

**TOWN OF ERIE**

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

LAND USE APPLICATION

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

STAFF USE ONLY

FILE NAME:

FILE NO:

DATE SUBMITTED:

FEES PAID:

PROJECT/BUSINESS NAME: Dearmin - Southern Land Company

PROJECT ADDRESS: TBD - generally east of County Road 5 and south of Erie Parkway

PROJECT DESCRIPTION: The Dearmin property is proposed to be a high quality Mixed Use addition to the Town of Erie, the proposal includes an area of Neighborhood Mixed Use, a variety of residential land uses, a significant amount of Open Space and Parks for the benefit of the Community and 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: 1225 17th Street, Suite 2420

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: NMU - LR - AG/OS

Proposed Zoning: PUD

Gross Acreage: 266.6 acres

Gross Site Density (du/ac): approximately 3.5 du/ac

Lots/Units Proposed: 946

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

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

Owner: Heidi Majerik

Date: 12/20/18

Owner: _____

Date: _____

Applicant: _____

Date: _____

STATE OF COLORADO)

County of DENVER)

) ss.

The foregoing instrument was acknowledged before

me this 20 day of December, 2018,

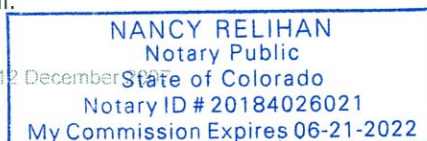
by Heidi Majerik.

My commission expires: 6-21-2022

Witness my hand and official seal.

Nancy Relihan

Notary Public





WESTERLY

ERIE • COLO

Westerly PUD Narrative

Updated March, 2020

March, 2020

Town of Erie
Community Development Department
645 Holbrook Street
Erie, CO 80516

RE: PUD, Westerly

To Whom It May Concern:

Erie Land Company, LLC ("Applicant") is pleased to submit the enclosed PUD application for the property located at the southeast corner of Erie Parkway and Weld County Road 5. This project consists of a parcel with an area of approximately 268 acres that is located in the Town of Erie and is currently zoned NMU, LR and AG/OS, which is consistent with the Town Comprehensive Plan as well as this proposed PUD. The PUD request is intended to facilitate the creation of a Traditional Neighborhood Designed community, similar to Andres Duany designed communities, by modifying some of the dimensional standards in the Town of Erie's UDC so new home styles may be included in this community.

General Project Concept and Purpose of the Request

The General project concept is for the design of a walkable commercial village at the northeast corner with a direct connection through the open space to the Neighborhood Park at the promontory towards the south and east property line. The vehicular circulation provides direct access through the community while leading to or terminating at the Neighborhood Park. Every resident is within a 5-minute walk to the Neighborhood Park, or a Pocket Park, and various connections to the pedestrian trail network. This style of a walkable neighborhoods increase the opportunity for daily interactions between neighbors and can strengthen these bonds within the community. In turn, this leads to increased social engagement and community trust. With streets favoring people over cars, walkable neighborhoods also have the capacity to host more community events such as block parties and outdoor markets - this is particularly true in Westerly with the large central greenway anchored on either end with active uses, and a passive trail use linking the neighborhood.

The proposed plan anticipates an approximate density of 3.5 dwelling units per acre. As can be seen in the associated Preliminary Plat there is a diverse mix of residential home types being proposed for this community, ranging from Live Work, Townhomes, Paired Homes, and Single-Family homes, in a variety of alley load and front-loaded garage configurations. In addition, the Plan anticipates approximately 35,000 square feet of non-residential floor area in the Mixed-Use area – Village 2.

There are many public benefits to this style of community design. The design of Westerly is composed of a well-connected street network that disperses traffic and increases pedestrian connections. Pedestrian

friendly street design includes bringing buildings close to the street with front porches that encourage social interaction, higher quality windows and doors, tree lined streets, and many homes having the garages in the rear. This high-quality pedestrian network and public realm makes walking pleasurable, and perhaps more importantly this style of community crafting provides areas for social interaction, areas to linger with friends, sit and talk, or simply hang out with neighbors. Southern Land has a background in programming community events, and the design of the community allows areas for these events to take place on scales from small to large.

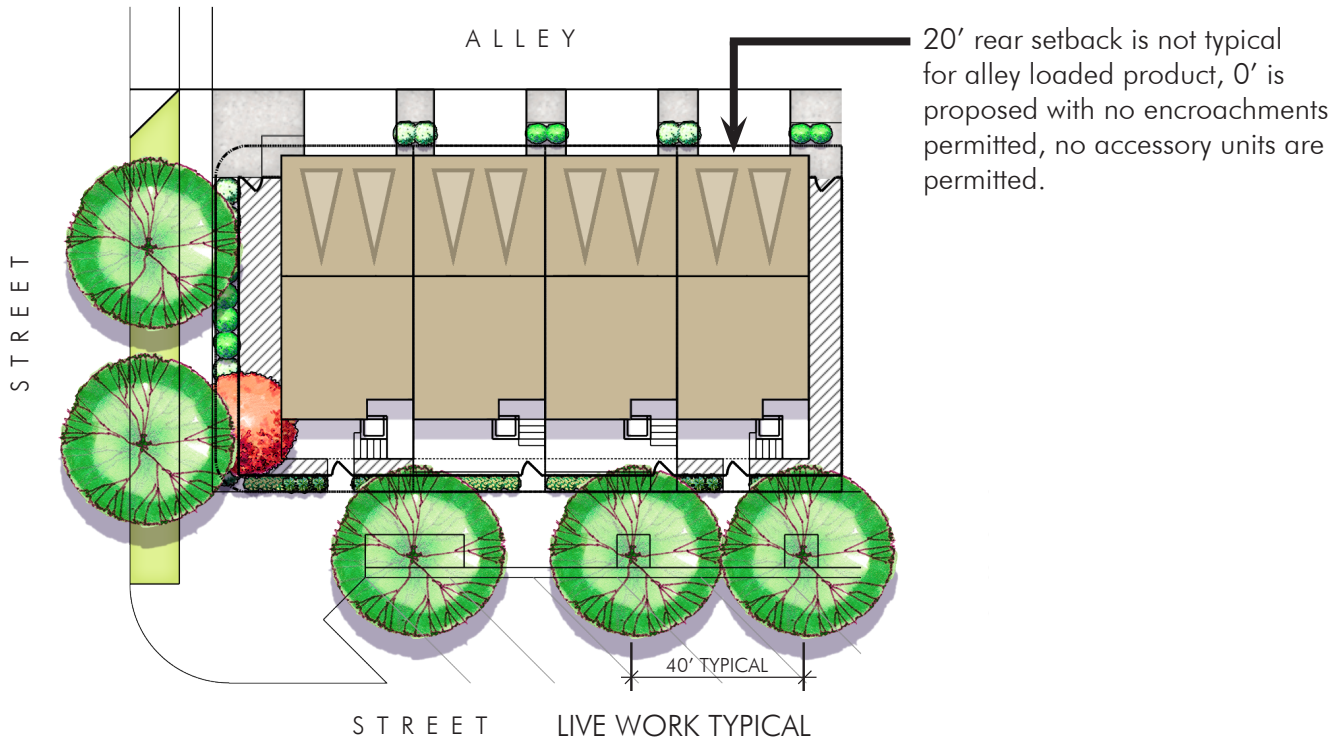
In summary, the design of this community includes a mix of housing, providing a range of housing types, sizes and prices mixed throughout the community. This style of design and community crafting brings shops/restaurants and services closer to residents, which enables a more efficient use of services and resources, and creates a more convenient, enjoyable place to live.

Proposed Variations

In general, the proposed variations from the underlying zone district relate to the dimensional standards currently in the UDC. The UDC dimensional standards do not facilitate the development of alley loaded homes, and also do not facilitate the development of a rich mix of residential housing types. This PUD request proposes standards that will support a true mix of residential housing typologies, and promote a well-connected and walkable community. The specific variations are detailed in the PUD document for each specific home type being proposed. The variations relate to minimum lot size, lot coverage, and setbacks. The justification for the proposed variations is that they will allow for the creation of a rich, diverse, traditional designed neighborhood which is not possible under the existing underlying zoning. A couple of specific examples are a 20' rear setback precludes a rear/alley loaded home with an attached garage, a minimum 50' lot width which is not necessary for specific single family detached homes that are rear loaded. Below is a more detailed analysis of the deviations being requested.

DIMENSIONAL STANDARDS - UDC compared to PUD

	MINIMUM LOT STANDARDS		MINIMUM LOT SETBACKS (FT.)				
HOUSING TYPE	WIDTH (FT.)	AREA (S.F.)	FRONT	SIDE (TO ABUTTING STREET)	SIDE (TO INTERIOR LOT)	REAR	HEIGHT
NMU - UDC	25'	not listed	PRIN. - 0'	0'	0'	PRIN. - 20'	PRIN. - 45' 3 stories
			ACC. - 5'			ACC. - 5'	
LIVE WORK - PUD	20'	1,000	PRIN. - 5'	8'	5'	PRIN. - 0'	PRIN. - 45' 3 stories
	28' CORNER LOTS		ACC. - NA			ACC. - NA	

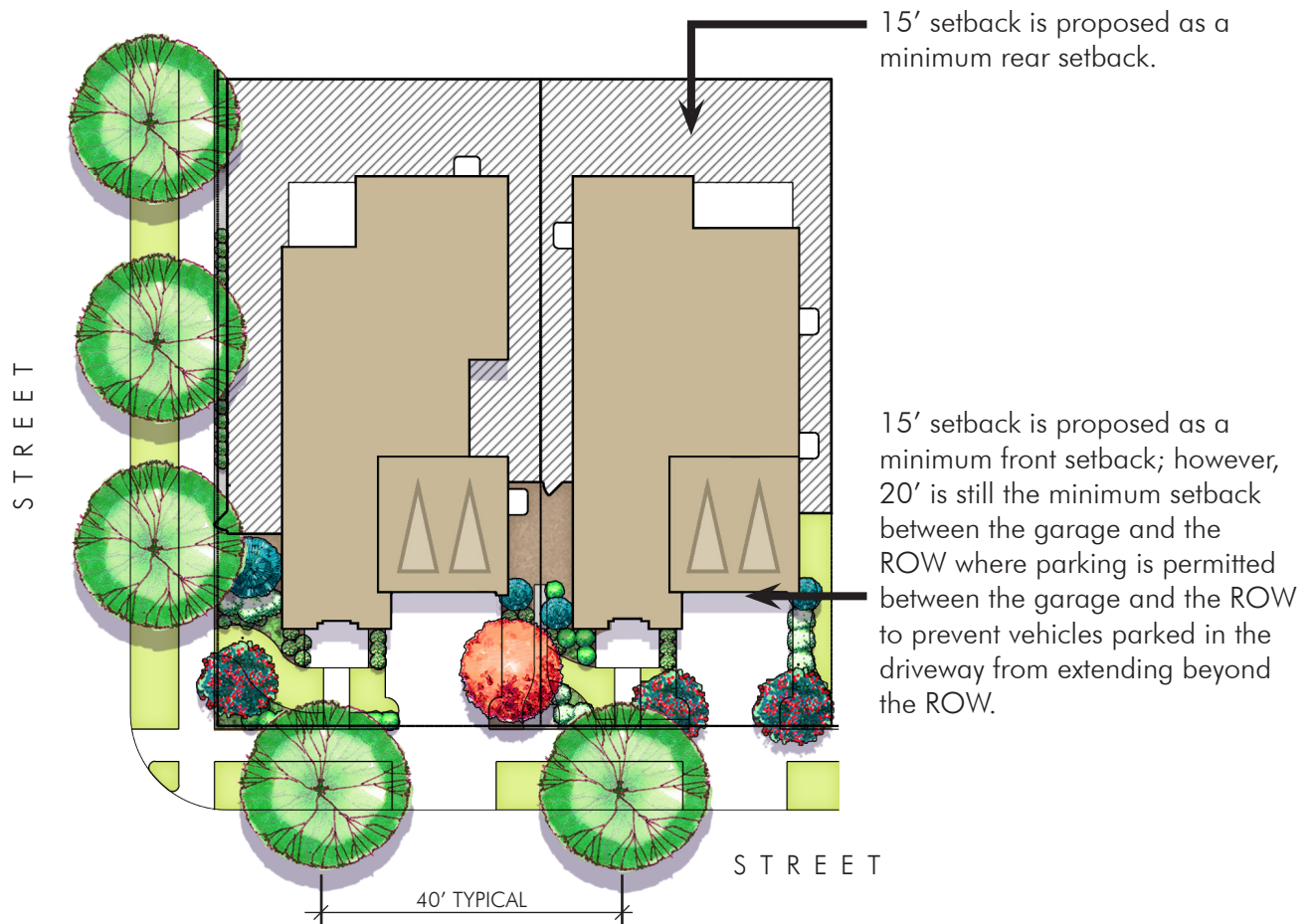


Summary:

- The Westerly PUD proposes a reduction in the rear setback to accommodate a typical alley accessed live work product.
- The PUD also requests a reduction in the lot width from 25' to 20', which accommodates a width that is commonly used for live work product - the PUD also establishes a minimum width of 28' for corner lots.
- The PUD establishes a minimum lot area of 1,000 sq.ft. - the UDC does not have a minimum lot area.
- The PUD establishes an 8' side to abutting street setback, and a 5' side to interior setback - the UDC allows 0'.

DIMENSIONAL STANDARDS - UDC compared to PUD

	MINIMUM LOT STANDARDS		MINIMUM LOT SETBACKS (FT.)				
HOUSING TYPE	WIDTH (FT.)	AREA (S.F.)	FRONT	SIDE (TO ABUTTING STREET)	SIDE (TO INTERIOR LOT)	REAR	HEIGHT
LR - UDC	SF: 50' 60' corner MF: none	SF: 5,000 MF: 2,500	PRIN. - 20'	20'	5'	PRIN. - 20'	PRIN. - 35' ACC. 25'
			ACC. - 30'			ACC. - 5'	
SINGLE FAMILY FRONT LOAD	45'	4,500	PRIN. - 15'	8'	5'	PRIN. - 15'	PRIN. - 35' ACC. 25'
	48' CORNER LOTS		ACC. - 25'			ACC. - 5'	
SINGLE FAMILY ALLEY LOAD	34'	3,000	PRIN. - 8'	8'	5'	PRIN. - 0'	
	37' CORNER LOTS		ACC. - NA			ACC. - NA	
DUPLEX ALLEY LOAD	24'	1,700	PRIN. - 8'	8'	5'	PRIN. - 0'	
	27' CORNER LOTS		ACC. - NA			ACC. - NA	
TOWNHOME ALLEY LOAD	20'	1,200	PRIN. - 8'	8'	5'	PRIN. - 0'	
	28'		ACC. - NA			ACC. - NA	



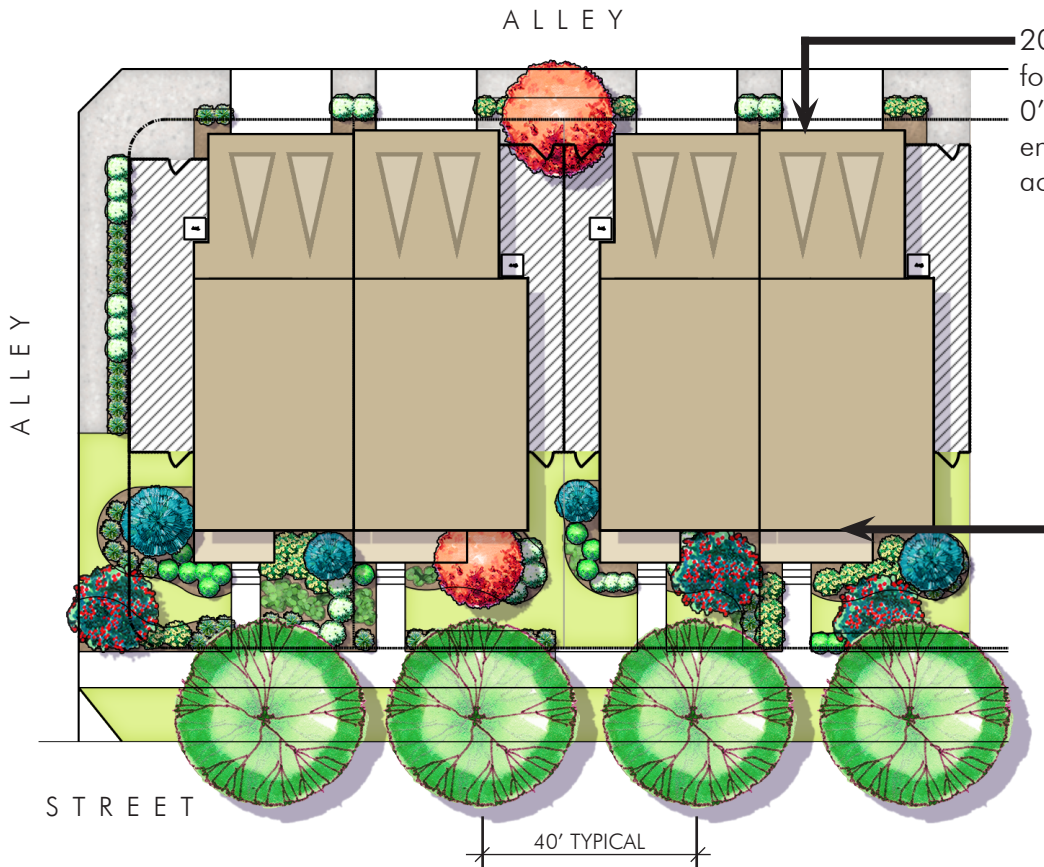
SINGLE FAMILY FRONT LOAD - TYPICAL



20' rear setback is not typical for alley loaded product, 0' is proposed with no encroachments permitted, no accessory units are permitted.

8' setback is proposed as a minimum front setback; since the garages are accessed from the alley it is desirable to bring the homes closer to the street with front porches to encourage social interaction. When homes front a greencourt instead of a street a 5' setback is proposed.

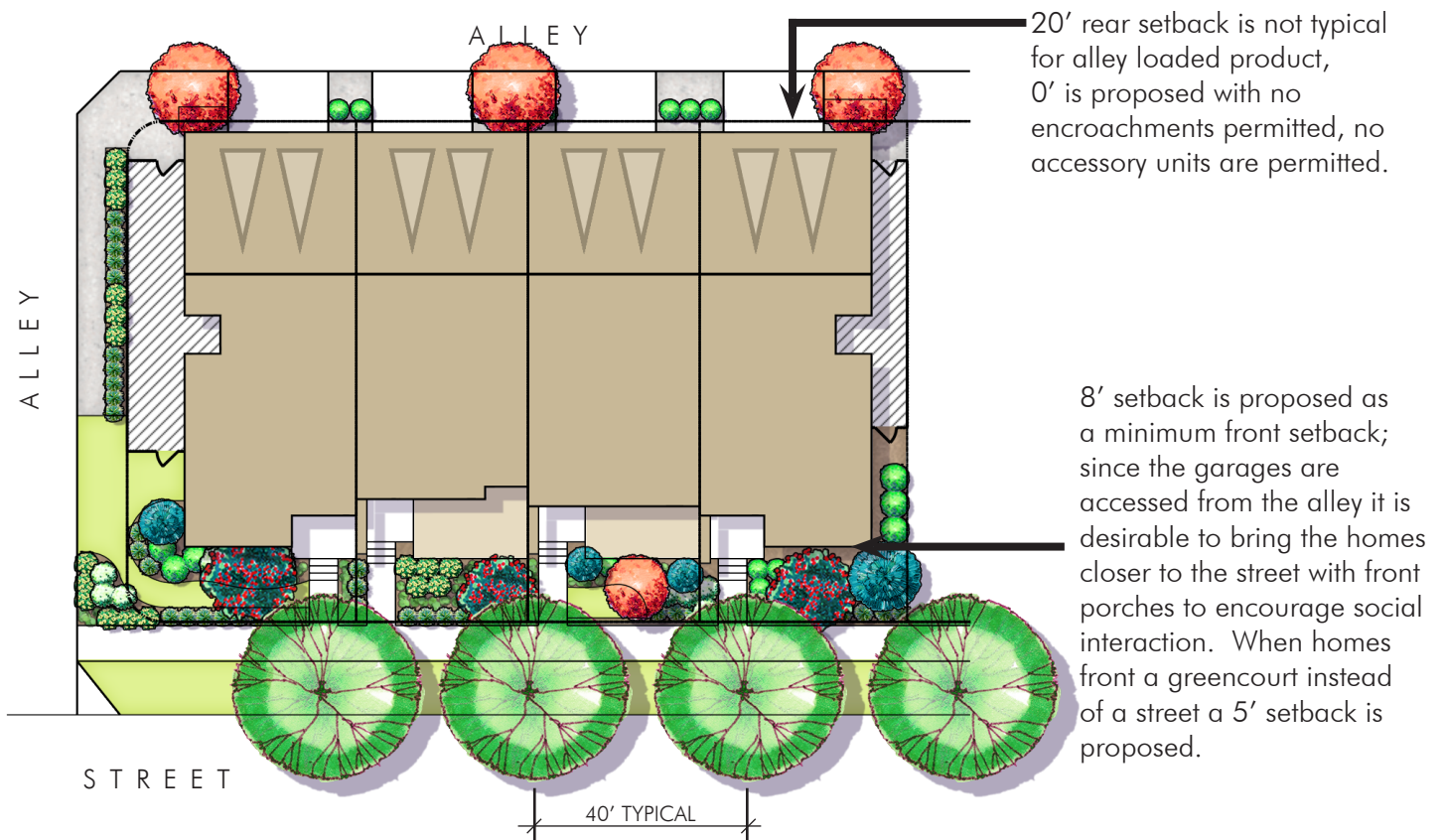
SINGLE FAMILY ALLEY LOAD - TYPICAL



20' rear setback is not typical for alley loaded product, 0' is proposed with no encroachments permitted, no accessory units are permitted.

8' setback is proposed as a minimum front setback; since the garages are accessed from the alley it is desirable to bring the homes closer to the street with front porches to encourage social interaction. When homes front a greencourt instead of a street a 5' setback is proposed.

DUPLEX ALLEY LOAD - TYPICAL



TOWNHOME ALLEY LOAD - TYPICAL

Summary:

- The Westerly PUD proposes a reduction in the rear setback to accommodate typical alley accessed homes.
- The PUD also requests a reduction in the lot width from 50' to 45' for Single Family Front Load homes, which represents a typical width now being built in the home building community, and is consistent with many communities in Erie. Consistent with the 45' lot width the lot area is proposed to be 4,500 sq.ft., and not the current 5,000 sq.ft. in the UDC.
- The PUD requests a front setback of 15' for Single Family Front Load, but the garage will always be set back a minimum of 20' between the garage and the ROW to ensure vehicles parked in the driveway will not extend beyond the ROW - an important element in the design of this community is getting the front porches close to the street to encourage social interaction.
- The PUD requests a side to abutting street setback of 8', which is consistent with many communities in Erie.
- For alley loaded/rear loaded homes the PUD requests a minimum rear setback of 0', with no encroachments allowed, which is typical for this style of home.
- For alley loaded/rear loaded homes the PUD requests a minimum front setback of 8' which is typical for this style of home and is supported in a mixed use walkable community as a way to encourage social interaction.
- The PUD requests a minimum lot width of 34' for alley loaded/rear loaded single family homes.
- The PUD establishes minimum lot widths for Duplex and Townhome lots where the UDC does not establish a minimum, and requests a minimum lot area of 1,700 sq.ft. for Duplex lots, and 1,200 sq.ft. for Townhome lots.
- The PUD requests an increase in maximum building height from 35' to 40' to allow for a greater degree of design flexibility and to create a stronger street presence.

Public Benefits

There are many public benefits to this style of community design. The design of Westerly is composed of a well-connected street network that disperses traffic and increases pedestrian connections. Pedestrian friendly street design includes buildings close to the street, with front porches promoting interaction between neighbors, as well as providing “eyes on the street”, higher quality windows and doors, tree lined streets, and many homes having the garages in the rear. This high-quality pedestrian network and public realm makes walking pleasurable. The design of this community includes a wide mix of housing, providing a range of housing types, sizes and prices mixed throughout the community. This style of design and community crafting brings the potential for shops/restaurants and services closer to residents, which enables a more efficient use of services and resources, and creates a more convenient, enjoyable place to live. The wide variation and integration in housing types and styles also promotes a more well-knit community, many homes front on to park or green space areas rather than backing on to them.

Development Timeline

The project is likely to be constructed in multiple phases. The first phases will be centered around the northernmost proposed community amenity and NMU area and subsequent phases will be built to the south of that area. The timing of initial construction efforts is difficult to anticipate given the complexities of entitlements. The development team would like to begin grading activities in summer of 2020.

Utilities and Service Providers

The property will be served by Town Water and Sewer, and all services are in close proximity to the project. We have confirmed that the property will be served by United Power for electricity, Xcel for Gas, Comcast and Century Link for internet and cable, and Waste Connection for Trash disposal.

Relationship to Existing Land Uses

The Westerly property is bounded by WCR 5 on the west side, Erie Parkway to the north, the Swink property on the east, and the FRICO ditch on the south. WCR 5 and Erie Parkway provide significant boundaries to the adjacent properties. To the north is the Erie High School and Soaring Heights PK-8, to the west is the Erie Highlands master planned community, as well as a small out parcel that has Blake’s Small Car Salvage. Homes in the Westerly community along both WCR5 and Erie Parkway will meet the required 30’ landscape buffer setback to ensure compatibility. The adjacent Swink property to the east is currently being designed as an extension of the Westerly community. The southern boundary of the property includes a wide 300’ minimum open space corridor, which preserves the highest point of elevation in the Town.

Comprehensive Plan and Approval Criteria

The Westerly plan is consistent with the Town of Erie Comprehensive Plan.

1. The PUD Rezoning is consistent with the purpose of the PUD overlay district in Section 2.7.D.2 of Municipal Code, Title 10, Unified Development Code;

As described in this narrative the proposal for Westerly is to create a traditional neighborhood designed community, this style of design incorporates a wide variety of housing types in close proximity to one another thereby avoiding the monotony that can be found in communities with less variety. The PUD provides a mechanism for mixing the housing types and the mix of uses proposed in this style of high-quality urban design. Additionally, the PUD proposes a large greenway connecting the Mixed Use Village area to the Neighborhood Park, and proposes common maintenance of that area as well as the various district/hoa maintained Open Space and Pocket Park areas found throughout the Westerly community.

2. The PUD Rezoning will promote the public health, safety, and general welfare;

The PUD proposal promotes public health, safety and general welfare by proposing standards that allow for the creation of a complete community that can host a mix of uses that provide residents of Westerly the opportunity to live, work, play and interact. The highly connected street network makes Westerly walkable, drivable and bike-able. The provision of many sizes and types of open space common areas creates places for residents to be able to linger, interact with each other and live a healthy lifestyle for mind and body.

3. The PUD Rezoning is consistent with the Town's Comprehensive Plan and the purposes of the Municipal Code, Title 10, Unified Development Code;

The PUD proposal is consistent with the Town's Comprehensive Plan and the purposes of the UDC.

4. Adequate facilities and services (including roads and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;

Adequate facilities and services will be available for the Westerly community.

5. The PUD Rezoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

The PUD proposal will not result in adverse impacts.

6. The PUD Rezoning is not likely to result in significant adverse impacts to significant scenic and historic features as identified in plans adopted by the Town;

The PUD proposal will not result in adverse impacts, the proposal incorporates the high points of the property as part of the Park and Open Space network.

7. The PUD Rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;

The PUD proposal will not result in adverse impacts.

8. Proposed uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject;

The PUD proposal is compatible with the surrounding properties.

9. The proposed phasing of the development is appropriate and the development can be substantially completed within the time period specified in the schedule of development or Development Agreement submitted by the applicant; and

The PUD proposal includes anticipated phasing based on starting at the north end of the community. The time period will ultimately be specified in the Development Agreement that is drafted by the Town of Erie at a future time in the entitlement process.

10. The PUD Plan provides public benefit(s).

The PUD proposal allows for the creation of a complete, connected, and complex community. The livability and social connections that this style of community design affords is what creates the ability for Westerly to endure and thrive culturally. It's this PUD that will ultimately allow Westerly to build a sense of place, a sense of safety, and opportunities for enjoyment for residents, and provide a unique new neighborhood to the Town of Erie.

Open Space, Parks & Schools

The provision for a Community Park is not required due to the population anticipated from this proposal not generating the minimum acreage requirement of a Community Park. The requirements for a Town Neighborhood Park and Town Open Space will be met and dedicated to the Town and maintained by the Town. The requirements for Pocket Parks and the remaining open space will be maintained by the HOA or Metro District. The project proposes community amenity areas that will be maintained by the HOA or Metro District.

St. Vrain Valley School District provides service to this parcel. The District has identified this general area for a future school with the requirement of 25 acres, this is being provided on the adjacent Swink property in close proximity to the Neighborhood Park.

Mineral Rights

A surface agreement has been executed with Occidental and has been included with this PUD submittal. This agreement assures that there are no future drilling sites located within this community.

Thank you for your consideration of the project and we look forward to reviewing the plans with the Town of Erie.

Sincerely,

Erie Land Company, LLC

Heidi Majerik
Vice President and General Manager

E. Additional Standards for Single-Family Detached Dwelling Units

1. Architectural Variety and Character

a. General Purpose

The purposes of these architectural variety and character standards are to:

- i. Encourage creativity in design and the use of masonry materials on the primary/facade of single-family detached dwelling units that results in attractive, long-lasting neighborhoods; and
- ii. Discourage the use of “cookie cutter” development patterns for new single-family development.

b. Applicability

These standards shall apply to all uses classified as “single family detached dwelling unit” by Chapter 3, for all new lots, in subdivisions created under this UDC, with the following exceptions:

- i. Single-family detached dwelling units in Minor Subdivisions;
- ii. The “Architectural Character” standards in Subsection 6.7.E.1.d shall not apply to single-family detached dwelling units in the Rural Residential (RR), Estate Residential (ER) and Suburban Residential (SR) zone districts.

c. Architectural Variety

i. Design Standards

(A) No ~~home~~ **identical** model **plan** elevation ~~including garage elevation~~ shall be repeated directly across any street from the same ~~home~~ model **plan** elevation.

(B) No ~~home~~ **identical** model **plan** elevation shall be repeated more than once **within** every 4 lots on the same side of ~~the~~ **any** street.

(C) A minimum of 3 recognizably different model plans with 3 recognizably different elevations be submitted to the Town for review.

ii. Tracking

(A) It shall be the responsibility of the developer to provide to the Town a plat sheet tracking document that maintains a record of home model variety for every development parcel. The developer shall demonstrate compliance with this Section prior to issuance of a building permit.

(B) ~~It shall be the responsibility of the developer to disclose these architectural variety standards to potential homebuyers. Failure on the part of the developer to disclose these requirements shall not be grounds for relief from these architectural variety standards as applied to any individual home.~~

d. Architectural Character

Each single-family detached dwelling unit **model plan and elevation** shall ~~meet 1 of the following materials and design standards:~~ **demonstrate the following design attributes:**

~~i. Materials and Design Standards~~

(A) ~~Masonry materials (brick, stone, stucco or other approved masonry materials) shall be utilized on front facades at a ratio of 1:2 (or higher), of siding to masonry materials. Masonry materials shall~~

~~wrap around inside corners and return a minimum of 2 feet at outside corners, or~~

~~(B) Dwelling Units that do not meet the 1:2 (or higher) ratio of siding to masonry materials shall be designed with a high level of architectural detailing, in an architectural style that traditionally does not include masonry materials. Architectural Design Standards illustrating a level of architectural detail equal to or better than found within the single-family detached residential areas of the Erie Commons and Erie Village Subdivisions shall be submitted by the developer for review and approval by the Community Development Director.~~

i. Design Standards:

- A. Each Elevation shall include a minimum of two windows (or one window and one door) per floor. There shall be at least one opening (window or door) per quadrant of the elevation so that long stretches of wall are broken up by fenestration. However, elevations with a partial or smaller upper level (such as a front facing gable) may be allowed to have a minimum of one window in the upper story and the window shall be appropriate in size to the scale of the upper level mass.
- B. Wall Plane Change:
Window Articulation that adds shadow and visual interest is encouraged. The wall plane change shall be proportional to the building elevation, have a depth of at least 12 inches, be at least a full story in height, and be at least 6 feet wide. Recessed planes shall be recognizable as part of the elevation being enhanced.
Each front and rear elevation shall include more than one wall plane,
Or, on front elevations one wall plane may be allowed when one or more of the following is provided.
1. Window(s) or Door(s) exceeding the minimum required per floor. The use of shutters may also enhance the total scale of fenestration provided per elevation quadrant.
 2. A porch or stoop that is covered.
 3. Roof Dormers.
- C. A variety of roof forms shall be used. Single unbroken roof pitches should be avoided except where a single roof treatment is an essential element of the Architectural Style. (e.g. Mansard)
- D. The main roof shall extend beyond the primary façade by a minimum of 12 inches.
Or, on homes with a roof pitch of 10:12 or greater, a gable rake of less than 12 inches may be permitted.
Models with gable rake overhangs of less than 12 inches shall not be located directly across the street from each other or more than once within every 4 lots on the same side of any street.

- E. An elevation of the home that faces a street, park, trail corridor or open space area shall provide an “enhanced elevation” which further improves the architectural aesthetic of the residence; an enhanced elevation shall provide three of the following design enhancements. The design enhancement shall be applied in a manner that is consistent with the style of the home. Side and rear elevation design enhancements shall be consistent with the design elements of the front elevation.
1. Window(s) of sufficient size and appropriate scale to add character to the elevation.
 2. A change in wall plane as defined in subsection 1.b.i.B above.
 3. A porch, patio, or deck that is covered.
 4. The use of architectural detail elements such as shutters, vents, eave and/or gable brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters, additional exterior accent materials, etc. which in combination create an enhanced architectural style.
 5. The use of two or more exterior materials. Additional materials should be used in locations where it is logical and appropriate and should continue to a natural transition point. To achieve the enhancement the additional material(s) shall be used to cover a minimum of 15% of the elevation being enhanced. Exterior materials may include but are not limited to masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment. Different application styles of the same material, for example the application of lap siding in different widths, does not constitute a second material.
- F. Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. (No exposed 4” x 4” posts shall be allowed more than 36 inches above the ground). Columns supporting upper story decks should be 8” x 8” minimum finished.

ii. Materials

- A. All exterior materials shall be of high quality, used in applications and treated appropriately to provide an attractive and long lasting appearance.
- B. When masonry is used it should be used in locations where its mass is logical and appropriate. In instances where masonry wraps the exterior corner of the home the masonry should continue to a natural transition point such as the inside corner of a projection wall, a column, a door or window or other logical point. In cases where no such feature exists near the corner, the masonry wrap shall extend at least six feet from the corner.

~~ii. Tracking~~

- ~~(A) It shall be the responsibility of the developer to submit construction drawings of the elevations for each model of single-family detached home proposed to be used within the plat. The Town shall review and confirm that the model meets 1 of the 2 requirements above in Subsection 6.7.E.1.d.i before a building permit may be issued.~~

2. Orientation of Dwellings to the Street

~~Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit located on the elevation of the dwelling unit facing the front lot line of the property, on or within 8 feet of the most forward plane of the living space within the house, and clearly visible from the street or public area adjacent to the front lot line. On corner lots, the pedestrian doorway may be located facing any adjacent street. Unless prohibited by terrain or other site constraints, the orientation of new lots shall repeat the predominant relationship of buildings to buildings and buildings to street along the same block face or the facing block face. An exception shall be made for alley loaded single family detached dwelling units that do not have street frontage but do front onto a park or park-like common open area. In such case where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a pedestrian walk in the park that connects to a street.~~

- A. Each dwelling unit shall face the front lot line of the property and have at least 1 primary pedestrian doorway for access to the dwelling unit located on the elevation of the dwelling unit facing the front lot line of the property. The doorway shall be no more than 12 feet from the most forward plane of the forward most living space within the house and shall be clearly visible from the street or public area adjacent to the front lot line (example below).
- B. For Single Family Front Loaded Lots adjacent to streets on two sides (corner lots), the dwelling may be oriented to either adjacent street and the pedestrian doorway may thus be located facing either adjacent street.

3. Garages

The regulations for garages shall be applied to all non-living space or storage areas within garages and to all non-living space ~~or storage spaces of the home.~~ **whether used for storage of automobiles or other items.**

a. ***Diversity of Garage Location***

- ~~i. In all zone districts except for Rural Residential (RR) and Estate Residential (ER), a diversity of garage styles is required. Diversity shall be achieved by providing a minimum of 2 of the garage variation choices listed below. To meet the diversity requirement each garage variation chosen shall each be used on at least 25 percent of the single family homes within the development. The 2 variations chosen will be a minimum of 50 percent of the development; the remaining 50 percent may be any of the choices listed below.~~

(A) Alley-loaded garages;

(B) Side-loaded garages;

- (C) Garages recessed a minimum of 4 feet behind the front facade of the living space within the house;

(D) ~~Garages that protrude no less than 2 feet or no more than 5 feet in front of the dwelling unit portion of the structure; and~~

(E) ~~Garages recessed a minimum of 2 feet beneath a second floor bay.~~

~~ii. Tracking~~

~~It shall be the responsibility of the developer to submit construction drawings of the elevations for each model of single family detached home proposed to be used in each plat. The Town shall review and confirm that the model meets the diversity requirement listed above.~~

b. Width/Facade Ratio

~~Garages shall not comprise more than 45 percent of the front facade of the principal dwelling structure for 1 and 2 car garages, or 55 percent for 3 car garages.~~

a. Front Loaded Garages:

- i. ~~Garages shall be recessed a minimum of 8'-0" from the forward most façade, front porch, or covered stoop, whichever length is greatest, for front loaded lots 70' or greater in width.~~
- ii. ~~Garages shall be recessed a minimum of 2'-0" from the forward most façade, front porch, or covered stoop, whichever length is greatest, for front loaded lots between 45' and 69' feet in width.~~
- iii. ~~The width of a front-loaded garage shall not exceed 65% of the width of the front elevation.~~

b. Side Loaded Garages:

- i. ~~On corner lots where the garage is oriented to the side lot line rather than the front lot line, the garage must be set back a minimum of 31' from the front stoop or porch or from the forward most plane of the front facade when there is not a stoop or porch.~~

c. Alley Load Garages:

- i. ~~Garages must be oriented to and accessed from the alley when the dwelling is located on a lot with alley access.~~

c.d. 3 or More Car Garage Orientation

~~The third or more bay of any 3 or more car garage shall:~~ When garage bays exceed two, the additional garage bays shall either:

- i. ~~Have a different orientation from the first 2; or~~
- ii. ~~Shall be off-set by 2 feet~~ recessed behind the first two by at least two feet when having the same orientation; or
- iii. ~~Shall be tandem to the first 2.~~

4. Minimum Front Porch

~~The minimum size of front porches shall be 60 square feet of floor area, excluding the stoop and any projections, with a minimum depth of 6 feet.~~

4. Front Stoop

A front stoop is comprised of stairs and a platform which provides access to a front door when the threshold is not at grade and may be covered or uncovered. For dwelling units with a front stoop, the front stoop platform shall be at least 12 square feet.

5. Front Porches

A front porch is comprised of stairs, platform, and columns or railing and provides access a front door when the threshold is not at grade. A front porch has a generous sized platform which creates an outdoor living space at the front of the house. For dwelling units with a front porch, the front porch shall be at least 60 square feet, and shall have a minimum depth of 6 feet as measured from the stud wall to the column centerline or railing.

F. Additional Standards for ~~Multi-family Residential~~ Duplex & Townhome Areas

1. Building Design and Character

a. General Purpose

The purposes of these building design and character standards are to:

- i. Establish a more predictable approach to ~~multi-family development~~ Duplex and Townhome areas that encourages creativity in design for individualism of buildings or dwelling units that results in attractive, long-lasting ~~multi-family neighborhoods~~.
- ~~ii. Discourage the use of "cookie cutter" development patterns for new multi-family development that are out of character with the more "eclectic" design features traditionally found in the Old Town Area.~~

b. Application

~~These standards shall apply to all multi-family residential development within the Town. Multi-family development shall include: duplex homes, town homes, stacked tri-plex and quad-plex homes, manor homes, apartments, and small lot single-family homes with lot sizes less than 5,000 square feet.~~

c. ~~b.~~ Building Orientation

i. Intent

To organize the primary entrances and facades of ~~multi-family~~ Duplex or Townhome buildings with a clear orientation towards ~~the street~~ a Street or Common Open Space/Greencourt, as opposed to the more internal organization of buildings typically found with multi-family developments.

(A) To create an integrated neighborhood appearance for ~~multi-family developments~~ Duplex and Townhome areas that establishes a pattern that is integrated with adjacent uses instead of segregated as a separate sub-community.

~~(B) To create an integrated neighborhood appearance for multi-family developments that establishes a pattern that is integrated with adjacent uses instead of segregated as a separate sub-community.~~

ii. Design Standards

(A) The primary entrance and facade of individual buildings ~~within a multi-family development~~ shall be oriented towards:

- (1) Primary internal or perimeter streets, or
- (2) Common open space/Greencourts, such as interior courtyards, parks, or on-site natural areas or features with a clearly defined and easily accessible pedestrian circulation

system.

- (B) Primary entrances and facades shall not be oriented towards alleys, parking lots, garages, or carports.

d. Architectural Character

i. Intent

- (A) To improve the appearance of ~~multi-family developments~~ Duplex and Townhome areas through the incorporation of architectural detailing, facade articulation, and other features designed to provide a more distinct character and human scale for multi-family buildings of all sizes.
- (B) To encourage the use of architectural styles that reinforces the Town's traditional character.

ii. Design Standards

- (A) All sides of a multi-family Duplex and Townhome building shall display a similar level of quality and architectural detailing. The majority of a building's architectural features and treatments shall not be restricted to a single facade. Building details, including roof forms, windows, doors, trim, and siding materials, shall reflect the architectural style of the building.
- (B) ~~On multi-family buildings of 10 dwelling units or less, the massing and use of exterior materials is encouraged to be arranged to~~ Attached dwelling units may either express each individual unit or give each building the appearance of a large single-family home. ~~This includes duplexes, manor homes, and stacked tri-plex/quad-plex homes but does not necessarily apply to townhomes in which the unique individualism of each dwelling unit is expressed.~~
- (C) The maximum length of any multi-family Townhome building shall be 156 feet.
- (D) ~~Blocky, uniform facades are prohibited. The facades of all multi-family buildings shall be articulated through the incorporation of 2 or more of the following:~~
 - ~~(1) Balconies;~~
 - ~~(2) Bay or box windows;~~
 - ~~(3) Insets or other relief in the wall plane;~~
 - ~~(4) Porches;~~
 - ~~(5) Dormers;~~
 - ~~(6) Variations in materials; or~~
 - ~~(7) Variations in roof forms.~~
- (E) (D) The incorporation of a variety of roof forms is strongly encouraged on differentiated dwelling units. Generally, multi-family Duplex or Townhomes buildings shall incorporate roof pitches of between 3:12 and 42 16:12; however, alternative roof forms may be permitted at the discretion of the Community Development Director.
- (E) ~~Roof overhangs shall be a minimum of 12 inches to establish strong shadow lines and complement the pitch and architectural~~

~~style of the structure~~ extend beyond the primary façade by a minimum of 12 inches. Or, on homes with a roof pitch of 10:12 or greater, a gable rake of less than 12 inches may be permitted.

Models with gable rake overhangs of less than 12 inches shall not be placed adjacent to or across the street from 1 another.

- (F) Horizontal variations in materials along the facade of a ~~multi-family~~ Duplex or Townhome building shall occur in conjunction with a change in wall plane, preferably at the inside corner of a wall.

e. d. Architectural Variety

i. Intent

- (A) To ensure that individual groupings of ~~multi-family~~ Duplex or Townhome buildings within a larger development exhibit a distinct variation in size and mass that allows them to be easily distinguished from surrounding building groupings.

- (B) To avoid the bleak, “barracks-type” appearance associated with large concentrations of identical or very similar structures.

ii. Design Standards

(A) Apartments

- ~~(1) Apartment developments shall incorporate a variety of distinct building designs according to the scale of the development, as follows:~~

- ~~▪ 3-10 buildings: 2 models minimum.~~
- ~~▪ 11-20 buildings: 3 models minimum.~~
- ~~▪ 21 or more buildings: 1 model for every 6 buildings minimum.~~

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

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

- ~~(3) Apartment buildings shall be designed to incorporate visually heavier and more massive elements at the building base, and lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.~~

- ~~▪ Apartment buildings shall provide concentrated dwelling unit access points. Monotonous access balconies and corridors running the length of a building shall be prohibited.~~

(B) ~~(A)~~ *Townhomes*

(1) No more than 6 townhome dwelling units may be attached in any single row or building cluster.

(2) Within each townhome row or cluster, individual dwelling units shall ~~be differentiated through 2 or more of the following methods~~ *either be differentiated or may express a purposely uniform design.*

(a) When dwelling units are to be differentiated, dwelling units shall be differentiated through 2 or more of the following methods:

- Use of distinct color variation between individual dwelling units;
- Use of distinct variations in materials between individual dwelling units;
- Use of distinct variations in architectural style or features, such as a porch or similar feature, between individual dwelling units;
- Use of distinct variations in roof form,
- Variation in garage orientations; or
- A variation in the plane of the front facade to provide a minimum ~~3~~ *1* foot variation between individual dwelling units.

(b) When uniformity (sameness or pattern repetition) in design is proposed, this shall be expressed through repetition of 2 or more of the following methods:

- Use of materials both in type and location;
- Size, Style, and patterning of windows;
- Size and detailing of front porches;
- Roof dormers, roof form, and roof pitch.

(C) ~~Duplexes/Stacked Tri-plex/Quad-plex/Manor Homes~~

(1) A continuous row of identical homes along a block shall be prohibited. Individual structures shall be differentiated through 2 or more of the following methods:

- Use of distinct color variation and materials between individual structures;
- ~~▪ Variation in garage orientation;~~
- Use of distinct variations in roof form, or
- Use of distinct variations in architectural features, such as porches, roof form, windows, or similar feature, between individual structures.

(2) Models with identical facades shall not be placed adjacent to or across the street from 1 another.

e. Materials

i. Intent

- (A) To maximize the quality, value, and longevity of multi-family neighborhoods through the use of durable materials that will minimize maintenance costs and improve the overall appearance of the development.
- (B) To encourage the use of recycled and other environmentally-friendly, Leadership in Energy and Environmental Design (LEED) certified building materials.

ii. Design Standards

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

2. Parking and Garage Placement

On-street parking spaces may be counted towards guest parking for a multi-family development **Duplex or Townhome area**, provided the on-street spaces are located on an adjacent or internal street that allows on-street parking. On-street parking spaces being counted towards the minimum requirement for guest parking shall be identified on plans at time of submittal to the Town. Required dwelling unit parking shall be off-street. **Garages shall be accessed from an alley.**

a. Apartments

- ~~i. To the maximum extent reasonably feasible, garage entries, carports, parking lots, and parking structures shall be internalized in building groupings or located away from street frontages.~~
- ~~ii. Parking lots and freestanding parking structures (detached garages or carports) shall not occupy more than 30percent of each perimeter public street frontage.~~
- ~~iii. To the maximum extent reasonably practicable, freestanding parking structures (detached garages or carports) that are visible from perimeter public streets shall be sited perpendicular to the perimeter street in order to reduce visual impacts on the streetscape.~~
- ~~iv. Carports and common garages shall be limited to 60 feet in length.~~
- ~~v. Garage doors of attached garages shall not comprise more than 45percent of the total length of an apartment building's front facade, and the plane of a garage door shall be offset by at least 4 feet from the plane of an adjacent garage door.~~
- ~~vi. Detached garages and carports shall incorporate compatible materials, scale, colors, architectural details, and roof slopes similar to those of the primary multi-family buildings.~~
- ~~vii. Rear walls of detached garages over 40 feet in length that back onto the~~

~~perimeter street shall be articulated or punctuated through the use of 2 or more of the following options:~~

- ~~(A) 6 or more window openings defined by frames, sills and lintels;~~
- ~~(B) 3, 100 square foot trellis structures spaced along the rear wall, planted with an approved vine or creeping plant to cover the structure at maturity;~~
- ~~(C) Change in wall plane of at least 6 inches every 10 feet;~~
- ~~(D) Vertical change in material or masonry pattern; or~~
- ~~(E) 1 roof dormer for each 10 feet of length.~~

~~b. Townhomes, Duplex, Stacked Tri-plex/Quad-plex, and Manor Homes~~

~~i. Front-loading Garages~~

~~Garages that protrude towards the street in front of the primary facade of the primary structure shall not be permitted. Garage doors on all front-loading (street-oriented) garages shall be either:~~

- ~~(A) Recessed a minimum of 4 feet behind the front facade of the dwelling unit portion of the structure, or a front porch that is at minimum of 5 feet x 8 feet; or~~
- ~~(B) Recessed a minimum of 2 feet beneath a second floor bay.~~

~~ii. Side-loading Garages~~

~~Side-loaded garages shall provide windows or other architectural details that mimic the features of the living portion of the dwelling unit on the side of the garage facing the front street.~~

~~iii. The use of alley or side-loaded garages, or the use of a combination of garage orientations is encouraged where feasible.~~

~~iv. Garages shall not comprise more than 45percent of the front facade of the principal dwelling unit structure for 1 or 2 car garages.~~

~~1. Alleys~~

~~To break up the appearance of long expanses of garages, 1 or more of the following techniques shall be employed:~~

- ~~a. The use of a planting area on either side of the alley where the alley intersects with a public street. Each planting area shall be landscaped with 1 deciduous tree and shall have the remaining surface area beneath the tree covered with ground cover or other herbaceous plant materials, in conjunction with a wood or stone mulch;~~
- ~~b. The incorporation of individual planting areas between alley-loaded garages; or~~
- ~~c. The incorporation of a variety of garage setbacks and configurations along the length of the alley.~~

~~2. Block Standards~~

~~The requirements set forth in Section 6.5, shall apply to multi-family residential block design.~~

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: N0022408-010-TO2-ES

1. **Effective Date:** August 5, 2019 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:
A Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:
[Erie Land Company, LLC, a Delaware limited liability company](#)
4. The land referred to in this Title Report is described as follows:
See Attached Legal Description
(for informational purposes only) W 1/2 S21 T1N R68W, Frederick, CO

Attached Legal Description

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 ASSUMED TO BEAR NORTH 89°38'17" EAST, A DISTANCE OF 2663.55;

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21;
THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, A DISTANCE OF 79.42 FEET;
THENCE SOUTH 00°21'43" EAST A DISTANCE OF 70.00 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED _____, 2019 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDED UNDER RECEPTION NUMBER _____ ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREINAFTER DESCRIBED;

THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 1,116.48 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 8, 2005 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDED UNDER [RECEPTION NUMBER 3338310](#);

THENCE NORTH 00°21'43" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT DATED APRIL 18, 1889 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER IN COMMISSIONER'S [BOOK 5 PAGE 205](#);

THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 218.38 FEET;
THENCE SOUTH 00°21'43" EAST, A DISTANCE OF 40.00 TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 00°21'43" EAST;

THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°59'58" AN ARC DISTANCE OF 23.56 FEET;

THENCE SOUTH 00°21'41" EAST, A DISTANCE OF 126.22 FEET TO A TANGENT 530.50 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;

THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°27'45" AN ARC DISTANCE OF 41.32 FEET TO A 15.00 FOOT REVERSE CURVE;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 90°08'48" AN ARC DISTANCE OF 23.60 FEET TO A 475.00 FOOT RADIUS COMPOUND CURVE;

THENCE EASTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 04°18'58" AN ARC DISTANCE OF 35.78 FEET;

THENCE NORTH 89°38'19" EAST, A DISTANCE OF 97.49 FEET;

THENCE SOUTH 00°10'50" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 54.91 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°21'41" AN ARC DISTANCE OF 23.66 FEET;

THENCE NORTH 89°38'19" EAST, A DISTANCE OF 169.48 FEET TO A TANGENT 45.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°20'58" AN ARC DISTANCE OF 54.47 FEET;

THENCE SOUTH 21°00'43" EAST, A DISTANCE OF 171.15 FEET TO A 2,249.61 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 24°04'09" EAST;

THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°55'09" AN ARC DISTANCE OF 75.35 FEET TO A 15.00 FOOT REVERSE CURVE;

THENCE NORTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 88°51'43" ARC DISTANCE OF 23.26 FEET;

THENCE NORTH 68°59'17" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 68°59'17" EAST;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 88°51'42" AN ARC DISTANCE OF 23.26 FEET TO A 2,250.00 FOOT REVERSE CURVE;

THENCE EASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°02'50" ARC DISTANCE OF 1.85 FEET;
THENCE SOUTH 19°49'36" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 19°49'36" EAST;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 91°11'08" AN ARC DISTANCE OF 23.87 FEET;
THENCE SOUTH 21°00'43" EAST, A DISTANCE OF 190.04 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHEASTERLY;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°42'04" AN ARC DISTANCE OF 23.22 FEET TO A 1,970.00 FOOT REVERSE CURVE;
THENCE EASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 03°41'32" ARC DISTANCE OF 126.95 FEET;
THENCE SOUTH 16°01'15" EAST, A DISTANCE OF 60.00 FEET TO A 1,910.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 16°01'15" EAST;
THENCE EASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 03°23'11" AN ARC DISTANCE OF 112.89 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 413.80 FEET;
THENCE NORTH 89°43'59" EAST, A DISTANCE OF 110.00 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 44.60 FEET;
THENCE NORTH 89°43'59" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°43'59" EAST;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 99°02'52" AN ARC DISTANCE OF 25.93 FEET;
THENCE SOUTH 09°18'53" EAST, A DISTANCE OF 60.00 FEET TO A 1,350.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 09°18'53" EAST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°36'56" AN ARC DISTANCE OF 14.51 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 80°20'12" ARC DISTANCE OF 21.03 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 18.53 FEET;
THENCE SOUTH 89°43'59" WEST, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 94.14 FEET TO A 1,240.00 FOOT RADIUS NON-TANGENT CURVE THOSE CENTER BEARS SOUTH 14°13'28" EAST;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°25'22" AN ARC DISTANCE OF 615.13 FEET;
THENCE NORTH 26°49'03" WEST, A DISTANCE OF 77.32 FEET;
THENCE SOUTH 63°10'57" WEST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 63°10'57" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 105°16'53" AN ARC DISTANCE OF 27.56 FEET;
THENCE NORTH 42°05'56" WEST, A DISTANCE OF 60.00 FEET TO A 1,470.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 42°05'56" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°05'50" AN ARC DISTANCE OF 28.15 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 69°13'07" ARC DISTANCE OF 18.12 FEET TO A 1,030.00 FOOT REVERSE CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°48'17" ARC DISTANCE OF 14.47 FEET;
THENCE NORTH 21°36'35" WEST, A DISTANCE OF 482.14 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;
THENCE WESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°19'06" AN ARC DISTANCE OF 27.83 FEET TO A 1,910.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 01°50'28" ARC DISTANCE OF 61.37 FEET TO A 2,030.00 FOOT REVERSE CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 07°16'18" ARC DISTANCE OF 257.64 FEET;
THENCE SOUTH 57°30'09" WEST A DISTANCE OF 58.89 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°58'05" AN ARC DISTANCE OF 23.82 FEET TO A 2,167.55 FOOT REVERSE CURVE;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°14'15" ARC DISTANCE OF 8.98 FEET;
THENCE SOUTH 56°46'19" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 56°46'19" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°16'09" AN ARC DISTANCE OF 23.37 FEET;
THENCE SOUTH 57°30'09" WEST, A DISTANCE OF 180.02 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°47'56" AN ARC DISTANCE OF 23.77 FEET TO A 1,912.50 FOOT REVERSE CURVE;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 10°04'15" ARC DISTANCE OF 336.15 FEET TO A 1,030.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 06°46'47" ARC DISTANCE OF 121.88 FEET TO A 1,347.50 FOOT REVERSE CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°58'54" ARC DISTANCE OF 23.09 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE EASTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 105°04'11" ARC DISTANCE OF 27.51 FEET;
THENCE SOUTH 32°29'51" EAST, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 57°30'09" WEST, A DISTANCE OF 20.92 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°54'15" AN ARC DISTANCE OF 20.66 FEET TO A 1,347.50 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°42'36" ARC DISTANCE OF 16.70 FEET;
THENCE SOUTH 67°53'18" WEST, A DISTANCE OF 60.00 FEET TO A 1,407.50 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 67°53'18" EAST;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 03°50'52" AN ARC DISTANCE OF 94.53 FEET;
THENCE SOUTH 58°39'11" WEST, A DISTANCE OF 74.21 FEET TO A TANGENT 1,520.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHWESTERLY;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°39'25" AN ARC DISTANCE OF 415.36 FEET TO A 42,886.17 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 87°48'30" WEST;
THENCE SOUTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°01'27" AN ARC DISTANCE OF 18.07 FEET;
THENCE NORTH 87°44'48" WEST, A DISTANCE OF 60.00 FEET TO A 1,520.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 13°19'43" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 08°29'03" AN ARC DISTANCE OF 225.08 FEET TO A 2,030.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 86°29'55" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°45'01" AN ARC DISTANCE OF 97.44 FEET;
THENCE NORTH 89°14'56" WEST, A DISTANCE OF 60.00 FEET TO A 1,970.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°14'56" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 07°56'46" AN ARC DISTANCE OF 273.21 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 84°53'33" ARC DISTANCE OF 22.22 FEET TO A 1,131.50 FOOT REVERSE CURVE;
THENCE WESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°30'15" ARC DISTANCE OF 9.95 FEET;
THENCE NORTH 01°35'00" WEST, A DISTANCE OF 54.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 01°35'00" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 98°05'23" AN ARC DISTANCE OF 25.68 FEET TO A 1,970.00 FOOT RADIUS COMPOUND CURVE;

THENCE NORTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°59'49" ARC DISTANCE OF 34.27 FEET TO A 1,530.00 FOOT REVERSE CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 06°40'54" ARC DISTANCE OF 178.43 FEET TO A 15.00 FOOT REVERSE CURVE;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 86°22'23" ARC DISTANCE OF 22.61 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 3.09 FEET;
THENCE NORTH 00°21'41" WEST, A DISTANCE OF 80.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°21'41" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 214.98 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89°38'50" WEST;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°01'05" AN ARC DISTANCE OF 23.57 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°21'43" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 212.96 FEET TO A 320.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89°55'46" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 18°14'30" AN ARC DISTANCE OF 101.88 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 44.20 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 18°18'44" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 62.50 FEET TO A 755.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 18°17'39" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 17°55'58" AN ARC DISTANCE OF 236.30 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 49.90 FEET;
THENCE NORTH 00°21'41" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 7.51 FEET;
THENCE NORTH 00°02'53" WEST, A DISTANCE OF 91.68 FEET;
THENCE SOUTH 89°57'07" WEST, A DISTANCE OF 2.38 FEET;
THENCE NORTH 00°01'59" EAST, A DISTANCE OF 70.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°02'53" WEST;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°03'24" AN ARC DISTANCE OF 23.58 FEET;
THENCE NORTH 00°00'31" EAST, A DISTANCE OF 589.86 FEET TO A TANGENT 36.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°37'46" AN ARC DISTANCE OF 56.32 FEET TO THE **POINT OF BEGINNING**.

ROBERT L. MEADOWS JR., PLS 34977

PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP

2435 RESEARCH PARKWAY, SUITE 300

COLORADO SPRINGS, CO. 80920

(719) 575-0100

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Reservations by the Union Pacific Railroad Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for mine and remove oil, coal and other minerals, all as contained in Deed recorded August 11, 1911 in Book 320 at Page 61, and any and all assignments thereof or interests therein.

The effect of Release and Quitclaim Deed recorded December 17, 1998 at Reception No. 2661201.

Request for Notification of Surface Development by RME Petroleum Company and RME Land Corp. (fka Union Pacific Resources Company and Union Pacific Land Resources) recorded February 28, 2002 at Reception No. 2954716.

Relinquishment recorded September 4, 2018 at Reception No. 4428217.

10. An easement for communication and other facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded May 7, 1930 in Book 894 at Page 390.
11. Terms, conditions, provisions, agreements and obligations specified under the Agreement by and between The Boulder Valley Coal Company and Union Pacific Railroad company and John J. Kirby and Joseph M. Kirby and Esther R. Kirby (the then owners of said property) recorded April 30, 1931 in Book 913 at Page 86.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

12. All oil, gas and associated liquid hydrocarbons as granted to Champlin Petroleum Company by Mineral Deed recorded November 30, 1972 in Book 681 at Reception No. 1602712, and the terms and conditions contained therein, and any and all assignments thereof or interest therein.

Ratification of Lease recorded December 10, 1990 at Reception No. 2235517.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

13. Terms, agreements, provisions, conditions and obligations of a Oil and Gas Lease, executed by Amoco Production Company, as Lessee(s), recorded November 30, 1972 in Book 681 at Reception No. 1602713, and any and all assignments thereof or interests therein.

Notice of Oil and Gas Interest and Surface Use recorded December 7, 2000 at Reception No. 2811876 in connection with the above lease.

Recording Supplement to Operating Agreement and Financing Statement by Encana Oil & Gas Inc. and Non-operator parties all as set forth in said instrument as recorded October 9, 2018 at Reception No. 4437212, and any and all assignments thereof or interests therein.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

14. Terms, conditions, provisions, agreements and obligations specified under the Surface Owner's Agreement by and between Patricia S. Ackard and Champlin Petroleum Company recorded July 10, 1974 in Book 178 at Reception No. 1640298.

Request for notification (Mineral Estate Owner) as Recorded December 21, 2007 at Reception No. 3525268.

Assignment of Royalty (Quit Claim) Recorded September 7, 2016 at Reception No. 4234417.

Assignment of Royalty (Quit Claim) Recorded December 22, 2017 at Reception No. 4362621.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

15. An easement for communication and other facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded January 5, 1987 in Book 1141 at Reception No. 2083323.

16. The effect of the Communitization Agreement as Recorded November 21, 2008 at Reception No. 3591158.

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

Recording Date: September 4, 2018
Recording No.: Reception No. 4428213

18. Terms, conditions, provisions, agreements and obligations contained in the Dearmin Zoning Map as set forth below:

Recording Date: December 19, 2018
Recording No.: Reception No. 4454695

19. Terms, conditions, provisions, agreements and obligations contained in the Relinquishment as set forth below:

Recording Date: September 4, 2018
Recording No.: Reception No. 4428217

20. Town of Erie Ordinance No. 13-2019, an ordinance of the Board of Trustees of the Town of Erie, Colorado vacating portions of Weld county Roads 5 and 8 as recorded July 18, 2019 at Reception No. 4506864.

21. Declarations of Pooling as recorded September 12, 2019 at Reception No.s 4522622, 4522623, 4522624 and 4522625.

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title, National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title, National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title, National Commercial Services and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title, National Commercial Services within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: N0022408-010-TO2-ES

1. **Effective Date:** August 5, 2019 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:
A Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:
[Erie Land Company, LLC, a Delaware limited liability company](#)
4. The land referred to in this Title Report is described as follows:
See Attached Legal Description
(for informational purposes only) W 1/2 S21 T1N R68W, Frederick, CO

Attached Legal Description

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 ASSUMED TO BEAR NORTH 89°38'17" EAST, A DISTANCE OF 2663.55;

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21;
THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, A DISTANCE OF 79.42 FEET;
THENCE SOUTH 00°21'43" EAST A DISTANCE OF 70.00 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED _____, 2019 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDED UNDER RECEPTION NUMBER _____ ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREINAFTER DESCRIBED;

THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 1,116.48 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 8, 2005 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDED UNDER [RECEPTION NUMBER 3338310](#);

THENCE NORTH 00°21'43" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT DATED APRIL 18, 1889 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER IN COMMISSIONER'S [BOOK 5 PAGE 205](#);

THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 218.38 FEET;
THENCE SOUTH 00°21'43" EAST, A DISTANCE OF 40.00 TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 00°21'43" EAST;

THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°59'58" AN ARC DISTANCE OF 23.56 FEET;

THENCE SOUTH 00°21'41" EAST, A DISTANCE OF 126.22 FEET TO A TANGENT 530.50 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;

THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°27'45" AN ARC DISTANCE OF 41.32 FEET TO A 15.00 FOOT REVERSE CURVE;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 90°08'48" AN ARC DISTANCE OF 23.60 FEET TO A 475.00 FOOT RADIUS COMPOUND CURVE;

THENCE EASTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 04°18'58" AN ARC DISTANCE OF 35.78 FEET;

THENCE NORTH 89°38'19" EAST, A DISTANCE OF 97.49 FEET;

THENCE SOUTH 00°10'50" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 54.91 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°21'41" AN ARC DISTANCE OF 23.66 FEET;

THENCE NORTH 89°38'19" EAST, A DISTANCE OF 169.48 FEET TO A TANGENT 45.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°20'58" AN ARC DISTANCE OF 54.47 FEET;

THENCE SOUTH 21°00'43" EAST, A DISTANCE OF 171.15 FEET TO A 2,249.61 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 24°04'09" EAST;

THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°55'09" AN ARC DISTANCE OF 75.35 FEET TO A 15.00 FOOT REVERSE CURVE;

THENCE NORTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 88°51'43" ARC DISTANCE OF 23.26 FEET;

THENCE NORTH 68°59'17" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 68°59'17" EAST;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 88°51'42" AN ARC DISTANCE OF 23.26 FEET TO A 2,250.00 FOOT REVERSE CURVE;

THENCE EASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°02'50" ARC DISTANCE OF 1.85 FEET;
THENCE SOUTH 19°49'36" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 19°49'36" EAST;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 91°11'08" AN ARC DISTANCE OF 23.87 FEET;
THENCE SOUTH 21°00'43" EAST, A DISTANCE OF 190.04 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHEASTERLY;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°42'04" AN ARC DISTANCE OF 23.22 FEET TO A 1,970.00 FOOT REVERSE CURVE;
THENCE EASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 03°41'32" ARC DISTANCE OF 126.95 FEET;
THENCE SOUTH 16°01'15" EAST, A DISTANCE OF 60.00 FEET TO A 1,910.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 16°01'15" EAST;
THENCE EASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 03°23'11" AN ARC DISTANCE OF 112.89 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 413.80 FEET;
THENCE NORTH 89°43'59" EAST, A DISTANCE OF 110.00 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 44.60 FEET;
THENCE NORTH 89°43'59" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°43'59" EAST;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 99°02'52" AN ARC DISTANCE OF 25.93 FEET;
THENCE SOUTH 09°18'53" EAST, A DISTANCE OF 60.00 FEET TO A 1,350.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 09°18'53" EAST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°36'56" AN ARC DISTANCE OF 14.51 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 80°20'12" ARC DISTANCE OF 21.03 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 18.53 FEET;
THENCE SOUTH 89°43'59" WEST, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 94.14 FEET TO A 1,240.00 FOOT RADIUS NON-TANGENT CURVE THOSE CENTER BEARS SOUTH 14°13'28" EAST;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°25'22" AN ARC DISTANCE OF 615.13 FEET;
THENCE NORTH 26°49'03" WEST, A DISTANCE OF 77.32 FEET;
THENCE SOUTH 63°10'57" WEST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 63°10'57" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 105°16'53" AN ARC DISTANCE OF 27.56 FEET;
THENCE NORTH 42°05'56" WEST, A DISTANCE OF 60.00 FEET TO A 1,470.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 42°05'56" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°05'50" AN ARC DISTANCE OF 28.15 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 69°13'07" ARC DISTANCE OF 18.12 FEET TO A 1,030.00 FOOT REVERSE CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°48'17" ARC DISTANCE OF 14.47 FEET;
THENCE NORTH 21°36'35" WEST, A DISTANCE OF 482.14 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;
THENCE WESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°19'06" AN ARC DISTANCE OF 27.83 FEET TO A 1,910.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 01°50'28" ARC DISTANCE OF 61.37 FEET TO A 2,030.00 FOOT REVERSE CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 07°16'18" ARC DISTANCE OF 257.64 FEET;
THENCE SOUTH 57°30'09" WEST A DISTANCE OF 58.89 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°58'05" AN ARC DISTANCE OF 23.82 FEET TO A 2,167.55 FOOT REVERSE CURVE;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°14'15" ARC DISTANCE OF 8.98 FEET;
THENCE SOUTH 56°46'19" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 56°46'19" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°16'09" AN ARC DISTANCE OF 23.37 FEET;
THENCE SOUTH 57°30'09" WEST, A DISTANCE OF 180.02 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°47'56" AN ARC DISTANCE OF 23.77 FEET TO A 1,912.50 FOOT REVERSE CURVE;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 10°04'15" ARC DISTANCE OF 336.15 FEET TO A 1,030.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 06°46'47" ARC DISTANCE OF 121.88 FEET TO A 1,347.50 FOOT REVERSE CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°58'54" ARC DISTANCE OF 23.09 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE EASTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 105°04'11" ARC DISTANCE OF 27.51 FEET;
THENCE SOUTH 32°29'51" EAST, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 57°30'09" WEST, A DISTANCE OF 20.92 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°54'15" AN ARC DISTANCE OF 20.66 FEET TO A 1,347.50 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°42'36" ARC DISTANCE OF 16.70 FEET;
THENCE SOUTH 67°53'18" WEST, A DISTANCE OF 60.00 FEET TO A 1,407.50 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 67°53'18" EAST;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 03°50'52" AN ARC DISTANCE OF 94.53 FEET;
THENCE SOUTH 58°39'11" WEST, A DISTANCE OF 74.21 FEET TO A TANGENT 1,520.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHWESTERLY;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°39'25" AN ARC DISTANCE OF 415.36 FEET TO A 42,886.17 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 87°48'30" WEST;
THENCE SOUTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°01'27" AN ARC DISTANCE OF 18.07 FEET;
THENCE NORTH 87°44'48" WEST, A DISTANCE OF 60.00 FEET TO A 1,520.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 13°19'43" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 08°29'03" AN ARC DISTANCE OF 225.08 FEET TO A 2,030.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 86°29'55" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°45'01" AN ARC DISTANCE OF 97.44 FEET;
THENCE NORTH 89°14'56" WEST, A DISTANCE OF 60.00 FEET TO A 1,970.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°14'56" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 07°56'46" AN ARC DISTANCE OF 273.21 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 84°53'33" ARC DISTANCE OF 22.22 FEET TO A 1,131.50 FOOT REVERSE CURVE;
THENCE WESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°30'15" ARC DISTANCE OF 9.95 FEET;
THENCE NORTH 01°35'00" WEST, A DISTANCE OF 54.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 01°35'00" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 98°05'23" AN ARC DISTANCE OF 25.68 FEET TO A 1,970.00 FOOT RADIUS COMPOUND CURVE;

THENCE NORTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°59'49" ARC DISTANCE OF 34.27 FEET TO A 1,530.00 FOOT REVERSE CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 06°40'54" ARC DISTANCE OF 178.43 FEET TO A 15.00 FOOT REVERSE CURVE;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 86°22'23" ARC DISTANCE OF 22.61 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 3.09 FEET;
THENCE NORTH 00°21'41" WEST, A DISTANCE OF 80.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°21'41" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 214.98 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89°38'50" WEST;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°01'05" AN ARC DISTANCE OF 23.57 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°21'43" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 212.96 FEET TO A 320.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89°55'46" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 18°14'30" AN ARC DISTANCE OF 101.88 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 44.20 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 18°18'44" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 62.50 FEET TO A 755.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 18°17'39" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 17°55'58" AN ARC DISTANCE OF 236.30 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 49.90 FEET;
THENCE NORTH 00°21'41" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 7.51 FEET;
THENCE NORTH 00°02'53" WEST, A DISTANCE OF 91.68 FEET;
THENCE SOUTH 89°57'07" WEST, A DISTANCE OF 2.38 FEET;
THENCE NORTH 00°01'59" EAST, A DISTANCE OF 70.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°02'53" WEST;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°03'24" AN ARC DISTANCE OF 23.58 FEET;
THENCE NORTH 00°00'31" EAST, A DISTANCE OF 589.86 FEET TO A TANGENT 36.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°37'46" AN ARC DISTANCE OF 56.32 FEET TO THE **POINT OF BEGINNING**.

ROBERT L. MEADOWS JR., PLS 34977

PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP

2435 RESEARCH PARKWAY, SUITE 300

COLORADO SPRINGS, CO. 80920

(719) 575-0100

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Reservations by the Union Pacific Railroad Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for mine and remove oil, coal and other minerals, all as contained in Deed recorded August 11, 1911 in Book 320 at Page 61, and any and all assignments thereof or interests therein.

The effect of Release and Quitclaim Deed recorded December 17, 1998 at Reception No. 2661201.

Request for Notification of Surface Development by RME Petroleum Company and RME Land Corp. (fka Union Pacific Resources Company and Union Pacific Land Resources) recorded February 28, 2002 at Reception No. 2954716.

Relinquishment recorded September 4, 2018 at Reception No. 4428217.

10. An easement for communication and other facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded May 7, 1930 in Book 894 at Page 390.
11. Terms, conditions, provisions, agreements and obligations specified under the Agreement by and between The Boulder Valley Coal Company and Union Pacific Railroad company and John J. Kirby and Joseph M. Kirby and Esther R. Kirby (the then owners of said property) recorded April 30, 1931 in Book 913 at Page 86.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

12. All oil, gas and associated liquid hydrocarbons as granted to Champlin Petroleum Company by Mineral Deed recorded November 30, 1972 in Book 681 at Reception No. 1602712, and the terms and conditions contained therein, and any and all assignments thereof or interest therein.

Ratification of Lease recorded December 10, 1990 at Reception No. 2235517.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

13. Terms, agreements, provisions, conditions and obligations of a Oil and Gas Lease, executed by Amoco Production Company, as Lessee(s), recorded November 30, 1972 in Book 681 at Reception No. 1602713, and any and all assignments thereof or interests therein.

Notice of Oil and Gas Interest and Surface Use recorded December 7, 2000 at Reception No. 2811876 in connection with the above lease.

Recording Supplement to Operating Agreement and Financing Statement by Encana Oil & Gas Inc. and Non-operator parties all as set forth in said instrument as recorded October 9, 2018 at Reception No. 4437212, and any and all assignments thereof or interests therein.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

14. Terms, conditions, provisions, agreements and obligations specified under the Surface Owner's Agreement by and between Patricia S. Ackard and Champlin Petroleum Company recorded July 10, 1974 in Book 178 at Reception No. 1640298.

Request for notification (Mineral Estate Owner) as Recorded December 21, 2007 at Reception No. 3525268.

Assignment of Royalty (Quit Claim) Recorded September 7, 2016 at Reception No. 4234417.

Assignment of Royalty (Quit Claim) Recorded December 22, 2017 at Reception No. 4362621.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

15. An easement for communication and other facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded January 5, 1987 in Book 1141 at Reception No. 2083323.

16. The effect of the Communitization Agreement as Recorded November 21, 2008 at Reception No. 3591158.

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

Recording Date: September 4, 2018
Recording No.: Reception No. 4428213

18. Terms, conditions, provisions, agreements and obligations contained in the Dearmin Zoning Map as set forth below:

Recording Date: December 19, 2018
Recording No.: Reception No. 4454695

19. Terms, conditions, provisions, agreements and obligations contained in the Relinquishment as set forth below:

Recording Date: September 4, 2018
Recording No.: Reception No. 4428217

20. Town of Erie Ordinance No. 13-2019, an ordinance of the Board of Trustees of the Town of Erie, Colorado vacating portions of Weld county Roads 5 and 8 as recorded July 18, 2019 at Reception No. 4506864.

21. Declarations of Pooling as recorded September 12, 2019 at Reception No.s 4522622, 4522623, 4522624 and 4522625.

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title, National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title, National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title, National Commercial Services and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title, National Commercial Services within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE