

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: <u>www.erieco.gov</u>

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: LAFFERTY FARM ANNEXATION

PROJECT ADDRESS: 12166 Jay Rd. Erie, CO 80516

PROJECT DESCRIPTION:

The intent will be to Annex and Zone the property to the Town of Erie as LR zoning. Upon completion of this process The owner/developer shall process for sketch plan, preliminary plat and final plat approval of a residential community

LEGAL DESCRIPTION (attach legal description if Metes & Subdivision Name: Attached	a Bounds)
Filing #: Lot #: Block #:	Section: Township: Range:
OWNER (attach separate sheets if multiple) Name/Company: See attached for all owners	AUTHORIZED REPRESENTATIVE Company/Firm: Stratus Companies
Contact Person: Keith Lafferty	Contact Person: Roger Hollard
Address: 12166 Jay Road	Address: 8480 E Orchard Rd suite 1100
City/State/Zip: Erie CO 80516	City/State/Zip: Greenwood Village, CO 80111
Phone: 720-883-7252 Fax:	Phone: 303-726-2147 Fax:
E-mail: laffertyfarm@msn.com	E-mail: rhollard@stratuscapcorp.com
MINERAL RIGHTS OWNER (attach separate sheets if mu Name/Company: See attached for all owners	Itiple) MINERAL LEASE HOLDER (attach separate sheets if multiple) Name/Company: None
Address:	Address:
City/State/Zip:	City/State/Zip:
LAND-USE & SUMMARY INFORMATION Present Zoning: AG - Boulder County	Gross Site Density (du/ac): 5 du/ac
Proposed Zoning: LR - (Low Density Residential)	# Lots/Units Proposed: 195 maximum
Gross Acreage: 39.665 acres	Gross Floor Area: N/A
SERVICE PROVIDERS	
Electric: XCEL Energy	Gas: XCEL Energy
Metro District: N/A	Fire District: Mountain View Fire
Water (if other than Town): Erie	Sewer (if other than Town): Erie

PAGE TWO MUST BE SIGNED AND NOTARIZED

	DEV	ELOPMEN	T REVIEW FEES	A CALL CONTRACTOR
ANNEXATION			SUBDIVISION	
Major (10+ acres)		\$ 4000.00	Sketch Plan	\$ 1000.00 + 10.00 per lot
□ Minor (less than 10 acres)	\$ 2000.00	Preliminary Plat	\$ 2000.00 + 40.00 per lot
Deannexation		\$ 1000.00	Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN	MENDMENT		Minor Subdivision Plat	\$ 2000.00
Major		\$ 3000.00	Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
Minor		\$ 1200.00	Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING			Road Vacation (paper)	\$ 100.00
Rezoning	\$ 1700.00 + 1	0.00 per acre	SITE PLAN	
PUD Rezoning	\$ 1700.00 + 1	0.00 per acre	Residential	\$ 1400.00 + 10.00 per unit
PUD Amendment	\$ 1700.00 + 1	0.00 per acre	Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
Major PD Amendment	\$ 3700.00 + 1	0.00 per acre	Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
Minor PD Amendment		\$ 500.00	Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE			Amendment (major)	\$ 1100.00
Major		\$ 1000.00	Amendment (minor)	\$ 350.00
Minor		\$ 400.00	VARIANCE	\$ 600.00
🗆 Oil & Gas		\$ 1200.00	SERVICE PLAN	\$ 10,000.00
All food include both Tour	of Frie Disarias	0 5	roview. These fees de not ing	

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: 4TTS/W	Date: 3 - 1 - 19	
Owner:	Date:	
Applicant:	Date:	
STATE OF COLORADO) County of <u>Ballaly</u>) ss. The foregoing instrument was acknowledged me this <u>1</u> st day of <u>March</u> , by <u>Keith Blain Latterty</u>	before 20 <u>4</u> ,	
My commission expires: 225200 . Witness my hand and official seal.	NANCY ALPIZAR NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20164007829	pzan
LAND USE APPLICATION FORM – 12 December	2007 COMINGOION EAFINES FEDRUART 25, 2020	Page 2 of 2

DEVELOPMENT REVIEW FEES				
ANNEXATION			SUBDIVISION	
☑ Major (10+ acres)		\$ 4000.00	Sketch Plan	\$ 1000.00 + 10.00 per lot
□ Minor (less than 10 acres)	\$ 2000.00	Preliminary Plat	\$ 2000.00 + 40.00 per lot
Deannexation		\$ 1000.00	Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN A	MENDMENT		Minor Subdivision Plat	\$ 2000.00
Major		\$ 3000.00	Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
Minor		\$ 1200.00	Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING			Road Vacation (paper)	\$ 100.00
☑ Rezoning	\$ 1700.00 + 1	0.00 per acre	SITE PLAN	
PUD Rezoning	\$ 1700.00 + 1	0.00 per acre	Residential	\$ 1400.00 + 10.00 per unit
D PUD Amendment	\$ 1700.00 + 1	0.00 per acre	□ Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
Major PD Amendment	\$ 3700.00 + 1	0.00 per acre	Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
Minor PD Amendment		\$ 500.00	Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE			Amendment (major)	\$ 1100.00
Major		\$ 1000.00	Amendment (minor)	\$ 350.00
Minor		\$ 400.00	VARIANCE	\$ 600.00
Oil & Gas		\$ 1200.00	SERVICE PLAN	\$ 10,000.00
All fees include both Town	of Erie Planning	& Engineering	review These fees do not inc	lude referral agency review

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: V hallie Thur	Nan Date: 3-1-1	9
Owner:	Date:	
Applicant:	Date:	
STATE OF COLORADO) County of $BOUQUY$) ss. The foregoing instrument was acknowledged before me this 1^{51} day of $1000000000000000000000000000000000000$		
My commission expires: 225220 Witness my hand and official seal.	NANCY ALPIZAR NOTARY PUBLIC	ngllpisar
LAND USE APPLICATION FORM – 12 December 2007	STATE OF COLORADO NOTARY ID 20164007829 MY COMMISSION EXPIRES FEBRUARY 25, 2020	Page 2

of 2

DEV	ELOPMEN	T REVIEW FEES	
		SUBDIVISION	
	\$ 4000.00	Sketch Plan	\$ 1000.00 + 10.00 per lot
	\$ 2000.00	Preliminary Plat	\$ 2000.00 + 40.00 per lot
	\$ 1000.00	Final Plat	\$ 2000.00 + 20.00 per lot
IENDMENT		Minor Subdivision Plat	\$ 2000.00
	\$ 3000.00	Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
	\$ 1200.00	Road Vacation (constructed)	\$ 1000.00
		Road Vacation (paper)	\$ 100.00
\$ 1700.00 + 1	0.00 per acre	SITE PLAN	
\$ 1700.00 + 1	0.00 per acre	Residential	\$ 1400.00 + 10.00 per unit
\$ 1700.00 + 1	0.00 per acre	Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
\$ 3700.00 + 1	0.00 per acre	Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
	\$ 500.00	Non-Resi. (<2,000 sq. ft.)	\$ 200.00
		Amendment (major)	\$ 1100.00
	\$ 1000.00	Amendment (minor)	\$ 350.00
	\$ 400.00	VARIANCE	\$ 600.00
	\$ 1200.00	SERVICE PLAN	\$ 10,000.00
	4ENDMENT \$ 1700.00 + 1 \$ 1700.00 + 1 \$ 1700.00 + 1	\$ 4000.00 \$ 2000.00 \$ 1000.00 4ENDMENT \$ 3000.00 \$ 1200.00 \$ 10.00 \$ 10.00 \$ 10.00 \$ 10.00 \$ 10.00 \$ 1000.00 \$ 1000.0	\$ 4000.00 □ Sketch Plan \$ 2000.00 □ Preliminary Plat \$ 1000.00 □ Final Plat Image: All states of the st

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 Owner:

SS.

Date: 🧲

Date:

Date:

STATE OF COLORADO

Applicant:

County of MACY

The foregoing instrument was acknowledged before

day of me this 20 6

My commission expires: 215 1070 Witness my hand and official seal.

LAND USE APPLICATION FORM - 12 December 2007

Notary Public

NANCY ALPIZAR NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20164007829 MY COMMISSION EXPIRES FEBRUARY 25, 2020

Page 2 of 2

STRATUS COMPANIES

8480 E Orchard Road ste 1100 Greenwood Village CO 80111

LAFFERTY FARM ANNEXATION LETTER OF INTEREST

Town of Erie Board of Trustees

March 1, 2019

Dear Trustees:

Stratus Companies along with the owners of the property, is pleased to present this request to annex the Lafferty Farm property into the Town on Erie.

The Property is located just to the south west of the intersection of Jay Road and 123rd St., immediately south of the old UPRR spur line (currently owned by RTD) and adjacent to the Canyon Creek PUD. The property consists of approximately 39.7 acres.

The Town of Erie Comprehensive Plan has identified the property as future LDR – Low Density Residential, with a projected density of 2-6 du per acre. It is the applicant's intent to Zone the property LR consistent with the Comp Plan concurrent with Annexation, with a maximum density of 5 du per acre.

Upon successful Annexation and Zoning, an application for Sketch Plan, Preliminary Plat and Final Plat will be submitted for consideration.

With the development of the property Jasper Road will be completed between Canyon Creek and Jay Road, sewer and water infrastructures will be extended pursuant to Erie's master utility study and Erie's spine trail will be extended along the north edge of the property in, or adjacent to, the RTD Right of way.

Thank you for your consideration in reviewing this application.

Roger Hollard Stratus Companies

STRATUS COMPANIES

8480 E Orchard Road ste 1100 Greenwood Village CO 80111

LAFFERTY FARM ANNEXATION ANNEXATION IMPACT REPORT

Town of Erie Board of Trustees

March 1, 2019

Dear Trustees:

Attached please find related maps for the impact of this annexation to the Town of Erie. Included is information related to the property location, utility information and existing land use patterns.

The petitioner will be coordinating an annexation agreement with the town in preparation for annexation.

As applications for Sketch Plan, Preliminary and Final Plat is made subsequent to annexation, provisions for required public infrastructure and related matters will be memorialized in all applicable Subdivision Improvement Agreements required by the Town.

It is the petitioner's intention that concurrent with the subsequent land use processes an application to form a metropolitan district for funding of public infrastructure be processed. Other than St Vrain Valley school district, Mountain View Fire protection district, Northern Colorado Water district and Urban Drainage and Flood Control district the property is not located in any current metropolitan districts.

As stated, the property is in the St Vrain Valley RE-IJ school district and served by the following schools: Red Hawk Elementary, Erie Middle School and Erie High School. Dependent on the final number of homes created in the community it is anticipated that up to 125 new students will be participating in the relevant schools. The petitioner will coordinate with St Vrain during subsequent applications to determine the impacts to the school district and actions required to mitigate any concerns.

Thank you for your consideration in reviewing this application.

Roger Hollard Stratus Companies Memo:

All of Lafferty's buildings have permits besides the buildings that were built in the early 1900's, because Boulder County was not permitting at that time. All structures on the property are noted in their system.



Parcel Report

Land Use Department Courthouse Annex 2045 13th St. - 13th & Spruce Streets P.O. Box 471 Boulder Colorado 80306-0471 www.bouldercounty.org Planning 303-441-3930 Building 303-441-3925

Parcel Number 146513000049	Section 13	Township 1N	Range 69	
Subdivision				

EAST COUNTY

SITE ADDRESS (1) R0052411 12166 JAY RD UNINCORPORATED, 80516

OWNER INFORMATION (2)

Account	Name	Mailing Address	
R0052411	LAFFERTY KEITH B & NICOLE ET AL	12166 JAY RD, ERIE, CO 80516	
		, , ,	
R0052411	NEWMAN VICKIE L ET AL	3	

LOCATION INFORMATION

Note: The estimate acres will likely not match the recorded acreage of the property, please see the legal description, plat, or deed for the actual acreage. Because of small inconsistencies in the locations of lines in the map layers, this location information searches may show information from adjacent parcels even though no overlap is visible on the screen.

View the map at an approprate scale to resolve any uncertainty.

	On or Adjacent to Parcel	×
Estimated Area	1,690,998 (38.82a.)	
Zoning	A (38.82 Acres)	
Floodplain	Boulder County: NOT PRESENT FEMA: X (38.82 Acres)	
Open Space Ownership	NOT PRESENT	Photo not available
County Plats	NOT PRESENT	
Wind and Snow Load	130 mph. 40 lbs/sqft.	
Fire Protection	MOUNTAIN VIEW FIRE	

	LEGAL DESCRIPTION (1)	ACRE	S
R0052411	TR 3310 13-1N-69 36.73 AC M/L 3 IMPS MH ON PAGE 3	R0052411	27.00
		R0052411	9.00

PERMIT AND DOCKET HISTORY (11)

Note: Parcel numbers and addresses may change over time. Only permits/dockets with the exact same parcel number or address at the time of application are shown.

On Parcel Number: 146513000049

	On Parcel Number	er: 146513000049		
Permit/Docket Parcel Numbers(s)	Type Permit/Docket Address(es)	Application Name Application Date	Application Status	Status Date Permit Value
BP-09-0334	Oil and Gas Development	12166 Jay Rd		
146513000049	12166 Jay	3/30/2009	Withdrawn	5/15/2009
Drill & Complete	3 Oil & Gas Wells (DPR-08-011, DPR-08-012	, & DPR-08-013		\$15000.00
BP-08-1695	Oil and Gas Development			
146513000049	4128 119TH	10/22/2008	Withdrawn	12/9/2008
DRILL & COMP	LETE OIL & GAS WELL #3 (DPR-08-013) (WI	THDRAWN)		\$15000.00
BP-08-1694	Oil and Gas Development			
146513000049	4128 119TH	10/22/2008	Withdrawn	12/9/2008
DRILL & COMP	LETE OIL & GAS WELL (DPR-08-012) (WITH	DRAWN)		\$15000.00
BP-08-1693	Oil and Gas Development			
146513000049	4128 119TH	10/22/2008	Withdrawn	12/9/2008
DRILL & COMP	LETE OIL & GAS WELL #1 (DPR-08-011) (WI	THDRAWN)		\$15000.00
DPR-08-012	Development Plan Review	SHAFFER-NE	VMAN 2-4-13	
146513000049	4128 119th	7/10/2008		
Development Pla	an Review for a new access and flowlines in o	rder to drill and c	complete (3) new gas wells.	

DPR-0	8-013		Development P	lan Review		SHAFFE	R-NEWMAN 4	1-6-13	
14651			4128 119th			7/3/2008			
	pment	Plar		ew access an	d flowlines ir		and complete	e (3) new gas wells.	
DPR-0			Development P	lan Review		SHAFFE	R NEWMAN 2	23-13	
14651	300004		4128 119th			7/3/2008			
Develo	pment	Plar	n Review for a n	ew access an	d flowlines ir	n order to drill	and complete	e (3) new gas wells.	
BP-84			Moved in Resid				· · ·		
146513	300004	19	12166 JAY			3/3/1953			
MOBIL	E HO	ИE							\$60000.00
BP-79	-0840		Electrical Servic	ce Change					
146513	300004	19	12166 JAY			3/3/1953			
REWIE	RE EXI	ST E	BARN						
BP-77	-21571		Moved in Resid	ence					
146513	300004	19	12166 JAY			3/3/1953			
AG MC	ОНО								
NEWP	-1900-	•	OWTS New Sys	stem					
146513	300004	19	12166 JAY			1/1/1900	Systen	n Approved	1/1/2010
							•		
					RECEN	T DEEDS (5)			
Date		/pe	Reception No	Amount	Grantor			Grantee	
9/26/200		2D	2807661	\$0	LAFFER	TY KEITH B &	& NICOLE L	NEWMAN VICKIE L 7 KEITH B	5 PCT INT &
7/21/199		۶٦ ۲	1825860-1	\$0					
7/21/199)C	1825859	\$0					
4/28/199		VD	1796071-2	\$0					
5/28/199	97 V	VD	1701454-5	\$0					
				ASSESS	SOR'S STRL	ICTURE INF	ORMATION		
Account R00524		ARM	1/RANCH RESII OVEMENTS	DENTIAL		^{Design} 1 Story - Ra	inch	Year Built 1925	Remodeled
1	SUBTE	FLĊ ERR/	tion OR (ABOVE GI ANEAN BASEM D PORCH ARE/	ENT UNFINIS			ROOF_DSN FOUNDATIO	CENT: 5% LAND RATI	
Account R00524		ΙΑΝι		OUSING		Design DOUBLE W	IDE	Year Built 1985	Remodeled
	Floor Area	Descrip	OVEMENTS tion OR (ABOVE GI	ROUND) FINI	SHED AREA	Size 1848	Structure Informatio	n	
Account R00524	Cla 11 C		R BLDGSAG	RICULTURAL		Design FARM UTIL	ITY BUILDING	Year Built G 1925	Remodeled
	Floor Area		tion LITY BUILDING			Size 364	Structure Informatio	n	
Account R00524	Cla 11 C		R BLDGSAGF	RICULTURAL		Design OPEN CAT	TLE SHED	Year Built 1925	Remodeled
	Floor Area		tion TLE SHED			Size 360	Structure Informatio	n	
Account R00524	Cla 11 C		R BLDGSAG	RICULTURAL		Design FARM UTIL	ITY BUILDING	Year Built G 1925	Remodeled
	Floor Area		tion LITY BUILDING			^{Size} 168	Structure Informatio	n	

FARM UTILITY BUILDING

Year Built Remodeled 1925 0

Floor Area I FARM	Description UTILITY BUILD	ING		Size 2574	Structure Information				
	ESTIMATED R	ESIDENTIAL	FLOOR AREA				ROOMS	5	
Floor Area Description Account Number R0052411 Building Number 1			Size	Account R0052411	Bld 1	Rooms 5	Bed 3	Bath Bath 3/4 Bat 1	
	(ABOVE GROL	JND) FINISHE	ED AREA	1032					
	AN BASEMENT			696		ΤΑΧΙ	NG DIST	TRICT	Г
NCLOSED PO				360	COUNTY				
				2088	BOULDER CO				
uilding Numbe	er 2				BOULDER COUNTY CAPITAL EXPEND FUND BOULDER COUNTY CONTINGENCY FUND				
-	(ABOVE GROU	JND) FINISHE	ED AREA	1848	BOULDER COU	NTY DE	VEL DISA	BILITY	(FUND
		,		1848	BOULDER COU				
					BOULDER COU BOULDER COU			-	
AC	COUNT ASSES	SED VALUE			BOULDER COU	INTY PU	BLIC WEI	FARE	
ccount	Land	Structures	Total		BOULDER COU BOULDER COU				
0052411	\$41,100	\$312,600	\$353,700		BOULDER COU				
					BOULDER COU				
					BOULDER COU BOULDER COU				
					FIRE PROTE				
					MOUNTAIN VIE		-	-	ICT BOND
					REDEMPTION			-	
					MOUNTAIN VIE OPER	W FIRE	RESCUE	DISTR	ICT GENERAL
					MOUNTAIN VIE	W FIRE	RESCUE	DISTR	ICT PENSION
					MOUNTAIN VIE			DISTR	ICT REFUND
					SCHOOL DIS				
					ST VRAIN RE-1 ST VRAIN RE1J			-	e
					ST VRAIN RE1			-	5
					ST VRAIN RE1.			-	
					ST VRAIN RE1J ST VRAIN RE1J			ATING	6
					SOIL CONSE				T.
					BOULDER CON			-	
					TRANSPOR				
					RTD GENERAL	-	-		
					UNINCORP				
							HOLDEF	R DISTI	RICT
					WATER DIS	-			
					LEFTHAND WA				OBLIG
					URBAN DRAIN	-		-	

Report Date: 8/1/2019 10:12:28 AM

LU_ParcelReport_v3

LAFFERTY ANNEXATION TO THE TOWN OF ERIE DESCRIPTION

A PARCEL IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13, SAID TO BEAR NORTH 00°04'38" WEST, A DISTANCE OF 1316.98 FEET, FROM THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13 MONUMENTED BY A 2" ALUMINUM CAP, 0.3' BELOW ASPHALT ROADWAY, STAMPED "A.M. HASCALL, 6TH PM, PLS 23500 1995, 16TH, R69W", DAMAGED TO THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13 MONUMENTED BY A 2.5" ALUMINUM CAP, 0.4' DOWN IN A RANGE BOX WITH NO LID, TOP OF RANGE BOX IS 0.2' BELOW ASPHALT ROADWAY, STAMPED "CIVIL ARTS, T1N, 1/4, S14 | S13, R69W, 2016, PLS 25379"

COMMENCING (P.O.C.) AT SAID NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13; THENCE SOUTH 00°04'38" EAST ALONG SAID WEST LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13, A DISTANCE OF 998.60 FEET; THENCE SOUTH 89°15'38" EAST, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF N 119TH STREET, ALSO BEING THE POINT OF BEGINNING (P.O.B.);

THENCE NORTH 00°04'38" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 22.60 FEET;

THENCE SOUTH 89°15'38" EAST, A DISTANCE OF 1290.12 FEET;

THENCE NORTH 00°04'38" WEST, A DISTANCE OF 949.29 FEET;

THENCE NORTH 89°42'02" EAST, A DISTANCE OF 528.59 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 2764.79 FEET AND A CENTRAL ANGLE OF 16°59'16", SUBTENDED BY A CHORD WHICH BEARS SOUTH 81°48'20" EAST, A DISTANCE OF 816.74 FEET;

THENCE EASTERLY ALONG THE ARC A DISTANCE OF 819.74 FEET TO THE EAST LINE OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 13, WHENCE THE CENTER CORNER OF SAID SECTION 13 BEARS NORTH 00°09'52" WEST, A DISTANCE OF 138.65 FEET;

THENCE SOUTH 00°09'52" EAST ALONG SAID EAST LINE, A DISTANCE 1182.60 FEET TO THE SOUTHEAST CORNER OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 13;

THENCE NORTH 89°30'10" WEST ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 13, A DISTANCE OF 1329.43 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 13;

THENCE NORTH 89°30'20" WEST ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE SW 1/4 OF SECTION 13, A DISTANCE OF 9.39 FEET;

THENCE NORTH 00°04'38" WEST, A DISTANCE OF 312.74 FEET;

THENCE NORTH 89°15'38" WEST, A DISTANCE OF 1290.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL DESCRIPTION CONTAINS 1,727,789 SQUARE FEET (39.665 ACRES), MORE OR LESS.

COUNTY OF BOULDER, STATE OF COLORADO.

I HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

ERIC D. CARSON, PLS

PREPARED FOR AND ON BEHALF OF CWC CONSULTING GROUP INC. 9360 TEDDY LANE, SUITE #203 LONE TREE, COLORADO 80124 PHONE: (303) 395-2700



First American

ALTA Commitment for Title Insurance

ISSUED BY

Commitment

First American Title Insurance Company

File No: 5509-3131428A

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Alfran Prol.

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

	1	
Form 5030008 (5-18-17)	Page 1 of 12	ALTA Commitment for Title Insurance (8-1-16)
10111 3030000 (3 10 17)		ALTA Communent for fully insurance (0 1 10)
		Colorado
		Colorado

COMMITMENT CONDITIONS

1. DEFINITIONS

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 2 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 3 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado

DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

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

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 4 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado

requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

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

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

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

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 5 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5509-3131428A

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company Issuing Office: 7887 East Belleview Avenue, Ste 170 Englewood, CO 80111

Commitment No.: 5509-3131428A Property Address: 12166 Jay Road, Erie , CO 80516 Revision No.: **1- Updated effective date** Issuing Office File No.: 5509-3131428A

SCHEDULE A

- 1. Commitment Date: March 08, 2019 8:00 AM
- 2. Policies to be issued:
 - (a) ⊠ ALTA® Owner's Policy (6-17-06)
 Proposed Insured:TBD
 Proposed Policy Amount: \$0.00
 - (b) □ ALTA® Loan Policy (6-17-06) Proposed Insured: Proposed Policy Amount: \$
- 3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

- 4. The Title is, at the Commitment Date, vested in: Keith B. Lafferty and Nicole L. Lafferty and Vickie L. Newman, as their interests may appear
- 5. The Land is described as follows:

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

Premiums:

Owner's Policy: \$ Lender's Policy: \$ Tax Certificate Fee: \$ Endorsement(s): \$

TBD Fee: \$100.00

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 6 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado



ALTA Commitment for Title Insurance

First American Title Insurance Company

File No: 5509-3131428A

Commitment No.: 5509-3131428A

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
- 6. Evidence that all assessments for common expenses, if any, have been paid.
- 7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
- 8. The Company requires a five day notification prior to closing to update the information within this commitment.
- 9. Receipt by the Company of a true and accurate Legal Description prepared and certified by a licensed surveyor, of the property to be insured hereunder. This commitment is subject to further requirements and/or exceptions upon review.
- 10. Easement or license from the Regional Transportation District granting access to and from the Land satisfactory to the Company and suitable for recording.
- 11. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2A.
- 12. Recordation of a Release of the Deed of Trust from Keith B Lafferty and Nicole L Lafferty to the Public Trustee of Boulder County for the use of Capwest Mortgage Corporation to secure an indebtedness in

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 7 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado

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

the principal sum of \$250,000.00, and any other amounts and/or obligations secured thereby, dated June 11, 2004 and recorded July 6, 2004 at Reception No. 2604253.

NOTE: Assignment of Deed of Trust to Oak Street Mortgage LLC recorded November 15, 2004 at Reception No. 2642508.

NOTE: Assignment of Deed of Trust to Mortgage Electronic Registration Systems, Inc. recorded November 15, 2004 at Reception No. 2642509.

13. Recordation of a Release of the Deed of Trust from Keith B. Lafferty, Nicole L. Lafferty and Vickie L. Newman to the Public Trustee of Boulder County for the use of Homecomings Financial, LLC f/k/a Homecomings Financial Network, Inc. to secure an indebtedness in the principal sum of \$300,000.00, and any other amounts and/or obligations secured thereby, dated November 7, 2007 and recorded November 19, 2007 at Reception No. 2895408.

NOTE: Assignment of Deed of Trust to GMAC Mortgage, LLC recorded July 13, 2011 at Reception No. 03158903.

NOTE: Assignment of Deed of Trust to Ocwen Loan Servicing, LLC recorded January 14, 2014 at Reception No. 03361899.

NOTE: Assignment of Deed of Trust to Nationstar Mortgage LLC, a Delaware limited liability company recorded April 18, 2016 at Reception No. 03512656.

14. Receipt of a satisfactory ALTA/NSPS Land Title Survey, approved by the Company.

NOTE: Exception will be taken to any adverse matters disclosed thereby.

NOTE: This Commitment is subject to such further Exceptions and Requirements as may appear necessary when the instruments called for above have been recorded and the name of the Grantee has been disclosed.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 8 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado



ALTA Commitment for Title Insurance

Schedule BI & BII (Cont.)

First American Title Insurance Company

File No: 5509-3131428A

Commitment No.: 5509-3131428A

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 2. Easements, or claims of easements, not shown by the Public Records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

- 6. Any and all unpaid taxes, assessments and unredeemed tax sales.
- 7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
- 8. Any water rights, claims of title to water, in, on or under the Land.
- 9. Any existing leases or tenancies.

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 9 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado

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

- 10. Right of way for Union Pacific Railroad along northerly boundary of subject property as it exists within the North half of the Southwest quarter and as reserved in Deed recorded May 7, 1879 in Book 57 at Page 312, and any rights of interests of the railroad in and to said land.
- 11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way recorded November 27, 1957 in Book 1062 at Page 176.
- 12. Water and ditch rights as conveyed by Warranty Deed recorded June 30, 1967 at Reception No. 850827, and any and all assignments thereof or interests therein.
- 13. An easement for access and incidental purposes granted to Grady L. Persons and Leah F. Persons, as set forth in an instrument recorded September 8, 1975 at Reception No. 150419.
- 14. Oil and Gas Lease recorded February 5, 1981 at Reception No. 433309, and any and all assignments thereof or interests therein.

NOTE: Declaration of Unitization in connection therewith recorded April 16, 1982 at Reception No. 490989 and Amendment to Declaration of Unitization recorded September 14, 1992 at Reception No. 01219237.

NOTE: Amendment to Lease in connection therewith recorded September 29, 1982 at Reception No. 513505.

NOTE: Notice of Right to Use Surface of Lands and Request for Notice of Development in connection therewith recorded August 19, 2005 at Reception No. 2714773.

NOTE: Affidavit of Extension of Oil and Gas Lease(s) by Production in connection therewith recorded October 21, 2011 at Reception No. 3800440 (Weld County records) and February 13, 2012 at Reception No. 03202413.

NOTE: Wellbore Specific Declaration of Pooling in connection therewith recorded February 5, 2013 at Reception No. 03287551.

- 15. Terms, conditions, provisions, obligations and agreements as set forth in the Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company Concerning Underground Facilities recorded June 25, 1986 at Reception No. 00768891.
- 16. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Northern Colorado Water Conservancy District, as evidenced by instrument recorded February 7, 1992 at Reception No. 01159956 and 001159957.
- 17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Sewer Line Easement to Erie Water and Sanitation District recorded November 21, 1994 at Reception No. 01479810.
- 18. Terms, conditions, provisions, obligations and agreements as set forth in the Notice of Right to Use Surface of Lands recorded December 24, 1996 at Reception No. 01666171.
- 19. Terms, conditions, provisions, obligations and agreements as set forth in the Order recorded March 28, 2006 at Reception No. 2766083.

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 10 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado

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

- 20. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded April 11, 2006 at Reception No. 2769128.
- 21. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded October 23, 2007 at Reception No. 2890878.
- 22. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. 2900941.
- 23. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Surface Damage and Release Agreements recorded April 18, 2008 at Reception No's. 2924290, 2924291 and 2924292.
- 24. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Application for Development recorded July 12, 2016 at Reception No. 03529919.
- 25. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Agreement recorded April 19, 2018 at Reception No. 3651404.
- 26. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Agreement recorded October 12, 2018 at Reception No. 3680925.
- 27. Any portion lying within County Road 42, Jay Road and/or the Union Pacific Railroad Right of Way.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 11 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado



ISSUED BY First American Title Insurance Company

File No: 5509-3131428A

File No.: 5509-3131428A

The Land referred to herein below is situated in the County of Boulder, State of Colorado, and is described as follows:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID N1/2SW1/4 WHICH IS 998.60 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH, ALONG THE WEST LINE OF SAID N1/2SW1/4, 330.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°11' EAST ALONG THE SOUTH LINE OF SAID N1/2SW1/4, 1320.00 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID N1/2SW1/4, 330.00 FEET; THENCE NORTH 89°11' WEST PARALLEL WITH THE SOUTH LINE OF SAID N1/2SW1/4, 1320.00 FEET, TO THE TRUE POINT OF BEGINNING,

AND ALSO EXCEPT, A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 13, 50.70 FEET SOUTH OF THE NORTHWEST CORNER OF THE SW1/4 OF SAID SECTION 13; THENCE SOUTH 89°46' EAST, 1320.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 949.50 FEET; THENCE NORTH 89°11' WEST, 1320.00 FEET TO THE WEST LINE OF SAID SECTION; THENCE NORTH ALONG SAID WEST LINE 925.30 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF BOULDER, STATE OF COLORADO.

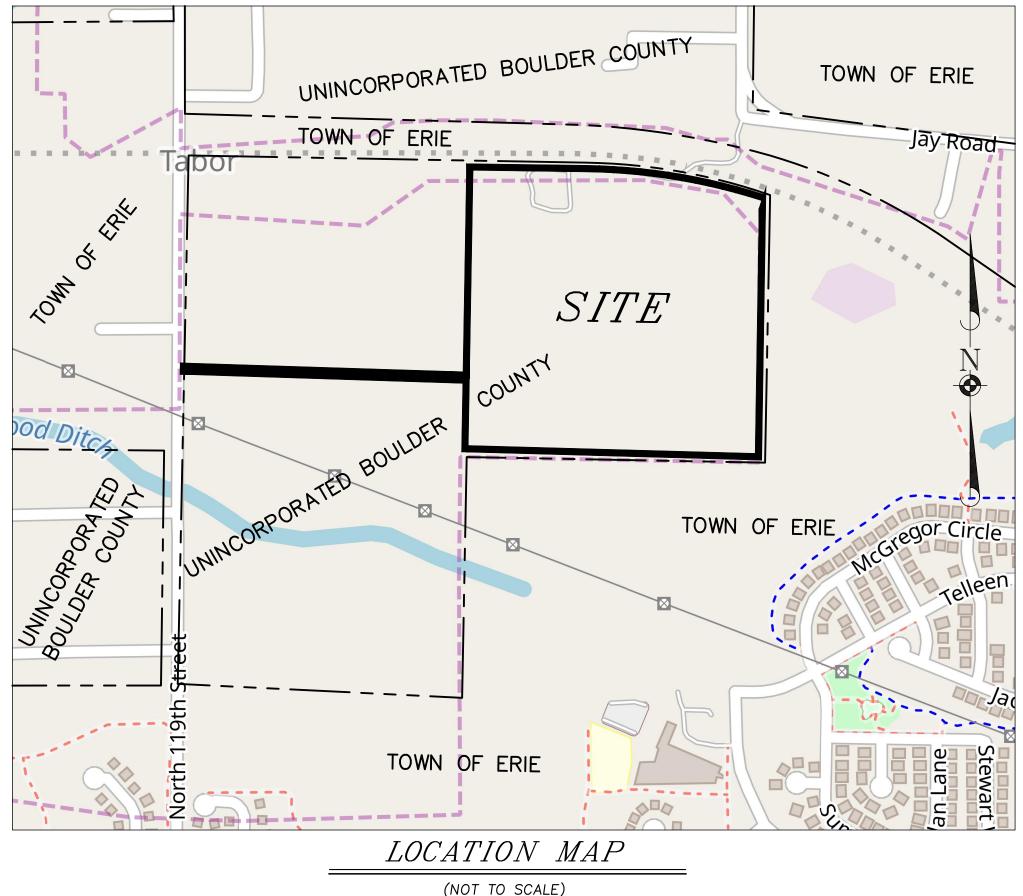
NOTE: THE ABOVE LEGAL DESCRIPTION WILL BE AMENDED UPON SATISFACTION OF THE REQUIREMENTS HEREIN SET FORTH.

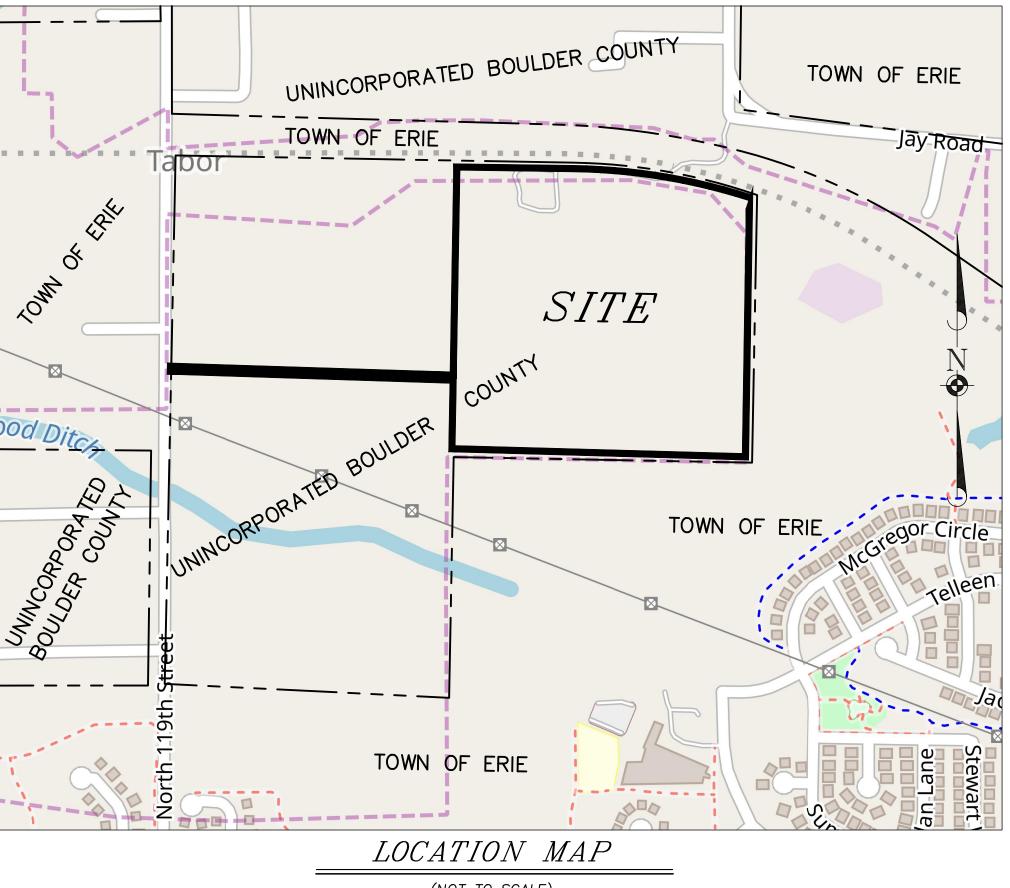
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions;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

Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 5030008 (5-18-17)	Page 12 of 12	ALTA Commitment for Title Insurance (8-1-16)
		Colorado







ANNEXATION DESCRIPTION

A PARCEL IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13, SAID TO BEAR NORTH 00°04'38" WEST, A DISTANCE OF 1316.98 FEET, FROM THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13 MONUMENTED BY A 2" ALUMINUM CAP, 0.3' BELOW ASPHALT ROADWAY, STAMPED "A.M. HASCALL, 6TH PM, PLS 23500 1995, 16TH, R69W", DAMAGED TO THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13 MONUMENTED BY A 2.5" ALUMINUM CAP, 0.4' DOWN IN A RANGE BOX WITH NO LID, TOP OF RANGE BOX IS 0.2' BELOW ASPHALT ROADWAY, STAMPED "CIVIL ARTS, T1N, 1/4, S14 | S13, R69W, 2016, PLS 25379"

COMMENCING (P.O.C.) AT SAID NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13; THENCE SOUTH 00°04'38" EAST ALONG SAID WEST LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 13, A DISTANCE OF 998.60 FEET; THENCE SOUTH 8915'38" EAST, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF N 119TH STREET, ALSO BEING THE POINT OF BEGINNING (P.O.B.);

THENCE NORTH 00°04'38" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 22.60 FEET

THENCE SOUTH 89'15'38" EAST, A DISTANCE OF 1290.12 FEET; THENCE NORTH 00°04'38" WEST, A DISTANCE OF 949.29 FEET;

THENCE NORTH 89'42'02" EAST, A DISTANCE OF 528.59 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 2764.79 FEET AND A CENTRAL ANGLE OF 16*59'16", SUBTENDED BY A CHORD WHICH BEARS SOUTH 81'48'20" EAST, A DISTANCE OF 816.74 FEET;

THENCE EASTERLY ALONG THE ARC A DISTANCE OF 819.74 FEET TO THE EAST LINE OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 13, WHENCE THE CENTER CORNER OF SAID SECTION 13 BEARS NORTH 00'09'52" WEST, A DISTANCE OF 138.65 FEET; THENCE SOUTH 00'09'52" EAST ALONG SAID EAST LINE, A DISTANCE 1182.60 FEET TO THE

SOUTHEAST CORNER OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 13; THENCE NORTH 89'30'10" WEST ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 13, A DISTANCE OF 1329.43 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 13; THENCE NORTH 89'30'20" WEST ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE SW 1/4 OF

SECTION 13, A DISTANCE OF 9.39 FEET; THENCE NORTH 00°04'38" WEST, A DISTANCE OF 312.74 FEET; THENCE NORTH 8915'38" WEST, A DISTANCE OF 1290.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL DESCRIPTION CONTAINS 1,727,789 SQUARE FEET (39.665 ACRES), MORE OR LESS.

COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION

THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID N1/2SW1/4 WHICH IS 998.60 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH, ALONG THE WEST LINE OF SAID N1/2SW1/4, 330.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89"11' EAST ALONG THE SOUTH LINE OF SAID N1/2SW1/4, 1320.00 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID N1/2SW1/4, 330.00 FEET; THENCE NORTH 89"11' WEST PARALLEL WITH THE SOUTH LINE OF SAID N1/2SW1/4, 1320.00 FEET, TO THE TRUE POINT OF BEGINNING,

. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID TO BEAR NORTH 00'04'38" WEST, A DISTANCE OF 1316.98 FEET, FROM THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE AND ALSO EXCEPT, A TRACT DESCRIBED AS FOLLOWS: SOUTHWEST ONE-QUARTER OF SECTION 13 BEING MONUMENTED BY A 2" ALUMINUM CAP, 0.3' BELOW ASPHALT ROADWAY, STAMPED "A.M. HASCALL, 6TH PM, PLS 23500 1995, 16TH, R69W", BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 13, 50.70 FEET SOUTH OF THE DAMAGED, TO THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST CORNER OF THE SW1/4 OF SAID SECTION 13; THENCE NORTH 89*46' EAST, 1320.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 13, A SOUTHWEST ONE-QUARTER OF SECTION 13 BEING MONUMENTED BY A 2.5" ALUMINUM CAP, 0.4' DOWN IN A RANGE BOX WITH NO LID, TOP OF RANGE BOX IS 0.2' BELOW ASPHALT ROADWAY, DISTANCE OF 949.50 FEET; THENCE NORTH 89'11' WEST, 1320 FEET TO THE WEST LINE OF STAMPED "CIVIL ARTS, T1N, 1/4, S14 | S13, R69W, 2016, PLS 25379". SAID SECTION; THENCE NORTH ALONG SAID WEST LINE 925.30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT REGIONAL TRANSPORTATION DISTRICT RIGHT-OF-WAY (FORMERLY U.P.R.R. RIGHT-OF-WAY) AND RIGHT-OF-WAY FOR NORTH 119TH STREET. COUNTY OF BOULDER,

STATE OF COLORADO.

(PER QUIT CLAIM DEED RECORDED UNDER RECEPTION NO. 2807661)

CONTIGUITY

TOTAL PERIMETER OF PROPERTY: ONE-SIXTH (1/6) OF PERIMETER: PERIMETER CONTIGUOUS TO TOWN LIMITS: TOTAL AREA BEING ANNEXED:

7,734.50 FEET 1,289.08 FEET 3,882.96 FEET 1,727,789 SQ. FT. OR 39.665 ACRES, MORE OR LESS

LAFFERTY ANNEXATION TO THE TOWN OF ERI

BEING A PART OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO

39.665 ACRES AN-001079-2019

GENERAL NOTES

DISTANCES ARE MARKED IN U.S. SURVEY FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (0.00') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.

3. <u>*NOTE:</u> THE ANNEXATION DOCUMENTS FOR ADJACENT PROPERTIES SHOWN HEREON AND NOTED WITH A "*" WERE NOT FOUND. THE TITLE COMPANY PROVIDED A TITLE COMMITMENT ON THE PROPERTY AND ADDITIONAL RESEARCH FOR ANNEXATION RELATED DOCUMENTS ON THE ADJOINING PROPERTIES AND WAS UNABLE TO FIND ANY ANNEXATION RELATED DOCUMENTS IN THE COUNTY RECORDS. THE TOWN LIMITS SHOWN HEREON ARE BASED UPON CURRENT MAPPING PROVIDED BY THE TOWN OF ERIE'S G.I.S. AND THE COUNTY OF BOULDER'S G.I.S. ON THEIR RESPECTIVE WEBSITES.

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

SURVEYOR'S CERTIFICATE

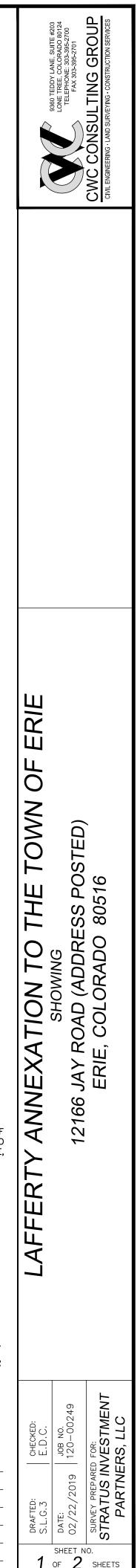
TO KEITH B. LAFFERTY AND NICOLE L. LAFFERTY AND VICKI L. NEWMAN, AS THEIR INTERESTS MAY APPEAR; STRATUS INVESTMENT PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY; AND FIRST AMERICAN TITLE INSURANCE COMPANY:

I, ERIC DAVID CARSON, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED PARCEL(S) OF LAND AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL(S) IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF ERIE.

DATE OF PLAT OR MAP: ____ DAY OF FEBRUARY, 2019.

ERIC DAVID CARSON COLORADO PROFESSIONAL LAND SURVEYOR NO.37890 FOR AND ON BEHALF OF CWC CONSULTING GROUP, INC. EMAIL: ERICC@CWC-CONSULTING.COM

L	



BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS ANNEXATION MAP IS TO BE KNOWN AS THE "LAFFERTY ANNEXATION TO THE TOWN OF ERIE" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, _____, 2019. COLORADO, HELD ON _____

ATTEST TOWN CLERK

MAYOR

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO) SS.

COUNTY OF BOULDER I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS ____ DAY _____, 2019 A.D. AND WAS RECORDED AT RECEPTION NUMBER

BOULDER COUNTY CLERK AND RECORDER

	DATE	REVISION	BY
07/	/19/19	ADDRESSED TOWN COMMENTS/REDLINES	SLG3
-			
-			
-			
-			
-			I



