



TOWN OF ERIE

Planning & Development – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Website: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed. Application fees must accompany application.

STAFF USE ONLY

FILE NAME:

FILE NO:

DATE SUBMITTED:

FEES PAID:

PROJECT/BUSINESS NAME: North Westerly

PROJECT ADDRESS: TBD - generally east of County Road 5, west of County Road 7, and north of Erie Parkway

PROJECT DESCRIPTION: Proposal to re-zone the North Westerly property to PD to provide the opportunity for a Mixed Use community that provides a transition to the Erie Gateway community, and a logical extension of the existing Westerly Community.

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: North Westerly

Filing #: Lot #: Block #: Section: 16 Township: 1 North Range: 68 West

OWNER (attach separate sheets if multiple)

Name/Company: Southern Land/Erie Land Company

Contact Person: Heidi Majerik

Address: 1225 17th Street, Suite 2420

City/State/Zip: Denver, CO - 80202

Phone: 720-531-8924 Fax:

E-mail: heidi.majerik@southernland.com

☒ Check here if Owner is responsible for Application Billing

AUTHORIZED REPRESENTATIVE

Company/Firm: PCS Group, Inc.

Contact Person: John Prestwich

Address: 200 Kalamath Street,

City/State/Zip: Denver, CO - 80203

Phone: 720-259-8246 Fax:

E-mail: john@pcsgroupco.com

☐ Check here if Authorized Representative is responsible for Application Billing

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: State of Colorado

Address: 1127 N Sherman St, Ste 300

City/State/Zip: Denver, CO - 80203

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: Kerr McGee

Address: 1099 18th Street, Suite 1800

City/State/Zip: Denver, CO - 80202

LAND-USE & SUMMARY INFORMATION

Present Zoning: LR, MR, HR, CC

Proposed Zoning: PD

Gross Acreage: approx. 390 acres

Gross Site Density (du/ac): 5.9 du/ac

Lots/Units Proposed: 2,300

Gross Floor Area: 175,000 sq.ft.

SERVICE PROVIDERS

Electric: Public Service

Metro District: Yes

Water (if other than Town):

Gas: Black Hills

Fire District: Mountain View Fire Protection

Sewer (if other than Town):

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES

ANNEXATION/DE-ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (40+ acres)	\$ 2000.00	<input type="checkbox"/> Sketch Plan	\$ 500.00 + 5.00 per lot
<input type="checkbox"/> Minor (20 acres to 40 acres)	\$ 1000.00	<input type="checkbox"/> Preliminary Plat	\$ 1000.00 + 20.00 per lot
<input type="checkbox"/> Minor (up to 20 acres)	\$500.00	<input type="checkbox"/> Final Plat	\$ 1000.00 + 10.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Minor Subdivision Plat	\$1000.00
<input type="checkbox"/> Major (40+ acres)	\$ 1000.00	<input type="checkbox"/> Annexation Plat	\$ 200.00
<input type="checkbox"/> Minor (Less than 40 acres)	\$ 200.00	<input type="checkbox"/> Minor Amendment	\$200.00
ZONING/REZONING		<input type="checkbox"/> Vacation ROW or Easement	\$200.00
<input checked="" type="checkbox"/> Planned Development (PD)	\$ 5000.00 + 10.00 per acre	VARIANCE	
<input type="checkbox"/> Planned Dev (PD/PUD Amdt)	\$ 1500.00 + 10.00 per acre		\$300.00
<input type="checkbox"/> All Other Zoning/Rezoning	\$ 500.00 + 10.00 per acre	METRO DIST SERVICE PLAN	
<input type="checkbox"/>		Cost to Town - \$10000.00 Deposit	
SPECIAL REVIEW USE		SITE PLAN	
<input type="checkbox"/> Oil & Gas	\$1200.00	<input type="checkbox"/> Residential	\$ 200.00 + 10.00 per unit
<input type="checkbox"/> All Other Types	\$500.00	<input type="checkbox"/> Non-Resl. (>10,000 sq. ft.)	\$ 1000.00
MISCELLANEOUS		<input type="checkbox"/> Non-Resl. (<10,000 sq.ft.)	\$500.00
<input type="checkbox"/> Temporary Use Permit	\$50.00	<input type="checkbox"/> Residential Amdt	\$ 200.00 + 10.00 per unit
<input type="checkbox"/> Architectural Review w/o Subd or Site Plan	\$300/model	<input type="checkbox"/> Non Res Amdt (major)	\$500.00
OTHER FEES		<input type="checkbox"/> Non Res Amdt (minor)	\$100.00
<input type="checkbox"/> 3rd Party Review of Any App (incl. Legal Review)	Cost to Town (Chargeback)	WIRELESS COMMUNICATION	
<input type="checkbox"/>		<input type="checkbox"/> Wireless Facility - Admin	\$250.00
		<input type="checkbox"/> Wireless Facility - Planning Commission	\$500.00

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.

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 Title 10, Section 7.2.B.5 of the Town of Erie Municipal Code, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of the Town, necessary for project review. In addition, the undersigned is aware that the applicant is responsible for all recording and publication costs associated with this application. By this acknowledgement, the undersigned hereby certify that the above information is true and correct. An application is not deemed accepted by the Town until the Town acknowledges in writing that the application materials and fees submitted are complete.**

Owner: Don Mykle

Date: 2/5/24

Owner: _____

Date: _____

Applicant: _____

Date: _____

STATE OF COLORADO)
County of Denver) ss.

The foregoing instrument was acknowledged before

me this 5th day of February, 2024

by Heidi Materik

My commission expires: March 16th, 2026

Witness my hand and official seal.

LAND USE APPLICATION FORM – JANUARY 2022



Notary Public

NOT REQUIRED AT TIME OF APPLICATION



Melinda Helmer, CMC | Business Operations Coordinator
Town of Erie | Planning & Development
645 Holbrook Street | P.O. Box 750 | Erie, CO 80516
Phone: 303-926-2770
www.erieco.gov

RE: **WESTERLY NORTH** - A Southern Land Company Community
- Town of Erie, Colorado - PD Zoning Submittal Fee

Per the land use application please find enclosed with this application a check for the following submittal fee.

\$5000.00 + 10.00 per acre (390 acres) - \$8,900.00

Sincerely,

John Prestwich - President, PCS Group, Inc. - RLA

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

8055 E. Tufts Ave, #900
Denver, CO 80237
Phone: (303) 291-9977

DATE: January 29, 2024

FILE NUMBER: 100-00502547-201-T21

PROPERTY ADDRESS: Vacant Land in Section 16, Township 1 North, Range 68 West, Erie, CO

BUYER/BORROWER: Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below

OWNER(S): North Westerly Owner, LLC, a Delaware limited liability company

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R8947358 / 146716200076 R8983988 / 146716400004

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer

ATTN: Title Only 201
PHONE: (303) 291-9977
FAX: (303) 633-7720
E-MAIL:

Escrow Assistant

ATTN:
PHONE:
E-MAIL:

Title Officer

ATTN: Eric Stearns
PHONE: (303) 692-6778
E-MAIL: estearns@fnf.com

Sales Executive

ATTN: Erin Kelley
E-MAIL: Erin.Kelley@fnf.com

TO: Fidelity National Title, NCS
8055 E. Tufts Ave.
Suite 900
Denver, CO 80237

ATTN: Jennifer York - Escrow Officer
PHONE: (000) 000-0000
FAX: (000) 000-0000
E-MAIL: jyork@fnf.com

TO: Fidelity National Title, NCS
8055 E. Tufts Ave.
Suite 900
Denver, CO 80237

ATTN: Sarah Yurkoski
PHONE: (303) 291-9821
FAX: (000) 000-0000
E-MAIL: Sarah.Yurkoski@fnf.com

TO: Southern Land Company
1225 17th St.
Suite 2420
Denver, CO 80202

ATTN: Gracy Weil
PHONE: (303) 887-8075
FAX: (000) 000-0000
E-MAIL: gracy.weil@southernland.com

**Commitment Transmittal
(Continued)**

TO:	Fidelity National Title Insurance, NCS Div	ATTN:	Title Only 201
	(DTC)	PHONE:	(303) 291-9977
	8055 E. Tufts Ave	FAX:	(303) 633-7720
	#900	E-MAIL:	
	Denver, CO 80237		

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under state statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

8. **PROFORMA POLICY**

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

9. **CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. This Commitment Condition does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. **CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT

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IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. **ARBITRATION**

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

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

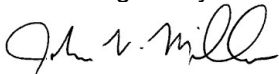
Issuing Agent: Fidelity National Title Insurance Co., National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 00502547-201-T21-ES
Property Address: Vacant Land in Section 16, Township 1 North, Range 68 West, Erie, CO
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **January 18, 2024**
2. Policy to be issued:
 - (a) **ALTA Standard Owner's Policy (7-1-21)**
Proposed Insured: **Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below**
Proposed Amount of Insurance: **\$100,000.00**
The estate or interest to be insured: **FEE SIMPLE**
 - (b) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured: **FEE SIMPLE**
 - (c) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:
Fee simple
4. The Title is, at the Commitment Date, vested in:
North Westerly Owner, LLC, a Delaware limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Countersigned by:



John Miller
Authorized Signature

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SCHEDULE A
(Continued)**PREMIUMS:**

Owners Policy	445.00
Delete 1-4 commercial (upon requirements met and provided there is no recent, ongoing or anticipated construction on the land)	95.00
Tax Certificate (2)	36.00

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

Page 2

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EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ERIE, IN THE COUNTY OF WELD, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

A parcel of land located in Section 16, Township 1 North, Range 68 West of the Sixth Principal Meridian, County of Weld, State of Colorado more particularly described as follows:

Basis of bearings: bearings are based on the assumption that the North line of the Southeast 1/4 of Section 16 being N 89°30'52" E and Monumented as follows:

Center 1/4 corner of Section 16, being a found 3.25" aluminum cap, LS 6973, RW Bayer Assoc., per mon rec dated 3-1-14.

East 1/4 corner of Section 16, being a found 2" aluminum cap in Range box, partially illegible, PLS 14083, per monument record dated 4-9-96.

Beginning at the center 1/4 corner of Section 16;

Thence N 89°30'52" E along the North line of said Southeast 1/4 of Section 16 a distance of 2660.74 feet to the East 1/4 corner of Section 16;

Thence S 00°22'39" E along the East line of said Southeast 1/4 of Section 16 a distance of 2643.26 feet to the Southeast corner of said Section 16;

Thence S 89°38'36" W along the South line of said Southeast 1/4 of Section 16 a distance of 2663.38 feet to the South 1/4 corner of said Section 16;

Thence S 89°38'17" W along the South line of the Southwest 1/4 of said Section 16 a distance of 2663.55 feet to the Southwest corner of said Section 16;

Thence N 00°13'30" W along the West line of said Southwest 1/4 of Section 16 a distance of 30.00 feet;

Thence N 89°38'17" E along a line 30 feet North and parallel of said South line of the Southwest 1/4 of Section 16 a distance of 1320.00 feet;

Thence N 00°13'30" W along the Westerly boundary of that parcel of land recorded at Reception No. 3158505 and extension thereof a distance of 1949.87 feet to a point on the Southerly boundary of that parcel of land recorded at [Reception No. 4206840](#);

Thence along said Southerly, Easterly and Northerly boundary of said parcel of land recorded at Reception No. 4206840 the following Six (6) courses:

- 1) N 89°38'27" E a distance of 2.00 feet;
- 2) N 04°46'24" W a distance of 110.00 feet;
- 3) S 89°38'27" W a distance of 48.00 feet;
- 4) N 44°31'51" W a distance of 339.83 feet;
- 5) N 03°21'55" E a distance of 545.00 feet;
- 6) S 89°31'06" W a distance of 1062.00 feet to a point on the West line of the Northwest 1/4 of said Section 16;

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EXHIBIT A
(Continued)

Thence N 00°12'52" W along said West line of the Northwest 1/4 of Section 16 a distance of 2388.44 feet to the Northwest corner of said Section 16;

Thence N 89°23'44" E along the North line of said Northwest 1/4 of Section 16 a distance of 2654.66 feet to the North 1/4 corner of said Section 16;

Thence W 00°18'49" E along the East line of said Northwest 1/4 of Section 16 a distance of 2637.31 feet to the point of beginning.

Excepting therefrom that portion of the above described land as was conveyed to the Town of Erie in Special Warranty Deed as recorded October 12, 2023 at [Reception No. 4925429](#).

For informational purposes only:

R8947358 / 146716200076, R8983988 / 146716400004

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SCHEDULE B – PART I REQUIREMENTS

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: North Westerly Owner, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of Statement of Authority for North Westerly Owner, LLC, a Delaware limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- f. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): North Westerly Owner, LLC, a Delaware limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- g. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

- h. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- i. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B – Part I

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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SCHEDULE B – PART II EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any facts, rights, interests or claims that are not 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.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

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.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Rights of way for County Roads 30 feet on either side of Section and Township lines, as established by the Board of County Commissioners for Weld County, Colorado, recorded October 14, 1889 in [Book 86 at Pages 273 and 274](#)
10. Terms, conditions, provisions, agreements and obligations contained in the Warranty Deed for a right-of-way for ditches as set forth below:

Recording Date: July 24, 1908
Recording No.: [Book 283, Page 140](#)

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EXCEPTIONS

(Continued)

11. Terms, conditions, provisions, agreements and obligations contained in the Right of Way Deed as set forth below:

Recording Date: March 17, 1909
Recording No.: [Book 296, Page 149](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Deed for a right-of-way for ditches as set forth below:

Recording Date: December 23, 1918
Recording No.: [Reception No. 287648](#)

13. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: November 9, 1970
Lessor: State of Colorado
Lessee: Pan American Petroleum Corporation
Recording Date: January 15, 1971
Recording No.: [Reception No. 1560542](#)

Segregation Agreement recorded February 24, 1994 at [Reception No. 2375203](#).

14. Terms, conditions, provisions, agreements and obligations contained in the Right of Way No. 2200, Book 22 as set forth below:

Recording Date: January 4, 1977
Recording No.: [Reception No. 1707860](#)

15. Terms, conditions, provisions, agreements and obligations and easements contained in the Easement Agreement as set forth below:

Recording Date: August 5, 1977
Recording No.: [Reception No. 1726691](#)

16. Terms, conditions, provisions, agreements and obligations and easements contained in the Right of Way No. 2237, Book 22 as set forth below:

Recording Date: October 20, 1977
Recording No.: [Reception No. 1733790](#)

17. Any taxes or assessments by reason of the inclusion of the Land in the Northern Water Conservancy District as evidenced by instrument recorded June 25, 1979 at [Reception No. 1794791](#).

18. Terms, conditions, provisions, agreements and obligations and easements contained in the Right of Way Easements and Licenses as set forth below:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

EXCEPTIONS

(Continued)

Recording Date: July 11, 1980
Recording No.: [Reception No. 1829875](#)

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

Recording Date: January 13, 1982
Recording No.: [Reception No. 1879794](#)

20. Terms, conditions, provisions, agreements and obligations and easements contained in the Right of Way Easements and Licenses as set forth below:

Recording Date: October 8, 1987
Recording No.: [Reception No. 2117216](#) and [Reception No. 2117219](#)

21. Terms, conditions, provisions, agreements and obligations contained in the Right of Way No. 2382, Book 23 as set forth below:

Recording Date: February 1, 1989
Recording No.: [Reception No. 2169606](#)

22. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Left Hand Water District, as evidenced by instrument(s) recorded March 28, 1990 at [Reception No. 2209216](#).

23. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Longmont Fire Protection N/K/A Mountain View Fire Protection District, as evidenced by instrument(s) recorded April 26, 1990 at [Reception No. 2211885](#).

24. Terms, conditions, provisions, agreements and obligations contained in the Statement of Possible Statutory Lien as set forth below:

Recording Date: August 28, 1990
Recording No.: [Reception No. 2224977](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way 2924, Book 29 as set forth below:

Recording Date: June 9, 1994
Recording No.: [Reception No. 2392565](#)

26. Terms, conditions, provisions, agreements and obligations and easements contained in the Right of Way Easements and Licenses as set forth below:

Recording Date: September 27, 1994
Recording No.: [Reception No. 2408335](#)

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

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EXCEPTIONS

(Continued)

Recording Date: October 20, 1994
Recording No.: [Reception No. 2411812](#)

Correction Notice recorded October 26, 1994 at [Reception No. 2412552](#).

28. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 501 as set forth below:

Recording Date: June 10, 1996
Recording No.: [Reception No. 2495441](#)

29. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the Map of Road 8 Annexation Plat No. 5 to the Town of Erie recorded June 10, 1996 at [Reception No. 2495446](#).

30. Terms, conditions, provisions, agreements and obligations and easements contained in the Right of Way 3119, Book 31 as set forth below:

Recording Date: September 20, 1999
Recording No.: [Reception No. 2721574](#)

31. Terms, conditions, provisions, agreements and obligations contained in the Notice of Oil and Gas Interests and Surface Use as set forth below:

Recording Date: November 16, 2000
Recording No.: [Reception No. 2807505](#)

32. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the Map of State of Colorado Land in Section 16 recorded April 3, 2006 at [Reception No. 3375891](#).

33. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:

Recording Date: October 15, 2007
Recording No.: [Reception No. 3511023](#)

34. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification (Mineral Estate Owner) as set forth below:

Recording Date: December 21, 2007
Recording No.: [Reception No. 3525268](#)

35. Terms, conditions, provisions, agreements and obligations contained in the Notice of Pipeline Location as set forth below:

Recording Date: April 20, 2009

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EXCEPTIONS

(Continued)

Recording No.: [Reception No. 3617541](#)

And re-recorded June 11, 2009 at [Reception No. 3629454](#).

36. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way No. 3508 as set forth below:

Recording Date: April 18, 2012
Recording No.: [Reception No. 3839836](#)

37. Terms, conditions, provisions, agreements and obligations and easements contained in the Non Exclusive Easement Agreement as set forth below:

Recording Date: February 4, 2013
Recording No.: [Reception No. 3907637](#)

38. Terms, conditions, provisions, agreements and obligations contained in the State of Colorado Board of Land Commissioners Right-of-Way Contract on State Trust Lands No. 3614 as set forth below:

Recording Date: August 20, 2014
Recording No.: [Reception No. 4039650](#)

First Amendment recorded March 24, 2015 at [Reception No. 4093063](#).

39. Interest in and to any oil, gas, and other minerals ownership claims and development of those interests as disclosed in the Memorandum of Agreement as set forth below:

Recording Date: April 15, 2020
Recording No.: [Reception No. 4582913](#)

40. Interest in and to any oil, gas, and other minerals ownership claims and development of those interests as disclosed in the Memorandum of Crude Oil Purchase and Sale Agreement as set forth below:

Recording Date: September 1, 2020
Recording No.: [Reception No. 4625353](#)

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EXCEPTIONS

(Continued)

41. The following items as set forth on the ALTA/NSPS survey as prepared by KT Engineering Company Dated October 28, 2022 as Job No 0099-2216
- a. Utility lines outside of their respective easements in various locations .
 - b. various gravel/ dirt roads traversing subject property with no apparent easements
 - c. location of fence lines and any boundary discrepancy due to the location of fence lines and the effect of any right, title or interest that may be claimed due to any said discrepancy
 - d. Water drainage onto subject property from property to the west
 - e. Various well facilities and unknown lease or rights for use
 - f. Ditch laying outside designated easement
 - g. Concrete Bin Wall on subject property with no easement
 - h. Storm Sewer on subject property with no apparent easement
42. Terms, conditions, provisions, agreements and obligations contained in the North Westerly Annexation Map as set forth below:
- Recording Date: October 12, 2023
Recording No.: [Reception No. 4925419](#)
43. Terms, conditions, provisions, agreements and obligations contained in the Town of Erie Ordinance No. 020-2023 as set forth below:
- Recording Date: October 12, 2023
Recording No.: [Reception No. 4925420](#)
44. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement to the Town of Erie as set forth below:
- Recording Date: October 12, 2023
Recording No.: [Reception No. 4925421](#)
45. Terms, conditions, provisions, agreements and obligations contained in the North Westerly Annexation Map to the Town of Erie as set forth below:
- Recording Date: October 12, 2023
Recording No.: [Reception No. 4925422](#)
46. Terms, conditions, provisions, agreements and obligations contained in the Town of Erie Ordinance No. 021-2023 as set forth below:
- Recording Date: October 12, 2023
Recording No.: [Reception No. 4925423](#)
47. Terms, conditions, provisions, agreements and obligations contained in the North Westerly Zoning Map as set forth below:
- Recording Date: October 12, 2023

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

EXCEPTIONS

(Continued)

Recording No.: [Reception No. 4925424](#)

48. Terms, conditions, provisions, agreements and obligations contained in the No Surface Occupancy Leases as set forth below:

Recording Date: October 12, 2023
Recording No.: [Reception No. 4925426](#)

49. Terms, conditions, provisions, agreements and obligations contained in the General Assignment and Assumption Agreement as set forth below:

Recording Date: October 12, 2023
Recording No.: [Reception No. 4925427](#)

50. Terms, conditions, provisions, agreements and obligations contained in the Pre-Development Agreement as set forth below:

Recording Date: October 12, 2023
Recording No.: [Reception No. 4925428](#)

END OF SCHEDULE B – PART II

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Insurance Co., National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquies@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with

Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



645 Holbrook, - PO Box 750
Erie, CO 80516

RE: North Westerly Property - A Southern Land Company Community
- Town of Erie, Colorado - Letter of Authorization

The land being submitted for consideration of this application is owned by the applicant and therefore the Letter of Authorization is not applicable to this application.

Sincerely,

John Prestwich - President, PCS Group, Inc. - RLA

Melinda Helmer, CMC | Business Operations Coordinator

Town of Erie | Planning & Development

645 Holbrook Street | P.O. Box 750 | Erie, CO 80516

Phone: 303-926-2770

www.erieco.gov

RE: North **WESTERLY** – A Southern Land Company Community
– Town of Erie, Colorado

To Whom It May Concern:

Copies of Any Special Agreements:

There is 1 shut in well on the property and several plugged and abandoned wells. The Erie Land Company, true to its continuing commitment to respecting the concerns of the Board of Trustees and the Town's citizens has negotiated a surface use agreement, that takes effect when the Erie Land Company closes the land (after annexation and initial zoning are approved) with the mineral rights owner that assures there will be no future drilling sites for oil or gas in North Westerly.

The details of this agreement are not available at this time.

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



**APPLICATION FOR NORTH WESTERLY PLANNED DEVELOPMENT
ZONING MAP AND GUIDE
DATE: JULY 2024**

WRITTEN NARRATIVE:

A - GENERAL PROJECT CONCEPT AND PURPOSE OF THE REQUEST:

The general project concept is for the design of a walkable community with a commercial village at the southeast portion of the community that incorporates a mix of commercial/mixed use as well as a mix of residential uses near this commercial/mixed use area. The design of the concept plan provides a transition to the proposed Erie Gateway community and provides coordinated access points with Erie Gateway. The concept plan includes an integrated trail network including an extension of the Town of Erie spine trail system, ultimately connecting to the existing Westerly community, and providing access to the school sites on the north side of Erie Parkway. The design team has worked extensively with the Town of Erie staff in the design of this concept plan. Every resident will be within a 5-minute walk to a neighborhood park, pocket park, or open spaces with various connections to the pedestrian trail network. North Westerly's main design concept is to promote walkable neighborhoods that increase the opportunity for daily interactions between neighbors and can strengthen bonds within the community which will lead to increased social engagement and community trust. North Westerly's streets are designed to favor people over cars and have the capacity to host more community events such as block parties and outdoor markets. In addition, the design and land development concepts that will create a viable, innovative, and neighborly community at North Westerly are outlined below:

- A definable Town Center, even though the development is new
- Live-work Townhome units that promote local business participation and start-ups
- Emphasis on front porches and outdoor communal space for meeting neighbors
- A variety of dwelling types and sizes, including thoughtfully designed apartments and row houses, aimed at mixed-income housing.
- Homes with garages and alleys in the rear. Narrower streets (and complete streets, slowing traffic and in tandem with front porches, promoting neighborly socializing across the street)
- Private lawn area de-emphasized in favor of common space
- Reduced setbacks, especially for the front yard, and a compact development pattern in most of the space. Smaller park spaces, open space, or gardens may be shared along the fringes.
- Optional accessory dwelling units (which you might know as carriage houses, alley houses, granny flats, or mother-in-law quarters) for single family detached homes.
- A mix of rental and for sale housing, with large and small housing units, blended artfully into the urban design as a whole for the community. North Westerly is attempting to provide a full spectrum of housing, the "missing middle" articulates what is missing from modern production housing, which offers single-family large-lot housing and large apartment complexes, and very little in-between. There are so many choices in between and the missing middle explores them fully — diverse types of townhouses, cottage homes with green courts, duplexes, live-work, courtyard complexes, small apartment buildings and granny flats. These choices offer livable, low-rise density in a human-scale neighborhood.
- Careful attention to aesthetics at the street level, with careful attention to front porches, intentional front yard landscape design that enforces the urban design.



The North Westerly PD also integrates active adult residential as part of the overall community. These active adult homes provide more housing options for the growing active adult population and the potential for multi-generational housing within the community.

The proposed plan anticipates an overall approximate density of 5.5 dwelling units per acre. As can be seen in the concept plan 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 145,000 square feet of non-residential commercial/mixed use buildings located generally adjacent to Erie Parkway.

There are many public benefits to this style of community design. The design of North 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 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.

The concept plan features over 30% of the property as park, open space, and trail corridors integrated into the community design. The community design includes a mixed use/commercial center, bringing services within walking distance of residents. 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. The request is for approval of a PD to facilitate the creation of this community.

B - APPROVAL CRITERIA:

The Planning Commission and Town Council shall review the PD zone district application considering the following approval criteria:

- A. The PD District Zoning is generally consistent with the purpose of the PD Zone District as set forth in UDC Sections 10-2-5 and 10-7-6.

Section 10-2-5 states that a PD Zone District may be used when:

1. There is a special public benefit that does not coincide with standard zone district requirements; or,

There is a significant public benefit in the design proposed through the creative mix of housing types that provide a range of sizes and prices mixed carefully through the community, as well as integration of mixed use/commercial land uses in the community. There is a financial benefit to



the town in that with this style of plan there is significantly more tax benefit than a suburban plan. This plan responds directly to the Town's plan for Erie Gateway and provides a logical transition to the Collier's Hill Community.

The concept plan also features over 30% of the property as park, open space, and trail corridors integrated into the community design. Additionally, the design includes a commitment to providing affordable housing as outlined in the pre-development agreement.

2. A development proposal is unable to meet the standard zone district requirements due to physical constraints of the property; or a development proposal is unable to meet the standard zone district requirements due to unique development design; or,

Utilizing a PD will allow a greater opportunity to intermingle the various housing styles and commercial uses throughout the community. This is directly in support of the Town's vision for Erie Gateway.

3. A development proposal is unable to meet the standard zone district requirements due to a unique mix of land uses.

The proposed community design includes a unique mix of land uses that would be overly complex to navigate utilizing straight zone districts.

4. The PD Zone District is not a general waiver of the UDC regulations. PD Zone Districts are to be based on one or more of the following attributes that could not otherwise be achieved through other standard zone districts:

- a. Innovative approaches to development,
 - b. Creative designs of land uses,
 - c. Preservation of significant natural features within the town,
 - d. Retention of historic structures and sites,
 - e. Retention of open space,
 - f. Compatibility with overall community objectives, and
 - g. Consideration of environmental concerns.
- *(a) North Westerly will achieve "innovative approaches to development" by crafting neighborhoods with a mix of housing and pedestrian, community-oriented design. There will be a variety of dwelling types, sizes, and affordability levels within proximity to one another thereby creating mixed housing neighborhoods. The pedestrian and community-oriented design is achieved through emphasis on the extensive trail network; front porches and outdoor communal space for meeting neighbors; homes with garages and alleys in the rear; narrower streets; reduced setbacks that de-emphasize front yards in favor of common space; and careful attention to aesthetics at the street level, such as front porches and intentional front yard landscape design that enforces the urban design.*
 - *(b) The North Westerly PD takes advantage of "creative designs of land uses" by creating mixed housing neighborhoods, as stated above, as well as a town center with commercial and mixed-*



use housing units. The definable Town Center will be a blend of small-scale retail outlets and other commercial businesses within proximity to live-work townhomes, multi-family housing, the larger community amenity/private park, and intermingled smaller pocket parks. The Live-work Townhome units promote local business participation and start-ups.

- *(c) North Westerly has “preserved a significant natural feature” – the irrigation ditch – that runs through the site. Most of the original irrigation path will be maintained, and it will also be amenitized with a multi-use trail that runs along beside it.*
 - *(f) Creating a pedestrian friendly and mixed-housing community is the main design objective of North Westerly PD. The design elements that are necessary to achieve this type of community were only available as part of the PD process to create “compatibility of the overall community objective.” The design of North Westerly includes a well-connected street network that disperses traffic and increases pedestrian connections. Pedestrian friendly street designs include bringing buildings close to the street with front porches that encourage social interaction, higher quality windows and doors, tree lined streets, and various alley-loaded home products, varying streetscapes with mixed-housing types in close proximity. 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.*
 - *(g) The North Westerly also “considers environmental concerns” by encouraging pedestrian activity over automobiles; the use of low-water, xeric plants; and decreasing amount of personal lawn space and encouraging communal active, lawn areas. Encouraging pedestrian activity is achieved with the extensive multi-use trail system and pedestrian-friendly street design which includes narrower streets, visually appealing streetscapes, more compact design, tree-line streets for shade, and various pocket parks and open space for respite and recreation. The landscape criteria promotes the use of xeric & low-water use plants and sod types. It also minimizes the use of turf, in general, by creating smaller front yards and reserving turf for communal and higher pedestrian activity areas, such as parks, tree lawns, and sports fields; native seed should be used in low activity areas.*
5. PD Zone District modifications shall be generally consistent with the overall land uses and objectives of the Town’s Comprehensive Plan, Transportation Master Plan; Parks, Recreation, Open Space, and Trails Master Plan, and other pertinent Town plan and policy documents.
- The proposed PD and Concept Plan are consistent with the Town’s Comprehensive Plan, Transportation Master Plan, includes the spine trail as anticipated in the Trails Master Plan. The proposed PD and Concept Plan is consistent with, supports, and furthers all Town plan policy documents. The Concept Plan has been designed with the Town of Erie staff to ensure connections and compatibility with the future Erie Gateway community.*
6. The flexibility permitted in a PD Zone District shall be made in exchange for greater public benefits that would not have otherwise been achieved through development under another zone district.



The proposed PD and Concept Plan provide significant public benefits that would not be achieved through the strict compliance with straight zone districts.

Section 10-7-6 is the review and approval procedure for establishing a PUD district.

Since a PUD is no longer an active district no new PUD may be established, which is consistent with the proposed North Westerly PD and the Pre-Development Agreement.

- B. The modification to the UDC regulations is based on creative and innovative design and amenities incorporated in the PD Zone District that could not otherwise be achieved through other standard zone districts or through another modification processes such as alternative equivalent compliance in UDC Subsection 10-6-1 c.

We did discuss the potential of utilizing alternative equivalent compliance with staff and we concluded that utilizing a PD was a far more logical path for a project of this size, and also aligns with the pre-development agreement.

- C. The PD Zone District will promote the public health, safety, and general welfare.

The PD Zoning for the North Westerly property will conform to the requirements of the municipal code and Town of Erie Comprehensive Plan. The stated general purpose of the municipal code is the promotion of the health, safety, and general welfare of the Town of Erie. Specifically, the North Westerly PD will include an additional neighborhood park, other park uses, trail corridors, and open space, as well as an efficient and integrated transportation network. North Westerly will also provide significant commercial uses providing the town with much-needed services and jobs. The North Westerly community will contribute to the improvements required for Erie Parkway, including connecting to the pedestrian underpass from the existing Westerly community on the south side of Erie Parkway. The North Westerly addition will provide internal street connections, as well as additional connections to Erie Parkway, County Road 5, County Road 7, and County Road 10 and the Erie High School/Soaring Heights Complex Road improvements will be coordinated with the community commercial corner. The plan will also provide trail connections to the larger Westerly community. Importantly the North Westerly addition also provides the location for a much-needed new water tank site for the benefit of the Town of Erie.

North Westerly will be a comprehensively planned community with a well-connected street network, a diversity of housing options, trails, pocket parks, a neighborhood park, a site for a new water tank for the benefit of the Town of Erie - all these factors promote the public health, safety, and general welfare.

- D. The PD Zone District is generally consistent with the Town's Comprehensive Plan; Transportation Master Plan; Parks, Recreation, Open Space, and Trails Master Plan, and other pertinent Town plan and policy documents.

The proposed PD and Concept Plan is consistent with the Town's Comprehensive Plan, Transportation Master Plan, includes the spine trail as anticipated in the Trails Master Plan. We believe that the proposed PD and Concept Plan is consistent with, supports, and furthers all town plan policy documents.



- E. Adequate and sufficient public safety, utility facilities and services, recreation facilities, parks, open space, and schools are available to serve the property, while maintaining sufficient levels of service to existing development.

As we work with the review agencies through the referral process, we will ensure that there are adequate and sufficient public safety, utilities, services, recreation facilities, open space, and schools to support North Westerly, while maintaining sufficient levels of service to existing development. The current proposal for meeting these services are outlined below:

1. Water Distribution System

The North Westerly Development will draw its potable water from pressure Zone 3 of the Town's system. Connections to the existing potable water system will be in several locations including connections to the existing 12-inch water main in CR5, the existing 30-inch water main in Erie Parkway, and the existing 20-inch water main in CR7.

2. Sanitary Sewer System

The North Westerly development will tie into the Town of Erie's existing sanitary sewer system via three proposed sewer outfalls.

Outfall #1 will serve the southwest corner of the site which is within the Town's Weld County Road 3 Sewer Basin. A sewer main will be extended from the site, west along the north side of Erie Parkway to connect to an existing manhole and eighteen-inch main that will convey flows northwest through the Colliers Hill development. Previous utility reports have allowed for approximately 900 single-family equivalents (SFE) of downstream capacity for this outfall.

Outfall #2 serves the northwest corner of the site which is also within the Town's Weld County Road 3 Sewer Basin. An eight-inch sewer main has been stubbed under CR 5 to the North Westerly property as part of the Colliers Hill Filing G4 development. It is anticipated that approximately two hundred units will utilize this outfall. Review of the Colliers Hill G4 utility report shows that this stub may have been overlooked in the sewer capacity calculations. Preliminary capacity calculations with the additional two hundred units show that a few runs of pipe may slightly exceed the Town's capacity criteria. During Final design a variance may be requested.

Outfall #3 serves the remaining portions of the site and corresponds with the Town's Weld County Road 5 sewer basin. There is not an existing outfall for this sewer basin. A proposed fifteen-inch main will be constructed from the sites northwest north along Weld County Road 5 to the intersection of Colorado Highway 52. At this point the sewer will connect to a proposed thirty-inch main to be construction with the Summerfield development.

3. Roadway Network

It is anticipated that street connections will be made to Erie Parkway, WCR 10, WCR 5 and WCR 7. Each perimeter street along the property frontage will be improved according to the street classifications presented in the Erie Transportation Plan by Felsburg Holt & Ullevig dated January 2018 and will be improved according to the preliminary and final plat.

The interior streets will include curb and gutter. The street network will be developed to provide dual access to neighborhood pods to meet life safety requirements. Dead end alleys or



stubbed streets for future connections will be designed to meet maximum allowable length criteria. Intersection locations will be designed with consideration of appropriate separation from existing streets.

4. Storm Drainage and Detention

There are no major drainageways that traverse the North Westerly Site. There are multiple outfall points along the perimeter of the site as the site in general drains away from the Community Ditch which traverses the site. The Site is in the Town of Erie Outfall Systems Plan (East of Coal Creek) by Merrick dated January 2020. The site is located within both Boulder Creek and Godding Hollow drainage basins. The proposed improvements are in general compliance with improvements contained within the Erie Outfall Systems Plan (East of Coal Creek). There are six extended detention basins as part of the North Westerly development. The extended detention basins will provide water quality capture volume, excess urban runoff volume, as well as 100-year detention. Each pond outfall will discharge to the historic outfall location of that drainage basin.

5. Other Utilities

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

Black Hills Energy currently provides natural gas services within the proposed PD vicinity. No change in this service is proposed.

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

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

6. Police Protection

The Town of Erie provides its own police protection and will provide police protection services to the area proposed be zoned PD within the Town's boundaries.

7. Fire Protection

Mountain View Fire Protection District will provide fire protection services to the area proposed to be zoned PD within the Town's boundaries.

8. Street Maintenance and Improvements

Proposed streets within the PD area will be constructed by the developer. The Town will be providing maintenance of said streets after acceptance by the Public Works Division. The adjacent property owner or HOA shall provide maintenance of sidewalks and tree lawns.

9. Open Space and Recreation

To be determined with the detailed planning of the community.

10. Other Municipal Services



The Town of Erie provides municipal services such as recreation and senior services and will extend these services to the area proposed to be zoned PD within the Town's boundaries. North Westerly will utilize re-use water where available.

III. Municipal Services Financing

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

IV. Special Districts

The proposed PD Zoning area is encompassed within the following districts:

*Town of Erie Fire Protection District
St. Vrain School District
Mile High Flood District*

The proposed PD Zoning area will petition to be within the following districts:

Northern Water Conservancy District

V. School District Impact

The proposed project's impact on the St. Vrain Valley School District in terms of the number of students to be generated by the project if 1,955 dwelling units are developed, will be determined with more detailed planning when the numbers of housing units by housing type is determined. The current cash-in-lieu requirements are listed below by housing type.

*Single Family = \$1,143
Multi Family = \$695
Duplex/Triplex = \$997
Condo/Townhouse = \$409
Mobile Homes = \$925*

In addition, any of Southern Land's Westerly housing credits remaining after Westerly is completed, could be applied to North Westerly units.

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

- F. The PD Zone District provides adequate vehicular circulation and parking facilities in terms of traffic volumes, convenience, safety, access, screening, and noise.

As can be seen in the concept plan that accompanies the PD, the design for North Westerly includes a well-connected street network that will disperse traffic providing convenient and safe access throughout the community and is accordance with the pre-development agreement.



- G. A pedestrian and bicycle circulation system that provides connections to adjacent properties, existing and future trails, parks, open space, recreational facilities, schools, and other places of public gathering.

The design, as depicted in the concept plan, includes the spine trail through the property as depicted in the Town's Trail Master Plan. Additionally, the design includes a connection to the grade separated trail crossing of Erie Parkway, which provides a safe connection to the Westerly community and its school as well as spine trail. The Concept Plan for North Westerly also includes several park areas including a large neighborhood park. Additionally, a community amenity area is included in the Concept Plan.

- H. The PD Zone District is not likely to result in significant adverse impacts to the natural environment, and significant scenic and historic features.

As part of the design process the development team commissioned an aquatic resource report, a cultural historic screening, a screening report for threatened and endangered species and general wildlife, as well as a native and specimen tree and vegetation survey. In general, the only significant features on the property are the community ditch and the abandoned Clayton Mine. These features have been factored into the concept plan that accompanies the North Westerly PD.

- I. The PD Zone District will not result in significant adverse impacts on properties in the vicinity of the PD Zone District, or such impacts will be substantially mitigated.

North Westerly is bounded by Erie Parkway on the south, County Road 5 on the west, County Road 10 on the north, and County Road 7 on the east. Erie High School, and Soaring Heights PK-8 are in the southwest corner of the area bounded by North Westerly at the intersection of Erie Parkway and County Road 5. The Concept Plan/PD has been designed to provide additional potential street and pedestrian connections to these school areas. Adjacent to the northwest portion of the community are existing residential properties that are in Weld County but are within the Town's planning boundary so they would be eligible to be annexed to the Town of Erie in the future now that they have contiguity with the Town of Erie because of the North Westerly annexation. The Concept Plan depicts the potential for future road connections to this area, as well as an approximately 75'-85' open space buffer and then single-family homes adjacent to the existing homes. We do not believe that there will be significant adverse impacts on properties in the vicinity of the North Westerly PD.

- J. Proposed uses will be compatible in scale with uses on properties in the vicinity of the PD Zone District.

As mentioned above we are providing an approximately 75'-85' open space buffer to the existing single-family homes in the northwest portion of the community. While the lot sizes differ between the existing homes in Weld County versus the lots proposed in North Westerly, the buffer and the fact that the uses are both single family residential ensure compatibility.

Erie Gateway is also informing the Concept Plan for North Westerly, North Westerly is providing a transition or bridge to the existing Colliers Hill neighborhood.

- K. The residential areas of a PD Zone District allocate a variety of housing types and densities appropriate to the size of the residential development area.



The Concept Plan that accompanies the PD depicts a wide variety of housing types and densities including traditional front-loaded single family homes, alley served single family homes, a variety of single family attached townhomes, active adult single family homes, active adult paired homes, active adult townhomes, as well as active adult multi-family, standard multi-family and attainable multi-family. Southern Land believes in providing a broad mix of housing to accommodate a widely diverse range of incomes and ages.

- L. Visual relief is provided through building placement, shortened, or interrupted street vistas, visual access to open space, parks, and other design methods.

The concept plan depicts a well-connected street network that includes visual access as well as pedestrian access to open space and park areas within the north westerly community. As has been mentioned in this document, 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 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. The high-quality architecture also aids in visual relief for the community.

- M. The modifications permitted in the PD zone district have been made in exchange for greater public benefits that would not have otherwise be achieved through development under another zone district.

The proposed community design includes a unique mix of land uses that would be overly complex to navigate utilizing straight zone districts. There is also an incredible benefit that has been addressed in the pre-development agreement.

C - IDENTIFICATION OF THE GREATER PUBLIC BENEFIT PROVIDED WITHIN THE PD ZONE DISTRICT:

There are many public benefits to this style of community design. Again, the design of North 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 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. There is also an incredible benefit that has been addressed in the pre-development agreement.

D - DEVELOPMENT SCHEDULE:

The project is likely to be developed in multiple phases depending on market conditions. The first phases are likely to be on the south side of the property, and then moving north in a logical manner over time. The hope is to start construction in late 2025 on a portion of the project.



E - HOW THE PROPOSAL RELATES TO THE EXISTING LAND-USE OF THE SUBJECT PROPERTY AND THE ZONING AND LAND-USE OF ADJACENT PROPERTIES, INCLUDING STATEMENTS DESCRIBING THE EFFECTS ON ADJACENT PROPERTIES; AREAS OF COMPATIBILITY AND CONFLICT AND THE MITIGATION MEASURES UTILIZED;

North Westerly is currently zoned a mix of community commercial, low density residential, medium density residential, and high density residential. The proposed pd includes the same uses but has a finer grain mix of uses than the currently rigidly defined zoning areas. North Westerly is bounded by Erie Parkway on the south, County Road 5 on the west, County Road 10 on the north, and County Road 7 on the east. Erie High School, and Soaring Heights PK-8 are in the southwest corner of the area bounded by North Westerly at the intersection of Erie Parkway and County Road 5. The Concept Plan/PD has been designed to provide additional potential street and pedestrian connections to these school areas. Adjacent to the northwest portion of the community are existing residential properties that are in Weld County but are within the Town's planning boundary so they would be eligible to be annexed to the Town of Erie in the future. The Concept Plan depicts the potential for future road connections to this area, as well as an approximately 75'-85' open space buffer and then single-family homes adjacent to the existing homes. We do not believe that there will be significant adverse impacts on properties in the vicinity of the North Westerly PD.

F - HOW THE PROPOSAL COMPLIES WITH THE TOWN'S COMPREHENSIVE PLAN; TRANSPORTATION MASTER PLAN; PARKS RECREATION, OPEN SPACE, AND TRAILS MASTER PLAN, AND OTHER PERTINENT TOWN PLAN AND POLICY DOCUMENTS;

The proposal mimics the land uses and general areas as depicted in the comprehensive plan, although again the intent is to permit a finer grain mix of uses than would be permitted through rigid compliance with boundaries as defined. We have worked diligently with staff to ensure that the concept plan complies with the town transportation master plan, in fact this project will contribute to the construction of the north side of Erie Parkway as well as improvements to the adjacent roadways. We have worked with the parks department as they update their policy documents to ensure support for this style of community and are providing the spine trail as defined in the trails master plan.

G - A BRIEF DESCRIPTION REGARDING THE AVAILABILITY OF FIRE PROTECTION, SCHOOL SERVICES, WATER/SEWER SERVICE, AND UTILITY PROVIDERS;

Through the pre-application process, as well as further discussions with Mountain View Fire Protection, we have verified the availability of fire protection. School services will be provided by Saint Vrain School District, Soaring Heights pK-8, and Erie High School are directly adjacent to North Westerly, and the existing Westerly community to the south has also provided a school site for a future school. Water and sewer service are being coordinated with the Town of Erie, and the other utility providers such as electrical, gas, internet/communications are all adjacent to the property.

H - RECOVERY COSTS STATEMENTS;

At this time, the development team is not aware of any recovery costs associated with this proposal.



I - A DESCRIPTION REGARDING THE STATUS OF MINERAL RIGHTS AND THE SUBSTANCE OF ANY EXISTING OR PROPOSED COVENANTS, SPECIAL CONDITIONS, GRANTS OF EASEMENTS, OR OTHER RESTRICTIONS APPLYING TO THE PROPOSED SUBDIVISION:

There is one (1) shut in well on the property and several plugged and abandoned wells. The Erie Land Company, true to its continuing commitment to respecting the concerns of the Town Council and the Town's citizens has negotiated a surface use agreement, that takes effect when the Erie Land Company closes the land (after annexation and initial zoning are approved) with the mineral rights owner that assures there will be no future drilling sites for oil or gas in North Westerly.

We are working with the ditch company to facilitate the continued use of the ditch through the property.

There are no other special conditions or restrictions on the property.

The state still owns the mineral rights.

ALTA / NSPS LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN SECTION 16
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

PROVIDED DESCRIPTION:

DESCRIPTION PROVIDED BY FIDELITY NATIONAL TITLE
FILE NUMBER: NO. 00502547-201-T21-ES
COMMITMENT DATE: JANUARY 18, 2024

A PARCEL OF LAND LOCATED IN SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHEAST 1/4 OF
SECTION 16 BEING N 89°30'52" E AND MONUMENTED AS FOLLOWS:

-CENTER 1/4 CORNER OF SECTION 16, BEING A FOUND 3.25" ALUMINUM CAP, LS 6973, RW BAYER ASSOC., PER MON REC
DATED 3-1-14.

-EAST 1/4 CORNER OF SECTION 16, BEING A FOUND 2" ALUMINUM CAP IN RANGE BOX, PARTIALLY ILLEGIBLE, PLS 14083,
PER MONUMENT RECORD DATED 4-9-96.

BEGINNING AT THE CENTER 1/4 CORNER OF SECTION 16;

THENCE N 89°30'52" E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 16 A DISTANCE OF 2660.74 FEET TO
THE EAST 1/4 CORNER OF SECTION 16;

THENCE S 00°22'39" E ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 16 A DISTANCE OF 2643.26 FEET TO
THE SOUTHEAST CORNER OF SAID SECTION 16;

THENCE S 89°38'36" W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 16 A DISTANCE OF 2663.38 FEET TO
THE SOUTH 1/4 CORNER OF SAID SECTION 16;

THENCE S 89°38'17" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16 A DISTANCE OF 2663.55
FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16;

THENCE N 00°13'30" W ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 16 A DISTANCE OF 30.00 FEET;

THENCE N 89°38'17" E ALONG A LINE 30 FEET NORTH AND PARALLEL OF SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF
SECTION 16 A DISTANCE OF 1320.00 FEET;

THENCE N 00°13'30" W ALONG THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO.
3158505 AND EXTENSION THEREOF A DISTANCE OF 1949.87 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT
PARCEL OF LAND RECORDED AT RECEPTION NO. 4206840;

THENCE ALONG SAID SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT
RECEPTION NO. 4206840 THE FOLLOWING SIX (6) COURSES:

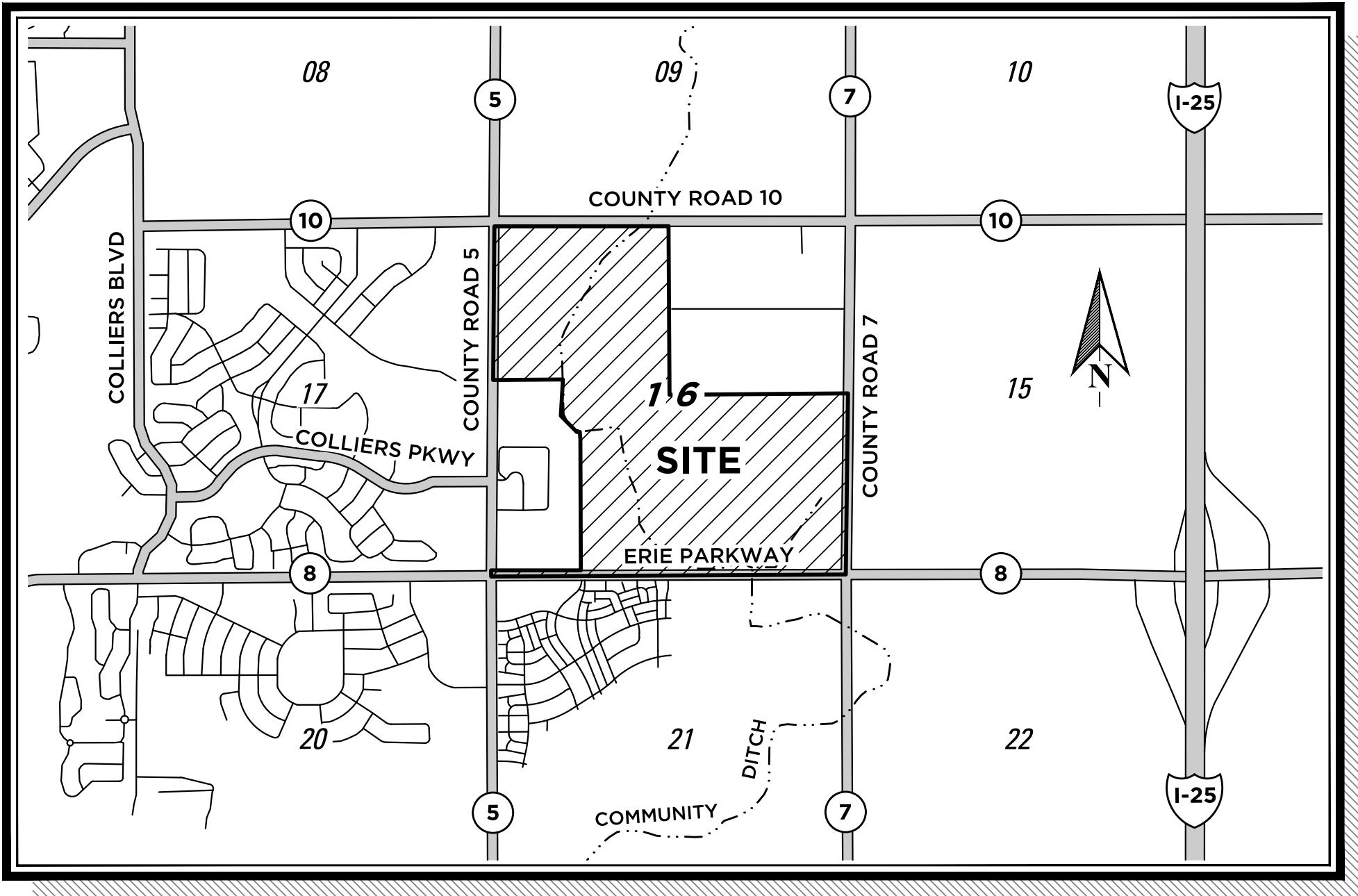
1. N 89°38'27" E A DISTANCE OF 2.00 FEET;
2. N 04°46'24" W A DISTANCE OF 110.00 FEET;
3. S 89°38'27" W A DISTANCE OF 48.00 FEET;
4. N 44°31'51" W A DISTANCE OF 339.83 FEET;
5. N 03°21'55" E A DISTANCE OF 545.00 FEET;
6. S 89°31'06" W A DISTANCE OF 1062.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID
SECTION 16;

THENCE N 00°12'52" W ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 16 A DISTANCE OF 2388.44 FEET TO
THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE N 89°23'44" E ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 16
A DISTANCE OF 2654.66 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 16;

THENCE S 00°18'49" E ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 16 A DISTANCE OF 2637.31 FEET TO
THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LAND AS WAS CONVEYED TO THE TOWN OF ERIE IN
SPECIAL WARRANTY DEED AS RECORDED OCTOBER 12, 2023 AT RECEPTION NO. 4925429.



VICINITY MAP

1" = 2000'

GENERAL NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY
WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY
DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
2. THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. SURVEY FEET, THE BEARINGS ARE IN DEGREES-MINUTES-SECONDS.
3. DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A UNITED STATES (U.S.)
FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE CERTIFICATION HEREON. SAID
CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RECERTIFICATION BY THE
SURVEYOR NAMING SUCH PERSON OR ENTITY.
5. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
6. BASIS OF BEARINGS: BEARINGS ARE NAD 83 (2011) (EPOCH: 2010.0000), COLORADO STATE PLANE NORTH ZONE 0501 AND
BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16 BEING N 89°30'52" E AND
MONUMENTED AS SHOWN HERON.
7. AREA OF THIS SURVEY AFTER EXCEPTING RIGHT OF WAY AT RN: 4925429 IS (17,474,467 - 59,149) IS 17,415,318 SQUARE FEET
OR 399.8007 ACRES MORE OR LESS.
8. ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP NO. 08123C2070E, EFFECTIVE: JANUARY 20, 2016 NO PORTION OF
THE SUBJECT PROPERTY LIES WITHIN THE 100 YR FLOODPLAIN.
9. BURIED UTILITIES / OR PIPELINES ARE SHOWN PER VISIBLE AND APPARENT SURFACE EVIDENCE. IF MORE ACCURATE
LOCATIONS OF UNDERGROUND UTILITIES ARE REQUIRED, THE UTILITY WILL HAVE TO BE VERIFIED BY FIELD LOCATES AND
POTHOLING. KT ENGINEERING, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR
FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES. THERE ARE MOST LIKELY UNDERGROUND UTILITIES NOT
SHOWN ON THIS SURVEY.
10. A SEARCH WAS MADE FOR THE OIL & GAS WELL HEADS LOCATED ON THE SUBJECT PROPERTY AS DEPICTED IN GIS
MAPPING SHOWN ON THE COLORADO OIL & GAS COMMISSION (COGCC) WEB SITE. ALL WELLS APPEARING ON COGCC GIS
MAPPING ARE DEPICTED HERON PER COORDINATES OBTAINED FROM THE COGCC. KT ENGINEERING, LLC AND THE
SURVEYOR OF RECORD DID NOT FIELD LOCATE WELL HEADS. ALL WELL HEADS WERE BURIED OR INACCESSIBLE DUE TO
FENCING. TWO LISTED WELLS (STATE OF COLORADO AY #1 AND STATE #14-16 HAVE A STATUS OF "ABANDONED
LOCATION (AL),"AND APPARENTLY HAVE NOT BEEN DRILLED AND DO NOT APPEAR ON THIS SURVEY. THERE MAY BE
BUILDING RESTRICTIONS ASSOCIATED WITH THE GAS AND OIL WELL FACILITIES. SPECIFIC RESTRICTIONS SHOULD BE
VERIFIED WITH THE COGCC, LOCAL FIRE PROTECTION DISTRICTS, AND LOCAL JURISDICTIONS.
11. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT ENGINEERING, INC. TO DETERMINE OWNERSHIP OF THIS
TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT
TRACTS, OR EASEMENTS OF RECORD.
12. KT ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED,
ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND
CURRENT TITLE INSURANCE COMMITMENT(S) MAY DISCLOSE.
13. FIDELITY NATIONAL TITLE FILE NO. 00502547-201-T21-ES, COMMITMENT DATE: JANUARY 18, 2024 WAS RELIED UPON FOR
THIS ALTA/NSPS SURVEY.

NOTES REGARDING THE TITLE COMMITMENT:

1. SEE GENERAL NOTE 13 AND SHEET 2 FOR NOTES REGARDING THE TITLE COMMITMENT.

NOTES REGARDING COLORADO STATE LAND BOARD DOCUMENTS:

1. THE SURVEYOR OF RECORD HAS KNOWLEDGE OF DOCUMENTS THAT MAY ENCUMBER SUBJECT PROPERTY, BUT ARE
NOT RECORDED IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER. THESE DOCUMENTS CAN BE FOUND
USING THE COLORADO STATE LAND BOARD MAPPING SERVICE AT [HTTPS://GIS.COLORADO.GOV/TRUSTLANDS/](https://gis.colorado.gov/trustlands/).
PER CLIENT REQUEST STATE LAND BOARD DOCUMENTS ARE NOT DEPICTED ON THIS ALTA / NSPS SURVEY.

SURVEYOR'S CERTIFICATE:

TO: SOUTHERN LAND COMPANY, LLC
SLC DEVELOPMENT, LLC
ERIE LAND COMPANY, LLC
FIDELITY NATIONAL TITLE INSURANCE COMPANY
STATE OF COLORADO, STATE BOARD OF LAND COMMISSIONERS
NORTH WESTERLY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED
WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL
REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND
ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8 AND 13 OF TABLE "A"
THEREOF. THE FIELD WORK WAS COMPLETED IN OCTOBER OF 2022.

DATE OF MAP: 01/30/2024



CHRISTOPHER H. McELVAIN
REGISTERED COLORADO LAND SURVEYOR NO. 36561
FOR AND ON BEHALF OF KT ENGINEERING, LLC.



KT ENGINEERING
ENGINEERS • SURVEYORS

DATE: 01/29/2024
JOB NO: 0099-2216
SHEET 1 OF 5

12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190

ALTA / NSPS LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN SECTION 16
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

NOTES REGARDING THE TITLE COMMITMENT:

- NOTES REGARDING THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE FILE NO. 00502547-201-T21-ES,
COMMITMENT DATE: JANUARY 18, 2024
- 1-8. EXCEPTIONS 1-8 ARE STANDARD EXCEPTIONS
9. RIGHTS OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, COLORADO, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGES 273 AND 274.
30' R.O.W. AS SHOWN ALONG NORTHERLY, SOUTHERLY, EASTERLY AND WESTERLY BOUNDARIES.
10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE WARRANTY DEED AS SET FORTH BELOW:
RECORDING DATE: JULY 24, 1908
RECORDING NO.: BOOK 283, PAGE 140
50' COMMUNITY DITCH R.O.W. AS SHOWN
11. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RIGHT OF WAY DEED AS SET FORTH BELOW:
RECORDING DATE: MARCH 17, 1909
RECORDING NO.: BOOK 296, PAGE 149
30' R.O.W. AS SHOWN ALONG SOUTHERLY AND EASTERLY BOUNDARIES.
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE DEED AS SET FORTH BELOW:
RECORDING DATE: DECEMBER 23, 1918
RECORDING NO.: RECEPTION NO. 287648
AFFECTS PROPERTY, AS SHOWN ACROSS SITE, POOR DESCRIPTION, PORTIONS OF CANAL FALL OUTSIDE OF EASEMENT.
13. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN.
DATED: NOVEMBER 9, 1970 LESSOR: STATE OF COLORADO LESSEE: PAN AMERICAN PETROLEUM CORPORATION
RECORDING DATE: JANUARY 15, 1971
RECORDING NO: RECEPTION NO. 1560542
SEGREGATION AGREEMENT RECORDED FEBRUARY 24, 1994 AT RECEPTION NO. 2375203.
AFFECTS PROPERTY, S 1/2 SEC 16, NOTHING TO SHOW
14. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RIGHT OF WAY NO. 2200, BOOK 22 AS SET FORTH BELOW:
RECORDING DATE: JANUARY 4, 1977
RECORDING NO.: RECEPTION NO. 1707860
AFFECTS PROPERTY, AS SHOWN ON EAST SIDE OF PROPERTY
15. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS CONTAINED IN THE EASEMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: AUGUST 5, 1977
RECORDING NO.: RECEPTION NO. 1726691
AFFECTS PROPERTY, AS SHOWN ON SOUTHERLY BOUNDARY
16. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS CONTAINED IN THE RIGHT OF WAY NO. 2237, BOOK 22 AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 20, 1977
RECORDING NO.: RECEPTION NO. 1733790
AFFECTS PROPERTY, 3 EASEMENTS AS SHOWN IN SE AREA
17. ANY TAXES OR ASSESSMENTS BY REASON OF THE INCLUSION OF THE LAND IN THE NORTHERN WATER CONSERVANCY DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED JUNE 25, 1979 AT RECEPTION NO. 1794791.
AFFECTS PROPERTY, SE 1/4 SEC 16
18. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS CONTAINED IN THE RIGHT OF WAY EASEMENTS AND LICENSES AS SET FORTH BELOW:
RECORDING DATE: JULY 11, 1980
RECORDING NO.: RECEPTION NO. 1829875
AFFECTS PROPERTY, AS SHOWN ON NORTH SIDE OF PROPERTY
19. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION AS SET FORTH BELOW:
RECORDING DATE: JANUARY 13, 1982
RECORDING NO.: RECEPTION NO. 1879794
AFFECTS PROPERTY, NOTHING TO SHOW
20. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS CONTAINED IN THE RIGHT OF WAY EASEMENTS AND LICENSES AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 8, 1987
RECORDING NO.: RECEPTION NO. 2117216 AND RECEPTION NO. 2117219
AFFECTS PROPERTY, NORTH SIDE AND EAST SIDE OF PROPERTY
21. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RIGHT OF WAY NO. 2382, BOOK 23 AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 1, 1989
RECORDING NO.: RECEPTION NO. 2169606
AFFECTS PROPERTY, AS SHOWN ON NORTHERLY SIDE
22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE LEFT HAND WATER DISTRICT, AS EVIDENCED BY INSTRUMENT(S) RECORDED MARCH 28, 1990 AT RECEPTION NO. 2209216.
AFFECTS PROPERTY, NOTHING TO SHOW
23. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE LONGMONT FIRE PROTECTION N/K/A MOUNTAIN VIEW FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT(S) RECORDED APRIL 26, 1990 AT RECEPTION NO. 2211885.
AFFECTS PROPERTY, NOTHING TO SHOW
24. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE STATEMENT OF POSSIBLE STATUTORY LIEN AS SET FORTH BELOW:
RECORDING DATE: AUGUST 28, 1990
RECORDING NO.: RECEPTION NO. 2224977
AFFECTS PROPERTY, NOTHING TO SHOW
25. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RIGHT-OF-WAY 2924, BOOK 29 AS SET FORTH BELOW:
RECORDING DATE: JUNE 9, 1994
RECORDING NO.: RECEPTION NO. 2392565
AFFECTS PROPERTY, AS SHOWN IN NORTHWEST QUARTER OF PROPERTY
26. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS CONTAINED IN THE RIGHT OF WAY EASEMENTS AND LICENSES AS SET FORTH BELOW:
RECORDING DATE: SEPTEMBER 27, 1994
RECORDING NO.: RECEPTION NO. 2408335
AFFECTS PROPERTY, AS SHOWN, SOUTHEAST CORNER OF PROPERTY

NOTES REGARDING THE TITLE COMMITMENT CONTINUED:

27. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE NOTICE AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 20, 1994
RECORDING NO.: RECEPTION NO. 2411812

CORRECTION NOTICE RECORDED OCTOBER 26, 1994 AT RECEPTION NO. 2412552.
AFFECTS PROPERTY, NOTHING TO SHOW
28. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 501 AS SET FORTH BELOW:
RECORDING DATE: JUNE 10, 1996
RECORDING NO.: RECEPTION NO. 2495441
ADJOINS SOUTHERN BOUNDARY
29. EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE MAP OF ROAD 8 ANNEXATION PLAT NO. 5 TO THE TOWN OF ERIE RECORDED JUNE 10, 1996 AT RECEPTION NO. 2495446.
ADJOINS SOUTHERN BOUNDARY
30. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS CONTAINED IN THE RIGHT OF WAY 3119, BOOK 31 AS SET FORTH BELOW:
RECORDING DATE: SEPTEMBER 20, 1999
RECORDING NO.: RECEPTION NO. 2721574
ADJOINS SOUTHERN BOUNDARY
31. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE AS SET FORTH BELOW:
RECORDING DATE: NOVEMBER 16, 2000
RECORDING NO.: RECEPTION NO. 2807505
AFFECTS PROPERTY, NOTHING TO SHOW
32. EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE MAP OF STATE OF COLORADO LAND IN SECTION 16 RECORDED APRIL 3, 2006 AT RECEPTION NO. 3375891.
AFFECTS PROPERTY, NOTHING TO SHOW
33. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 15, 2007
RECORDING NO.: RECEPTION NO. 3511023
AFFECTS PROPERTY, NOTHING TO SHOW
34. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER) AS SET FORTH BELOW:
RECORDING DATE: DECEMBER 21, 2007
RECORDING NO.: RECEPTION NO. 3525268
AFFECTS PROPERTY, NOTHING TO SHOW
35. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE NOTICE OF PIPELINE LOCATION AS SET FORTH BELOW:
RECORDING DATE: APRIL 20, 2009
RECORDING NO.: RECEPTION NO. 3617541
AND RE-RECORDED JUNE 11, 2009 AT RECEPTION NO. 3629454.
AFFECTS PROPERTY, AS SHOWN ALONG WESTERLY BOUNDARY
36. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RIGHT-OF-WAY NO. 3508 AS SET FORTH BELOW:
RECORDING DATE: APRIL 18, 2012
RECORDING NO.: RECEPTION NO. 3839836
AFFECTS PROPERTY, AS SHOWN ALONG NORTHERLY BOUNDARY
37. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS CONTAINED IN THE NON EXCLUSIVE EASEMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 4, 2013
RECORDING NO.: RECEPTION NO. 3907637
DOCUMENTS PROVIDED AND RECORDED AT CLERK AND RECORDED'S OFFICE ARE UNREADABLE, UNABLE TO DEPICT
38. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE STATE OF COLORADO BOARD OF LAND COMMISSIONERS RIGHT-OF-WAY CONTRACT ON STATE TRUST LANDS NO. 3614 AS SET FORTH BELOW:
RECORDING DATE: AUGUST 20, 2014
RECORDING NO.: RECEPTION NO. 4039650
FIRST AMENDMENT RECORDED MARCH 24, 2015 AT RECEPTION NO. 4093063.
AFFECTS PROPERTY, AS SHOWN HEREON ALONG NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARIES
39. INTEREST IN AND TO ANY OIL, GAS, AND OTHER MINERAL OWNERSHIP CLAIMS AND DEVELOPMENT OF THOSE INTERESTS AS DISCLOSED IN THE MEMORANDUM OF AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: APRIL 15, 2020
RECORDING NO.: RECEPTION NO. 4582913
AFFECTS PROPERTY, NOTHING TO SHOW
40. INTEREST IN AND TO ANY OIL, GAS, AND OTHER MINERAL OWNERSHIP CLAIMS AND DEVELOPMENT OF THOSE INTERESTS AS DISCLOSED IN THE MEMORANDUM OF CRUDE OIL PURCHASE AND SALE AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: SEPTEMBER 1, 2020
RECORDING NO.: RECEPTION NO. 4625353
AFFECTS PROPERTY, NOTHING TO SHOW
41. THE FOLLOWING ITEMS AS SET FORTH ON THE ALTA/NSPS SURVEY AS PREPARED BY KT ENGINEERING COMPANY DATED OCTOBER 28, 2022 AS JOB NO 0099-2216
- A. UTILITY LINES OUTSIDE OF THEIR RESPECTIVE EASEMENTS IN VARIOUS LOCATIONS .
 - B. VARIOUS GRAVEL/ DIRT ROADS TRAVERSING SUBJECT PROPERTY WITH NO APPARENT EASEMENTS
 - C. LOCATION OF FENCE LINES AND ANY BOUNDARY DISCREPANCY DUE TO THE LOCATION OF FENCE LINES AND THE EFFECT OF ANY RIGHT, TITLE OR INTEREST THAT MAY BE CLAIMED DUE TO ANY SAID DISCREPANCY
 - D. WATER DRAINAGE ONTO SUBJECT PROPERTY FROM PROPERTY TO THE WEST
 - E. VARIOUS WELL FACILITIES AND UNKNOWN LEASE OR RIGHTS FOR USE
 - F. DITCH LAYING OUTSIDE DESIGNATED EASEMENT
 - G. CONCRETE BIN WALL ON SUBJECT PROPERTY WITH NO EASEMENT
 - H. STORM SEWER ON SUBJECT PROPERTY WITH NO APPARENT EASEMENT
- REFERS TO A PREVIOUS VERSION OF THIS ALTA / NSPS SURVEY.*

NOTES REGARDING THE TITLE COMMITMENT CONTINUED:

42. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE NORTH WESTERLY ANNEXATION MAP AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925419
AFFECTS PROPERTY, NOTHING TO SHOW
43. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE TOWN OF ERIE ORDINANCE NO. 020-2023 AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925420
AFFECTS PROPERTY, NOTHING TO SHOW
44. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ANNEXATION AGREEMENT TO THE TOWN OF ERIE AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925421
AFFECTS PROPERTY, NOTHING TO SHOW
45. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE NORTH WESTERLY ANNEXATION MAP TO THE TOWN OF ERIE AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925422
AFFECTS PROPERTY, NOTHING TO SHOW
46. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE TOWN OF ERIE ORDINANCE NO. 021-2023 AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925423
AFFECTS PROPERTY, NOTHING TO SHOW
47. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE NORTH WESTERLY ZONING MAP AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925424
AFFECTS PROPERTY, NOTHING TO SHOW
48. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE NO SURFACE OCCUPANCY LEASES AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925426
AFFECTS PROPERTY, NOTHING TO SHOW
49. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925427
AFFECTS PROPERTY, NOTHING TO SHOW
50. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE PRE-DEVELOPMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2023
RECORDING NO.: RECEPTION NO. 4925428
AFFECTS PROPERTY, NOTHING TO SHOW



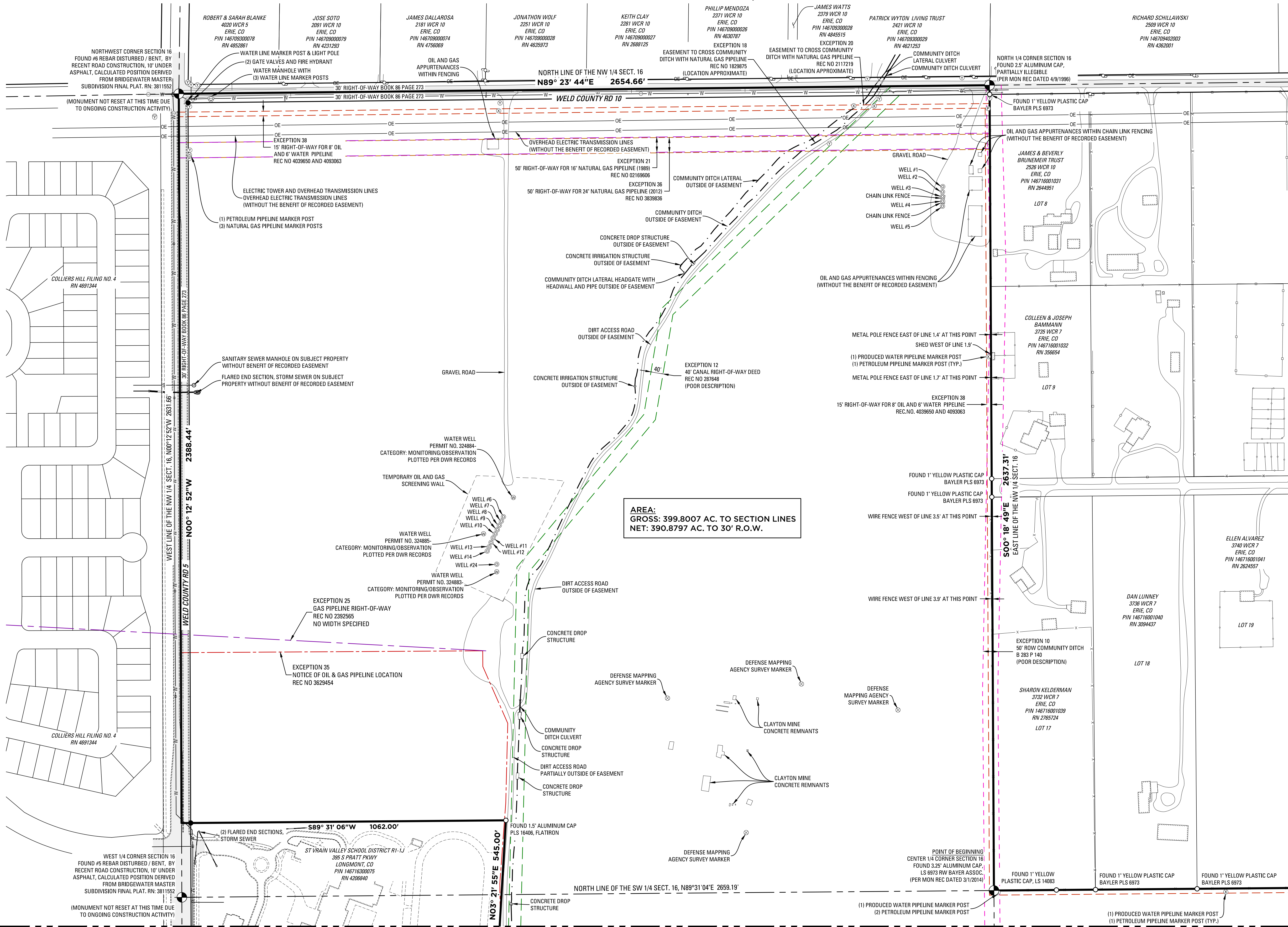
KT ENGINEERING
ENGINEERS • SURVEYORS

DATE: 01/29/2024
JOB NO: 0099-2216
SHEET 2 OF 5

12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190

ALTA / NSPS LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN SECTION 16
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

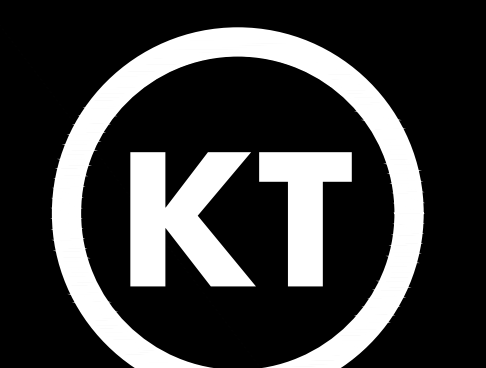
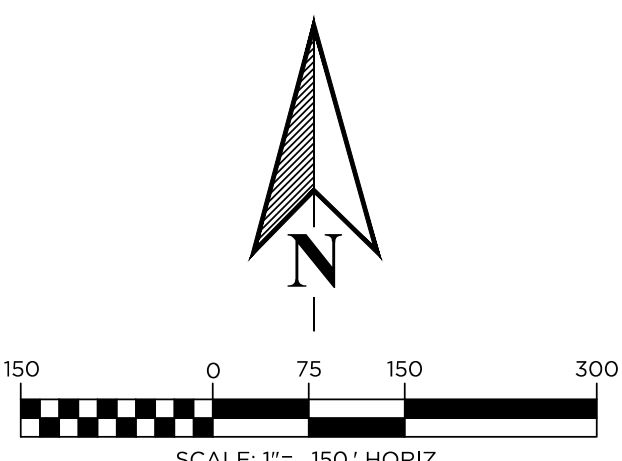


- LEGEND:**
- FOUND SECTION CORNER AS DESCRIBED
 - FOUND MONUMENT AS DESCRIBED
 - SET 18" NO. 5 REBAR W/ 1.25" ORANGE PLASTIC CAP, PLS 36561, KT ENG
 - LIGHT POLE
 - UTILITY POLE
 - UTILITY PEDESTAL
 - FIRE HYDRANT
 - WATER GATE VALVE
 - WATER METER
 - WATER MANHOLE
 - STORM MANHOLE
 - SANITARY MANHOLE
 - WATER LINE MARKER POST
 - UNDERGROUND ELECTRIC MARKER POST
 - (1) PETROLEUM PIPE LINE MARKER POST & (1) PRODUCED WATER PIPE LINE MARKER POST
 - NATURAL GAS PIPE LINE MARKER POST
 - PETROLEUM PIPE LINE MARKER POST
 - DEFENSE MAPPING AGENCY SURVEY MARKER
 - WATER WELL AS DESCRIBED
 - OIL WELL HEAD AS DESCRIBED

- (N72°11'51"E) (31.12')
- SUBJECT BOUNDARY
 - SECTION LINE
 - IRRIGATION DITCH CENTERLINE
 - WIRE FENCE
 - METAL FENCE
 - WOODEN FENCE
 - OVERHEAD ELECTRIC LINE
 - STORM/IRRIGATION CULVERT/PIPE LINE
 - APPROXIMATE WATER MAIN LOCATION
 - APPROXIMATE SANITARY MAIN LOCATION
 - ASPHALT
 - GRAVEL OR DIRT ROAD

OIL AND GAS WELL HEAD INFORMATION TABLE:

IDENTIFIER	WELL NAME	WELL STATUS	LOCATION SOURCE
WELL #1	STATE #26-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #2	STATE #1-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #3	STATE #2-16	SHUT IN	PLOTTED PER COGCC RECORDS
WELL #4	STATE #8-16	SHUT IN	PLOTTED PER COGCC RECORDS
WELL #5	STATE #7-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #6	STATE #35-9	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #7	STATE #28-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #8	STATE #4-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #9	STATE #3-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #10	STATE #21-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #11	STATE #6-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #12	STATE #30-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #13	STATE #32-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #14	STATE #5-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #24	STATE OF CO. AZ #1	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS



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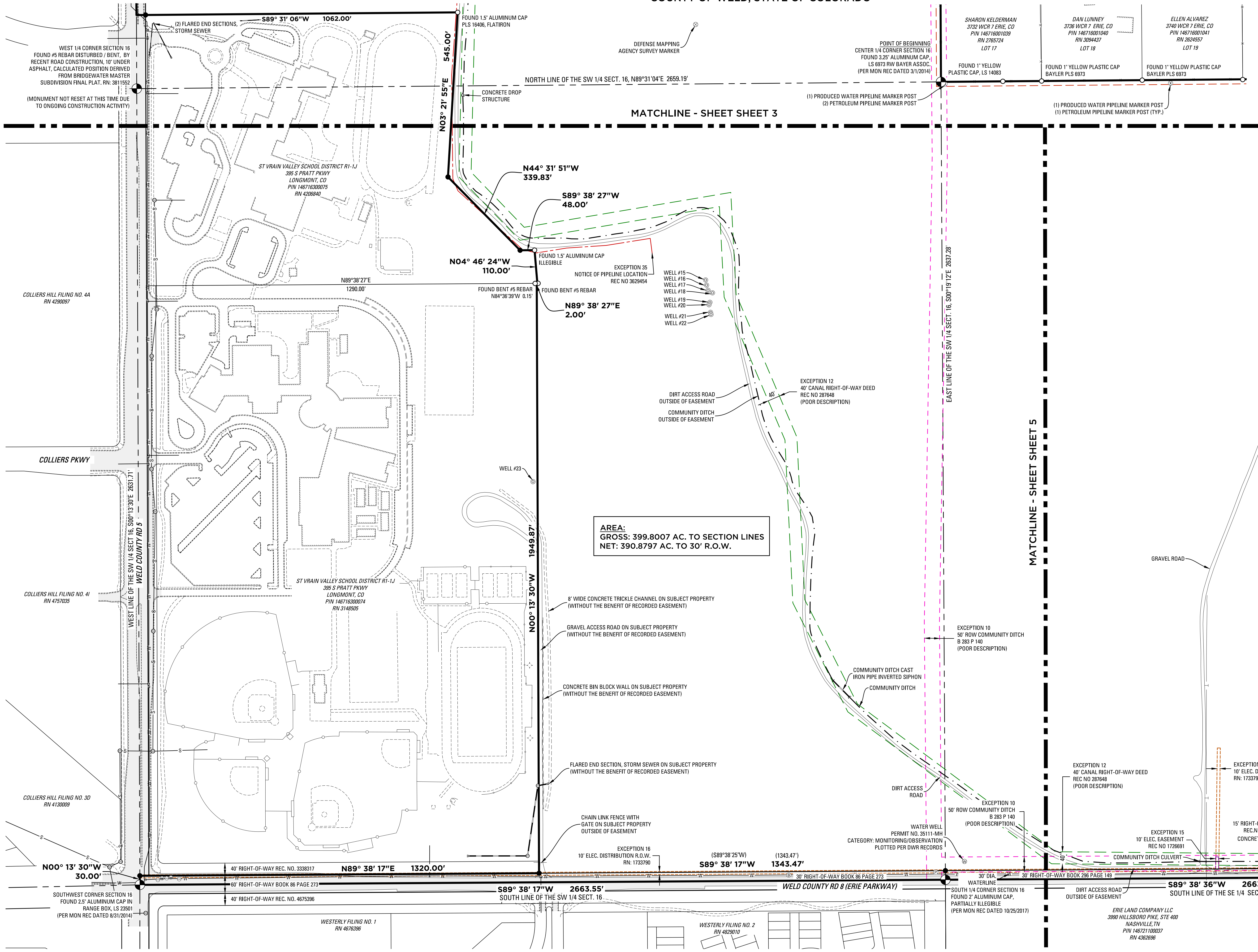
DATE: 01/29/2024
JOB NO: 0099-2216
SHEET 3 OF 5

MATCHLINE - SHEET SHEET 4

MATCHLINE - SHEET SHEET 5

ALTA / NSPS LAND TITLE SURVEY

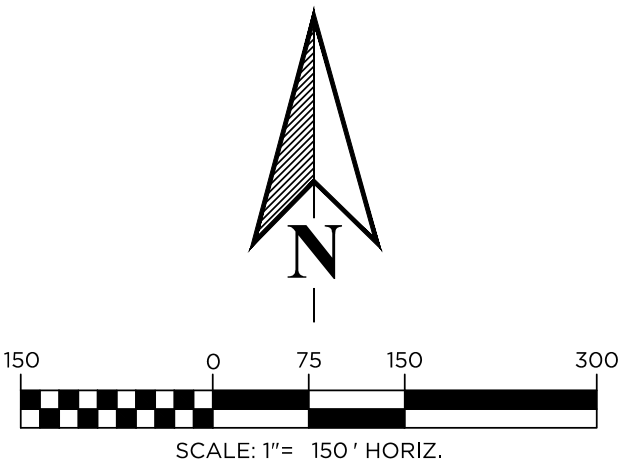
A PARCEL OF LAND LOCATED IN SECTION 16
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



- LEGEND:**
- FOUND SECTION CORNER AS DESCRIBED
 - FOUND MONUMENT AS DESCRIBED
 - SET 18" NO. 5 REBAR W/ 1.25" ORANGE PLASTIC CAP, PLS 36561, KT ENG
 - LIGHT POLE
 - UTILITY POLE
 - UTILITY PEDESTAL
 - FIRE HYDRANT
 - WATER GATE VALVE
 - WATER METER
 - WATER MANHOLE
 - STORM MANHOLE
 - SANITARY MANHOLE
 - WATER LINE MARKER POST
 - UNDERGROUND ELECTRIC MARKER POST
 - (1) PETROLEUM PIPE LINE MARKER POST & (1) PRODUCED WATER PIPE LINE MARKER POST
 - NATURAL GAS PIPE LINE MARKER POST
 - PETROLEUM PIPE LINE MARKER POST
 - DEFENSE MAPPING AGENCY SURVEY MARKER
 - WATER WELL AS DESCRIBED
 - OIL WELL HEAD AS DESCRIBED
 - (N72°11'51"E) (31.12') RECORD DIMENSION PER PROVIDED DESCRIPTION
 - SUBJECT BOUNDARY
 - SECTION LINE
 - IRRIGATION DITCH CENTERLINE
 - WIRE FENCE
 - METAL FENCE
 - WOODEN FENCE
 - OVERHEAD ELECTRIC LINE
 - STORM/IRRIGATION CULVERT/PIPE LINE
 - APPROXIMATE WATER MAIN LOCATION
 - APPROXIMATE SANITARY MAIN LOCATION
 - ASPHALT
 - GRAVEL OR DIRT ROAD

OIL AND GAS WELL HEAD INFORMATION TABLE:

IDENTIFIER	WELL NAME	WELL STATUS	LOCATION SOURCE
WELL #15	STATE #22-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #16	STATE #11-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #17	STATE #25-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #18	STATE #12-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #19	STATE #33-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #20	STATE #13-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #21	STATE #35-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #22	STATE #14-16	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS
WELL #23	STATE OF CO. AL #2	PLUGGED & ABANDONED	PLOTTED PER COGCC RECORDS



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SHEET 4 OF 5

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ALTA / NSPS LAND TITLE SURVEY

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