

**TOWN OF ERIE**

Community Development Department – Planning Division  
 645 Holbrook Street – PO Box 750 – Erie, CO 80516  
 Tel: 303.926.2770 – Fax: 303.926.2706 – Web: [www.erieco.gov](http://www.erieco.gov)

**LAND USE APPLICATION**

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

**STAFF USE ONLY**

FILE NAME: \_\_\_\_\_

FILE NO: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

FEES PAID: \_\_\_\_\_

**PROJECT/BUSINESS NAME:** Swink - Southern Land Company

**PROJECT ADDRESS:** TBD - generally west of County Road 7 and south of Erie Parkway

**PROJECT DESCRIPTION:** The Swink property is proposed to be a high quality residential addition to the Town of Erie, this proposal will include a significant amount of open space, parks, and a new school site for the benefit of the Town of Erie.

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

Subdivision Name: N/A

Filing #: \_\_\_\_\_ Lot #: \_\_\_\_\_ Block #: \_\_\_\_\_ Section: 36 Township: 1 North Range: 69 West

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

Name/Company: Erie Land Company, LLC

Contact Person: Heidi Majerik

Address: 1601 Blake Street, Suite 200

City/State/Zip: Denver, CO - 80202

Phone: 303-888-3866

Fax: \_\_\_\_\_

E-mail: heidi.majerik@southernland.com

**AUTHORIZED REPRESENTATIVE**

Company/Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

Fax: \_\_\_\_\_

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

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

Name/Company: Anadarko Petroleum Corp.

Address: 1099 18th Street, Suite 1800

City/State/Zip: Denver, CO - 80202

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

Name/Company: Anadarko Petroleum Corp.

Address: 1099 18th Street, Suite 1800

City/State/Zip: Denver, CO - 80202

**LAND-USE & SUMMARY INFORMATION**

Present Zoning: AG

Proposed Zoning: MDR &amp; LDR

Gross Acreage: 156.79 acres

Gross Site Density (du/ac): approximately 1.8 du/ac

# Lots/Units Proposed: 230-280 depending on product

Gross Floor Area: NA

**SERVICE PROVIDERS**

Electric: Public Service

Metro District: N/A at this time

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

Gas: Public Service

Fire District: Mountain View Fire

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

**PAGE TWO MUST BE SIGNED AND NOTARIZED**

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

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

STATE OF COLORADO )  
 ) ss.  
 County of \_\_\_\_\_ )  
 The foregoing instrument was acknowledged before  
 me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_.

My commission expires: \_\_\_\_\_  
 Witness my hand and official seal. \_\_\_\_\_  
 Notary Public

DEVELOPMENT REVIEW FEES			
<b>ANNEXATION</b>		<b>SUBDIVISION</b>	
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Owner: Heidi Majerik Date: 7/25/18  
 Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
 Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF COLORADO )  
 County of DENVER ) ss.  
 The foregoing instrument was acknowledged before  
 me this 25 day of JULY, 2018,  
 by HEIDI MAJERIC

My commission expires: \_\_\_\_\_  
 Witness my hand and official seal.  


Nancy Relihan  
 Notary Public

# SOUTHERN LAND COMPANY

## ANNEXATION LETTER OF REQUEST

Dear Town of Erie Board of Trustees,

It is an honor and a pleasure to share a new chapter in the growth of the Town of Erie with each of you.

Southern Land Company has a mission. To enrich and connect people through the meticulous creation of unique and beautiful environments. And to enhance quality of life through careful attention to detail and diversity in architecture and design. To always push for better.

Tough standards to live up to, sure. But a collaboration with the town of Erie can ensure this vision—and result in a remarkable, new place to live. Southern Land Company achieves its mission because we:

- Create distinctive settings where people want to live, work and shop
- Uphold stringent standards for community, residential and commercial development
- Enhance quality of life through careful attention to detail and diversity in architecture and design

As you know, it takes a vision to build a legacy. It takes a tremendous amount of dedication and commitment to create experiences and meaningful places that future generations will admire and enjoy. It takes a dedicated team, people like you, who are committed, invested, and curious about what happened yesterday, what happens today, and what will happen tomorrow. In your role as community leaders, you experience the impact of planning decisions every day.

PROPERTY ADDRESS: TBD –

To the Mayor and Board of Trustees, Town of Erie, Colorado, We, the undersigned, owners of all real property of the territory described herein, respectfully request that the Board of Trustees annex this territory to the Town of Erie, Colorado and extend the town boundaries to include same.



# **Annexation Impact Report**

**For**

***SWINK PROPERTY***

**Prepared for the County of *Boulder/Weld*,  
Colorado**

**Town of Erie  
645 Holbrook, PO Box 750  
Erie, Colorado 80516**

***OCTOBER, 2018***

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- Exhibit B1    Water System Master Plan**
- Exhibit B2    Waste Water System Master Plan**
- Exhibit C1    2015 Comprehensive Land Use Plan Map**
- Exhibit C2    Zoning Map**

## **Introduction**

This impact report is provided to Boulder/Weld County pursuant to C.R.S. 31-12-108.5.

The Town of Erie, Colorado, has received annexation petitions for approximately 156.78 acres located within Boulder/Weld County, owned by: Erie Land Company, LLC.

The subject properties are located north of Weld County Road 6, west of Weld County Road 7, south of Erie Parkway, east of Weld County Road 5 and are generally described as the portions of Section 21, Township 1 North, Range 68 West of the 6<sup>th</sup> Principal Meridian.

The property is proposed for zoning as MR – Medium Density Residential, LR – Low-Density Residential and Parks & Open Space under Title 10 of the Town of Erie Municipal Code. Per the concept plan for the subject properties, it is anticipated that approximately two-hundred fifty-one (251) residential dwelling units to be constructed within the area to be annexed.

On xx, 20xx, the Town of Erie will hold a public hearing to consider this annexation.

## **I. Annexation Maps**

The subject property is depicted on the Annexation Maps, Exhibit A, attached.

Also shown on Exhibit A, pursuant to C.R.S. 31-12-108.5 is the following:

The present and proposed boundaries of the municipality in the vicinity of the proposed annexations.

Shown on Exhibits B1 and B2 are the following:

The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexations.

Shown on Exhibit C1 and C2, attached hereto, are the following:

The 2015 Comprehensive Plan-Land Use Plan Map showing existing and proposed land use patterns in the vicinity of the properties to be annexed; and the current Zoning Map showing existing zoning in the vicinity of the properties to be annexed.

## **II. Utilities/Municipal Services**

## **1. Water and Wastewater**

The property will require the extension of potable and non-potable water services into the site. There are existing Town of Erie water services located north and west of the property proposed for annexation. It will be the responsibility of the developer to extend Town water services into the property proposed for annexation though we understand there may be some cost sharing for the non-potable line from the new tank that is currently being considered to the north of this project.

The property will require the extension of wastewater services into the site. There is an existing Town of Erie waste water service main located north and west of the property proposed for annexation. It will be the responsibility of the developer to extend Town wastewater services into the property proposed for annexation.

The proposed annexation will not require the Town to extend any municipal water or wastewater service lines outside of some cost sharing for the non-potable line from the north.

## **2. Other Utilities**

AT&T currently provides telephone service within the proposed annexation vicinity. No change in this service is proposed.

Xcel Energy currently provides natural gas services within the proposed annexation vicinity. No change in this service is proposed.

United Power currently provides electrical power services within the proposed annexation vicinity. No change in this service is proposed.

Extension of these other utility services into the property proposed for annexation will be the responsibility of the developer.

## **3. Police Protection**

The Town of Erie provides its own police protection and will extend police protection services to the area proposed to be included within the town's boundaries as part of this annexation.

## **4. Street maintenance and improvements**

Proposed streets within the annexation area will be constructed by the developer. The Town will be providing maintenance of said streets after acceptance by the Public Works Division.

## **5. Other Municipal Services**

The Town of Erie provides municipal services such as recreation and senior services and will extend these services to the area proposed to be included within the Town's boundaries as part of this annexation.

### **III. Municipal Services Financing**

No additional infrastructure is required or proposed to provide municipal services within the area proposed to be included within the town's boundaries as part of this annexation. To the extent any additional service provision occurs, such service can be accommodated within the town's current budget. The developer of the properties will be responsible for on-site and off-site public improvements.

### **IV. Special Districts**

The proposed annexation area is encompassed within the following districts:

- Town of Erie Fire Protection District
- St. Vrain School District
- Urban Drainage and Flood Control District

### **V. School District Impact**

The proposed project's impact on the St. Vrain School District in terms of the number of students to be generated by the project if 251 single family residential units are developed, is as follows:

- Elementary School            56 students
- Middle School                25 students
- High School                    27 students

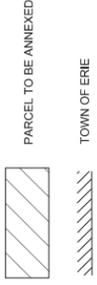
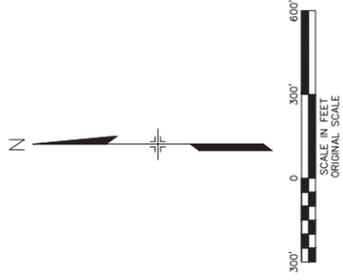
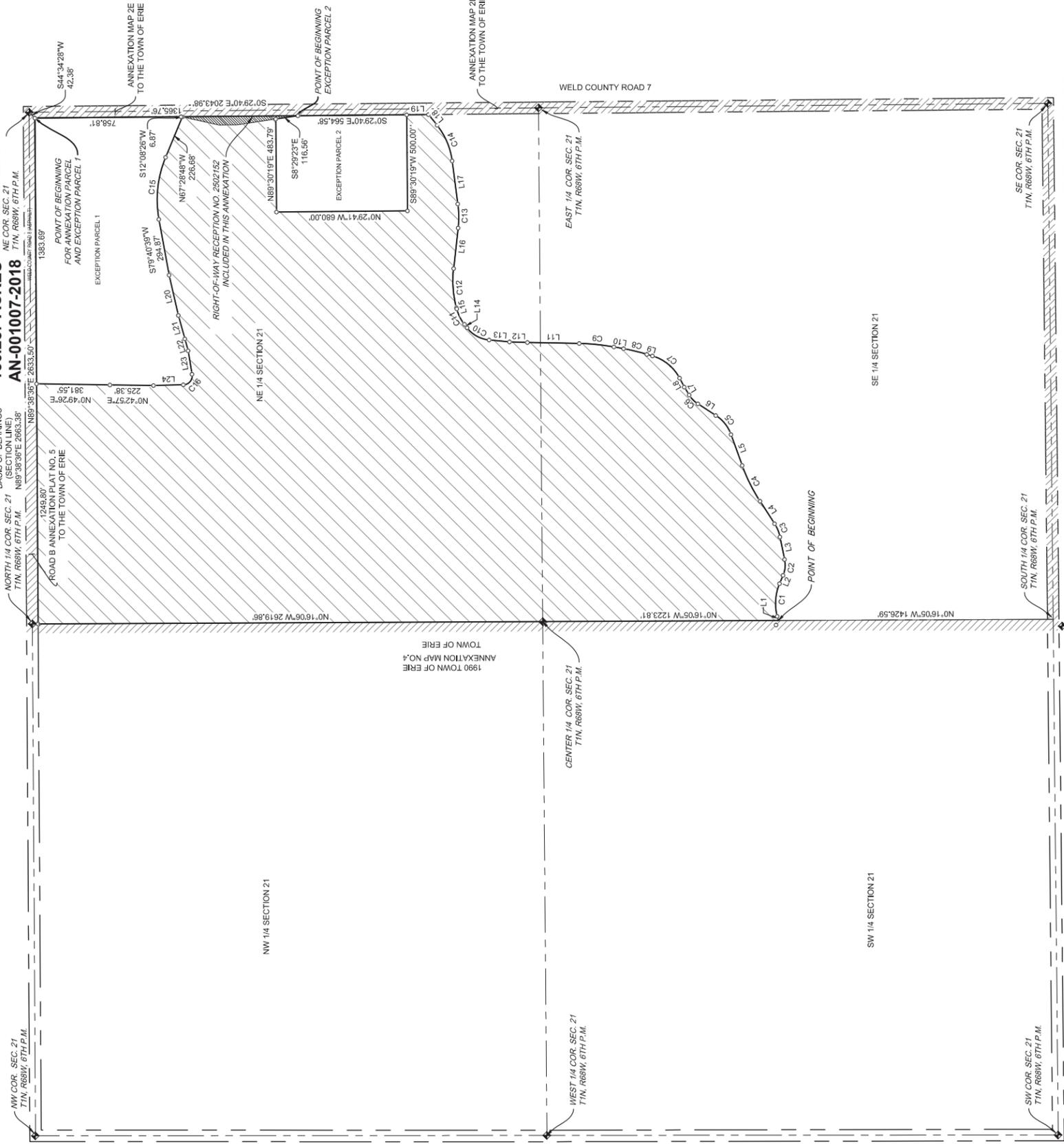
Per the Intergovernmental Agreement (IGA) between the St. Vrain School District, and the Town of Erie, the owner is required to pay a school fee to the School District prior to the issuance of building permits.



# SWINK PROPERTY - ANNEXATION MAP TO THE TOWN OF ERIE

A PORTION OF THE EAST ONE-HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

150.287 ACRES  
AN-001007-2018



SEE "ROAD B ANNEXATION PLAT NO. 5 TO THE TOWN OF ERIE" RECORDED 6/10/96 RECORDING NUMBER 2495446  
 SEE "ANNEXATION MAP 2D TO THE TOWN OF ERIE" RECORDED 10/12/89 RECORDING NUMBER 0219446  
 SEE "ANNEXATION MAP 2E TO THE TOWN OF ERIE" RECORDED 10/12/89 RECORDING NUMBER 0219437  
 SEE "1990 TOWN OF ERIE ANNEXATION MAP NO. 4" RECORDED 4/11/90 RECORDING NUMBER 0221 0503

LINE	BEARING	LENGTH
L1	S78°04'29"W	23.28
L2	N67°56'56"W	47.24
L3	S78°41'20"W	119.10
L4	S57°07'30"W	138.10
L5	S69°59'39"W	171.86
L6	S33°11'43"W	111.17
L7	S57°50'12"W	50.59
L8	S62°05'05"W	92.47
L9	S18°29'24"W	29.52
L10	S10°38'58"W	50.93
L11	S01°05'54"W	269.23
L12	S01°14'12"W	92.89
L13	S05°41'21"W	106.91
L14	S52°26'57"W	22.72
L15	S75°29'23"W	6.27
L16	N83°47'48"W	212.21
L17	S62°37'33"W	226.26
L18	S51°26'38"W	70.94
L19	S00°28'40"E	113.69
L20	S77°11'24"W	214.83
L21	S74°41'14"W	127.29
L22	S72°58'17"W	64.14
L23	S60°38'00"W	123.80
L24	N01°29'12"W	155.38

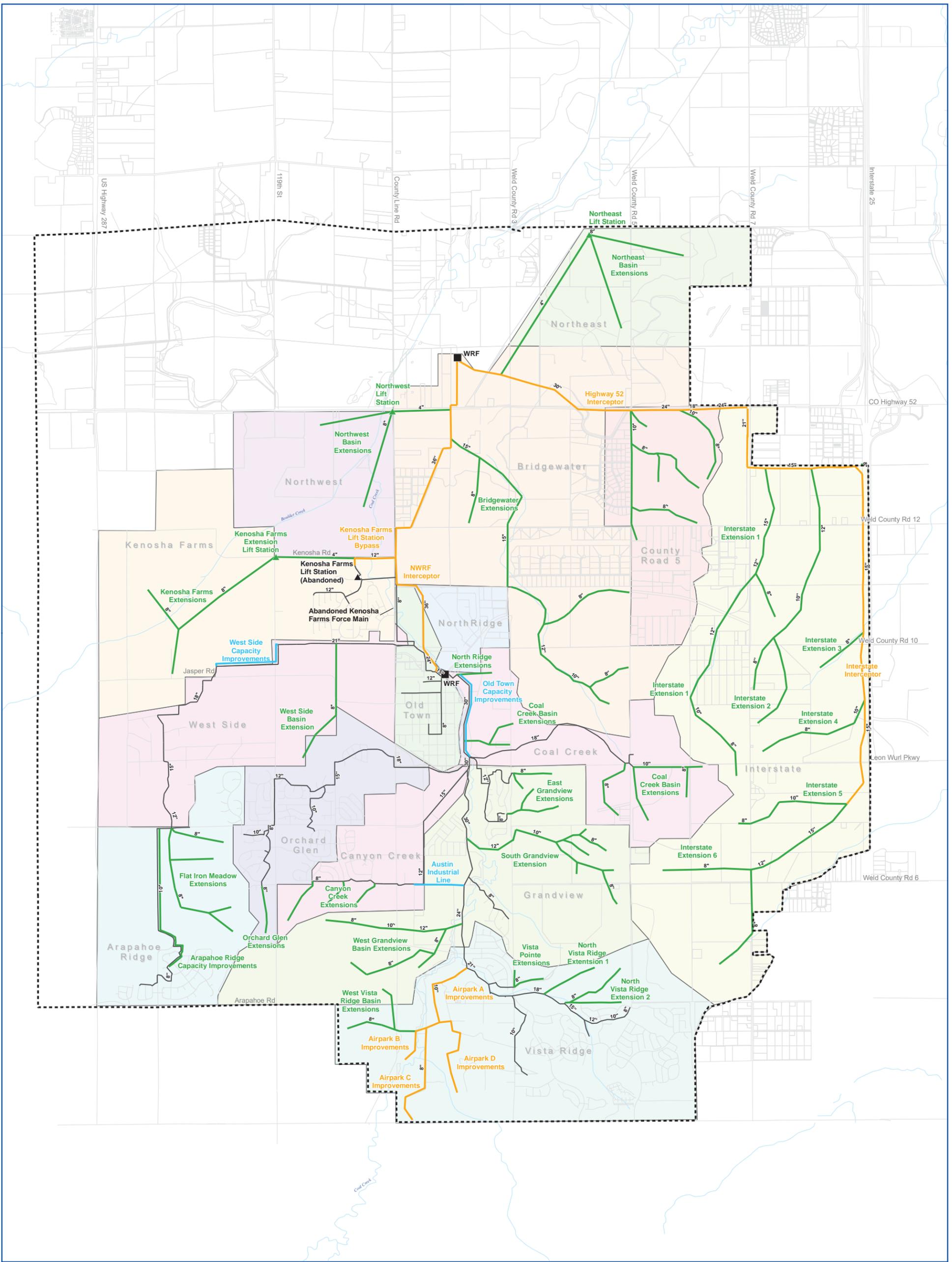
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	35°59'55"	275.00	172.54	N85°57'03"W	169.72
C2	33°20'04"	445.00	84.36	N84°38'38"W	83.16
C3	21°33'50"	200.00	75.27	S67°54'25"W	74.83
C4	12°52'59"	625.00	207.76	S65°33'34"W	207.33
C5	36°47'56"	200.00	128.45	S51°35'41"W	126.26
C6	24°00'42"	150.00	62.86	S45°12'04"W	62.40
C7	45°35'41"	235.00	187.01	S39°17'14"W	182.11
C8	5°50'26"	1225.00	124.87	S13°34'11"W	124.82
C9	9°38'04"	1075.00	180.76	S05°49'55"W	180.55
C10	48°45'56"	165.00	134.66	S29°04'09"W	130.95
C11	22°33'26"	225.00	86.89	S63°33'40"W	86.29
C12	20°51'49"	655.00	205.74	S56°46'18"W	204.50
C13	13°34'39"	525.00	124.41	S89°24'52"W	124.12
C14	31°10'55"	375.00	204.09	S67°02'05"W	201.58
C15	32°50'33"	575.00	326.60	S65°54'08"E	325.10
C16	97°55'18"	47.00	80.33	S59°22'51"E	79.89

**DEVELOPER**  
 ERIE LAND COMPANY, LLC  
 1601 BLAKE STREET, SUITE 200  
 DENVER, CO. 80202  
 (303) 572-0200  
 CONTACT: HEIDI MAJERIK  
 heidi.majerik@southernland.com

**SURVEYOR**  
 MATRIX DESIGN GROUP  
 1601 BLAKE STREET, SUITE 200  
 DENVER, CO. 80202  
 (303) 572-0200  
 CONTACT: BOB MEADOWS  
 bob\_meadows@matrixdesigngroup.com



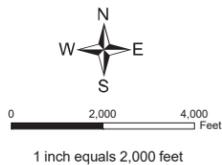




**LEGEND**

- Lift Station**
- ▲ Buildout Lift Station
  - ▲ CIP Lift Station
  - ▲ Existing Lift Station
  - Treatment Plant
- Model Sewer Lines**
- CIP
  - Capacity Improvements
  - Extensions
  - Existing
  - - - Study Area Boundary

Wastewater Collection System Capital Improvements Plan Schedule			
Name	Opinion of Capital Cost (\$)	Project in Service	Trigger for Project Initiation
<b>Short-Term (5-Year) CIP 2010 Projects</b>			
Highway 52 Interceptor	4,420,000	2010	Development in northeast along Highway 52
NWRF Interceptor	8,300,000	2009	In progress
Kenosha Farms Lift Station Bypass	470,000	2009	In conjunction with NWRF Interceptor
<b>Long-Term (Buildout) CIP Projects</b>			
Interstate Interceptor	4,440,000	Buildout	Development along I-25
Arapahoe Ridge Capacity Improvements	1,200,000	Buildout	Additional development in basin
West Side Capacity Improvements	880,000	Buildout	Flat Iron Meadow Development
Old Town Capacity Improvements	1,386,000	Buildout	Exceed 10,000 units in drainage basin
Austin Industrial Line	302,000	Buildout	Canyon Creek Development

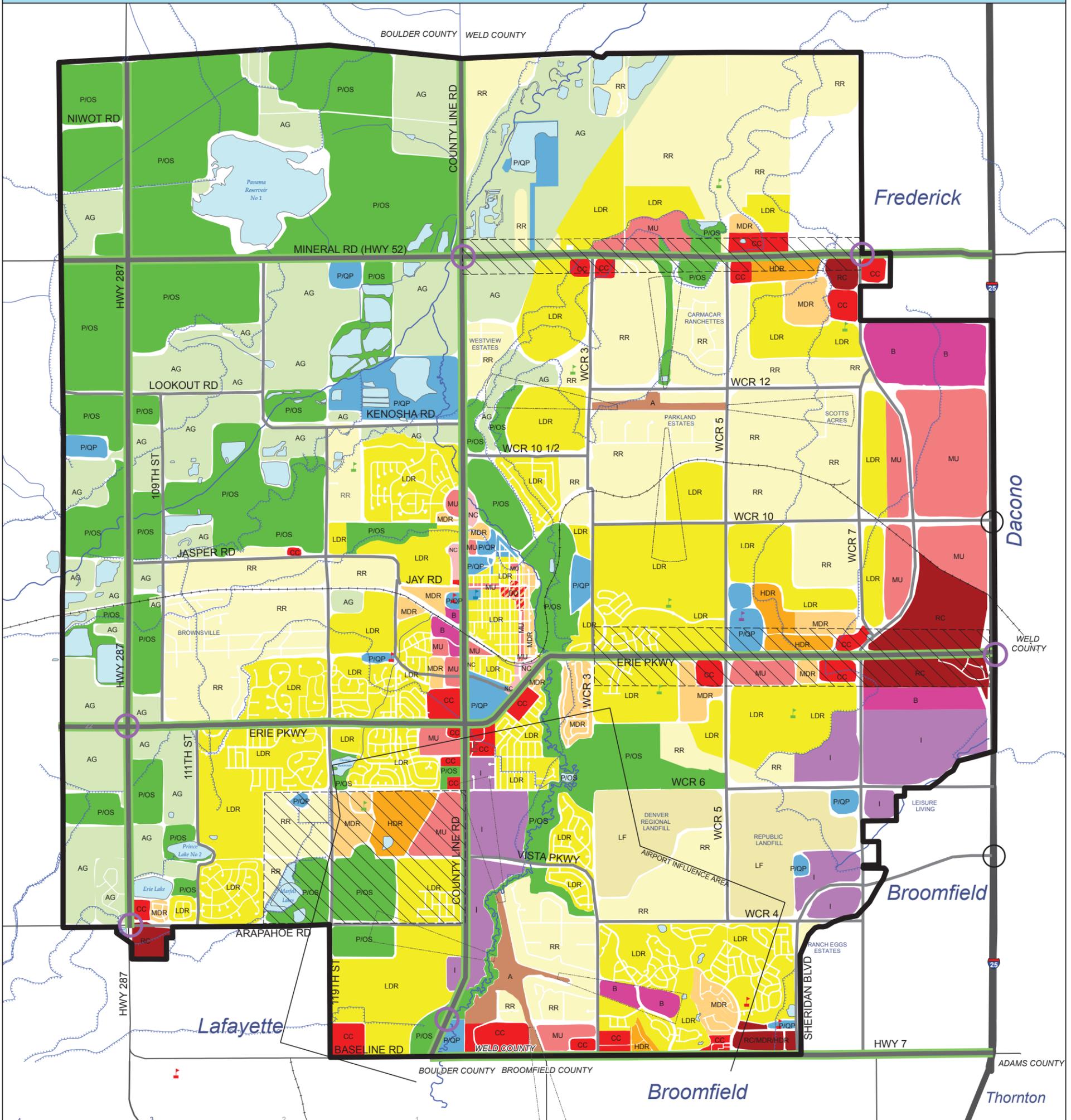


**Wastewater Collection System Recommended Improvements**  
2006 Master Plan Update

Figure 6-8

Revised: April 17, 2008

# Town of Erie, Colorado Comprehensive Plan - 2015 Update Land Use Plan Map



## Land Use Plan Legend

<b>AG</b> Agriculture	<b>MDR</b> Medium Density Residential (6-12 du/ac)	<b>B</b> Business	Canal/Ditch
<b>P/OS</b> Parks/Public Open Space	<b>HDR</b> High Density Residential (12-20 du/ac)	<b>I</b> Industrial	Railroad
<b>P/QP</b> Public/Quasi Public	<b>DD</b> Downtown District	Reservoirs	Community Gateways
<b>LF</b> Landfill	<b>NC</b> Neighborhood Commercial	County Boundary	I-25 Interchange (Future)
<b>A</b> Airport	<b>CC</b> Community Commercial	Planning Area Boundary	Elementary School
<b>RR</b> Rural Residential (0-2 du/ac)	<b>RC</b> Regional Commercial	Areas of Special Consideration	Middle School
<b>LDR</b> Low Density Residential (2-6 du/ac)	<b>MU</b> Mixed Use		High School
			Proposed

0 0.25 0.5 1 Miles

Sources: Boulder CO GIS, Weld CO GIS, CDOT, Town of Erie

Note: This map is intended to serve as a guide for future land use patterns within the Town of Erie's Planning Area Boundary and is advisory in nature. Land Use patterns depicted on the map are generalized, recognizing that development proposals may contain a mixture of land uses and density levels which achieve the intent of the Town of Erie Comprehensive Plan. Adopted Date: Dec. 21, 2005.

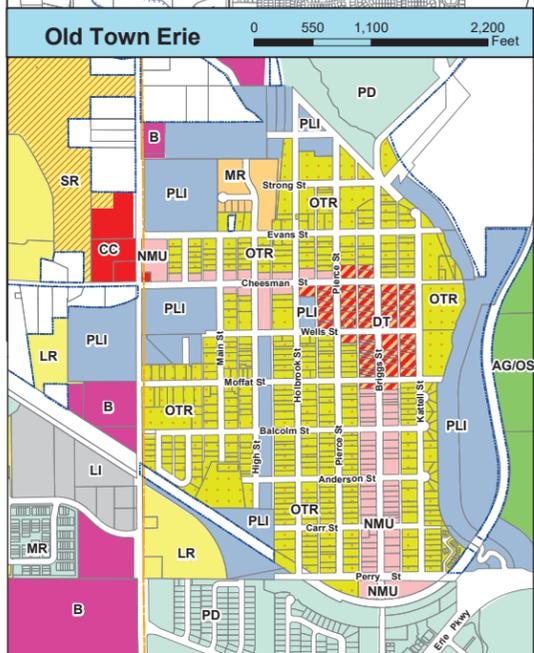
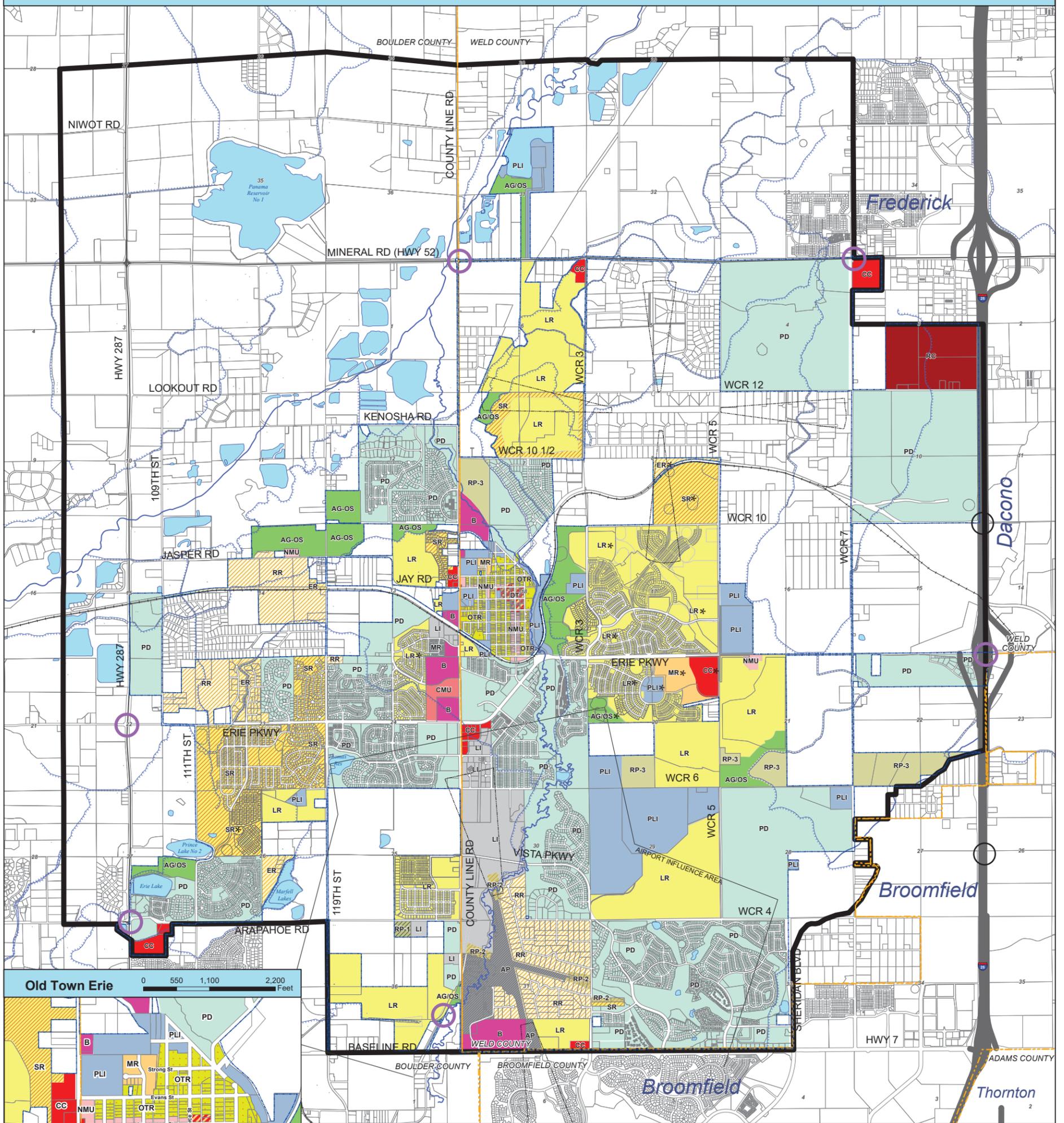
The Comprehensive Plan contains guidelines for the refinement of the generalized areas depicted on the map. These guidelines should be referred to by applicants prior to the preparation of a development submittal and by Town staff, elected, and appointed officials as part of the development review process.

Town Boundary Not Shown - Refer to Zoning Map for Town Boundary

Map Revision Date: June 12, 2017



# Town of Erie, Colorado Zoning Map

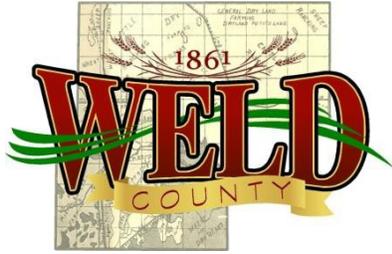


### Zoning Legend

Rural Preservation 1 (RP-1)	Regional Commercial (RC)
Rural Preservation 2 (RP-2)	Community Commercial (CC)
Rural Preservation 3 (RP-3)	Business (B)
Rural Residential (RR)	Downtown District (DT)
Estate Residential (ER)	Neighborhood Mixed-Use (NMU)
Suburban Residential (SR)	Community Mixed-Use (CMU)
Low Density Residential (LR)	Light Industrial (LI)
Medium Density Residential (MR)	Public Lands & Institutions (PLI)
High Density Residential (HR)	Airport (AP)
Old Town Residential (OTR)	Agriculture/Open Space (AG/OS)
Planned Development (PD)	Planned Unit Development (PUD) Overlay

Planning Area Boundary  
 Town Boundary  
 Community Gateways  
 I-25 Interchange (Future)

0 0.15 0.3 0.6 0.9 Miles  
 Sources: Boulder Co GIS, Weld Co GIS, CDOT, Town of Erie  
 Note: This map is intended to serve as a guide for future land use patterns within the Town of Erie's Planning Area Boundary and is advisory in nature. Land Use patterns depicted on the map are generalized, recognizing that development proposals may contain a mixture of land uses and density levels which achieve the intent of the Town of Erie Comprehensive Plan. Adopted Date: Dec. 21, 2005.  
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 Map Revision Date: October 16, 2017  
 X:\GIS\GIS\Projects\COMDEV\Zoning\Zoning.mxd



## DEPARTMENT OF PLANNING SERVICES

1555 N. 17<sup>th</sup> Ave

Greeley, CO 80631

Website: [www.weldgov.com](http://www.weldgov.com)

Email: [jflesher@weldgov.com](mailto:jflesher@weldgov.com)

Phone: (970) 400-3552

Fax: (970) 304-6498

Via Email

August 31, 2018

Hannah Hippely, Town Planner  
Town of Erie  
PO Box 750  
Erie, CO 80516

Subject: Swink Annexation and Zoning

Dear Hannah:

The Weld County Department of Planning Services has reviewed this request and has the following comments for your consideration:

The annexation map shows County Roads 7 and 8 being included in the proposed annexation, however, they have already been annexed and should be shown as current town limits. The additional right-of-way acquired in 1996 (reception number 2502152) does not appear to have been annexed with the rest of County Road 7, however, and should be included in the proposed annexation.

[We have removed CR 7 and CR 8 from the Annexation. We have included the 1996 portion in the Annexation.](#)

Buyers should be notified of Use by Special Review USR14-0017 directly south of the subject property which contains a mineral resource development facility.

[Acknowledged.](#)

### General comments:

There is no County commitment to upgrade County roads and bridges to accommodate municipal developments.

The present zoning of adjacent and surrounding unincorporated properties are predominantly Agricultural. Owners of property in the area of this proposal should be made aware that agricultural uses, even when done in a manner consistent with good agricultural practices, may generate impacts such as noise, dust, flies, odors, aerial spraying, and slow-moving equipment on County roadways. It is important for future residents to note that adjacent properties may be in unincorporated Weld County and that Weld County has adopted a Right-to-Farm Statement and recommends it be placed on all plats adjacent to unincorporated areas:

Weld County is one of the most productive agricultural counties in the United States, typically ranking in the top ten counties in the country in total market value of agricultural products sold. The rural areas of Weld County may be open and spacious, but they are intensively used for agriculture. Persons moving into a rural area must recognize and accept there are drawbacks, including conflicts with long-standing agricultural practices and a lower level of services than in town. Along with the drawbacks come the incentives which attract urban dwellers to relocate to rural areas: open views, spaciousness, wildlife, lack of city noise and congestion, and the rural atmosphere and way of life. Without neighboring farms, those features which attract urban dwellers to rural Weld County would quickly be gone forever.

Agricultural users of the land should not be expected to change their long-established agricultural practices to accommodate the intrusions of urban users into a rural area. Well-run agricultural activities will generate off-site impacts, including noise from tractors and equipment; slow-moving farm vehicles on rural roads; dust from

animal pens, field work, harvest and gravel roads; odor from animal confinement, silage and manure; smoke from ditch burning; flies and mosquitoes; hunting and trapping activities; shooting sports, legal hazing of nuisance wildlife; and the use of pesticides and fertilizers in the fields, including the use of aerial spraying. It is common practice for agricultural producers to utilize an accumulation of agricultural machinery and supplies to assist in their agricultural operations. A concentration of miscellaneous agricultural materials often produces a visual disparity between rural and urban areas of the County. Section 35-3.5-102, C.R.S., provides that an agricultural operation shall not be found to be a public or private nuisance if the agricultural operation alleged to be a nuisance employs methods or practices that are commonly or reasonably associated with agricultural production.

Water has been, and continues to be, the lifeline for the agricultural community. It is unrealistic to assume that ditches and reservoirs may simply be moved out of the way of residential development. When moving to the County, property owners and residents must realize they cannot take water from irrigation ditches, lakes or other structures, unless they have an adjudicated right to the water.

Weld County covers a land area of approximately four thousand (4,000) square miles in size (twice the size of the State of Delaware) with more than three thousand seven hundred (3,700) miles of state and County roads outside of municipalities. The sheer magnitude of the area to be served stretches available resources. Law enforcement is based on responses to complaints more than on patrols of the County, and the distances which must be traveled may delay all emergency responses, including law enforcement, ambulance and fire. Fire protection is usually provided by volunteers who must leave their jobs and families to respond to emergencies. County gravel roads, no matter how often they are bladed, will not provide the same kind of surface expected from a paved road. Snow removal priorities mean that roads from subdivisions to arterials may not be cleared for several days after a major snowstorm. Services in rural areas, in many cases, will not be equivalent to municipal services. Rural dwellers must, by necessity, be more self-sufficient than urban dwellers.

People are exposed to different hazards in the County than in an urban or suburban setting. Farm equipment and oil field equipment, ponds and irrigation ditches, electrical power for pumps and center pivot operations, high-speed traffic, sand burs, puncture vines, territorial farm dogs and livestock and open burning present real threats. Controlling children's activities is important, not only for their safety, but also for the protection of the farmer's livelihood.

[We have added the note as requested.](#)

Weld County has also adopted a Right to Extract Mineral Resources Statement:

Weld County has some of the most abundant mineral resources, including, but not limited to, sand and gravel, oil, natural gas, and coal. Under title 34 of the Colorado Revised Statutes, minerals are vital resources because (a) the state's commercial mineral deposits are essential to the state's economy; (b) the populous counties of the state face a critical shortage of such deposits; and (c) such deposits should be extracted according to a rational plan, calculated to avoid waste of such deposits and cause the least practicable disruption of the ecology and quality of life of the citizens of the populous counties of the state.

Mineral resource locations are widespread throughout the County and persons moving into these areas must recognize the various impacts associated with this development. Oftentimes, mineral resource sites are fixed to their geographical and geophysical locations. Moreover, these resources are protected property rights and mineral owners should be afforded the opportunity to extract the mineral resource.

[We have added the note as requested.](#)

Thank you for the opportunity to comment on this proposal. This response addresses general requirements, concerns, or issues and is intended to assist in your community's decision-making process regarding this land use proposal. Weld County respectfully reserves the right to make further comment on information or issues as they are discovered.

Sincerely,

Jim Flesher, AICP  
Long-Range Planner  
Weld County

[Thank you for your comments.](#)



**The Town of Erie**  
645 Holbrook St.  
P.O. Box 750  
Erie, CO 80516  
(303) 926-2774

Department of Planning and Development  
Planning Division

Memo

**To:** Heidi Majerik  
**From:** Hannah Hippely  
**Date:** September 20, 2018  
**Re:** AN-001007-2018 Swink Annexation  
IZ-001008-2018 Swink Initial Zoning  
**cc:** Todd Bjerkaas, Deborah Bachelder

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**Comments:**

Town staff has reviewed the Swink Annexation and Initial Zoning applications for conformance with Municipal Code, Title 10 and adopted plans at the September 13 , 2018 Development Review Team meeting. A list of the Town staff that have commented and referral agencies that have responded are listed below. Referral comments received by the Town after the date of this memo shall be forwarded on to the applicant.

The next step for the Swink Annexation and Initial Zoning applications is revision and resubmittal for another referral and Development Review Team review. Please make the appropriate revisions to the application materials and provide written response to address each written comment from the Town staff and referral agencies.

Paper Copies:

- 2 Copy: Written response to staff and referral comments. For distribution to: Planning.
- 2 Copies: Updated written materials, 3-hole punched for notebooks. For distribution to: Planning and Public.
- 2 Copies: Updated 11x17 plans tri-folded and 3-hole punched for notebooks. For distribution to: Planning and Public.
- 1 Copy: Updated 24x36 plan sets, rolled. For distribution to: Planning.
- Please bind and label materials for each entity listed above for ease of distribution to each referral.

Digital Copies:

- A PDF format of all of the submittal materials on 1 flash drive. The flash drives will be distributed to the following referral agencies:
  1. Town of Erie – internally distributed

The following agencies provided written responses that require a reply:

1. Left Hand Water District
2. Open Space and Trails Advisory Board
3. Weld County

The following agencies provided a written response that do not require a reply at this time:

1. Felsburg Holt & Ullevig
2. Xcel Energy
3. Mountain View Fire Protection District
4. City and County of Broomfield
5. Colorado Geological Survey
6. The Farmers Reservoir and Irrigation Company
7. Colorado Department of Transportation

### Planning Comments

1. The circulator portion of the petition is not complete, a completed original of this is required.

A completed original has been included with this submittal.

2. Exhibits A and B of the petition and circulator do not include the legal description, please add this. The titles of Exhibits A and B include the text "Dearmin-Swink Annexation and Initial Zoning" please have this line deleted from the exhibits.

Exhibits A and B have been updated as requested.

3. An annexation agreement is required for the Swink parcel, but this agreement will also need to address the Dearmin development thus allowing the terms to be applied to development as a whole. The resulting annexation and development agreement will include terms that meet the needs of multiple Town departments. Comments from Engineering and Parks and Recreation are anticipated. Terms to anticipate which stem from the Planning Department include the following:

- a. Establishing a maximum number of units within the development.
- b. Setting the expected housing diversity.
- c. The ridge running roughly along the south edge of the Swink property is the Town's highest with the two highpoints being located within the Swink property, the preservation of this ridgeline as an uninterrupted and undeveloped open space is important to the Town.
- d. Gas line and facility relocation.
  - i. A clear picture of what underground gas lines or other facilities exist and which are proposed to be moved and where they will be relocated should be provided. Please provide a graphic which shows this.
- e. Review of the zoning concept plan by the Board of Trustees will satisfy the Sketch Plan requirement for the Swink parcel. The development shall proceed from hereon as one project, rather than two separate projects.
- f. Dedication of a school site consistent with the Town's IGA with the St. Vrain Valley School District.
- g. Development of Town parks and trails.

Acknowledged, we understand that these will be addressed with the Annexation Agreement. We understand that a draft of the Agreement will be coming from the Town in early November.

4. An Annexation Agreement is necessary and must be in a near final version before scheduling the Substantial Compliance meeting of the Board of Trustees. This is to ensure that the agreement will be final in time for the public hearings. The Town will begin drafting this agreement.

Acknowledged.

5. On the concept plan, please provide details regarding the Swink piece individually in addition to the combined Dearmin-Swink development as a whole. Include the numbers and types of units shown. Please draw in the proposed zone district boundaries and identify the density shown within each boundary. Staff needs this information to show both compliance with the Comprehensive plan and the minimum density requirements of the UDC.

The Concept Plan has been modified to provide details regarding the Swink property individually as well as the Combined property. Additionally, the zone district boundaries and densities have been identified on the Concept Plan, in addition the existing topography has been added to this exhibit.

### Annexation Map

1. The symbol for the Town of Erie limits should be darkened so that it is more clearly legible, when reproduced this isn't legible.

This has been darkened.

2. "Town of Erie Corporate City Limits" label on the western adjacent property should read "Town of Erie". The legend for the symbol identify the boundary should also read "Town of Erie".

This has been corrected.

3. Update the map to reflect the information in the Weld County referral regarding prior annexation of adjacent county roads.

CR 7 and CR 8 have been removed and the portion that was created as ROW in 1996 is included within the annexation boundary.

### Annexation Impact Report

1. The annexation report should be completed using the provided template. A copy of a recent report has also been provided to demonstrate what a finished report should look like.

The Annexation Report has been reformatted based on the template provided.

### Initial Zoning Map

1. Use the same vicinity map in the initial zoning map as is used on the annexation map.

Okay.

2. The portion of the property that cannot currently be served by sewer as it is outside of the Coal Creek basin should be zoned AG/OS.

We have proposed AG/OS zoning along the south and east.

3. The area of land which achieves the landform preservation goals of the Town by retaining it as open space shall be zoned AG/OS.

We have proposed AG/OS zoning along the south and east.

4. A written legal description for each zone district must be added to the map.

These have been added as requested.

5. Remove "PUD" and "PUD Overlay" from the Surveyor Certificate.

These have been removed as requested.

6. Remove the Planning Commission and Board of Trustees Approval Certificate and replace them with the following:

**BOARD OF TRUSTEES APPROVAL CERTIFICATE**

THIS ZONING MAP IS TO BE KNOWN AS THE “\_\_\_\_\_ ZONING MAP” AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. \_\_\_\_\_, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON \_\_\_\_\_, 201\_.

\_\_\_\_\_  
MAYOR

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

This has been added as requested.

The review process is a cumulative process and dependent on various criteria. We reserve the right to provide further comment(s) and request additional information. Please contact me at 303-926-2774 for further clarification or to schedule a meeting to discuss the comments

## Hannah Hippely

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**From:** Steve Buckbee <SBuckbee@lefthandwater.org>  
**Sent:** Tuesday, September 04, 2018 9:55 AM  
**To:** Development Referral  
**Subject:** Swink Annexation & Initial Zoning, AN-001007-2018 & IZ-001008-2018, Comments  
**Attachments:** 2018 D-PETITION-EXCL.PDF

Ms. Hippely,

The conceptual plans do not appear to reflect the 50' wide, Left Hand Water District easement recorded under reception number 3833970 at the northeast corner of the site. The easement is for a future water line that will connect to a future 5-million-gallon treated water tank on the 8-acre, Left Hand Water District parcel at the east side of the development.

The easement is depicted on the Zoning Map, is in an area proposed for Open Space, and will not have an impact on the Concept Plan.

Upon annexation, the property owner(s) will need to file a petition for exclusion from Left Hand Water District. The property owner(s) fills out the attached Petition for Exclusion, provides a deed showing ownership, a full legal description, and a check made out to Left Hand Water District. The District will keep the original paperwork and make copies for our attorney's office to file with the Courts. If two or more owners are shown on the deed, all owners need to sign in the presence of a notary as the statute requires 100% of property owners to sign the Petition. Once the paperwork and the fees are received and the attorneys have filed with the Courts, the Board of Directors sets the Petition for a public hearing. Directors meetings are held the 3<sup>rd</sup> Thursday of every month and it takes two meetings to accomplish the exclusion process. Please contact Lilah Imes at 303-530-4200 if you have any questions on exclusion from Left Hand Water District.

The property owners have started the exclusion petition process.

Thank you for your comments.

Thanks,  
Steve Buckbee, P.E.  
District Engineer  
Left Hand Water District  
P.O. Box 210  
Niwot, CO 80544-0210  
Office: 303-530-4200  
Cell: 720-527-0206  
[www.lefthandwater.org](http://www.lefthandwater.org)



## Town of Erie Open Space and Trails Advisory Board

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From: Town of Erie Open Space and Trails Advisory Board (OSTAB)

To: Hannah Hippely, Planner, Community Development

Date: September 12, 2018

**Subject: Swink Annexation and Initial Zoning**

**Date of Concept Plan: July 30, 2018**

**Location: SW corner Erie Parkway and WCR 7**

OSTAB has reviewed the package materials, compared them to Town planning documents, and submits the following comments, questions, and recommendations for the Town's evaluation process.

### **Overview:**

**Discussion:** OSTAB usually does not provide a detailed response to annexation and/or initial zoning applications unless the requested rezoning will materially increase the density and/or eliminate important ecological areas or significant views. Neither exists in these applications. However, this application will be "linked" with the Dearmin property to the west, for which several sketch plans have been previously reviewed. Furthermore, since the applicant has provided a detailed Concept Plan (aka Overall Master Plan) which includes the Dearmin Site to the west, we decided to provide initial guidance for this design.

### **Open Space and the Natural Areas Inventory (NAI):**

**Discussion:** There are no sites in the Erie Natural Areas Inventory (NAI) within this filing area. We agree with the overall design of the dedicate open space. It includes the SW corner, which is across WCR 5 from the Town's Sunset Open Space (aka "Sunset east"). It is also adjacent to the entire length of the Community Ditch on this property, from the entry point on WCR 6 to the exit point on WCR 7 and the reentry point further north on WCR 7. The plan depicts roughly 96 acres of open space. Although some of this acreage may not meet the specific requirements in the Unified Development Code (UC) for dedication, we're confident that the area depicted will included the required dedicated open space, and it is the best location on the combined Dearmin/Swink properties.

**Recommendations:** None

### **Spine Trail:**

**Discussion:** The proposed location of the Spine Trail mostly matches the map in the PROST

(Parks, Recreation, Open Space and Trails) Master Plan of existing recreation trails and proposed Spine Trails (Figure 15, page 120). The similarities include a connection in the SW corner (across WCR 5 from the Town's Sunset Open Space (aka "Sunset east"), and essentially adjacency to the Community Ditch. The primary difference between the PROST Master Plan and this Concept Plan is that the PROST plan has an exit at a future Erie Parkway underpass, and this plan has an exit at WCR 7, near the intersection with Erie Parkway. It would be very helpful if staff could identify a probable location of that underpass so that the Spine Trail in this application would be compatible. A rational estimate is that the underpass would be nearer WCR 5 than WCR 7, since that would place it nearer to the Erie High School and the K-8 school under construction.

**Recommendations:**

1. If possible, staff should identify probable location(s) of the Erie Parkway underpass so that the Spine Trail in this application would be compatible.

We have included a connection from the trail along Erie Parkway to the Spine Trail in two locations, one along the Gas Line easement that bisects the Dearmin & Swink properties, and another between the Medium Density Residential and Future Community Commercial at the Northeast corner of the Swink property. This will allow the underpass to be provided wherever the Town decides to provide it, and it will be connected to the Spine Trail system.

**Neighborhood Trails:**

Discussion: The concept plan apparently does not show any neighborhood connectors to the Spine Trail from neither the neighborhood park nor any streets. Connectors must be added in the sketch plan.

The concept plan appears to have a narrow north/south greenway between the Swink and Dearmin properties, from the neighborhood park to Erie Parkway (potentially near the future Erie Parkway underpass). The sketch plan should include an 8' concrete trail in that green way.

Recommendations: Include the following in the sketch plan:

1. Multiple connectors to the Spine Trail from local streets and the neighborhood park;  
We have identified multiple connections from the residential areas, neighborhood park and streets to connect to the Spine Trail.
2. An 8' concrete trail in the north/south greenway between the Swink and Dearmin properties.  
We have added the requested 8' concrete trail running north/south.

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Please pass this referral letter to the Applicant, and appropriate town departments, boards, and commissions. Thank you for your attention to these matters. OSTAB is available to discuss any of the above in more detail as needed.

Sincerely,

**Open Space and Trails Advisory Board**

Bob Braudes  
Phil Brink  
Christine Felz  
Dawn Fraser  
Nicole Littmann  
Ken Martin (Chair) Joe Swanson



Stewart Title Guaranty Company Commercial Services  
(Denver)  
55 Madison Street, Suite 400  
Denver, CO 80206

**Date:** July 09, 2018  
**File Number:** 18000310614  
**Property:** Sec 21 Twn 1 North Rg 68 West, Erie, CO

**Please direct all Title inquiries to:**

Alice Odette  
**Phone:** (303) 780-4039  
**Email Address:** [alice.odette@stewart.com](mailto:alice.odette@stewart.com)

Erie Land Company, LLC, a Delaware limited liability  
company  
Attn: Jonathan Wente  
Attn: Bevin Brown  
Attn: Joshua Neely  
Delivery Method: Emailed

***We Appreciate Your Business and Look Forward to Serving You in the Future.***

# stewart title®

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## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

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

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

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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

Countersigned by:

  
\_\_\_\_\_  
Authorized Countersignature



  
\_\_\_\_\_  
Matt Morris  
President and CEO

Stewart Title Guaranty Company  
Commercial Services (Denver)  
55 Madison Street, Suite 400  
Denver, CO 80206  
(303) 331-0333

  
\_\_\_\_\_  
Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

## CONDITIONS

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: 18000310614

**1. Effective Date:** July 02, 2018, at 5:30 P.M.

**2. Policy or Policies to be issued:**

**Amount of Insurance**

(a) ALTA Owner's Policy

(b) ALTA Loan Policy

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

Fee Simple

**4. Title to the referenced estate or interest in said land is at the effective date hereof vested in:**

Erie Land Company, LLC, a Delaware limited liability company

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

A portion of the East 1/2 of Section 21, Township 1 North, Range 68 West of the 6th Principal Meridian, County of Weld, State of Colorado.

Basis of Bearings: Assuming the South line of the Southeast corner of Section 21, Township 1 North, Range 68 West of the 6th Principal Meridian, as monumented by a No. 6 Rebar with a 2 inch aluminum cap marked "LS 25937 1995" at the Southeast corner of said Section 21 and a No. 6 Rebar with a 3 1/4 inch aluminum cap marked "LS 13155 1998" at the South 1/4 corner of said Section 21 to bear South 89°23'58" West, a distance of 2684.63 feet with all bearings contained herein relative thereto.

Beginning at the Southeast corner of said Section 21:

Thence South 89°23'58" West along said South line of the Southeast 1/4 of Section 21 a distance of 2,684.63 feet to the South 1/4 corner of said Section 21;

Thence North 00°16'05" West along the West line of the Southeast 1/4 of said Section 21 a distance of 1,426.59 feet to the Northerly line of said 50 foot wide Ditch Parcel as described in [Book 63 at Page 464](#) and the Point of Beginning;

Thence North 00°16'05" West continuing along said West line of the Southeast 1/4 of Section 21 a distance of 1,223.81 feet to the Center 1/4 corner of Section 21;

Thence North 00°16'06" West along the West line of the Northeast 1/4 of Section 21 a distance of 2,649.86 feet to the North 1/4 corner of Section 21;

Thence North 89°38'36" East along the North line of the Northeast 1/4 of said Section 21 a distance of 1,250.37 feet to the Westerly line of said 50 foot wide Ditch Parcel as described in Book 63 at Page 464;

Thence along the Westerly and Southerly line of said ditch the following eleven (11) courses:

- 1.) South 00°49'26" West a distance of 411.56 feet;
- 2.) South 00°42'57" West a distance of 225.38 feet;
- 3.) South 01°25'12" East a distance of 155.38 feet to a point of curve;
- 4.) Along the arc of a tangent curve to the left, having a central angle of 97°55'18", a radius of 47.00 feet and an arc length of 80.33 feet;
- 5.) North 80°39'30" East a distance of 123.80 feet;
- 6.) North 73°56'17" East a distance of 64.14 feet;
- 7.) North 74°41'14" East a distance of 127.29 feet;
- 8.) North 77°11'24" East a distance of 214.63 feet;



- 9.) North 79°40'39" East a distance of 294.87 feet to a point of curve;
- 10.) Along the arc of a tangent curve to the right, having a central angle of 32°50'33", a radius of 575.00 feet and an arc length of 329.60 feet;
- 11.) South 67°28'48" East a distance of 260.91 feet to the East line of the Northeast 1/4 of said Section 21;

Thence South 00°29'40" East along said East line of the Northeast 1/4 of Section 21 a distance of 471.43 feet to the Northerly line of a Parcel conveyed to Left Hand Water District as described at [Reception No. 3833970](#);

Thence South 89°30'19" West along said Northerly line a distance of 530.00 feet to the Northwest corner of said Parcel;

Thence South 00°29'41" East along the Westerly line of said Parcel a distance of 680.00 feet to the Southwest corner of said Parcel;

Thence North 89°30'19" East along the Southerly line of said Parcel a distance of 530.00 feet to said East line of the Northeast 1/4 of Section 21;

Thence South 00°29'40" East along said East line of the Northeast 1/4 of Section 21 a distance of 90.15 feet to said Northerly line of the 50 foot wide Ditch Parcel as described in Book 63 at Page 464;

Thence along said Northerly line the following thirty two (32) courses:

- 1.) South 51°26'38" West a distance of 109.05 feet to a point of curve;
- 2.) Along the arc of a tangent curve to the right, having a central angle of 31°10'54", a radius of 375.00 feet and an arc length of 204.08 feet;
- 3.) South 82°37'33" West a distance of 226.27 feet to a point of curve;
- 4.) Along the arc of a tangent curve to the right, having a central angle of 13°34'39", a radius of 525.00 feet and an arc length of 124.41 feet;
- 5.) North 83°47'48" West a distance of 212.21 feet to a point of curve;
- 6.) Along the arc of a tangent curve to the left, having a central angle of 20°51'49", a radius of 565.00 feet and an arc length of 205.74 feet;
- 7.) South 75°20'23" West a distance of 6.27 feet to a point of curve;
- 8.) Along the arc of a tangent curve to the left, having a central angle of 22°53'26", a radius of 225.00 feet and an arc length of 89.89 feet;
- 9.) South 52°26'57" West a distance of 22.72 feet to a point of curve;
- 10.) Along the arc of a tangent curve to the left, having a central angle of 46°45'36", a radius of 165.00 feet and an arc length of 134.66 feet;
- 11.) South 05°41'21" West a distance of 106.91 feet;
- 12.) South 01°41'27" West a distance of 92.68 feet;
- 13.) South 01°00'54" West a distance of 269.23 feet to a point of curve;
- 14.) Along the arc of a tangent curve to the right, having a central angle of 09°38'04", a radius of 1,075.00 feet and an arc length of 180.76 feet;
- 15.) South 10°38'58" West a distance of 50.93 feet to a point of curve;
- 16.) Along the arc of a tangent curve to the right, having a central angle of 05°50'26", a radius of 1,225.00 feet and an arc length of 124.87 feet;
- 17.) South 16°29'24" West a distance of 29.52 feet to a point of curve;
- 18.) Along the arc of a tangent curve to the right, having a central angle of 45°35'42", a radius of 235.00 feet and an arc length of 187.01 feet;
- 19.) South 62°05'05" West a distance of 52.47 feet;
- 20.) South 57°50'12" West a distance of 48.87 feet to a point of curve;
- 21.) Along the arc of a tangent curve to the left, having a central angle of 24°38'29", a radius of 150.00 feet and an arc length of 64.51 feet;
- 22.) South 33°11'43" West a distance of 111.15 feet to a point of curve;
- 23.) Along the arc of a tangent curve to the right, having a central angle of 36°47'55", a radius of 200.00 feet and an arc length of 128.45 feet;
- 24.) South 69°59'39" West a distance of 171.86 feet to a point of curve;
- 25.) Along the arc of a tangent curve to the left, having a central angle of 12°52'09", a radius of 925.00 feet and an arc length of 207.76 feet;
- 26.) South 57°07'30" West a distance of 139.10 feet to a point of curve;
- 27.) Along the arc of a tangent curve to the right, having a central angle of 21°33'51", a radius of 200.00 feet and an arc length of 75.27 feet;
- 28.) South 78°41'20" West a distance of 119.10 feet to a point of curve;

- 29.) Along the arc of a tangent curve to the right, having a central angle of 33°20'04", a radius of 145.00 feet and an arc length of 84.36 feet;
- 30.) North 67°58'36" West a distance of 47.24 feet to a point of curve;
- 31.) Along the arc of a tangent curve to the left, having a central angle of 35°56'55", a radius of 275.00 feet and an arc length of 172.54 feet;
- 32.) South 76°04'29" West a distance of 23.27 feet to the Point of beginning,

EXCEPTING therefrom that Parcel of land dedicated to Weld County as a Public Highway in that Deed of Dedication recorded July 22, 1996 at [Reception No. 2502152](#),

SUBJECT to the rights-of-way for County Road Numbers 7 and 8 as described in [Book 86 at Page 273](#),

County of Weld,  
State of Colorado.

Purported Address:  
Sec 21 Twn 1 North Rg 68 West  
Erie, CO

**STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued

Informational Commitment    \$500.00  
:  
(Sch. #[R8946507](#))



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 18000310614

**The following are the requirements to be complied with:**

1. NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 18000310614

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

1. 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. 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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Right of way established by the Board of County Commissioners in Transcript of Proceedings recorded October 14, 1889 in [Book 86 at Page 273](#).
10. Reservations by the Union Pacific Railroad Company of:
  - (1) All oil coal and other minerals within or underlying said lands.
  - (2) The exclusive right to prospect in and upon said land for oil, coal and other minerals therein, or which may be supposed to therein, and to mine for and remove, from said land, all oil, coal and other minerals which may be found thereon by anyone.
  - (3) The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right-of-way to and from such prospect places or mines, and for the convenient and proper operation of such prospect places, mines, and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.
  - (4) The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, recorded August 11, 1911 in Deed in [Book 320 at Page 61](#).

NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Mountain States Telephone and Telegraph Co Easement recorded May 7, 1930 in [Book 894 at Page 390](#).
12. Agreement recorded September 27, 1940 in [Book 1068 at Page 421](#).
13. Oil and Gas Lease recorded November 30, 1972 at [Reception No. 1602713](#).



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

NOTE: Notice of Oil and Gas Interests and Surface Use recorded December 7, 2000 at [Reception No. 2811875](#).

14. Right of Way Agreement recorded December 1, 1986 at [Reception No. 2078820](#).
15. Right of Way Agreement recorded December 1, 1986 at [Reception No. 2078821](#).
16. Surface Owner's Agreement recorded September 27, 1989 at [Reception No. 2193034](#).
17. Agreement Concerning Improvements to County Road #7 Between Esther Swink and Weld County, Colorado recorded January 9, 1996 at [Reception No. 2471037](#).
18. Easement as contained in Rule and Order recorded March 23, 2012 at [Reception No. 3833970](#).
19. Memorandum of Agreement recorded October 1, 2014 at [Reception No. 4050076](#).
20. Right-of-Way and Easement Agreement recorded September 10, 2015 at [Reception No. 4141049](#).  
NOTE: First Amendment to Right-of-Way Easement Agreement recorded March 14, 2017 at [Reception No. 4285470](#).
21. The following matters disclosed by ALTA/NSPS Land Title Survey, dated June 30, 2017, and last revised December 19, 2017, prepared by Baseline Engineering, under [Job No. 15313](#), to wit:
  - a) Apparent easement for Shut-In oil and gas wells, gravel access road and gas line.
22. Existing leases and tenancies.
23. Right-of-Way Grant recorded April 30, 2015 at [Reception No. 4103128](#).



Stewart Title Guaranty Company -  
Commercial Services  
55 Madison Street, Suite 400  
Denver, CO 80206  
Phone  
Fax

## **MINERAL DISCLOSURE**

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

NOTE: THIS DISCLOSURE APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

After Recording Return to:

Erie Land Company, LLC  
1550 W. McEwen Drive, Suite 200  
Franklin, TN 37067  
Attn: Ken Howell



SPECIAL WARRANTY DEED

17 0003 11268  
\$43.00  
DF- \$360.00

THIS SPECIAL WARRANTY DEED is made as of the 22<sup>nd</sup> day of December 2017, between Encana Oil & Gas (USA) Inc., a Delaware corporation ("*Encana*") whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 and Liberty Energy, LLC ("*Liberty*"), whose address is 175 Berkeley Street, Boston, MA (Liberty and Encana being referred to together herein as ("*Grantor*"), and Erie Land Company, LLC, a Delaware limited liability company, with an address of 1550 W. McEwen Drive, Suite 200, Franklin, TN 37067 ("*Grantee*").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "*Land*"), together with any and all hereditaments, easements, appendages, ways, privileges and appurtenances, if any, belonging to or inuring to the benefit of Grantor or the Land or pertaining to the Land; any strips or gores adjoining or adjacent to the Land; any land lying in the bed of any street, road, avenue, way or boulevard, open or proposed, in front of or adjoining the Land; all mineral rights, if any owned by Grantor and running with or otherwise pertaining to the Land, any award for damage to the Land attributable to periods from and after the date of this deed by reason of any change of grade in any street, road, avenue, way or boulevard, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Land (the "*Real Estate*"), subject to the permitted exceptions to the special warranty of title set forth in Exhibit B attached hereto and incorporated herein by this reference ("*Permitted Exceptions*").

TO HAVE AND TO HOLD the said Real Estate above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Real Estate in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming or to claim the whole or any part thereof by, through, or under Grantor, but not otherwise, except for the Permitted Exceptions.

DATED this 22<sup>nd</sup> day of December 2017.

GRANTOR:

ENCANA OIL & GAS (USA) INC.,  
a Delaware corporation

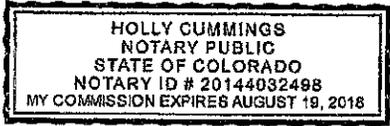
By: *John B. Jones*

Printed: JOHN B. JONES

Title: VP, WESTERN + SOUTHERN LAND

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing document was acknowledged before me this 19<sup>th</sup> day of December, 2017, by JOHN B. JONES, as VP, WESTERN + SOUTHERN LAND of ENCANA OIL & GAS (USA) INC., a Delaware corporation.



*Holly Cummings*  
Notary Public

My Commission Expires:  
8-19-18

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;  
GRANTOR SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LIBERTY ENERGY LLC,  
a Massachusetts limited liability company

By: *Berlin Brown*  
Printed: Berlin Brown  
Title: Assistant Vice President

STATE OF MA )

) ss.

County of SUFFOLK )

The foregoing document was acknowledged before me this 20 day of December 2017, by BERLIN BROWN, as AVP of LIBERTY ENERGY LLC, a Massachusetts limited liability company.

*Raphaela Regan*  
Notary Public

My Commission Expires:  
3/2023



**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

**BASIS OF BEARINGS:** ASSUMING THE SOUTH LINE OF THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A NO. 6 REBAR WITH A 2 INCH ALUMINUM CAP MARKED "LS 25937 1995" AT THE SOUTHEAST CORNER OF SAID SECTION 21 AND A NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP MARKED "LS 13155 1998" AT THE SOUTH QUARTER CORNER OF SAID SECTION 21 TO BEAR S 89°23'58" W, A DISTANCE OF 2684.63 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID SECTION 21:

THENCE S 89°23'58" W ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 2,684.63 FEET TO SAID SOUTH QUARTER CORNER OF SAID SECTION 21;

THENCE N 00°16'05" W ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,426.59 FEET TO THE NORTHERLY LINE OF SAID 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63 AT PAGE 464 AND THE **POINT OF BEGINNING**;

THENCE N 00°16'05" W CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 1,223.81 FEET TO THE CENTER QUARTER CORNER OF SECTION 21;

THENCE N 00°16'06" W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 21 A DISTANCE OF 2,649.86 FEET TO THE NORTH QUARTER CORNER OF SECTION 21;

THENCE N 89°38'36" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,250.37 FEET TO THE WESTERLY LINE OF SAID 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63 AT PAGE 464;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID DITCH THE FOLLOWING ELEVEN (11) COURSES:

- 12) S 00°49'26" W A DISTANCE OF 411.56 FEET;
- 13) S 00°42'57" W A DISTANCE OF 225.38 FEET;
- 14) S 01°25'12" E A DISTANCE OF 155.38 FEET TO A POINT OF CURVE;
- 15) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 97°55'18", A RADIUS OF 47.00 FEET AND AN ARC LENGTH OF 80.33 FEET;
- 16) N 80°39'30" E A DISTANCE OF 123.80 FEET;
- 17) N 73°56'17" E A DISTANCE OF 64.14 FEET;
- 18) N 74°41'14" E A DISTANCE OF 127.29 FEET;

- 19) N 77°11'24" E A DISTANCE OF 214.63 FEET;
- 20) N 79°40'39" E A DISTANCE OF 294.87 FEET TO A POINT OF CURVE;
- 21) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°50'33",  
A RADIUS OF 575.00 FEET AND AN ARC LENGTH OF 329.60 FEET;
- 22) S 67°28'48" E A DISTANCE OF 260.91 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF  
SAID SECTION 21;

THENCE S 00°29'40" E ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21 A DISTANCE  
OF 471.43 FEET TO THE NORTHERLY LINE OF A PARCEL CONVEYED TO LEFT HAND WATER DISTRICT AS  
DESCRIBED AT RECEPTION NO. 3833970;

THENCE S 89°30'19" W ALONG SAID NORTHERLY LINE A DISTANCE OF 530.00 FEET TO THE NORTHWEST  
CORNER OF SAID PARCEL;

THENCE S 00°29'41" E ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 680.00 FEET TO THE  
SOUTHWEST CORNER OF SAID PARCEL;

THENCE N 89°30'19" E ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 530.00 FEET TO SAID  
EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21;

THENCE S 00°29'40" E ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21 A DISTANCE  
OF 90.15 FEET TO SAID NORTHERLY LINE OF THE 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63  
AT PAGE 464;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THIRTY TWO (32) COURSES:

- 33) S 51°26'38" W A DISTANCE OF 109.05 FEET TO A POINT OF CURVE;
- 34) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 31°10'54",  
A RADIUS OF 375.00 FEET AND AN ARC LENGTH OF 204.08 FEET;
- 35) S 82°37'33" W A DISTANCE OF 226.27 FEET TO A POINT OF CURVE;
- 36) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°34'39",  
A RADIUS OF 525.00 FEET AND AN ARC LENGTH OF 124.41 FEET;
- 37) N 83°47'48" W A DISTANCE OF 212.21 FEET TO A POINT OF CURVE;
- 38) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°51'49",  
A RADIUS OF 565.00 FEET AND AN ARC LENGTH OF 205.74 FEET;
- 39) S 75°20'23" W A DISTANCE OF 6.27 FEET TO A POINT OF CURVE;
- 40) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°53'26",  
A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 89.89 FEET;
- 41) S 52°26'57" W A DISTANCE OF 22.72 FEET TO A POINT OF CURVE;
- 42) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 46°45'36",  
A RADIUS OF 165.00 FEET AND AN ARC LENGTH OF 134.66 FEET;

- 43) S 05°41'21" W A DISTANCE OF 106.91 FEET;
- 44) S 01°41'27" W A DISTANCE OF 92.68 FEET;
- 45) S 01°00'54" W A DISTANCE OF 269.23 FEET TO A POINT OF CURVE;
- 46) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 09°38'04",  
A RADIUS OF 1,075.00 FEET AND AN ARC LENGTH OF 180.76 FEET;
- 47) S 10°38'58" W A DISTANCE OF 50.93 FEET TO A POINT OF CURVE;
- 48) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°50'26",  
A RADIUS OF 1,225.00 FEET AND AN ARC LENGTH OF 124.87 FEET;
- 49) S 16°29'24" W A DISTANCE OF 29.52 FEET TO A POINT OF CURVE;
- 50) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 45°35'42",  
A RADIUS OF 235.00 FEET AND AN ARC LENGTH OF 187.01 FEET;
- 51) S 62°05'05" W A DISTANCE OF 52.47 FEET;
- 52) S 57°50'12" W A DISTANCE OF 48.87 FEET TO A POINT OF CURVE;
- 53) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24°38'29",  
A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 64.51 FEET;
- 54) S 33°11'43" W A DISTANCE OF 111.15 FEET TO A POINT OF CURVE;
- 55) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°47'55",  
A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 128.45 FEET;
- 56) S 69°59'39" W A DISTANCE OF 171.86 FEET TO A POINT OF CURVE;
- 57) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°52'09",  
A RADIUS OF 925.00 FEET AND AN ARC LENGTH OF 207.76 FEET;
- 58) S 57°07'30" W A DISTANCE OF 139.10 FEET TO A POINT OF CURVE;
- 59) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°33'51",  
A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 75.27 FEET;
- 60) S 78°41'20" W A DISTANCE OF 119.10 FEET TO A POINT OF CURVE;
- 61) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°20'04",  
A RADIUS OF 145.00 FEET AND AN ARC LENGTH OF 84.36 FEET;
- 62) N 67°58'36" W A DISTANCE OF 47.24 FEET TO A POINT OF CURVE;
- 63) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°56'55",  
A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 172.54 FEET;
- 64) S 76°04'29" W A DISTANCE OF 23.27 FEET TO THE **POINT OF BEGINNING.**

**EXCEPTING** THEREFROM THAT PARCEL OF LAND DEDICATED TO WELD COUNTY AS A PUBLIC HIGHWAY IN THAT DEED OF DEDICATION RECORDED JULY 22, 1996 AT RECEPTION NO. 2502152.

**SUBJECT** TO THE RIGHTS-OF-WAY FOR COUNTY ROAD NUMBERS 7 AND 8 AS DESCRIBED IN BOOK 86 AT PAGE 273.

SAID DESCRIBED PARCEL OF LAND CONTAINS 149.910 GROSS ACRES, MORE OR LESS.

**EXHIBIT B**

**Exceptions to Special Warranty of Title**

Taxes for the year 2017, and subsequent years; special assessments or charges not certified to the County Treasurer.

Right of way established by the Board of County Commissioners in Transcript of Proceedings recorded October 14, 1889 in Book 86 at Page 273.

Reservations by the Union Pacific Railroad Company of:

- (1) All oil coal and other minerals within or underlying said lands.
- (2) The exclusive right to prospect in and upon said land for oil, coal and other minerals therein, or which may be supposed to therein, and to mine for and remove, from said land, all oil, coal and other minerals which may be found thereon by anyone.
- (3) The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right-of-way to and from such prospect places or mines, and for the convenient and proper operation of such prospect places, mines, and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.
- (4) The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, recorded August 11, 1911 in Deed in Book 320 at Page 61.

Mountain States Telephone and Telegraph Co Easement recorded May 7, 1930 in Book 894 at Page 390.

Agreement recorded September 27, 1940 in Book 1068 at Page 421.

Oil and Gas Lease recorded November 30, 1972 at Reception No. 1602713.

NOTE: Notice of Oil and Gas Interests and Surface Use recorded December 7, 2000 at Reception No. 2811875.

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Agreement Concerning Improvements to County Road #7 Between Esther Swink and Weld County, Colorado recorded January 9, 1996 at Reception No. 2471037.

Easement as contained in Rule and Order recorded March 23, 2012 at Reception No. 3833970.

Memorandum of Agreement recorded October 1, 2014 at Reception No. 4050076.

Right-of-Way and Easement Agreement recorded September 10, 2015 at Reception No. 4141049.

NOTE: First Amendment to Right-of-Way Easement Agreement recorded March 14, 2017 at Reception No. 4285470.

Matters to title, if any, reflected on that certain ALTA/NSPS Land Title Survey, dated June 30, 2017, and last revised December 19, 2017 prepared by Baseline Engineering, under Job No. 15313.

Right-of-Way Grant recorded April 30, 2015 at Reception No. 4103128