residential Use Category Design Standards* of the Town of Erie UDC as amended, except as noted below:

The following standards replace Section 10.6.7.D *General Standards for All Residential Development* of the Town of Erie, Colorado Unified Development Code (UDC) as amended.

2. Building Design and Character

a. Building Orientation

i. Design Standards

- The primary entrance and facade of individual residential buildings within a multi-family development shall be oriented towards:
 - Primary internal or perimeter streets, or
 - Common open space, such as interior courtyards, parks, or on-site natural areas or features with a clearly defined and easily accessible pedestrian circulation system.
- Except for carriage units over garages and clubhouse/amenity center serving the residential uses, the primary entrances and facades shall not be oriented towards alleys, parking lots, garages, or carports.

b. Architectural Character

These standards shall apply to all multi-family residential development within the Nine Mile Corner PD-DP.

i. Design Standards

All sides of a multi-family building shall display a similar level of quality and architectural detailing. The majority of a building's architectural features and treatments shall not be restricted to a single facade. Building details, including roof forms, windows, doors, trim, and siding materials, shall reflect the architectural style of the building. Step downs at building ends are required for all three-story buildings.

- The maximum length of any multi-family building shall be 220 feet.
- The facades of all multi-family buildings shall be articulated through the incorporation of 2 or more of the following:
 - Balconies;
 - Bay or box windows;
 - Insets or other relief in the wall plane;
 - Porches;
 - Dormers;
 - Variations in materials; or
 - Variations in roof forms.
- Multi-family buildings shall incorporate roof pitches of between 3:12 and 12:12; however, alternative roof forms may be permitted at the discretion of the Community Development Director.
- Roof overhangs shall be a minimum of 12 inches.
- Horizontal variations in materials along the facade of a multi-family building shall occur in conjunction with a change in wall plane, preferably at the inside corner of a wall.

c. Architectural Variety

i. Design Standards

(A) Multi-Family

- Multi-Family residential uses within the Nine Mile PD-DP are only required to provide a minimum of one housing type.
- Multi-Family residential uses shall permit a maximum of 55% of the total planned dwelling units with the same number of bedrooms.
- Shall incorporate a minimum of 3 models.
- Apartment buildings shall be designed to incorporate visually heavier and more massive elements at the

building base, and lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.

(5) Apartment buildings shall provide concentrated dwelling unit access points. Monotonous access balconies and corridors running the length of a building shall be prohibited.

(6) Distinct building designs, as required above, shall be easily distinguished through a minimum of 2 of the following:

- A variation in length of 30 percent or more;
- A variation in the footprint of the building of 30 percent or more;
- A distinct variation in color and use of materials;
- A variation in the type of dwelling unit contained in the building that results in a significantly different scale and mass, i.e., apartments vs. townhomes or duplexes; or
- A distinct variation in building height and roof form.

d. Materials

i. Intent

Materials shall be uses that maximize the quality, value, and longevity of the Nine Mile Corner residential uses through the use of durable materials that will minimize maintenance costs and improve the overall appearance of the development.

ii. Design Standards

- Primary exterior building materials on multi-family structures shall be constructed from durable materials with product warranties or an industry expected life of a minimum of 25-years.
- Exterior Insulating and Finish System (EIFS) shall not be permitted.
- Vinyl siding shall not be permitted on multi-family structures.
- All multi-family structures shall utilize durable roofing materials with product warranties or an industry expected life of a minimum of 25 years.

2. Parking and Garage Placement:

On-street parking spaces may be counted towards guest parking for a multi-family development, provided the on-street spaces are located on an adjacent or internal street that allows on-street parking. On-street parking spaces being counted towards the minimum requirement for guest parking shall be identified on plans at time of submittal to the Town. Required dwelling unit parking shall be off-street and may consist of the use of garages, tandem parking, and surface parking.

a. Apartments

i. Carports and common garages shall be limited to 100 feet in length.

ii. Garage doors of attached garages shall not comprise more than 45 percent of the total length of an apartment building's front facade, and the plane of not more than 4 adjacent garage doors shall be offset by at least 2 feet from the plane of the any additional adjacent garage doors.

b. Parking and Garage Placement

Parking lots and freestanding parking structures (detached garages or carports) shall not occupy more than 50 percent of each perimeter public street frontage.

3. Residential Fencing:

Residential fencing within Nine Mile Corner PD-DP shall follow the standards set forth within section 10.6.4 *Landscaping, Screening, and Fencing* of the Town of Erie UDC as amended, except as noted below:

- An 8-foot tall wood fence shall be permitted along the **Northeast and East PD Boundary**.

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ARTICLE 3 - DEVELOPMENT STANDARDS - CONTINUED

E. PA-1 - Commercial Design Standards:

Section 10.6.8. of the Town's Unified Development Code (UDC) is replaced with the following:

1. **Building Orientation**
The proposed development consists of primary and pad site buildings which shall be arranged so that their primary orientation complements adjacent, existing development. Additionally:
 - a. Building shall be required to continue a comparable level of architectural detail on the street facing façade as is provided on the primary entrance façade.
 - b. Building support functions such as loading bays and trash enclosures should not be directly adjacent to streets.
2. **Building Massing and Façade**
The building designs shown below demonstrate examples of how the following requirements can be met.
 - a. **Building Mass**
Buildings shall be designed to integrate variations in height, texture, color, and façade depth. For pad buildings, the street facing and primary entrance building façades, if different, shall have comparable levels of architectural detailing. For buildings located in the easterly portion of PA-1, the west facing façade shall have the predominant architectural detailing.
 - b. **Wall Articulation**
Primary structures having single walls exceeding 40 feet in length (or 60 feet in length for Large Retail Uses, as defined in this PD) shall incorporate 3 or more of the following features at least every 40 feet in length (or 60 feet in length for Large Retail Uses):
 - i. Changes in color, graphical patterning, changes in texture, or changes in material;
 - ii. Projections, recesses, and reveals, expressing structural bays or other aspects of the architecture with a minimum change of plane (in height or in depth) of 12 inches; except for Large Retail Uses, which require a minimum change of plane of 18";
 - iii. Windows, fenestrations, the use of glass or glazing, including spandrel glass;
 - iv. Awnings;
 - v. Gable projections or other projecting architectural features; or
 - vi. Tower elements.
 - c. **Entrances**
Each primary structure shall have a clearly defined main pedestrian entrance featuring at least 3 of the following elements:

- i. Canopies, awnings or porticos;
 - ii. Overhangs;
 - iii. Recesses or projections;
 - iv. Arcades;
 - v. Arches;
 - vi. Peaked roof forms;
 - vii. Outdoor patios;
 - viii. Storefront glazing and/or Display windows;
 - ix. Architectural tilework or moldings integrated into the building design; or
 - x. Integrated planters or wing walls that incorporate landscaped areas or seating areas.
3. **Roofs**
 - a. Where flat roofs are used, a parapet wall at least 18 inches in height shall be used on all sides of the structure. The design or height of the parapet shall include at least 1 change in setback or height of at least 3 feet along each 60 lineal feet of façade.
 - b. On all structures exceeding 2 stories in height, roofs shall internally drain, and external scuppers and wall drains shall be prohibited.
 4. **Ground Floor Treatment**
Buildings shall incorporate a human scale near ground level on commercial buildings and along street facades and entryways through the use of such scale elements as windows, storefront glazing, doors, columns, awnings and beams.
 5. **Building Materials**
 - a. No more than 25 percent of each façade of the building shall be finished with metal material.
 - b. Façade building materials shall not create excessive glare when viewed from any public street or from any residential area. Mirrored glass with a reflectance greater than 20 percent shall not cover more than 10 percent of any exterior façade of a primary or accessory structure.
 6. **Bright Colors**
Intense, bright, or fluorescent colors shall not be used as the predominant color on any wall or roof of any primary or accessory structure. These colors may be used as building accent colors, but shall not constitute more than 10 percent of the area of each elevation of a building. Permitted sign areas shall be excluded from this calculation.
 7. **Building Design and Character**
The Non-Residential building architecture of Nine Mile is a modern interpretation of the Town of Erie's imagery from its origins as a mining and agriculture town in the old 19th-century West. The forms and materials used in the building designs reflect the local materials and function of building elements found in that era. Gable and shed roof forms, structural knee bracing, and the selective use of decorative metals, glass, concrete and stone masonry, and board and batten siding are combined in the Nine Mile building

architecture to evoke the imagery of turn-of-the-century Erie. Commercial building design shall be thoughtfully considered, and architectural details designed simply and clearly for aesthetic and performance purposes.

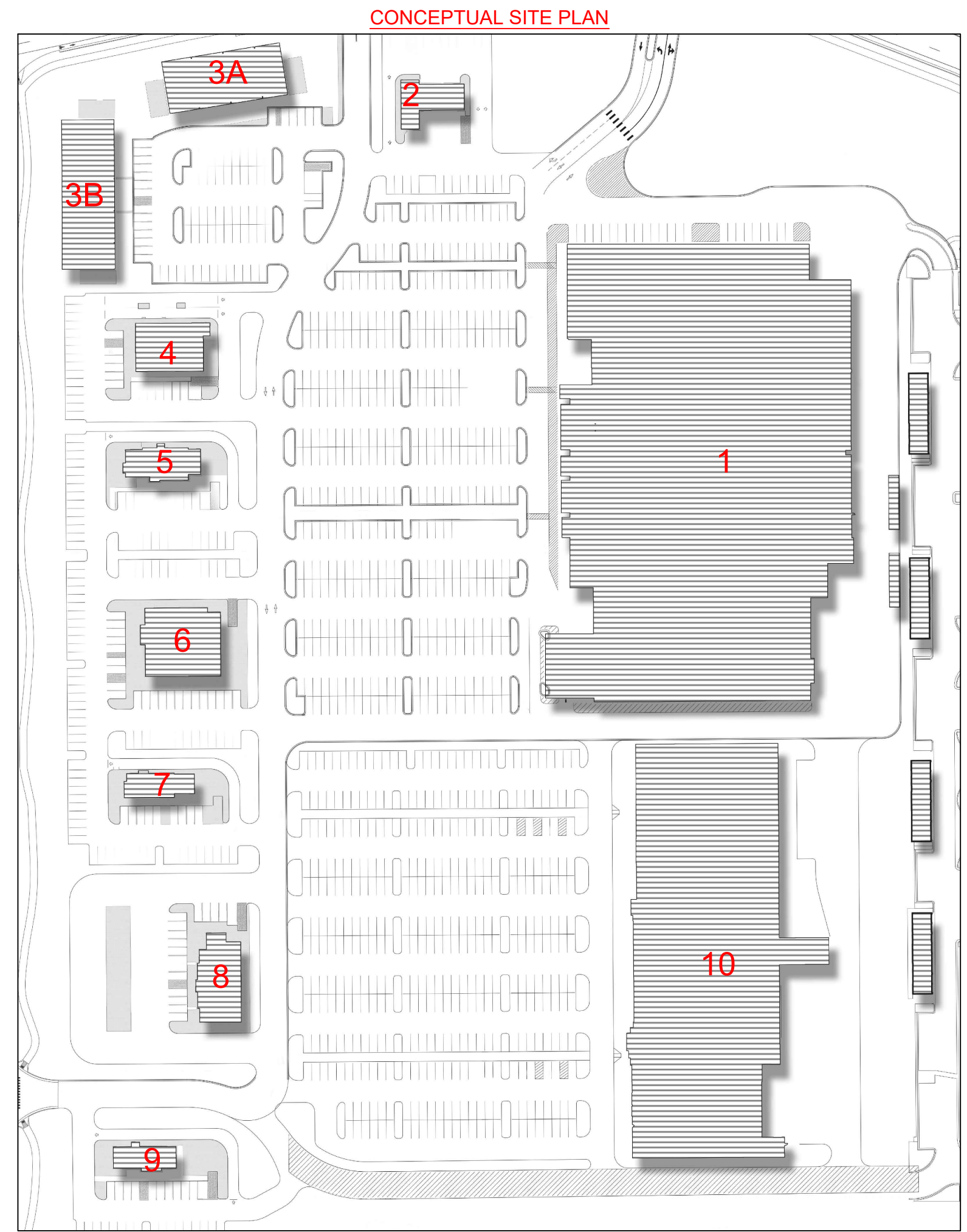
The complementary use of building massing, forms, colors and materials helps to personalize the scale of buildings and continue the Town of Erie's rich agrarian heritage. These common forms, colors and materials shall be used in combination with decorative building lighting, outdoor furniture, hardscape colors, materials and design, and landscape architecture to tie Nine Mile buildings together across the project.

- Building design shall include projections, changes in colors and materials, and a proportional relationship between primary and ancillary materials and colors.
- Parapet walls shall be integrated into the building design to conceal rooftop mechanical equipment.
- Masonry or decorative metal screening shall be provided adjacent to utility equipment fronting Highway 287 and Arapahoe Roads.
- Quality, durable building materials shall be provided at the ground floor level of commercial buildings.
- Prototype building architecture and accent colors shall be permitted when the prototype building design achieves the objectives of these Design Standards and the outcome is a design which is harmonious and complementary to other buildings in Nine Mile.

Color & Material Palette:

Fiber Cement Board:	Stone Masonry:	Simulated Wood:
• Hardie Plank Lap Siding "Mountain Sage"	• Environmental Stone "Nantucket Cobble LedgeStone"	• Woodtone "Mountain Cedar"
• Hardie Plank Lap Siding "Boothbay Blue"	Concrete Masonry Unit (CMU):	Storefront Frame:
EIFS:	• Split Face, Sherwin Williams SW 7036 "Accessible Beige"	• Kawneer "Classic Bronze"
• Sherwin Williams SW 7036 "Accessible Beige"	• Split Face, CMU Block 600R	• Kawneer "Black"
• Lowe's Blue	• Smooth Face, Sherwin Williams SW 7513 "Sanderling"	Glass:
Metal:	• Sherwin Williams SW7018 "Dovetail"	• Clear Vision Glass
• Sherwin Williams SW7054 "Suitable Brown"	• Metal Roof Panel:	• Black Spandrel
	• Berridge "Copper-Cote"	Parasoleil Panels:
	• Berridge "Cityscape"	• Varying designs and colors shall be permitted so long as they are complementary to the building design
	• Lowe's Blue	
Precast Concrete:	Expanded Metal Mesh:	
• Natural gray	• Black	

Note: Additional Materials and Colors shall be permitted so long as the majority of the building design incorporates the above Materials and Colors, and the proposed additional Materials and Colors are aesthetically harmonious with the above Palette. Corporate accent colors shall be permitted. Further, manufacturers may be substituted for any of the above Materials so long as the Colors and design style substantially conform to those specified above.



Note: Building numbers are as shown above.



Note: Renderings above are intended to demonstrate architectural design including building mass, wall articulation, entrances, and ground floor treatments. They are conceptual in nature and subject to change within the parameters of the design standards.

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SHEET TITLE:
DESIGN STANDARDS

CHECKED BY:
DRAWN BY:

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ARTICLE 4 - PERMITTED USES

A. Commercial Planning Area - PA-1

Any other uses consistent with the purposes of this section and compatible with the uses set forth herein may be allowed at the discretion of the Director of Community Development. Other uses not itemized or not reasonably similar to those listed shall not be allowed unless and until the use is approved by the Town of Erie according to the procedures for the PD Amendment Process contained within the Town of Erie UDC as hereafter amended.

B. Residential Planning Area - PA-2

1. Intent- To provide for high density residential development at a gross density of 22 DU/AC. Buildings three (3) stories or less in height shall contain a maximum of 28 units per building, and buildings four (4) stories in height shall contain a maximum of 51 units per building.
2. Uses Permitted by Right include multifamily dwellings, carriage units over garages, and those permitted in HR Zone District subsection 3.1.E of the UDC as amended.
3. Uses Permitted by Special Review- See HR Zone District uses in subsection 3.1.E of the UDC as amended.

PA-1 Uses Table			
Category	Uses Allowed by Right	Uses Allowed by Special Review	Additional Provisions
Public/ Institutional Uses			
Community Facilities			
		Transit Center	
Human Health Services			
	Urgent Care Center		Only one Lot within the PD area may have an Urgent Care Center as the Primary Use. The combined building square footages of an Urgent Care Center and Pharmacy, as Primary Uses, will not exceed 15,000 sq.ft. in aggregate within the PD area. Dental or Medical Offices, Clinic and Lab uses are permitted within an Urgent Care Center so long as the aggregate square footage of the building does not exceed the 15,000 sq. ft. maximum.
	Dental or Medical Office, Clinic, Lab		Permitted only in Buildings 3A and/or 3B but shall not exceed an aggregate of 6,000 sq. ft. Shall also be permitted as part of an Urgent Care Center facility or Pharmacy.
Telecommunication Facilities			
	As permitted by UDC in The Regional Commercial Zone District		
Utility Facilities			
	Utility Facility, Minor		
	Utility, Town-Owned		
Commercial Uses			
Animal Sales and Care			
	Animal Hospital, Small Animals		
Financial Institution			
	Automated teller machine (freestanding – drive-up or walk-up)		
	Bank or Bank, with drive through service		Only one lot within the PD area may have this as a Primary Use.
Food and Beverage Service			
	Bar/Tavern		
	Bar/Tavern (outdoor facilities)		
	Nightclub		
	Brewery, Cidery, Distillery		
	Restaurant		
	Restaurant, with drive-through or drive-up service		
	Restaurant, with outdoor seating area		
Office			
	Office, Business or Professional		Permitted only in Buildings 3A and/or 3B but shall not exceed an aggregate of 6,000 sq. ft.
Parking			
		Parking Lot	
		Parking Structure	
Recreation/ Entertainment, Indoor			
	Commercial Amusement, Indoor		
	Fitness and Recreational Sports Center		
Retail Sales and Service			
	Convenience Store		May include retail establishments with a floor area of 6,000 sq. ft. or less.
	General Retail		
	Personal Service Establishment		Permitted only in Buildings 3A and/or 3B but shall not exceed an aggregate of 6,000 sq. ft.
	Pharmacy		Only one Lot within the PD area may have a Pharmacy as the Primary Use. If combined with an Urgent Care Center as a Primary Use, a Pharmacy shall be limited to one Lot within the PD and the combined building square footages of an Urgent Care Center and Pharmacy, as Primary Uses, will not exceed 15,000 sq. ft. in aggregate within the PD area.
	Pharmacy with drive-through service		Only one Lot within the PD area may have a Pharmacy as the Primary Use. If combined with an Urgent Care Center as a Primary Use, a Pharmacy shall be limited to one Lot within the PD and the combined building square footages of an Urgent Care Center and Pharmacy, as Primary Uses, will not exceed 15,000 sq. ft. in aggregate within the PD area.
	Repair Shop		
Vehicles and Equipment			
	Service Station		Shall only be permitted on one Lot within the PD area.
	Vehicle Service and Repair, Light		Services must be performed indoors.
Accessory Uses			
	Outdoor Display and Sales		
	Outdoor Storage		Outdoor Storage Areas approved by a Site Plan are also approved for Seasonal Sales. For such Outdoor Storage Areas/Seasonal Sales that are approved on a Site Plan, no permits shall be required under Section 10.3.4 of the Town's UDC.
	Containerized Storage ⁽¹⁾		Allowed as an accessory use to Large Retail Uses only, shall be screened or located out of public view, must be specifically approved as part of a site plan, may occupy no more than 2,000 sq. ft. per lot.
	Car Wash		⁽¹⁾ Containerized Storage is the use of shipping containers, semi-trailers, or similar to collect and/or store materials where the container will be eventually be relocated off site and replaced by a new container.
	Automated teller machine (freestanding – drive-up or walk-up)		May be accessory to a Convenience Store or Service Station.
	Personal Service Establishment		Must be located internally to a Large Retail Use
	Office, Business or Professional		Must be located internally to a Large Retail Use
	Bank		Must be located internally to a Large Retail Use
	Urgent Care Center		Must be located internally to a Large Retail Use
	Pharmacy		Must be located internally to a Large Retail Use
	Dental or Medical Office, Clinic, Lab		Must be located internally to a Large Retail Use
Temporary Uses			
	Seasonal Sales		
	Construction Office & Equipment Storage		
	Food Truck(s)		Subject to Permitting, General and Specific Requirements found in Section 10.3.4
	Farm Market		
	Mobile Retail/Service		

NINE MILE CORNER
PD-DP AMENDMENT NO. 1
 TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

OWNER:
 TOWN OF ERIE &
 TOWN OF ERIE URA
 645 HOLBROOK STREET
 P.O. BOX 750
 ERIE, CO 80516

DATE:
 11-16-16
 12-09-16
 03-03-17
 05-04-17
 06-16-17
 08-08-17
 07-31-19
 09-27-19
 11-15-19
 01-28-20
 02-20-20

SHEET TITLE:
PERMITTED USES

Nine Mile Corner PD-DP Amendment No. 1

A PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST
AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.
47.21 ACRES
PDA-001115-2019

ARTICLE 5 - SIGNS

Section 10.6.12 of the Town of Erie UDC is replaced with the following:

A. Purpose

The intent of this section shall be to define the types of signs that will be permitted within Nine Mile and those that will be prohibited and the manner in which sign areas and dimensions will be measured, and to except certain types of signs from this section. It is further the intent of this section to encourage the erection of signs that are attractive and generally compatible with the adjacent property; that will preserve and enhance property values within the community; that will provide for the public convenience, health and welfare; and that will protect the public safety.

B. Sign Permit Requirements and Exceptions

1. Building And Sign Permits Required

No sign shall be painted, constructed, erected, remodeled, relocated, expanded or have the copy of the sign changed or altered (unless the sign was approved to allow such modifications) until a building permit and a sign permit for such sign have been obtained from the Town.

2. Compliance with Provisions

- No permit shall be issued unless there is full compliance with the provisions of this Section.
- All signs must conform to the regulations and design standards of the adopted building and electrical codes.

3. Maintenance and Upkeep

All signs shall be maintained and kept in good repair, including without limitation, the repair of glass, plastic or other sign face material that is missing, broken, damaged, or deteriorated; and the repair of any pole, frame support, or similar structure that is broken, damaged, or deteriorated. The maintenance, renovation, or repair of a sign without structural alteration and without change of sign copy shall not require a new sign permit, but may require a building permit under the Town's adopted building code.

4. Sign Permit Fees

The fee for a sign permit shall be the building permit fee charged for the sign as determined by the currently adopted building and electrical codes.

5. Exceptions from Sign Permit

The following signs shall be excepted from the requirement of obtaining a sign permit but shall comply with all other regulations imposed by this Section:

- Government Signs**
Signs of a duly constituted governmental body, including traffic or similar regulatory devices, legal notices, warnings at railroad crossings, and other instructional or regulatory signs concerning public health, safety and welfare.
- Building Numbers**
Address numerals and other signs required to be maintained by law or governmental order, rule or regulation; provided, that the copy and size of the sign do not exceed the requirements of such law, order, rule or regulation.
- Small Signs on Private Property**
Small signs, not exceeding 4 square feet in area, displayed on private property for the convenience of the public, including signs to identify entrance and exit drives, parking areas, one-way drives, restrooms, freight entrances and the like shall be permitted in addition to other signage allowed herein.
- Holiday Decorations**
Holiday decorations associated with any national, local, or religious holiday; provided, that such signs shall be displayed for not more than 60 days in any 1 year, and may be of any type, number, area, height, location, illumination, or animation.
- Temporary Signs**
 - Temporary signs or posters announcing or advertising events sponsored by noncommercial organizations shall be excepted from limitations of window and fabric signs. Such signs shall be removed within 7 days after the occurrence of the advertised event.
 - Temporary, non-illuminated real estate signs that do not exceed 6 square feet per face in total area and 4 feet in height. The sign must be on the property advertised for sale. The signs are limited to no more than 1 sign per street frontage. The sign must be removed within 7 days after the sale or rental of the subject property.

C. Location of Signs

1. On Same Lot as Premises

Except for the Monument Signs on Sheet 7, signs may be erected, altered, and maintained only on the same lot as the permitted use(s) it advertises or identifies.

2. On Different Lot from Premises

Off-site signage for PA-2 is allowed within PA-1 as reflected in the signage program. Monument Signs may be located on landscape or detention tracts and may be within the 30' building and landscape setback areas on both PA-1 and PA-2.

3. Attaching to Trees or Utility Poles

No sign shall be attached to a tree or utility pole whether on public or private property.

4. Interference with Traffic; Imitation of Traffic Signs and Signals

No sign shall be permitted in the vision clearance triangle or at any location where, because of its position, size, shape or color, it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, signal or device, nor may it interfere with, mislead or confuse traffic.

5. Attachments to Signs

Except for real estate signs, no riders or attachments to signs shall be permitted.

6. Public Right-of-way

No sign shall be permitted on public right-of-way except governmental traffic control or governmental informational signs (see Subsection 6.12.B.5.a).

7. Roof Signs

No roof signs are permitted.

8. Projecting over Public Property

No sign shall project over public property more than 2 feet beyond the property line. The minimum clearance above a sidewalk or public place shall be 8 feet. Any end panel of a projecting sign shall be counted as a face of the sign and shall be included in the area of that sign if said end panel is more than 1 foot in width. Not more than 1 projecting sign shall be permitted on each face of a building adjacent to a street.

D. Size Standards

1. Permitted Total Sign Area

The permitted building sign area shall be as follows:

- PA-2 Residential Planning Area**
 - Nameplate Signs: 4 square feet
- PA-1 Commercial Planning Area**
 - For building signage, 0.8 square feet per lineal foot of tenant frontage is allowed. However, for buildings located more than 150' from the North or West PD Boundary 1.0 square feet for each lineal foot of tenant frontage shall be allowed. The maximum allowable gross surface area for a principle wall sign shall be 100 square feet (305 square feet for a Large Retail Use). Secondary wall signs shall be limited to 32 square feet per face (40 square feet for a Large Retail Use).
 - Tenants with less than 32 lineal feet of tenant frontage are permitted to have up to 32 square feet of building sign area.
 - Any request for an increase in maximum allowable area for sign must be specifically approved by the Planning Commission as a part of Site Plan review.
 - The permitted monument signs height and area are as shown on Sheet 7.
 - Drive-through signage shall be up to 2 signs per drive lane where each sign may not be taller than 6 feet or larger than 32 square feet; they shall be permitted in addition to other signage allowed herein.

2. Measurement of Gross Surface Area

The area of any sign having parts with or without backing shall be measured by determining the total area of all squares, rectangles, triangles, portions of a circle, or any combination thereof constituting the smallest single continuous perimeter enclosing the extreme limits of any of the following combinations.

- The display surface or face of the sign including all frames, backing, faceplates, nonstructural trim or other component parts not otherwise used for support for parts of the sign; or
- Each word, written representation (including any series of letters), emblems or figures of a similar character, and including all frames, faceplates, nonstructural trim or other component parts not otherwise used for support for parts of the sign.
- All permanent window signs shall be included in the total allowable sign area for the premises.
 - On corner and double frontage lots, each building frontage that abuts a street, highway, private drive, or alley shall be considered a separate building frontage.

3. Sign Height

- Sign height shall be measured from average ground level at the base of or below the sign to the highest element of the sign.

E. Number of Signs Permitted

1. Number of Signs Permitted

The following shall be the number of building signs permitted:

- 5 signs per tenant, (a maximum of 1 principle sign and 4 secondary signs) for each tenant building frontage

2. Increase in Maximum Number

The Planning Commission has the authority to permit an increase in the maximum number of signs. Any request for an increase in the maximum number of signs permitted must be specifically approved by the Planning Commission as part of a Site Plan review.

F. Requirements for Specific Types of Signs

1. Illuminated Signs

Illuminated signs shall be shaded to avoid casting bright light upon property in any residential district or upon any public street, park, public facility, or hospital facility.

2. Flashing Or Moving Signs

No flashing signs, signs emitting sounds, rotating or moving signs, animated signs, signs with moving lights or signs that create the illusion of movement shall be permitted. A sign whereon the current time or temperature is shown by intermittent lighting shall not be deemed to be a flashing sign.

3. Fabric Signs

Fabric signs for commercial purposes may be permitted for grand openings or similar occasions but shall be removed within 30 days from the date installed. Only 1 fabric sign per applicant/tenant shall be permitted in any calendar year, except by Special Review Use.

4. Development Identification Signs

- Non-Residential Development Identification signs shall be permitted as shown on Sheet 7.
- Residential Development identification signs shall be permitted as shown on Sheet 7.

5. Vehicle Signs

No person shall park any vehicle or trailer on a public right-of-way or public property, or on private property, so as to be visible from a public right-of-way that has attached thereto or placed thereon any sign or advertising device for the basic purpose of providing the advertisement of products or directing people to a business or activity on the same or nearby premises. This provision applies only where the primary purpose of a vehicle is for advertising purposes and is not intended to prohibit any form of vehicular signs, such as a sign attached to a truck or motor vehicle, which vehicle is primarily used for business purposes other than advertising.

6. Temporary Signs

Temporary signs in all zoning districts shall be subject to the following specific requirements:

a. Construction Signs

Signs advertising subdivision, development, construction or other improvement of a property shall be permitted in any zoning district, and shall comply with the following:

- Such signs shall be limited to freestanding, wall or window signs, shall not exceed 64 square feet in total area nor 32 square feet per face, and shall not exceed 8 feet in height. Construction signs shall be removed within 30 days from the time that 95 percent of the lots or dwelling units in the platted subdivision, or filing thereof, have been sold, or the construction project is completed, whichever occurs earlier.
- Construction signs shall be displayed only on the property to which the sign pertains. 1 such sign shall be permitted per street upon which the property either has frontage or has an entrance from a major thoroughfare; provided, that the minimum distance between signs on any single development shall be 1000 feet.

b. Other Temporary Signs

Temporary signs not specifically regulated by the preceding Subsections shall be displayed only in accordance with the following conditions:

- Such signs shall be limited to freestanding, window or wall signs only, shall not exceed 32 square feet in total surface area per use, and shall comply with the applicable height and setback regulations for the district in which they are located.
- Such signs shall not remain in place for more than 30 days; except, that the building official may, for good cause, extend the time up to 30 days upon written application.

Nine Mile Corner PD-DP Amendment No. 1

A PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST
 AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.
 47.21 ACRES
 PDA-001115-2019

ARTICLE 5 - SIGNS (CONTINUED)

- G. PD Monument Signage Design
 - Minor Modifications to design or sign layout may be approved by Town Staff.
 - Paint, metal, and stone manufacturers may be changed so long as proposed design aesthetics are comparable.

Freestanding Monument Sign Design Requirements

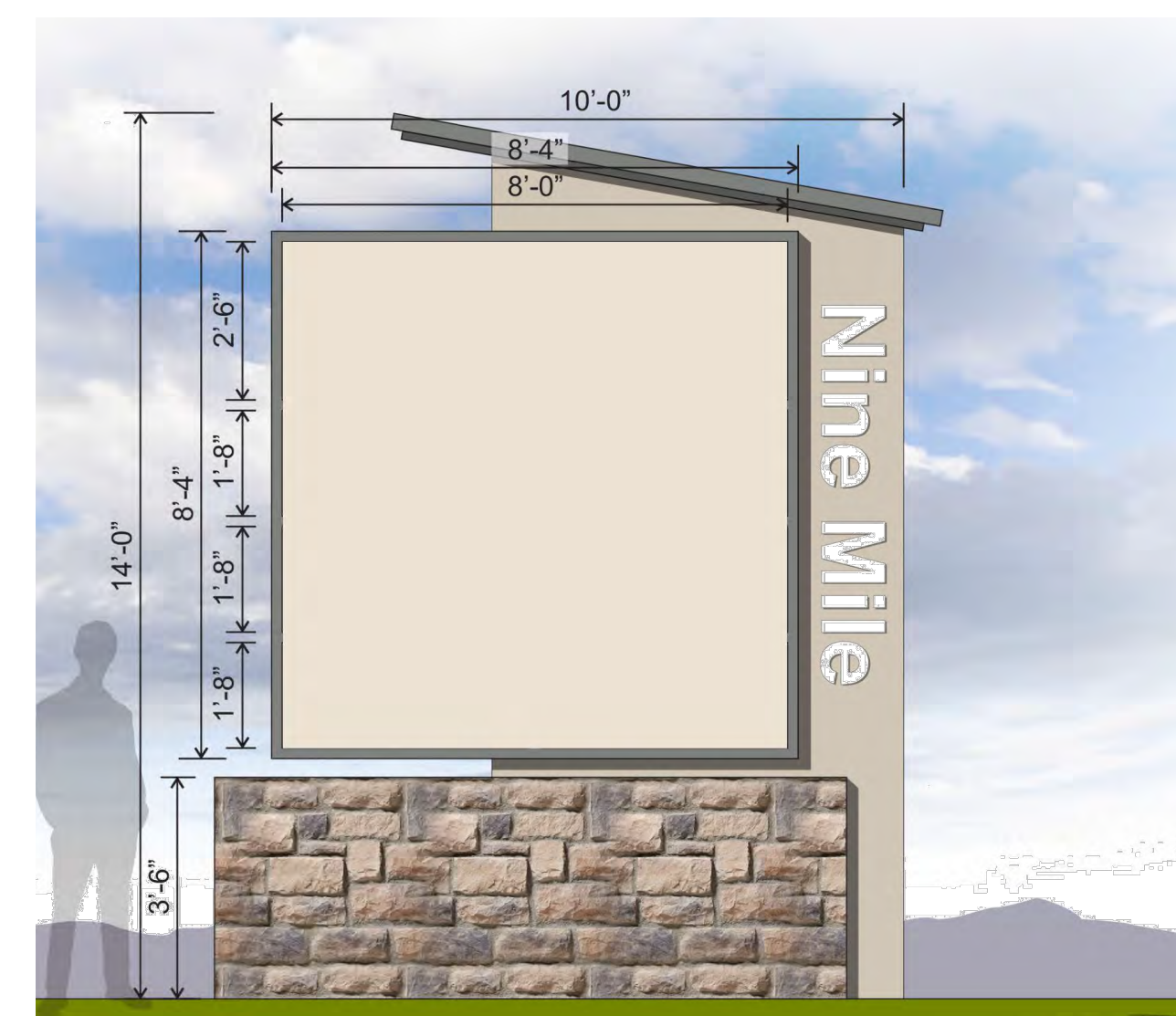
- (P) Project ID Sign
 -One (1) Set of Reverse Pan Channel Letters 4'-0" High Screen Wall, 37.5 sf Single Faced and Internally Illuminated.
- (M) Major Multi-Tenant Monument Sign
 -Four (4) Multi-Occupant Monument Signs 14'-0" High, 70 sf, Double Faced, and Internally Illuminated.
- (L) Low Profile Multi-Tenant Monument Sign
 -One (1) Multi-Occupant Monument Sign 10'-0" High, 50sf, Double Faced, and Internally Illuminated.
- (A) Apartment Monument Sign
 -One (1) Monument Sign 8'-0" High, 40 sf, Double Faced, and Internally Illuminated.
- (F) Fuel Tenant Monument Sign
 -One (1) Monument Sign 10'-0" High, 50sf, Double Faced, and Internally Illuminated.

Materials	
	Accessible Beige SW 7036 Medium Montex Texture
	Cityscape SW 7067 Smooth Finish
	Environmental Stone Nantucket Cobble LedgeStone
	Precast Concrete Cap

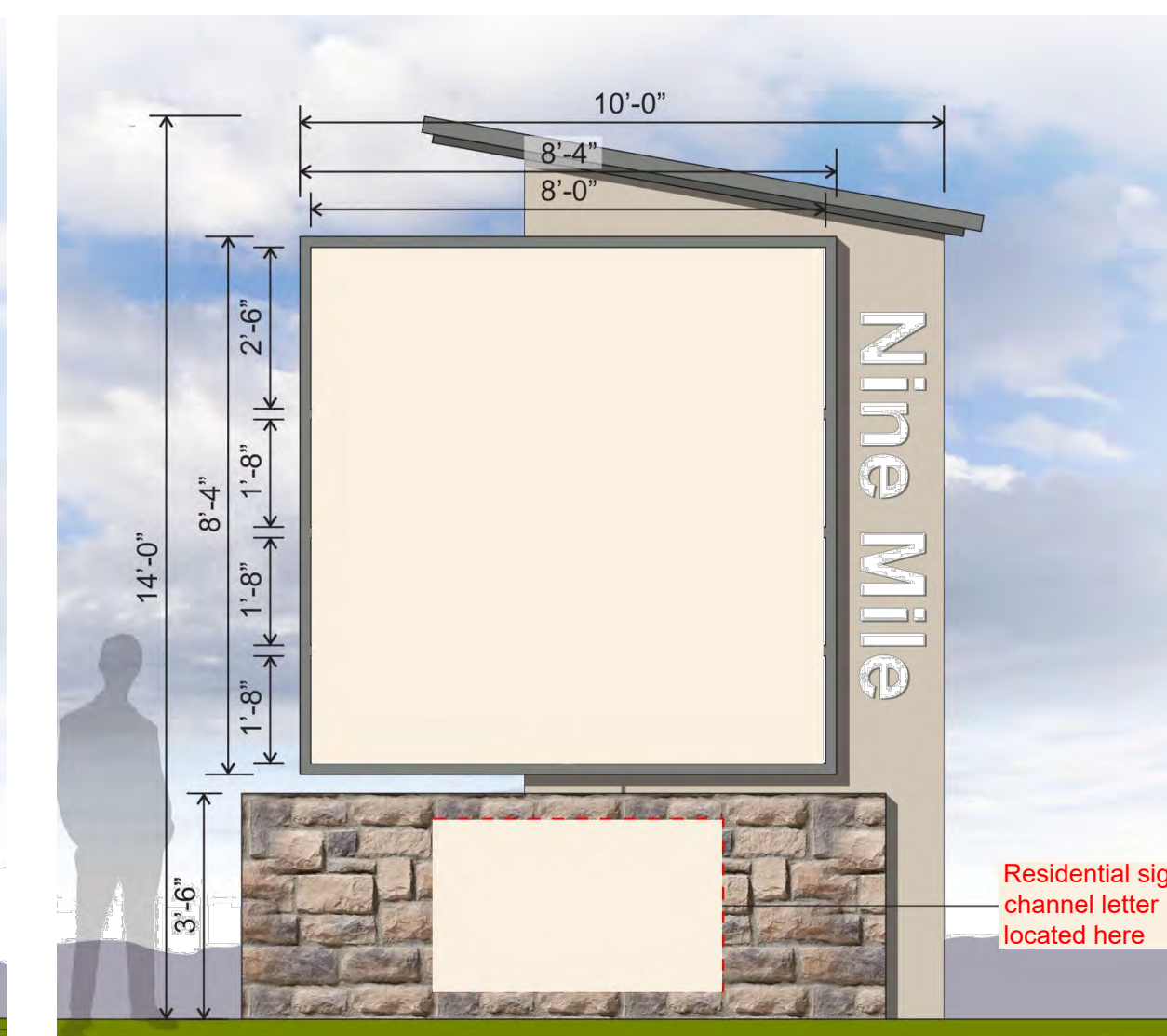
Project Identification Monument Sign (P)



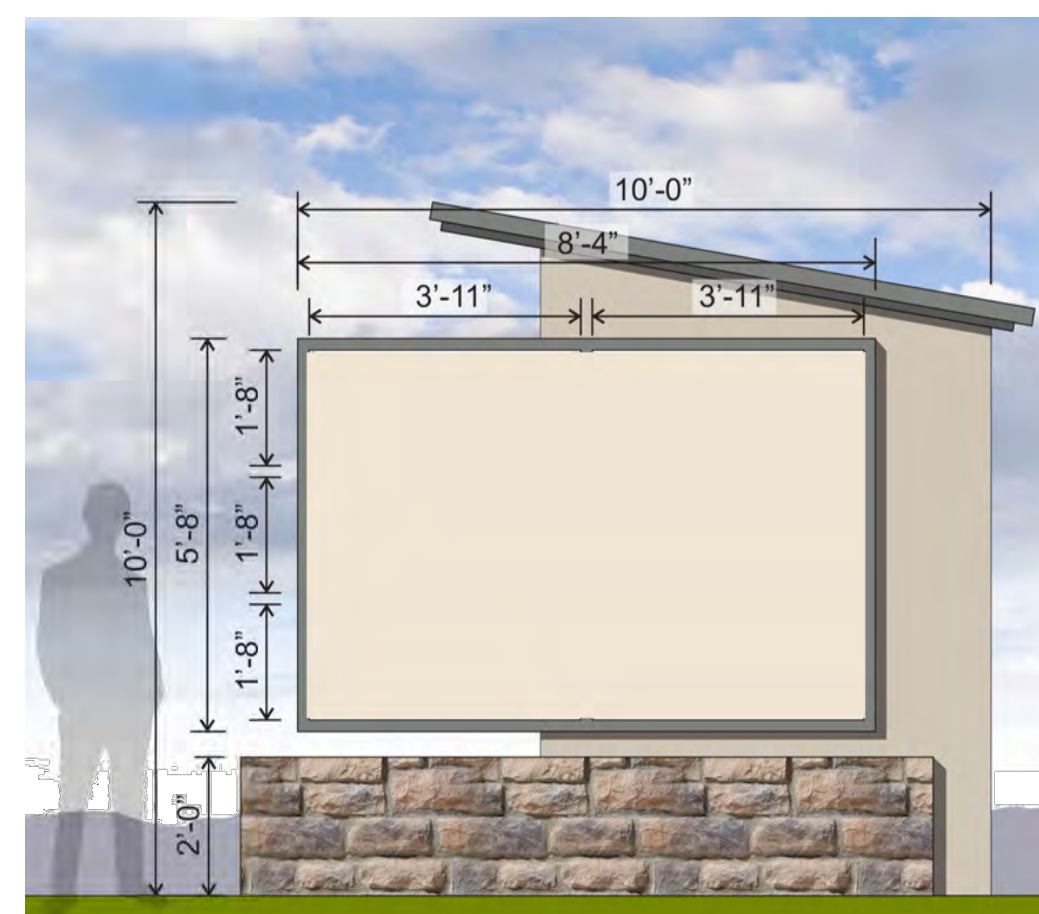
Major Multi-Tenant Monument Sign (M1, M2, M3)



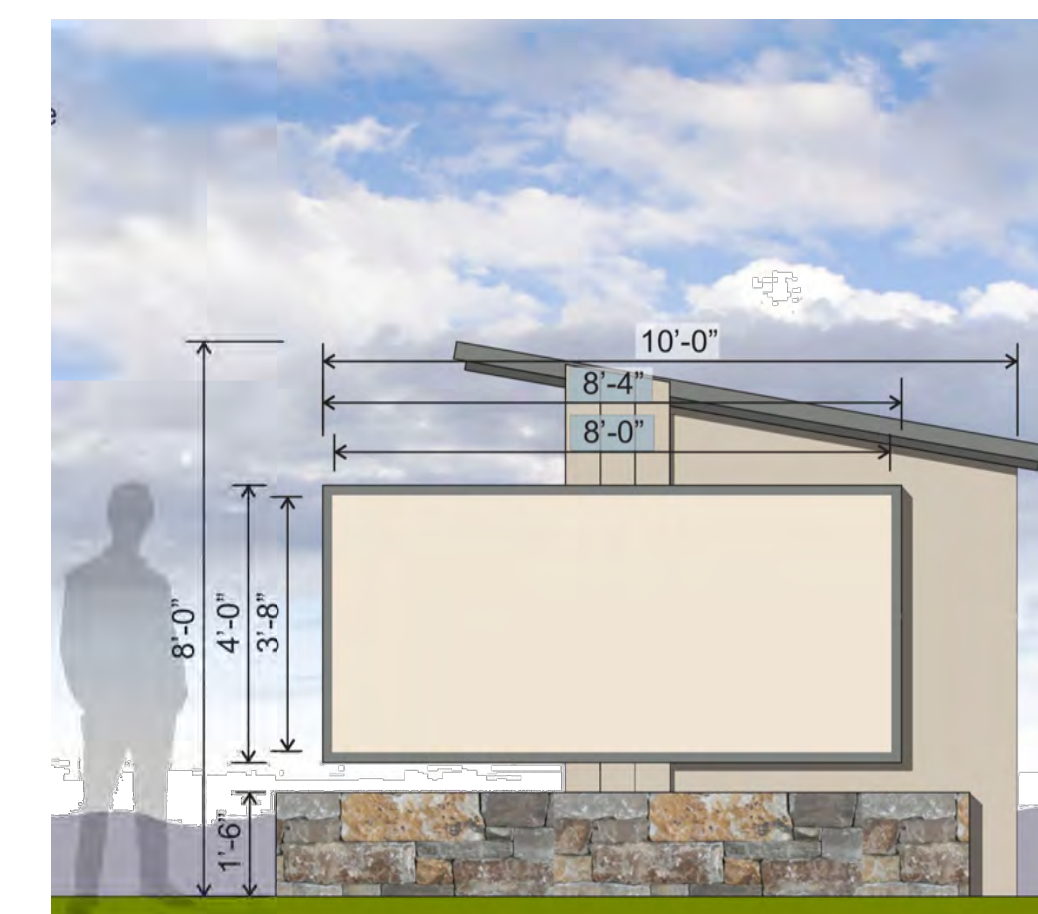
Major Multi-Tenant Monument Sign with Apartment Signage (M4)



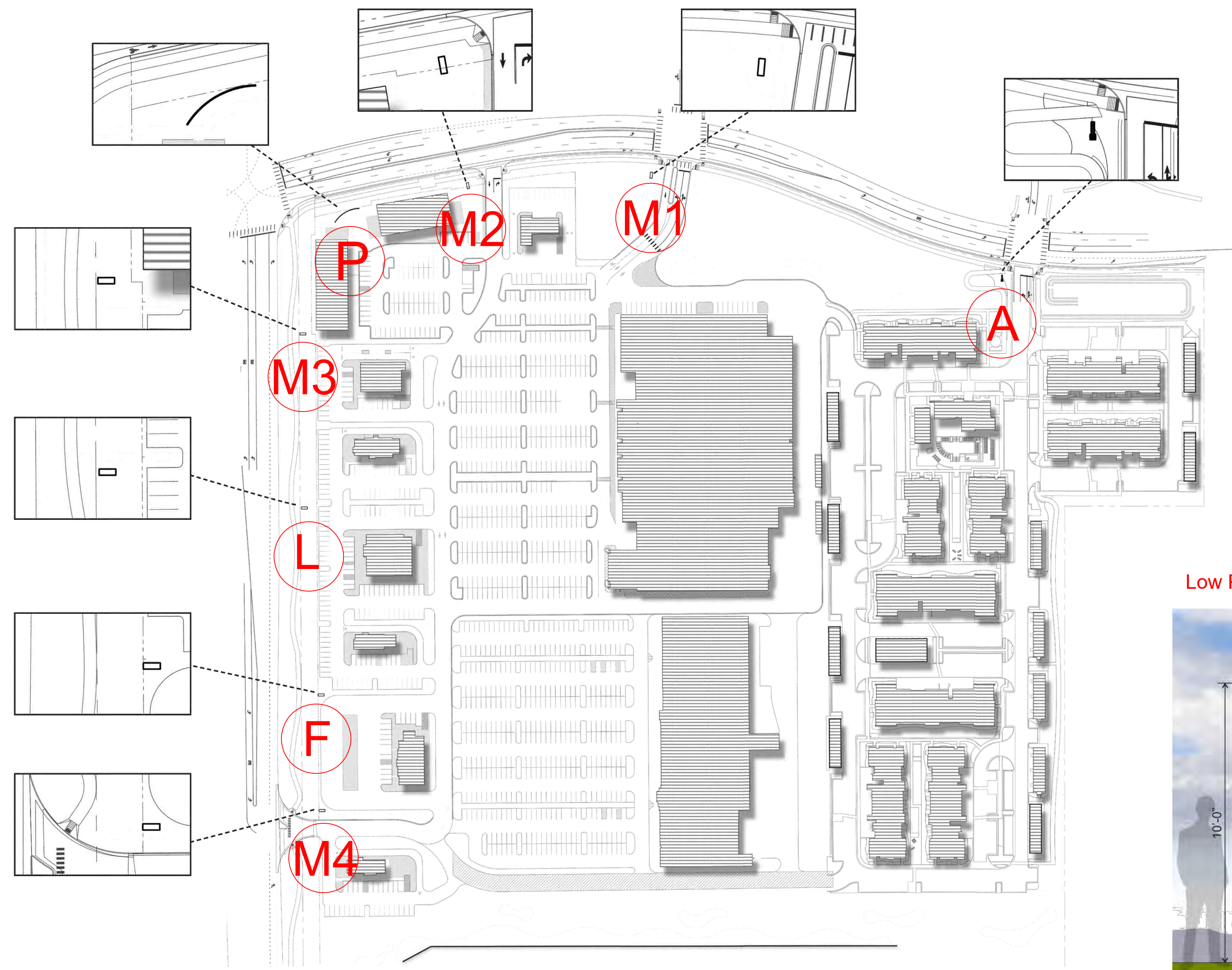
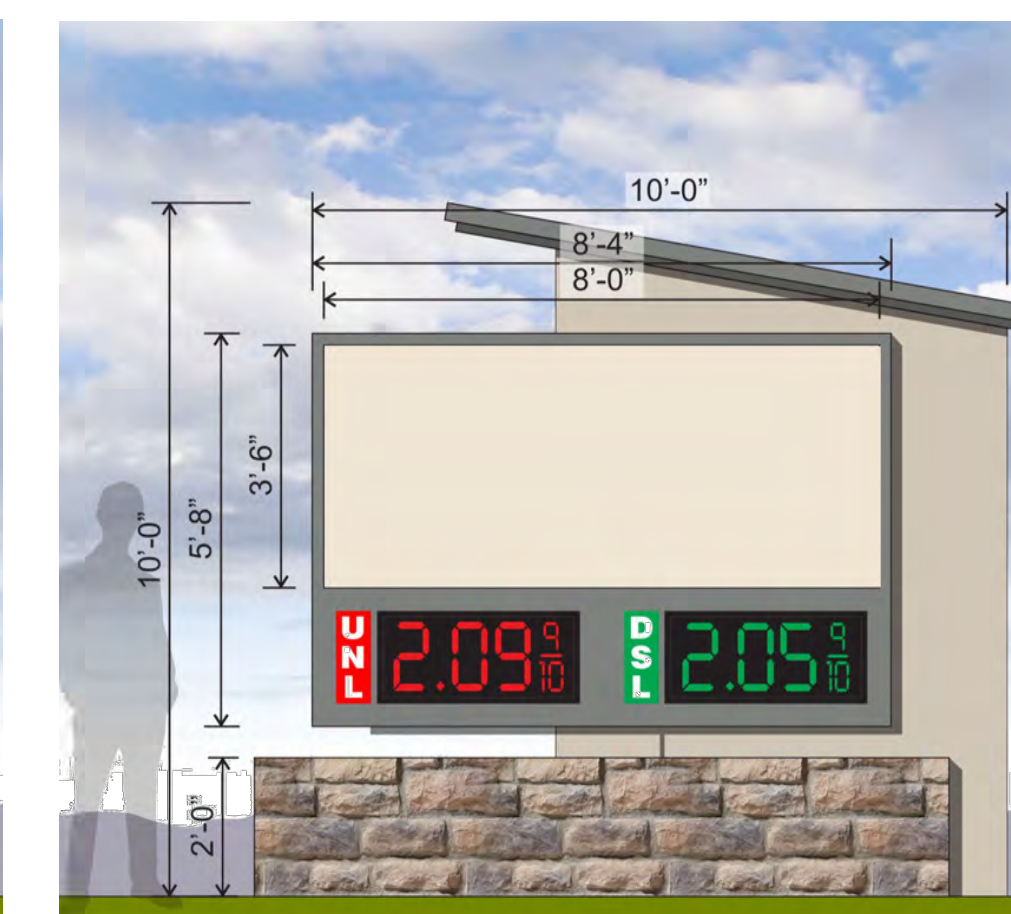
Low Profile Multi-Tenant Monument Sign (L)



Apartment Monument Sign (A)

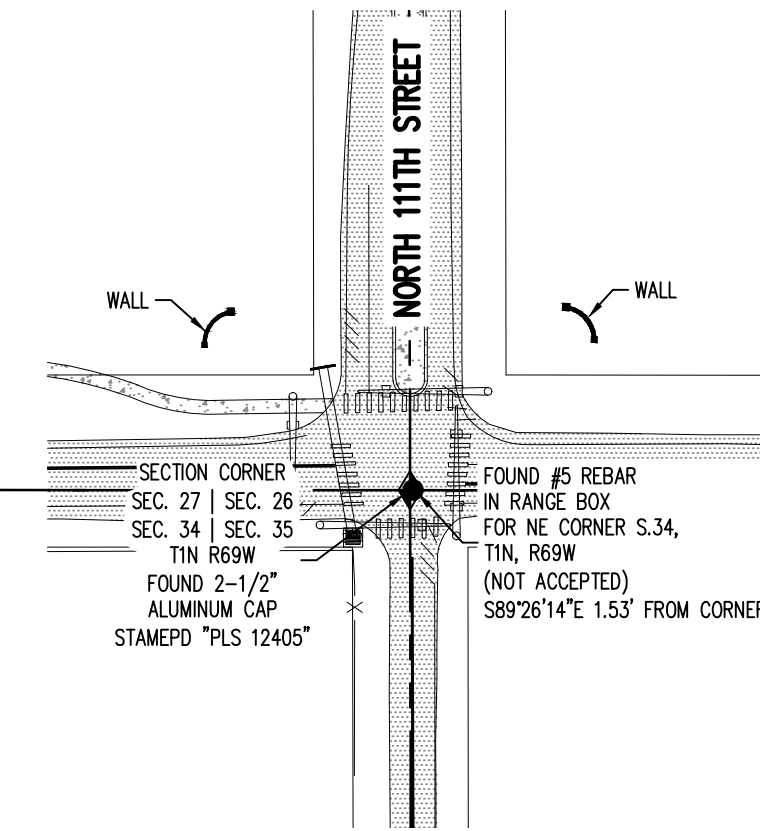
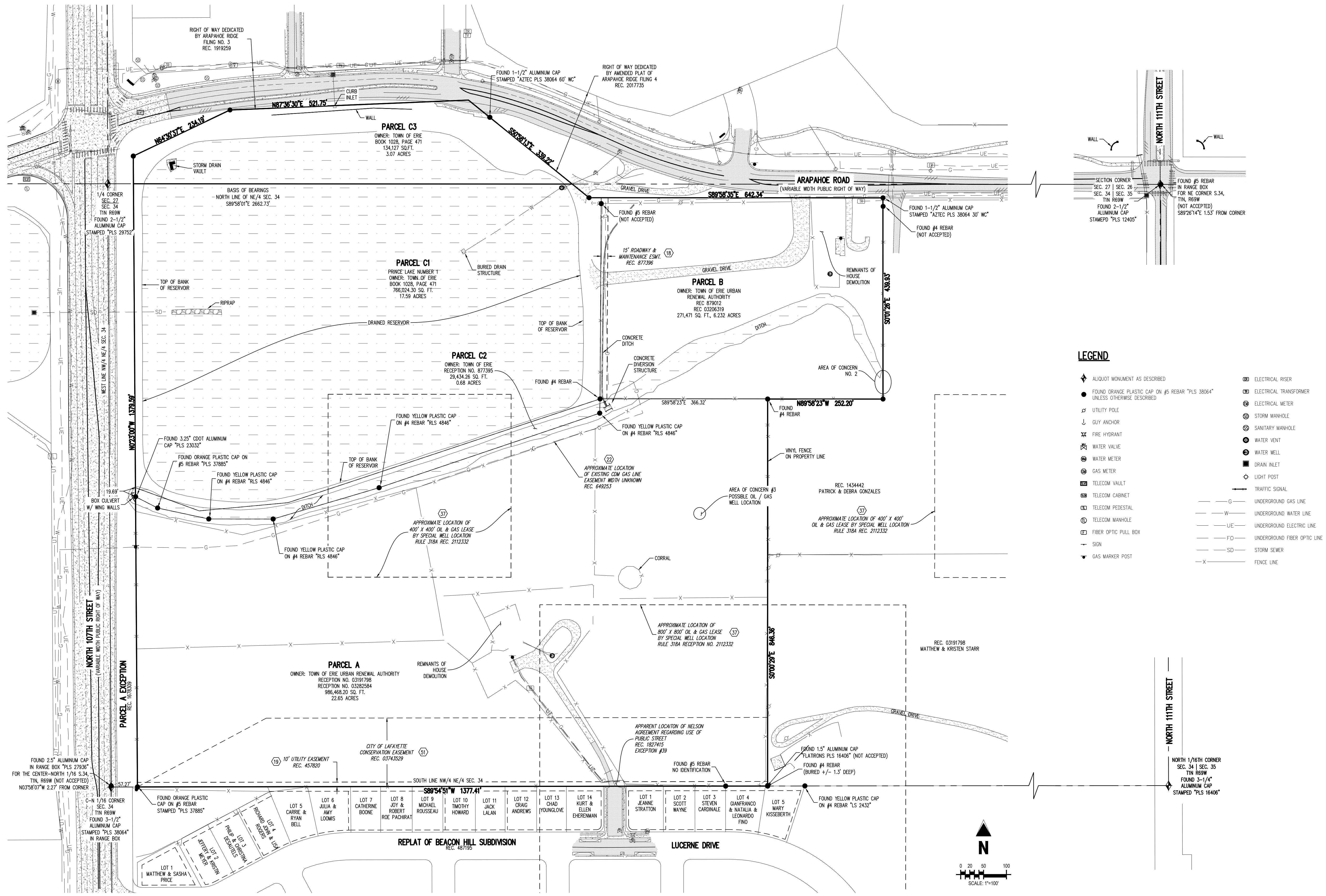


Fuel Monument Sign (F)



ALTANSPTS LAND TITLE SURVEY

PORTION OF THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 1 NORTH, RANGE 69 WEST AND THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.



LEGEND

◆ ALIQUOT MONUMENT AS DESCRIBED	⊞ ELECTRICAL RISER
● FOUND ORANGE PLASTIC CAP ON #5 REBAR "PLS 38064" UNLESS OTHERWISE DESCRIBED	⊞ ELECTRICAL TRANSFORMER
⊞ UTILITY POLE	⊞ ELECTRICAL METER
⊞ GUY ANCHOR	⊞ STORM MANHOLE
⊞ FIRE HYDRANT	⊞ SANITARY MANHOLE
⊞ WATER VALVE	⊞ WATER VENT
⊞ WATER METER	⊞ WATER WELL
⊞ GAS METER	⊞ DRAIN INLET
⊞ TELECOM VAULT	⊞ LIGHT POST
⊞ TELECOM CABINET	⊞ TRAFFIC SIGNAL
⊞ TELECOM PEDESTAL	— G — UNDERGROUND GAS LINE
⊞ TELECOM MANHOLE	— W — UNDERGROUND WATER LINE
⊞ FIBER OPTIC PULL BOX	— E — UNDERGROUND ELECTRIC LINE
⊞ SIGN	— FO — UNDERGROUND FIBER OPTIC LINE
⊞ GAS MARKER POST	— SD — STORM SEWER
	— X — FENCE LINE

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ALTANSPTS LAND TITLE SURVEY

PORTION OF THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 1 NORTH, RANGE 69 WEST AND THE SOUTHEAST QUARTER OF SECTION
27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.

#	Date	Issue / Description	Init.
1	10.15.19	UPDATED TITLE	EMV
2	11.15.19	UPDATED TITLE	EMV

Project No.: ED000018.11
Drawn By: EMV
Checked By: BJD
Date: 10/09/2019
Disk File:



Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABZ70471321-16**

Date: **01/27/2020**

Property Address: **VACANT LAND AT HWY 287 AND ARAPAHOE, ERIE, CO 80516**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Colin Snody
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6234 (Work)
(303) 393-3806 (Work Fax)
csnody@ltgc.com
Contact License: CO271428
Company License: CO44565

Closer's Assistant

Nathaniel Bukowski
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6221 (Work)
(303) 393-3886 (Work Fax)
nbukowski@ltgc.com
Company License: CO44565

For Title Assistance

KIM ZIMMERMAN
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(720) 406-2083 (Work)
(303) 393-4919 (Work Fax)
kzimmerman@ltgc.com

EVERGREEN DEVCO
Attention: TYLER CARLSON
1873 S BELLAIRE ST. #1106
DENVER, CO 80222
(303) 757-0462 (Work)
tcarlson@evgre.com
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC
Attention: JUDITH CLOUTIER
410 17TH ST 22ND FL
DENVER, CO 80202
(970) 221-6275 (Cell)
(303) 223-1100 (Work)
(303) 223-1111 (Work Fax)
jcloutier@bhfs.com
Delivered via: Electronic Mail

EVERGREEN DEVELOPMENT
Attention: DEREK LIS
1873 S. BELLAIRE ST., SUITE 1200
Denver, CO 80222
(602) 808-8600 (Work)
dllis@evgre.com
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC
Attention: CATHERINE A HILDRETH
410 17TH ST 22ND FL
DENVER, CO 80202
(303) 253-4044 (Cell)
(303) 223-1263 (Work)
(303) 223-1111 (Work Fax)
childreth@bhfs.com
Delivered via: Electronic Mail

EVERGREEN DEVELOPMENT
Attention: LAURA ORTIZ
1873 S. BELLAIRE ST., #1106
Denver, CO 80222
lortiz@evgre.com
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC
Attention: JEAN HARRISON
410 17TH ST 22ND FL
DENVER, CO 80202
(303) 223-1100 (Work)
jharrison@bhfs.com
Delivered via: Electronic Mail

TOWN OF ERIE
Attention: MALCOLM FLEMING
mfleming@erieco.gov
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: MINDY HUMPHREY
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 618-6569 (Cell)
(303) 331-6274 (Work)
(303) 393-4912 (Work Fax)
mhumphrey@ltgc.com
Delivered via: Electronic Mail

DAVIS GRAHAM & STUBBS
Attention: J CHRISTOPHER KINSMAN
1550 17TH ST #500
DENVER, CO 80202
(720) 299-6585 (Cell)
(303) 892-7311 (Work)
(303) 893-1379 (Work Fax)
chris.kinsman@dgsllaw.com

JUMPS LAW LLC
Attention: STEPHANIE M REED
2579 W MAIN ST #201
LITTLETON, CO 80120
(303) 586-4219 (Work)
(720) 643-2997 (Work Fax)
sreed@jumpsllaw.com
Delivered via: Electronic Mail

DAVIS GRAHAM & STUBBS
Attention: TIM CANNON
1550 17TH ST #500
Denver, CO 80202
(303) 892-7428 (Work)
tim.canon@dgsllaw.com
Delivered via: Electronic Mail

JUMPS LAW LLC
Attention: BRIAN JUMPS
2579 W MAIN ST #201
LITTLETON, CO 80120
(303) 586-1855 (Work)
(720) 643-2997 (Work Fax)
bjumps@jumpsllaw.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABZ70471321-16**

Date: **01/27/2020**

Property Address: **VACANT LAND AT HWY 287 AND ARAPAHOE, ERIE, CO 80516**

Parties: **EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION**

**TOWN OF ERIE URBAN RENEWAL AUTHORITY, AS TO PARCELS A AND B
THE TOWN OF ERIE, WELD COUNTY, STATE OF COLORADO, A MUNICIPAL
CORPORATION, AS TO PARCEL C**

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees

"ALTA" Owner's Policy 06-17-06	\$8,152.00
Endorsement ALTA 35.3-06	\$1,000.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate 4 tax accounts for 2018	\$104.00
	Total \$9,356.00

If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.

Thank you for your order!

Chain of Title Documents:

[Boulder county recorded 11/02/1956 at book 1028 page 471](#)

[Boulder county recorded 04/29/1968 under reception no. 877395](#)

[Boulder county recorded 01/17/2012 under reception no. 3196450](#)

[Boulder county recorded 03/01/2012 under reception no. 3206319](#)

[Boulder county recorded 01/16/2013 under reception no. 3282584](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABZ70471321-16

Property Address:

VACANT LAND AT HWY 287 AND ARAPAHOE, ERIE, CO 80516

1. Effective Date:

01/22/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$10,000,000.00

Proposed Insured:

EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION

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

A FEE SIMPLE

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

TOWN OF ERIE URBAN RENEWAL AUTHORITY, AS TO PARCELS A AND B

THE TOWN OF ERIE, WELD COUNTY, STATE OF COLORADO, A MUNICIPAL CORPORATION, AS TO
PARCEL C

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

PARCEL A:

PART OF THE NORTH HALF NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69
WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF NORTHEAST QUARTER FROM
WHENCE THE NORTHWEST CORNER OF SAID NORTH HALF NORTHEAST QUARTER BEARS NORTH
00°04'00" EAST; THENCE SOUTH 89°48'30" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF
NORTHEAST QUARTER, A DISTANCE OF 1434.83 FEET; THENCE NORTH 00°14'20" EAST, 845.98 FEET
TO THE SOUTH LINE OF THAT PROPERTY CONVEYED BY FLOYD E. HARRIS AND NEVADIA HARRIS TO
LEONARD L. LANHAM AND NINA E. LANHAM, RECORDED MAY 15, 1968 ON FILM 635 AT RECEPTION NO.
[879012](#); THENCE NORTH 89°41'50" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 366.57 FEET TO A
POINT ON THE EAST LINE OF THAT PROPERTY CONVEYED BY DEED FROM FLOYD EUGENE HARRIS
AND NEVADIA HARRIS TO THE TOWN OF ERIE, A MUNICIPAL CORPORATION, RECORDED APRIL 29,
1968 IN FILM 633 AT RECEPTION NO. [877395](#); THENCE SOUTH 00°58'00" WEST ALONG SAID EAST LINE,
31.12 FEET TO THE CENTERLINE OF THE SOUTH BOULDER CANYON IRRIGATION DITCH; THENCE
TRAVERSING ALONG THE CENTERLINE OF SAID DITCH AND THE SOUTH LINE OF PROPERTY
DESCRIBED ON FILM 633 AT RECEPTION NO. [877395](#), THE FOLLOWING COURSES AND DISTANCES:
SOUTH 71°36'00" WEST, 508.65 FEET;
THENCE SOUTH 73°48'00" WEST, 241.52 FEET;
THENCE NORTH 89°40'00" WEST, 140.82 FEET;
THENCE NORTH 77°42'00" WEST, 114.23 FEET;
THENCE NORTH 62°24'00" WEST, 118.52 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF
NORTHEAST QUARTER OF SAID SECTION 34;
SAID POINT BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED ON FILM 633 AT
RECEPTION NO. [877395](#); THENCE SOUTH 00°04'00" WEST ALONG SAID WEST LINE OF THE NORTH
HALF NORTHEAST QUARTER, A DISTANCE OF 675.12 FEET TO THE TRUE POINT OF BEGINNING,

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EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED RECORDED APRIL 15, 1983 AT RECEPTION NO. 543786, AND IN DEED RECORDED FEBRUARY 20, 1997 ON FILM NO. 2187 AT RECEPTION NO. 1678309,
COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4, 20 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°41'50" WEST ALONG SAID NORTH LINE, 230.64 FEET; THENCE SOUTH 00°58' WEST, 469.96 FEET; THENCE SOUTH 89°41'50" EAST, 618.52; THENCE NORTH 00°14'20" EAST, 469.93 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 89°41'50" WEST, ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF BOULDER BY THE DEED RECORDED NOVEMBER 29, 1913 IN BOOK 381 AT PAGE 127,

COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL C:

PARCEL I:

A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 0°09' WEST 642.7 FEET; THENCE SOUTH 69°45' EAST 211.4 FEET; THENCE NORTH 85° EAST 195 FEET; THENCE NORTH 71°53' EAST 718 FEET; THENCE NORTH 24°20' EAST 539 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION, 20 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE OF SAID SECTION TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF BOULDER BY THE DEED RECORDED NOVEMBER 29, 1913 IN BOOK 381 AT PAGE 127;
AND EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED APRIL 29, 1968 UNDER RECEPTION NO. 877396;

AND EXCEPT THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY THE DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. 532304;

AND EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY THE DEED RECORDED JANUARY 2, 1998 UNDER RECEPTION NO. 1759789.

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PARCEL II:

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE SOUTH 0°09' WEST, 642.7 FEET; THENCE SOUTH 69°45' EAST, 2.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, THE TRUE POINT OF BEGINNING; THENCE SOUTH 69°45' EAST, 208.81 FEET; THENCE NORTH 85°0' EAST, 195.00 FEET; THENCE NORTH 71°53' EAST, 718.00 FEET; THENCE SOUTH 0°58' WEST, 31.12 FEET TO A POINT ON THE CENTERLINE OF THE SOUTH BOULDER CANYON DITCH; THENCE WESTERLY, ALONG THE SAID DITCH CENTERLINE AS FOLLOWS: SOUTH 71°36' WEST, 508.65 FEET; SOUTH 73°48' WEST, 241.52 FEET; NORTH 89°40' WEST, 140.82 FEET; NORTH 77°42' WEST, 114.23 FEET; NORTH 62°24' WEST, 118.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 0°04' WEST, ALONG THE SAID WEST LINE OF THE NORTHEAST QUARTER, 11.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS DIVISION OF HIGHWAYS, STATE OF COLORADO BY DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. [532304](#).

PARCEL III:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, LYING SOUTH OF THE COUNTY ROAD AS DESCRIBED IN DEED RECORDED NOVEMBER 29, 1913 IN BOOK 381 AT PAGE [127](#);

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY THE DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. [532304](#).

NOTE: THE FINAL POLICY DOES NOT IN ANY WAY GUARANTEE OR INSURE THE DIMENSIONS OF THE ABOVE DESCRIBED LAND, THE LEGAL DESCRIPTION IS DERIVED FROM THE CHAIN OF TITLE AND ONLY AN ACCURATE SURVEY CAN DETERMINE THE DIMENSIONS.

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B-1

(Requirements)

Order Number: [ABZ70471321-16](#)

The following are the requirements to be complied with:

PAYMENT TO OR FOR THE ACCOUNT OF THE GRANTORS OR MORTGAGORS OF THE FULL CONSIDERATION FOR THE ESTATE OR INTEREST TO BE INSURED.

PROPER INSTRUMENT(S) CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE EXECUTED AND DULY FILED FOR RECORD, TO-WIT:

1. ORDINANCE AUTHORIZING THE SALE OF SUBJECT PROPERTY AND THE EXECUTION OF NECESSARY DOCUMENTS BY THE TOWN OF ERIE AND TOWN OF ERIE URBAN RENEWAL AUTHORITY.
2. WARRANTY DEED FROM TOWN OF ERIE URBAN RENEWAL AUTHORITY AND THE TOWN OF ERIE TO EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION CONVEYING SUBJECT PROPERTY.
3. ORDER OF DISMISSAL ISSUED BY THE CLERK OF THE DISTRICT COURT IN AND FOR THE COUNTY OF BOULDER OF CIVIL ACTION NO. 2016CV30791 ENTITLED THE CITY OF LAFAYETTE, PLAINTIFF (S), VS. TOWN OF ERIE URBAN RENEWAL AUTHORITY ET AL., DEFENDANT (S). NOTICE OF LIS PENDENS RECORDED JULY 19, 2016, UNDER RECEPTION NO. [03531289](#).
4. PROVIDE THIS COMPANY WITH A FINAL COPY OF THE NINE MILE CORNER SITE PLAN APPROVED BY THE TOWN OF ERIE.

2 PAGES OF A DRAFT COPY OF SAID SITE PLAN DATED MARCH 3, 2017 HAS BEEN RECEIVED.

NOTE: REQUIREMENT IS NECESSARY TO ISSUE THE ALTA 35.3 ENDORSEMENT AS TO EXCEPTIONS 8,10,11,12 AND 13. ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE MADE AFTER THE REVIEW OF SAID PLAN.

5. FOR CONSIDERATION OF ANY ENDORSEMENT COVERING ANY OIL AND GAS MINERAL RESERVATIONS OR OIL AND GAS LEASES, THE COMPANY AND ITS UNDERWRITER REQUIRES (1) DULY EXECUTED AND ACKNOWLEDGED RELINQUISHMENTS, TERMINATIONS, AND/OR SURFACE USE WAIVER AGREEMENTS, SPECIFIC TO THE SUBJECT PROPERTY, BY ALL CURRENT OWNERS OF SAID MINERAL INTERESTS OR LEASE INTERESTS.

NOTE: SATISFACTORY MINERAL INTEREST REPORT BY J.L. OBOURN, JR & CO. DATED DECEMBER 1, 2107 HAS BEEN RECEIVED BY THE COMPANY.

NOTE: THE COMPANY AND ITS UNDERWRITER RESERVE THE RIGHT TO ADD ADDITIONAL REQUIREMENTS OR EXCEPTIONS UPON REVIEW OF SAID DOCUMENTATION.

NOTE: THE ABOVE REQUIREMENT IS NECESSARY TO CONSIDER COVERAGE FOR ANY OF THE FOLLOWING EXCEPTIONS: 14, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37 AND 44. NOTICE REQUIREMENTS IN EXCEPTIONS 40, 41 AND 42 ARE NOT MINERAL INTERESTS AND WILL REMAIN ON TITLE.

6. RECORD TERMINATION OF DEED RESERVATION, BY THE TOWN OF ERIE, FOR THAT EASEMENT RESERVED IN DEED RECORDED APRIL 29, 1968 UNDER RECEPTION NO. [877396](#).

NOTE: SAID REQUIREMENT IS NECESSARY FOR DELETION OF EXCEPTION #18. AN ACCEPTABLE DRAFT COPY HAS BEEN PROVIDED TO THE COMPANY.

7. (THIS ITEM WAS INTENTIONALLY DELETED)

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(Requirements)

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The following are the requirements to be complied with:

8. PROVIDE A CERTIFIED RENT ROLL FOR SUBJECT PROPERTY, OR, IN THE ALTERNATIVE, PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING UNRECORDED LEASES OR TENANCIES ON SUBJECT PROPERTY. SAID REQUIREMENT IS NECESSARY TO EITHER MODIFY OR DELETE EXCEPTION NO. 47.
9. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A FINAL SIGNED/STAMPED ALTA/NSPS LAND TITLE SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

NOTE: SURVEY BY GALLOWAY DATED DECEMBER 9, 2016, PROJECT NO. ED1000018 IS INCOMPLETE AS TO THE LEGAL DESCRIPTIONS AND AS TO MEASUREMENTS BETWEEN THE PARCELS HEREIN. IN ADDITION THE COMPANY HAS BEEN PROVIDED WITH 2 DIFFERENT VERSIONS OF "SHEET 2 OF 2".

NOTE: A QUIT CLAIM DEED FROM THE TOWN OF ERIE TO THE TOWN OF ERIE URBAN RENEWAL AUTHORITY RECORDED NOVEMBER 15, 2019 UNDER RECEPTION NO. [03749141](#) CONVEYING 2 PARCELS OF LAND THAT WERE LOCATED IN THE ARAPAHOE ROAD ROW. IF SAID LAND IS TO BE INCLUDED IN THE SUBJECT PROPERTY, INFORM THE THE COMPANY SO IT CAN BE ADDED TO THE TITLE WORK AND THE SURVEY.

WE WILL REQUIRE THE SURVEYOR TO CONFIRM THE LOCATION OF THESE PARCELS IN RELATION TO THE LAND CONVEYED TO CDOT IN DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. [532304](#) TO SEE IF CDOT NEEDS TO DIVEST ANY INTEREST IN THE NEW LAND.

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(Requirements)

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The following are the requirements to be complied with:

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF.

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF TOWN OF ERIE URBAN RENEWAL AUTHORITY, AS TO PARCELS A AND B THE TOWN OF ERIE, WELD COUNTY, STATE OF COLORADO, A MUNICIPAL CORPORATION, AS TO PARCEL C.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF CURRENT TAXES DUE TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR OF CLOSING AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

NOTE: ITEM NOS. 7(A) AND 7(B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

TAX ACCOUNT INFORMATION:

FOR 2018: R0606745; R0606746; R0084551; R0021598

FOR 2019: R0606745; R0606746; R0611670; R0611671; R0611672; R0611673

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

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Schedule B-2

(Exceptions)

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

1. **ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.**
2. **EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.**
3. **ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.**
4. **ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.**
5. **DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE OF THE PROPOSED INSURED ACQUIRES OF RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.**
6. **(A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.**
7. **(A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.**
8. **ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND HEREIN DESCRIBED, ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF THE COAL FROM THE SAME, AS RESERVED UNTO THE UNION PACIFIC RAILWAY COMPANY IN THE DEED RECORDED JUNE 11, 1891 IN BOOK 138 AT PAGE [469](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.**
(AFFECTS PARCEL C (III))
9. (THIS ITEM WAS INTENTIONALLY DELETED)
10. **ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND, AND THE EXCLUSIVE RIGHT TO PROSPECT, SINK SHAFT OR SHAFTS AND MINE FOR THE SAME; ALSO RESERVING SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINE THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF COAL FROM THE SAME, AS RESERVED UNTO THE COLORADO MORTGAGE AND INVESTMENT CO., LTD., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF GREAT BRITAIN AND IRELAND; ANDREW WHITTON; JAMES GUTHRIE; AND ALEXANDER GOURLAY IN THE DEED RECORDED OCTOBER 18, 1901 IN BOOK 249 AT PAGE [209](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.**

NOTE: MINERAL DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE [299](#).

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(Exceptions)

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

NOTE: MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 566 AT PAGE [360](#).

(AFFECTS PARCELS A AND B)

11. ALL COAL OR OTHER MINERALS THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND; AND THE EXCLUSIVE RIGHT TO PROSPECT, SINK SHAFT OR SHAFTS, AND MINE FOR THE SAME, AS RESERVED UNTO THE COLORADO MORTGAGE & INVESTMENT COMPANY, LIMITED, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF GREAT BRITAIN AND IRELAND; ANDREW WHITTON; JAMES GUTHRIE; AND ALEXANDER GOURLEY IN THE DEED RECORDED JANUARY 21, 1904 IN BOOK 251 AT PAGE [460](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

(AFFECTS PARCELS B AND C(I))

12. AN UNDIVIDED ONE-HALF INTEREST IN THE COAL AND OTHER MINERALS LYING UNDERNEATH THE SURFACE OF THE LAND AS CONVEYED TO GEORGE MURRAY, EDWARD E. HOLMES AND ALFRED N. GOSSETT BY THE DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE [299](#).

(AFFECTS PARCELS A, B AND C(II))

13. ALL COAL AND OTHER MINERALS UNDERNEATH THE SURFACE OF THE LAND, AND THE EXCLUSIVE RIGHT TO PROSPECT, SINK SHAFT OR SHAFTS, AND MINE FOR THE SAME; ALSO RESERVING SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL OR OTHER MINE OR MINES THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF THE PRODUCTS THEREFROM, AND FOR SUCH SURFACE AREA SO REQUIRED, AS RESERVED UNTO THE COLORADO MORTGAGE AND INVESTMENT COMPANY, LIMITED, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF GREAT BRITAIN AND IRELAND; ANDREW WHITTON; JAMES GUTHRIE; AND ALEXANDER GOURLAY IN THE DEED RECORDED JANUARY 15, 1910 IN BOOK 340 AT PAGE [259](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

(AFFECTS A, B AND C(II))

14. AN UNDIVIDED 2½% INTEREST IN AND TO ALL THE OIL AND GAS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS CONVEYED TO ROY R. CARPENTER BY THE DEED RECORDED JULY 22, 1924 IN BOOK 511 AT PAGE [168](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

(AFFECTS ALL PARCELS)

15. (THIS ITEM WAS INTENTIONALLY DELETED)

16. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF SOUTH BOULDER CANYON DITCH, SAID DITCH BEING REFERRED TO IN THE LEGAL DESCRIPTION CONTAINED IN DEED RECORDED APRIL 29, 1968 UNDER RECEPTION NO. [877395](#) AND DEED RECORDED MAY 21, 1969 UNDER RECEPTION NO. [913694](#).

(AFFECTS PARCELS A, AND C(II))

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(Exceptions)

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

17. ANY CHANGES IN AREA DUE TO THE RELOCATION OR MOVEMENT OF SOUTH BOULDER CANYON DITCH, SAID DITCH BEING DESCRIBED IN THE LEGAL DESCRIPTION CONTAINED IN DEED RECORDED APRIL 29, 1968 UNDER RECEPTION NO. 877395 AND DEED RECORDED MAY 21, 1969 UNDER RECEPTION NO. 913694.

(AFFECTS PARCELS A AND C(II))

18. AN EASEMENT FOR ROADWAY AND FOR THE MAINTENANCE AND REPAIR OF RESERVOIR, AS RESERVED UNTO THE TOWN OF ERIE IN THE DEED RECORDED APRIL 29, 1968 UNDER RECEPTION NO. 877396.

NOTE: THE ABOVE EXCEPTION WILL BE DELETED UPON RECORDATION OF A RELEASE OR TERMINATION AS SET FORTH IN THE REQUIREMENT #6 HEREIN.

(AFFECTS PARCEL B)

19. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR NATURAL GAS FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 04, 1981, UNDER RECEPTION NO. 457820.

(AFFECTS PARCEL A)

20. (THIS ITEM WAS INTENTIONALLY DELETED)

21. (THIS ITEM WAS INTENTIONALLY DELETED)

22. RIGHT OF WAY EASEMENT FOR PIPELINE, AND INCIDENTAL PURPOSES, AS GRANTED TO CDM PIPELINE COMPANY, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED JULY 16, 1984 UNDER RECEPTION NO. 634026, AND CORRECTION AND AMENDMENT OF PIPELINE RIGHT-OF-WAY GRANT RECORDED OCTOBER 15, 1984 UNDER RECEPTION NO. 652036.

PIPELINE SURVEY MAP RECORDED SEPTEMBER 28, 1984 UNDER RECEPTION NO. 649253.

(AFFECTS PARCEL A)

23. (ITEM INTENTIONALLY DELETED)

24. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LONGMONT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 29, 1985, UNDER RECEPTION NO. 685397 AND MODIFIED ORDER OF INCLUSION RECORDED SEPTEMBER 3, 1985 UNDER RECEPTION NO. 710155.

(AFFECTS ALL PARCELS)

25. (THIS ITEM WAS INTENTIONALLY DELETED)

26. OIL AND GAS LEASE BETWEEN ROY N. AUSTIN, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED MAY 06, 1985 UNDER RECEPTION NO. 686626, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. 702639.
REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.

(AFFECTS ALL PARCELS)

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(Exceptions)

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

27. OIL AND GAS LEASE BETWEEN JANE KUEHNER, MARY F. DEHAAN, MICHAEL R. SHELTON, MARK L. SHELTON, BRUCE D. CARPENTER, JEAN K. CARPENTER, GLENN C. CARPENTER AND SARAH A. CARPENTER, LESSORS, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703693](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: RATIFICATIONS OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NOS. [766084](#), [766085](#) AND [766086](#).

(AFFECTS ALL PARCELS)
28. OIL AND GAS LEASE BETWEEN CLAUDE JONES AND ALINE JONES, LESSORS, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703694](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

(AFFECTS ALL PARCELS)
29. (THIS ITEM WAS INTENTIONALLY DELETED)
30. OIL AND GAS LEASE BETWEEN WINNIFRED H. EWALT, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED OCTOBER 08, 1985 UNDER RECEPTION NO. [717948](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: RATIFICATION OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766083](#).

(AFFECTS ALL PARCELS)
31. OIL AND GAS LEASE BETWEEN JAY P. WALKER, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED JULY 09, 1986 UNDER RECEPTION NO. [772253](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS ALL PARCELS)
32. MINERAL DEED RECORDED MARCH 5, 1992 UNDER RECEPTION NO. [1165768](#).

(AFFECTS SE 1/4 OF SECTION 27 AND THE N 1/2 OF THE NE 1/4 OF SECTION 34)
33. OIL AND GAS LEASE BETWEEN PAUL K. LASNIK, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. [1168168](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS ALL PARCELS)
34. OIL AND GAS LEASE BETWEEN HELEN M. MASTRIONA AND FRANK M. MASTRIONA, LESSORS, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. [1169721](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B-2

(Exceptions)

Order Number: [ABZ70471321-16](#)

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

(AFFECTS ALL PARCELS)

35. OIL AND GAS LEASE BETWEEN DOROTHY J. BLACKBURN AND JOSEPH BLACKBURN, LESSORS, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. [1169722](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS ALL PARCELS)

36. OIL AND GAS LEASE BETWEEN DOLORES T. FORBIS AND DERL D. FORBIS, LESSORS, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 30, 1992 UNDER RECEPTION NO. [1171195](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS ALL PARCELS)

37. OIL AND GAS LEASE BETWEEN MARTIN EXPLORATION MANAGEMENT COMPANY, LESSOR, AND BASIN EXPLORATION INCORPORATED, LESSEE, RECORDED NOVEMBER 08, 1993 UNDER RECEPTION NO. [1358710](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE IN CONNECTION WITH THE ABOVE LEASE RECORDED JANUARY 23, 2001 UNDER RECEPTION NO. [2112332](#).

(AFFECTS ALL PARCELS)

38. RESOLUTION #94-25, PERTAINING TO ANNEXATION, RECORDED NOVEMBER 9, 1994 UNDER RECEPTION NO. [1477392](#) AND MAP IN CONNECTION THEREWITH RECORDED NOVEMBER 9, 1994 UNDER RECEPTION NO. [1477393](#).

(AFFECTS PARCEL C (I, II & III) AND A PORTION OF PARCEL B)

39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NELSON AGREEMENT REGARDING USE OF PUBLIC STREET RECORDED JULY 24, 1998 UNDER RECEPTION NO. [1827415](#).

(AFFECTS PARCEL A)

40. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 17, 2002 UNDER RECEPTION NO. [2288464](#).

(AFFECTS PARCEL C(III))

41. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 23, 2007 UNDER RECEPTION NO. [2890878](#).

(AFFECTS PARCEL C(III))

42. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 21, 2007 UNDER RECEPTION NO. [2900941](#).

(AFFECTS PARCEL C(III))

43. (THIS ITEM WAS INTENTIONALLY DELETED)

44. OIL AND GAS LEASE BETWEEN NOBLE ENERGY, INC., A DELAWARE CORPORATION AND EXTRACTION OIL & GAS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 11, 2015 UNDER RECEPTION NO. [3432573](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B-2

(Exceptions)

Order Number: ABZ70471321-16

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

(AFFECTS PARCEL C (III))

45. RESOLUTION #05-2015, PERTAINING TO ANNEXATION, RECORDED APRIL 21, 2015 UNDER RECEPTION NO. 3440934 AND MAP IN CONNECTION THEREWITH RECORDED APRIL 21, 2015 UNDER RECEPTION NO. 3440932.

46. RESOLUTION #06-2015, PERTAINING TO ZONING, RECORDED APRIL 21, 2015 UNDER RECEPTION NO. 3440935 AND MAP IN CONNECTION THEREWITH RECORDED APRIL 21, 2015 UNDER RECEPTION NO. 3440933.

(ITEMS 45-46 AFFECT PARCEL A AND A PORTION OF PARCEL B)

47. EXISTING UNRECORDED LEASES AND TENANCIES, IF ANY.

48. ANY AND ALL RIGHTS OF THE BOULDER CANYON DITCH COMPANY RELATING TO BOULDER CANYON DITCH, WHICH TRAVERSES PARCELS A, B AND C-II OF SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCH, APPROXIMATE LOCATION OF WHICH DITCH IS DISCLOSED BY ALTA/NSPS LAND TITLE SURVEY BY GALLOWAY, DATED DECEMBER 9, 2016, LAST REVISED _____, JOB NO. ED1000018..

49. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY DATED DECEMBER 09, 2016, LAST REVISED _____, PREPARED BY GALLOWAY, JOB #ED1000018 SAID DOCUMENT STORED AS OUR ESI 33770381

A. FENCES ARE NOT ENTIRELY COINCIDENT WITH BOUNDARY LINES.

B. PORTION OF ARAPAHOE ROAD ENCROACHES ONTO PARCEL C-III OF SUBJECT PROPERTY.

C. WELL SITE MAY BE LOCATED OUTSIDE OF GRANTED OPERATION AREA.

D. GAS LINE TRAVERSES PARCELS A AND B WITHOUT BENEFIT OF A RECORDED EASEMENT.

50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN APPROVED NINE MILE CORNER PD-DEVELOPMENT PLAN RECORDED SEPTEMBER 26, 2017 UNDER RECEPTION NO. 03616633, AND ORDINANCE NO. 16-2017 IN CONNECTION THEREWITH RECORDED SEPTEMBER.26, 2017 UNDER RECEPTION NO. 03616632.

51. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF CONSERVATION EASEMENT IN GROSS RECORDED OCTOBER 18, 2019 UNDER RECEPTION NO. 03743529.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

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

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, 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 Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

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

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



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

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

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

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

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



Commitment to Insure ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota 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.

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 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Conditions and Stipulations

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 acquires 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 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 the 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 www.alta.org.

Standard Exceptions

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public records.
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 or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown 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 value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National 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 to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee
Company
3033 East First Avenue Suite
600
Denver, Colorado 80206
303-321-1880

President



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

Mark Bilbrey, President

Rande Yeager, Secretary