ALTA/NSPS LAND TITLE SURVEY
TRACTS 18 & 19 BRIDGEWATER MASTER SUBDIVISION
(FUTURE COLLIERS HILL FILING NO. 6)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 3

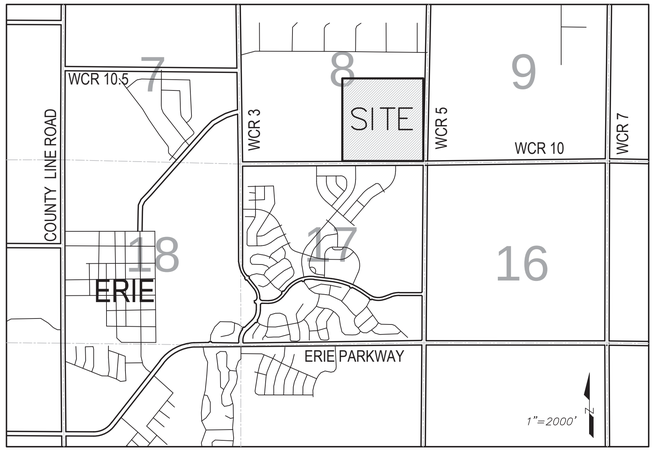
COMMITMENT NOTES:

THIS SURVEY IS BASED UPON TITLE COMMITMENT NO. NCS-870785-CO, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF 08/06/20. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH OR EASEMENT RESEARCH BY HURST & ASSOCIATES. RATHER, ALL INFORMATION REGARDING TITLE AND EASEMENT MATTERS SHOULD BE OBTAINED FROM THE TITLE COMMITMENT. UNLESS OTHERWISE NOTED, ALL EXCEPTIONS LISTED AFFECT THE SUBJECT PROPERTY BY BEING INCLUDED IN DESCRIPTIONS CONTAINED IN DOCUMENT.

(EXCEPTIONS 1 THROUGH 5 ARE STANDARD EXCEPTIONS AND CANNOT BE SHOWN)

SCHEDULE B SECTION 2 EXCEPTIONS

EXC. NO.	DOCUMENT	DATE	RECEPTION NO.	NOTES
6	COMMISSIONER'S TRANSCRIPT	10/11/1889	B86 P273	DOES NOT AFFECT; FOR RIGHTS OF WAY 30' EACH SIDE SECTION LINE; ROW IS NOW WIDER
7	EASEMENT DEED	10/12/1971	1576620	DOES NOT AFFECT; NOW LOCATED IN CR5 AND CR10 ROW
8	MINERAL DEED	11/30/1972	1602712	NOTHING TO SHOW
9	EASEMENT DEED	02/13/1986	2042899	EASEMENT SHOWN
10	SPECIAL WARRANTY DEED	11/17/2000	2807516	NOTHING TO SHOW
11	AGREEMENT	11/17/2000	2807515	NOTHING TO SHOW
12	MEMORANDUM OF SUA	09/29/2003	3110572	NOTHING TO SHOW
13	MEMORANDUM OF SUA CORRECTED MEMO OF SUA	08/25/2005 11/01/2010	3316658 3729056	NOTHING TO SHOW
14	MEMORANDUM OF SUA CORRECTED MEMO OF SUA	03/13/2007 11/01/2010	3461612 3729057	NOTHING TO SHOW
15	RIGHT OF WAY GRANT AMENDMENT	09/20/2007 05/13/2014	3505741 4015765	RIGHT OF WAY DESCRIBED IN GRANT (AND R# 3600584-EXCEPTION 23) REPLACED BY AMENDMENT (SHOWN)
16	ORDINANCE NO. 30-2007	11/19/2007	3518315	NOTHING TO SHOW
17	ORDINANCE NO. 29-2007	11/19/2007	3518316	NOTHING TO SHOW
18	BRIDGEWATER ANNEX AGMT FIRST AMENDMENT SECOND AMENDMENT THIRD AMENDMENT PARTIAL ASSIGNMENT	11/19/2007 12/30/2010 10/12/2011 01/23/2013 06/13/2013	3518317 3741841 3798317 3904988 3955793	NOTHING TO SHOW
19	GRANT OF PERMANENT AVIGATION EASEMENT	11/19/2007	3518318	CANNOT SHOW, BLANKET EASEMENT
20	BRIDGEWATER ANNEX. MAP	11/19/2007	3518319	NOTHING TO SHOW
21	BRIDGEWATER ZONING MAP AMENDMENT #1	11/19/2007 08/31/2011	3518320 3789471	NOTHING TO SHOW, ZONES TRACT 18 AS LR (LOW DENSITY RESIDENTIAL) AND TRACT 19 AS ER (ESTATE RESIDENTIAL)
22	BRIDGEWATER PUD OVERLAY MAP AMENDMENT #1 AMENDMENT #2 AMENDMENT #3 AMENDMENT #4	11/19/2007 08/31/2011 05/29/2013 11/03/2015 07/23/2019	3518321 3789472 3935464 4155346 4508046	NOTHING TO SHOW; SHOWS TRACT 18 TO BE SFD (SINGLE FAMILY DETACHED) AND TRACT 19 TO BE OPEN SPACE
23	RIGHT OF WAY GRANT	01/21/2009	3600584	DESCRIPTION OF RIGHT OF WAY HAS BEEN CHANGED BY AMENDMENT RECORDED AT R# 4015765 (SEE EXCEPTION NO. 15)
24	QUITCLAIM DEED	04/14/1971	1565713	NOTHING TO SHOW
25	OIL AND GAS LEASE AFFIDAVIT	11/30/1972 01/11/1979	1602713 1778417	NOTHING TO SHOW
26	ORDER AND DECREE	06/24/2008	3562681	NOTHING TO SHOW
27	ORDINANCE NO. 08-2011	08/31/2011	3789473	NOTHING TO SHOW
28	ORDINANCE NO. 09-2011	08/31/2011	3789474	NOTHING TO SHOW
29	SURFACE USE AGREEMENT FIRST AMENDMENT	10/18/2011 04/25/2019	3799568 4484091	OGOAS SHOWN
30	BRIDGEWATER MASTER PLAT ORDINANCE NO. 18-2015	12/13/2011 06/22/2015	3811552 4117798	NO EASEMENTS CREATED BY PLAT; 100' SETBACK ADJACENT TO WEST LINE SHOWN
31	ORDERS FOR CONDITIONAL INCLUSION	03/08/2012 03/13/2012	3830699 3831541	NOTHING TO SHOW
32	MASTER DECLARATION COVENANT TO ANNEX PARTIAL ASSIGNMENT FIRST AMENDMENT	05/29/2013 05/29/2013 01/04/2017 04/28/2014	3935465 3935454 4267367 4012251	NOTHING TO SHOW
33	COVENANT OF RIGHTS	08/13/2013	3955789	NOTHING TO SHOW
34	RIGHT OF WAY GRANT AMENDMENT TO ROW GRANT	03/20/2017 03/03/2020	4286866 4571526	RIGHT OF WAY DESCRIBED IN ROW GRANT CHANGED BY AMENDMENT (SHOWN)
35	REQUEST FOR NOTIFICATION AMENDED REQUEST	06/19/2019 07/17/2019	4498649 4506252	NOTHING TO SHOW
36	EXISTING LEASES AND TENANCIES	–	–	NOTHING TO SHOW



VICINITY MAP

GENERAL NOTES:

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

2. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8: S00°49'07"E BETWEEN THE EAST QUARTER CORNER AND SOUTHEAST CORNER (BOTH 2.5" ALUMINUM CAPS, LS 23501, 1993).

3. FOUND/SET PROPERTY CORNERS SHOWN HEREON.

4. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

5. THERE IS NO POSTED ADDRESS. WELD COUNTY ONLINE PROPERTY INFORMATION MAP HAS NO ADDRESS INFORMATION.

6. ABOVE GROUND UTILITIES ARE SHOWN. ADDITIONAL UTILITIES MAY EXIST THAT WERE NOT OBSERVED DUE TO GRASSES.

7. TOTAL GROSS AREA OF PARCEL: 151.72 ACRES.

8. THERE ARE NO SUBSTANTIAL FEATURES OR PARKING AREAS ON SUBJECT PROPERTY.

9. ALL DISTANCES ARE U.S. SURVEY FEET.

10. THE BRIDGEWATER MASTER SUBDIVISION PLAT SHOWS A 100' SETBACK ALONG THE WESTERLY LINES OF TRACTS 18 AND 19 PER A SUBSIDENCE INVESTIGATION REPORT.

11. A REGIONAL TRANSPORTATION DISTRICT RIGHT OF WAY PLAN RECORDED 02/10/2017 AT RECEPTION NO. 4277473 WAS USED IN THE PREPARATION OF THIS SURVEY. THE PLAN SHOWS THE RTD ROW MONUMENTATION ALONG THE NORTHERLY LINE OF BRIDGEWATER TRACT 18 AND THE SOUTHERLY LINE OF TRACT 19.

PARCEL DESCRIPTION:

PARCEL 1:

TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS CONVEYED IN DEED RECORDED AUGUST 13, 2013 AT RECEPTION NO. 3955791 IN THE RECORDS OF WELD COUNTY, COLORADO:

PARCEL 11A:

A PARCEL OF LAND LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT 18;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID TRACT 18 (BASIS OF BEARINGS) THE FOLLOWING TWO COURSES:
1) N42°43'40"E, 467.34 FEET;
2) 196.70 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,858.50 FEET, A CENTRAL ANGLE OF 06°03'50", AND A CHORD BEARING N45°45'35"E, 196.60 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF TRACT 18 THE FOLLOWING COURSE: 259.39 FEET ALONG THE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 07°59'48", AND A CHORD BEARING N52°47'24"E, 259.18 FEET;
THENCE 974.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 279°13'35", AND A CHORD BEARING S52°47'24"W, 259.18 FEET TO THE POINT OF BEGINNING.

PARCEL 11B:

A CIRCULAR PARCEL OF LAND HAVING A RADIUS OF 200.00 FEET LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, THE CENTER OF WHICH IS LOCATED N46°04'39"E, 889.25 FEET FROM THE SOUTHWESTERLY CORNER OF SAID TRACT 18 AND N73°24'50"W, 2,007.36 FEET FROM THE SOUTHEASTERLY CORNER OF SAID TRACT 18.

BASIS OF BEARINGS IS THE SOUTHERLY LINE OF SAID TRACT 18, BEING N89°01'14"E, 2,564.73 FEET BETWEEN THE SOUTHWESTERLY CORNER OF TRACT 18 AND THE SOUTHEASTERLY CORNER OF TRACT 18.

PARCEL 11C:

A PARCEL OF LAND LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TRACT 18;
THENCE S00°49'09"W, 614.51 FEET ALONG THE EASTERLY LINE OF SAID TRACT 18 (BASIS OF BEARINGS);
THENCE 43.02 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 12°19'27", AND A CHORD BEARING S83°50'16"W, 42.94 FEET;
THENCE S90°00'00"W, 50.00 FEET;
THENCE 97.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 27°55'46", AND A CHORD BEARING N76°02'07"W, 96.53 FEET;
THENCE N62°04'14"W, 403.72 FEET;
THENCE 216.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 62°04'14", AND A CHORD BEARING N31°02'07"W, 206.23 FEET;
THENCE N00°00'00"E, 16.00 FEET;
THENCE 169.10 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 48°26'41", AND A CHORD BEARING N24°13'20"E, 164.11 FEET;
THENCE N48°26'41"E, 172.87 FEET TO THE NORTHERLY LINE OF SAID TRACT 18;
THENCE S83°46'14"E, 464.22 FEET ALONG THE SAID NORTHERLY LINE OF TRACT 18 TO THE POINT OF BEGINNING.

PARCEL 11D:

A PARCEL OF LAND LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID TRACT 18 ALSO BEING THE NORTHERLY POINT OF CURVATURE OF THE NORTHWESTERLY CORNER OF THE INTERSECTION OF COUNTY ROAD 5 AND COUNTY ROAD 10 FROM WHENCE THE NORTHEASTERLY CORNER OF SAID TRACT 18 LIES N00°49'09"E, 2,350.26 FEET (BASIS OF BEARINGS)
THENCE N46°53'21"W, 1,093.59 FEET TO THE POINT OF BEGINNING;

THENCE S02°24'09"E, 17.18 FEET;
THENCE 647.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 206.00 FEET, A CENTRAL ANGLE OF 180°00'00", AND A CHORD BEARING S87°35'51"W, 412.00 FEET;
THENCE N02°24'09"W, 17.18 FEET;
THENCE 120.57 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 206.00 FEET, A CENTRAL ANGLE OF 33°32'09", AND A CHORD BEARING N14°21'55"E, 118.86 FEET;
THENCE 264.33 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 75°43'28", AND A CHORD BEARING N18°15'37"E, 245.51 FEET;
THENCE 604.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 173°18'00", AND A CHORD BEARING S47°18'52"E, 399.32 FEET;
THENCE 61.64 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 206.00 FEET, A CENTRAL ANGLE OF 17°08'41", AND A CHORD BEARING S10°58'30"E, 61.41 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TRACT 19 OF "BRIDGEWATER MASTER SUBDIVISION", TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO,

EXCEPTING THEREFROM THE FOLLOWING PARCEL CONVEYED IN DEED RECORDED AUGUST 13, 2013 AT RECEPTION NO. 3955791 IN THE RECORDS OF WELD COUNTY, COLORADO:

A PARCEL OF LAND LOCATED IN TRACT 19 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT 19
THENCE N83°46'14"W, 364.03 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT 19 (BASIS OF BEARINGS);
THENCE N48°26'41"E, 46.43 FEET;
THENCE 166.80 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 47°47'05", AND A CHORD BEARING N72°20'13"E, 162.01 FEET;
THENCE S83°46'14"E, 154.00 FEET;
THENCE 21.39 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 06°07'37", AND A CHORD BEARING S80°42'26"E, 21.38 FEET TO THE EASTERLY LINE OF TRACT 19;
THENCE S00°49'09"W, 99.30 FEET ALONG THE SAID EASTERLY LINE OF TRACT 19 TO THE POINT OF BEGINNING.

PARCEL 3:

THE FOLLOWING FOUR (4) PARCELS OF LAND LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO:

ABOVE DESCRIBED PARCELS 11A, 11B, 11C AND 11D.

PARCEL 4:

A PARCEL OF LAND LOCATED IN TRACT 19 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT 19
THENCE N83°46'14"W, 364.03 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT 19 (BASIS OF BEARINGS);
THENCE N48°26'41"E, 46.43 FEET;
THENCE 166.80 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 47°47'05", AND A CHORD BEARING N72°20'13"E, 162.01 FEET;
THENCE S83°46'14"E, 154.00 FEET;
THENCE 21.39 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 06°07'37", AND A CHORD BEARING S80°42'26"E, 21.38 FEET TO THE EASTERLY LINE OF TRACT 19;
THENCE S00°49'09"W, 99.30 FEET ALONG THE SAID EASTERLY LINE OF TRACT 19 TO THE POINT OF BEGINNING.

SURVEY CERTIFICATION:

CERTIFIED TO:

DAYBREAK RECOVERY ACQUISITIONS LLC
COLLIERS HILL METROPOLITAN DISTRICT NO. 3
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 8 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED 08/25/20.

DATE OF PLAT OR MAP: 08/27/20



FOR AND ON BEHALF OF HURST AND ASSOCIATES:
BO BAIZE, COLORADO PLS NO. 37990
EMAIL ADDRESS: bo@hurst.design

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REVISIONS

NO.	DESCRIPTION	DATE	BY
1			

HURST & ASSOCIATES, INC.
12637 S.Pine Creek Road, Suite B
Colorado Springs, CO 80908
303.449.9105

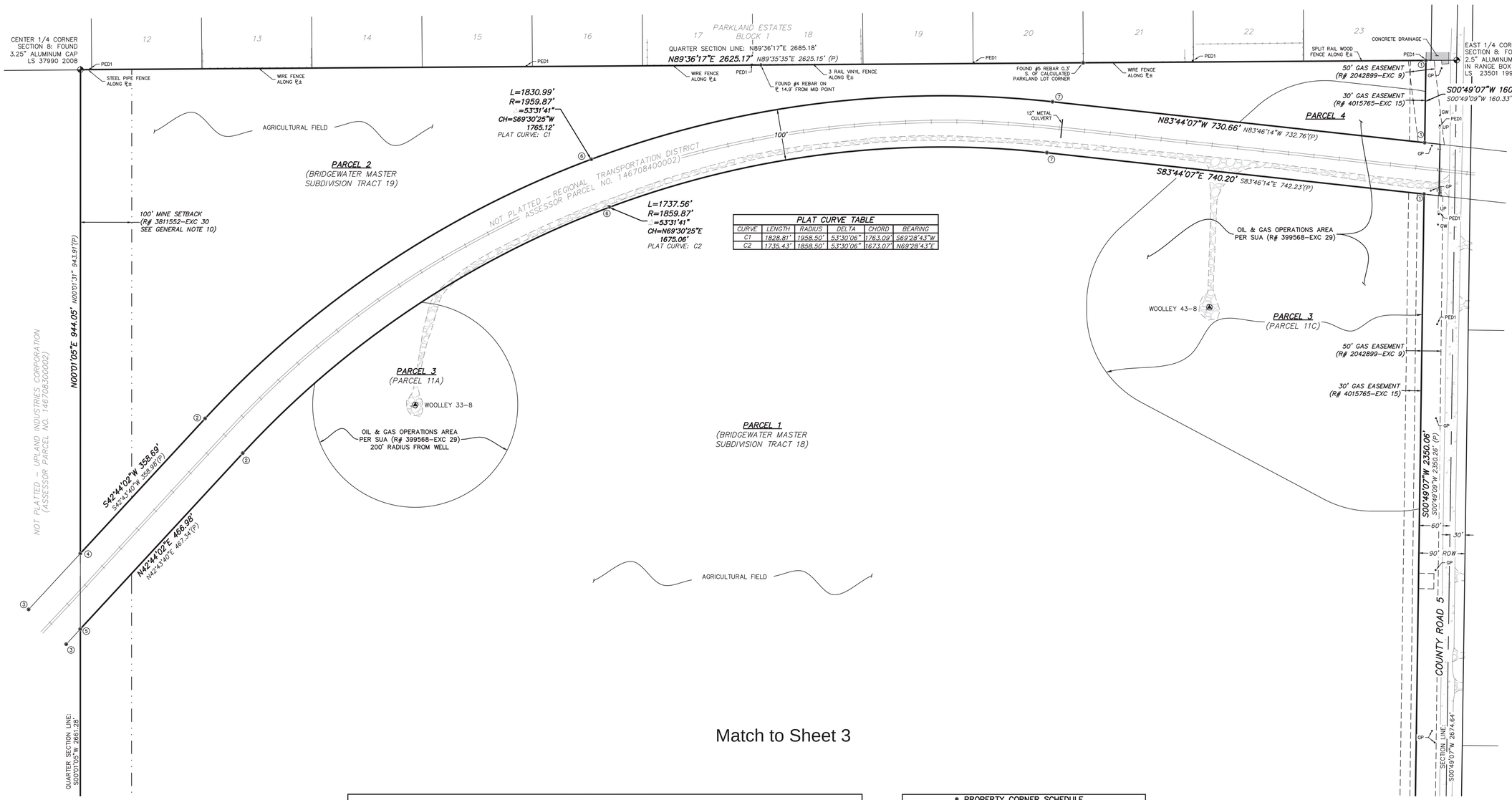
HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

ALTA/NSPS LAND TITLE SURVEY
TR 18 & 19 BRIDGEWATER
(FUTURE COLLIERS HILL FIL NO 6).
ERIE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2527-02
DATE: 08/27/20
SCALE: N/A
SHEET NO: 1 OF 3
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ALTA/NSPS LAND TITLE SURVEY
TRACTS 18 & 19 BRIDGEWATER MASTER SUBDIVISION
(FUTURE COLLIERS HILL FILING NO. 6)

SHEET 2 OF 3



Match to Sheet 3

LEGEND

Water Manhole	GP	Gas Pipeline Post	Overhead Telephone Line
Light Pole (with Electric Pullbox)	GW	Guy Wire	Asphalt
Fire Hydrant	PED1	Telephone Pedestal	Concrete
Water Valve	PED2	CATV Pedestal	Dirt/Gravel
Flared End Section	SIGN	Community Sales Sign	
Wellhead (with name)	TR	Transformer	

PROPERTY CORNER SCHEDULE

1	SET 1" PLASTIC CAP ON 18" #4 REBAR, LS 37990
2	FOUND 1" PLASTIC CAP, LS 37990
3	FOUND 3.25" RTD ALUMINUM CAP, LS 24942
4	FOUND #4 REBAR, NO CAP; ADD 1" PLASTIC CAP, LS 37990
5	FOUND 1" PLASTIC CAP, LS 37990 0.2' SOUTH OF CORNER; FOUND 1.25" ALUMINUM CAP, LS 38302 1.4' NORTH OF CORNER
6	FOUND 3.25" RTD ALUMINUM CAP, LS 24942 AT CORNER; 1" PLASTIC CAP, LS 37990 1.3' SOUTHWEST OF CORNER ON LINE
7	FOUND 3.25" RTD ALUMINUM CAP, LS 24942 AT CORNER; 1" PLASTIC CAP, LS 37990 2.15' NORTHWEST OF CORNER ON LINE

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

SURVEYORS STAMP:
COLORADO LICENSED
BO BAIZE
08/27/20
37990
PROFESSIONAL LAND SURVEYOR

HURST & ASSOCIATES, INC.
1265 S Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

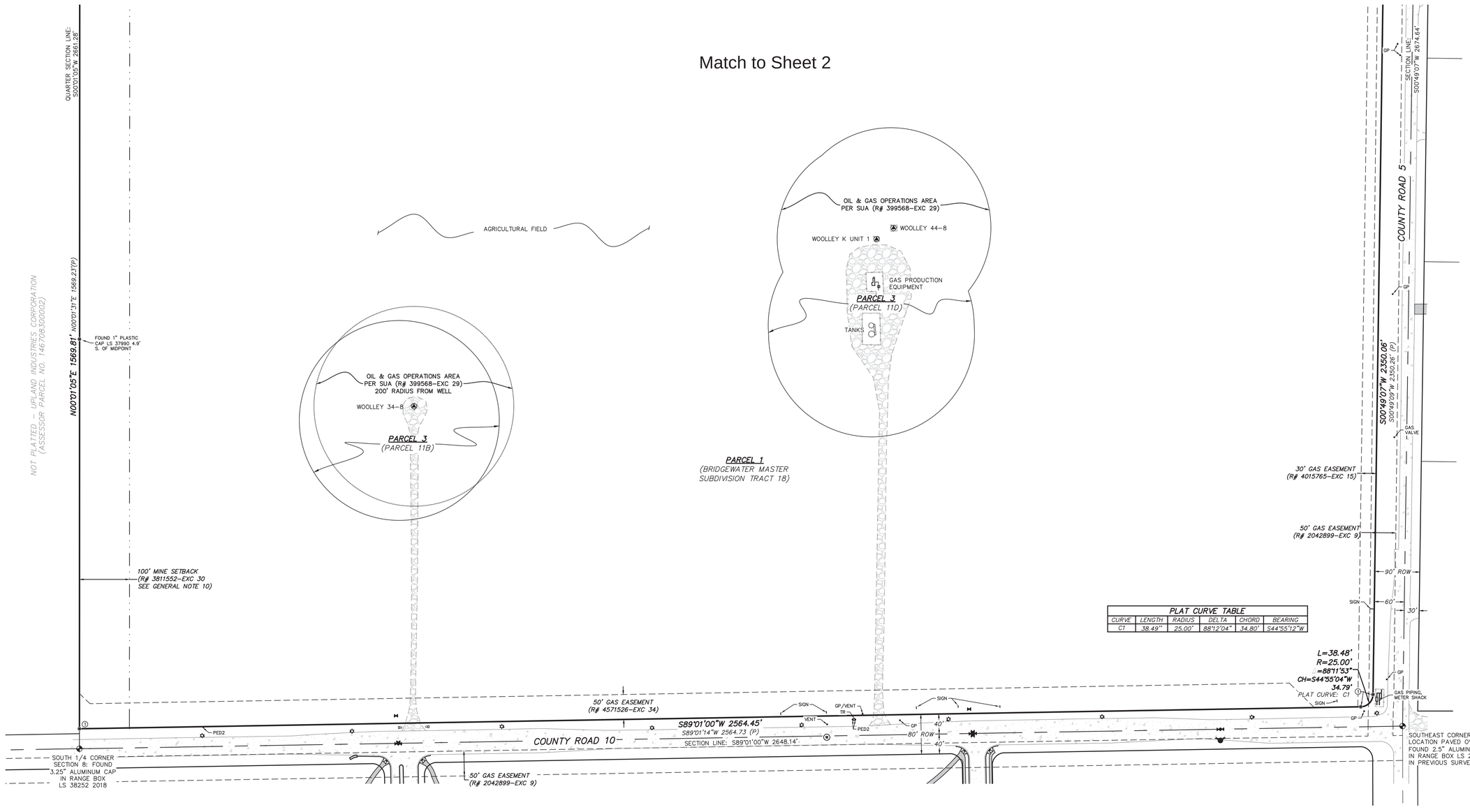
ALTA/NSPS LAND TITLE SURVEY
TR 18 & 19 BRIDGEWATER
(FUTURE COLLIERS HILL FIL NO 6).
ERIE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2527-02
DATE: 08/27/20
SCALE: 1"=100'
SHEET NO: 2 OF 3
FILE LOCATION: G:\2527\SURVEY\ALTA\SRTBLDG BACH FUT FIL 6 ALTA

ALTA/NSPS LAND TITLE SURVEY
TRACTS 18 & 19 BRIDGEWATER MASTER SUBDIVISION
(FUTURE COLLIERS HILL FILING NO. 6)

SHEET 3 OF 3

Match to Sheet 2



PLAT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	38.49''	25.00'	88°12'04"	34.80'	S44°55'12"W

LEGEND

Water Manhole	GP	Gas Pipeline Post	Overhead Telephone Line
Light Pole (with Electric Pullbox)	GW	Guy Wire	Asphalt
Fire Hydrant	PED1	Telephone Pedestal	Concrete
Water Valve	PED2	CATV Pedestal	Dirt/Gravel
Flared End Section	SIGN	Community Sales Sign	
Wellhead (with name)	TR	Transformer	

⊕ PROPERTY CORNER SCHEDULE	
1	SET 1" PLASTIC CAP ON 18" #4 REBAR, LS 37990
2	FOUND 1" PLASTIC CAP, LS 37990
3	FOUND 3.25" RTD ALUMINUM CAP, LS 24942
4	FOUND #4 REBAR, NO CAP; ADD 1" PLASTIC CAP, LS 37990
5	FOUND 1" PLASTIC CAP, LS 37990 0.2' SOUTH OF CORNER; FOUND 1.25" ALUMINUM CAP, LS 38302 1.4' NORTH OF CORNER
6	FOUND 3.25" RTD ALUMINUM CAP, LS 24942 AT CORNER; 1" PLASTIC CAP, LS 37990 1.3' SOUTHWEST OF CORNER ON LINE
7	FOUND 3.25" RTD ALUMINUM CAP, LS 24942 AT CORNER; 1" PLASTIC CAP, LS 37990 2.15' NORTHWEST OF CORNER ON LINE

0 50 100 200

1 inch = 100 ft.

SCALE VERIFICATION

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

SURVEYORS STAMP:

COLORADO LICENSED 90 BAYZE 37990 PROFESSIONAL LAND SURVEYOR

08/27/20

HURST

CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 S Public Road, Suite B
Lafayette, CO 80026
303.449.9105

ALTA/NSPS LAND TITLE SURVEY
TR 18 & 19 BRIDGEWATER
(FUTURE COLLIERS HILL FIL NO 6).
ERIE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2527-02
DATE: 08/27/20
SCALE: 1"=100'
SHEET NO: 3 OF 3
FILE LOCATION: G:\2527\SURVEY\ALTA\SPS\DWG\ACH FUT FIL 6 ALTA

ALTA/NSPS LAND TITLE SURVEY
TRACT E, COLLIERS HILL FILING NO. 4C
(FUTURE COLLIERS HILL FILING NO. 4G)

LOCATED IN THE EAST HALF OF SECTION 17,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

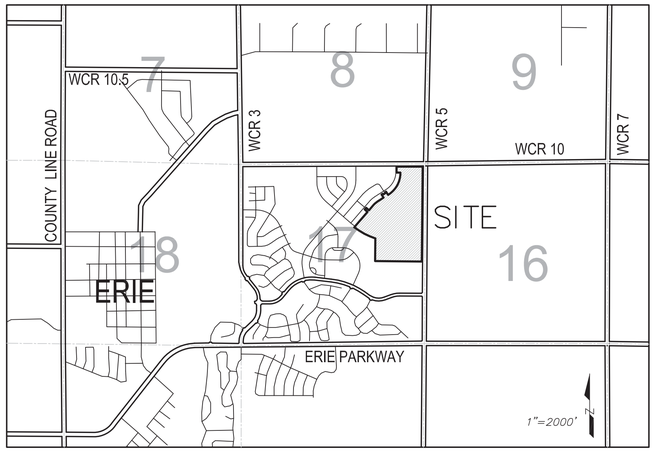
COMMITMENT NOTES:

THIS SURVEY IS BASED UPON TITLE COMMITMENT NO. NCS–911911–CO, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF 03/01/2019 AT 5:00 P.M. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH OR EASEMENT RESEARCH BY HURST & ASSOCIATES. RATHER, ALL INFORMATION REGARDING TITLE AND EASEMENT MATTERS SHOULD BE OBTAINED FROM THE TITLE COMMITMENT. UNLESS OTHERWISE NOTED, ALL EXCEPTIONS LISTED AFFECT THE SUBJECT BY BEING INCLUDED IN DESCRIPTIONS CONTAINED IN DOCUMENT.

(EXCEPTIONS 1 THROUGH 5 ARE STANDARD EXCEPTIONS AND CANNOT BE SHOWN)

SCHEDULE B SECTION 2 EXCEPTIONS

EXC. NO.	DOCUMENT	DATE	RECEPTION NO.	NOTES
6	COMMISSIONER'S TRANSCRIPT	10/11/1889	B86 P273	DOES NOT AFFECT; FOR RIGHT OF WAY 30' EACH SIDE SECTION LINE
7	RIGHT OF WAY DEED	02/13/1909	B289 P530	DOES NOT AFFECT; DITCH IN SEC. 8 & 18
8	EASEMENT DEED	07/17/1970	1551487	SHOWN
9	EASEMENT DEED	10/12/1971	1576620	DOES NOT AFFECT; NOW LOCATED IN CR10 ROW
10	MINERAL DEED	11/30/1972	1602712	DOES NOT AFFECT; LOCATED IN NW4 & S2 OF SECTION 17
11	MINERAL DEED	04/28/1980	1823501	NOTHING TO SHOW
12	EASEMENT DEED AMENDMENT OF DEED	11/21/1980 11/04/2011	1842244 3803734	EASEMENT SHOWN
13	EASEMENT DEED	01/27/1981	1848120	DOES NOT AFFECT, LOCATED W. OF PROPERTY
14	EASEMENT DEED	02/16/1983	1917642	DOES NOT AFFECT, LOCATED W OF PROPERTY
15	EASEMENT DEED AMENDMENT TO DEED	08/08/1983 04/26/2013	1936290 3927485	DOES NOT AFFECT, LOCATED W. OF PROPERTY
16	EASEMENT DEED	02/13/1986	2042899	EASEMENT SHOWN
17	EASEMENT DEED	04/01/1993	2327121	EASEMENT SHOWN
18	OIL AND GAS LEASE AFFIDAVIT OF PRODUCTION	05/22/1998 12/18/2000	2614558 2813963	NOTHING TO SHOW
19	SPECIAL WARRANTY DEED	11/17/2000	2807516	NOTHING TO SHOW
20	AGREEMENT	11/17/2000	2807515	NOTHING TO SHOW
21	MEMORANDUM OF SUA	09/29/2003	3110572	DOES NOT AFFECT; LOCATED IN SEC. 8
22	RIGHT OF WAY GRANT	11/12/2004	3235061	EASEMENT SHOWN
23	MEMORANDUM OF SUA CORRECTED MEMO OF SUA	08/25/2005 11/01/2010	3316658 3729056	DOES NOT AFFECT; LOCATED IN SEC. 8
24	MEMORANDUM OF SUA CORRECTED MEMO OF SUA	03/13/2007 11/01/2010	3461612 3729057	DOES NOT AFFECT; LOCATED IN SEC. 8
25	RIGHT OF WAY GRANT AMENDMENT	09/20/2007 05/13/2014	3505741 4015765	DOES NOT AFFECT; LOCATED IN SEC. 8
26	ORDINANCE NO. 30–2007	11/19/2007	3518315	NOTHING TO SHOW
27	ORDINANCE NO. 29–2007	11/19/2007	3518316	NOTHING TO SHOW
28	BRIDGEWATER ANNEX AGMT FIRST AMENDMENT SECOND AMENDMENT THIRD AMENDMENT PARTIAL ASSIGNMENT	11/19/2007 12/30/2010 10/12/2011 01/23/2013 06/13/2013	3518317 3741841 3798317 3904988 3955793	NOTHING TO SHOW
29	GRANT OF PERMANENT AVIGATION EASEMENT	11/19/2007	3518318	CANNOT SHOW, BLANKET EASEMENT
30	BRIDGEWATER ANNEX. MAP	11/19/2007	3518319	NOTHING TO SHOW
31	BRIDGEWATER ZONING MAP AMENDMENT #1	11/19/2007 08/31/2011	3518320 3789471	NOTHING TO SHOW, ZONES PROPERTY AS LR (LOW DENSITY RESIDENTIAL)
32	BRIDGEWATER PUD OVERLAY MAP AMENDMENT #1 AMENDMENT #2	11/19/2007 08/31/2011 05/29/2013	3518321 3789472 3935464	NOTHING TO SHOW; SHOWS PROPERTY TO BE SFD (SINGLE FAMILY DETACHED) AND SFA (SINGLE FAMILY ATTACHED)
33	RIGHT OF WAY GRANT	01/21/2009	3600584	DOES NOT AFFECT; LOCATED IN SEC. 8
34	RIGHT OF WAY GRANT	02/19/2009	3606265	EASEMENT SHOWN
35	QUITCLAIM DEED	04/14/1971	1565713	NOTHING TO SHOW
36	OIL AND GAS LEASE AFFIDAVIT	11/30/1972 01/11/1979	1602713 1778417	DOES NOT AFFECT; LOCATED IN NW4 & S2 OF SECTION 17
37	NOTICE	01/23/2001	2820924	NOTHING TO SHOW
38	REQUEST FOR NOTIFICATION	05/28/2002	2954711	NOTHING TO SHOW
39	ORDER AND DECREE	06/24/2008	3562679	NOTHING TO SHOW
40	ORDER AND DECREE	06/24/2008	3562680	NOTHING TO SHOW
41	ORDER AND DECREE	06/24/2008	3562681	NOTHING TO SHOW
42	ORDINANCE NO. 08–2011	08/31/2011	3789473	NOTHING TO SHOW
43	ORDINANCE NO. 09–2011	08/31/2011	3789474	NOTHING TO SHOW
44	SURFACE USE AGREEMENT	10/18/2011	3799568	DOES NOT AFFECT
45	SURFACE USE AGREEMENT	11/14/2011	3805168	OGOAS SHOWN; SEE GENERAL NOTE 7
46	BRIDGEWATER MASTER PLAT ORDINANCE NO. 18–2015	12/13/2011 06/22/2015	3811552 4117798	NOTHING TO SHOW; PLAT DID NOT DEDICATE ANY EASEMENTS ACROSS PROPERTY
47	ORDERS FOR CONDITIONAL INCLUSION	03/08/2012 03/13/2012	3830699 3831541	NOTHING TO SHOW
48	MASTER DECLARATION COVENANT TO ANNEX PARTIAL ASSIGNMENT FIRST AMENDMENT	05/29/2013 05/29/2013 01/04/2017 04/28/2014	3935465 3935454 4267367 4012251	NOTHING TO SHOW
49	COVENANT OF RIGHTS	08/13/2013	3955789	NOTHING TO SHOW
50	RIGHT OF WAY GRANT	03/20/2017	4286866	EASEMENT AND TEMPORARY WORKSPACE SHOWN
51	ORDER FOR INCLUSION RESOLUTION NO. 2016–07–15 RESOLUTION NO. 2016–07–15	03/28/2016 07/21/2016 07/21/2016	4190734 4221196 4221197	NOTHING TO SHOW
52	COLLIERS HILL FIL. 4A PLAT RATIFICATION OF PLAT	03/30/2017 03/30/2017	4290097 4290102	NOTHING TO SHOW; PLAT DID NOT DEDICATE ANY EASEMENTS ACROSS PROPERTY
53	COLLIERS HILL FIL. 4A DEVELOPMENT AGREEMENT	03/30/2017	4290098	NOTHING TO SHOW
54	COLLIERS HILL FILING NO. 4C PLAT	06/19/2017	4311236	EASEMENTS SHOWN
55	COLLIERS HILL FIL. 4C DEVELOPMENT AGREEMENT	06/19/2017	4311237	NOTHING TO SHOW
56	WATER RIGHTS, ETC.	–	–	NOTHING TO SHOW
57	EXISTING LEASES AND TENANCIES	–	–	NOTHING TO SHOW



VICINITY MAP

GENERAL NOTES:

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

2) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17: S00°02'28"E BETWEEN THE NORTHWEST CORNER AND WEST QUARTER CORNER (BOTH 3.5" BRASS CAPS, BLM, 1952).

3. FOUND PROPERTY CORNER SHOWN HEREON. NO OTHER PROPERTY CORNERS ARE MONUMENTED DUE TO GRADING/CONSTRUCTION ACTIVITIES

4. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

5. THERE IS NO POSTED ADDRESS. WELD COUNTY ONLINE PROPERTY INFORMATION MAP HAS NO ADDRESS INFORMATION.

6. ABOVE GROUND UTILITIES ARE SHOWN. ADDITIONAL UTILITIES MAY EXIST THAT WERE NOT OBSERVED DUE TO GRASSES AND CONSTRUCTION ACTIVITY.

7. THE SURFACE USE AGREEMENT RECORDED AT RECEPTION NO. 3805168 (EXCEPTION NO. 45) MAY NO LONGER BE IN EFFECT WITH THE ABANDONMENT OF THE EAST ERIE 1–17 WELL. THE OPERATIONS AREA ASSOCIATED WITH SAID SHOWN IN EXHIBIT 2B OF SUA IS NOT SHOWN. THE PROPOSED OPERATION AREAS SHOWN IN EXHIBIT 2A ARE SHOWN.

8. TOTAL GROSS AREA OF PARCEL: 82.01 ACRES.

9. ALL DISTANCES ARE U.S. SURVEY FEET.

PARCEL DESCRIPTION:

TRACT E OF "COLLIERS HILL FILING NO. 4C", TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

REVISION NOTES:

1. REVISED 03/18/19; NO SUBSTANTIAL ON–SITE CHANGES OBSERVED.

SURVEY CERTIFICATION:

CERTIFIED TO:

DAYBREAK RECOVERY ACQUISITIONS LLC
RAINTREE INVESTMENT CORPORATION
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 4 & 8 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED 07/15/18 AND CHECKED 03/11/19.

DATE OF PLAT OR MAP: 03/18/19

COLORADO LICENSED
BO BAIZE
03/18/19
37990
PROFESSIONAL LAND SURVEYOR

_____
FOR AND ON BEHALF OF HURST AND ASSOCIATES:
BO BAIZE, COLORADO PLS NO. 37990
EMAIL ADDRESS: bo@hurst.design

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REVISIONS

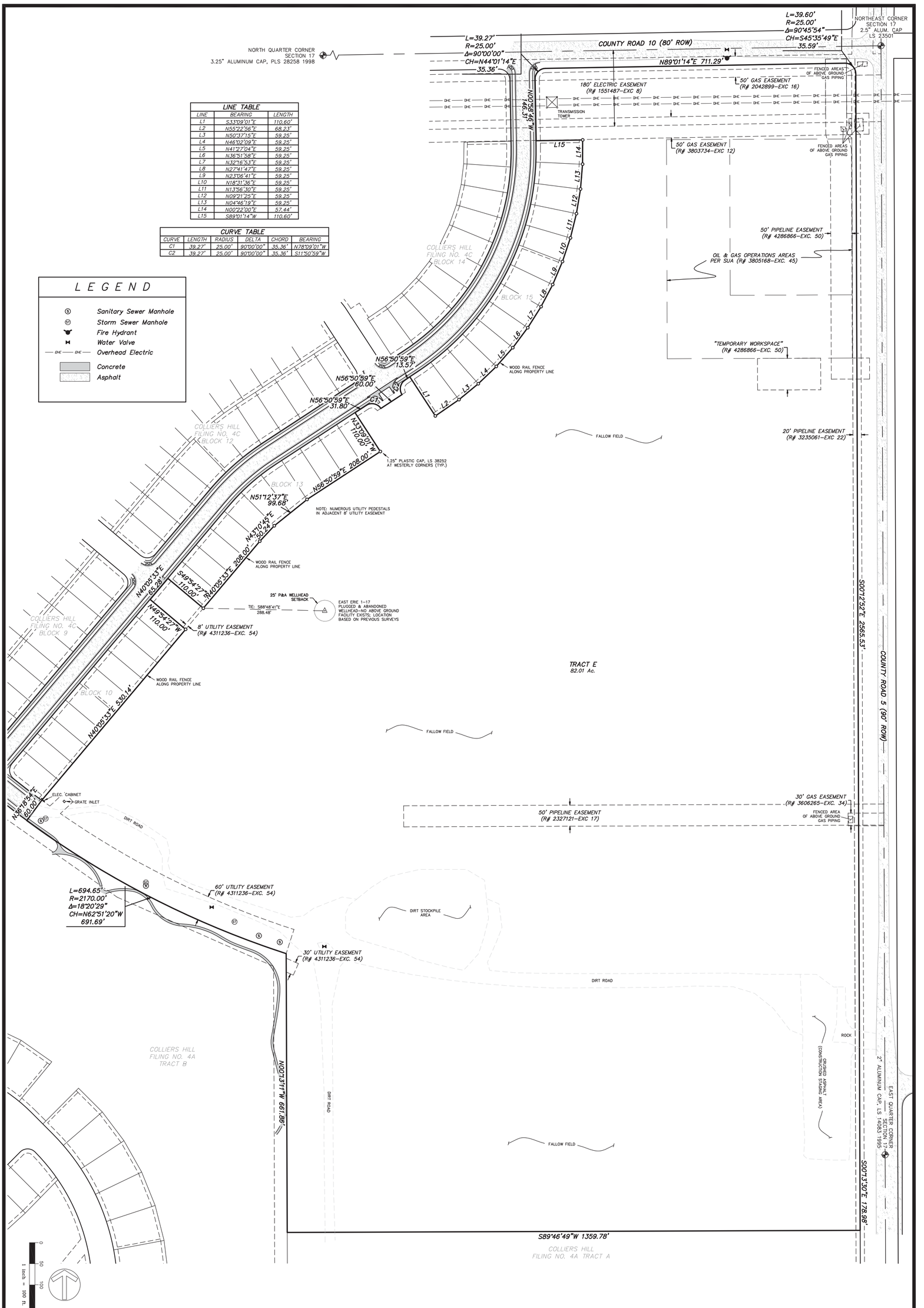
NO.	DESCRIPTION	DATE	BY
–	Original	08/07/18	Bb
1	Updated for resubmittal	03/18/19	Bb

HURST & ASSOCIATES, INC.
1265 S Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

ALTA/NSPS LAND TITLE SURVEY
TRACT E, COLLIERS HILL FILING NO. 4C (FUTURE FILING NO. 4G)
ERIE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY: JJ
JOB NUMBER: 2527-02
DATE: 03/18/19
SCALE: N/A
SHEET NO: 1 OF 2
FILE LOCATION: G:\2527\DLB\CIVIL\TRACT E COLLIERS HILL FIL 4C ALTA.dwg 03/18/2019



LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°59'01"E	110.60'
L2	N55°22'56"E	68.23'
L3	N50°37'15"E	59.25'
L4	N46°02'09"E	59.25'
L5	N41°27'04"E	59.25'
L6	N36°51'58"E	59.25'
L7	N32°16'53"E	59.25'
L8	N27°41'47"E	59.25'
L9	N23°06'41"E	59.25'
L10	N18°31'36"E	59.25'
L11	N13°56'30"E	59.25'
L12	N09°21'25"E	59.25'
L13	N04°46'19"E	59.25'
L14	N00°22'00"E	57.44'
L15	S89°01'14"W	110.60'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.27'	25.00'	90°00'00"	35.36'	N78°09'01"W
C2	39.27'	25.00'	90°00'00"	35.36'	S11°50'59"W

LEGEND

- Sanitary Sewer Manhole
- Storm Sewer Manhole
- Fire Hydrant
- Water Valve
- OHE — OHE — Overhead Electric
- Concrete
- Asphalt

SHEET NO:	2 OF 2
SCALE:	1"=100'
DATE:	03/18/19
JOB NUMBER:	2527-02
DRAWN BY:	BO
DESIGNED BY:	
APPROVED BY:	JJ
FILE LOCATION:	G:\2527\3\SURVEY\FILING 4\TRACT E COLLIERS HILL FIL 4C ALTA (rev 03-2019)

ALTA/NSPS LAND TITLE SURVEY
TRACT E, COLLIERS HILL FILING NO. 4C (FUTURE FILING NO. 4G)
ERIE, COLORADO

HURST
CIVIL ENGINEERING
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HURST & ASSOCIATES, INC.
1265 S Public Road, Suite B
Lafayette, CO 80026
303.449.9105

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38689 03/18/19

SURVEYORS STAMP

SCALE VERIFICATION
THIS LINE IS 1 INCH
ON ORIGINAL DRAWING
IF NOT, SCALE PLOT SHEET
ADJUST SCALES ACCORDINGLY

First American	ALTA Commitment for Title Insurance
Commitment	ISSUED BY **First American Title Insurance Company** File No: NCS-1063255-CO

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements; and
(f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 1125 17th Street, Suite 500, Denver, CO 80202

Commitment No.: NCS-1063255-CO

Phone Number: (303)876-1112

Property Address: Bridgewater Amendment No 2, Erie, CO

Issuing Office File No.: NCS-1063255-CO

Revision No.:

SCHEDULE A

1. Commitment Date: April 21, 2021 at 5:00 PM
2. Policy or Policies to be issued: None, See Schedule B, Part I
   (a) ☐ ALTA® Owner's Policy (6-17-06)
   Proposed Insured:
   Proposed Policy Amount: $
   (b) ☐ ALTA® Loan Policy (6-17-06)
   Proposed Insured:
   Proposed Policy Amount: $
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

   Daybreak Recovery Acquisition LLC, a Delaware limited liability company
5. The Land is described as follows:

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Exhibit A

Commitment No.: NCS-1063255-CO

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

A parcel of land located in the Southeast quarter of Section 8, Township 1 North, Range 68 West of the 6th P.M., Town of Erie, County of Weld, State of Colorado, described as follows:

Beginning at the Southeast corner of said Section 8 (a 2.5" aluminum cap marked LS 23501, 1993) from whence the South quarter corner of Section 8 (a 3.25" aluminum cap marked 38252, 2018) lies S 9+°02'00" W, 2,648.14 feet (basis of bearings);

Thence S 89°01'00" W, 2648.14 feet along the Southerly line of the Southeast quarter;

Thence N 00°01'05" E, 1,609.82 feet along the Westerly line of the Southeast quarter to the Southerly line of a parcel described as "UP CO V7/4 Pcl2" in Deed recorded June 26, 2009 at Reception No. 3632827 (previously Union Pacific Railroad Right of Way);

Thence along the Southerly line of said parcel the following three courses;

1) N 42°44'02" E, 466.98 feet;
2) 1,737.57 feet along the arc of a non-tangent curve to the right, said curve having a radius of 1,859.88 feet, a central angle of 53°31'41", and a chord bearing N 69°30'25" E, 1,675.06 feet;
3) S 83°44'07" W, 2,406.70 feet along said Westerly line to the Point of Beginning.

Legal Description Provided by:
Hurst & Associates Inc.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303-449-9105

For informational purposes only: APNs: 146708401028, 146708401026, 146708401025 and 146708401024

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Commitment No.: NCS-1063255-CO

SCHEDULE B, PART I

Requirements

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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Commitment No.: NCS-1063255-CO

SCHEDULE B, PART II

Exceptions

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

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.

4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

5. Any and all unpaid taxes, assessments and unredeemed tax sales.

6. Any water rights, claims of title to water, in, on or under the Land.

7. Any existing leases or tenancies.

8. Right of way for County Roads 30 feet on either side of Section and Township lines, as established by the Board of County Commissioners recorded October 14, 1889 in Book 86 at Page 273.

9. An easement fortelecommunications system and incidental purposes granted to Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded October 12, 1971 at Reception No. 1576620 in Book 655.

10. All oil, gas, minerals and other mineral rights as conveyed by instrument recorded November 30, 1972 at Reception No. 1602712 in Book 681.

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11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Deed granting right of way easement granted to Vessels Oil and Gas Company, but reserving unto grantor the right to construct at any and all times and maintain roads, highways, railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines recorded February 13, 1986 at Reception No. 2042899 in Book 1103.

12. Reservation ofoil and gas to Union Pacific Land Resources Corporation and covenants regarding disclosure of mining operations as set forth in Special Warranty Deed recorded November 17, 2000 at Reception No. 2807516.

13. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement for Compatible Development recorded November 17, 2000 at Reception No. 2807515.

14. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement recorded September 26, 2003 at Reception No. 3110572.

15. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement evidenced by that certain Memorandum of Surface Use Agreement recorded August 25, 2005 at Reception No. 3316658 and Corrected Memorandum of Surface Damage and Release Agreement recorded November 1, 2010 at Reception No. 3729056.

16. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement as evidenced by that certain Memorandum of Surface Use Agreement recorded March 13, 2007 at Reception No. 3461612 and Corrected Memorandum of Surface Damage and Release Agreement recorded November 1, 2010 at Reception No. 3729057.

17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Grant recorded September 20, 2007 at Reception No. 3505741. Amendment of Right-Of-Way Grant recorded May 13, 2014 at Reception No. 4015765.

18. The effect of Ordinance No. 30-2007 regarding Zoning recorded November 19, 2007 at Reception No. 3518315.

19. The effect of Ordinance 29-2007 regarding Annexation recorded November 19, 2007 at Reception No. 3518316.

20. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement recorded November 19, 2007 at Reception No. 3518317, First Amendment recorded December 30, 2010 at Reception No. 3741841, Second Amendment recorded October 12, 2011, at Reception No. 3798317 and Third Amendment recorded January 23, 2013 at Reception No. 3904988, Seventh Amendment recorded September 16, 2020 at Reception No. 4630283.

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Partial Assignment and Assumption of Annexation Agreement Rights and Obligations recorded August 13, 2013 at Reception No. 3955793.

21. Terms, conditions, provisions, obligations and agreements as set forth in the Grant of Permanent Avigation Easement recorded November 19, 2007 at Reception No. 3518318.

22. The effect of Bridgewater Annexation Map to the Town of Erie recorded November 19, 2007 at Reception No. 3518319.

23. The effect of Bridgewater Zoning Map recorded November 19, 2007 at Reception No. 3518320 and Amendment No. 1 recorded August 31, 2011, at Reception No. 3789471.

24. The effect of Bridgewater P.U.D. Overlay Map recorded November 19, 2007 at Reception No. 3518321 and Amendment No. 1 recorded August 31, 2011, at Reception No. 3789472 and Amendment No. 2 recorded May 29, 2013 at Reception No. 3935464 and Amendment No. 3 recorded November 3, 2015 at Reception No. 4155346, Amendment No. 4 recorded July 23, 2019 at Reception No. 4508046 and Amendment No. 5 recorded January 5, 2021 at Reception No. 4667978.

25. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Grant recorded January 21, 2009 at Reception No. 3600584.

26. Reservation ofall minerals as set forth in Quitclaim Deed recorded April 14, 1971 at Reception No. 1565713.

27. Oil and Gas Lease recordedNovember 30, 1972 at Reception No. 1602713. Affidavit of Lease Extension recorded January 11, 1979 at Reception No. 1778417.

28. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Bridgewater Metropolitan District No. 3, as evidenced by instrument recorded June 24, 2008 at Reception No. 3562681.

29. Ordinance No. 08-2011, Series 2011, for Rezoning, recorded August 31, 2011, at Reception No. 3789473.

30. Ordinance No. 09-2011, Series 2011, for PUD Overlay rezoning, recorded August 31, 2011, at Reception No. 3789474.

31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Surface Use Agreement recorded October 18, 2011, at Reception No. 3799568 and the First Amendment thereto recorded April 25, 2019 at Reception No. 4484091.

32. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Bridgewater Master Subdivision, recorded December 13, 2011, at Reception No. 3811552.

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NOTE: Ordinance No. 18-2015, Series of 2015 in connection therewith recorded June 22, 2015 at Reception No. 4117798.

33. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Northern Colorado Water Conservancy District, as evidenced by instrument recorded March 8, 2012 at Reception No. 3830699 and March 13, 2012 at Reception No. 3831541.

34. Covenants, conditions, restrictions and provisions as set forth in Master Declaration of Covenants, Conditions and Restrictions of Daybreak recorded May 29, 2013 at Reception No. 3935465, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

Amendment thereto recorded May 29, 2013 at Reception No. 3935454.

First Amendment to Master Declaration of Covenants, Conditions and Restrictions of DayBreak recorded April 28, 2014 at Reception No. 4012251.

Partial Assignment of Declarant Rights recorded January 4, 2017 at Reception No. 4267367.

35. Terms, conditions, provisions, obligations and agreements as set forth in the Covenant of Surface and Mineral Rights recorded August 13, 2013 at Reception No. 3955789.

36. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right-Of-Way Grant recorded March 20, 2017 at Reception No. 4286866 and amended by Amendment of Right-of-Way Grant recorded March 3, 2020 at Reception No. 4571526.

37. Request for Notification of Surface Development recorded June 19, 2019 at Reception No. 4498649 and Amended Request for Notification of Surface Development recorded July 17, 2019 at Reception No. 4506252.

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DISCLOSURE STATEMENT

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

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

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

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

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

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

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

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

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

A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**

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C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
D. **The Company must receive payment of the appropriate premium**.
E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

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

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

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

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

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ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

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

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A

1. Effective Date: January 15, 2020 at 5:00 p.m.

   a. ALTA Owner's Policy (06-17-06) $None

   Proposed Insured:
   None

   b. ALTA Loan Policy (06-17-06) $None

   Proposed Insured:
   None

2. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

3. Title to the estate or interest in the Land is at the Effective Date vested in:

   Daybreak Recovery Acquisitions LLC, a Delaware limited liability company

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

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

For informational purposes only: Proposed Colliers Filing 4G,
Erie, Colorado

EXHIBIT A

Commitment No.: NCS-911911-CO

The land referred to in Schedule A is situated in the County of Weld, State of Colorado and is described as follows:

Tract E, Colliers Hill Filing No. 4C, Town of Erie, County of Weld, State of Colorado.

For informational purposes only: APN: 146708401028

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Payment of all taxes and assessments now due and payable.

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION TWO

EXCEPTIONS

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Any and all unpaid taxes, assessments and unredeemed tax sales.

6. Right of way for County Roads 30 feet on either side of Section and Township lines, as established by the Board of County Commissioners recorded October 14, 1889 in Book 86 at Page 273.

7. The interest of the Erie Coal Creek Ditch and Reservoir Company as conveyed by instrument recorded February 13, 1909 in Book 289 at Page 530.

8. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of way easement granted to Public Service Company of Colorado by instrument recorded July 17, 1970 at Reception No. 1551487 in Book 629.

9. An easement for telecommunications system and incidental purposes granted to Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded October 12, 1971 at Reception No. 1576620 in Book 655.

10. All oil, gas, minerals and other mineral rights as conveyed by instrument recorded November 30, 1972 at Reception No. 1602712 in Book 681.

11. All oil, gas, minerals and other mineral rights as conveyed in instrument recorded April 28, 1980 at Reception No. 1823501 in Book 902.

12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed granting right of way easement to Panhandle Eastern Pine Line Company, but reserving unto grantor the right to construct at any and all times and maintain roads, highways, railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines recorded November 21, 1980 at Reception No. 1842244 in Book 920.

    Amendment of Deed recorded November 04, 2011, at Reception No. 3803734.

13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed granting right of way easement to Panhandle Eastern Pine Line Company, but reserving unto grantor the right to construct at any and all times and maintain roads, highways, railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines recorded January 27, 1981 at Reception No. 1848120 in Book 926.

14. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed granting right of way easement to Union Rural Electric Association, but reserving unto grantor the right to construct at any and all times and maintain roads, highways, railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines recorded February 16, 1983 at Reception No. 1917642 in Book 989.

15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed granting right of way easement to Panhandle Eastern Pine Line Company, but reserving unto grantor the right to construct at any and all times and maintain roads, highways, railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines recorded August 8, 1983 at Reception No. 1936290 in Book 1004. Amendment to Deed recorded April 26, 2013 at Reception No. 3927485.

16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Deed granting right of way easement to Vessels Oil and Gas Company, but reserving unto grantor the right to construct at any and all times and maintain roads, highways, railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines recorded February 13, 1986 at Reception No. 2042899 in Book 1103.

17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Deed granting right of way easement to KN Front Range Gathering Company, but reserving unto grantor the right to construct at any and all times and maintain roads, highways, railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines recorded April 1, 1993 at Reception No. 2327121 in Book 1376.

18. Oil and Gas Lease recorded May 22, 1998 at Reception No. 2614558.

    NOTE: Affidavit of Production in connection therewith recorded December 18, 2000 at Reception No. 2813963.

19. Reservation of all oil, gas, minerals and other mineral rights as set forth in Special Warranty Deed recorded November 17, 2000 at Reception No. 2807516.

20. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement for Compatible Development recorded November 17, 2000 at Reception No. 2807515.

21. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement recorded September 26, 2003 at Reception No. 3110572.

22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Grant recorded November 12, 2004 at Reception No. 3235061.

23. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement evidenced by that certain Memorandum of Surface Use Agreement recorded August 25, 2005 at Reception No. 3316658 and Corrected Memorandum of Surface Damage and Release Agreement recorded November 1, 2010 at Reception No. 3729056.

24. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement as evidenced by that certain Memorandum of Surface Use Agreement recorded March 13, 2007 at Reception No. 3461612 and Corrected Memorandum of Surface Damage and Release Agreement recorded November 1, 2010 at Reception No. 3729057.

25. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Grant recorded September 20, 2007 at Reception No. 3505741. Amendment of Right of Way Grant recorded May 13, 2014 at Reception No. 4015765.

26. The effect of Ordinance No. 30-2007 regarding Zoning recorded November 19, 2007 at Reception No. 3518315.

27. The effect of Ordinance 29-2007 regarding Annexation recorded November 19, 2007 at Reception No. 3518316.

28. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement recorded November 19, 2007 at Reception No. 3518317, First Amendment recorded December 30, 2010 at Reception No. 3741841, Second Amendment recorded October 12, 2011, at Reception No. 3798317 and Third Amendment recorded January 23, 2013 at Reception No. 3904988.

    Partial Assignment and Assumption of Annexation Agreement Rights and Obligations in connection therewith recorded June 13, 2013 at Reception No. 3955793.

29. Terms, conditions, provisions, obligations and agreements as set forth in the Grant of Permanent Avigation Easement recorded November 19, 2007 at Reception No. 3518318.

30. The effect of Bridgewater Annexation Map to the Town of Erie recorded November 19, 2007 at Reception No. 3518319.

31. The effect of Bridgewater Zoning Map recorded November 19, 2007 at Reception No. 3518320 and Amendment No. 1 recorded August 31, 2011, at Reception No. 3789471.

32. The effect of Bridgewater P.U.D. Overlay Map recorded November 19, 2007 at Reception No. 3518321 and Amendment No. 1 recorded August 31, 2011, at Reception No. 3789472 and Amendment No. 2 recorded May 29, 2013 at Reception No. 3935464 and Amendment No. 3 recorded November 3, 2015 at Reception No. 4155346 and Amendment No. 4 recorded July 23, 2019 at Reception No. 4508046.

33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Grant recorded January 21, 2009 at Reception No. 3600584.

34. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Grant recorded February 19, 2009 at Reception No. 3606265.

35. Reservation of all minerals as set forth in Quitclaim Deed recorded April 14, 1971 at Reception No. 1565713.

36. Oil and Gas Lease recorded November 30, 1972 at Reception No. 1602713. Affidavit of Lease Extension recorded January 11, 1979 at Reception No. 1778417.

37. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. 2820924.

38. Request for Notification of Surface Development recorded May 28, 2002 at Reception No. 2954711.

39. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Bridgewater Metropolitan District No. 1, as evidenced by instrument recorded June 24, 2008 at Reception No. 3562679.

40. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Bridgewater Metropolitan District No. 2, as evidenced by instrument recorded June 24, 2008 at Reception No. 3562680.

41. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Bridgewater Metropolitan District No. 3, as evidenced by instrument recorded June 24, 2008 at Reception No. 3562681.

42. Ordinance No. 08-2011, Series 2011, for Rezoning, recorded August 31, 2011, at Reception No. 3789473.

43. Ordinance No. 09-2011, Series 2011, for PUD Overlay rezoning, recorded August 31, 2011, at Reception No. 3789474.

44. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Surface Use Agreement recorded October 18, 2011, at Reception No. 3799568 and the First Amendment thereto recorded April 25, 2019 at Reception No. 4484091.

45. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Surface Use Agreement recorded November 14, 2011, at Reception No. 3805168.

46. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Bridgewater Master Subdivision, recorded December 13, 2011, at Reception No. 3811552.

    Ordinance No. 18-2015 Series of 2015 in connection therewith recorded June 22, 2015 at Reception No. 4117798.

47. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Northern Colorado Water Conservancy District, as evidenced by instrument recorded March 8, 2012 at Reception No. 3830699 and March 13, 2012 at Reception No. 3831541.

48. Covenants, conditions, restrictions and provisions as set forth in Master Declaration of Covenants, Conditions and Restrictions of Daybreak recorded May 29, 2013 at Reception No. 3935465, and First Amendment recorded April 28, 2014 at Reception No. 4012251, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

    Covenant to Annex Property in connection therewith recorded May 29, 2013 at Reception No. 3935454.

    Partial Assignment of Declarant Rights in connection therewith recorded January 4, 2017 at Reception No. 4267367.

49. Terms, conditions, provisions, obligations and agreements as set forth in the Covenant of Surface and Mineral Rights recorded August 13, 2013 at Reception No. 3955789.

50. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Grant recorded March 20, 2017 at Reception No. 4286866.

51. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Colliers Hill Metropolitan District Nos. 2 and 3, as evidenced by instrument recorded March 28, 2016 at Reception No. 4190734.

    Resolution No. 2016-07-15 of the Board of Directors of Collier Hill Metropolitan District No. 2 Concerning the Imposition of a District Facilities Fee recorded July 21, 2016 at Reception No. 4221196.

    Resolution No. 2016-07-15 of the Board of Directors of Collier Hill Metropolitan District No. 3 Concerning the Imposition of a District Facilities Fee recorded July 21, 2016 at Reception No. 4221197.

52. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Colliers Hill Filing No. 4A, recorded March 30, 2017 at Reception No. 4290097.

    NOTE: Ratification of Plat in connection therewith recorded March 30, 2017 at Reception No. 4290102.

53. Terms, conditions, provisions, obligations and agreements as set forth in the Colliers Hill Filing No. 4A Development Agreement recorded March 30, 2017 at Reception No. 4290098.

54. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Colliers Hill Filing No. 4C, recorded June 19, 2017 at Reception No. 4311236.

55. Terms, conditions, provisions, obligations and agreements as set forth in the Colliers Hill Filing No. 4C Development Agreement recorded June 19, 2017 at Reception No. 4311237.

56. Water rights, claims or title to water, whether or not shown by the public records.

57. Existing leases and tenancies.

EXHIBIT B
Statement of Charges

Commitment	$500.00
Tax Certification	$n/a

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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



Privacy Information
We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site
First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships
First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies
Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values
Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

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

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

and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

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

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

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

1101 Bannock Street
Denver, Colorado 80204
303.892.1166

NORRIS DESIGN

September 17, 2015

Town of Erie
Community Development Department – Planning Division
645 Holbrook Street
PO Box 750
Erie, Colorado 80516

Re: Colliers Hill Planning and Entitlements

This letter is being submitted on behalf of Daybreak Recovery Acquisition LLC, the "Property Owner," at your request, and hereby authorizes RainTree Investment Corporation and its representative, Jerry B. Richmond III, to submit planning and entitlement documents on our behalf.

Please note that, upon completion of the appropriate reviews and prior to submittal of a final plat, the Property Owner will sign the formal documents before any recordation of these documents will occur.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Mr. Jon Shumaker
Authorized Signatory for Daybreak Recovery Acquisition LLC
Cc: Michael McDonnell
Jerry B. Richmond III

CRESTONE PEAK
RESOURCES

Town of Erie Board of Trustees
645 Holbrook Street
PO BOX 750
Erie, CO 80516

February 26, 2021

Dear Erie Board of Trustees

Crestone Peak Resources ("Crestone") and Daybreak Recovery Acquisition LLC ("Developer") are in the process of negotiating an agreement ('the Agreement") to plug and abandon and conduct reclamation on the locations of the five producing Oil & Gas Wells ("the Wells") and facilities ("Facilities") located on the Colliers Hill Filing #6 development site in the SE/4, Section 8, Township 1 North, Range 68 West, 6th P.M ("Site").

The Wells are specifically identified below:

- Woolley 33-8
- Woolley 43-8
- Woolley 43-8
- Woolley 44-8
- Woolley K Unit 1

Crestone and Developer are in the process of drafting an agreement that includes, among other things, the following essential items:

1. The Wells will be plugged and abandoned within 12 months of notice and delivery of any agreed upon considerations to Crestone from Developer, and the well Site will be reclaimed per Colorado Oil and Gas Conservation Commission rules and regulations.

2. Crestone will provide a release of all environmental liability for the reclaimed portions of the Site.

10188 EAST I-25 FRONTAGE ROAD I FIRESTONE, CO 80504 I 303.774.3982 I bob.bresnahan@crestonepr.com

CRESTONE PEAK
RESOURCES

3. Crestone will remove all Wells, equipment, and Facilities which Crestone owns from the Site.

4. Prior to the beginning of plugging and abandonment operations the Developer will provide considerations as agreed to in the Agreement.

5. The Agreement will be effective as of execution of the Agreement.

As support for item number four above, estimates for costs to plug and abandon and reclaim the Wells and all five locations on the Site have been provided to Developer for their review.

This letter is not meant to be a binding contract, merely a written expression of mutual interests that outlines some of the terms and conditions that will be drafted into the final Agreement.

In the interim, please do not hesitate to contact us with any questions or concerns.

Sincerely,

Bob Bresnahan
Surface Land Advisor, RPL
Crestone Peak Resources

CRESTONE PEAK
RESOURCES

Town of Erie Board of Trustees
645 Holbrook Street
PO BOX 750
Erie, CO 80516

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Sincerely,

Bob Bresnahan
Surface Land Advisor, RPL
Crestone Peak Resources

Jerry B Richmond
Authorized Signatory
Daybreak Recovery Acquisition LLC

AGREEMENT TO PLUG AND ABANDON WELLS AND RECLAIM LANDS

This Agreement to Plug and Abandon Wells And Reclaim Lands ("**Agreement**") is entered into as of 12:00 PM MST on June 17, 2021 ("**Effective Date**"), between Crestone Peak Resources Operating LLC, a Delaware limited liability company, authorized to conduct business in Colorado, whose address is 1801 California St., Ste. 2500, Denver, CO 80202 ("**Crestone**") and, Daybreak Recovery Acquisition LLC whose address is 1166 Avenue of the Americas, 21st Floor, New York, NY 10036 ("**Developer**"). Crestone and Developer are also referred to herein individually as a **"Party"** and collectively as the **"Parties."**

RECITALS

A. WHEREAS, Developer owns the surface estate located in the SE/4, Section 8, Township 1 North, Range 68 West, 6th P.M., Weld County, CO (collectively, "**Lands**");

B. WHEREAS, Crestone owns and operates the following wells (collectively, "**Wells**") on the Lands: (i) the Woolley K Unit 1 Well (API# 05-123-17689); (ii) the Woolley 44-8 Well (API# 05-123-25271); (iii) the Woolley 34-8 Well (API# 05-123-23202); (iv) the Woolley 33-8 Well (API #05-123-21437; and (v) the Woolley 43-8 Well (API# 05-123-22987);

C. WHEREAS, Crestone also owns and operates the Facility pad associated with the Wells with Location ID #249886 ("**Facilities**"), on the Lands, along with the access roads to the same (collectively, **"Location"**);

D. WHEREAS, Crestone is successor in interest to that certain option for relocation of equipment and facilities entered into October 30, 2014 and recorded at Reception Number 4060664 (**"Option"**) on November 12, 2014 in the Clerk and Recorder in Weld County;

E. WHEREAS, Developer currently is planning a housing development on the surface of the Lands ("**Development**");

F. WHEREAS, Developer is currently working with the Town of Erie ("**Town**") to finalize the plans for the Development;

G. WHEREAS, in order to aid in the Development, Developer desires that Crestone release all interest in the Option, plug and abandon the Wells located on the Lands and permanently take the same out of production, and remove the Facilities; and

H. WHEREAS, subject to the terms herein, Crestone desires that Developer reimburse Crestone for the actual costs to plug and abandon the Wells, remove Facilities, and perform all necessary remediation actions.

AGREEMENT

Now, therefore, in consideration of the mutual promises herein, and other good and valuable consideration, the Parties agree as follows:

1. Plugging and Abandonment of the Wells. The plugging and abandonment of the Wells by Crestone shall occur as follows:

1.1 Crestone shall perform the P&A Work and the Crestone Reclamation (both as defined below) within 12 months after receiving: Developer's written request to commence the P&A Work. Developer intends to pursue the following actions prior to Crestone's commencement of the P&A Work, except to the extent the Town requires the P&A Work to be completed prior to the same: (i) approval of the final plats for the Development (**"Final Approval"**) by the Town; and (ii) recording of the Final Approval for the Development in the Weld County, Colorado real property records. Developer shall provide Crestone with an as-recorded copy of the Final Approval within 30 days of the recording of the same.

1.2 The scope of the plugging and abandonment work for the Wells to be performed and completed by Crestone (collectively, "**P&A Work**") shall include, without limitation, all such work, labor and materials as may be necessary to properly plug and abandon the Wells pursuant to the COGCC Rules (as defined below), and in a manner calculated to result in the COGCC's approval of a COGCC Form 6 – Well Abandonment Report for each Well.

1.3 Crestone shall plug and abandon the Wells in accordance with the Rules and Regulations ("**COGCC Rules**") of the Colorado Oil and Gas Conservation Commission ("**COGCC**") in effect on the date on which the P&A Work commences, including without limitation: (i) obtaining a COGCC-approved COGCC Form 6 – Well Abandonment Report for each Well and (ii) timely providing a true and complete copy of the same to Developer. In performing the P&A Work, Crestone shall also comply with all applicable federal, state and local laws, ordinances, orders, rules, regulations, surface use agreements, easements, rights-of-way, use permits and all conditions and restrictions regarding the use of the Lands, the P&A Work and the Wells (collectively, **"Laws"**). Crestone further agrees to handle, store, use or dispose of all Exploration and Production Waste, as defined by COGCC Rules 100 Series, associated with the Location, the P&A Work, and the Wells in compliance with all such applicable Laws. Upon written request by the Developer, Crestone shall provide true and complete copies of any documents and forms filed with any local, state and/or federal governmental agency by Crestone in association with the P&A Work.

1.4 Following completion of the P&A Work, Crestone shall provide Developer and the Town with a COGCC-approved, COGCC Form 6 - Well Abandonment Report for each of the Wells, evidencing the completion of the P&A Work in accordance with applicable Laws and COGCC Rules.

1.5 As part of the P&A Work, and in connection with the Crestone Reclamation (as defined below), Crestone shall remove all equipment, improvements, personal property and/or facilities owned and/or controlled by Crestone located and/or found on the Lands as of the Effective Date and associated with and/or used in connection with the Wells, including but not limited to all tanks, tank batteries, separators, and all other above-ground equipment associated with oil and gas operations, specifically including without limitation all equipment, improvements, personal property and/or facilities required to be removed by the COGCC Rules, applicable Laws, and/or the Town to permit the Development excluding all flowlines (collectively, **"Equipment"**). Crestone shall timely provide Developer with written notification of the completion of its removal

and/or protection of Equipment associated with the Wells. It is expressly understood and agreed by the Parties Crestone will abandon all flowlines between the Wells and Facilities in place per COGCC rules and regulations. Developer shall provide any necessary written variances that are required by the COGCC for abandoning the flowlines in place.

2. Reclamation of Location. The reclamation of the Location shall be jointly conducted by the Parties, pursuant to the COGCC Rules and applicable Laws, as follows:

2.1 Crestone and Developer acknowledge that pursuant to the terms of this Agreement, each Party shall be responsible for the performance of different portions of the reclamation of the Location. Specifically: (i) Crestone shall be responsible for the performance of reclamation as to the Location and Lands, pursuant to the COGCC Rules and all applicable Laws, with respect to the Equipment (EXCLUDING all flowlines, except as provded in Section 1.5 above) and environmental matters (collectively, **"Crestone Reclamation"**) and (ii) Developer shall be responsible for the performance of all other reclamation for the Location, pursuant to the COGCC Rules and all applicable Laws, at Developer's sole cost and expense, subject to the terms of Section 4 herein (**"Developer Reclamation"**). The Crestone Reclamation shall consist of reclamation of the Location, as required by COGCC Rules and applicable Laws, concerning: (i) the completion of the P&A Work; (ii) the removal of Crestone's Equipment (some or all of which may be undertaken in connection with the P&A Work) from the Location; (iii) the conduct of a survey and/or inspection of the Location to determine the presence of any Environmental Law (as defined below) violation and/or concerns, and the remediation of the same; (iv) the testing of Location soils and COGCC Rule certification that the same are equal to or below the concentrations stated in COGCC Rule 910 and COGCC Chart 910-1; and (v) the rendering of the Location fit for performance of Developer Reclamation. For purposes of this Agreement, the term **"Environmental Law"** shall mean any and all federal, state and local statutes, regulations, rules, orders, ordinances or permits of any governmental authority pertaining to health, the environment, wildlife and natural resources in effect in any and all jurisdictions in which the Location is located, including without limitation: (i) the Federal Clean Air Act, as amended; (ii) the Federal Water Pollution Control Act, as amended; (iii) the Federal Oil Pollution Act of 1990, as amended; (iv) the Federal Rivers and Harbors Act of 1899, as amended; (v) the Federal Safe Drinking Water Act, as amended; (vi) the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended; (vii) the Federal Superfund Amendments and Reauthorization Act of 1986, as amended; (viii) the Federal Resource Conservation and Recovery Act, as amended, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Toxic Substances Control Act, as amended; the (ix) Federal Occupational Safety and Health Act, as amended; and (x) the Federal Hazardous Materials Transportation Act, as amended.

2.2 Subsequent to the execution of this Agreement by all Parties, the Parties agree to jointly prepare in good faith a written reclamation and flowline abandonment plan concerning the Developer and Crestone Reclamations, as may be required to more fully comply with the COGCC Rules and/or applicable Laws. Developer's responsibilities as set forth in the reclamation and flowline abandonment plan shall not extend beyond removing flowlines from the ground following Crestone's abandonment of such flowlines in place in accordance with COGCC regulations. In performing the Developer and Crestone Reclamations, the Parties shall provide true and complete copies of all documents and forms filed with any local, state and/or federal governmental agency to one another in a reasonably timely manner.

3. Payment. In consideration of Crestone's obligations under this Agreement, Developer shall pay Crestone the total sum of $690,000.00 (Six Hundred Ninety Thousand and no/100) (the "**Payment**"). Developer shall make the Payment to Crestone in three partial amounts as follows: (1) Fifty percent (50%) of the Payment or $345,000 (Three Hundred Forty-Five Thousand and no/100) upon Crestone notifying Developer in writing of its intent to mobilize equipment to the site to perform the P&A work, (2) Twenty-Five percent (25%) of the Payment or $172,500 (One Hundred Seventy-Two Thousand, Five Hundred and no/100) upon Crestone providing photographic evidence to Developer that two of the Wells have been properly capped as required by this Agreement, and (3) the remaining Twenty-Five percent (25%) of the Payment or $172,500 (One Hundred Seventy-Two Thousand, Five Hundred and no/100) upon Crestone providing Developer with a COGCC Form 6 - Well Abandonment Report for each of the Wells. The Payment does not include and Developer is not be responsible for Actual Direct Costs incurred by Crestone to complete the P&A Work for each Well and to complete the Crestone Reclamation. As used herein, **"Actual Direct Costs"** are defined as labor, materials, transportation, insurance and overhead charges properly allocable to the P&A Work, supervision, surveys, permits, rental of tools, equipment and machinery employed on the Lands. The total cost of the P&A Work and Crestone Reclamation is to be at the burden of Crestone.

4. Release of Surface Reclamation. Except as provided for in this Agreement, upon Crestone's full performance of its obligations and duties pursuant to this Agreement, including without limitation Crestone completing the P&A Work and Crestone Reclamation in full compliance with the COGCC regulations and providing Developer with all relevant documentation including without limitation a COGCC Form 6 - Well Abandonment Report for each of the Wells, Developer shall release Crestone from all final surface reclamation responsibilities required by the COGCC Rules. As permitted in COGCC Rule 1001.c, provided Crestone demonstrates to the Director's or the Commission's satisfaction that compliance with Rules 1002, 1003 and 1004 are not necessary to protect the public health, safety and welfare, including prevention of significant adverse environmental impacts, Developer will knowingly and specifically waive all requirements in COGCC Rule 1004 (except 1004.c.4 and 1004.c.5 and as otherwise set forth in this Section 4). Developer, in coordination with Crestone, shall use commercially reasonable efforts (provided such efforts do not require Developer to incur any liability or significant cost) to support Crestone to achieve "final reclamation" as defined by the COGCC Rules. Notwithstanding anything to the contrary contained herein, the Developer Reclamation shall be limited to surface reclamation activities (*e.g.*, compaction, covering, paving, vegetative cover, or other stabilization to minimize erosion); and, for the avoidance of doubt, such Developer Reclamation shall not include removal of debris or otherwise require Developer to be responsible for removal or treatment of Exploration and Production Waste, as defined by COGCC Rules 100 Series, in compliance with COGCC Rules 900 Series rules, including to the extent the same is contemplated by COGCC Rule 1004.b.

4.1 Developer agrees to execute and deliver to Crestone within 2 months of Crestone's satisfactory completion of the P&A Work and the Crestone Reclamation in accordance with the terms of this Agreement, the variance letter detailing the above-referenced waiver and release from final surface reclamation.

5. Real Property Interests. The Parties shall reasonably cooperate in identifying any easements, surface land leases or other real property (specifically excluding any mineral interests) held by Crestone (directly or indirectly) that are associated with the Wells, Lands and/or Location

that are no longer required following the completion of the P&A Work and Crestone Reclamation. Following identification of any such interests, Crestone (and Developer as needed) shall execute one or more documents memorializing Crestone's release and quitclaim of such rights to Developer at no additional cost to Developer. Such documents shall be recorded in the Weld County, Colorado real property records. If any additional interests associated with the Wells, Lands and/or Location that are no longer required following completion of the P&A Work and Crestone Reclamation are subsequently identified, the Parties shall reasonably cooperate in executing such other additional documents memorializing Crestone's release and quitclaim of such rights, again, at no additional cost to Developer.

5.1 Upon execution of this Agreement and Developer making the first payment as described in Section 3 above, Crestone and Developer shall execute the attached Exhibit A release and quitclaim agreement of the Option.

6. Liability. Crestone shall be solely responsible for the acts and omissions of Crestone's agents, representatives, employees, contractors, subcontractors, and other persons performing the P&A Work and/or Crestone Reclamation under this Agreement, and Developer shall have no liability for, and is hereby released by Crestone for liability for all claims (including regulatory agency claims), causes of action, losses, fines, penalties, damages, costs and expenses resulting, directly or indirectly, from Crestone performing or causing the performance of the P&A Work and/or the Crestone Reclamation. Developer shall be solely responsible for the acts and omissions of Developer's agents, representatives, employees, contractors, subcontractors, and other persons performing the Developer Reclamation under this Agreement, and Crestone shall have no liability for, and is hereby released by Developer for liability for all claims (including regulatory agency claims), causes of action, losses, fines, penalties, damages, costs and expenses resulting, directly or indirectly, from Developer performing or causing the performance of the Developer Reclamation.

7. Indemnification. Crestone shall protect, indemnify, defend and hold harmless Developer and Developer's respective directors, officers, members, employees, representatives and agents from and against any and all claims (including regulatory agency claims), causes of action, losses, fines, penalties, damages, costs and expenses resulting, directly or indirectly, from Crestone performing or causing the performance of the P&A Work and/or the Crestone Reclamation. Developer shall protect, indemnify, defend and hold harmless Crestone and Crestone's respective directors, officers, members, employees, representatives and agents from and against any and all claims (including regulatory agency claims), causes of action, losses, fines, penalties, damages, costs and expenses resulting, directly or indirectly, from Developer performing or causing the performance of the Developer Reclamation.

8. Governing Law. Colorado law, without giving effect to its conflict-of-laws principles, governs all matters arising out of this Agreement, including torts.

9. Counterparts. The parties may execute this Agreement in counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

10. Notice. All notices required or which may be given in accordance with this Agreement are considered properly given if delivered via email and/or writing, personally, or sent by certified United States mail, postage prepaid, addressed as follows:

Crestone Peak Resources Operating, LLC
Attn: Surface Land
1801 California St, Suite 2500
Denver, CO 80202
Email: bob.bresnahan@crestonepr.com

Daybreak Recovery Acquisition LLC
1166 Avenue of the Americas, 21st Floor
New York, NY 10036
Email: jshumaker@crosslakepartners.com

11. Severability. If any part of this Agreement is for any reason found to be invalid or unenforceable, the remaining provision remain in force.

12. Binding. This Agreement, and the duties, obligations and rights of the Parties herein, is a covenant that runs with the land, and is binding upon successors, heirs, and assigns of the parties.

13. Assignment. Neither party shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party, except as otherwise set forth herein, which consent shall not be unreasonably withheld. Either party shall have the right to assign or transfer this Agreement or any interest herein without the consent of the other party if such assignment or transfer is to an entity controlling, controlled by or under common control with the assigning party. Notwithstanding the above, upon written notice to Crestone, Developer may assign or transfer this Agreement to any purchaser of the Lands without the consent of Crestone.

14. Other Rights. This Agreement is for the purpose of clarifying plugging and abandonment and reclamation responsibilities and the release of the Option. This Agreement does not waive any other right Crestone has under any other agreement pertaining to this property.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

DEVELOPER:

Daybreak Recovery Acquisition LLC

By: _____
Name: Jon Shumaker
Title: Authorized Signatory

CRESTONE:

CRESTONE PEAK RESOURCES OPERATING LLC

By: _____
Name: Shea Kauffman
Title: VP, Land

EXHIBIT A

TERMINATION AND RELEASE OF

SURFACE USE AGREEMENTS

This Termination and Release of Surface Use Agreements (this "**Termination**") is made this _____ day of May, 2021 (the "**Termination Date**"), by and between Daybreak Recovery Acquisition LLC whose address is 1250 Avenue of the Americas, 50th Floor, New York, NY 10020 ("**Developer**"), and Crestone Peak Resources Holdings LLC, a Delaware limited liability company ("**Crestone**"), with a principal mailing address of 1801 California Street Suite 2500 Denver, Colorado 80202. Owner and Crestone are herein collectively referred to as the "**Parties**."

RECITALS:

A. WHEREAS, Developer owns the surface estate located in the SE/4, Section 8, Township 1 North, Range 68 West, 6th P.M., Weld County, CO ("**Lands**")

B. WHEREAS, pursuant to the terms of that certain unrecorded Surface Damage and Release Agreement dated effective May 5, 2005 ("**Agreement 1**"), by and between Developer's predecessor in interest Tallgrass Investor's LLC, a Colorado limited liability company ("**Tallgrass**"), and Crestone's predecessor in interest, Encana Oil & Gas (USA) Inc., a Delaware corporation ("**Encana**"), Tallgrass and Encana agreed to the use of the surface of, development of, and oil and gas operations on, the Lands.

C. WHEREAS, pursuant to the terms of that certain recorded Surface Use Agreement dated effective September 27, 2011, recorded in Weld County Clerk and Recorders Office ("**Office**") on October 18, 2011, at Reception No. 3799568 ("**Agreement 2**"), by and between Tallgrass and Encana, Tallgrass and Encana agreed to the use of the surface of, development of, and oil and gas operations on, the Lands.

D. WHEREAS, pursuant to the terms of that certain unrecorded Surface Use Agreement dated effective July 30, 2003 ("**Agreement 3**"), by and between Tallgrass and Crestone's predecessors in interest, Anadarko Land Corporation and Anadarko E & P Company L.P. (collectively "**Anadarko**")and Encana Energy Resources Inc. (ECER), Tallgrass, ECER, and Anadarko agreed to the use of the surface of, development of, and oil and gas operations on, the Lands.

E. WHEREAS, pursuant to the terms of that certain unrecorded Surface Use Agreement dated effective August 26, 2005 ("**Agreement 4**"), by and between Tallgrass and Encana, Tallgrass and Encana agreed to the use of the surface of, development of, and oil and gas operations on, the Lands.

F. WHEREAS, In order to evidence Agreement 1 and to provide public notice thereof, Tallgrass and Encana entered into that certain Memorandum of Surface Damage and Release Agreement dated effective May 5, 2005, and recorded August 25, 2005, at Reception No. 3316658 (together with its unrecorded Amendment), which was

subsequently corrected pursuant to that certain Corrected Memorandum of Surface Damage and Release Agreement recorded November 1, 2010, at Reception No.3729056, in the Office (collectively the "**Memorandum of Agreement 1**").

G. WHEREAS, In order to evidence Agreement 3 and to provide public notice thereof, Tallgrass ECER entered into that certain Memorandum of Surface Use Agreement recorded September 26, 2003, at Reception No. 3110572, in the Office (the "**Memorandum of Agreement 3**").

H. WHEREAS, In order to evidence Agreement 4 and to provide public notice thereof, Tallgrass and Encana entered into that certain Memorandum of Surface Use Agreement recorded March 13, 2007, at Reception No. 3461612, which was subsequently corrected pursuant to that certain Corrected Memorandum of Surface Use Agreement recorded November 1, 2010, at Reception No.3729057, in the Office, along with its unrecorded Amendment (collectively the "**Memorandum of Agreement 4**").

I. WHEREAS, pursuant to the terms of that certain Agreement for Compatible Development dated effective November 14, 2000, and recorded November 17, 2000, at Reception No. 2807515 in the Office ("**Compatible Agreement**"), by and between Developer's predecessor in interest Weld County Land Company, LLC ("**Weld**"), and Crestone's predecessor in interest, Union Pacific Resources Company and Union Pacific Land and Resources Corporation (collectively "**UP**"), Weld and UP agreed to cooperate with respect to the development of oil and gas operations on, the Lands.

J. Crestone is successor in interest to that certain option for relocation of equipment and facilities between Developer and Encana dated effective of October 30, 2014, and recorded on November 12, 2014, at Reception Number 4060664 (**"Option"**) in the Office.

K. Crestone assumed all of Encana's and ECER's rights and obligations under Agreement 1, Agreement 2, Agreement 3, Agreement 4 and the Option prior to the Termination Date.

L. Crestone assumed all of Anadarko's rights and obligations under the Agreement 3 prior to the Termination Date

M. Crestone assumed all of UP's rights and obligations under the Compatible Agreement related to the Lands prior to the Termination Date

N. The Parties desire to terminate Agreement 1, Agreement 2, Agreement 3, Agreement 4, the Memorandum of Agreement 1, the Memorandum of Agreement 3, the Memorandum of Agreement 4, the Compatible Agreement with respect to the Lands only and the Option (collectively, **"The Agreements"**) and to release all rights and obligations of each of them under The Agreements pursuant to the terms, covenants, and conditions set forth in this Termination.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Termination**. The Agreements are each hereby terminated and shall have no further force or effect, except as to such covenants, indemnifications and other agreements of the Parties as may expressly survive termination of The Agreements.

2. **Release**. Developer, on behalf of itself and its current and former officers, managers, members, principals, directors, agents, employees, representatives, predecessors, and successors and assigns hereby releases Crestone, its affiliates, shareholders, officers, directors, principals, agents, partners, members, employees, representatives, predecessors, and successors and assigns from any and all claims, demands, obligations, actions, liabilities, defenses, or damages of every kind and nature whatsoever, in law or in equity, whether known or unknown, arising prior to and through and including the Termination Date, including, without limitation, any and all claims arising under federal, state, or local law.

3. **Release**. Crestone, on behalf of itself and its current and former officers, managers, members, principals, directors, agents, employees, representatives, predecessors, and successors and assigns hereby releases Developer, its affiliates, shareholders, officers, directors, principals, agents, partners, members, employees, representatives, predecessors, and successors and assigns from any and all claims, demands, obligations, actions, liabilities, defenses, or damages of every kind and nature whatsoever, in law or in equity, whether known or unknown, arising prior to and through and including the Termination Date, including, without limitation, any and all claims arising under federal, state, or local law.

4. **Binding Agreement**. This Termination shall be binding upon and shall inure to the benefit of the Parties and their respective successors, transferees and assigns.

5. **Miscellaneous**. This Termination may be executed in counterparts, each of which will be deemed an original document, but all of which together will constitute a single document.

[Signatures appear on following page]

IN WITNESS WHEREOF, Developer and Crestone have each caused this Termination And Release Of Surface Use Agreements to be duly executed by its authorized representative the day and year first above written.

OWNER:

Daybreak Recovery Acquisition LLC

By:_____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an authorized signatory of Daybreak Recovery Acquisition LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument, executed this ____ day of _____, 2021.

_____

Printed Name: _____

My Commission Expires:

CRESTONE:

Crestone Peak Resources Holdings LLC,
a Delaware limited liability company

By:_____

Name: Shea Kauffman

Title: VP, Land

STATE OF _____)

) ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an authorized signatory of CRESTONE PEAK RESOURCES HOLDINGS LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument, executed this ____ day of _____, 2021.

_____

Printed Name: _____

My Commission Expires:

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AGREEMENT FOR COMPATIBLE DEVELOPMENT

THIS AGREEMENT FOR COMPATIBLE DEVELOPMENT is made and entered into this 14th day of November, 2000, among UNION PACIFIC RESOURCES COMPANY, a Delaware corporation ("UPRC"), and UNION PACIFIC LAND RESOURCES CORPORATION, a Nebraska corporation ("UPLRC"), both with an address for business of P.O. Box 1330, Houston, Texas 77251-1330 and referred to hereinafter alone or together, as appropriate, as the "UP Entities" and WELD COUNTY LAND COMPANY, LLC, a Colorado limited liability company, with an address for business of 2500 Arapahoe, Suite 220, Boulder, Colorado 80302 ("Developer").

RECITALS

A. Community Development Group of Erie, LLC ("CDG") and UPLRC have entered into an Offer to Purchase and Agreement of Sale ("Sales Agreement") that covers the sale by UPLRC to CDG of portions of the surface estate and certain mineral interests in Weld County, Colorado, for the property that is described in Exhibit "A" hereto (the "Property").

B. CDG has assigned all of its interests in the Sales Agreement to Developer.

C. Developer intends to purchase the Property in order to develop the surface in the future.

D. The UP Entities, or either of them, own and will reserve to themselves the oil and gas estate for the Property in any deed or deeds issued pursuant to the Sales Agreement.

E. The UP Entities, as owners of the oil and gas estate, or other companies or entities pursuant to oil and gas leases or other agreements or assignments, have the right to explore for and develop the oil and gas under the Property.

F. Oil and gas well sites and production sites and access roads and pipelines currently are located on the Property.

G. Current Colorado Oil and Gas Conservation Commission ("COGCC") rules and regulations would allow the owners and/or lessees of the oil and gas for the Property to locate drillsites, one each in approximately the center of each quarter section and one in the center of each quarter quarter section.

H. The parties enter into this Agreement for Compatible Development ("Agreement") to provide for the coexistence and joint development of the surface estate and the oil and gas estate and to delineate the process with which the parties shall comply with respect to the development of the two estates.

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NOW, THEREFORE, in consideration of the covenants and the mutual promises set forth in the Sales Agreement and in this Agreement, including the representations set forth in the recitals, the parties agree as follows:

1. THIS AGREEMENT SUPERCEDES EARLIER AGREEMENT.

This Agreement supercedes and replaces in its entirety the Agreement for Compatible Development dated September 18, 1998 among UPLRC, UPRC, and CDG.

2. DEFINITIONS.

(a) Application for Development includes a proposed subdivision plat, a planned unit development, a special use permit application, an application for a preliminary or final plat or plan, or any other designation for a surface development application used by a local jurisdiction, and any annexation request and any application for zoning or rezoning.

(b) Oil and Gas Interest Owners include the UP Entities and the lessees identified in oil and gas leases which have been recorded in the land records of Weld County, Colorado, or the assignees of recorded oil and gas leases where a notice of the assignment has been recorded in the land records of Weld County, Colorado and any other person or entity which a UP Entity identifies in writing to Developer as having an interest in the Property.

(c) Oil and Gas Well Operator means any individual or entity which operates an oil and gas well or other oil and gas facility on a Production Site or Well Site and whose identity, address, and phone number is displayed on a sign situated at the Well Site or Production Site.

(d) Applicable Oil and Gas Interest Owners refers to those Oil and Gas Interest Owners who have an interest in the parcel of property that is the subject of an Application for Development.

(e) Oil and Gas includes all oil, gas and associated liquid hydrocarbons, coal gas, coalbed methane, nitrogen, carbon dioxide, helium and all other natural gases.

(f) Production Site means that area surrounding proposed or existing production pits or other accessory equipment required in oil and gas production, at which may also be located tanks and tank batteries, exclusive of transmission and gathering pipelines.

(g) Proposed Production Site or Well Site means a site that is set aside as a future location pursuant to Section 4.

(h) Surface Use Agreement means a surface use agreement referred to herein to be entered into between Developer and the applicable Oil and Gas Interest Owners.

(i) Well Site means that area surrounding a proposed or existing well or wells and accessory structures and equipment necessary for drilling, completion, recompletion, workover, development and production activities.

3. EXISTING WELL SITE AND PRODUCTION SITE LOCATIONS. The following terms shall apply to all Well Sites and Production Sites that are in existence at the time Developer files an Application for Development:

(a) Lot lines for surface development shall be platted no closer than 200 feet from wellheads and from oil and gas facilities, including tank batteries, meter stations and separators, or any greater distance as is required by local regulations.

(b) Oil and Gas Interest Owners may continue to use their historic access to existing Well Sites and Production Sites and other oil and gas facilities and their historic easements for pipelines; provided, however, Developer and the operator of a Well Site or Production Site or pipeline may mutually agree upon alternate access routes and pipeline easements, all costs and expenses of relocations to be borne by Developer.

(c) Developer shall give advance notice to and meet at the site with representatives of the Oil and Gas Well Operator or the affected Oil and Gas Interest Owners to locate existing pipelines and to coordinate proposed surface construction activities with current and prospective oil and gas operations.

4. PROPOSED WELL SITE AND PRODUCTION SITE LOCATIONS. The following terms shall apply to proposed Production Sites and Well Sites:

(a) Prior to the approval of an Application for Development, other than for annexation and rezoning requests, Developer shall use its best efforts to meet with the applicable Oil and Gas Interest Owners to agree upon the number and location of future Well Site and Production Site locations to be installed on the Property. In the event an agreement is reached, the parties shall enter into a Surface Use Agreement specific to the parcel to be developed. In the event Developer and the applicable Oil and Gas Interest Owners cannot reach an agreement upon the number and location of future Well Sites and Production Sites or on the terms of a Surface Use Agreement, Developer shall, in connection with its Application for Development, include proposed Production Sites and Well Sites in the center of each quarter section and in the center of each quarter quarter section that conform to the locations identified in COGCC Rule 318A.a (1) and (2), a copy of which is attached to this Agreement as Exhibit B; provided, however, the size of the Well Sites and Production Sites shall conform to the description in Subsection 4.(b)(i).

(b) In locating Well Sites and Production Sites, access and pipeline easements, the parties shall include in the Surface Use Agreement, or if no Surface Use Agreement is entered

into, Developer shall, in providing for such proposed Production Sites and Well Sites, provide at a minimum, as follows:

(i) Each location shall include at least enough acreage to equal either approximately a square of four acres or a circle with a diameter of 467 feet, which acreage shall be reserved exclusively for oil and gas operations, so that surface property lines may abut, but may not be included within such acreage.

(ii) More than one well with attendant facilities may be located at both existing and proposed Well Sites and Production Sites subject to COGCC rules and regulations.

(iii) Routes to access each Well Site And Production Site and the location of pipeline easements shall be identified.

(iv) Subject to clause 4(b)(i), sufficient setbacks between buildings, building units and lot lines and Well Sites and Production Sites or wellheads and production facilities shall be provided to allow the Oil and Gas Interest Owners to comply with local setback regulations to drill a well and to conduct subsequent oil and gas operations.

5. IMPACT MITIGATION. Developer shall bear all costs to install such noise and visual impact mitigation measures it desires or the local jurisdiction or Weld County requires at or around existing and proposed Well Sites and Production Sites which are in excess of or in addition to those measures which are required by COGCC regulations for areas which are not high density; provided, however, the operator of the Well Site or Production Site shall have reasonable discretion to veto or protest the types and location of impact mitigation measures in order to allow for safe oil and gas operations. To the extent required by law or regulation, the UP Entities shall bear the cost of other impact mitigation measures, including environmental or hazardous materials cleanup, remediation or mitigation for any of its operations on the Property.

6. ACCESS AND PIPELINE EASEMENTS. All existing and future access roads and pipeline easements shall comply, at a minimum, as follow:

(a) Roads used for access shall be at least thirty (30) feet in width .

(b) Developer shall keep access that is jointly used by both surface occupants and the public and the Oil and Gas Interest Owners in good condition and repair once Developer has commenced development of the applicable parcel and until they are dedicated to a local jurisdiction. With respect to any roads that are jointly used by both the surface owner and the UP entities which are damaged as a result of actions or use by the UP entities or Developer, the cost of such repair of such damage shall be paid by the party causing the damage.

(c) Neither the UP Entities nor Developer shall unreasonably interfere with the use by the other of access roads.

(d) All pipeline easements shall be fifty (50) feet in width during construction, and thirty (30) feet in width during operations, transportation and maintenance activities. Developer shall grant the pipeline easements (for production from the property and other lands) to the Oil and Gas Interest Owners at the time they request them. It is the intention of the parties that pipeline easements be located in the most reasonably direct routes and, to the extent practicable, within dedicated rights-of-way and open space areas.

(e) Oil and Gas Interest Owners may install one or more pipelines within the easements.

7. PLAT AND LOCAL APPLICATIONS. Developer shall identify on plats and in Applications for Development (other than for annexation and rezoning requests) the locations and size of all existing and proposed Well Sites and Production Sites and other oil and gas facilities and existing and future access roads and pipeline easements, as well as the setbacks between existing and proposed Well Sites and Production Sites and planned and existing lot lines. Developer shall record a plat or other Application for Development which reflects the foregoing in the office of the Clerk and Recorder of Weld County after it is approved by the local jurisdiction.

8. NOTICE OF HEARINGS. Developer shall provide to each applicable Oil and Gas Interest Owner and Oil and Gas Well Operators written notice fifteen (15) days before each hearing on an Application for Development which affects such Oil and Gas Interest Owner's property.

9. WAIVER OF CERTAIN REQUIREMENTS AND OBJECTIONS. Developer hereby waives state and local setback regulations and other requirements that are inconsistent with this Agreement or a Surface Use Agreement and also agrees to not object in any forum to the use by Oil and Gas Interest Owners of the surface of the Property consistent with this Agreement or a Surface Use Agreement. At the request of an Oil and Gas Interest Owner, Developer shall provide such other written approvals and waivers which are reasonably requested and consistent with this Agreement or an applicable Surface Use Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC and including, for example, waivers to the setback requirements in the current COGCC Rule 603, if applicable, or any successor state or local setback regulation and to any state setback requirement from a surface property line or for an exception location request.

10. COMPLIANCE WITH RULES AND REGULATIONS. Except as may be otherwise provided in Section 9, Developer and the UP Entities agree to comply with all valid and applicable federal, state and local regulations that pertain to the development of the surface estate and the exploration and development of Oil and Gas on the Property. The UP Entities shall make reasonable efforts to persuade Oil and Gas Interest Owners to enter into Surface Use Agreements with Developer.

11. NO OBJECTION TO DEVELOPMENT. The UP Entities agree that they will not object to a request by Developer to annex, rezone, plat or replat all or any portion of the Property to the extent such request is consistent with the use by the Oil and Gas Interest Owners of the surface of the Property in the manner identified in this Agreement and any applicable Surface Use Agreement; provided, however, neither of the UP Entities shall be required to incur any expenses in connection with such request.

12. UPRC OR UPLRC A PARTY TO SURFACE USE AGREEMENTS. UPRC or UPLRC shall be a party to each Surface Use Agreement that is entered into between Developer and other applicable Oil and Gas Interest Owners.

13. OIL AND GAS INTEREST OWNERS WHICH ARE KNOWN TO THE UP ENTITIES. Attached as Exhibit C is a list of those entities which the UP Entities believe own a leasehold or other Oil and Gas interest in the Property as of the date of this Agreement. The Developer may not rely on this list, and is required to perform an independent investigation as provided in Section 2(b) and provide notice to the applicable Oil and Gas Interest Owners and Oil and Gas Well Operators.

14. WAIVER OF SURFACE DAMAGE PAYMENTS. In the event that Developer and the applicable Oil and Gas Interest Owners do not enter into a Surface Use Agreement and Developer is required under Section 4(a) to preserve drillsite locations at the locations identified in COGCC Rules 318A ("Legal Locations"), Developer hereby agrees to waive all surface damage payments for each and every well that is drilled at a Legal Location. Oil and Gas Interest Owners may provide a copy of this Agreement to the COGCC as evidence of this waiver. The term "surface damage payments" as used herein shall be given the meaning commonly used in the oil and gas industry.

15. ACKNOWLEDGMENT OF TITLE TO THE OIL AND GAS. As between the parties, Developer specifically acknowledges the title of the UP Entities to the Oil and Gas reserved and relinquishes all rights and claims thereto.

16. SURFACE OWNER CONSENT. Developer, for itself and its successors and assigns, agrees that it will not withhold its consent as surface owner of the Property (if the UP Entities, in their sole discretion, require such consent) to the exercise by the Oil and Gas Interest

Owners of their rights to explore for and develop the Oil and Gas under the Property in accordance with this Agreement or any applicable Surface Use Agreement and all applicable laws and regulations.

17. CONFLICT IN AGREEMENTS. In the event of a conflict between this Agreement and a Surface Use Agreement, the terms of the Surface Use Agreement shall control. The provisions in a Surface Use Agreement shall supersede any inconsistent provisions in this Agreement.

18. OIL AND GAS INTEREST OWNERS ARE BENEFICIARIES. The benefits of the terms of this Agreement shall extend to the Oil and Gas Interest Owners, and any of them may bring an action directly against Developer for damages or injuries sustained resulting from a breach of this Agreement by Developer; however, nothing in this Agreement is intended to create a cause of action by any Oil and Gas Interest Owner against either of the UP Entities or to enlarge any right or interest created by any agreement or lease between a UP Entity and an Oil and Gas Interest Owner.

19. RIGHTS OF OIL AND GAS LESSEES AND THEIR ASSIGNEES. Developer understands and acknowledges that the UP Entities, or either of them, have entered into leases and agreements with various entities for portions of the Property and that the UP Entities have granted their lessees the exclusive right to explore for and develop the Oil and Gas that underlies the property that is the subject of a lease. Developer further recognizes that the UP Entities enter into this Agreement in their capacity as the owners of the Oil and Gas and to protect their reversionary interest to explore for and develop the Oil and Gas at such time as a lease terminates. In this regard, Developer is aware that the applicable Oil and Gas lessees or their assignees have rights to explore for and develop the Oil and Gas that are not affected by this Agreement.

20. NO LIMITATION ON RIGHTS. Except as provided herein with respect to the Oil and Gas Interests of the UP Entities only, nothing in this Agreement is intended to limit the rights of the Oil and Gas Interest Owners under the terms of their oil and gas leases and pursuant to state law.

21. SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of all of the parties, and the benefits of this Agreement shall inure to their personal representatives, heirs, successors and assigns; provided, however, this Agreement is not intended to bind Oil and Gas Interest Owners other than the UP Entities and reference herein to the obligations of one or both of the UP entities is strictly limited to such entities. This Agreement and all of the covenants in it shall be covenants running with the land.

22. RECORDING. This Agreement shall be recorded with the Clerk and Recorder of Weld County at any time after Developer closes on the sale of all or any portion of the Property.

23. APPLICABILITY TO PROPERTY PURCHASED BY DEVELOPER. This Agreement shall apply only to that portion of the Property that Developer purchases.

24. GOVERNING LAW. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

25. SEVERABILITY. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

26. NOTICES. Any notice or communication required or permitted by this Agreement shall be given in writing either by (a) personal delivery; (b) expedited delivery service with proof of delivery; (c) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or (d) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

UP Entities: Union Pacific Resources Company
c/o Anadarko Petroleum Corporation
Attention: Manager Western U.S. Land
P.O. Box 1330
17001 North Chase Drive
Houston, Texas 77251-1330

Developer: Weld County Land Company, LLC
2500 Arapahoe, Suite 220
Boulder, Colorado 80302
Attention: Jon Lee

with a copy to: Alan Lottner, Esq.
Lottner Rubin Fishman Brown & Saul, P.C.
633 17th Street, Suite 2700
Denver, Colorado 80202-3635

27. INCORPORATION BY REFERENCE. Exhibits A and B, and C are incorporated herein by this reference.

28. COUNTERPART EXECUTIONS. This Agreement may be executed in counterparts, each of which shall be deemed an original.

29. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding among the parties and supersedes any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.

UP ENTITIES:

UNION PACIFIC RESOURCES COMPANY,
a Delaware corporation

By: _____ mdj
Its: Attorney-In-Fact

UNION PACIFIC LAND RESOURCES CORPORATION, a Nebraska corporation

By: _____ mdj
Its: Attorney-in-Fact

DEVELOPER:

WELD COUNTY LAND COMPANY, LLC,
a Colorado limited liability company

By: _____
Its: MANAGER

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STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of November, 2000, by G. E. Peters, as Attorney-in-Fact of Union Pacific Land Resources Corporation, a Nebraska corporation.

WITNESS my hand and official seal.

My Commission expires: 8/29/01

Melissa A. Morman
Notary Public

STATE OF COLORADO)
CITY AND) ss.
COUNTY of DENVER)

The foregoing instrument was acknowledged before me this 14th day of November, 2000, by James L. Newcomb, as Attorney-in-Fact of Union Pacific Resources Company, a Delaware corporation.

WITNESS my hand and official seal.

My Commission expires: 8/29/01

Melissa A. Morman
Notary Public

STATE OF COLORADO)
CITY AND) ss.
COUNTY of DENVER)

The foregoing instrument was acknowledged before me this 14th day of November, 2000, by Charles R. Bullock, as Manager of Weld County Land Company, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission expires: 8/29/01

Melissa A. Morman
Notary Public

EXHIBIT A

Attached to and made part of Agreement for Compatible Development
dated November 14, 2000, by and among
UNION PACIFIC LAND RESOURCES CORPORATION,
UNION PACIFIC RESOURCES COMPANY, and
WELD COUNTY LAND COMPANY, LLC

A parcel of land situate in Section 4, Township 1 North, Range 68 West of the 6th P.M., Weld County, more particularly described as follows:

PARCEL A

Commencing at the Southwest corner of Section 4, Township 1 North, Range 68 West, 6th P.M., from whence the West 1/4 corner of said Section lies N00°02'03" E, 2682.02 feet;
Thence N44°47'52" E, 42.60 feet to the point of beginning, 30.00 feet easterly of the West line of the SW1/4 of Section 4;
Thence N00°02'03" E, 2651.78 feet parallel with and 30.00 feet East of West line of the SW1/4 of Section 4;
Thence N00°01'00" E, 2418.32 feet parallel with and 30.00 feet East of the West line of the NW1/4 of Section 4 to a point on the South right-of-way line of State Highway 52 recorded in Book 491, Reception No. 1413164 and along said right of way the following two courses:

1. N55°55'30" E, 60.40 feet;
2. N88°34'43" E, 5153.37 feet, to a point 30.00 feet westerly of the East line of the NE1/4 of Section 4;

Thence S00°05'46" E, 2568.01 feet parallel with and 30.00 feet West of the East line of the NE1/4 of Section 4;
Thence S00°08'21" E, 2632.37 feet parallel with and 30.00 feet West of the East line of the SE1/4 of Section 4 to a point 30.00 feet northerly of the South line of the SE1/4 of Section 4;
Thence S89°44'56" W, 2608.67 feet parallel with and 30.00 feet North of the South line of the SE1/4 of Section 4;
Thence S89°33'41" W, 2606.23 feet parallel with and 30.00 feet North of the South line of the SW1/4 of Section 4 to the point of beginning.

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Two parcels of land situate in the SE1/4 of Section 8, Township 1 North, Range 68 West o the 6th P.M., Weld County, more particularly described as follows:

PARCEL B

Commencing at the Southeast corner of Section 8, Township 1 North, Range 68 West, 6th P.M., from whence the East 1/4 corner of said section lies N00°49'09" E, 2674.68 feet; Thence N45°04'48" W, 41.78 feet to the point of beginning, 30.00 feet North of the South line of said section;
Thence S89°01'14" W, 2618.83 feet parallel with and 30.00 feet North of the South line o said section to a point on the North-South centerline of Section 8;
Thence N00°01'31" E, 1579.23 feet along said North-South centerline to a point on the South right of way line of the Union Pacific Railroad, said right-of-way conveyed to the Union Pacific Railroad by a deed recorded June 13, 1912, in Book 359 at Page 418, said right-of-way line being 50.00 feet distant southerly as measured at right angles or radially from the existing main track centerline;
Thence along said right of way the following three courses:

1) N42°43'40" E, 467.34 feet,
2) 1735.43 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 1858.50 feet, a central angle of 53°30'06", and a chord bearing N69°28'43" E, 1673.07 feet,
3) S83°46'14" E, 772.36 feet to a point 30.00 feet West of the East line of the S1/2 of the section;

Thence S00°49'09" W, 2380.71 feet parallel with and 30.00 feet West of the East line of the S1/2 to the point of beginning.

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PARCEL B-1

Commencing at the East 1/4 corner of Section 8, Township 1 North, Range 68 West, 6th P.M. from whence the Southeast corner of said section lies S00°49'09" W, 2674.68 feet;
Thence along the East-West centerline S89°35'35" W, 30.00 feet to the point of beginning;
Thence S00°49'09" W, 163.81 feet parallel with and 30.00 feet West of the East line of th S1/2 of Section 8 to a point on the northerly right-of-way line of the Union Pacific Railroad, said right of way conveyed to the Union Pacific Railroad by a deed recorded Jun 13, 1912, in Book 359 at Page 418, said right-of-way line being 50.00 feet distant northerly as measured at right angles or radially from the existing main track centerline;
Thence following said northerly right of way the following three courses:
1) N83°46'14" W, 762.89 feet,
2) 1828.81 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 1958.50 feet, a central angle of 53°30'06", and a chord bearing S69°28'43" W, 1763.09 feet;
3) S42°43'40" W, 358.98 feet to a point on the North-South centerline of Section 8;
Thence N00°01'31" E, 943.91 feet along said North-South centerline to a point on the East-West centerline of said Section 8;
Thence N89°35'35" E, 2655.15 feet along the East-West centerline to the point of beginning.

(continued)

Three parcels of land situate in Section 10, Township 1 North, Range 68 West of the 6th P.M., Weld County, more particularly described as follows:

PARCEL C

Commencing at the Northwest corner of Section 10, Township 1 North, Range 68 West, 6th P.M., from whence the West 1/4 corner of said section lies S00°24'43" W, 2669.01 feet;
Thence N89°45'35" E, 30.00 feet;
Thence S00°08'14" E, 30.00 feet to the point of beginning;
Thence parallel with and 30.00 feet South of the North line of the NW1/4 of Section 10 N89°45'35" E, 2627.62 feet to a point on the West line of said NE1/4;
Thence parallel with and 30.00 feet South of the North line of the NE1/4 of Section 10 N89°45'48" E, 2408.00 feet to a point on the West right-of-way line of Interstate Highway 25, as recorded in Book 1513 at Page 241;
Thence along said West right-of-way line the following two courses:
1) S00°23'52" E, 2628.85 feet;
2) S00°22'56" E, 2628.28 feet to a point 30.00 feet northerly of the South line of the SE1/4 of Section 10;
Thence parallel with and 30.00 feet North of said South line S89°37'55" W, 2446.01 feet to a point on the West line of SE1/4 of Section 10;
Thence parallel with and 30.00 feet North of the South line of the SW1/4 of Section 10 S89°43'33" W, 844.10 feet to a point on the northeasterly line of a parcel recorded in Book 359 at Page 418, being 50.00 feet northeasterly, as measured radially, from the centerline of the main track of the Boulder branch of the Union Pacific Railroad as now constructed and operated;

Thence along said line the following two courses:
1) 969.82 feet along the arc of a non-tangent curve to the left, said arc subtended by a radius of 2857.50 feet, a central angle of 19°26'45", and a chord bearing N57°09'36" W, 965.16 feet;
2) N66°52'58" W, 372.83 feet to a point on the southerly line of a parcel recorded in Book 847 at Page 316 and described as "60 feet in width and eight tenths (0.8) of an acre";
Thence along said line the following twelve courses:
1) 239.36 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 974.72 feet, a central angle of 14°04'55", and a chord bearing N81°58'35" E 238.96 feet;
2) N74°56'08" E, 244.90 feet (14.1' beyond the beginning of a 43.5' wide strip, 2.5 acre in area described in Book 847 at Page 316);
3) 80.62 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 727.80 feet, a central angle of 06°20'49", and a chord bearing N78°06'32" E 80.58 feet;
4) N81°16'57" E, 7.90 feet;

(continued)

5) 22.90 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 727.80 feet, a central angle of 01°48'10", and a chord bearing N82°11'02" 22.90 feet;
6) N83°05'07" E, 599.90 feet;
7) 217.92 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 727.80 feet, a central angle of 17°09'20", and a chord bearing S88°20'13" 217.11 feet;
8) S79°45'33" E, 394.90 feet;
9) 125.19 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 797.80 feet, a central angle of 08°59'27", and a chord bearing S84°15'17" 125.06 feet;
10) S88°45'00" E, 447.00 feet;
11) 113.58 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 797.80 feet, a central angle of 08°09'26", and a chord bearing N87°10'17" E, 113.49 feet;
12) N83°05'34" E, 469.60 feet to the southwesterly corner of a parcel of land recorded Book 1003 at Page 464;

Thence along boundary of said parcel the following three courses:
1) N83°05'34" E, 200.00 feet;
2) N06°54'26" W, 108.50 feet;
3) S83°05'34" W, 200.00 feet to the northeasterly corner of the previous parcel recorde in Book 847 at Page 316;

Thence along northerly line of said parcel the following five courses:
1) S83°05'34" W, 336.10 feet;
2) S06°54'26" E, 23.50 feet;
3) S83°05'34" W, 133.50 feet;
4) 101.48 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 712.80 feet, a central angle of 08°09'26", and a chord bearing S87°10'17" 101.40 feet;
5) N88°45'00" W, 293.50 feet to the easterly corner of a parcel recorded in Book 934 at Page 209;

Thence along northerly line of said parcel the following two courses:
1) N79°31'35" W, 554.21 feet;
2) S88°19'28" W, 364.79 feet to a point on the northerly line of the previous parcel recorded in Book 847 at Page 316;

Thence along northerly line of said parcel the following eight courses:
1) S83°05'07" W, 585.80 feet;
2) 26.47 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 812.80 feet, a central angle of 01°51'58", and a chord bearing S82°09'07" 26.47;

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3) 6.10 feet along the arc of a compound curve to the left, said arc subtended by a radius of 2755.00 feet, a central angle of 00°07'37", and a chord bearing S81°16'57" W, 6.10 feet;
4) 90.94 feet along the arc of a compound curve to the left, said arc subtended by a radius of 812.80 feet, a central angle of 06°24'37", and a chord bearing S78°08'26" W, 90.89 feet;
5) S74°56'08" W, 14.10 feet;
6) S15°03'52" E, 25.00 feet;
7) S74°56'08" W, 230.80 feet;
8) 395.38 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 914.72 feet, a central angle of 24°45'57", and a chord bearing S87°19'06" W, 392.31 feet to a point on the northeasterly line of the parcel recorded at Book 512 at Page 418, being 50.00 feet northeasterly, as measured radially from the main track of the Boulder branch of the Union Pacific Railroad as now constructed and operated;

Thence along said Northeasterly line of parcel N66°52'58" W, 485.14 feet;
Thence N00°08'27" W, 1683.89 feet to a point on the South line of the NW1/4 of Section 12;
Thence N00°08'14" W, 2638.73 feet to the point of beginning.

Except portions conveyed to the Department of Transportation, State of Colorado by Rule and Order recorded June 23, 2000 at Reception No. 2776783

(continued)

PARCEL C-1

Commencing at the Southwest corner of Section 10, Township 1 North, Range 68 West, 6th P.M., from whence the West 1/4 corner of said Section lies N00°31'01" E, 2635.71 feet;
Thence N89°43'33" E, 86.08 feet;
Thence N00°08'27" W, 30.00 feet to the point of beginning
Thence continuing N00°08'27" W, 684.18 feet to a point on the southerly line of a parcel recorded in Book 512 at Page 337;
Thence along said Southerly line of parcel 408.40 feet along the arc of a non-tangent curve to the right, said arc subtended by a radius of 968.02 feet, a central angle of 24°10'22", and a chord bearing S85°43'12" E, 405.38 feet to the northeasterly corner of a parcel recorded in Book 833 at Page 482;

Thence around said parcel the following three courses:
1) S23°07'02" W, 44.34 feet;
2) S66°52'58" E, 545.00 feet;
3) N23°07'02" E, 50.00 feet; to a point on the southwesterly line of a parcel recorded in Book 359 at Page 418, being 50.00 feet southwesterly of the centerline of the main track of the Boulder branch of the Union Pacific Railroad as now constructed and operated;

Thence along line of said parcel the following two courses:
1) S66°52'58" E, 13.41 feet;
2) 825.61 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 2757.50 feet, a central angle of 17°09'17", and a chord bearing S58°18'19" E, 822.53 feet to a point 30.00 feet northerly of the South line of the SW1/4 of Section 10;
Thence parallel with and 30.00 feet North of said South line S89°43'33" W, 1618.24 feet to the point of beginning.

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PARCEL C-2

Commencing at the Southwest corner of Section 10, Township 1 North, Range 68 West, 6th P.M., from whence the West 1/4 corner of said section lies N00°31'01" E, 2655.71 feet;
Thence N89°43'33" E, 86.08 feet;
Thence N00°08'27" W, 815.00 feet to the point of beginning;
Thence continuing N00°08'27" W, 47.81 feet to a point on the southwesterly line of a parcel recorded in Book 359 at Page 418, being 50.00 feet southwesterly, as measured perpendicularly, from the centerline of the main track of the Boulder branch of the Union Pacific Railroad as now constructed and operated;
Thence along said southwesterly line S66°52'58" E, 102.68 feet to a point on the northerl line of a parcel recorded in Book 512 at Page 337;
Thence along said northerly line 94.64 feet along the arc of a non-tangent curve to the left, said arc subtended by a radius of 1063.02 feet, a central angle of 05°04'38", and a chord bearing S85°27'14" W, 94.61 feet to the point of beginning.

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A parcel of land situate in the E1/2 of Section 18, Township 1 North, Range 68 West of th 6th P.M., Weld County, more particularly described as follows:

PARCEL D

Commencing at the Northeast corner of Section 18, Township 1 North, Range 68 West, 6th P.M., from whence the East 1/4 corner of said section lies S00°02'28" E, 2678.62 feet;
Thence N89°14'48" W, 30.07 feet to the point of beginning;
Thence S00°02'28" E, 1897.89 feet parallel with and 30.00 feet distant West of the East line of the NE1/4 of Section 18 to a point on the North line of the Erie Cemetery, partially described in a deed recorded on May 23, 1968, as Reception No. 1516751;
Thence N89°59'20" W, 640.42 feet to the Northwest corner of said cemetery;
Thence S00°03'40" W, 404.65 feet to the North line of a parcel recorded in Book 30, Page 483;
Thence N89°34'58" W, 163.67 feet to the Northwest corner of said parcel;
Thence S00°04'57" E, 417.42 feet to the Southwest corner of said parcel;
Thence S89°34'58" E, 804.84 feet to a point 30.00 feet westerly of the East line of the SE1/4 of Section 18;
Thence S00°25'10" E, 1450.65 feet parallel with and 30.00 feet distant westerly of the East line of said SE1/4 to a point on the North line of a parcel recorded as Reception No 1516751;

Thence along boundary of said parcel the following three courses:
1) S89°40'50" W, 658.56 feet,
2) S00°19'10" E, 253.00 feet,
3) N89°40'50" E, 659.00 feet to a point 30.00 feet westerly of the East line of the SE1, of Section 18;

Thence S00°25'10" E, 825.08 feet to a point 30.00 feet northerly of the South line of sai SE1/4 of Section 18, said point also being the northerly right-of-way line of Weld County Road 8;
Thence N89°31'17" W, 258.53 feet, along said northerly right of way, parallel with and 30.00 feet North of the South line of said SE1/4;
Thence N86°54'04" W, 1098.49 feet along the northerly line of Weld County Road 8, as described in Book 15551, Pages 39-43, Reception Nos. 2495437-41 to a point on the easterl line of property described in Book 754 at Reception No. 1676471;

Thence along said property the following three courses:
1) N00°29'16" E, 49.80 feet;
2) 453.09 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 440.00 feet, a central angle of 59°00'00", and a chord bearing N29°00'44" W 433.33 feet;
3) N58°30'44" W, 204.67 feet to a point 50.00 feet distant southeasterly, measured at right angles, from the centerline of the main track of the Boulder branch of the Unio

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Pacific Railroad Company as presently constructed and operated, said right of way conveyed to the Union Pacific Railroad by deed recorded in Book 359 at Page 418;
Thence northerly along a line drawn parallel and/or radially with said centerline of main track the following nine courses:

1) 629.21 feet along the arc of a non-tangent curve to the left, said arc subtended by a radius of 1007.50 feet, a central angle of 35°46'57", and a chord bearing N07°31'37" E, 619.03 feet;
2) Thence N10°21'52" W, 694.70 feet;
3) 894.20 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 1287.50 feet, a central angle of 39°47'36", and a chord bearing N09°31'57" E, 876.34 feet;
4) N29°25'45" E, 224.87 feet;
5) 463.85 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 1673.50 feet, a central angle of 15°52'51", and a chord bearing N21°29'19" E, 462.36 feet;
6) N13°32'54" E, 421.72 feet;
7) 966.21 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 2957.50 feet, a central angle of 18°43'06", and a chord bearing N04°11'21" E, 961.91 feet;
8) N05°10'12" W, 351.67 feet;
9) 165.08 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 1575.00 feet, a central angle of 06°00'20", and a chord bearing N02°10'02" W, 165.01 feet to a point on the North line of the NE1/4 of Section 18;

Thence along said North line S89°14'48" E, 1206.77 feet to the point of beginning,
EXCEPTING THEREFROM a "road right of way 8 feet in width leading to said cemetery from Erie", so described in Book 30 at Page 483.

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A parcel of land situate in Section 17, Township 1 North, Range 68 West of the 6th P.M., Weld County, more particularly described as follows:

PARCEL E

Commencing at the Northeast corner of Section 17, Township 1 North, Range 68 West, 6th P.M., from whence the East 1/4 corner of said Section lies S00°12'52" E, 2631.66 feet;
Thence S44°24'11" W, 42.71 feet to the point of beginning, 30.00 feet westerly of the East line of the N1/2 of Section 17;
Thence S00°12'52" E, 2601.26 feet parallel with and 30.00 feet West of the East line of the N1/2 of Section 17;
Thence S00°13'30" E, 2602.21 feet parallel with and 30.00 feet West of the East line of the SE1/4 of Section 17 to a point 30.00 feet northerly of the South line of the SE1/4 of Section 17;
Thence S88°48'09" W, 2618.87 feet parallel with and 30.00 feet North of the South line of the SE1/4 of Section 17;
Thence S88°48'45" W, 2617.65 feet parallel with and 30.00 feet North of the South line of the SW1/4 of Section 17 to a point 30.00 feet easterly of the West line of the SW1/4 of Section 17;
Thence N00°29'10" W, 2573.96 feet parallel with and 30.00 feet East of the West line of the SW1/4 of Section 17;
Thence N00°02'28" W, 2649.01 feet parallel with and 30.00 feet East of the West line of the NW1/4 of Section 17 to a point 30.00 feet southerly of the North line of Section 17;
Thence N89°01'14" E, 5236.94 feet parallel with and 30.00 feet South of the North line of Section 17 to the point of beginning.

(continued)

A parcel of land situate in the E1/2 of Section 33, Township 2 North, Range 68 West of th 6th P.M., Weld County, more particularly described as follows:

PARCEL F

Commencing at the Northeast corner of said Section 33 from whence the East 1/4 corner li S00°02'01" E, 2661.98 feet;
Thence along the East line of the NE1/4 of said Section 33 S00°02'01" E, 30.00 feet;
Thence along a line parallel with and 30.00 feet southerly, measured at right angles, fr the North line of the NE1/4 of said Section 33, S89°08'30" W, 150.02 feet to the point o beginning;
Thence continuing along said line parallel with and 30.00 feet distant southerly from th North line of the NE1/4 of Section 33, S89°08'30" W, 2491.97 feet to a point on the West line of the NE1/4 of said Section 33;
Thence S00°02'38" E, 2594.11 feet along West line to the SW1/4 corner of the NE1/4 of Section 33;
Thence S00°02'52" E, 2648.52 feet along the West line of the SE1/4 of said Section 33 to point that is 30.00 feet distant northerly from the South 1/4 corner of said Section 33;
Thence N89°37'29" E, 487.95 feet along a line parallel with and 30.00 feet distant northerly from the South line of the SE1/4 of said Section 33 to a point on the East lin of a parcel recorded in Book 1506, Reception No. 2451280;
Thence along East line of said parcel N03°40'23" E, 2651.19 feet to a point on the South line of the NE1/4 of said Section 33;
Thence N89°57'46" E, 1951.25 feet along the South line of the NE1/4 of Section 33 to a point that is 30.00 feet distant westerly from the East 1/4 corner of said Section 33;
Thence N00°02'01" W, 722.66 feet along a line parallel with and 30.00 feet distant westerly from the East line of the NE1/4 of Section 33 to the Southeast corner of the parcel recorded May 13, 1998, at Reception No. 2612563;

Thence along said parcel the following three courses:
1. S89°57'59" W, 363.76 feet;
2. N00°02'01" W, 240.00 feet;
3. N89°57'59" E, 363.76 feet;

Thence N00°02'01" W, 449.60 feet along a line parallel with and 30.00 feet distant westerly from the East line of the NE1/4 of Section 33 to a point on the South line of th parcel recorded at Reception No. 2288334;
Thence along the South line of said parcel S89°57'59" W, 250.00 feet to the Southwest corner of parcel;
Thence along the West line of said parcel N00°02'01" W, 120.00 feet to a point on the South line of that parcel owned by Nick Harkales in the year 1948;
Thence along South line of said parcel S89°57'59" W, 10.00 feet to the Southwest corner o the parcel;
Thence along West line of said parcel N00°02'01" W, 110.00 feet to a point on the South

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line of a parcel recorded January 29, 1993, in Book 1368 at Reception No. 2319926;

Thence along said parcel the following three courses:
1. S89°57'59" W, 3.30 feet;
2. N00°02'01" W, 56.21 feet;
3. N89°57'59" E, 263.30 feet;
Thence N00°02'01" W, 353.51 feet along a line parallel with and 30.00 feet distant westerly from the East line of the NE1/4 of Section 33 to the Southeast corner of a parcel recorded April 12, 1945, in Book 1153, Page 15;
Thence along the South line of said parcel S89°57'59" W, 150.00 feet;
Thence N00°02'01" W, 150.00 feet to the Northwest corner of a parcel recorded April 24, 1926, in Book 788, Page 400;
Thence along North line of said parcel N89°57'59" E, 150.00 feet;
Thence N00°02'01" W, 304.55 feet along a line parallel with and 30.00 feet distant westerly from the East line of the NE1/4 of Section 33;
Thence S89°08'30" W, 120.01 feet;
Thence N00°02'01" W, 125.01 feet to the point of beginning.

(continued)

Three parcels of land situate in Section 19, Township 1 North, Range 68 West of the 6th P.M., Weld County, More particularly described as follows:

PARCEL G

Commencing at the Northeast corner of the NW1/4 of the NE1/4 of Section 19, Township 1 North, Range 68 West, 6th P.M., from whence the Northeast corner of Section 19 lies S89°31'17" E, 1298.14 feet;
Thence S00°24'57" E, 24.66 feet along the East line of the W1/2 of the NE1/4 of Section 19 to the point of beginning;
Thence continuing along line S00°24'57" E, 2609.86 feet to a point on the South line of NE1/4 of Section 19;
Thence along East line of the W1/2 of the SE1/4 of Section 19 S00°25'02" E, 2604.36 feet to a point 30.00 feet northerly of the South line of the SE1/4 of Section 19;
Thence S89°56'56" W, 1292.51 feet parallel with and 30.00 feet North of the South line of the SE1/4 of Section 19;
Thence S89°57'02" W, 1267.09 feet parallel with and 30.00 feet North of the South line of the SW1/4 of Section 19;
Thence N00°33'50" W, 2616.47 feet along the West line of the E1/2 of the SW1/4 to the South line of the NW1/4 of Section 19;
Thence along the South line of said NW1/4 S89°46'26" E, 1.97 feet to a point on the easterly line of a parcel of land recorded at Reception No. 2633609;

Thence along the easterly line of said parcel the following five courses:

1) 94.67 feet along the arc of a non-tangent curve to the left, said arc subtended by a radius of 340.00 feet, a central angle of 15°57'12", and a chord bearing N22°39'50" W, 94.36 feet,
2) 29.56 feet along the arc of a reverse curve to the right, said arc subtended by a radius of 20.00 feet, a central angle of 84°40'19", and a chord bearing N11°41'44" E, 26.94 feet,
3) 236.41 feet along the arc of a reverse curve to the left, said arc subtended by a radius of 950.00 feet, a central angle of 14°15'29", and a chord bearing N46°54'09" E, 235.80 feet,
4) N39°46'24" E, 2542.95 feet,
5) 888.62 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 1030.00 feet, a central angle of 49°25'52", and a chord bearing N64°29'20" E, 861.31 feet, to the point of beginning.

(continued)

2807515 11/17/2000 09:32A JA Suki Tsukamoto
25 of 28 R 140.00 D 0.00 Weld County CO

PARCEL G-1

Commencing at the N 1/4 corner of Section 19, Township 1 North, Range 68 W, 6th P.M., from whence the Northwest corner of said section lies N89°30'18" W, 2543.60 feet;
Thence along the North line of the NW1/4 of Section 19 N89°30'18" W, 1108.21 feet to the point of beginning;
Thence S56°52'34" E, 304.45 feet parallel with and 100.00 feet distant, southwesterly, from the centerline of the Boulder branch of the main track of the Union Pacific Railroad Company, as presently constructed and operated;
Thence continuing parallel with and 100.00 feet distant, measured radially, from the centerline of said railroad track, 1393.34 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 1050.98 feet, a central angle of 75°57'37", and a chord bearing N85°08'37" E, 1293.52 feet, bounded northerly, in part, by a parcel of land recorded in Book 1453, Reception No. 2400985, to a point on the boundary of a parcel of land recorded at Reception No. 2633609;

Thence along westerly boundary of said parcel the following four courses:
1) S00°17'05" E, 242.48 feet,
2) 36.04 feet along the arc of a non-tangent curve to the left, said arc subtended by a radius of 1170.00 feet, a central angle of 01°45'54", and a chord bearing S40°39'21" W, 36.04 feet,
3) S39°46'24" W, 2542.95 feet,
4) 492.51 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 810.00 feet, a central angle of 34°50'17", and a chord bearing S57°11'33" W 484.96 feet, to a point on the East line of a parcel of land recorded in Book 1623, Reception No. 2566192;

Thence along said easterly line the following three courses:
1) N01°09'00" E, 63.08 feet,
2) 242.86 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 5679.65 feet, a central angle of 02°27'00", and a chord bearing N02°12'02" E, 242.84 feet,
3) N03°35'48" E, 2245.72 feet to the northerly line of the NW1/4 of Section 10;
Thence S89°30'18" E, 361.43 feet along said northerly line to the point of beginning.

(continued)

2807515 11/17/2000 09:32A JA Suki Tsukamoto
26 of 28 R 140.00 D 0.00 Weld County CO

PARCEL G-2

Commencing at the Northwest corner of Section 19, Township 1 North, Range 68 W, 6th P.M. from whence the W1/4 corner of said section lies S00°30'22" E, 2652.75 feet;
Thence along the North line of the NW1/4 of Section 19 S89°30'18" E, 30.00 feet to the point of beginning;
Thence continuing along said North line, S89°30'18" E, 943.81 feet to a point on the West line of a parcel of land described in Book 1623, Reception No. 2566192,

Thence along said West line the following three courses:
1) S03°35'48" W, 2240.30 feet,
2) 247.14 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 5779.65 feet, a central angle of 02°27'00", and a chord bearing S02°12'31" W, 247.11 feet,
3) S01°08'50" W, 86.00 feet, to a point on the North line of a parcel of land recorded as Reception No. 2633609;

Thence along North line of said parcel the following two courses:
1) 118.06 feet along the arc of a non-tangent curve to the right, said arc subtended by radius of 810.00 feet, a central angle of 08°21'05", and a chord bearing S86°03'02" W, 117.96 feet,
2) N89°46'26" W, 651.49 feet to a point 30.00 feet easterly of the West line of the NW1/4 of Section 19;
Thence N00°30'22" W, 2582.61 feet parallel with and 30.00 feet East of West line of the NW1/4 of Section 19 to the point of beginning.

2807515 11/17/2000 09:32A JA Suki Tsukamoto
27 of 28 R 140.00 D 0.00 Weld County CO

EXHIBIT B

Attached to and made a part of Agreement for Compatible Development
dated November 14, 2000, by and among
UNION PACIFIC LAND RESOURCES CORPORATION,
UNION PACIFIC RESOURCES COMPANY, and
WELD COUNTY LAND COMPANY, LLC

318A. Greater Wattenberg Area Special well location rule.

a. The Greater Wattenberg Area ("GWA") is defined to include those lands from and including Townships 2 South to 7 North and Ranges 61 West to 68 West, 6th P.M. In GWA, operators may utilize the following described drilling locations to drill or twin a well, deepen a well, or recomplete a well and to commingle any or all of the Cretaceous Age formations from the base of the Dakota to the surface ("GWA wells"):

(1) a square with sides four hundred (400) feet in length, the center of which is the center of any quarter/quarter section; and,

(2) a square with sides eight hundred (800) feet in length, the center of which is the center of any quarter section.

b. Any GWA well in existance prior to the effective date of this rule, which is not located as described above, may also be utilized for deepening to or recompletion in any Cretaceous Age formation, and for the commingling of production therefrom.

c. Where an existing well cannot be utilized for deepening or recompletion, for reasons including, but not limited to, differing ownership or wellbore limitations, any new, twinned well shall be located as close to such existing well as is practicable, consistent with sound engineering practice.

d. This rule does not alter the size or configuration of drilling units for GWA wells in existance prior to its effective date. Where deemed necessary an operator for purposes of allocating production, such operator may allocate production to an expanded drilling unit with respect to a particular Cretaceous Age formation consistent with the provisions of this rule.

e. This rule shall not serve to bar the granting of relief to owners who file an application alleging abuse of their correlative rights to the extent that such owners can demonstrate that their opportunity to produce the Cretaceous Age formations from the drilling locations herein authorized does not provide an equal opportunity to obtain their just and equitable share of oil and gas from such formations.

f. Subject to Paragraph d. above, this rule supersedes all prior Commission drilling and spacing orders affecting the GWA wells. Well location exceptions to this rule shall be subject to the provisions of Rule 318.c.

2807515 11/17/2000 09:32A JA Suki Tsukamoto
28 of 28 R 140.00 D 0.00 Weld County CO

EXHIBIT C

Attached to and made a part of Agreement for Compatible Development
dated November 14, 2000, by and among
UNION PACIFIC LAND RESOURCES CORPORATION,
UNION PACIFIC RESOURCES COMPANY, and
WELD COUNTY LAND COMPANY, LLC

Probable Owners of Oil and Gas Leasehold Interests:

HS Resources, Inc.
1999 Broadway, Suite 3600
Denver, Colorado 80202

United States Exploration, Inc.
1560 Broadway, Suite 1900
Denver, Colorado 80202

Patina Oil & Gas Corporation ("Patina")
1625 Broadway, Suite 2000
Denver, Colorado 80202

North American Resources Company ("NARCO")
1700 Broadway, Suite 508
Denver, Colorado 80290

2. Probable Oil and Gas Interests as Follows:

Township 2 North, Range 68 West	
Section 33: NE4 and part of W2SE4	UXP, HS and Patina
Township 1 North, Range 68 West	
Section 4: All	HS and UXP
Section 8: SE4	HS and UXP
Section 10: All	HS and UXP
Section 17: All	HS and UXP
Section 18: E2 east of RR r/w	NARCO, HS, Thomas S. Morton and James G. Norton
Section 19: W2E2, E2SW4 and NW4	NARCO and HS

AMENDMENT OF RIGHT-OF-WAY GRANT **PARAGRAPH G**

THIS AMENDMENT OF RIGHT-OF-WAY GRANT ("Amendment") is entered into this 17th day of April, 2014, by and between **Daybreak Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado**, with an address of c/o White, Bear & Ankele, 2154 E. Commons Avenue, Suite 2000, Centennial, Colorado 80122 and **Daybreak Recovery Acquisition LLC, a Delaware limited liability company**, with an address of 1251 Avenue of the Americas, 50th Floor, New York, New York 10020 (together the "Grantors") and **Kerr-McGee Gathering LLC, a Colorado limited liability company** ("KMGG"), with an address of 1099 18th Street, Denver, Colorado 80202. Grantors and KMGG are sometimes referred to hereinafter alone or together as a "Party" or the "Parties."

RECITALS

A. Tallgrass Investors, LLC, a Colorado limited liability company granted, conveyed and warranted a Right-of-Way Grant to KMGG dated August 20, 2007 and recorded in the Office of the Clerk and Recorder of Weld County on September 20, 2007 at Reception No. 3505741 and re-recorded on January 21, 2009 at Reception No. 3600584 ("Easement") granting and conveying a perpetual right-of-way and easement for purposes of surveying, constructing, operating, replacing and maintaining (among other purposes) one (1) four inch (4") pipeline and appurtenances in, over and across a portion of the SE/4 of Section 8, Township 1 North, Range 68 West of the 6th P.M., Weld County, Colorado ("Property"), all as specifically described in the Easement, copies of the recorded duplicate Easements being attached hereto as Exhibit 1.

B. Grantors are successors in interest to Tallgrass Investors, LLC.

C. KMGG has constructed a pipeline within the Easement, and KMGG now desires, among other things, to construct, operate and maintain an additional pipeline (the "Additional Pipeline") within the Easement.

D. Purposes of this Amendment are: i) to provide for and allow the Additional Pipeline within the Right-of-Way Lands; ii) to amend the property description of the Right-of-Way Lands to extend the Easement to run the full length north to south along the east boundary of the SE/4 of Section 8; iii) to provide for a temporary easement on the Property as described herein; iv) to include certain agreed upon landscaping provisions in the Easement; and v) to allow KMGG to change the size of the existing four-inch pipeline.

NOW, THEREFORE, in consideration of Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and KMGG hereby agree to amend the Easement as follows:

1. Each of Grantors, for itself, represents and warrants to KMGG that (i) it is the sole owner in fee simple of that portion of the Right-of-Way Lands to which it holds title, subject to the burden of current taxes, the Easement and any prior recorded easements, public dedications and other matters of record, and (ii) it has full right, power and authority to enter into this Amendment.

2. The description of the Right-of-Way Lands as described on Exhibit A to the Easement is hereby amended to be the description on Exhibit 2 to this Amendment. Exhibit 2 to this Amendment replaces Exhibit A to the Easement. A reference herein and in the Easement to the "Right-of-Way Lands" shall be a reference to the property described in the attached Exhibit 2.

3. Paragraph 2 of the Easement is amended to allow for one (1) four-inch (4") pipeline and one additional pipeline not to exceed sixteen inches (16").

4. KMGG may elect to change the size of the existing four-inch (4") pipeline to any size up to twelve inches (12").

5. Prior to any landscaping activities on the Right-of-Way Lands, Grantors shall prepare and submit a landscape plan to KMGG for the review and consent of KMGG, such consent not be unreasonably withheld; provided, however, it shall not be unreasonable for KMGG to withhold consent to the installation of trees, bushes or other landscape improvements on a case by case basis for safety reasons related to a pipeline or a portion of a pipeline or because of the

type of bush, tree or other landscape improvement proposed by Grantors. If KMGG withholds its consent, KMGG shall propose reasonable solutions to Grantors. KMGG shall be liable for damages to landscaping within the Right-of-Way Lands to the extent caused by the construction or operation of pipelines constructed within the Right-of-Way Lands, but only for landscaping that is installed pursuant to a landscape plan approved by KMGG as provided herein.

6. Grantors hereby grant and convey unto KMGG a temporary construction easement for a term of eighteen (18) months from the date of this Amendment for purposes of surveying, accessing, staging and storing materials and equipment necessary or convenient for the construction of the Additional Pipeline. The temporary construction easement shall be shall be adjacent to and west of the Right-of-Way Lands, as depicted on the attached Exhibit 3 as "Temporary Work Space".

7. KMGG shall not bring onto or permit to be brought onto the Right-of Way Lands or Temporary Work Space, any hazardous or toxic substance or material (including petroleum) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction ("Hazardous Materials"), without the express written permission of Grantor. Grantor does acknowledge that the Easement as hereby amended, is granted to KMGG for the installation and operation of pipelines for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons or mixtures of any of the forgoing and Grantor does hereby grant to KMGG express written permission to transport said products across the Right-of-Way Lands.

8. The Easement, as amended by this Amendment ("Amended Easement"), cannot be modified except by a written agreement signed by the Parties.

9. Except as modified herein, and except to the extent necessary to conform to and incorporate the provisions of this Amendment, all other terms, covenants and obligations of the Easement shall remain in full force and effect and are hereby affirmed by the Parties. In the event of a conflict between this Amendment and the Easement for a matter specifically covered herein, this Amendment shall control.

10. Exhibits 1, 2 and 3 are incorporated into this Amendment by reference.

11. The rights granted herein may be assigned in whole or in part, and the terms, conditions and provisions of the Amended Easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantors and KMGG.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

Daybreak Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Jerry B Richmond III
Name: JERRY B. RICHMOND III
Title: BOARD PRESIDENT

Daybreak Recovery Acquisition LLC, a Delaware limited liability company

By: _____
Name: Jonathan Shymaker
Title: Authorized Signatory

KERR-MCGEE GATHERING LLC, a Colorado limited liability company

By: _____
, Agent and Attorney-in-Fact

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 22nd day of April, 2014, by Jerry R. Richmond, as Board President of Daybreak Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official Seal.

My Commission Expires: 2/17/16

Wendy J Craven
Notary Public

WENDY J CRAVEN NOTARY PUBLIC STATE OF COLORADO COMM. EXP. 02-17-16

(SEAL)

STATE OF New York)
)ss.
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 17th day of April, 2014, by Jonathan Shumaker, as Authorized Signatory of Daybreak Recovery Acquisition LLC, a Delaware limited liability.

Witness my hand and official Seal.

My Commission Expires:

STEPHANIE SCHULMAN
Notary Public, State of New York
No. 02SC6258887
Qualified in Westchester County
Commission Expires April 9, 2016

Stephanie Schulman
Notary Public

(SEAL)

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of_____, 20__, by_____, as Agent and Attorney-in-Fact for Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

Notary Public

(SEAL

Exhibits

Exhibit 1--duplicate original recorded Easements

Exhibit 2---description of right-of way lands

Exhibit 3---depiction of temporary construction easement

Rec No. 3654328
UP CO V7\4 Pcl 2.

Daybreak Metro
District No. 3
Rec No. 3955791

RECEIVED
MAR 26 2014

**100'x100'
Temporary
Work Space**

50' Easement
Vessels Oil & Gas
Rec No. 2042899

REQUESTED ROW

Northerly Line
Rec No. 3505741
Rec No. 3600584

SE 1/4 SECTION 8
T1N R68W 6th PM

30' Right of Way
Rec No. 3505741
Rec No. 3600584

Daybreak Recovery Acquisition LLC
Rec No. 3955792

East Line
Tract 18

**Tract 18 Bridgewater
Master Subdivision
Rec No. 3811552**

WCR 5

90' WCR 5
Right of Way

**20' Temporary
Work Space**

50' Easement
Vessels Oil & Gas
Rec No. 2042899

CURRENT ROW

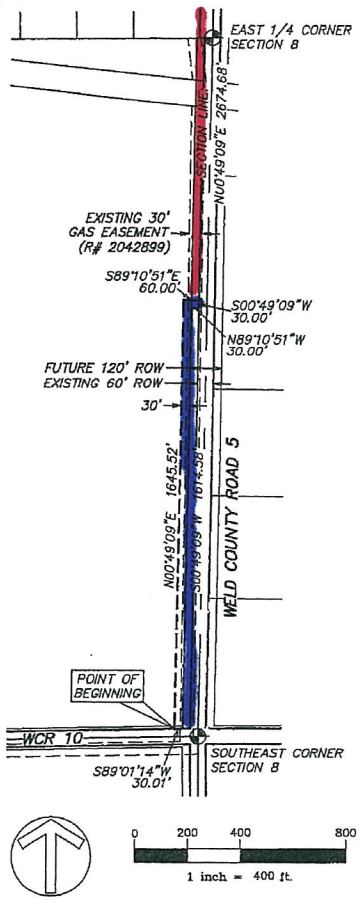
South Line
Tract 18

EXHIBIT 1
Of Amendment of Right-of-Way Grant

3505741 09/20/2007 05:20P Weld County, CO
3 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

Attached to and made a part of that certain Right-of-Way Grant dated August 20, 2007, from Tallgrass Investors LLC, to Kerr-McGee Gathering LLC.

EXHIBIT A



EASEMENT DESCRIPTION:

A 30.00 FOOT WIDE EASEMENT ACROSS THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8 FROM WHENCE THE EAST QUARTER CORNER LIES N00°49'09"E, 2,674.68 FEET (BASIS OF BEARINGS);

THENCE S89°01'14"W, 89.10 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N00°58'46"W, 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 10 AND THE POINT OF BEGINNING;

THENCE N00°49'09"E, 1,645.52 FEET ALONG A LINE PARALLEL WITH AND 90.00 FEET WEST OF THE EASTERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE S89°10'51"E, 60.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 5;

THENCE S00°49'09"W, 30.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE;

THENCE N89°10'51"W, 30.00 FEET;

THENCE S00°49'09"W, 1,614.58 FEET ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE S89°01'14"W, 30.01 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 10 TO THE POINT OF BEGINNING, CONTAINING 50,252 SQUARE FEET, MORE OR LESS.

GAS EASEMENT
FUTURE BRIDGEWATER
SE 1/4 SEC. 8, T1N, R68W
WELD COUNTY, CO.

SCALE	HOR. 1"=400' VERT. N/A
DESIGN/APPR.	BO
DRAWN BY	BO
DATE	07/09/07

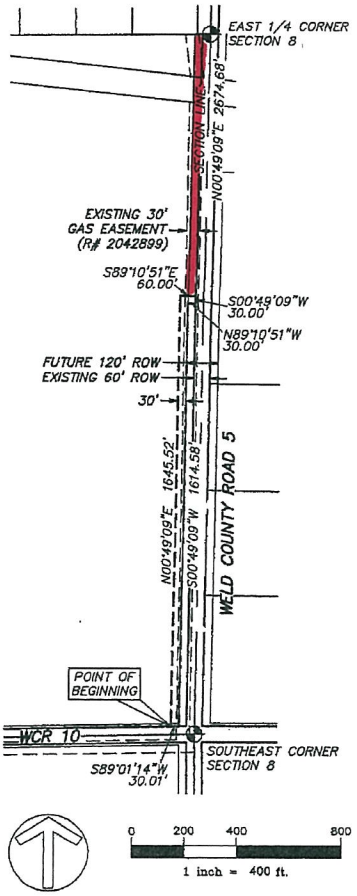
HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4990 Pearl East Circle, Suite 106
Boulder, Colorado 80301 (303) 449-9195

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EXHIBIT 1
Of Amendment of Right-of-Way Grant

Exhibit "A"
Attached to and made a part of the certain Right-of-Way Grant dated August 20, 2007
between Tallgrass Investors LLC, Grantor(s) and Kerr-McGee Gathering, LLC, Grantee.

EXHIBIT A



EASEMENT DESCRIPTION:

A 30.00 FOOT WIDE EASEMENT ACROSS THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8 FROM WHENCE THE EAST QUARTER CORNER LIES N00°49'09"E, 2,674.68 FEET (BASIS OF BEARINGS);

THENCE S89°01'14"W, 89.10 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N00°58'46"W, 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 10 AND THE POINT OF BEGINNING;

THENCE N00°49'09"E, 1,645.52 FEET ALONG A LINE PARALLEL WITH AND 90.00 FEET WEST OF THE EASTERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE S89°10'51"E, 60.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 5;

THENCE S00°49'09"W, 30.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE;

THENCE N89°10'51"W, 30.00 FEET;

THENCE S00°49'09"W, 1,614.58 FEET ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE S89°01'14"W, 30.01 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 10 TO THE POINT OF BEGINNING, CONTAINING 50,252 SQUARE FEET, MORE OR LESS.

GAS EASEMENT
FUTURE BRIDGEWATER
SE 1/4 SEC. 8, T1N, R68W
WELD COUNTY, CO.

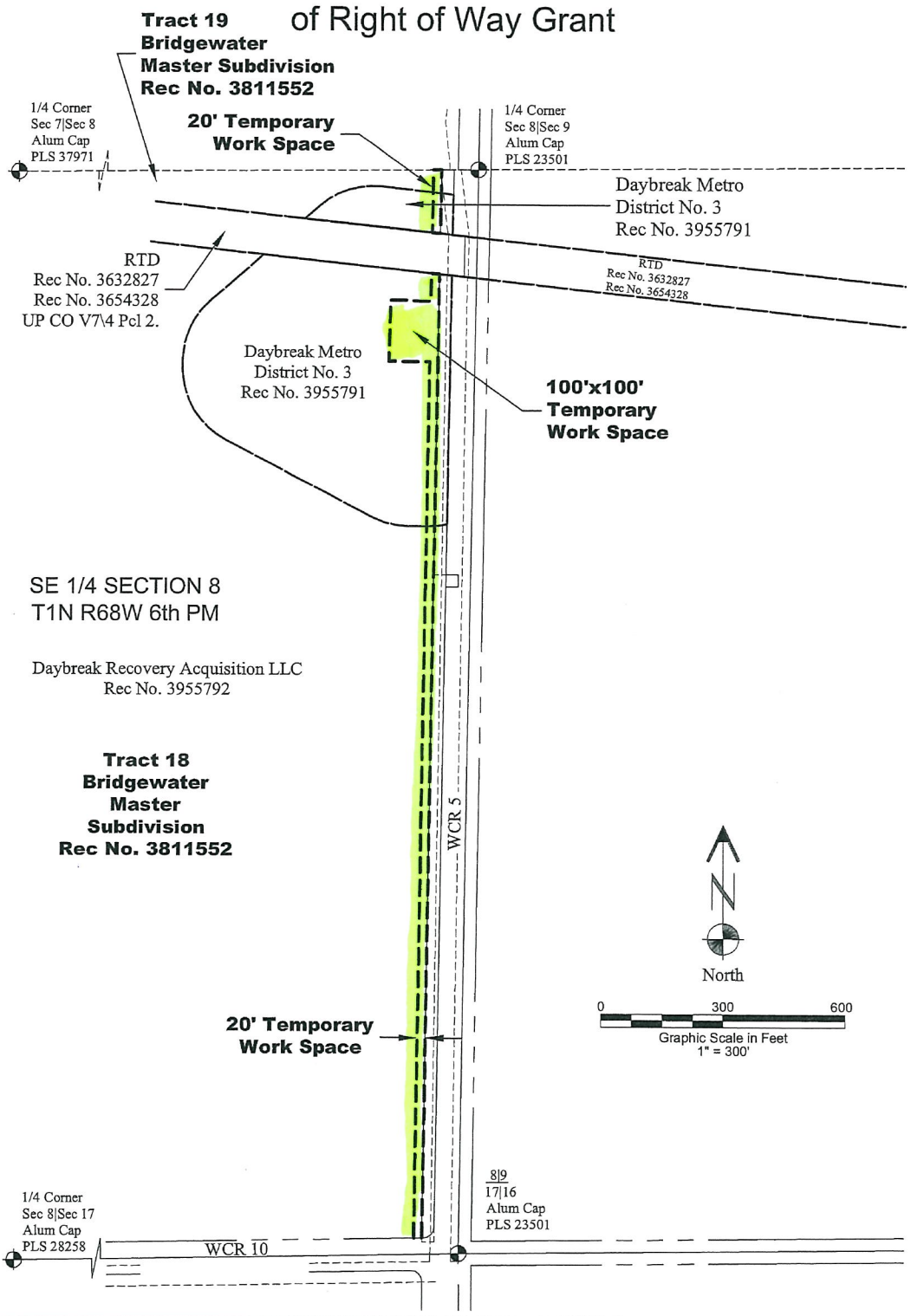
SCALE	HOR. 1"=400' VERT. N/A
DESIGN/APPR.	BO
DRAWN BY	BO
DATE	07/09/07

HURST & ASSOCIATES, INC
CONSULTING ENGINEERS
4999 Pearl East Circle, Suite 106
Boulder, Colorado 80301 (303) 541-9155

FILE G:\202042\SURVEY\LEGALS\SEB GAS ESMT SHEET 1 OF 1

3600584 01/21/2009 11:28A Weld County, CO
3 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 3 of Amendment of Right of Way Grant



1 OF 1	SHEET NO.	GEOSURV LAND SURVEYING AND MAPPING LAFAYETTE - WINTER PARK Ph 303 666 0379 Fx 303 665 6320	KERR-McGEE Right of Way Survey	TOWNSHIP: 1 North RANGE: 68 West 6th PM COUNTY: Weld STATE: Colorado	1"= 300' 12/23/2013 BY: jtv	SAP AFE: 2075225 TRACKING: 9412021 REVISIONS:

DWG: G:\GEOSURV\WeldzNorth\KERR MCGEE GATHERING\200 Lateral 111005.2\Easements on Ground\Daybreak.dwg USER: JTV DATE: Dec 23, 2013 1:39pm

Abstract of Kerr-McGee Letter Agreement Re: Pipelines

DayBreak Community, Weld County, Colorado
Sections 8, 17 and 18, T1N, R68W

Date: October 11, 2011

Recording Date/Info: not recorded

Property: Portions of Sections 8, 17 and 18, T1N, R68W

Parties:

Surface Owner: Tallgrass Investors, LLC

Pipeline/Gas Gathering Company: Kerr-McGee Gathering LLC (**KMGG**)

Abbreviations:

All letter references in parentheses identify the sections of the Letter Agreement (**Agreement**) under discussion.

Background:

KMGG owns certain rights-of-way and easements over the Property (**Land Rights**), providing for the right to construct, operate and maintain pipelines pursuant to oil and gas leases, gas purchase agreements, surface use agreements and similar contracts. Those Land Rights allow KMGG to operate and maintain pipelines, valve sites, meter stations and other improvements above and below ground for transporting oil, gas and other hydrocarbons produced from wells on the Property and other lands.

The Agreement generally calls for the amendments to existing easements held by KMGG and the relocation and/or removal of portions of existing pipelines used by KMGG, all affecting the Property.

Agreement Summary:

I. **Amendments to Recorded Easements**. Surface Owner agrees to execute and deliver to KMGG the amendments to specified easements as described below.

a. **Easement 1:** Easement Deed dated October 13, 1980, and recorded November 21, 1980, Book 920, Reception No. 1842244, to be amended to provide for the following:

i. Construction of a new 24" pipeline, in addition to the 8" and 16" natural gas pipelines permitted by Easement 1;

ii. Construction of interconnections for future and existing pipelines as KMGG determines necessary or convenient within the area depicted on **Exhibit C** to the Agreement (and copied here);

iii. Amendment of the description of the easement area, to be 50 feet wide or otherwise accommodating current and future pipeline interconnections, as depicted on that **Exhibit C**;

iv. Grant to KMGG of a temporary 50-foot wide construction easement, south of the existing area, to expire 18 months after execution of the amendment to Easement 1.

Note: This amendment was to be executed within 14 days after execution of the Agreement (i.e., by October 25, 2011). (Paragraph C)

b. Easement 2: Easement Deed dated February 28, 1983, and recorded August 8, 1983, Book 1004, at Reception No. 1936290, to be amended to provide for the following:

i. Relocation, at KMGG's cost, of *Segment 2* as depicted on **Exhibit B** to Easement 2, to a location (A) adjacent to the road right-of-way for realigned County Road 3, or (B) under that road right-of-way (once required consents are obtained from the Town of Erie) if necessary to avoid impacting Surface Owner's ability to construct residences on Lots 5, Block 1; Lots 7 and 8, Block 2; and Lots 1 through 5, Block 9, all as depicted on page 3 of Bridgewater Filing No. 1 Preliminary Utility and Grading Plan, dated September 6, 2011, attached to the Agreement (and to this abstract);

ii. The change in the size of the *Segment 2* pipeline;

iii. Provision for the amended easement to measure 50 feet in width during construction, and 30 feet in width after construction;

iv. Clarification that KMGG will not be required to perform any further relocation or removal of any other segments within the Property covered by Easement 2, unless the Town or other governmental entity requires the change, in which case KMGG will be responsible for the work;

v. Requirements binding Surface Owner and KMGG in the event the pipeline is placed within an area designated as a landscape area within *Segment 2A* on **Exhibit B** to the Agreement (attached here), so that Surface Owner may install grasses (but not trees or shrubs) and soft or hard surface trails over and across pipeline easements, subject to the following conditions:

1. The local jurisdiction may request Surface Owner to install trees or bushes within the pipeline easements located on the Property, and in that case Surface Owner must prepare a landscape plan for review and reasonable approval by KMGG. Bushes will be preferred

over trees; and trees and bushes may not be located on the surface of the pipeline easement area within 5 feet of a pipeline;

2. KMGG may withhold its approval for the installation of trees and bushes for safety reasons or the convenient installation and maintenance of pipelines, but KMGG must propose reasonable alternatives when withholding consent to the landscape plan;

3. KMGG shall *not* be liable for damages to the trails, grasses, bushes or trees caused in whole or in part by their pipeline operations.

vi. Requirements binding Surface Owner and KMGG for *Segment 2B* on **Exhibit B:**

1. The existing pipeline in this *Segment 2B* will not be relocated or removed.

2. For *Segment 2B* and the portion of *Segment 2A* adjacent to realigned County Road 3:

a. Surface Owner will prepare a landscape plan for KMGG's reasonable approval;

b. KMGG may withhold its approval for the installation of trees and bushes for safety reasons or the convenient installation and maintenance of pipelines, but KMGG must propose reasonable alternatives when withholding consent to the landscape plan;

c. KMGG shall be liable for damages to the trails, grasses, bushes or trees caused in whole or in part by their pipeline operations. (Paragraph D)

c. Easement 3: Easement Deed dated January 16, 1988, and recorded February 13, 1986, in Book 1103 at Reception No. 02042890, to be amended to provide the following:

i. Regarding *Segment 3A* as depicted on **Exhibit B**:

1. Decommissioning or removal of *Segment 3A*, at KMGG's cost;

2. Relocation of *Segment 3A*, once new pipelines are constructed in a new easement (75 feet wide during construction, and 50 feet wide after construction) in the SW/4 of Section 17 and E/2 of Section 18, T1N, R68W, as shown on **Exhibit B**, to be documented by KMGG's right-of-way form and allowing more than one pipeline and surface appurtenances;

3. Requirements that if the pipeline is placed within an area designated as a landscape area within **Exhibit B**,

    a. Surface Owner may install grasses (but not trees or shrubs) and soft or hard surface trails over and across pipeline easements, subject to the following conditions:

    b. The local jurisdiction may request Surface Owner to install trees or bushes within the pipeline easements located on the Property, and in that case Surface Owner must prepare a landscape plan for review and reasonable approval by KMGG. Bushes will be preferred over trees; and trees and bushes may not be located on the surface of the pipeline easement area within 5 feet of a pipeline;

    c. KMGG may withhold its approval for the installation of trees and bushes for safety reasons or the convenient installation and maintenance of pipelines;

    d. KMGG shall *not* be liable for damages to the trails, grasses, bushes or trees caused in whole or in part by their pipeline operations;

    e. KMGG will be responsible for all costs of relocation and removal of *Segment 3A*. (Paragraph E)

ii. Regarding *Segment 3B* as depicted on **Exhibit B:**

    a. Surface Owner must prepare a landscape plan for review and reasonable approval by KMGG. Bushes will be preferred over trees; and trees and bushes may not be located on the surface of the pipeline easement area within 5 feet of a pipeline;

    b. KMGG may withhold its approval for the installation of trees and bushes for safety reasons or the convenient installation and maintenance of pipelines, but KMGG must propose reasonable alternatives when withholding consent to the landscape plan;

    c. KMGG shall be liable for damages to the trails, grasses, bushes or trees caused in whole or in part by their pipeline operations.

iii. Generally, confirmation that Surface Owner may not require KMGG to further relocate or remove pipelines in the Easement 3 area unless the

Town or other governmental authority requires the change, in which case KMGG will be responsible for the work. (Paragraph E)

d. **Easement 4:** Easement Deed dated June 2, 1993, and recorded June 8, 1993, Book 1386, Reception No. 02336128, to be amended to provide the following:

i. Surface Owner will not require KMGG to relocate or remove the pipeline within the property covered by Easement 4, but if the Town of Erie or another governmental entity requires a change in the pipeline location, KMGG will be responsible for the work.

ii. Surface Owner may install grasses (but not trees or shrubs) and soft or hard surface trails over and across the Easement 4, subject to the following conditions:

a. If the right-of-way lines are located in an area adjacent to Weld County Road 5, the local jurisdiction may request Surface Owner to install trees or bushes within the pipeline easements located on the Property, and in that case Surface Owner must prepare a landscape plan for review and reasonable approval by KMGG. Bushes will be preferred over trees; and trees and bushes may not be located on the surface of the pipeline easement area within 5 feet of a pipeline;

b. KMGG may withhold its approval for the installation of trees and bushes for safety reasons or the convenient installation and maintenance of pipelines;

c. KMGG shall *not* be liable for damages to the trails, grasses, bushes or trees caused in whole or in part by the pipeline operations. (Paragraph F)

e. **Easement 5:** Right-of-Way Grant dated August 20, 2007, and recorded January 1, 2009, at Reception No. 3600584, to be amended to provide for the following:

i. Extension of the easement to run the entire length of the SE/4 of Section 8 adjacent to County Road 5.

ii. The right of KMGG to construct an additional pipeline according to one of two options:

1. Option 1: KMGG could construct the new pipeline along Weld county Road 5 between the existing pipelines constructed pursuant to Easement 3 and Easement 5, as amended, provided the new pipeline des not unreasonably interfere with Surface Owner's landscape plans in that section;

a. Surface Owner must prepare a landscape plan for review and reasonable approval by KMGG;

b. KMGG may withhold its approval for the installation of trees and bushes for safety reasons or the convenient installation and maintenance of pipelines, but KMGG must propose reasonable alternatives when withholding consent to the landscape plan;

c. KMGG shall be liable for damages to the trails, grasses, bushes or trees caused in whole or in part by their pipeline operations.

2. Option 2: KMGG could change the size of the existing 4-inch pipeline constructed under Easement 5, as amended, and construct an additional pipeline to the east of the easterly most pipeline constructed under Easement 3 (and Easements 3 and 5 would be further amended to reflect the exercise of this Option 2).

Surface Owner may install grasses (but not trees or shrubs) and soft or hard surface trails over and across the Easement 4, subject to the following conditions:

a. If the right-of-way lines are located in an area adjacent to Weld County Road 5, the local jurisdiction may request Surface Owner to install trees or bushes within the pipeline easements located on the Property, and in that case Surface Owner must prepare a landscape plan for review and reasonable approval by KMGG. Bushes will be preferred over trees; and trees and bushes may not be located on the surface of the pipeline easement area within 5 feet of a pipeline;

b. KMGG may withhold its approval for the installation of trees and bushes for safety reasons or the convenient installation and maintenance of pipelines;

c. KMGG shall *not* be liable for damages to the trails, grasses, bushes or trees caused in whole or in part by the pipeline operations. (Paragraph G)

II. **KMGG's Obligation to Relocate *Segment 1* Pipeline.** In consideration for the easement amendments listed above:

a. KMGG agrees to relocate at its sole cost the pipeline in *Segment 1* shown on **Exhibit B** to a mutually agreeable location within 18 months after the effective date of the Agreement. The preferred location for the easement runs from the well head to the southeast, connecting to the line in County Road 5.

b. If required by the Town of Erie, KMGG will remove, at its cost, the abandoned pipeline shown as *Segment 5* on **Exhibit B** within 12 months after the effective date of the Agreement and release of record the right-of-way for *Segment 5*. (Paragraph H)

III. **Conflicts between Documents.** The Agreement is not intended to modify any existing agreement between Surface Owner and mineral interest owners except as such other agreement may expressly provide. (Paragraph I)

IV. **Assignment**. The Agreement may be assigned in whole or in part.

V. **Arbitration**. In the event of any controversy or claim arising under the Agreement, the parties must arbitrate in Denver in proceedings administered by the American Arbitration Association.

VI. **Inquiry Regarding Prescriptive Easements.** Note, the Agreement recites that KMGG is the current owner of various land rights consisting of recorded ***and prescriptive*** rights-of-way and easements,...." The purchase and sale agreement calls for the seller to disclose all title matters not of record, and particular inquiry regarding these prescriptive rights would be appropriate.

Exhibit B to Letter Agreement

Existing Layout

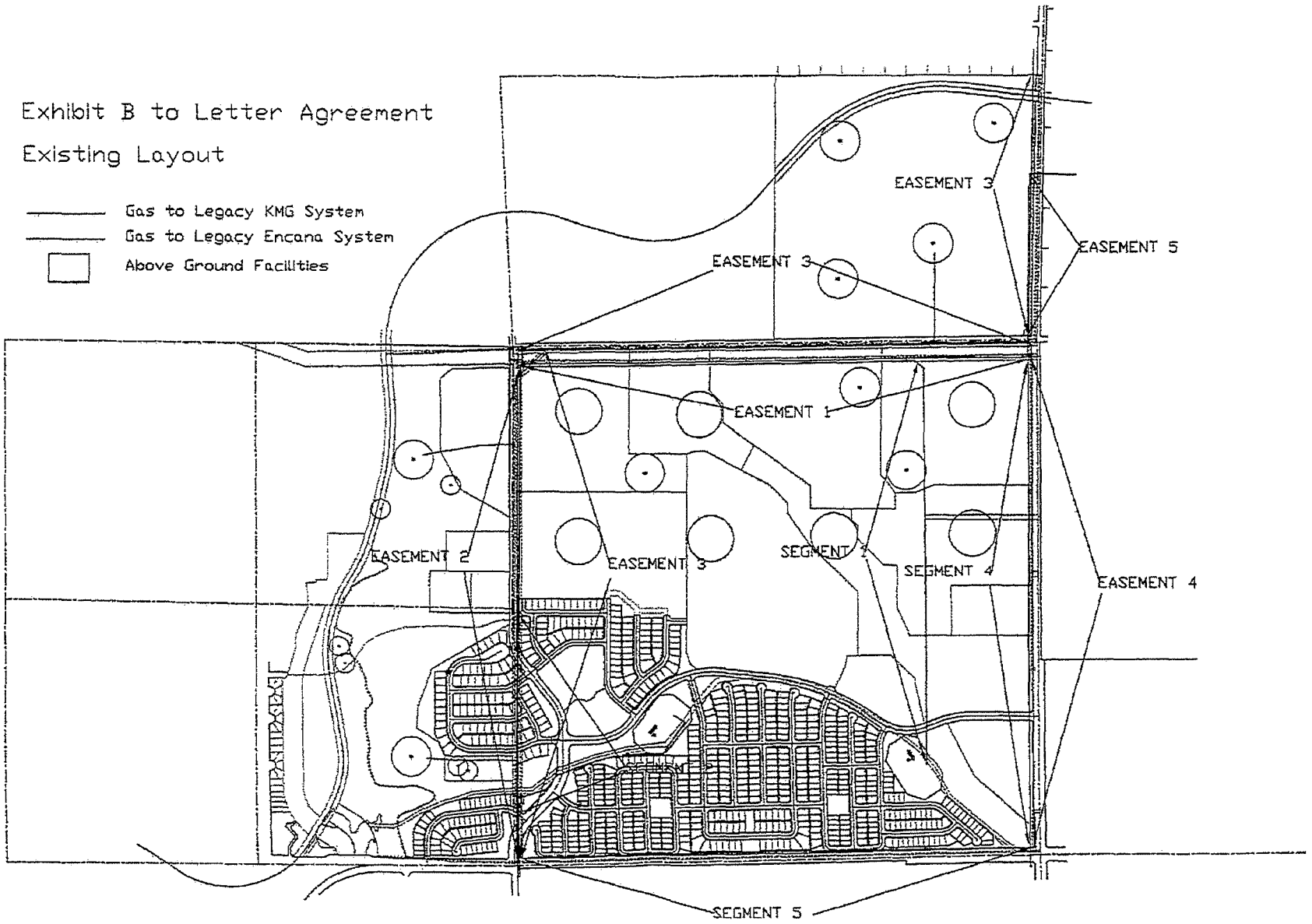


Exhibit B to Letter Agreement
Proposed Layout After Relocations

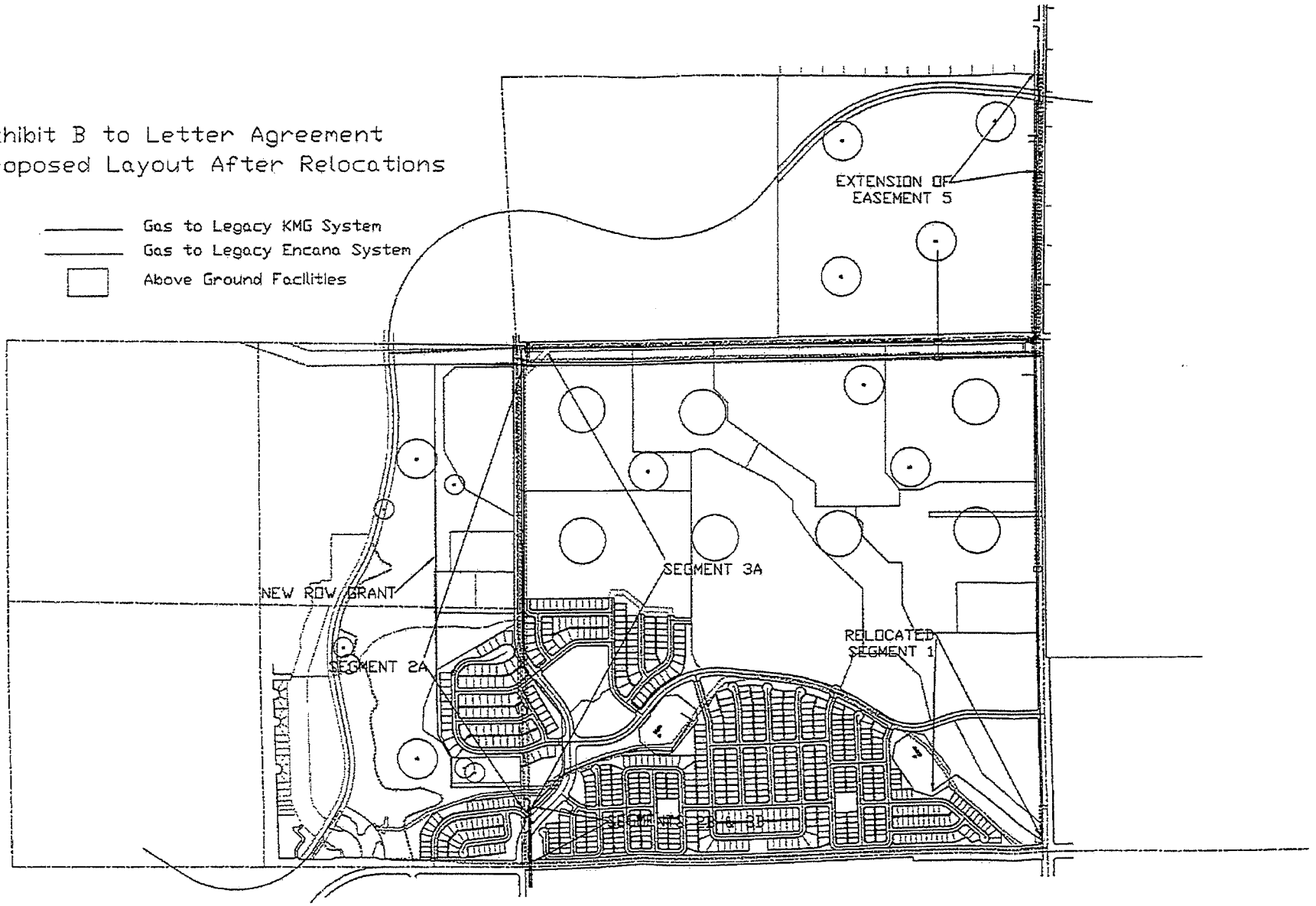
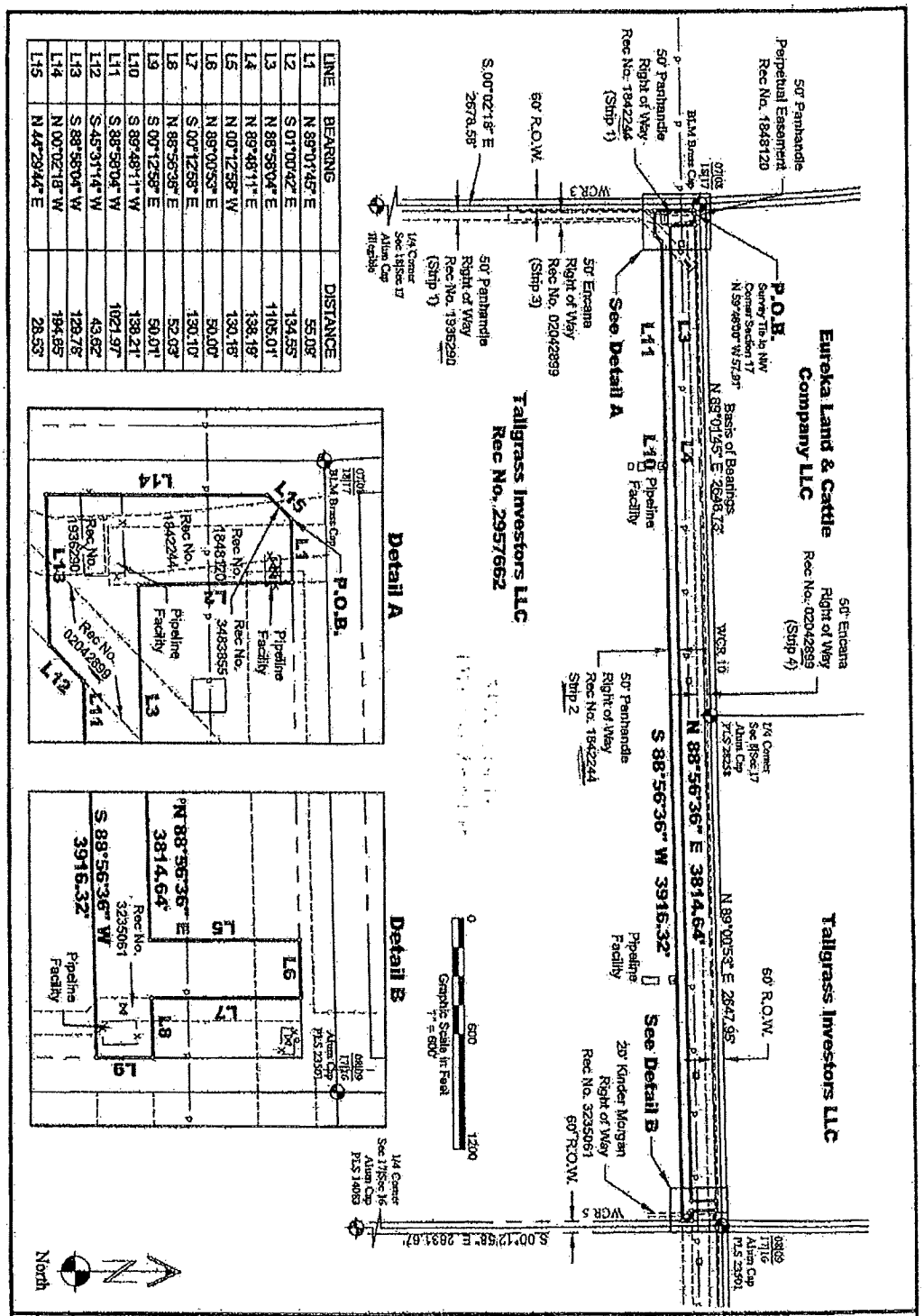


Exhibit C to Letter Agreement

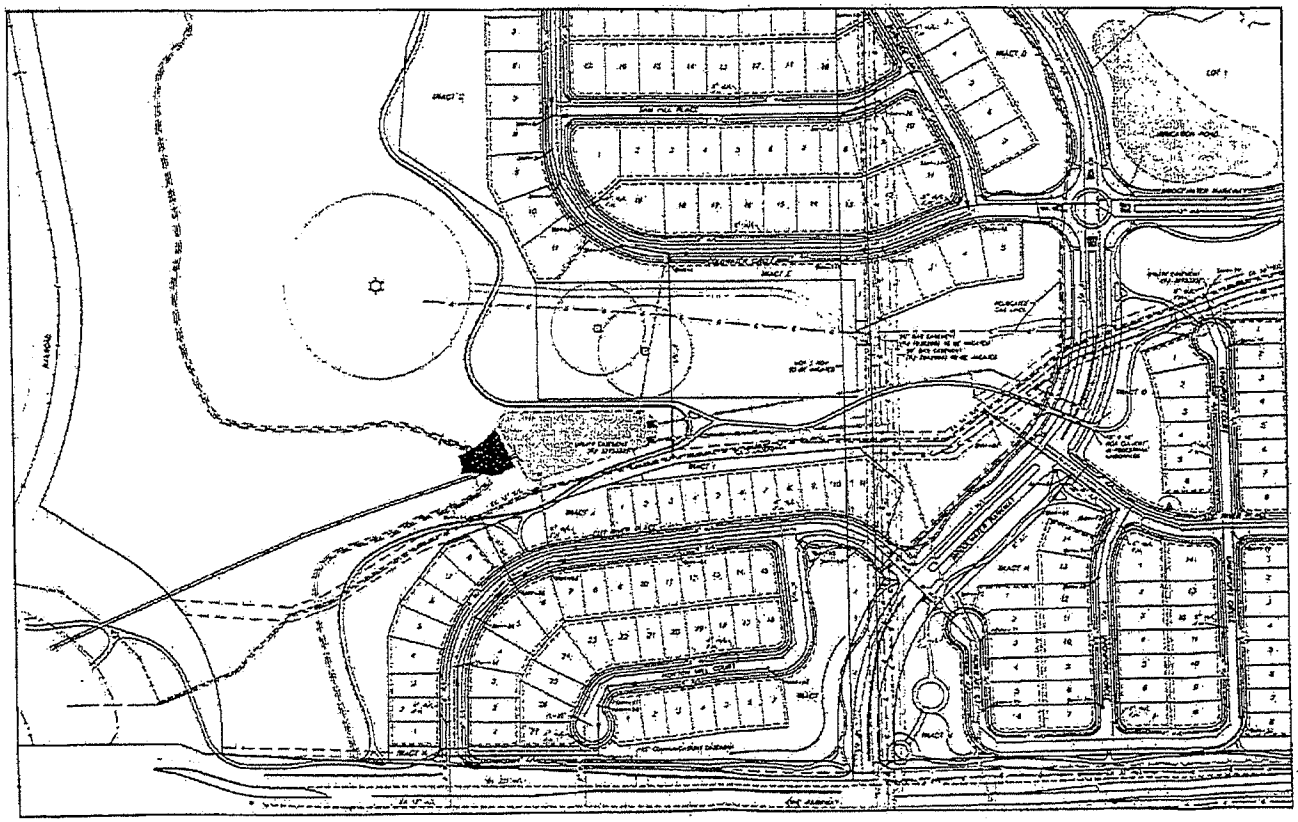


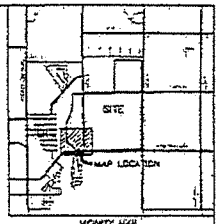
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L1	N 89°01'45" E	55.08'
L2	S 01°00'42" E	134.55'
L3	N 88°58'04" E	1105.01'
L4	N 89°48'11" E	138.19'
L5	N 00°12'58" W	130.18'
L6	N 89°00'53" E	50.00'
L7	S 00°12'58" E	130.10'
L8	N 88°56'36" E	52.03'
L9	S 00°12'58" E	50.01'
L10	S 89°48'11" W	138.21'
L11	S 88°58'04" W	1021.97'
L12	S 45°31'14" W	43.62'
L13	S 88°58'04" W	129.78'
L14	N 00°02'18" W	194.85'
L15	N 44°29'44" E	28.53'

SHEET NO. 2 OF 2	GEO SURV LAND SURVEYING AND MAPPING LAFAYETTE - WINTER PARK	KERR-McGEE Right of Way Survey	TOWNSHIP: 1 North RANGE: 68 West 6th PM COUNTY: Weld STATE: Colorado	1"=600 7/22/2011 BY: jlv	SAP AFE: 2057749 TRACKING: REVISIONS:

BRIDGEWATER FILING NO. 1
PRELIMINARY UTILITY & GRADING PLAN

SHEET 3 OF 14





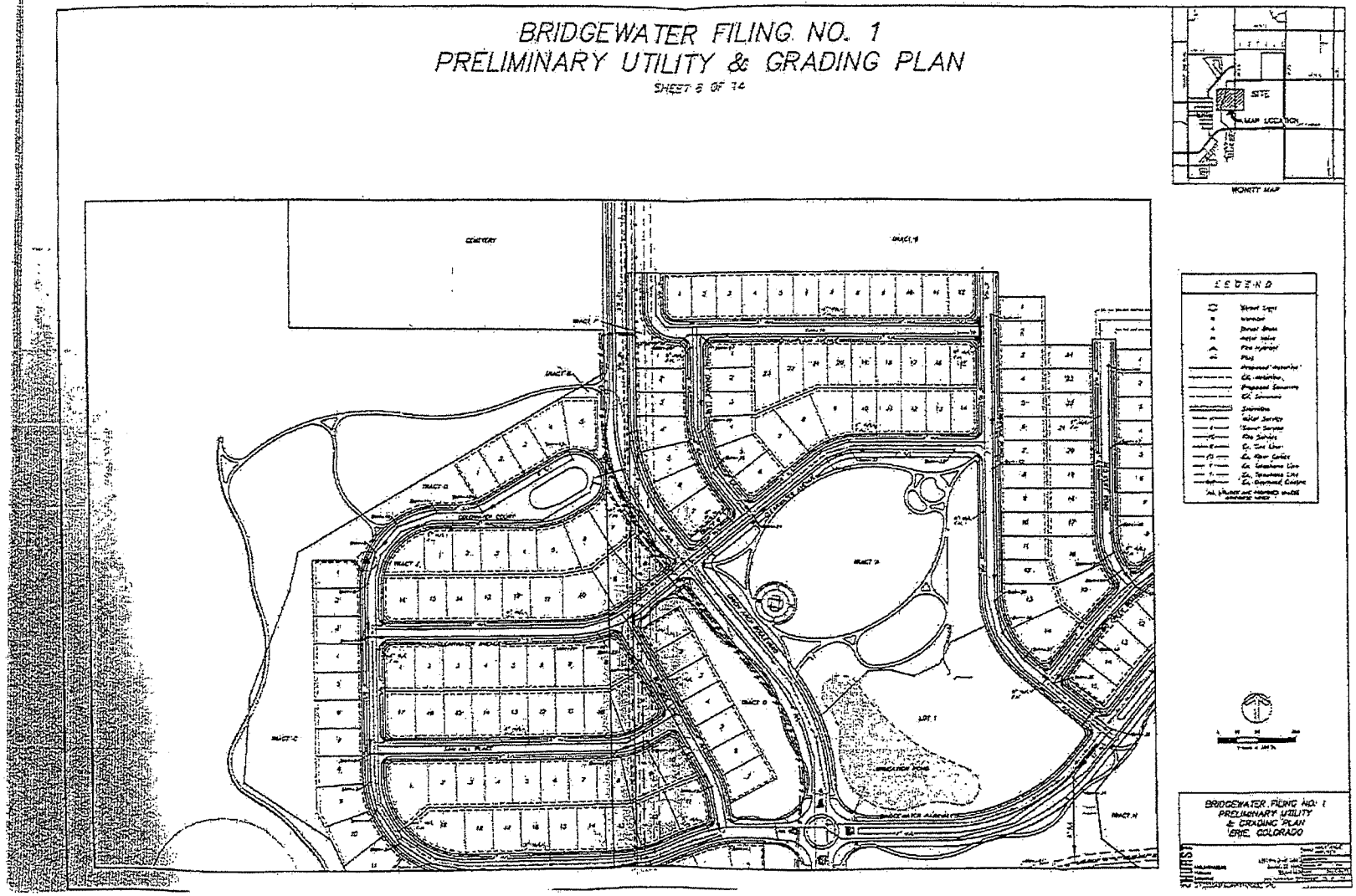
VICINITY MAP

LEGEND

BRIDGEWATER FILING NO. 1
PRELIMINARY UTILITY
& GRADING PLAN
ERIE, COLORADO

BRIDGEWATER FILING NO. 1
PRELIMINARY UTILITY & GRADING PLAN

SHEET 6 OF 14



Abstract of Surface Use Agreement

DayBreak Community, Weld County, Colorado
N/2 of Section 17, T1N, R68W

Effective Date: October 10, 2011

Recording Date/Info: November 14, 2011, Reception No. 3805168, Weld County, Colorado

Property: N/2 of Section 17, T1N, R68W

Parties:

Surface Owner:	Tallgrass Investors, LLC
Oil and Gas Mineral Interest Owners/Lessors:	Anadarko E&P Company LP, fka Union Pacific Resources Company, and Anadarko Land Corp., fka Union Pacific Land Resources Corporation (together, the **Anadarko Entities**)
Pipeline/Gas Gathering Company:	Kerr-McGee Gathering LLC (or **KMGG**)
Oil and Gas Mineral Interest Lessee:	Noble Energy, Inc. (**Noble**)

SUA Supplemented by: Letter Agreement dated October 10, 2011, among Surface Owner and Oil Companies

Abbreviations and Notes:

All number references in parentheses identify the sections of the Surface Use Agreement (**SUA**) under discussion. Consistent with the SUA, the abstract defines the Anadarko Entities and Noble, collectively, as the **Oil Companies**; and the Colorado Oil and Gas Conservation Commission as the **COGCC**.

SUA Summary:

I. **O&G Activity Areas**

The SUA identifies various areas of the Property according to the types of O&G activity allowed in the particular areas.

a. **Oil and Gas Operations Areas.**

i. O&G Companies' Permitted Uses/Restrictions.

1. O&G Wells: The Oil and Gas Operations Areas define the locations of certain Existing Wells (listed in subpart ii of this subpart I.a below) and any future O&G wells that may be developed on the Property. (1.a ; 1.b.(i); 1.f)

2. Exclusive Use: The Oil and Gas Operations Areas are designated for the exclusive use of the Oil Companies. (1.a and 1.f)

3. Permitted Uses: The location of Existing Wells and future wells and the conduct of oil and gas drilling, exploration, completion, recompletion, work-overs, fractures, refractures, plugging and abandonment activities; production and maintenance operations; the location, operation, maintenance and repair of associated oil field exploration and production equipment and facilities, including flowlines, pipelines and meters; and tanks, separators, dehydrators and compressors as necessary or convenient for the operation of (i) Existing Wells and future wells located within the Oil and Gas Operations Area and (ii) Production Facility Locations. (1.a, 1.f and 1.g)

ii. Site Locations and Sizes. The SUA describes **four** Oil and Gas Operations Areas, all shown on **Exhibit 2**, a copy of which is attached to this summary.

1. **Center of the NE/4**, which is the site of the Existing Well operated by Noble and called "East Erie #1-17," sized as shown on **Exhibit 2**. This Oil and Gas Operations Area includes (a) an "Oil and Gas Well Area," marking the site of the Existing Well and any future well, and (b) an "Oil and Gas Permanent Facilities Area," marking the location for permanent production facilities. (Recital F; 1.a; 1.b.(ii))

2. **Center of the NW/4**, which is the site of the Existing Well operated by Noble and called "East Erie 2-17 #1," sized as shown on **Exhibit 2**. (Recital F; 1.a)

3. **Center of the NW/4 NE/4**, which is the site of the Existing Well operated by Noble and called "Tallgrass 31-17" encompassing a circle with a radius of 200 feet. *Noble agreed that it will not drill new wells or locate new additional permanent production facilities within this Oil and Gas Operations Area.* In addition, at the written request of Surface Owner, the Oil Companies agree to negotiate in good faith regarding the plugging and abandonment of the Tallgrass 31-17 Well, provided that Noble determines in its sole discretion, and in consultation with the Anadarko Entities, the terms under

which it will agree to plug and abandon the Tallgrass 31-17 Well. (Recital F, 1.a, and 1.d; Supplemental Letter Agreement dated October 10, 2011)

4. **"Northeast Location," along east section line of the NE/4**, measuring 660 by 660 feet. This particular Oil and Gas Operations Area includes (a) an **Oil and Gas Permanent Facilities Area** for wells and equipment and (b) a **Temporary Drilling Area** (depicted on **Exhibit 2**) for operations related to the preparation, drilling and completion of horizontal wells and for the temporary location of production facilities for horizontal wells. (Recital F; 1.b.(ii) and (iii))

iii. Surface Owner's Restrictions and Covenants Regarding Oil and Gas Operations Areas.

1. Prohibited: Surface Owner may not plat lot lines for surface development, or construct or install any permanent or temporary building, structure or other improvement within or under the Oil and Gas Operations Areas.

2. Permitted: Surface Owner may install berms, screening, shrubs, perimeter fencing and irrigation systems adjacent to (but not within) the perimeter of the Oil and Gas Operations Areas, provided that (a) in the reasonable opinion of the Oil Company, the improvements do not impede present or future O&G operations, and (b) the Oil Companies aren't liable for damage to such installations because of the O&G operations on the Property.

3. No Public Access: Surface Owner is to cooperate with the Oil Companies to restrict public access during O&G operations in an Oil and Gas Operations Area. (1.e)

b. Temporary Drilling Area.

i. Location: Within the Oil and Gas Operations Area called the "Northeast Location."

ii. Use: No wells or permanent production facilities are allowed. The SUA permits only temporary uses relating to the drilling and completion of horizontal wells and the temporary location of production facilities.

iii. Expiration: The Oil Companies' right to use the Temporary Drilling Area expires on the *later* of (a) October 10, 2021, or (b) the commencement of construction on a building within a platted lot within the Northeast Location (NE/4 of Section 17). If the construction commencement milestone in clause (b) is the later date, Surface Owner must give the Oil Companies 90 days' advance written notice that construction will begin, and the Oil Companies shall move any production facilities located within the

Temporary Drilling Area within 60 days after that notice. (1.b.(iii) and 1.e(ii))

iv. Surface Owner's Use and Development: Surface Owner may plat the surface of the Temporary Drilling Area. However, until the expiration of the Oil Companies' right to use the Temporary Drilling Area (as explained in paragraph iii immediately above), Surface Owner may not construct or install permanent or temporary buildings or other improvements, or berms, screening, shrubs, perimeter fencing or irrigation systems within the Temporary Drilling Area.

c. **Production Facility Locations** (1.c and 1.g).

i. O&G Companies' Permitted Uses: For the construction, operation, location, maintenance and repair of drilling and production facilities and equipment, including tanks, separators, dehydrators, compressors, pipelines, flowlines and meters and other associated oil field equipment necessary or convenient for the operation and production of Existing Wells and future wells. (This use is also permitted in the four Oil and Gas Operations Areas described above.)

ii. Locations: The SUA describes two separate Production Facility Locations by reference to **Exhibit 2**. Each location consists of a circle with a radius of 200 feet.

iii. O&G Operator's Development of Production Facility Locations.

1. Existing Facilities: Noble may replace and maintain existing facilities in a Production Facility Location.

2. New Facilities: In developing any new wells in any location *other than* the Northeast Location, Noble may install new facilities in a Production Facility Location.

3. Restrictions on Noble's Development of Production Facility Locations at Requirement and Cost of Surface Owner:

a. New Facilities. Surface Owner may require that new production facilities be installed within an Oil and Gas Operations Area, as opposed to a Production Facility Location, *only if Surface Owner undertakes the following obligations:*

i. Surface Owner pays Noble and/or KMGG, as the case may be, all costs associated with the installation of the facilities in the Oil and Gas Operations Area that Noble or KMGG would not

have incurred had the facilities been installed in a Production Facility Location (including, without limitation, costs for gathering lines, meter stations and hook-up fees); and

ii. *Surface Owner grants KMGG a pipeline right-of-way at the location depicted* on **Exhibit 2** and in the form of **Exhibit 3** to the SUA.

b. Relocating Facilities. Surface Owner may require that facilities within a Production Facility Location be relocated to any Oil and Gas Operations Area (selected in Noble's discretion) following 60 days' advance notice to Noble and the payment by Surface Owner of all relocation costs, including (without limitation) costs of gathering lines, meter stations and hook-up fees.

iv. Surface Owner's Restrictions and Covenants Regarding Use of Production Location Facilities. The same prohibitions, permitted uses and covenants that apply to Surface Owner's use of Oil and Gas Operations Areas also apply to Production Facility Locations. (1.e)

II. **Access to Oil and Gas Operations Areas and Production Facility Locations**.

a. Oil Companies' Access Rights. The Oil Companies have the right to access Oil and Gas Operations Areas and Production Facility Locations as shown on **Exhibit 2**, (i) over existing routes currently in use, and (ii) over future access routes, when and if constructed. (2.a)

b. Changes in Routes During Surface Development. The parties may agree to different access routes on temporary or permanent bases, provided that Surface Owner pays all costs and expenses of relocating the routes. (2.a and 2.b)

c. Other Obligations and Costs for Surface Owner.

i. Joint Access Roads. (2.c and 2.d(1))

1. Construction. Surface Owner must construct or improve all paved or improved access roads that are jointly used by both Surface Owner or its subdivision occupants and the Oil Companies to be 30 feet or more in width, and to withstand the weight of oil field equipment (104,000 pounds, and 26,000 pounds per axle).

2. Maintenance. Surface Owner must maintain jointly used roads in good condition and repair until they are dedicated, but if an Oil Company causes damage to a road built to the specifications above, the Oil Company must pay for the repairs.

ii. Curb Cuts. Surface Owner must obtain and pay the cost of obtaining permits for curb cuts, 40 feet in width, as deemed necessary by the Oil Companies. (2.e)

d. **Oil Companies' Obligations for Oil Company Roads**. The Oil Companies must maintain any access roads reserved and used for their exclusive access, according to standards imposed by the COGCC. (2.d(2))

III. Pipelines, Flowlines and Pipeline Easements.

a. **Existing Lines.** The Oil Companies have the right to continue use, maintenance, repair and replacement of existing lines and easements, as shown on **Exhibit 2**. (3.a)

b. **Lines for Future Wells.** The oil companies have the right to use lines as shown on **Exhibit 2** that will serve future wells, and Surface Owner must grant written easements for such use on the form of **Exhibit 3** without cost to the Oil Companies. That form of Right-of-Way Grant (i) requires the grantee to lay pipe at a depth of at least 36 inches, (ii) prohibits the grantor from constructing on the easements without the grantee's consent, and (iii) obligates the grantee to indemnify the grantor for claims arising from the grantee's activities on the easement areas. (3.b)

c. **Relocation of Lines**. The Oil Companies and Surface Owner may agree to relocate lines and easements, but if Surface Owner requests the relocation, Surface Owner must pay the associated costs. (3.c)

d. **Surface Owner's Installations Underground.** Surface Owner may cross the Oil Companies' pipeline easements at approximately right angles and install and maintain access to those easements for (i) utility lines and (ii) other purposes with the applicable Oil Company's permission, not to be unreasonably withheld. The SUA includes minimum distance requirements between the Oil Company's installations and Surface Owner's installations underground. (3.e)

e. **Surface Owner's Installations on the Surface.** Surface Owner may install grasses (but not trees or shrubs) and non-permanent soft surface trails over and across pipeline easements, and paved surface trails that cross pipeline easements at generally right angles, subject to the following conditions:

i. Landscaping Along County Roads. The Town of Erie may request Surface Owner to install trees or bushes within the pipeline easements located on the Property and adjacent to Weld County Road 3 or Weld County Road 5, and Surface Owner must prepare a landscape plan for review and reasonable approval by KMGG (based on considerations such as safety issues and KMGG's ability to access the pipelines). Bushes will be preferred over trees; and trees and bushes may not be located on the surface of the pipeline easement area within 10 feet of a pipeline.

ii. Oil Companies' Liability Disclaimer. The Oil Companies will not be liable for damages to the trails, grasses, bushes or trees caused in whole or in part by their O&G operations. (3.f)

f. Oil Companies' Safety and Continued Use Requirements.

i. Safety/Security Priority. The Oil Companies may limit the use of pipeline easements by Surface Owner and its grantees for safety or security reasons.

ii. Surface Owner's Costs. Surface Owner must pay the Oil Companies all costs and expenses incurred to encase or lower pipelines and flowlines, as the Oil Companies determine reasonably necessary, to the extent those lines intersect and underlie any improvement permitted on the surface.

iii. No Interference with Pipeline Use. The Oil Companies' use of the flowlines and pipelines may not be prohibited at any time.

iv. Oil Companies' Liability Disclaimer. The Oil Companies shall not be liable for damage caused by O&G operations to improvements, landscaping, utilities or facilities permitted to be installed within or adjacent to pipeline easements. (3.g)

g. Specifications. The SUA includes specifications for pipeline and flowlines easements and installations, including installations by Surface Owner within the vicinity of the Oil Companies' lines. (3.d, 3.e and 3.h)

IV. Surface Development Requirements and Restrictions.

a. Notice of Public Hearings. Surface Owner must give the Oil Companies at least 30 days' notice before each hearing in the Town of Erie or in Weld County for the approval of a plat application or other land use application. (18)

b. Notices by Surface Owner. Surface Owner must give the Oil Companies at least 14 days' advance notice before beginning to pave current and future streets and access routes, so that the Oil Companies may lay new lines that cross under the streets or other routes. If Surface Owner fails to give the notice, the Oil Companies may bore under the paved street or route, at the cost of Surface Owner. Surface Owner must also give advance notice to and meet with representatives of the appropriate Oil Companies to locate existing lines and coordinate surface construction activities with then current and future O&G operations. (3.i and 4)

c. Notices by Oil Companies An Oil Company proposing drilling activities on the Property must give Surface Owner advance notice in accordance with the rules of the COGCC. (4)

d. Subdivision Plat Requirements. Surface Owner must identify the Oil and Gas Operations Areas, Production Facility Locations and all present and future access routes and pipeline easements on Surface Owner's subdivision plats and

applications for development. The plats must recite certain restrictions regarding the improvements allowed around those areas, as set forth in the SUA. (6)

e. **Waiver of Setback and Other Requirements**. Acknowledging that the COGCC has rules and regulations regarding the distance between a wellhead and other installations and improvements, Surface Owner has waived all setback requirements in COGCC Rule 603 and other state or local setback requirements that are inconsistent with the SUA or the exercise of the rights of the Oil Companies under it. (8)

f. **Pipeline Depth Investigation**. If the surface development plans call for roadways to cross over existing pipelines, Surface Owner must pothole or request the Oil Companies to pothole the existing and future pipelines to check the line depth. Surface Owner must pay the Oil Companies the reasonable cost of inspecting, and if necessary, lowering the pipelines, and the reasonable cost of any sub-grade work required to meet the road construction specifications. (3.j)

g. **Kerr-McGee Guidelines.** Surface Owner is to comply with "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities," attached as Exhibit 4 to the SUA. (14)

h. **Shut-In Production Payments**.

   i. Notice Requirement. Surface Owner must notify the applicable Oil Company at least 20 days before beginning construction activities with heavy equipment that crosses flowlines or pipelines or in locations adjacent to an Oil and Gas Operations Area. (5.a)

   ii. Payment Requirement. If an Oil Company reasonably decides for safety reasons to shut-in a line over which heavy equipment will be operated, or if Surface Owner requests such a shut-in, Surface Owner must pay the Oil Company the following:

      1. an amount for each day of the shut-in equal to the average daily production of the affected well for the preceding six months calculated on the basis of the days the well actually produced during the six-month period;
      2. any costs to rework the well in order to place it back in production; and
      3. any costs to replace pipelines and flowlines damaged by the surface construction activities. (5.a)

i. **Electrical Equipment Change Costs.** Surface Owner must pay any costs incurred by an Oil Company to change electrical equipment for an Oil and Gas Operations Area or Production Facility Location because of the surface development. (5.b)

j. **Road / Pipeline Relocation Costs.** If Surface Owner requests an Oil Company to relocate an access road or pipeline easement as allowed under Sections 2.b and 3.c of the SUA, Surface Owner must give the Oil Company at least 30 days' notice before the relocation. The Oil Company will provide Surface Owner with an estimate of the relocation costs within 30 days after that notice, and Surface Owner must pay the estimated costs within the next 10 days. Within a reasonable time after receipt of that payment and execution of a separate relocation agreement, the Oil Company will perform the relocation work. Upon completion, the Oil Company will provide Surface Owner with an accounting of the actual relocation costs, and the parties will true-up any shortfall or excess payment within 10 days after the accounting. (9)

k. ***Impact Mitigation***.

i. **Oil Companies' Obligations**. The Oil Companies must install, maintain and repair, at their sole cost, such fences, gates and locks around wells and production facilities as required by COGCC or the Town of Erie as a condition for a special use permit to drill wells. To the extent required by law, the Oil Companies must pay for impact mitigation measures, including environmental and hazardous materials clean-up and remediation, in connection with their operations. (12.a)

ii. **Surface Owner's Obligations**. Surface Owner must pay all costs to install such noise and visual impact mitigation measures required by Surface Owner, the Town of Erie or other local jurisdictions at or around the Oil and Gas Operations Areas and Production Facility Locations, to the extent those measures exceed COGCC regulations for areas which are not high density and which are required at the time of Surface Owner's application for development approval. The operator of a well within the particular Oil and Gas Operations Area or Production Facility may veto or protest the types and locations of impact mitigation measures for safety reasons. (12.b)

V. Surface Damage.

a. **Waiver by Surface Owner Regarding O&G Areas.** Surface Owner has waived all surface damage payments and other such payments for use of the Property pursuant to any current or future COGCC or local regulation, statute, common law or prior agreement, for every well drilled and every well site constructed within an Oil and Gas Operations Area and for all production facilities within an Oil and Gas Operations Area or a Production Facilities Location, for pipeline easements and access routes as depicted on **Exhibits 2A and 2B** (or relocated), and for the use of the Temporary Oil and Gas Operations Area. (7)

b. **Limited Use and Obligations for Other Surface Use by Oil Companies.** Apart from the Oil and Gas Operations Areas, the Production Facility Locations and the access roads and easements provided in the SUA, the use of the Property is off limits to the Oil Companies except in the event of an emergency or for reasonable, incidental, temporary and non-damaging activities. The particular Oil Company shall be strictly

and solely responsible for any damages that may occur in those limited, permitted uses. (13)

VI. **Development Agreement**.

The Union Pacific entities listed with the Anadarko Entities at the beginning of this summary (as predecessors in interest to the Anadarko Entities) and Weld county Land Company, LLC, executed an Agreement for Compatible Development dated November 14, 2000, and recorded November 17, 2000 at Reception No. 280715 (the **Development Agreement**). The Development Agreement contemplated that the owner of the surface of the Property might enter into surface use agreements in the future, and this SUA has been executed pursuant to the Development Agreement. If a provision of the SUA conflicts with the Development Agreement, the SUA controls the rights and obligations of the parties. To the extent the Development Agreement is not inconsistent with the SUA, the Development Agreement still applies to the parties. (Recitals; 17)

VII. Governmental Proceedings.

a. **No Objection by Surface Owner.** Surface Owner (i) must not object, and waives the right to object, in any forum to the use by the Oil Companies of the surface of the Property consistent with the SUA and the Development Agreement; (ii) must provide the Oil Companies with such waivers and approvals that are requested and consistent with the SUA; (iii) has waived any rights to require or request a surface inspection for proposed wells for the purpose of requesting that conditions be attached to the permit for the well; (iv) consents to multiple wells within an Oil and Gas Operations Area; and (v) has waived its rights to object or request conditions to a well permit or to request a hearing before the COGCC or to allege potential adverse impacts with respect to the wells allowed under the SUA. (10.a)

b. **No Objection by Oil Companies**. The Oil Companies have waived their right to object in any forum to a request by Surface Owner to zone or plat any of the Property, to the extent the request is consistent with the SUA. (10.b)

VIII. **Notice to Homebuilders and Home Buyers**.

Surface Owner must furnish all purchasers of any portion of the Property with an exhibit showing the location of the Oil and Gas Operations Areas, the Production Facility Locations, existing and future pipeline easements, and existing and future access routes. In addition, Surface Owner must provide all buyers with notice regarding the O&G operations on the Property and the binding effect of certain portions of the SUA, as particularly detailed in the SUA. (11)

EXHIBIT 2

3805168 11/14/2011 12:49P Weld County, CO
23 of 34 R 176.00 D 0.00 Steve Moreno Clerk & Recorder

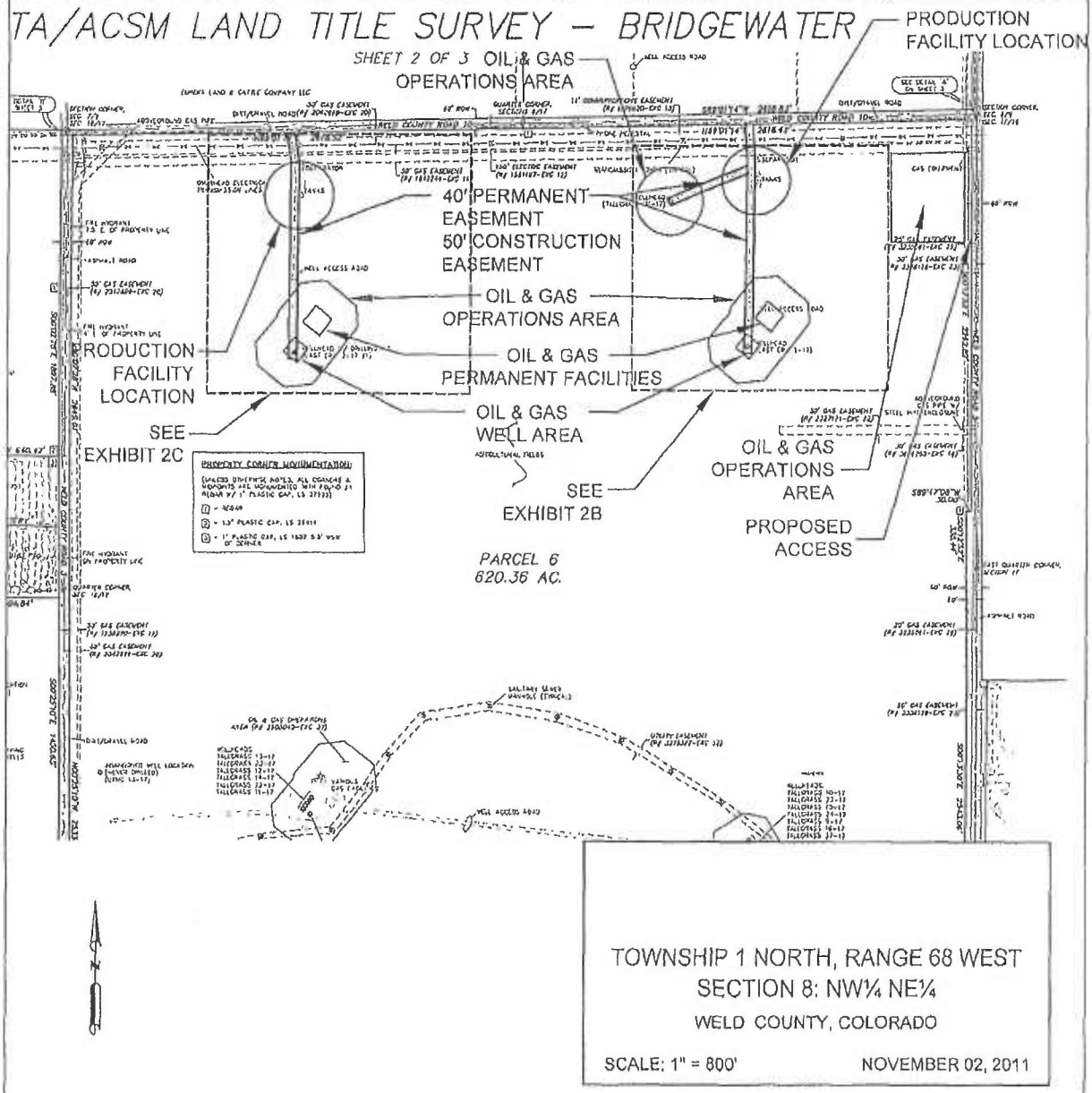
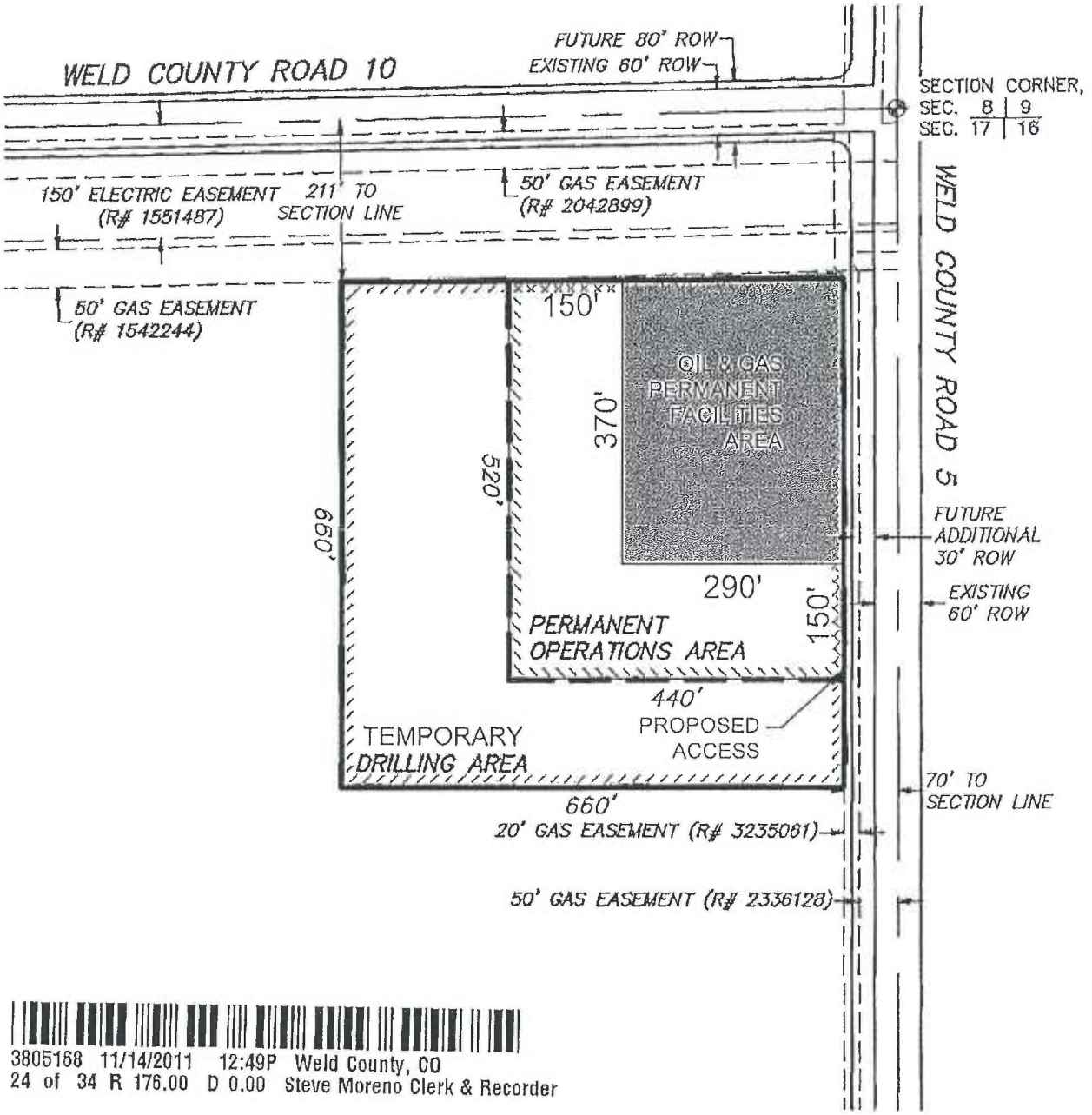


EXHIBIT 2A



3805168 11/14/2011 12:49P Weld County, CO
24 of 34 R 176.00 D 0.00 Steve Moreno Clerk & Recorder

0 100 200 400

1 inch = 200 ft.

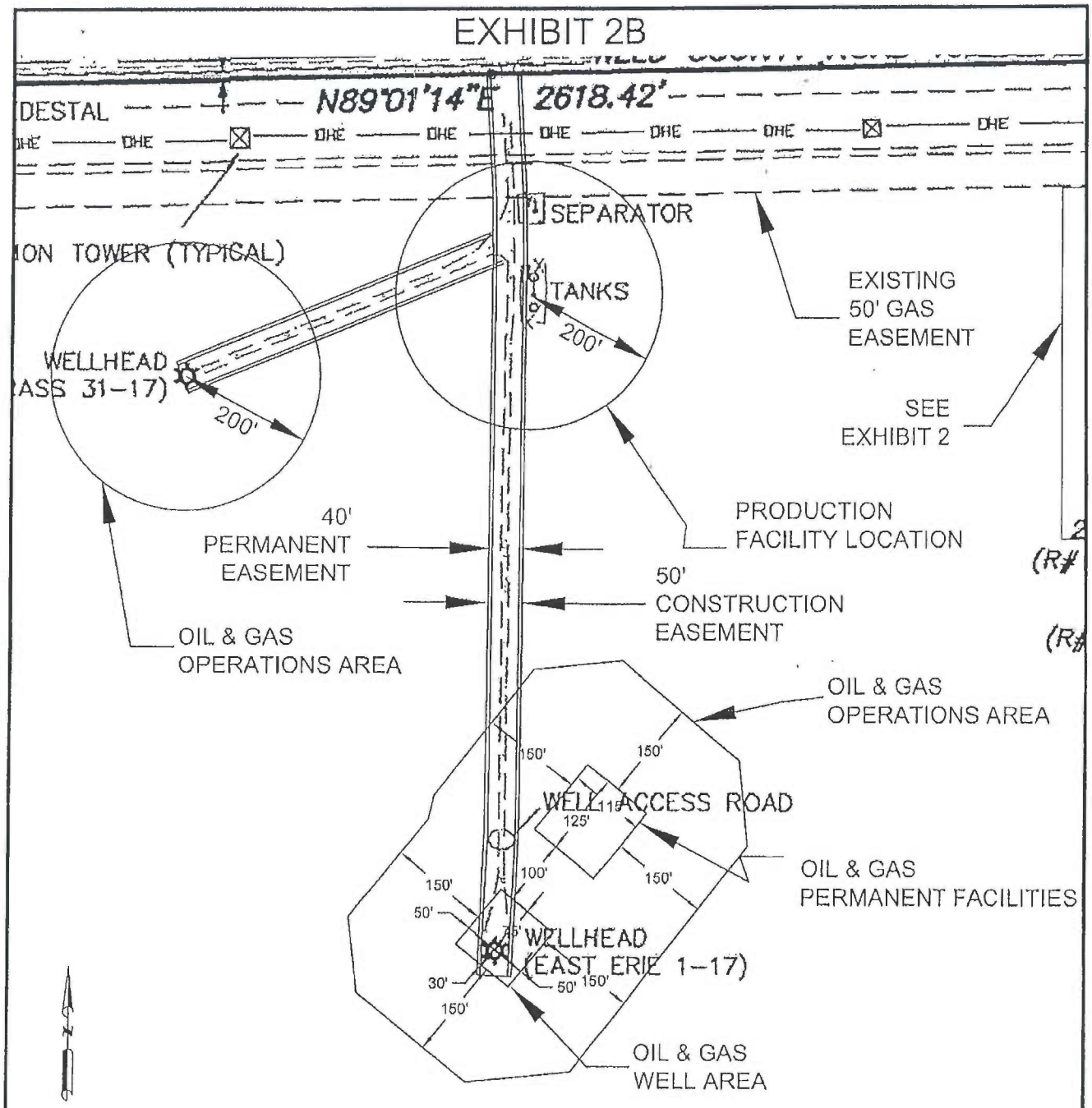
PROPOSED NOBLE
OIL & GAS OPERATIONS AREA
NE 1/4, SEC. 17, T1N, R68W
ERIE, COLORADO

HURST
1350 Pine Street, Suite
Boulder, CO 80302
303.449.9105
www.hurst-assoc.com

SCALE	HOR. 1"=200' VERT. N/A
DESIGN/APPR.	JJ
DRAWN BY	BD
DATE	09/20/11
SHEET	1 OF 1

FILE #: 2020423

EXHIBIT 2B

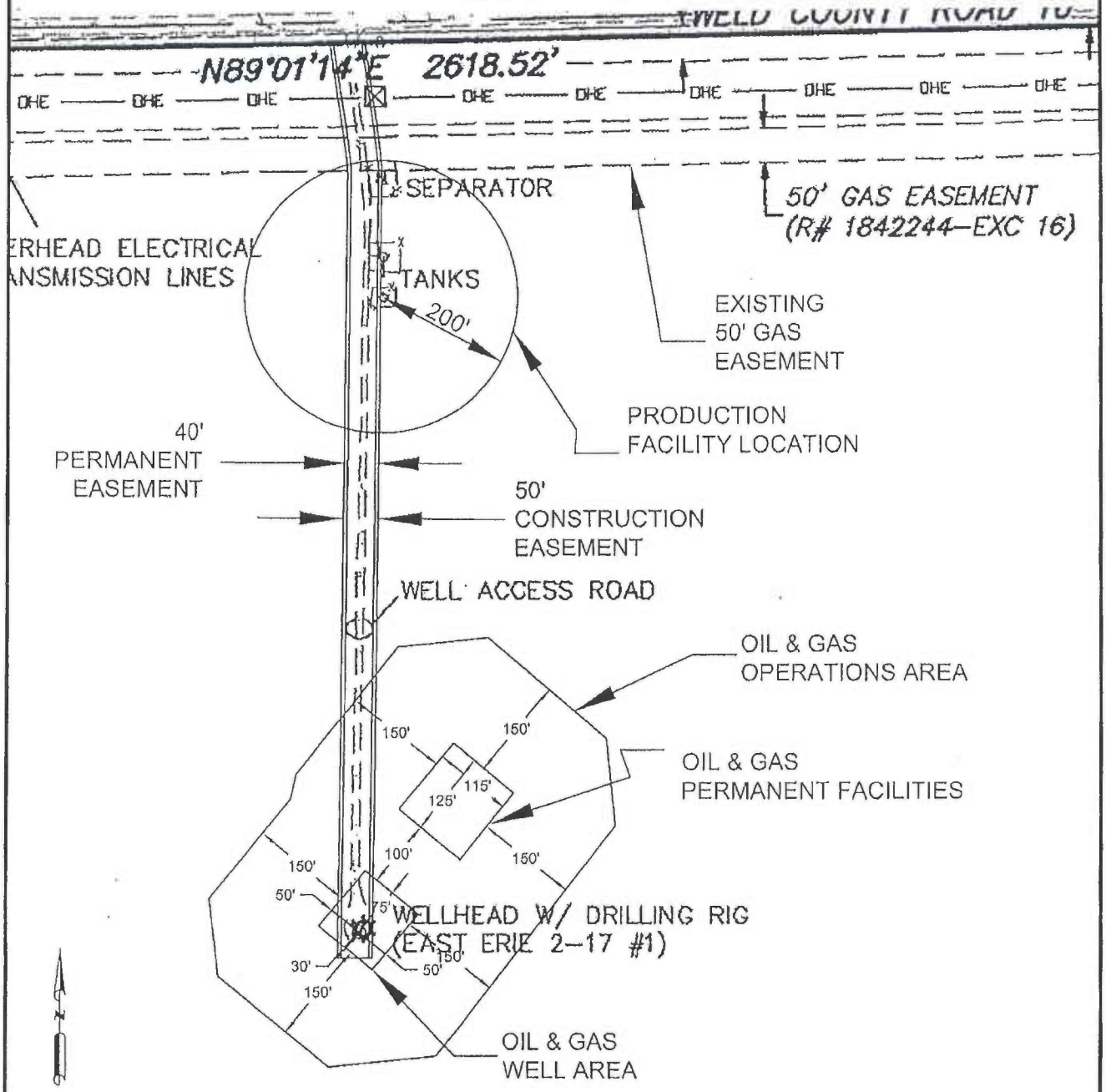


TOWNSHIP 1 NORTH, RANGE 68 WEST
SECTION 8: NE¼
WELD COUNTY, COLORADO

SCALE: 1" = 200' OCTOBER 24, 2011

3805168 11/14/2011 12:49P Weld County, CO
25 of 34 R 176.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 2C



TOWNSHIP 1 NORTH, RANGE 68 WEST
SECTION 8: NW¼
WELD COUNTY, COLORADO

SCALE: 1" = 200' OCTOBER 24, 2011

3805168 11/14/2011 12:49P Weld County, CO
26 of 34 R 176.00 D 0.00 Steve Moreno Clerk & Recorder

568

RECORDER'S MEMORANDUM
THIS DOCUMENT WAS FOUND
TO BE INADEQUATE FOR
SCANNING PURPOSES.

3799568 10/18/2011 12:26P Weld County, CO
1 of 46 R 236.00 D 0.00 Steve Moreno Clerk & Recorder

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement') is effective this 27th day of September, 2011, by and among ANADARKO E&P COMPANY LP, formerly known as Union Pacific Resources Company, and ANADARKO LAND CORP., formerly known as Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; KERR-McGEE OIL & GAS ONSHORE LP ("Kerr-McGee") with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202; KERR-McGEE GATHERING LLC ("KMGG"), also with an address of 1099 18th Street, Denver, Colorado 80202; and ENCANA OIL & GAS (USA) INC. ("Encana") with an address of 370 17th Street, Suite 1700, Denver, Colorado 80202 (the Anadarko Entities, Kerr-McGee and Encana are sometimes referred to hereinafter separately as an "Oil Company" or collectively as the "Oil Companies") and TALLGRASS INVESTORS, LLC ("Surface Owner") with an address of 2500 Arapahoe Avenue, Suite 220, Boulder, Colorado 80302.

A. Surface Owner owns the surface estate for property located within the Town of Erie ("Erie") in Weld County, Colorado, described as the E/2 of Section 18, Township 1 North, Range 68 West, which is more specifically described in the attached Exhibit 1A and hereinafter referred to as the "Section 18 Property."

B. Surface Owner also owns the surface estate for property located in Erie described as the SE/4 of Section 8, Township 1 North, Range 68 West, which is more specifically described in the attached Exhibit 1B and hereinafter referred to as the "Section 8 Property."

C. The Section 18 Property and the Section 8 Property are hereinafter referred to together as the "Property."

D. The Anadarko Entities own all of the oil and gas that underlies the Property, and either the Anadarko Entities, or their predecessors, have granted oil and gas leasehold rights in the Property. Interests in such leasehold rights have been assigned to Encana and Kerr-McGee, among other parties.

E. Union Pacific Land Resources Corporation and Union Pacific Resources Company (together the "Union Pacific entities") entered into an agreement with Weld County Land Company, LLC dated November 14, 2000, entitled "Agreement for Compatible Development" ("Development Agreement") pursuant to which the parties set forth minimum standards with which Surface Owner is required to comply to protect existing oil and gas wells on the Property and for the location of future oil and gas wells on the Property, among other things.

F. The Development Agreement was recorded in the Weld County Clerk and Recorder's Office on November 17, 2000, at Reception No. 280715.

G. The Development Agreement contemplated that Surface Owner might enter into surface use agreements in the future with the parties which own oil and gas leasehold interests in the Property to which the Union Pacific entities were required to be signatory parties.

H. Encana owns certain oil and gas leasehold interests in the Section 18 Property that it derived through the Union Pacific entities and operates two oil and/or gas wells on the Section 18 Property, one identified as the Erie Champlin B Unit #1 well, generally in the center of the NE/4, and the other identified as the Erie Champlin B Unit #2 well, generally in the center of the SE/4.

I. Predecessors to Encana and Kerr-McGee entered into a joint operating agreement pursuant to which Encana, as operator, drilled and operates five oil and/or gas wells on the Section 8 Property identified as the Woolley #43-8 in the NE/4SE/4, the Woolley #33-8 in the NW/4SE/4, the Woolley #34-8 in the SW/4SE/4, and the Woolley K Unit #1 and Woolley #44-8 in the center of the SE/4.

J. The wells identified in Recitals H. and I. are hereinafter referred to alone or together as an "Existing Well" or the "Existing Wells."

K. Kerr-McGee owns certain oil and gas leasehold interests in both the Section 18 Property and the Section 8 Property that it derived through the Union Pacific entities.

L. Encana and Kerr-McGee have rights to drill additional wells on the Property.

M. KMGG is an affiliate of the Anadarko Entities and Kerr-McGee and signs this Agreement only in its capacity as a party which gathers or may gather gas produced from the Property.

N. KMGG and Surface Owner shall enter into a letter agreement that is effective the same date as this Agreement in which KMGG and Surface Owner shall agree upon certain amendments to existing pipeline easements and right-of-way grants that cover portions of the Property and property adjacent to the Property in Section 17 and within the proposed Bridgewater development and hereinafter referred to as the "Letter Agreement."

O. This Agreement provides for the compatible development of the surface estate and the oil and gas estate for the Property and, with respect to each of the Oil Companies, applies only to the oil and gas interests and/or the oil and gas leasehold interests that each owns.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Oil and Gas Operations Areas.

a. Existing, Proposed, and Future Wellsite Locations. With respect to the Section 18 Property, the Oil Companies agree to locate future oil and gas wells only within the two areas that are identified on Exhibit 2A as the Oil and Gas Operations Areas and located generally in the centers of the NE/4 and the SE/4 of Section 18. With respect to the Section 8 Property, the Oil Companies agree to locate future oil and gas wells only within the four areas that are identified on Exhibit 2B as the Oil and Gas Operations Areas and located generally in the centers of the SE/4, NE/4SE/4, NW/4SE/4 and SW/4SE/4. The locations identified on Exhibit 2A and Exhibit 2B are hereinafter referred to separately or together as an "Oil and Gas Operations Area"

or the "Oil and Gas Operations Areas." The Oil and Gas Operations Areas shall be made available to the Oil Companies and their designated gas gatherer by Surface Owner for their exclusive use in their present condition for their oil and gas operations and the location of wells and equipment, flowlines and pipeline easements, as specifically provided for herein.

b. The Oil and Gas Operations Areas in Section 18 and the NE/4SE/4 of Section 8. Each Oil and Gas Operations Area in Section 18 and the Oil and Gas Operations Area in the NE/4SE/4 of Section 8 includes the property specifically identified and depicted on Exhibit 2A and Exhibit 2B as the: (aa) Oil and Gas Operations Area; (bb) Oil and Gas Well Area; (cc) Facilities Location; and (dd) Temporary Easement Area adjacent to the Oil and Gas Operations Area. The Temporary Easement Area and the areas within Oil and Gas Operations Areas are for oil and gas operations and the location of wells and equipment as follows:

(i) The Oil Companies may use the Temporary Easement Area for operations related to the preparation, drilling and completion of horizontal wells to be drilled at locations within an Oil and Gas Well Area within the Oil and Gas Operations Area and for the temporary location of production facilities for horizontal wells up until and only prior to the time that construction begins on a building within a platted lot within the quarter section where the Oil and Gas Operations Area is located (NE/4 or SE/4 of Section 18 or SE/4 of Section 8, as the case may be). The Oil Companies may not locate wells or permanent production facilities within the Temporary Easement Area, but may use the Temporary Easement Area only for temporary uses relating to the drilling and completion of horizontal wells and the temporary location of production facilities. The Oil Companies shall not use the Temporary Easement Area (except as provided herein) after construction begins on a building within a platted lot within the quarter section for the particular Oil and Gas Operations Area.

(ii) The Oil and Gas Operations Areas shall be the locations for oil and gas operations, Existing Wells and future wells and production facilities and flowlines and pipeline easements.

(iii) The Oil and Gas Well Areas shall be the locations for Existing Wells and additional future wells.

(iv) The Facilities Locations shall be the locations for permanent productions facilities that service the wells described in section 1.e.

(v) For each Temporary Easement Area, Surface Owner shall give the Oil Companies ninety (90) days advance written notice that it will commence the construction of a building within the applicable quarter section for the particular Oil and Gas Operations Area. The Oil Companies shall relocate any production facilities that are located within the Temporary Easement Area within sixty (60) days from the date of the notice.

(vi) In consideration of the covenants and promises contained in this Agreement and without in any way limiting section 1.e, Surface Owner specifically agrees that wells may be drilled by the Oil Companies from the Oil and Gas Operations Area in the SE/4 of Section 18 to bottomhole locations in the SW/4 of Section 18 and production facilities to service such wells located within the Oil and Gas Operations Area in the SE/4 of Section 18.

c. The Oil and Gas Operations Areas in Section 8 Other than the NE/4SE/4 Location. Each Oil and Gas Operations Area in Section 8 other than the Oil and Gas Operations Area in the NE/4SE/4 of Section 8 shall be the size and configuration depicted on Exhibit 2B and shall be available for oil and gas operations and the location of wells and production facilities, flowlines and pipeline easements.

d. Surface Lot Line Requirements. Lot lines for surface development shall not be platted anywhere within the Oil and Gas Operations Areas, and Surface Owner shall not construct or install any permanent or temporary building, structure or other improvement within or under the Oil and Gas Operations Areas; provided, however, Surface Owner may install berms, screening, shrubs, perimeter fencing and irrigation systems adjacent to (but not within) the perimeter of the Oil and Gas Operations Areas; provided that, in the reasonable opinion of the Oil Company, such improvements do not in any way impede or interfere with present or future oil and gas operations; and, provided, further, that the Oil Companies shall not be liable for damage or injury to such berms, screening, shrubs, perimeter fencing or irrigation systems that in any way occurs because of or results from oil and gas operations on the Property. Further, upon prior notice from the Oil Company, Surface Owner shall cooperate with the applicable Oil Company to insure that improvements are restricted from public access during oil and gas operations within an Oil and Gas Operations Area that require the use of heavy equipment by the Oil Company.

e. Multiple Wells within Oil and Gas Operations Areas. The Oil Companies shall continue to have the right to operate and maintain the Existing Wells and to drill, complete, operate and maintain additional wells within the Oil and Gas Operations Areas (as described herein), including vertical, twinned, replacement, directional and horizontal wells (with bottomhole locations within and outside the Property) that produce from and drain the Property as well as lands other than the Property. The Oil Companies shall have the right to deepen, complete, recomplete, workover, fracture, refracture and plug and abandon the Existing Wells and any well that is drilled in the future; provided, however, Encana agrees to permanently plug and abandon the Existing Erie Champlin B Unit #2 Well on the Section 18 Property prior to commencing drilling operations for any future well within the Section 18 Property. The Oil and Gas Operations Areas shall be for the exclusive use of oil and gas drilling, exploration, completion, recompletion, production and maintenance operations and for the location of associated oil field exploration and production equipment and facilities (including pipelines and flowlines) necessary or convenient for the operation of a well or wells located within an Oil and Gas Operations Area. Surface Owner acknowledges and understands that: i) any wells shown on the exhibits are those existing or currently planned; ii) the Oil Companies shall not be limited or restricted to the drilling of only the depicted wells or types of wells; and (iii) the actual wells drilled, including the number and their type, may differ from those shown, as may be determined by the Oil Companies in their discretion.

f. Associated Drilling and Production Equipment. The Oil Companies shall have the right to construct, operate, locate, maintain and repair such associated drilling and production equipment, including tanks, separators, dehydrators, compressors, pipelines, flowlines and meters, and also any other associated oil field equipment necessary or convenient for the operation and production of the Existing Wells, proposed wells, and future wells within the Oil and Gas Operations Areas in the Section 8 Property and within the Facility Locations within the

Oil and Gas Operations Areas in the Section 18 Property and the NE/4SE/4 of the Section 8 Property. The Oil Companies agree to install low profile tanks for future operations; provided, however, Encana shall not be required to replace the equipment that is currently located on the Property that services the Existing Wells.

2. Access to Oil and Gas Operations Areas.

a. Access to Oil and Gas Operations Areas. Surface Owner acknowledges and understands that the Oil Companies have the right to continue to use the existing access routes that they are currently utilizing and the additional proposed access (when and if constructed) to access the Oil and Gas Operations Areas as identified on Exhibit 2A and Exhibit 2B. During surface construction by Surface Owner on pertinent portions of the Property, the parties may mutually agree upon different access routes to an Oil and Gas Operations Area and thereafter to permanent access routes; provided, however, all costs and expenses for a relocation to temporary access routes and permanent access routes shall be borne by Surface Owner; and provided, further, the Oil Companies shall at all times have access to the Oil and Gas Operations Areas and pipeline easements.

b. Relocation of Access. Access to an Oil and Gas Operations Area may be changed in the future by mutual agreement of the affected parties or their successors in interest; provided however, all costs and expenses for such relocations shall be borne by Surface Owner, if the relocation is requested by Surface Owner.

c. Maintenance and Use of Joint Access Roads. Surface Owner shall keep roads jointly used by both Surface Owner or its subdivision occupants and one or more of the Oil Companies in good condition and repair until they are dedicated to a local jurisdiction; provided, however, if an Oil Company causes damage to a road that is built to the specifications in section 2.d.(1), it agrees to promptly repair any damage that it causes that is a direct result of its use of the road. No party shall unreasonably interfere with the use by the other of an access road.

d. Construction and Width of Access Roads.

(1) Access roads that are jointly used by the Oil Companies and Surface Owner shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all paved or improved access roads so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct the roads so that they can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle.

(2) Access roads that are used exclusively by the Oil Companies shall be generally thirty (30) feet in width, and the Oil Companies shall install and maintain them to applicable standards of the Colorado Oil and Gas Conservation Commission ("COGCC"). The Oil Companies shall be solely responsible for the maintenance of those portions of access roads that are used exclusively by the Oil Companies.

e. Surface Owner agrees that it will obtain and pay the costs to obtain from the local jurisdiction, permits for curb cuts as deemed necessary by the Oil Companies. Said curb cuts shall be forty (40) feet in width.

3. Pipelines, Flowlines and Pipeline Easements.

a. Pipelines, Flowlines and Pipeline Easements for Existing Wells. Surface Owner acknowledges and understands that the Oil Companies and their affiliates have the right to continue to use the flowlines, pipelines and pipeline easements that they are currently utilizing to service the Existing Wells and to construct, repair, maintain and replace the flowlines and pipelines. The locations for pipelines and flowlines that service Existing Wells that are located outside Oil and Gas Operations Areas are depicted on Exhibit 2A and Exhibit 2B.

b. Relocation or Abandonment of Existing Pipelines within Section 18 Property. With respect to the Section 18 Property, KMGG agrees to abandon in place, in accordance with COGCC Rules and Regulations, the pipeline that currently gathers the gas from the Erie Champlin B Unit #1 Well ("Champlin #1 Well") in the NE/4 of Section 18 and labeled as "proposed NE/4 abandoned gathering line" on Exhibit 2A. The parties acknowledge and understand that the proposed NE/4 abandoned gathering line will not be abandoned until the pipeline is constructed and operational on the Section 18 Property in the west portion of the property and depicted on Exhibit 2A as the "Future Pipeline Easement." KMGG also agrees to abandon in place or to relocate, as provided herein, the pipeline that currently gathers gas from the Erie Champlin B Unit #2 Well ("Champlin #2 Well") in the SE/4 of Section 18 and labeled as "proposed SE/4 abandoned or relocated gathering line" on Exhibit 2A. The parties acknowledge and understand that the proposed SE/4 abandoned or relocated gathering line will not be abandoned or relocated until Encana plugs and abandons the Champlin #2 Well and the initial pipeline is constructed and in operation in the Future Pipeline Easement. The proposed abandoned gathering lines and any relocated pipeline shall be abandoned and installed by KMGG pursuant to a separate pipeline relocation agreement in the form attached hereto as Exhibit 3.

c. Pipelines, Flowlines and Pipeline Easements for Future Wells. Pipelines and pipeline easements and also flowlines (to the extent located outside Oil and Gas Operations Areas) that service future wells shall be at the locations identified on Exhibit 2A and Exhibit 2B, or as the parties may otherwise agree, and Surface Owner shall grant the Oil Companies, or KMGG, as directed by the Oil Companies, written pipeline easements for production from the Property and other lands upon the request of the Oil Companies and at no cost to them in the form of right-of-way grant attached hereto as Exhibit 4.

d. Relocation of Pipelines and Pipeline Easements. Locations of pipelines and pipeline easements may be changed by mutual agreement of Surface Owner and the appropriate Oil Company pursuant to a separate pipeline relocation agreement; provided, however, all costs and expenses of such relocations shall be borne by Surface Owner, if the relocation is requested by Surface Owner.

e. Width and Grant of Pipeline and Flowline Easements. Pipeline easements may be nonexclusive as provided in Section 3.f. For pipeline easements in Section 8, if pipelines are relocated, and for initial installation, pipeline easements shall in all cases be fifty (50) feet in width during construction activities and reduced to thirty (30) feet in width for all operations, maintenance and transportation activities. For pipeline easements in Section 18, if pipelines are relocated, and for initial installation, pipeline easements shall in all cases be seventy-five (75)

feet in width during construction activities and reduced to fifty (50) feet in width for all operations, maintenance and transportation activities.

f. Uses Within the Pipeline Easements. Pipeline easements shall be for the use of pipelines for oil and gas production and operations; provided, however, the Oil Companies may install one or more pipelines within the same easement, and provided further, Surface Owner shall be entitled to cross such easements at approximately right angles and to install and maintain access to such easements for: i) utility lines, including those for water, gas, sewer, electric, telephone, cable, television and fiber optic; and ii) other purposes with the permission of the applicable Oil Companies, which permission shall not be unreasonably withheld; provided, however, any new underground facilities which travel along or within a pipeline easement identified herein shall be located at a distance horizontally of at least ten (10) feet from parallel existing oil and gas pipelines and flowlines, and such facilities shall have at least twenty-four (24) inches of vertical clearance between the new facility and an oil and gas pipeline or flowline provided for herein, and any overhead power lines shall be at least twenty (20) feet above the ground.

g. Surface Uses Over Pipeline Easements. In all cases, Surface Owner may install grasses (no trees or shrubs) and non-permanent soft surface trails that meander over and across pipeline easements, and it may also install paved surface trails, but only that cross pipeline easements at generally right angles. In cases where pipeline easements are located on the Property and adjacent to Weld County Road 3 or Weld County Road 5 and for the pipeline easement that runs north and south to the Oil and Gas Operations Area in the center of the SE/4 of Section 8 as depicted on Exhibit 2B for the Section 8 Property, Erie may request that Surface Owner install trees or bushes within the pipeline easement. In the event of such a request, Surface Owner shall prepare a landscape plan for review and the consent of KMGG, such consent not to be unreasonably withheld; provided however: i) installation of bushes shall be preferred to trees; and ii) trees and bushes shall not be located on the surface of the pipeline easement area within ten (10) feet of a pipeline. It shall not be unreasonable for KMGG to withhold consent to the installation of trees and bushes on a case by case basis for safety reasons or for the convenient installation and maintenance by KMGG of a pipeline or a portion of the pipeline or because of the type of bush or tree proposed by Surface Owner or the practical width of the pipeline easement given the installation of other pipelines, utilities or improvements within the same easement or proposed to be installed within the same easement, among other considerations. In all cases the Oil Companies shall not be liable for damages to the trails (both hard and soft surface), grasses, bushes or trees that are caused in whole or in part by their oil and gas operations.

h. Use of Pipeline Easements. The Oil Companies shall have the right to limit or restrict use of pipeline easements by Surface Owner and its other grantees for safety or security reasons. Surface Owner shall pay the Oil Companies all costs and expenses they incur to encase or lower pipelines and flowlines, as they determine to be reasonably necessary, to the extent that such pipelines and flowlines intersect and underlie any improvement permitted under this section. Under no circumstances shall Surface Owner prohibit the Oil Companies from the use of the flowlines and pipelines at any time. In addition, the Oil Companies shall have no liability to Surface Owner or any other parties for damage to improvements, landscaping, utilities or

facilities permitted to be installed by Surface Owner or such other parties within or adjacent to pipeline easements for damage caused by the oil and gas operations of the Oil Companies.

i. Minimum Ground Cover to be Maintained. Surface Owner shall maintain a minimum ground cover of 48 inches and not more than 72 inches over pipelines and flowlines in the conduct of its operations and its construction activities on the Property.

j. Road and Pipeline Construction/Coordination. Surface Owner will provide the Oil Companies with at least fourteen (14) days advance written notice before it begins to pave current and future streets and access routes, as applicable, in order to allow the Oil Companies the opportunity to lay new flowlines or pipelines that cross underneath the streets or access routes. If Surface Owner does not give the notice required herein, the Oil Companies may bore underneath the paved streets and access routes, such costs and expenses for the boring to be paid by Surface Owner.

k. Pipeline Depth Investigation. If Surface Owner's development plans anticipate that roadways will or may in the future cross over existing pipelines, Surface Owner will pothole or request that the Oil Companies pothole the existing and future pipelines to check the depth of such pipelines. Prior to Surface Owner's installation of a new roadway, the Oil Companies will lower, as required, the affected pipelines to sufficient depth for the road elevations. Surface Owner agrees to pay the Oil Companies the reasonable cost of inspecting and lowering the pipelines, as well as the reasonable cost of any sub-grade work required to achieve the road construction specifications.

4. Notice of Commencement of Surface Construction and Drilling Activities.

a. Surface Owner Notice. Surface Owner shall give advance notice to and meet at the site with representatives of the appropriate Oil Companies to locate existing pipelines and flowlines and to coordinate proposed surface construction activities with current and prospective oil and gas operations.

b. Oil Company Notice. The applicable Oil Company shall give notice to Surface Owner of proposed drilling activities on the Property in accordance with the rules and regulations of the COGCC, but in no event less than ten (10) days advance notice.

5. Surface Construction Activities.

a. Shut-In Production Payments. Surface Owner shall notify the applicable Oil Company at least twenty (20) days before Surface Owner intends to commence construction activities where it will utilize heavy equipment or other equipment that crosses flowlines or pipelines or that will occur adjacent to an Oil and Gas Operations Area. An Oil Company may, in its reasonable discretion, for safety purposes, shut in any pipeline or flowline over which Surface Owner's heavy earth moving equipment is to be run. Further, Surface Owner may request, or an Oil Company may elect, in its reasonable discretion, to shut in one or more of its wells during Surface Owner's construction activity on the surface of the Property. During the period of shut-in of any well, pipeline or flowline (either at the request of Surface Owner or at the discretion of the Oil Company as herein provided), Surface Owner shall pay the applicable

Oil Company an amount for each day of the shut-in equal to the average daily production of the affected well for the preceding six months calculated on the basis of the days that the well actually produced during the six month period.

Surface Owner shall also pay the Oil Company any costs to rework the well in order to place the well in production status after the shut-in and costs to replace pipelines and flowlines that are damaged by the surface construction activities of Surface Owner.

b. Electrical Equipment. Surface Owner shall pay the applicable Oil Company all costs that the Oil Company incurs to change electrical equipment for an Oil and Gas Operations Area where the Oil Company is required to make the change because of actual surface development of the Property.

6. Subdivision Plat and Local Regulations. Surface Owner shall identify the Temporary Easement Areas and the Oil and Gas Operations Areas and all present and future access routes and pipeline easements on its subdivision plats and in all applications for development that it files with a local jurisdiction. Plats shall include restrictions that no property line, permanent or temporary building, structure or other improvement, landscaping or sprinkler systems shall be located, constructed or installed within the Oil and Gas Operations Areas and pipeline easements, except as otherwise expressly permitted in sections 1.d. and 3.g. Except as expressly permitted under this Agreement, Surface Owner shall not locate temporary or permanent buildings, structures, improvements or landscaping or sprinkler systems within the Oil and Gas Operations Areas or upon or within the pipeline easements, and it shall not locate structures, improvements and equipment under the surface of the Oil and Gas Operations Areas, including but not limited to, sewer lines, gas pipelines or water lines.

7. Waiver of Surface Damage Payments. Surface Owner hereby waives all surface damage payments or other such payments for the use of the Property or portions thereof pursuant to any current or future COGCC or local regulation, state statute, common law or prior agreement for each and every well and related wellsite that is drilled and constructed within an Oil and Gas Operations Area and for all production facilities and for the pipeline easements and access routes as depicted on Exhibit 2A and Exhibit 2B (or relocated area) and for the use of the Temporary Easement Area as provided for herein. The Oil Companies may provide a copy of this Agreement to the COGCC or to any local jurisdiction, person or entity or any court of law as evidence of this waiver. The term "surface damages" shall be given the meaning commonly used in the oil and gas industry, but is not intended to be a waiver of damages caused by the negligence of the Oil Companies or their unreasonable use of the surface.

8. Waiver of Setback and Other Requirements. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rule 603 (including the high density setback rules), or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands (and shall notify parties who purchase all or portions of the Property from Surface

Owner) that the Oil Companies may cite the waiver in this section 8 in order to obtain a location requirement exception or variance under COGCC rules or from a local jurisdiction; provided, any such request for an exception location or variance is consistent with the terms of this Agreement.

9. Payment of Relocation Costs. Surface Owner shall give advance written notice to the applicable Oil Company at least thirty (30) days prior to the time that Surface Owner requests that an Oil Company relocate an access road or pipeline pursuant to sections 2.b. or 3.d. The applicable Oil Company shall thereafter provide Surface Owner with an estimate of the costs for the relocation within thirty (30) days after receipt of the notice. Surface Owner shall pay the full amount of the estimate of relocation costs to the Oil Company within ten (10) days from the date it receives the estimate. Upon receipt of the estimate of costs by Surface Owner and the execution of a separate relocation agreement, the Oil Company will within a reasonable time commence the relocation of the applicable access road or pipeline, install the same in a good and workmanlike manner, and diligently pursue such relocation work to completion within a reasonable time. Upon completion of the relocation, the Oil Company shall give Surface Owner an accounting of the costs and expenses of the relocation. If the amount of such costs exceeds the amount of the estimate, Surface Owner shall pay the Oil Company the amount of the shortfall within ten (10) days from the receipt of the accounting. If the amount of such costs is less than the amount of the estimate, the Oil Company shall reimburse the difference to Surface Owner at the time it provides the accounting to Surface Owner.

10. Governmental Proceedings.

a. Surface Owner Will Not Object. Surface Owner agrees that: i) it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and the Development Agreement, to the extent not inconsistent with this Agreement, and hereby waives any such right to object or to request a hearing; ii) it will provide such other written approvals and waivers which are requested and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirement from a surface property line or for an exception location; iii) it waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill a well and waives its right to request such conditions; iv) it consents to the location of multiple wells within an Oil and Gas Operations Area (as provided herein) that are greater or less than fifty feet apart so long as all such wells are located within the Oil and Gas Operations Area (as provided herein); and v) it waives its rights to object, request a hearing before the COGCC or that conditions be attached to a COGCC permit to drill, and to allege noncompliance with COGCC rules or applicable statutes, or to allege potential adverse impacts to public health, safety, and welfare, including the environment and wildlife resources, that are within the jurisdiction of the COGCC with respect to COGCC Applications for Permit to Drill ("Form 2") and COGCC Oil and Gas Location Assessments ("Form 2A").

b. Oil Companies Will Not Object. Except as provided in section 28.c. with respect to the Anadarko Entities, the Oil Companies agree that they will not object in any forum to a

request by Surface Owner to zone, rezone, plat or replat all or any portion of the Property to the extent such request is consistent with this Agreement and the Development Agreement, to the extent not inconsistent with this Agreement.

11. Notice to Home Builders and Homeowners. Surface Owner shall furnish all persons or entities that have a contract to purchase or that purchase all or any portion of the Property from Surface Owner with an exhibit that shows the locations of all Oil and Gas Operations Areas, existing and future pipeline easements and existing and proposed access routes. In addition, Surface Owner shall provide written notice to all such purchasers that includes as follows:

i. such buyers are not purchasing and will not own any interest in the oil and gas mineral estate;

ii. there may be ongoing oil and gas operations and production on the surface of the Property within the Oil and Gas Operations Areas, pipeline easements and access routes;

iii. additional oil and gas wells are likely to be drilled and oil and gas operations and production will likely take place on the Property, including the construction of oil and gas facilities, pipelines and flowlines, which will affect the surface of the Property within the Oil and Gas Operations Areas, pipeline easement(s) and access road(s);

iv. heavy equipment will be used by the oil and gas interest owners from time to time for oil and gas drilling and production operations, and such operations may be conducted on a 24 hour basis;

v. future purchasers of all or a portion of the Property, as successors in interest, will be bound by the covenants and provisions in this Agreement and subject to the waivers and covenants (i) included in sections 1.d., 2.a., 3.c., 7, 8, 10 and 21, among others; (ii) prohibiting the location of any building, structure, or other improvement by the purchaser within the Oil and Gas Operations Areas and pipeline easement areas; (iii) waiving objections to the drilling of wells, the construction of facilities, and the conduct of oil and gas operations on the Property consistent with this Agreement; and iii) waiving objections to the setback requirements under the rules of the COGCC or any local jurisdiction.

12. Impact Mitigation.

a. Oil Company Mitigation. The Oil Companies agree that they shall install and maintain and repair at their sole cost and expense such fences, gates and locks around the wells and production facilities as are required by the COGCC or Erie or Weld County as a condition for a special use permit to drill wells. To the extent required by law or regulation, the Oil Companies shall bear the costs of impact mitigation measures, including environmental or hazardous materials cleanup, remediation or mitigation for their individual operations on the Property.

b. Surface Owner Mitigation. Except as provided in section 12.a., Surface Owner shall bear all costs and expenses to install such noise and visual impact mitigation measures it desires or Erie or Weld County or other applicable local jurisdiction requires at or around the Oil

shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

23. Successors and Assigns. This Agreement and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of all of the parties, and the benefits of this Agreement shall inure to their personal representatives, heirs, successors and assigns. This Agreement and all of the covenants in it shall be covenants running with the land.

24. Recording. The Oil Companies shall record this Agreement with the Clerk and Recorder of Weld County promptly after it is executed by all of the parties and provide evidence to the other parties of the recording.

25. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.

26. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

27. Incorporation by Reference. Exhibits 1A, 1B, 2A, 2B, 3, 4 and 5 are incorporated into this Agreement by reference.

28. Entire Agreement and Conflicts in Agreements.

a. Entire Agreement. With respect to the matters included in them, this Agreement, the Development Agreement and the Letter Agreement set forth the entire understanding among the parties or the particular parties to the specific agreement and supersede any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

b. Conflicts Between Particular Agreements. In the event of a conflict between this Agreement and the Development Agreement for a matter specifically covered in this Agreement, this Agreement shall control. In the event of a conflict between this Agreement and the Letter Agreement for a matter specifically covered in the Letter Agreement, the Letter Agreement shall control.

c. Anadarko Entities Agreement Conditional. The agreement herein of the Anadarko Entities is conditioned upon the execution by Surface Owner of: i) the Letter

and Gas Operations Areas which are in excess of or in addition to those measures which are required by COGCC regulations for areas which are not high density and which are required at the time Surface Owner applies for surface development approvals; provided, however, the operator of the well within the particular Oil and Gas Operations Area shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

13. Limited Surface Use By Oil Companies. Except for the Oil and Gas Operations Areas and the access roads and easements associated with flowlines, gathering lines and pipelines as provided for in this Agreement, and the use of the Temporary Easement Areas as provided herein, the Oil Companies shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, for which the particular Oil Company shall be strictly and solely responsible for any damages that may occur.

14. Compliance with Kerr-McGee's General Guidelines. Surface Owner acknowledges that it has received a copy of a document from Kerr-McGee titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 1/2010) with which Surface Owner agrees to comply and which is attached as Exhibit 5.

15. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between or among the Oil Companies. The liability of the Oil Companies to perform any obligation or to comply with any agreement hereunder or to comply with any state or local rule or regulation is individual and several and not joint or collective. No Oil Company shall be liable or responsible for the acts, omissions, performance, obligations or duties of the other Oil Companies under this Agreement. Surface Owner shall look solely to the applicable Oil Company for the performance by such Oil Company of its obligations under this Agreement and compliance with applicable laws and regulations with respect to its respective oil and gas operations on the Property. The agreements herein of a particular Oil Company apply only to the extent of the oil and gas interests in the Property that are now owned or that may be owned in the future by that Oil Company. This Agreement does not create a joint venture or partnership between or among any of the Oil Companies or the Anadarko Entities. The Anadarko Entities shall in no event be liable for the acts or omissions of their lessees, assignees of such lessees or farmoutees or the contractors and subcontractors of any of them.

16. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to any Oil and Gas Operations Area, except as specifically provided in this Agreement.

17. Conflict in Agreements. In the event of a conflict between this Agreement and the Development Agreement, this Agreement shall control; provided, however, the terms of the Development Agreement shall continue to apply to the extent that they are not inconsistent with this Agreement.

18. Notice of Hearings. Surface Owner shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for approval of a plat application or other land use application for the Property that is to be held before Erie or Weld County.

19 Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing by any of: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Surface Owner:	Tallgrass Investors, LLC 2500 Arapahoe Avenue, Suite 220 Boulder, Colorado 80302 Attention: Jon Lee Fax: (303) 442-1241
Anadarko Entities Kerr-McGee and KMGG:	Anadarko Petroleum Corporation 1099 18th Street, Suite 1800 Denver, Colorado 80202
Encana:	Encana Oil & Gas (USA) Inc. 370 17th Street, Suite 1700 Denver, Colorado 80202 Attn: DJ Land Team Lead

Any party may, by written notice as provided in this section, change the address of the individual to whom delivery of notices shall be made thereafter.

20. Acknowledgment of Title to Oil and Gas. Surface Owner specifically acknowledges the title of Anadarko E&P and Anadarko Land to the oil and gas reserved for the Property and relinquishes all rights and claims thereto, and it also acknowledges the oil and gas leasehold rights that Kerr-McGee and Encana own for the Property and relinquishes all rights and claims thereto.

21. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of the Oil Companies pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with Surface Owner regarding existing and proposed oil and gas operations on the Property, including pursuant to COGCC Rules 305 and 306, as amended. Surface Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of the Oil Companies to accommodate the use of the surface of the Property by Surface Owner, existing and future, and Surface Owner waives any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

22. Construction. The parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement

Agreement; and ii) a separate letter agreement among the Anadarko Entities, Noble Energy, Inc. and Surface Owner for property included in the Bridgewater development described as the N/2 of Section 17, Township 1 North, Range 68 West.

29. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date first above written.

ANADARKO E&P COMPANY LP

By: _____
Name: David Bell
Its: Agent and Attorney-In-Fact

ENCANA OIL & GAS (USA) INC.

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: _____
Name: David Bell
Its: Agent and Attorney-In-Fact

TALLGRASS INVESTORS, LLC

By: _____
Name: _____
Its: _____

KERR-McGEE OIL & GAS ONSHORE LP

By: _____
Name: David Bell
Its: Agent and Attorney-In-Fact

Kerr-McGee Gathering LLC signs this Agreement as the entity which gathers and may in the future gather gas from wells drilled on the Property or on lands near the Property and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the provisions in section 3.

KERR-McGEE GATHERING LLC

By: _____
Name: Ronald H. Olsen
Title: Agent + Attorney-in-Fact

Agreement; and ii) a separate letter agreement among the Anadarko Entities, Noble Energy, Inc. and Surface Owner for property included in the Bridgewater development described as the N/2 of Section 17, Township 1 North, Range 68 West.

29. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date first above written.

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

ENCANA OIL & GAS (USA) INC.

By: _____
Name: Ricardo D. Gallegos
Its: Attorney In Fact

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

TALLGRASS INVESTORS, LLC

By: _____
Name: _____
Its: _____

KERR-McGEE OIL & GAS ONSHORE LP

By: _____
Name: _____
Its: _____

Kerr-McGee Gathering LLC signs this Agreement as the entity which gathers and may in the future gather gas from wells drilled on the Property or on lands near the Property and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the provisions in section 3.

KERR-McGEE GATHERING LLC

By: _____
Name: _____
Title: _____

Agreement; and ii) a separate letter agreement among the Anadarko Entities, Noble Energy, Inc. and Surface Owner for property included in the Bridgewater development described as the N/2 of Section 17, Township 1 North, Range 68 West.

29. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date first above written.

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

ENCANA OIL & GAS (USA) INC.

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

TALLGRASS INVESTORS, LLC

By: _____
Name: Jon RLEE
Its: AUTHORIZED REPRESENTATIVE

KERR-McGEE OIL & GAS ONSHORE LP

By: _____
Name: _____
Its: _____

Kerr-McGee Gathering LLC signs this Agreement as the entity which gathers and may in the future gather gas from wells drilled on the Property or on lands near the Property and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the provisions in section 3.

KERR-McGEE GATHERING LLC

By: _____
Name: _____
Title: _____

3799568 10/18/2011 12:26P Weld County, CO
18 of 46 R 236.00 D 0.00 Steve Moreno Clerk & Recorder

ACKNOWLEDGMENTS

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 10th day of October, 2011, by David Bell, as Agent and Attorney-In-Fact for ANADARKO E&P COMPANY LP.

My Commission expires: 9/27/2015:

Witness my hand and official seal.

Notary Public

M. HENCMANN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 9-27-2015

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 10th day of October, 2011, by David Bell, as Agent and Attorney-In-Fact for ANADARKO LAND CORP.

My Commission expires: 9/27/2015:

Witness my hand and official seal.

Notary Public

M. HENCMANN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 9-27-2015

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 10th day of October, 2011, by David Bell, as Agent and Attorney-In-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

My Commission expires: 9/27/2015:

Witness my hand and official seal.

Notary Public

M. HENCMANN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 9-27-2015

3799568 10/18/2011 12:26P Weld County, CO
19 of 46 R 236.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF Colorado)
Denver) ss.
COUNTY OF ~~Adams~~)

The foregoing instrument was acknowledged before me this 11th day of October, 2011, by Ronald H. Olsen, as Agent and Attorney-In-Fact for KERR-McGEE GATHERING LLC.

My Commission expires: 9/27/2015:

Witness my hand and official seal.

Notary Public

M. HENGMANN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 9-27-2015

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as _____ for ENCANA OIL & GAS (USA) INC.

My Commission expires:_____:

Witness my hand and official seal.

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as _____ for TALLGRASS INVESTORS, LLC

My Commission expires:_____:

Witness my hand and official seal.

_____
Notary Public

3799568 10/18/2011 12:26P Weld County, CO
20 of 46 R 236.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as _____ for KERR-McGEE GATHERING LLC.

My Commission expires:_____:

Witness my hand and official seal.

_____
Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 28th day of September 2011, by Rick Gallegar, as Attorney-in-Fact for ENCANA OIL & GAS (USA) INC.

My Commission expires: 11/30/2011:

Witness my hand and official seal.

Notary Public

EMILY CONRAD NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/30/2011

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as _____ for TALLGRASS INVESTORS, LLC

My Commission expires:_____:

Witness my hand and official seal.

_____
Notary Public

3799568 10/18/2011 12:26P Weld County, CO
21 of 46 R 236.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as _____ for KERR-McGEE GATHERING LLC.

My Commission expires:_____:

Witness my hand and official seal.

_____
Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as _____ for ENCANA OIL & GAS (USA) INC.

My Commission expires:_____:

Witness my hand and official seal.

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of October, 2011, by Don R. Lee, as Authorized Representative for TALLGRASS INVESTORS, LLC

My Commission expires: 4/27/2013:

LORRI L. SIMPSON NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/27/13

Witness my hand and official seal.

Lorri L. Simpson
Notary Public

3799568 10/18/2011 12:26P Weld County, CO
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Exhibit 1A

to

Surface Use Agreement effective September 27, 2011 by and among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described herein), Encana Oil & Gas (USA) Inc. and Tallgrass Investors, LLC

Legal Description of the Section 18 Property

Township 1 North, Range 68 West
Section 18: metes and bounds description
Weld County, Colorado

See attached legal description consisting of two (2) pages.

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Exhibit 1B
to
Surface Use Agreement effective September 27, 2011
by and among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described herein), Encana Oil & Gas (USA) Inc. and Tallgrass Investors, LLC

Legal Description of the Section 8 Property

Township 1 North, Range 68 West
Section 8: metes and bounds description
Weld County, Colorado

See attached legal description consisting of two (2) pages.

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Section 18 Property

A parcel of land situate in the E1/2 of Section 18, Township 1 North, Range 68 West of th 6th P.M., Weld County, more particularly described as follows:

PARCEL D

Commencing at the Northeast corner of Section 18, Township 1 North, Range 68 West, 6th P.M., from whence the East 1/4 corner of said section lies S00°02'28" E, 2678.62 feet;
Thence N89°14'48" W, 30.07 feet to the point of beginning;
Thence S00°02'28" E, 1897.89 feet parallel with and 30.00 feet distant West of the East line of the NE1/4 of Section 18 to a point on the North line of the Erie Cemetery, partially described in a deed recorded on May 23, 1968, as Reception No. 1516751;
Thence N89°59'20" W, 640.42 feet to the Northwest corner of said cemetery;
Thence S00°03'40" W, 404.65 feet to the North line of a parcel recorded in Book 30, Page 483;
Thence N89°34'58" W, 163.67 feet to the Northwest corner of said parcel;
Thence S00°04'57" E, 417.42 feet to the Southwest corner of said parcel;
Thence S89°34'58" E, 804.84 feet to a point 30.00 feet westerly of the East line of the SE1/4 of Section 18;
Thence S00°25'10" E, 1450.65 feet parallel with and 30.00 feet distant westerly of the East line of said SE1/4 to a point on the North line of a parcel recorded as Reception No 1516751;

Thence along boundary of said parcel the following three courses:
1) S89°40'50" W, 658.56 feet,
2) S00°19'10" E, 253.00 feet,
3) N89°40'50" E, 659.00 feet to a point 30.00 feet westerly of the East line of the SE1, of Section 18;

Thence S00°25'10" E, 825.08 feet to a point 30.00 feet northerly of the South line of sai SE1/4 of Section 18, said point also being the northerly right-of-way line of Weld County Road 8;
Thence N89°31'17" W, 258.53 feet, along said northerly right of way, parallel with and 30.00 feet North of the South line of said SE1/4;
Thence N86°54'04" W, 1098.49 feet along the northerly line of Weld County Road 8, as described in Book 15551, Pages 39-43, Reception Nos. 2495437-41 to a point on the easterl line of property described in Book 754 at Reception No. 1676471;

Thence along said property the following three courses:
1) N00°29'16" E, 49.80 feet;
2) 453.09 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 440.00 feet, a central angle of 59°00'00", and a chord bearing N29°00'44" W 433.33 feet;
3) N58°30'44" W, 204.67 feet to a point 50.00 feet distant southeasterly, measured at right angles, from the centerline of the main track of the Boulder branch of the Unic

(continued)

3799568 10/18/2011 12:26P Weld County, CO
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Pacific Railroad Company as presently constructed and operated, said right of way conveyed to the Union Pacific Railroad by deed recorded in Book 359 at Page 418;
Thence northerly along a line drawn parallel and/or radially with said centerline of ma. track the following nine courses:

1) 629.21 feet along the arc of a non-tangent curve to the left, said arc subtended by radius of 1007.50 feet, a central angle of 35°46'57", and a chord bearing N07°31'37 E, 619.03 feet;
2) Thence N10°21'52" W, 694.70 feet;
3) 894.20 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 1287.50 feet, a central angle of 39°47'36", and a chord bearing N09°31'57 E, 876.34 feet;
4) N29°25'45" E, 224.87 feet;
5) 463.85 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 1673.50 feet, a central angle of 15°52'51", and a chord bearing N21°29'19 E, 462.36 feet;
6) N13°32'54" E, 421.72 feet;
7) 966.21 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 2957.50 feet, a central angle of 18°43'06", and a chord bearing N04°11'21 E, 961.91 feet;
8) N05°10'12" W, 351.67 feet;
9) 165.08 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 1575.00 feet, a central angle of 06°00'20", and a chord bearing N02°10'02 W, 165.01 feet to a point on the North line of the NE1/4 of Section 18;

Thence along said North line S89°14'48" E, 1206.77 feet to the point of beginning,
EXCEPTING THEREFROM a "road right of way 8 feet in width leading to said cemetery from Erie", so described in Book 30 at Page 483.

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Section 8 Property

Two parcels of land situate in the S21/4 of Section 8, Township 1 North, Range 68 West o the 6th P.M., Weld County, more particularly described as follows:

PARCEL B

Commencing at the Southeast corner of Section 8, Township 1 North, Range 68 West, 6th P.M., from whence the East 1/4 corner of said section lies N00°49'09" E, 2674.68 feet; Thence N45°04'48" W, 41.78 feet to the point of beginning, 30.00 feet North of the South line of said section;
Thence S89°01'14" W, 2618.83 feet parallel with and 30.00 feet North of the South line o said section to a point on the North-South centerline of Section 8;
Thence N00°01'31" E, 1579.23 feet along said North-South centerline to a point on the South right of way line of the Union Pacific Railroad, said right-of-way conveyed to the Union Pacific Railroad by a deed recorded June 13, 1912, in Book 359 at Page 418, said right-of-way line being 50.00 feet distant southerly as measured at right angles or radially from the existing main track centerline;
Thence along said right of way the following three courses:

1) N42°43'40" E, 467.34 feet,
2) 1735.43 feet along the arc of a tangent curve to the right, said arc subtended by a radius of 1858.50 feet, a central angle of 53°30'06", and a chord bearing N69°28'43" E, 1673.07 feet,
3) S83°46'14" E, 772.36 feet to a point 30.00 feet West of the East line of the S1/2 of the section;

Thence S00°49'09" W, 2380.71 feet parallel with and 30.00 feet West of the East line of the S1/2 to the point of beginning.

(continued)

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PARCEL B-1

Commencing at the East 1/4 corner of Section 8, Township 1 North, Range 68 West, 6th P.M. from whence the Southeast corner of said section lies S00°49'09" W, 2674.68 feet;
Thence along the East-West centerline S89°35'35" W, 30.00 feet to the point of beginning;
Thence S00°49'09" W, 163.81 feet parallel with and 30.00 feet West of the East line of th S1/2 of Section 8 to a point on the northerly right-of-way line of the Union Pacific Railroad, said right of way conveyed to the Union Pacific Railroad by a deed recorded Jur 13, 1912, in Book 359 at Page 418, said right-of-way line being 50.00 feet distant northerly as measured at right angles or radially from the existing main track centerline;
Thence following said northerly right of way the following three courses:

1) N83°46'14" W, 762.89 feet,
2) 1828.81 feet along the arc of a tangent curve to the left, said arc subtended by a radius of 1958.50 feet, a central angle of 53°30'06", and a chord bearing S69°28'43" W, 1763.09 feet;
3) S42°43'40" W, 358.98 feet to a point on the North-South centerline of Section 8;

Thence N00°01'31" E, 943.91 feet along said North-South centerline to a point on the East-West centerline of said Section 8;
Thence N89°35'35" E, 2655.15 feet along the East-West centerline to the point of beginning.

(continued)

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Exhibit 2A

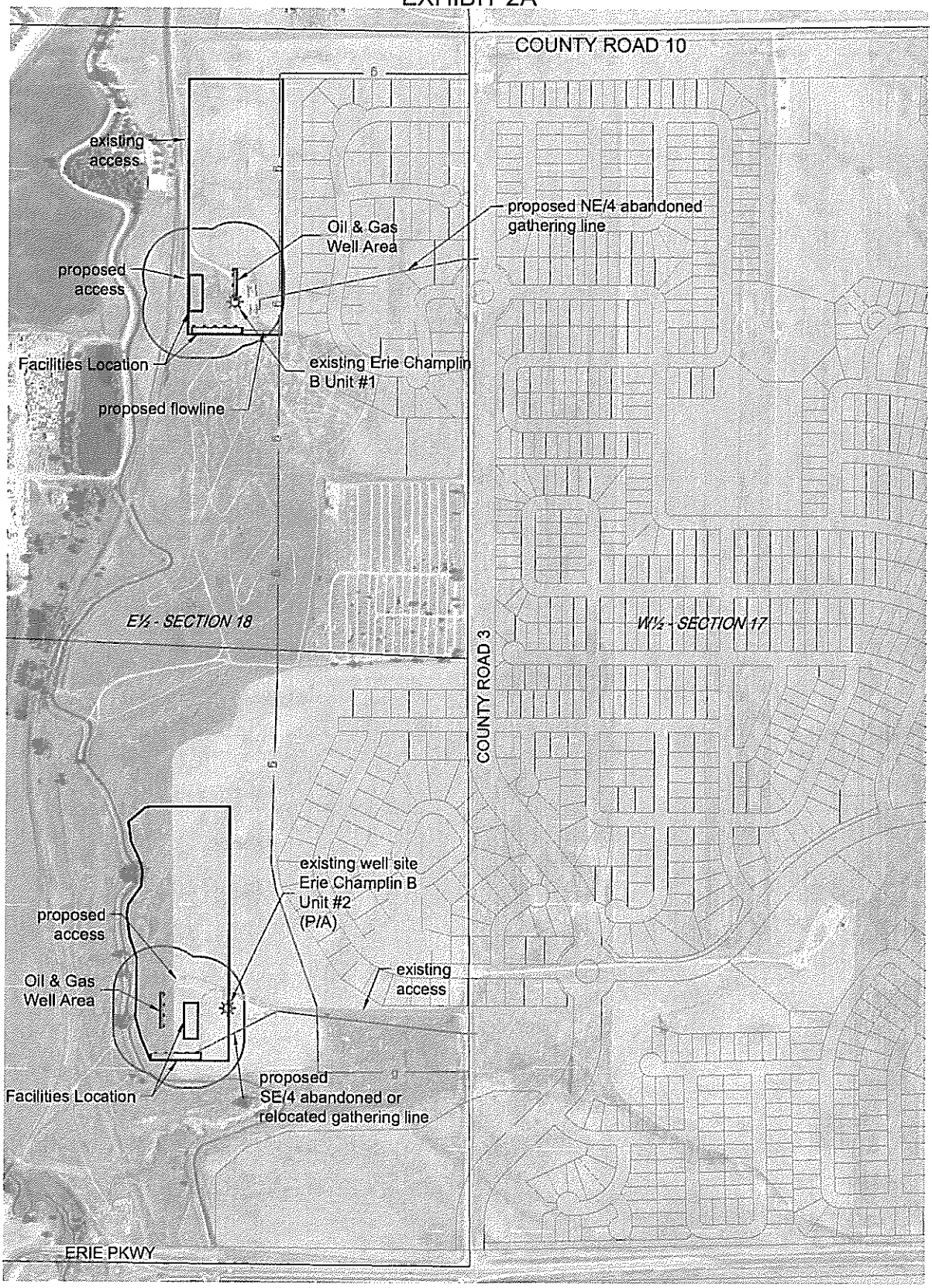
to

Surface Use Agreement effective September 27, 2011 by and among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described herein), Encana Oil & Gas (USA) Inc. and Tallgrass Investors, LLC

See attached Plats consisting of three (3) pages for the Section 18 Property.

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EXHIBIT 2A



PROPOSED ACCESS

FUTURE PIPELINE EASEMENT (75' TEMPORARY & 50' PERMANENT)

TEMPORARY EASEMENT AREA

OIL & GAS OPERATIONS AREA

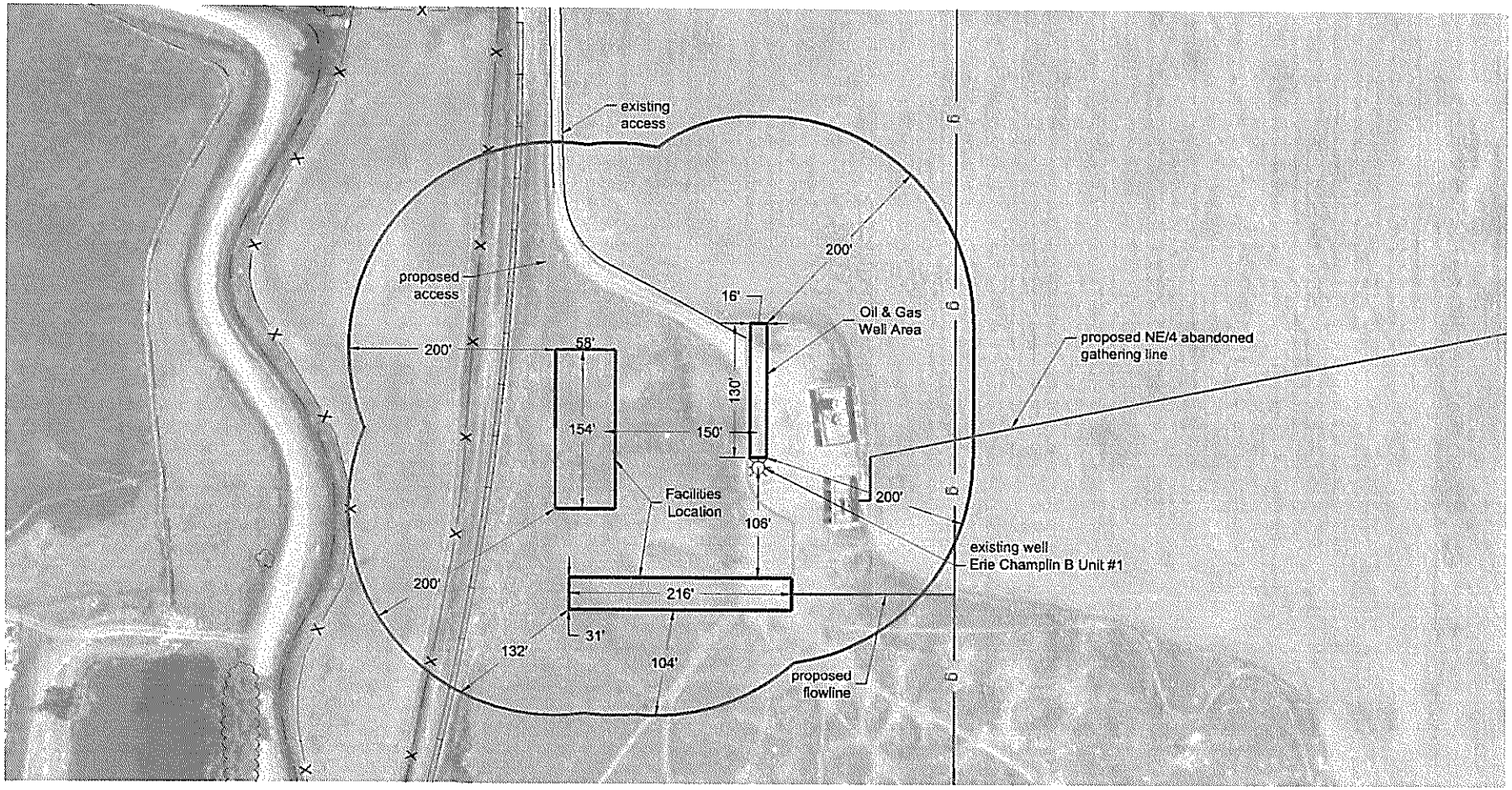
encana

TOWNSHIP 1 NORTH, RANGE 68 WEST
A PORTION OF SECTIONS 17 & 18
WELD COUNTY, COLORADO

SCALE: 1" = 400' SEPTEMBER 26, 2011

EXHIBIT 2A.1

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OIL & GAS OPERATIONS AREA

PROPOSED ACCESS

g — FUTURE PIPELINE EASEMENT
(75' TEMPORARY & 50' PERMANENT)

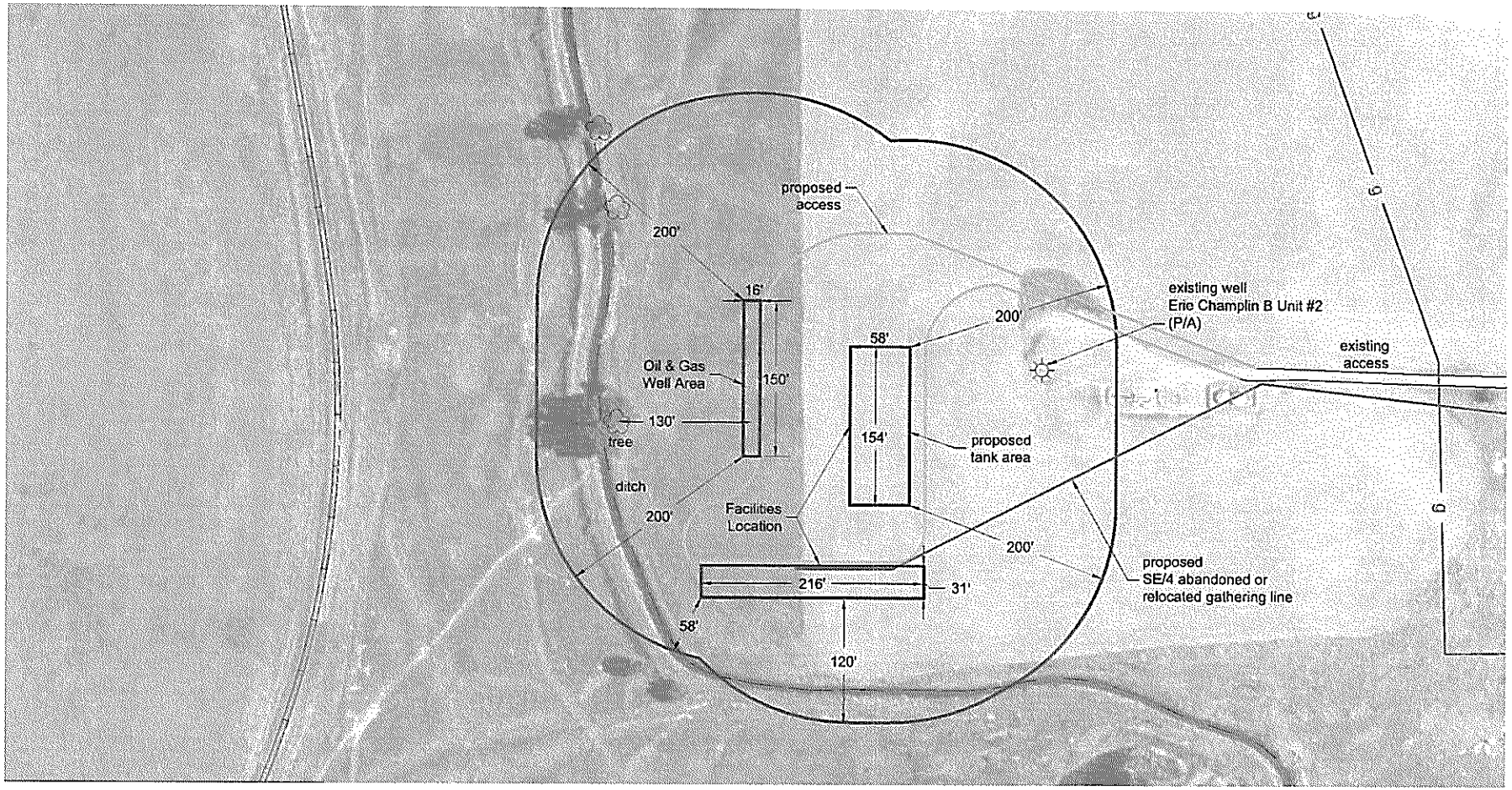
encana.

TOWNSHIP 1 NORTH, RANGE 68 WEST
SECTION 18: NE¼
WELD COUNTY, COLORADO

SCALE: 1" = 150' SEPTEMBER 26, 2011

EXHIBIT 2A.2

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OIL & GAS OPERATIONS AREA

PROPOSED ACCESS

g — FUTURE PIPELINE EASEMENT
(75' TEMPORARY & 50' PERMANENT)

encana

TOWNSHIP 1 NORTH, RANGE 68 WEST
SECTION 18: SE¼
WELD COUNTY, COLORADO

SCALE: 1" = 150' SEPTEMBER 26, 2011

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Exhibit 2B

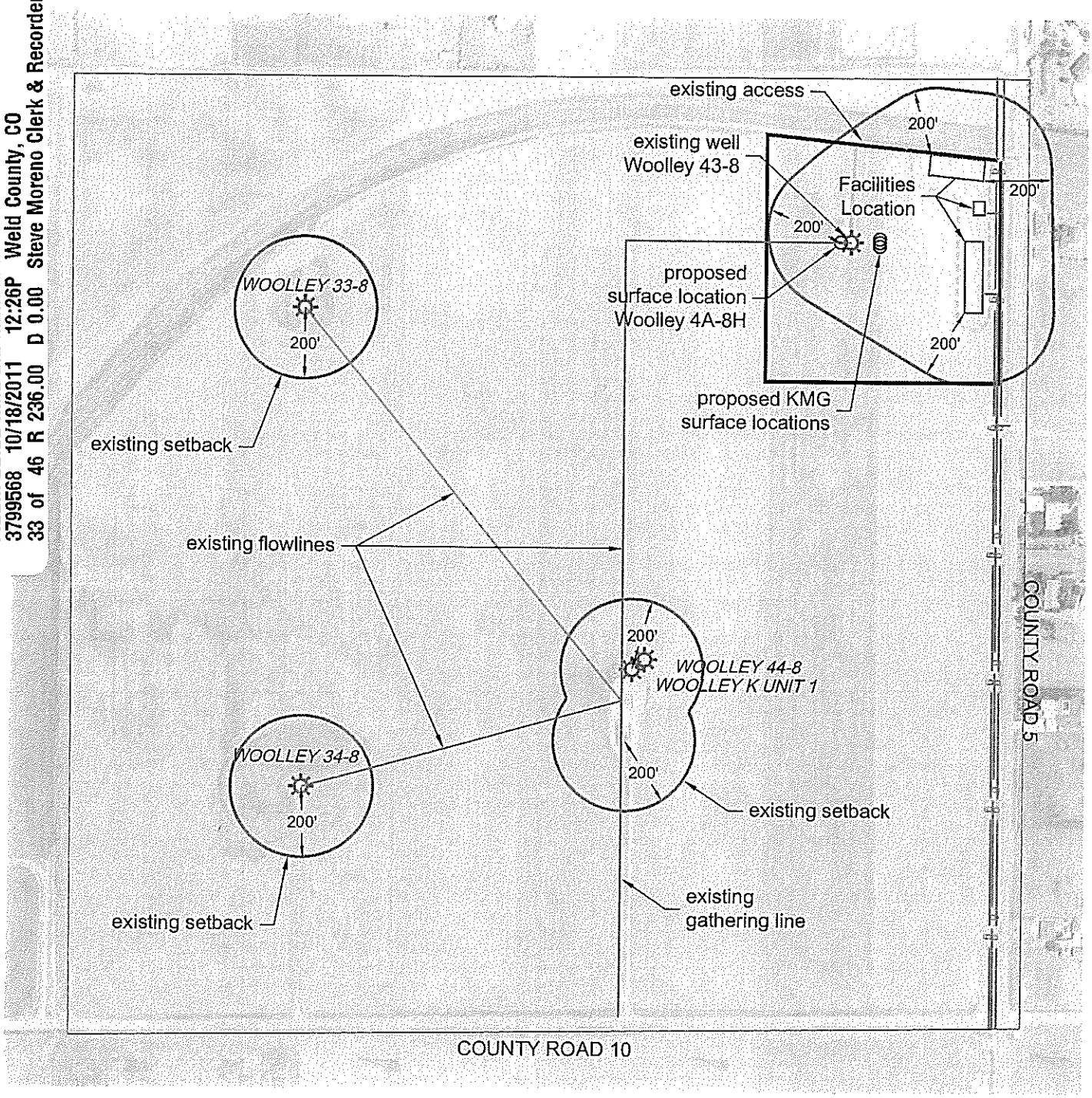
to

Surface Use Agreement effective September 27, 2011 by and among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described herein), Encana Oil & Gas (USA) Inc. and Tallgrass Investors, LLC

See attached Plats consisting of two (2) pages for the Section 8 Property.

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EXHIBIT 2B



TEMPORARY EASEMENT AREA

OIL & GAS OPERATIONS AREA

PROPOSED FUTURE PIPELINE EASEMENT
(50' TEMPORARY & 30' PERMANENT)

PROPOSED ACCESS

encana

TOWNSHIP 1 NORTH, RANGE 68 WEST
SECTION 8: SE¼

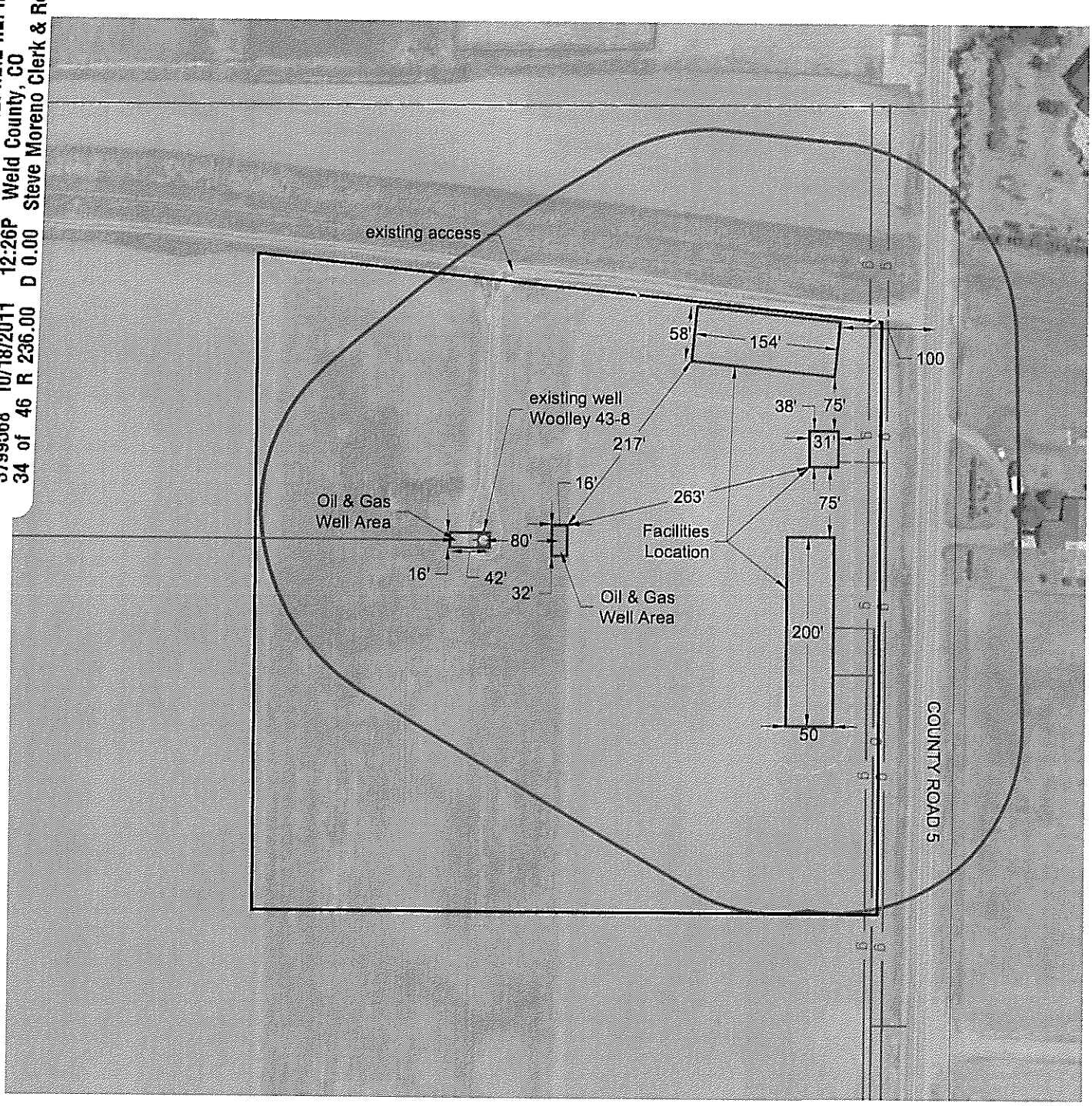
WELD COUNTY, COLORADO

SCALE: 1" = 400'

OCTOBER 12, 2011

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EXHIBIT 2B.1



TEMPORARY EASEMENT AREA

OIL & GAS OPERATIONS AREA

g PROPOSED FUTURE PIPELINE EASEMENT (50' TEMPORARY & 30' PERMANENT)

PROPOSED ACCESS

encana
natural gas

TOWNSHIP 1 NORTH, RANGE 68 WEST
SECTION 8: NE¼SE¼
WELD COUNTY, COLORADO

SCALE: 1" = 150'

OCTOBER 10, 2011

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Exhibit 3
to
Surface Use Agreement effective September 27, 2011
by and among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described herein), Encana Oil & Gas (USA) Inc. and Tallgrass Investors, LLC

AGREEMENT FOR RELOCATION OF PIPELINE AND RIGHT-OF-WAY

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__, by and between **Tallgrass Investors, LLC** ("Tallgrass"), whose address is 2500 Arapahoe Avenue, Suite 220, Boulder, Colorado 80302 and **Kerr-McGee Gathering LLC** ("KMGG"), a Colorado limited liability company, whose address is 1099 18th Street, Denver, Colorado 80202.

RECITALS

A. KMGG is the successor in interest to a Right-of-Way Grant ("Easement") across a portion of the ____ of Section ____, Township 1 North, Range 68 West of the 6th P.M. in Weld County, Colorado. The Easement was originally conveyed to _____ for natural gas pipeline purposes by instrument recorded_____, reception #_____, of the records of the Weld County Clerk and Recorder.

B. Tallgrass is the current owner of a portion of the ___ of Section ___, Township 1 North, Range 68 West, 6th P.M., Weld County, Colorado (the "Property").

C. Tallgrass plans to develop the surface of the Property as a part of a residential development known as Bridgewater.

D. In order to accommodate the proposed development of the Property by Tallgrass, KMGG agrees to release a portion of the Easement lying within and across the Property and in consideration therefore, Tallgrass agrees to provide a Right-of-Way so that KMGG's pipeline(s) can be physically relocated and operated.

NOW, THEREFORE, in consideration of the covenants contained herein and the mutual benefits to be derived, KMGG and Tallgrass agree as follows:

1. Partial Release. KMGG shall execute and deliver a Partial Release of Easement (Exhibit "D") relinquishing and quitclaiming unto Tallgrass, the Easement, insofar, and only insofar, as it crosses or lies within the Property. Said Partial Release of Easement will be provided after delivery of the new Right-of-Way, as provided below, and after the physical relocation of the pipeline(s) and the tie-in of the relocated pipeline(s).

2. Amendment of Right-of-Way. Upon removal and rerouting of the existing pipelines from their current locations, KMGG shall execute and deliver an Amendment of Right-of-Way on the form attached hereto as Exhibit "A" and incorporated herein by this reference, amending permanently KMGG's pipeline Right-of-Way to the route(s) set forth and described in Exhibit "B" attached hereto which shall be attached to the Amendment as Exhibit "A". The Amendment will be provided after the physical relocation of the pipeline(s) and the tie-in of the relocated pipeline(s).

3. Conveyance of Right-of-Way. Tallgrass hereby agrees to provide and deliver to KMGG, prior to the actual placement and operation of new pipeline, an executed and recordable new Right-of-Way conveying unto KMGG, its successors and assigns, a perpetual right-of-way and easement for pipeline purposes on the form attached hereto as Exhibit "C". The new Right-of-Way shall be for the purposes of, and convey rights to survey, construct, install, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at KMGG's election, pipelines and all appurtenances, above or below ground, reasonably necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons, and any other substances, whether fluid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing. The width of the New Right-of-Way shall be _____ feet (___') during construction of the relocated portion of the pipeline(s) and any maintenance thereto, and subsequent to construction shall be _____ feet (___').

4. Title and Authority. Tallgrass represents and warrants to KMGG that Tallgrass is the sole owner in fee simple of the lands described in Exhibit "B" and Exhibit "C", being the route(s) of the Amended Right-of-Way and new Right-of-Way, respectively, and that Tallgrass has full power, right and authority to execute and deliver the Amendment of the Right-of-Way and new Rights-of-Way.

5. Senior Rights. KMGG acknowledges that all routes are non-exclusive and agrees that it will not object to the concurrent use of the routes by Tallgrass, utilities providers and other operators as Tallgrass may grant from time to time; provided, however, that such concurrent use does not in any way interfere with the use of the routes by KMGG. All pipes shall be placed with a minimum horizontal clearance of ten (10) feet from all other pipelines and utilities; and a minimum vertical clearance of eighteen (18) inches from all other pipelines and utilities. KMGG's "General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr- McGee Oil & Gas Onshore LP Pipelines and Related Facilities" shall be strictly adhered to at all times. Said General Guidelines are attached hereto as Exhibit "F". Tallgrass further represents and warrants that it has full power, right and authority to enter into this Agreement and to make the covenants set forth herein.

6. Title Insurance. Tallgrass must deliver to KMGG a title commitment from an insurer acceptable to KMGG with any request for the relocation of any pipeline. If any of the exceptions contained in Schedule B-2 of said title commitment are (i) senior liens or encumbrances on the land upon which the right(s)-of-way to be granted to KMGG pursuant to this Agreement are to be located; or (ii) deemed by KMGG to infringe on its right of free use and enjoyment of new right(s)-of-way granted under this Agreement, the liens or encumbrances must be released or subordinated and any infringements must be cured by Tallgrass prior to the relocation of any pipelines. Prior to commencing any relocation activities, Tallgrass must furnish KMGG with a policy of title insurance insuring KMGG's title to its right(s)-of-way against any senior lien or encumbrance and against any interest that may interfere with KMGG's quiet enjoyment of the right(s)-of-way to be granted pursuant to this Agreement. KMGG will not be required to relocate any pipeline unless and until it has been furnished with a policy of title insurance that is satisfactory to it.

7. Pipeline Relocation Expense. KMGG has prepared a good faith estimate of the costs and expenses to be incurred in the pipeline relocation project and a summary of those costs and expenses is set forth on Exhibit "E" hereto. Costs include KMGG's corporate overhead of fifteen percent (15%) for the legal, engineering, and other administrative costs necessary to process and complete the relocation. Upon execution of this Agreement, Tallgrass will pay

KMGG the total estimated cost of pipeline relocation, which is $_____. It is understood that this amount is only an estimate and that Tallgrass shall be obligated to pay or reimburse KMGG for all actual costs and expenses related to the pipeline relocation. Upon conclusion of the relocation, the parties shall reconcile the costs incurred and payments made, with appropriate adjustments and reimbursements to Tallgrass or supplemental payments to KMGG being made within one-hundred twenty (120) days after the pipeline relocation is completed.

8. Amendments. This Agreement cannot be modified, except by a written agreement signed by both parties hereto.

9. Binding Effect. The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement shall be a covenant running with the Property and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Tallgrass and KMGG.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TALLGRASS INVESTORS, LLC

By: _____

Title: _____

KERR-MCGEE GATHERING LLC
a Colorado limited liability company

By: _____
_____, Agent and Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, as _____, on behalf of _____ .

Witness my hand and official Seal.

My Commission Expires:_____

_____
Notary Public

(SEAL)

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____ as Agent and Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, a Delaware Limited Partnership, in its capacity as Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official Seal.

My Commission Expires: _____

_____
Notary Public

(SEAL)

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Exhibit 4
to
Surface Use Agreement effective September 27, 2011
by and among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described herein), Encana Oil & Gas (USA) Inc. and Tallgrass Investors, LLC

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this ____ day of _____, 20__, from TALLGRASS INVESTORS, LLC with an address of 2500 Arapahoe Avenue, Suite 220, Boulder, Colorado 80302 ("Grantor") to _____, with an address of _____ ("Grantee"). The parties agree as follows:

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto Grantee, its successors and assigns, a perpetual right-of-way(s) and easement(s) to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election, pipelines and all appurtenances, below and/or above ground, including but not limited to, launchers and receivers, convenient for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons and any other substances, whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being generally described as follows and more specifically described on Exhibit "A" attached hereto and made a part hereof:

TOWNSHIP 1 NORTH, RANGE 68 WEST, 6TH PM
Section ___: ____

The specific route and course of the right-of-way(s) and easement(s) conveyed hereby ("Right-of-Way Lands") is more particularly described on Exhibit "B" attached hereto and made a part hereof. The width of the Right-of-Way Lands during construction shall be _____ feet (___') and subsequent to construction shall be _____ feet (___').*

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Right-of-Way Lands and has full right, power and authority to make this Grant.

Grantee shall lay all pipe at a depth of not less than 36 inches. Grantee shall repair and/or restore any fence on or adjacent to the Right-of-Way Lands removed or severed by Grantee in the course of the operations provided for in this Grant. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fences.

**Fifty (50) feet construction/thirty (30) feet permanent for Section 8 and Seventy-Five (75) feet construction/fifty (50) feet permanent for Section 18.*

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the right of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, landscaping, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without prior written consent of Grantee.

Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from Grantee's activities and operations on the Right-of-Way Lands, and Grantor shall pay for, reimburse, indemnify and hold Grantee harmless from any and all claims or damages resulting from Grantor's activities on the Right-of-Way Lands. Grantor shall have the right to use and enjoy the Right-of Way Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by Grantor and Grantee.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and Grantee.

Grantee agrees to level and restore any lands that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction.

This Grant may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant as of the date first above written.

Grantor:
Tallgrass Investors, LLC

By: _____
Name: _____
Its: _____

Grantee:
_____

By: _____
Name: _____
Agent & Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ as _____ of Tallgrass Investors, LLC.

Witness my hand and official Seal.

My Commission Expires:_____

_____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of_____, 201_, by _____, as Agent and Attorney-in-Fact of _____, on behalf of such company.

Witness my hand and official Seal.

My Commission Expires:_____

_____

Notary Public

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Exhibit 5

to

Surface Use Agreement effective September 27, 2011 by and among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described herein), Encana Oil & Gas (USA) Inc. and Tallgrass Investors, LLC

See attached Guidelines consisting of four (4) pages.

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General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMGG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMGG may have under existing easements or ROW agreements. For information regarding KMGG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMGG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMGG in the below requirements is meant to include and apply to any Kerr McGee entity.

Design

- KMGG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMGG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMGG's facilities and the general public. This prior notification is to be made **before** the actual work is to take place.

- The encroaching entity shall provide KMGG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMGG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMGG, showing the facilities in the vicinity of KMGG's ROW upon completion of the work.

- Only facilities shown on drawings reviewed by KMGG will be approved for installation on KMGG's ROW. All drawing revisions that affect facilities proposed to be placed on KMGG's ROW must be approved by KMGG in writing.

- KMGG shall approve the design of all permanent road crossings.

- Any repair to surface facilities following future pipeline maintenance or repair work by KMGG on its "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMGG on replacement ROW granted to relocate KMGG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMGG.

- The depth of cover over the KMGG pipelines shall not be increased or reduced nor surface modified for drainage without KMGG's written approval.

- Construction of any permanent structure within KMGG pipeline easement is **not** permitted without written approval by KMGG.

- Planting of shrubs and trees is not permitted on KMGG pipeline easement without written approval by KMGG.

- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMGG easement without written approval by KMGG.

- Foreign utility installations, i.e., distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMGG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMGG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMGG. In no case will vertical separation be less than 12". Constant line elevations must be maintained across KMGG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMGG pipeline must be evaluated by KMGG to ensure that a significant length of the KMGG line is not exposed and unsupported during construction. Foreign line crossings above the KMGG pipeline with less than 18" of clearance must be evaluated by KMGG to ensure that additional support is not necessary to prevent settling on top of the KMGG natural gas pipeline. A KMGG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMGG facility. All installations of foreign crossings done by boring and or jacking require the KMGG facility to be exposed to verify clearances.

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General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- Foreign utilities shall not run parallel to KMGG pipelines within the KMGG easement without written permission by KMGG. A minimum of 10 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is placed within the KMGG easement or adjacent to the KMGG easement. Any deviation from the 10' horizontal requirement must be approved in writing by KMGG and an "as built survey" provided to KMGG after installation. In the instance that high voltage electric lines, greater than 20kV, are installed parallel to a KMGG pipeline a minimum horizontal distance of 15' must be maintained.

- The foreign utility should be advised that KMGG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMGG's. At the request of KMGG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMGG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMGG. All costs associated with the correction of cathodic protection interference issues on KMGG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.

- The developer shall understand that KMGG, whether specifically required per federal law or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMGG, the safety of the public, contractor, KMGG personnel and KMGG facilities.

- On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.

- AC Electrical lines must be installed in conduit and properly insulated.

- On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMGG ROW.

- No power poles, light standards, etc. shall be installed in the KMGG easement without written approval by KMGG.

- KMGG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMGG's sole discretion, and may exceed any regulatory requirements.

Construction

- If KMGG will be relocating KMGG facilities for any entity, grading in the new KMGG ROW shall be +/- 6 inches before KMGG will mobilize to complete the relocation. Final cover after the completion of the project will not be manipulated by the requesting entity to be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMGG. This does not preclude KMGG from installing the pipeline at a minimum cover of 36" as provided for in CFR 49 Part 192. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMGG representative is on site during the time cover is reduced.

- The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMGG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMGG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.

- Contractors shall be advised of KMGG's requirements and be contractually obligated to comply.

- The continued integrity of KMGG's pipelines and the safety of all individuals in the area of proposed work near KMGG's facilities are of the utmost importance. Therefore, contractor must meet with KMGG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KMGG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.**

3799568 10/18/2011 12:26P Weld County, CO
45 of 46 R 236.00 D 0.00 Steve Moreno Clerk & Recorder

General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- **The Contractor must expose all KMGG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMGG representative must be present.**

- The use of probing rods for pipeline locating shall be performed by KMGG representatives only, to prevent unnecessary damage to the pipeline coating. A KMGG representative shall do all line locating.

- Notification shall be given to KMGG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMGG's work site representative. Any Contractor schedule changes shall be provided to KMGG immediately.

- Heavy equipment will not be allowed to operate directly over KMGG pipelines or in KMGG ROW unless written approval is obtained from KMGG. Heavy equipment shall only be allowed to cross KMGG pipelines at locations designated by KMGG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMGG.

- Contractor shall comply with all precautionary measures required by KMGG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.

- Excavating or grading which might result in erosion or which could render the KMGG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMGG's facility. At no time will cover be reduced to less than 36" without written approval by KMGG and a KMGG representative on site.

- A KMGG representative shall be notified prior to construction activities within twenty-five (25) feet of a KMGG pipeline or above ground appurtenance. The contractor **shall not** be allowed to work within twenty-five (25) feet of KMGG facilities without approval from the KMGG representative. The KMGG representative may or may not remain on site during the entire construction activity. Contractor shall use extreme caution and take appropriate measures to protect KMGG facilities. The contractor shall call the KMGG representative prior to backfilling around the KMGG facility to allow for a final inspection of the KMGG facility.

- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMGG facility. KMGG personnel must be present.

- Temporary support of any exposed KMGG pipeline by Contractor may be necessary if required by KMGG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMGG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMGG.'s on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.

- No blasting shall be allowed within 1000 feet of KMGG's facilities unless blasting notification is given to KMGG Including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

- KMGG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMGG's facilities as a result of their activities whether or not KMGG representatives are present. KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

- No blasting shall be allowed within 200 feet of KMGG's facilities unless blasting notification is given to KMGG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMGG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMGG. A written emergency plan shall be provided by the organization responsible for blasting.

- KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.

3799568 10/18/2011 12:26P Weld County, CO
46 of 46 R 236.00 D 0.00 Steve Moreno Clerk & Recorder

General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- Any contact with any KMGG facility, pipeline, valve set, etc. shall be reported immediately to KMGG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KMGG personnel shall install all test leads on KMGG facilities.

Local Kerr-McGee Gathering LLC Representation:

Operations Manager	Kevin Osif, P.E.	Phone: (303) 655-4307
Staff Engineer:	Joseph E. Sanchez, P.E.	Phone: (303) 655-4319
Pipeline Foreman:	James Phillips	Phone: (303) 655-4343
Construction Foreman:	Jim McQuiston	Phone: (303) 655-4326
Construction Supervisor	Darrel Gentry	Phone: (303) 655-4326

Emergency Contacts:

On call supervisor	Phone: (303) 559-4001
Kerr McGee 24 hour emergency number	Phone: (303) 659-5922
One Call Emergency	Phone: 811

4286965 03/21/2017 09:10 AM
Total Pages: 3 Rec Fee: $23.00
Carly Koppes - Clerk and Recorder, Weld County, CO

MEMORANDUM OF SURFACE USE AGREEMENT

This Memorandum of Surface Use Agreement ("Memorandum") is made and entered into effective this 16 day of March, 2017, by and between DAYBREAK RECOVERY ACQUISTION LLC, a Delaware limited liability company, with an address of 1251 Avenue of the Americas, 50th Floor, New York, NY 10020, (hereinafter referred to as "Owner") and KERR-MCGEE OIL & GAS ONSHORE LP (hereinafter referred to as "KMG"), with an address of 1099 18th Street, Suite 1800, Denver, CO 80202; and KERR-MCGEE GATHERING LLC ("KMGG"), also with an address of 1099 18th Street, Suite 1800, Denver, CO 80202. Owner, KMG and KMGG are sometimes referred to alone or together as a "Party" or the "Parties."

A. Owner owns the surface estate of that certain tract of land more particularly described on Exhibit "A" attached hereto, being a portion of the SE/4 of Section 8, Township 1 North, Range 68 West, 6th P.M., Weld County, Colorado (hereinafter referred to as the "Section 8 Property");

B. KMG has the right to develop its oil and gas leasehold estate by drilling wells on the Section 8 Property ("Future Wells"). Surface ownership of the Section 8 Property is subject to the rights of the oil and gas leasehold estate, all or a portion of which is owned by KMG;

C. The Parties have entered into an agreement that sets forth the Parties' rights and obligations regarding the relationship between the development of the Section 8 Property by Owner and KMG's operation and development of its oil and gas leasehold estate, such agreement entitled the "Surface Use Agreement" ("Agreement"); and

D. The Parties desire, through the execution and recording of this Memorandum, to reaffirm and give notice of the Agreement and the rights and interests created thereby.

NOW, THEREFORE, in consideration of the covenants and mutual promises set forth in the Agreement and this Memorandum of Agreement, including in the recitals, the Parties agree as follows:

1. The Parties have reached an agreement regarding development of KMG's leasehold estate, including but not limited to the location of wells, production facilities, access routes and pipelines on the Section 8 Property, under the terms, provisions and conditions set forth in the Agreement;

2. This Memorandum is not a complete summary of the Agreement and shall not be used in interpreting the provisions of the Agreement, nor in any way or manner does it amend, modify or affect the terms, provisions, conditions and exceptions of the Agreement, and the Agreement shall govern and control in all respects, the duties, obligations, covenants, warranties and agreements of the Parties;

3. Exhibit A is incorporated into this Memorandum by this reference;

4. This Memorandum shall be recorded in the Office of the Clerk and Recorder of Weld County; and

5. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but together of which shall constitute one and the same instrument. Facsimile and/or scanned signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this instrument on the dates set forth in the acknowledgements, but to be effective on the date first above written.

KERR-MCGEE OIL & GAS ONSHORE LP

By: _____
Name: Lindsay N. Tallee
Its: Agent & Attorney-in-Fact

DAYBREAK RECOVERY ACQUISITION LLC,
A Delaware limited liability company

By: _____
Name: Jonathan Shumaker
Its: ~~Authorized Signatory~~

KERR-MCGEE GATHERING LLC

By: _____
Name: Lindsay N. Jaffee
Its: Agent & Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss.
COUNTY OF WESTCHESTER)

The foregoing instrument was acknowledged before me this 16 day of MARCH, 2017, by Jon Shumaker, individually, and as AUTHORIZED SIGNATORY of Daybreak Recovery Acquisition LLC, a Delaware limited liability company.

Witness my hand and official seal.

[S E A L]

_____
Notary Public
My Commission Expires: _____

HSINYI LONKER
Notary Public, State of New York
No. 01LO6222974
Qualified in Westchester County
Commission Expires June 1, 2018

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20 day of March, 2017, by Lindsay N Jaffee as Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP.

Witness my hand and official seal.

[S E A L]

REBECCA GILL
Notary Public – State of Colorado
Notary ID 20014036429
My Commission Expires Jan 8, 2018

_____
Notary Public
My Commission Expires: 01.08.2018

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20 day of March 2017, by Lindsay N Jaffee as Agent & Attorney-in-Fact of Kerr-McGee Gathering LLC.

Witness my hand and official seal.

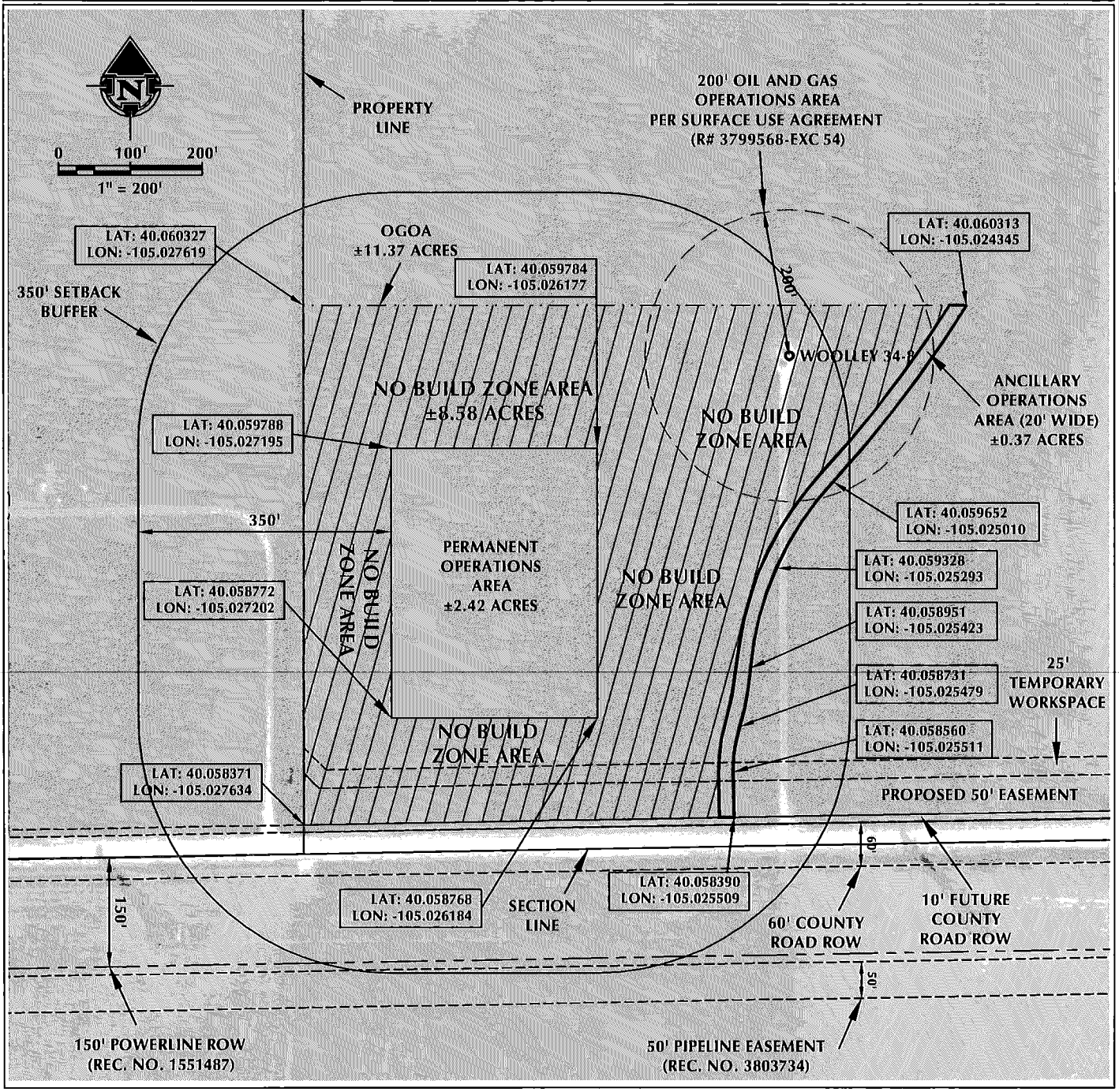
[S E A L]

_____
Notary Public
My Commission Expires: 01.08.2018

REBECCA GILL
Notary Public – State of Colorado
Notary ID 20014036429
My Commission Expires Jan 8, 2018

EXHIBIT A TO MEMORANDUM

SW1/4 SE1/4 SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST, 6TH P.M.



LEGEND

- EXISTING WELL
- OIL AND GAS OPERATIONS AREA
- NO BUILD ZONE AREA

NOTES:

1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
2. LATITUDE AND LONGITUDE COORDINATES ARE NAD 83 (2011)(EPOCH:2010)

609 CONSULTING, LLC
LOVELAND OFFICE
1635 Foxtrail Drive, Suite 204
Loveland, Colorado 80538
Phone 970-776-4331
SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone 307-674-0609

DATE SURVEYED:	N/A
DATE:	10/28/16
DRAFTER:	JFE
REVISED:	2/13/16

DATA SOURCES:
- AERIAL COURTESY OF ESRI, INC.
- WATER WELLS COURTESY OF COLORADO DIVISION OF WATER RESOURCES

PREPARED FOR:
Kerr-McGee Oil & Gas Onshore L.P.

K:\ANADARKO\2016\2016_04_UPLAND_DAYBREAK_T1N_68W_81DWG\GRADING PLAN\COLLIER.dwg, 2/13/2017 9:24:19 AM, casey

From:	Chris LaRue
To:	Samantha Crowder; Jerry Richmond; Eva Mather
Cc:	Fred Starr; Tyler Burhenn; David Pasic; Darren Champion; Luke Bolinger; Deborah Bachelder
Subject:	Colliers Hill PUD Amendment No. 7
Date:	Wednesday, January 20, 2021 3:50:15 PM
Attachments:	image001.png PUD No. 7 & Alta redlines.pdf DRT Comments - Collires Hill F 6 Sketch Plan.pdf

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Good afternoon:

Attached are the comments for Colliers Hill PUD Amendment No. 7 and sketch plan for Filing No. 6. Engineering & Parks didn't have any comments on the PUD, but did provide some with the sketch plan. Some of those comments are relevant to the PUD.

Once you have a chance to review the comments, please let me know if you would like to meet to discuss by zoom.

Thank you,



Chris LaRue | Senior Planner
Town of Erie | Planning & Development
645 Holbrook Street | P.O. BOX 750 | Erie, CO 80516
Phone: 303-926-2776 | Fax: 303-926-2706
www.erieco.gov/department | Facebook | Twitter | LinkedIn

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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001213–2020

Note: A neighborhood Meeting with notices 500 ft from all of village 1 is required per the UDC. This meeting needs to held prior to scheduling any public hearings for PUD Amendment No. 7.

OVERALL BOUNDARY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, ALL IN TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8;

THENCE S00°49'09"W, 2,674.68 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE SOUTHEAST CORNER OF SECTION 8/NORTHEAST CORNER OF SECTION 17;

THENCE S00°12'52"E, 2,631.66 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17 TO THE EAST QUARTER CORNER OF SECTION 17;

THENCE S00°13'30"E, 2,631.71 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE SOUTHEAST CORNER OF SECTION 17;

THENCE S88°48'09"W, 2,648.37 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE SOUTH QUARTER CORNER OF SECTION 17;

THENCE S88°48'45"W, 2,648.06 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 17 TO THE SOUTHWEST CORNER OF SECTION 17/SOUTHEAST CORNER OF SECTION 18;

THENCE N89°31'17"W, 1,298.14 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE EAST SIXTEENTH CORNER OF SECTIONS 18 AND 19;

THENCE N89°30'44"W, 88.21 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18;

THENCE N00°29'16"E, 130.00 FEET;

THENCE 453.09 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°00'00", AND A CHORD BEARING N29°00'44"W, 433.33 FEET;

THENCE N58°30'44"W, 204.67 FEET;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD AS CONVEYED BY DEED RECORDED IN BOOK 359 AT PAGE 418, BEING A LINE PARALLEL WITH AND 50.00 FEET EAST OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING NINE COURSES:

1) 629.21 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,007.50 FEET, A CENTRAL ANGLE OF 35°46'57", AND A CHORD BEARING N07°31'37"E, 619.03 FEET;
2) N10°21'52"W, 694.70 FEET;
3) 894.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,287.50 FEET, A CENTRAL ANGLE OF 39°47'36", AND A CHORD BEARING N09°31'57"E, 876.34 FEET;
4) N29°25'45"E, 224.87 FEET;
5) 463.85 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,673.50 FEET, A CENTRAL ANGLE OF 15°52'51", AND A CHORD BEARING N21°29'19"E, 462.36 FEET;
6) N13°32'54"E, 421.72 FEET;
7) 966.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 2,957.50 FEET, A CENTRAL ANGLE OF 18°43'06", AND A CHORD BEARING N04°11'21"E, 961.91 FEET;
8) N05°10'12"W, 351.67 FEET;
9) 165.07 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,575.00 FEET, A CENTRAL ANGLE OF 06°00'18", AND A CHORD BEARING N02°10'03"W, 165.00 FEET TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 18;

THENCE S89°14'48"E, 1,236.77 FEET ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER OF SECTION 18/NORTHWEST CORNER OF SECTION 17;

THENCE N89°01'14"E, 2,648.43 FEET ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17 TO THE NORTH QUARTER CORNER OF SECTION 18/SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N00°01'31"E, 2,700.60 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N89°35'35"E, 2,685.16 FEET ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

EXCEPTION 1:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 17 AND THE EAST HALF OF SECTION 18 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 18 FROM WHENCE THE SOUTHEAST CORNER LIES S00°25'10"E, 2,604.46 FEET;

THENCE S00°25'10"E, 45.70 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE POINT OF BEGINNING;

THENCE N89°34'58"W, 30.00 FEET;

THENCE ALONG THE BOUNDARY OF THE ERIE CEMETERY THE FOLLOWNG FIVE COURSES:

1) N89°34'58"W 804.84 FEET;
2) N00°04'57"W, 417.42 FEET;
3) S89°34'58"E, 163.67 FEET;
4) N00°03'40"E, 404.65 FEET;
5) S89°59'20"E, 640.42 FEET;

THENCE CONTINUING S89°59'20"E 84.53 FEET;

THENCE S00°00'00"E, 529.64 FEET;

THENCE 307.88 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 25°12'01", AND A CHORD BEARING S12°36'00"E, 305.40 FEET;

THENCE N89°34'58"W, 120.25 FEET TO THE POINT OF BEGINNING;

EXCEPTION 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8;

THENCE S00°49'09"W, 167.29 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, S00°49'09"W 100.45 FEET;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, BEING A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING THREE COURSES:

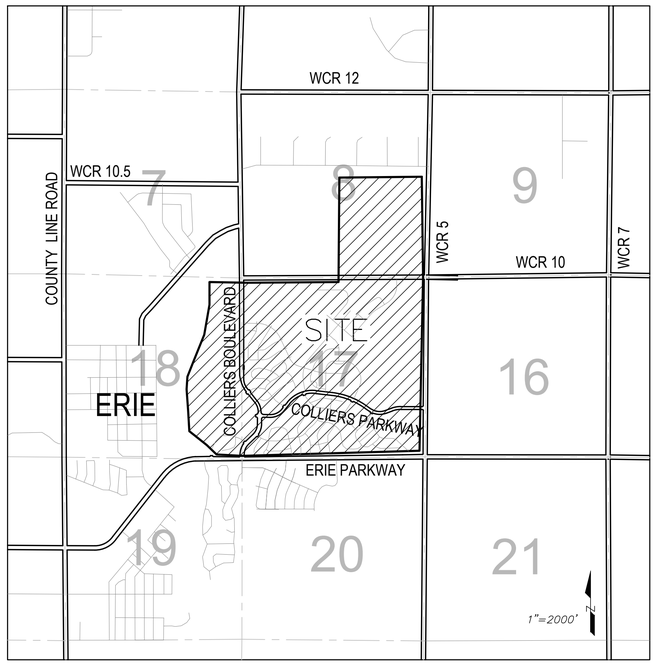
1) N83°46'14"W, 802.50 FEET;
2) 1,735.43 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,858.50 FEET, A CENTRAL ANGLE OF 53°30'06", AND A CHORD BEARING S69°28'43"W, 1,673.07 FEET;
3) S42°43'40"W, 467.34 FEET;

THENCE N00°01'31"E, 147.45 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, BEING A LINE PARALLEL WITH AND 50.00 FEET NORTH OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING THREE COURSES:

1) N42°43'40"E, 358.98 FEET;
2) 1,828.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,958.50 FEET, A CENTRAL ANGLE OF 53°30'06", AND A CHORD BEARING N69°28'43"E, 1,763.09 FEET;
3) S83°46'14"E, 793.02 FEET TO THE POINT OF BEGINNING.

NET ACREAGE: 965.83 ACRES



VICINITY MAP

NOTES

1. Bearings are based on the south line of the Southeast Quarter, assumed to bear S88°48'09"W.
2. The development of BridgeWater will be phased. The specifics of this phasing and the associated infrastructure requirements are outlined in the BridgeWater Annexation Agreement. This PUD Overlay Map modifies standards set forth in the Town of Erie Municipal Code Title 10 (Code) to allow the phased development of this project.
3. This PUD Overlay Map modifies the dimensional standards set forth in the Town of Erie's UDC to allow the phased development of this project over approximately a 15 year period. The ability to modify specific sections of the UDC within this PUD allows the developer to commit to the construction and financing of the necessary public improvements for BridgeWater as outlined in the BridgeWater Annexation Agreement. The justifications for any variances requested are set forth in this PUD.
4. In the event there is any discrepancy between the Code and this PUD, the PUD shall control. Any provisions that are not specifically addressed in the approved PUD shall comply with the Code.
5. Prior to the issuance of the first building permit the Developer, at its option, may submit and request approval of specific design standards for the PUD that generally meet or exceed the UDC standards as of the date of approval of the PUD Overlay.
6. Multi–family building height measured per UDC Sections 10.11.3 and per 10.4.2.B.2 and per 10.6.4.G.6.

SHEET INDEX

1. COVER SHEET
2. P.U.D. PLAN
3. P.U.D. TABLE & SECTIONS
4. P.U.D. TABLE & ELEVATIONS
5. ARCHITECTURE STANDARDS
6. ARCHITECTURE STANDARDS
7. ARCHITECTURE STANDARDS
8. ARCHITECTURE STANDARDS

SURVEYOR'S CERTIFICATE

I, BO BAIZE, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PUD OVERLAY MAP TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED LEGAL DESCRIPTION.

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

_____
BO BAIZE
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #37990

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

PLANNING COMMISSION CERTIFICATE

THIS PUD OVERLAY MAP WAS REVIEWED BY THE PLANNING COMMISSION ON THE DATE OF _____ DAY OF _____, 20___.

_____
CHAIRPERSON

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PUD OVERLAY MAP IS TO BE KNOWN AS THE "BRIDGEWATER PUD OVERLAY MAP–AMENDMENT NO. 7" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 20___.

Add the word "A" in place of "The Regular".

_____
MAYOR

ATTEST:

_____
TOWN CLERK

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF WELD)

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20___ AND WAS RECORDED AT RECEPTION NO. _____.

_____
WELD COUNTY CLERK AND RECORDER

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
1265 S Public Road
Suite B
Lafayette, CO 80026
303.449.9105
www.hurst-assoc.com

SCALE HOR.	N/A
VERT.	N/A
DESIGN/APPR.	BO
DRAWN BY	BO
DATE	11/18/20
SHEET	1 OF 8

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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001213–2020

Please see the Parks comments regarding the sketch plan. It was stated the Town does not want to own or maintain this property. This will need to be updated on the PUD.

The narrative indicates many wells have been plugged and abandoned or are scheduled to be plugged abandoned. Documentation needs to be provided regarding this issue with this application. The documentation should also demonstrate the vacation of all easements and removal of all flow lines. The ALTA doesn't depict any wells as having been plugged and abandoned, nor are the flow lines shown or any easements.

How does this work with UDC Section 10.12.4.C which requires new oil & gas infrastructure to be "...located at least 2,000 ft from the boundary line of platted residential lots or parks, sports fields and playgrounds, or other outside activity areas and any occupied structure"? Future oil and gas operations may be impacted if the homes/park are platted first. Please discuss with the o & g operators.

Lots range from 5,200 sf to 9,400 sf. This could state 5,200 to 9,500 SF.

Please use a consistent name for this product. This label states "SFA". Page 2 calls them "duplex alley loaded". Sketch calls them "Single Family paired".

Should state the same as the original PUD. "Perimeter Lots 10,000 SF minimum".

Discrepancy in the area with the sketch plan. Please list correct amount. These numbers put the DU/AC at 3.91 which exceeds the SR zoning. Per Master Plat this area is 136.55. Per the Bridgewater Zoning Map Amendment # 1 the area is 142.25 acres. Total number of dwelling units may need to be reduced.

141.49 acres required per current UDC.

The Town owns 95.67ac of OS. Another 7.83 acres (Parcel # 146718435014) are in initial acceptance. 42.491 acres are still in Daybreak Recovery ownership - west of F 5

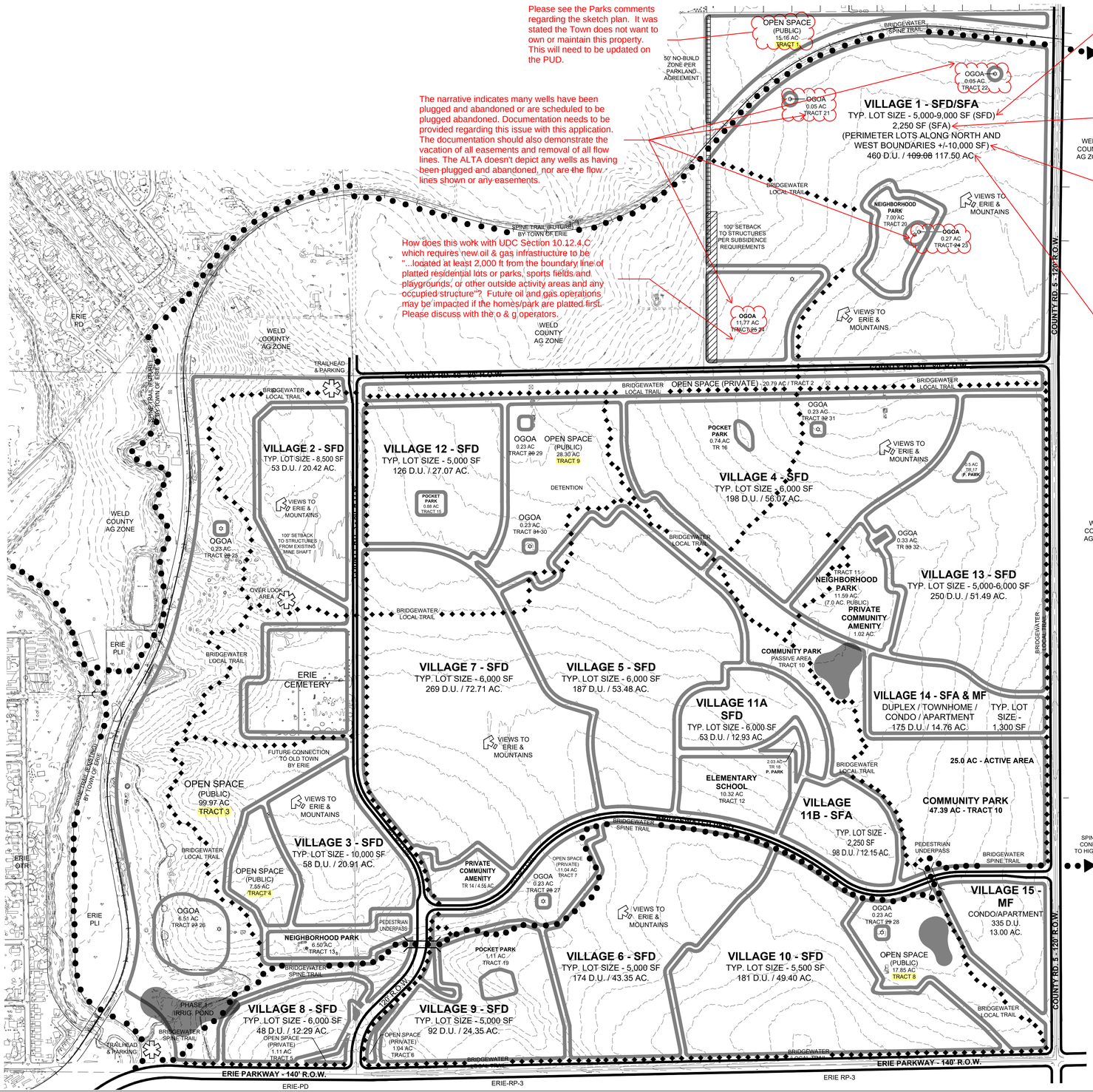
Town owned + initial acceptance + Daybreak owned = 145.991 total acres. Adding in Tract 1 (which Parks stated they don't want to own or maintain) the total comes to 161.151 acres.

This creates a 7.679 acres discrepancy. Please account for the difference.

Split Village 1 into Village 1A and 1B. This would be similar to how Village 11 was split. Update Landuse Summary table accordingly. 1A SFD / 1B SFA

Provide an exhibit for the oil and gas impacts. It should depict all the relevant components of the SUAs and the UDC. See comment # 2 on the sketch plan comments, which will require responses with PUD Amendment No. 7.

What does the "sketch plan" reference?



PROPOSED P.U.D. TABLES

PARKS AND OPEN SPACE COMPLIANCE	REQUIRED (per Annex/PUD)	PROVIDED (w/ Sketch Plan)
PARK AREA (based on 2,880 d.u. max.)		
COMMUNITY PARK	40.0 ac.	47.39 ac.
NEIGHBORHOOD PARKS	24.0 ac.	25.09 ac.
POCKET PARKS	4.0 ac.	5.26 ac.
OPEN SPACE (based on 2,880 d.u. max.)		
PUBLIC OPEN SPACE (tracts 1, 3, 4, 8 & 9)	136.6 ac.	168.83 ac.
PRIVATE OPEN SPACE (tracts ~~2, 5, 6, 7~~ & 14)	45.0 ac.	38.53 ac.

LAND USE SUMMARY OVERVIEW		
TYPE	AREA	% OF TOTAL AREA
RESIDENTIAL AREAS	601.88 ac.	62%
SCHOOL PARCEL	10.32 ac.	1%
PARKS & OPEN SPACE	285.10 ac.	30%
OUTLOTS (OIL & GAS)	20.36 ac.	2%
PUBLIC RIGHT-OF-WAY	48.17 ac.	5%
TOTAL ACREAGE	965.83 ac.	100%
GROSS DENSITY	2,880 d.u. = 2.98 d.u./ac.	

Different amount listed on the sketch plan, ALTA, zoning map, and Master Plat. Account for the discrepancy and use the correct number.

LAND USE SUMMARY				
TRACT	AREA	USE	TARGET D.U.	ZONE DISTRICT
VILLAGE 1	117.50 AC	SFD	460	SR
VILLAGE 2	20.42 AC	SFD	53	LR
VILLAGE 3	20.91 AC	SFD	58	LR
VILLAGE 4	56.07 AC	SFD	198	LR
VILLAGE 5	53.48 AC	SFD	187	LR
VILLAGE 6	43.35 AC	SFD	174	LR
VILLAGE 7	72.71 AC	SFD	269	LR
VILLAGE 8	12.29 AC	SFD	48	LR
VILLAGE 9	24.35 AC	SFD	92	LR
VILLAGE 10	49.40 AC	SFD	181	LR
VILLAGE 11A	12.93 AC	SFD	53	LR
VILLAGE 11B	12.15 AC	SFA	98	LR
VILLAGE 12	27.07 AC	SFD	126	LR
VILLAGE 13	51.49 AC	SFD	250	LR
VILLAGE 14	14.76 AC	SFA	175	LR
VILLAGE 15	13.00 AC	SFA	335	LR
SUBTOTAL	601.88 AC		2,757 D.U.	
			2,880 MAXIMUM NUMBER OF UNITS ALLOWED	

TRACT 10	47.39 AC	C/PARK	N/A	LR
TRACT 11	11.59 AC	N/PARK	N/A	LR
TRACT 12	10.32 AC	SCHOOL	N/A	LR
TRACT 13	6.50 AC	N/PARK	N/A	OS
TRACT 15	0.88 AC	P/PARK	N/A	LR
TRACT 16	0.74 AC	P/PARK	N/A	LR
TRACT 17	0.50 AC	P/PARK	N/A	LR
TRACT 18	2.03 AC	P/PARK	N/A	LR
TRACT 19	1.11 AC	P/PARK	N/A	LR
TRACT 20	7.00 AC	N/PARK	N/A	SR
PARK AREA	88.06 AC			

TRACT 1	15.16 AC	O.S. PUBLIC	N/A	ER
TRACT 2	20.79 AC	O.S. PRIVATE	N/A	LR
TRACT 3	99.97 AC	O.S. PUBLIC	N/A	OS
TRACT 4	7.55 AC	O.S. PUBLIC	N/A	LR
TRACT 5	1.11 AC	O.S. PRIVATE	N/A	LR
TRACT 6	1.04 AC	O.S. PRIVATE	N/A	LR
TRACT 7	11.04 AC	O.S. PRIVATE	N/A	LR
TRACT 8	17.85 AC	O.S. PUBLIC	N/A	LR
TRACT 9	28.30 AC	O.S. PUBLIC	N/A	LR
TRACT 14	4.55 AC	O.S. PRIVATE	N/A	LR
OPEN SPACE	207.36 AC			

TRACT 21	0.05 AC	O.G.O.A.	N/A	SR
TRACT 22	0.05 AC	O.G.O.A.	N/A	SR
TRACT 23	0.27 AC	O.G.O.A.	N/A	SR
TRACT 24	11.77 AC	O.G.O.A.	N/A	SR
TRACT 25	0.23 AC	O.G.O.A.	N/A	OS
TRACT 26	6.51 AC	O.G.O.A.	N/A	OS
TRACT 27	0.23 AC	O.G.O.A.	N/A	LR
TRACT 28	0.23 AC	O.G.O.A.	N/A	LR
TRACT 29	0.23 AC	O.G.O.A.	N/A	LR
TRACT 30	0.23 AC	O.G.O.A.	N/A	LR
TRACT 31	0.23 AC	O.G.O.A.	N/A	LR
TRACT 32	0.33 AC	O.G.O.A.	N/A	LR
O.G.O.A.	20.36 AC			

NOTES:

1. DEVELOPABLE UNITS (D.U.) MAY BE TRANSFERRED BETWEEN VILLAGE PARCELS AS LONG AS THE TOTAL PROJECT DENSITY IS NOT EXCEEDED.

2. VILLAGE AND TRACT BOUNDARIES SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED AS LONG AS THE TOTAL AREA WITHIN THE BOUNDARY IS ADHERED TO.

GRAPHIC SCALE

400 0 200 400 800 1600

(IN FEET)
1 inch = 400 ft.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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965.83 ACRES

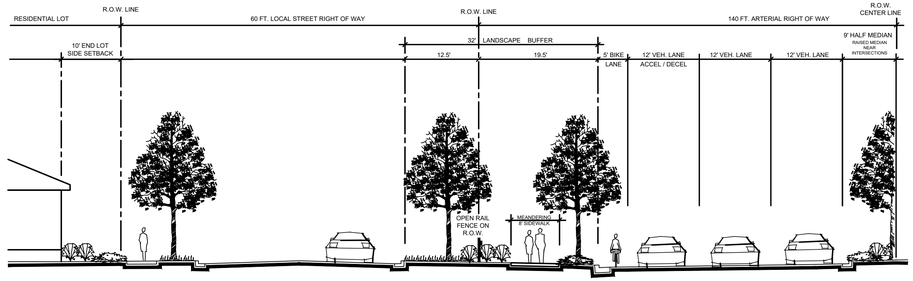
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STREET DESIGN CRITERIA

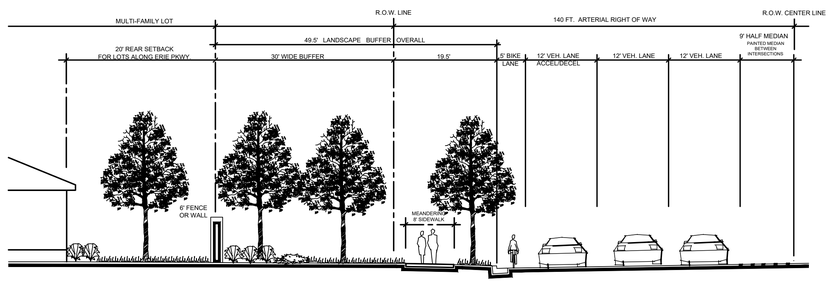
DESIGN ELEMENT	PRINCIPAL** ARTERIAL (ERIE PKWY.)	MINOR** ARTERIAL (CR 5)	MINOR** ARTERIAL (CR 3)	MAJOR COLLECTOR (CR 3, S.P., CR10)	RESIDENTIAL COLLECTOR (TYP. VOL. 2000 VPD)	LOCAL STREET (TYP. VOL. 1000 VPD)	LOW VOLUME LOCAL STREET (TYP. VOL. 300 VPD)	ALLEYS
RIGHT-OF-WAY WIDTHS	140'	120'	120'	80'	70'	60'	54'	16' W/O UTILITIES 30' W/ UTILITIES
COMMUNITY GATEWAYS: LANDSCAPE BUFFER (EACH SIDE - OUTSIDE OF R.O.W.)	*30' WHERE LOTS ABUT R.O.W.	0' (LANDSCAPE BUFFER 21.5' WIDE IN THE R.O.W.)	*30' WHERE LOTS ABUT R.O.W.	N/A	N/A	N/A	N/A	N/A
DOUBLE FRONTAGE RESIDENTIAL LOTS: LANDSCAPE BUFFER (OUTSIDE OF R.O.W.)	N/A	0'	N/A	0' (LANDSCAPE BUFFER 21.5' WIDE IN THE R.O.W.)	0' (LANDSCAPE BUFFER 14.5' WIDE IN THE R.O.W.)	6'	6'	N/A

* LOCAL PUBLIC STREET R.O.W., OIL AND GAS EASEMENTS, PUBLIC UTILITY EASEMENTS, AND OTHER PUBLIC UTILITY LINES WILL BE ALLOWED TO BE LOCATED WITHIN THE 30' LANDSCAPE BUFFER.

** FOR LOTS ABUTTING ERIE PARKWAY, COLLIERS HILL PKWY, CR10, CR5, AND CR3, FENCING SHALL BE A MAXIMUM SIX (6) FEET IN HEIGHT WHICH MAY INCLUDE OPAQUE FENCING IN STRAIGHT RUNS LIMITED TO APPROXIMATELY 600' IN LENGTH WITHOUT A BREAK ALONG COLLIERS HILL PKWY, CR10, CR5, AND CR3. FOR LOTS ABUTTING ERIE PARKWAY, STRAIGHT RUNS SHALL BE LIMITED TO APPROXIMATELY 600 FEET IN LENGTH AND 30% OF THE TOTAL FRONTAGE OF ERIE PARKWAY. MASONRY COLUMNS SHALL BE PROVIDED ON CORNERS OF LOTS SPACED A MINIMUM EVERY THREE LOTS FOR ALL OPAQUE FENCING ALONG ARTERIAL STREETS.



TYPICAL SECTION - WHERE LOCAL STREET R.O.W. ABUTS ERIE PKWY.
(PROVIDES OPEN VIEWS INTO THE COMMUNITY)



TYPICAL SECTION - WHERE LOTS BACK TO ERIE PKWY.
(LIMITED TO 30% OF FRONTAGE, +/- 30 LOTS)

NOTE: TYPICAL SECTIONS ARE FOR ILLUSTRATIVE PURPOSES TO DEMONSTRATE LANDSCAPE BUFFER CONCEPTS. STREET SECTIONS TO BE DEVELOPED AND FINALIZED DURING PLAT PROCESS.

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965.83 ACRES

PUDA–001213–2020

DIMENSIONAL STANDARDS

Sketch plan has 5,200 sq ft lots. This is inconsistent.

Remove. There is no reason to have an "ER" row since there is not any ER to develop within Colliers Hill.

Use consistent name as noted on page 2.

This needs to be removed. Sketch does not depict MF. The category is "SR with SFD" not MF.

DISTRICT	MINIMUM LOT STANDARDS		MINIMUM LOT SETBACKS (FT.) (2,3,7)				MAX. HT.
	WIDTH (FT.)	AREA (S.F.)	FRONT (6)	SIDE (1,4) (TO ABUTTING STREET)	SIDE (1,4) (TO INTERIOR LOT)	REAR (4,5)	
ER	100'	40,000	PRIN. - 30'	30'	10'	PRIN. - 30'	PRIN. - 35'
			ACC. - 40'			ACC. - 10'	
SR (WITH SFD)	50'	SFD 5,720 (10)	PRIN. - 20'	20'	PRIN. - 10'	PRIN. - 20'	PRIN. - 35'
		MF 5,000/D.U.	ACC. - 30'		ACC. - 6'	ACC. - 5'	ACC. - 25'
SR (DUPLEX ALLEY LOADED)	30'	2,250	PRIN. (OS) - 6'	10'	6'	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12'			ACC. - N/A	ACC. - 25'
LR (WITH SFD)	40'	3,500	PRIN. - 20'	10'	6'	PRIN. - 20'	PRIN. - 35'
	50' CORNER LOTS		ACC. - 30'			ACC. - 5'	ACC. - 25'
LR (VILLAGE 15 APARTMENTS)	NONE	1,500	PRIN. - 20'	10'	NONE	PRIN. - 20'	PRIN. - 35' (9)
			ACC. - 30'			ACC. - 5'	ACC. - 25'
LR (DUPLEX ALLEY LOADED)	30'	2,250	PRIN. (OS) - 6'	10'	6'	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12'			ACC. - N/A	ACC. - 25'

Need a minimum. 0 is fine. Will accessory structures even be allowed? If not, a note should be added restricting accessory structures.

(1) ZERO LOT LINE SETBACKS SHALL BE PERMITTED FOR ATTACHED BUILDINGS PROVIDED THAT THE BUILDING MEETS THE ZONE DISTRICT INTERIOR LOT LINE SETBACK ON THE SIDE OF THE BUILDING THAT IS NOT ATTACHED

(2) MULTIPLE PRINCIPAL BUILDINGS ON A SINGLE LOT SHALL BE SEPARATED BY A DISTANCE EQUAL TO THE DISTANCE THAT WOULD BE REQUIRED IF THEY WERE SEPARATED BY A SIDE TO INTERIOR LOT LINE.

(3) FRONT, SIDE, AND REAR SETBACKS SHALL ALLOW FOR ENCROACHMENTS UP TO 2 FEET BEYOND THE BUILDING FOUNDATION FOR ABOVE-GRADE FEATURES INCLUDING EAVES, COUNTERFORTS, FIREPLACE BOX-OUT, STOOPS, BAY WINDOWS, ROOM CANTILEVERS, AND OVERHANGS PROVIDED THAT THE LIVING SPACE OF THE PROJECTION DOES NOT EXCEED 20 SQUARE FEET IN EACH INSTANCE AND EXTEND MORE THAN 2 FEET. THERE SHALL BE NO MORE THAN TWO (2) ABOVE-GRADE LIVING SPACE ENCROACHMENTS PER ELEVATION ARTICULATION (AS DEFINED IN 10.6.7.F.1.d.ii.(C)). REAR ENCROACHMENTS ARE NOT PERMITTED WITH ALLEY LOADED LOTS.

(4) SIDE AND REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR ENCROACHMENTS UP TO 3 FEET BEYOND THE BUILDING FOUNDATION FOR BELOW-GRADE WINDOW WELLS.

(5) REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR AN ENCROACHMENT OF UP TO 6' FOR A COVERED PATIO (NOT ENCLOSED).

(6) REDUCTION OF FRONT SETBACK TO 15' IS ALLOWED WHEN A GARAGE SIDES TO THE R.O.W.

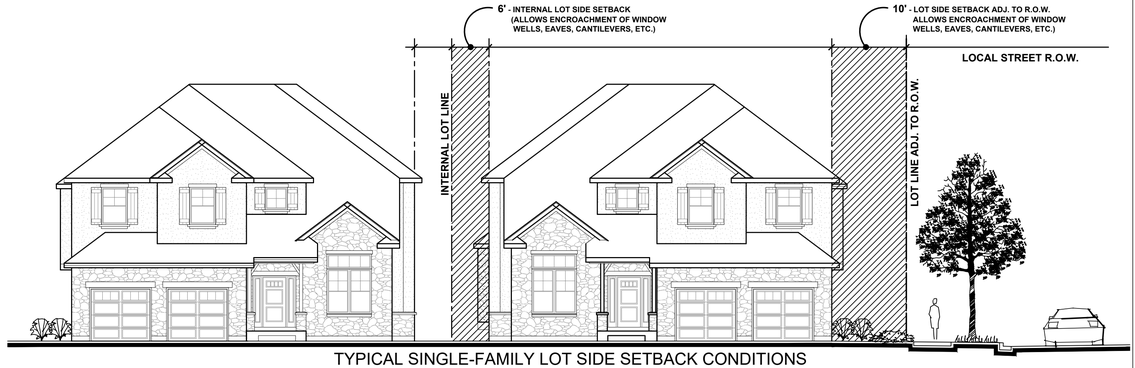
(7) PROPERTY LINES ABUTTING THE EXTERIOR BOUNDARY OF THIS PUD SHALL ADHERE TO ALL REQUIRED SETBACKS OF THE UNDERLYING ZONE DISTRICT UNLESS OTHERWISE NOTED IN THE PUD.

(8) NO ENCROACHMENTS ARE PERMITTED OVER THE 0' REAR SETBACKS, THIS INCLUDES ALL ARCHITECTURAL FEATURES SUCH AS EAVES, OVERHANGS, AND OTHER.

(9) MUTLI-FAMILY BUILDING HEIGHT MEASURED PER UDC SECTIONS 10.11.3 AND PER 10.4.2.B.2 AND PER 10.6.4.G.6.

(10) SINGLE-FAMILY LOTS ALONG THE NORTHERN AND WESTERN PERIMETER OF VILLAGE 1 SHALL HAVE AN ~~AVERAGE~~ LOT SIZE OF 10,000 SF OR GREATER.

This needs to be consistent with the original language. Should be a minimum of 10,000 sf and not an average.



TYPICAL SINGLE-FAMILY LOT SIDE SETBACK CONDITIONS
(ENCROACHMENTS ALLOWED IN SETBACKS)

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Architectural Standards for Single-Family Detached Dwelling Units - These standards replace subsection 6.7.E of the UDC.

1. Architectural Variety and Character

a. Architectural Variety

I. Design Standards

(A) No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.

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

(C) A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.

b. Architectural Character

I. Design Standards

(A) Each elevation shall include a minimum of 2 windows (or 1 window and 1 door) per floor.

(B) Each front and rear elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.

(C) A variety of roof forms should be used. Single unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g.: Mansard)

(D) The main roof should extend beyond the primary façade by a minimum of 1 foot.

(E) An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below. Application of the design enhancement shall be applied in a manner that is consistent with the style of the home. Side and rear elevations design enhancements shall be consistent with the design elements of the front elevation.

(1) The addition of 1 window unit.

(2) A change in wall plane by providing 1 or more of the following options:

- An additional wall plane change.
- A projecting or cantilevered living space.
- A bay or boxed window.

(3) A covered porch or deck.

(4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.

(5) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.

(F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. (No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground). Columns supporting upper story decks should be 8 inches x 8 inches minimum finished.

II. Materials

(A) All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long lasting appearance.

(B) When masonry cladding is used it should be used in locations where its mass is a logical and appropriate. In instances where masonry wraps the exterior corner of the home, the masonry should continue to a natural transition point such as an inside corner of a projecting wall, a column, a door or window or other logical point. In cases where no such feature exists near the corner, the masonry wrap shall extend at least 6 feet from the outside corner.

2. Orientation of Dwellings to the Street

Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit facing and generally visible from the front lot line of the property and within 12 feet of the most forward plane of the ground level living space. On corner lots, the pedestrian doorway may face any adjacent street. Unless prohibited by terrain or other site constraints, the orientation of the homes shall repeat the predominant relationship of building to buildings and buildings to street along the same block or the facing block. An exception shall be made for alley-loaded single-family detached dwelling units that do not have street frontage but do front onto a park or landscaped common area. In such case where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street.

3. Garages

These regulations for garages shall be applied to non-living space or storage areas within garages whether used for storage of automobiles or other items.

a. Diversity of Garage Orientation

(A) Except for garages oriented to alleys, all single family homes shall provide garages that meet one of the requirements below, and, a variety in garage orientation by providing a minimum of 2 of the following garage orientations on any single block:

(1) Recessed garages; where the primary garage door generally faces the front lot line and the garage is recessed a minimum of 2 feet behind the most forward plane of main floor living space or a front porch.

(2) Projecting garages; where the primary garage door generally faces the front lot line and the garage projects no more than 15 feet from the front door.

(3) Side-loaded garages.

(4) Garages recessed a minimum of 2 feet beneath a second floor living space.

b. Width/Façade Ratio

The width of a front loaded garage shall not exceed 65% of the width of the front elevation.

c. 3 or More Car Garages Orientation

The third or more bay of any 3 or more car garage shall either:

I. Have a different orientation from the first 2; or

II. Shall be recessed behind the first 2 by at least 2 feet when having the same orientation: or

III. Shall be tandem to the first 2.

4. Front Stoop

For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a front stoop shall be 3 feet in width.

5. Front Porches

For model plans with a front porch, the front porch shall include the covered area accessing the front door. Porches may fully extend outside the front façade of the home or be partially recessed. This space shall be a minimum size of 50 square feet with a minimum depth of 5 feet. For model plans with a partially recessed front porch, the porch must extend a minimum of 1 foot from the front façade of the home for architectural relief. Square footage may include the "front stoop" area, when the front stoop is included under the same covering as the front porch.

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No changes were made to the previous standards.

Architectural standards for Single-Family Attached Dwelling Units - These standards replace subsection 10.6.7.E and 10.6.7.F of the Unified Development Code and are only applicable for Village 11B and Village 1 SFA units.

Use consistent labeling. through out the document per comment on page 2.

1. Architectural Variety and Character
   a. *Architectural Variety*
      I. *Design Standards*
         (A) No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.
         (B) No identical model plan elevation shall be repeated more than once within every 4 lots on the same side of any street.
         (C) A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.
   b. *Architectural Character*
      I. *Design Standards*
         (A) Each elevation unit shall include a minimum of 2 windows (or 1 window and 1 door) per floor. For rear elevations where there is not enough space for both a garage door and an additional window, window panels within the garage door will suffice.
         (B) Each front elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.
         (C) A variety of roof forms should be used. Single, unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g.: Mansard)
         (D) The main roof should extend beyond the primary façade by a minimum of 1 foot.
         (E) An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below. Application of the side elevation design enhancement shall be applied in a manner that is consistent with the design elements of the front elevation.
            (1) The addition of 1 window unit.
            (2) A change in wall plane by providing 1 or more of the following options:
               - An additional wall plane change.
               - A projecting or cantilevered living space.
               - A bay or boxed window.
            (3) A covered porch or deck.
            (4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.
            (5) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.
         (F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground. Columns supporting upper story decks should be 8 inches x 8 inches minimum, finished.

   II. *Materials*
      (A) All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long lasting appearance.

2. Orientation of Dwellings to the Street
   Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit facing, and generally visible from, the front lot line of the property and within 8 feet of the most forward plane of the ground level living space. On corner lots, the pedestrian doorway may face any adjacent street. Unless prohibited by terrain or other site constraints, the orientation of the homes shall repeat the predominant relationship of building to buildings and buildings to street along the same block or facing block. An exception shall be made for alley-loaded single-family attached dwelling units that do not have street frontage but do front onto a park or landscaped common area. In such case where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street.

3. Front Stoop
   For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a front stoop shall be 3 feet in width.

4. Front Porches
   For model plans with a front porch, the front porch shall be a minimum size of 50 square feet, with a minimum depth of 5 feet. Square footage should be one plane and doesn not include the stoop area if the stoop area is raised from the remainder of the porch.

5. Bicycle Racks
   One (1) guest bicycle rack shall be provided for every 10 single-family attached units. Loop bicycle racks shall accommodate 2 bicycles per loop. Racks shall be distributed evenly throughout the single-family attached residential area, with priority focused on key pedestrian areas and circulation paths.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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DESIGN/APPR.	BO
DRAWN BY	BO
DATE	11/18/20
SHEET	6 OF 8

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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001213-2020

ARCHITECTURAL STANDARDS FOR MULTI-FAMILY SPECIFIC TO VILLAGE 15

Architectural standards to Multi-Family Residential Dwelling Units – these standards replace subsection 10.6.7.F of the Unified Development Code and are only applicable to Village 15.

General Provisions

Purpose: To provide areas for residential uses of an urban character at a gross density not to exceed 26 dwelling units per acre. Buildings three (3) stories or less shall contain a maximum of 36 units per building.

10.5.6.A & 10.6.3.B – Parks and Open Space – Land dedication requirements have been prior satisfied elsewhere with the Bridgewater PUD – no additional land dedications or fees-in-lieu shall apply to Village 15.

10.5.6.B -- Contributions for Public School Sites – Land dedication requirements have been prior satisfied elsewhere within the Bridgewater PUD – no additional land dedications or fees-in-lieu shall apply to Village 15.

10.6.6 OFF-STREET PARKING AND LOADING

D. Off-Street Parking Requirements

1. Schedule A

c. Off Street Parking Location

vii. The following shall count toward the minimum parking requirement:

(A) Surface parking, including detached garages, carports and tandem spaces located in front of garage doors to be used by tenant of said garage.

10.6.7 RESIDENTIAL USE CATEGORY DESIGN STANDARDS

F. Additional Standards for Multi-family Residential

1. Building Design and Character

d. Architectural Character

i. Design Standards

(C) The maximum building length of any multi-family building, of 3-stories or less, shall be 160 feet. All buildings shall incorporate 1 additional item listed in 10.6.7.F.d.ii(D), totaling 3 or more features from the list below:

(1) Balconies;
(2) Bay or box windows;
(3) Insets or other relief in the wall plane;
(4) Porches;
(5) Dormers;
(6) Variations in materials; or
(7) Variations in roof forms.

Additionally, building facades facing a Public Way shall incorporate one further Architectural Design Enhancement from the list below:

(8) Use of 10% masonry (Stone, Manufactured Stone or Brick) along the façade facing the Public Right of Way or Common Open Space;
(9) Enhanced architectural detailing on facades facing the Public Right of Way or Common Open Space, including but not limited to enhanced trim, articulated columns and/or column bases, awnings, brackets, corbels, exposed structure (whether actual or simulated structure);
(10) Unit doors at round level patios in units facing the Public Right of Way or Common Open Space to allow direct access from the private unit to the Public Right of Way or Common Open Space; or
(11) A portion of the roofs and/or awnings facing the Public Right of Way or Common Open Space in an enhanced material such as metal panel, standing seam or tile roofing.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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DATE	11/18/20
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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001213-2020

This page should be consistent with PUD Amendment # 6 and is not part of the review for Amendment # 7. The language with amendment No. 6 will need to be approved by the BOT prior to No. 7 moving forward.

Architectural standards for Single-Family Attached Dwelling – These standards replace subsection 10.6.7.E and 10.6.7.F of the Unified Development Code and are only applicable for Village 14.

1. **Architectural Variety and Character**
   - ***c. Architectural Variety***
     - i. *Design Standards*
       - (A) No identical model plan/building elevation shall be repeated directly across any street from the same model plan and elevation.
       - (B) No identical model plan/building elevation shall be repeated more than once within every 4 lots buildings on the same side of any street.
       - (C) A minimum of 3 alternative elevations for each model plan/building shall be submitted to the Town for review.
   - ***d. Architectural Character***
     - *i. Design Standards*
       - (A) Each elevation unit shall include a minimum of 2 windows (or 1 window and door) per floor. For elevations where there is not enough space for both a garage door and an additional window, window panels within the garage door will suffice.
       - (B) Each elevation providing primary access to the unit shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.
       - (C) A variety of roof forms should be used. Single, unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g.: Mansard).
       - (D) The main roof should extend beyond the primary façade by a minimum of 1 foot.
       - (E) An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation." An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below.
         - (1) The addition of 1 window unit.
         - (2) A change in wall plane by providing 1 or more of the following options:
           - i. An additional wall plane change.
           - ii. A projecting or cantilevered living space.
           - iii. A bay or boxed window.
         - (3) A covered porch or deck.
         - (4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.
         - (5) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.
       - (F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. No exposed 4-inch x 4-inch posts shall be allowed to be more than 36 inches above ground. Columns supporting upper story decks should be 8 inches x 8 inches minimum, finished.
     - *ii. Materials*
       - (A) All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long-lasting appearance.

2. **Orientation of Dwellings to the Street**
Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit. The primary entrance shall be located on the front or side of the dwelling unit, generally visible from the street or shared courtyard and within 12 feet of the most forward plane of the building. On corner or end units, the pedestrian doorway may face any adjacent street, shared courtyard, or common landscape area. In instances where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street or motor court.

3. **Front Stoop**
For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a front stoop shall be 3 feet in width.

4. **Front Porches**
For model plans with a front porch, the front porch shall include the covered area accessing the front door. Porches may fully extend outside the façade of the home or be partially recessed. This space shall be a minimum size of 50 square feet, with a minimum depth of 5 feet. For model plans with a partially recessed front porch, the porch must extend a minimum of 1 foot from the front façade of the home for architectural relief. Square footage may include the "front stoop" area, when the front stoop is included under the same covering as the front porch.

5. **Bicycle Racks**
One (1) guest bicycle rack shall be provided for every 10 single-family attached units. Loop bicycle racks shall accommodate 2 bicycles per loop. Racks shall be distributed evenly throughout the single-family attached residential area, with priority focused on key pedestrian areas and circulation paths.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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ALTA/NSPS LAND TITLE SURVEY
TRACTS 18 & 19 BRIDGEWATER MASTER SUBDIVISION
(FUTURE COLLIERS HILL FILING NO. 6)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 3

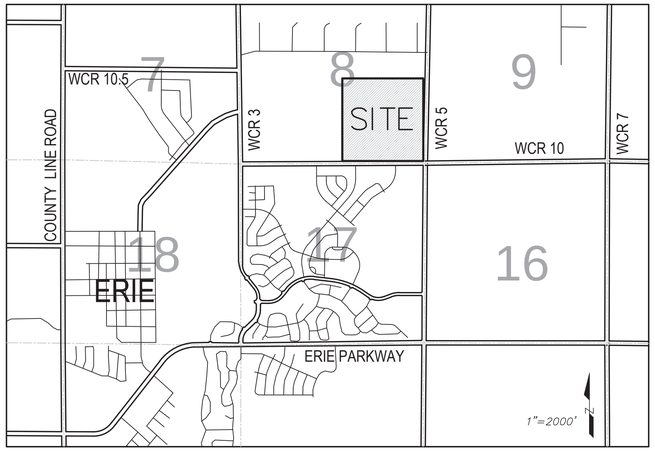
COMMITMENT NOTES:

THIS SURVEY IS BASED UPON TITLE COMMITMENT NO. NCS-870785-CO, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF 08/06/20. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH OR EASEMENT RESEARCH BY HURST & ASSOCIATES. RATHER, ALL INFORMATION REGARDING TITLE AND EASEMENT MATTERS SHOULD BE OBTAINED FROM THE TITLE COMMITMENT. UNLESS OTHERWISE NOTED, ALL EXCEPTIONS LISTED AFFECT THE SUBJECT PROPERTY BY BEING INCLUDED IN DESCRIPTIONS CONTAINED IN DOCUMENT.

(EXCEPTIONS 1 THROUGH 5 ARE STANDARD EXCEPTIONS AND CANNOT BE SHOWN)

SCHEDULE B SECTION 2 EXCEPTIONS

EXC. NO.	DOCUMENT	DATE	RECEPTION NO.	NOTES
6	COMMISSIONER'S TRANSCRIPT	10/11/1889	B86 P273	DOES NOT AFFECT; FOR RIGHTS OF WAY 30' EACH SIDE SECTION LINE; ROW IS NOW WIDER
7	EASEMENT DEED	10/12/1971	1576620	DOES NOT AFFECT; NOW LOCATED IN CR5 AND CR10 ROW
8	MINERAL DEED	11/30/1972	1602712	NOTHING TO SHOW
9	EASEMENT DEED	02/13/1986	2042899	EASEMENT SHOWN
10	SPECIAL WARRANTY DEED	11/17/2000	2807516	NOTHING TO SHOW
11	AGREEMENT	11/17/2000	2807515	NOTHING TO SHOW
12	MEMORANDUM OF SUA	09/29/2003	3110572	NOTHING TO SHOW
13	MEMORANDUM OF SUA CORRECTED MEMO OF SUA	08/25/2005 11/01/2010	3316658 3729056	NOTHING TO SHOW
14	MEMORANDUM OF SUA CORRECTED MEMO OF SUA	03/13/2007 11/01/2010	3461612 3729057	NOTHING TO SHOW
15	RIGHT OF WAY GRANT AMENDMENT	09/20/2007 05/13/2014	3505741 4015765	RIGHT OF WAY DESCRIBED IN GRANT (AND R# 3600584-EXCEPTION 23) REPLACED BY AMENDMENT (SHOWN)
16	ORDINANCE NO. 30-2007	11/19/2007	3518315	NOTHING TO SHOW
17	ORDINANCE NO. 29-2007	11/19/2007	3518316	NOTHING TO SHOW
18	BRIDGEWATER ANNEX AGMT FIRST AMENDMENT SECOND AMENDMENT THIRD AMENDMENT PARTIAL ASSIGNMENT	11/19/2007 12/30/2010 10/12/2011 01/23/2013 06/13/2013	3518317 3741841 3798317 3904988 3955793	NOTHING TO SHOW
19	GRANT OF PERMANENT AVIGATION EASEMENT	11/19/2007	3518318	CANNOT SHOW, BLANKET EASEMENT
20	BRIDGEWATER ANNEX. MAP	11/19/2007	3518319	NOTHING TO SHOW
21	BRIDGEWATER ZONING MAP AMENDMENT #1	11/19/2007 08/31/2011	3518320 3789471	NOTHING TO SHOW, ZONES TRACT 18 AS LR (LOW DENSITY RESIDENTIAL) AND TRACT 19 AS ER (ESTATE RESIDENTIAL)
22	BRIDGEWATER PUD OVERLAY MAP AMENDMENT #1 AMENDMENT #2 AMENDMENT #3 AMENDMENT #4	11/19/2007 08/31/2011 05/29/2013 11/03/2015 07/23/2019	3518321 3789472 3935464 4155346 4508046	NOTHING TO SHOW; SHOWS TRACT 18 TO BE SFD (SINGLE FAMILY DETACHED) AND TRACT 19 TO BE OPEN SPACE
23	RIGHT OF WAY GRANT	01/21/2009	3600584	DESCRIPTION OF RIGHT OF WAY HAS BEEN CHANGED BY AMENDMENT RECORDED AT R# 4015765 (SEE EXCEPTION NO. 15)
24	QUITCLAIM DEED	04/14/1971	1565713	NOTHING TO SHOW
25	OIL AND GAS LEASE AFFIDAVIT	11/30/1972 01/11/1979	1602713 1778417	NOTHING TO SHOW
26	ORDER AND DECREE	06/24/2008	3562681	NOTHING TO SHOW
27	ORDINANCE NO. 08-2011	08/31/2011	3789473	NOTHING TO SHOW
28	ORDINANCE NO. 09-2011	08/31/2011	3789474	NOTHING TO SHOW
29	SURFACE USE AGREEMENT FIRST AMENDMENT	10/18/2011 04/25/2019	3799568 4484091	OGOAS SHOWN
30	BRIDGEWATER MASTER PLAT ORDINANCE NO. 18-2015	12/13/2011 06/22/2015	3811552 4117798	NO EASEMENTS CREATED BY PLAT; 100' SETBACK ADJACENT TO WEST LINE SHOWN
31	ORDERS FOR CONDITIONAL INCLUSION	03/08/2012 03/13/2012	3830699 3831541	NOTHING TO SHOW
32	MASTER DECLARATION COVENANT TO ANNEX PARTIAL ASSIGNMENT FIRST AMENDMENT	05/29/2013 05/29/2013 01/04/2017 04/28/2014	3935465 3935454 4267367 4012251	NOTHING TO SHOW
33	COVENANT OF RIGHTS	08/13/2013	3955789	NOTHING TO SHOW
34	RIGHT OF WAY GRANT AMENDMENT TO ROW GRANT	03/20/2017 03/03/2020	4286866 4571526	RIGHT OF WAY DESCRIBED IN ROW GRANT CHANGED BY AMENDMENT (SHOWN)
35	REQUEST FOR NOTIFICATION AMENDED REQUEST	06/19/2019 07/17/2019	4498649 4506252	NOTHING TO SHOW
36	EXISTING LEASES AND TENANCIES	–	–	NOTHING TO SHOW



VICINITY MAP

GENERAL NOTES:

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

2. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8: S00°49'07"E BETWEEN THE EAST QUARTER CORNER AND SOUTHEAST CORNER (BOTH 2.5" ALUMINUM CAPS, LS 23501, 1993).

3. FOUND/SET PROPERTY CORNERS SHOWN HEREON.

4. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

5. THERE IS NO POSTED ADDRESS. WELD COUNTY ONLINE PROPERTY INFORMATION MAP HAS NO ADDRESS INFORMATION.

6. ABOVE GROUND UTILITIES ARE SHOWN. ADDITIONAL UTILITIES MAY EXIST THAT WERE NOT OBSERVED DUE TO GRASSES.

7. TOTAL GROSS AREA OF PARCEL: 151.72 ACRES.

8. THERE ARE NO SUBSTANTIAL FEATURES OR PARKING AREAS ON SUBJECT PROPERTY.

9. ALL DISTANCES ARE U.S. SURVEY FEET.

10. THE BRIDGEWATER MASTER SUBDIVISION PLAT SHOWS A 100' SETBACK ALONG THE WESTERLY LINES OF TRACTS 18 AND 19 PER A SUBSIDENCE INVESTIGATION REPORT.

11. A REGIONAL TRANSPORTATION DISTRICT RIGHT OF WAY PLAN RECORDED 02/10/2017 AT RECEPTION NO. 4277473 WAS USED IN THE PREPARATION OF THIS SURVEY. THE PLAN SHOWS THE RTD ROW MONUMENTATION ALONG THE NORTHERLY LINE OF BRIDGEWATER TRACT 18 AND THE SOUTHERLY LINE OF TRACT 19.

PARCEL DESCRIPTION:

PARCEL 1:

TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS CONVEYED IN DEED RECORDED AUGUST 13, 2013 AT RECEPTION NO. 3955791 IN THE RECORDS OF WELD COUNTY, COLORADO:

PARCEL 11A:

A PARCEL OF LAND LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT 18;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID TRACT 18 (BASIS OF BEARINGS) THE FOLLOWING TWO COURSES:
1) N42°43'40"E, 467.34 FEET;
2) 196.70 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,858.50 FEET, A CENTRAL ANGLE OF 06°03'50", AND A CHORD BEARING N45°45'35"E, 196.60 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF TRACT 18 THE FOLLOWING COURSE: 259.39 FEET ALONG THE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 07°59'48", AND A CHORD BEARING N52°47'24"E, 259.18 FEET;
THENCE 974.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 279°13'35", AND A CHORD BEARING S52°47'24"W, 259.18 FEET TO THE POINT OF BEGINNING.

PARCEL 11B:

A CIRCULAR PARCEL OF LAND HAVING A RADIUS OF 200.00 FEET LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, THE CENTER OF WHICH IS LOCATED N46°04'39"E, 889.25 FEET FROM THE SOUTHWESTERLY CORNER OF SAID TRACT 18 AND N73°24'50"W, 2,007.36 FEET FROM THE SOUTHEASTERLY CORNER OF SAID TRACT 18.

BASIS OF BEARINGS IS THE SOUTHERLY LINE OF SAID TRACT 18, BEING N89°01'14"E, 2,564.73 FEET BETWEEN THE SOUTHWESTERLY CORNER OF TRACT 18 AND THE SOUTHEASTERLY CORNER OF TRACT 18.

PARCEL 11C:

A PARCEL OF LAND LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TRACT 18;
THENCE S00°49'09"W, 614.51 FEET ALONG THE EASTERLY LINE OF SAID TRACT 18 (BASIS OF BEARINGS);
THENCE 43.02 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 12°19'27", AND A CHORD BEARING S83°50'16"W, 42.94 FEET;
THENCE S90°00'00"W, 50.00 FEET;
THENCE 97.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 27°55'46", AND A CHORD BEARING N76°02'07"W, 96.53 FEET;
THENCE N62°04'14"W, 403.72 FEET;
THENCE 216.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 62°04'14", AND A CHORD BEARING N31°02'07"W, 206.23 FEET;
THENCE N00°00'00"E, 16.00 FEET;
THENCE 169.10 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 48°26'41", AND A CHORD BEARING N24°13'20"E, 164.11 FEET;
THENCE N48°26'41"E, 172.87 FEET TO THE NORTHERLY LINE OF SAID TRACT 18;
THENCE S83°46'14"E, 464.22 FEET ALONG THE SAID NORTHERLY LINE OF TRACT 18 TO THE POINT OF BEGINNING.

PARCEL 11D:

A PARCEL OF LAND LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID TRACT 18 ALSO BEING THE NORTHERLY POINT OF CURVATURE OF THE NORTHWESTERLY CORNER OF THE INTERSECTION OF COUNTY ROAD 5 AND COUNTY ROAD 10 FROM WHENCE THE NORTHEASTERLY CORNER OF SAID TRACT 18 LIES N00°49'09"E, 2,350.26 FEET (BASIS OF BEARINGS)
THENCE N46°53'21"W, 1,093.59 FEET TO THE POINT OF BEGINNING;

THENCE S02°24'09"E, 17.18 FEET;
THENCE 647.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 206.00 FEET, A CENTRAL ANGLE OF 180°00'00", AND A CHORD BEARING S87°35'51"W, 412.00 FEET;
THENCE N02°24'09"W, 17.18 FEET;
THENCE 120.57 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 206.00 FEET, A CENTRAL ANGLE OF 33°32'09", AND A CHORD BEARING N14°21'55"E, 118.86 FEET;
THENCE 264.33 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 75°43'28", AND A CHORD BEARING N18°15'37"E, 245.51 FEET;
THENCE 604.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 173°18'00", AND A CHORD BEARING S47°18'52"E, 399.32 FEET;
THENCE 61.64 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 206.00 FEET, A CENTRAL ANGLE OF 17°08'41", AND A CHORD BEARING S10°58'30"E, 61.41 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TRACT 19 OF "BRIDGEWATER MASTER SUBDIVISION", TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO,

EXCEPTING THEREFROM THE FOLLOWING PARCEL CONVEYED IN DEED RECORDED AUGUST 13, 2013 AT RECEPTION NO. 3955791 IN THE RECORDS OF WELD COUNTY, COLORADO:

A PARCEL OF LAND LOCATED IN TRACT 19 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT 19
THENCE N83°46'14"W, 364.03 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT 19 (BASIS OF BEARINGS);
THENCE N48°26'41"E, 46.43 FEET;
THENCE 166.80 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 47°47'05", AND A CHORD BEARING N72°20'13"E, 162.01 FEET;
THENCE S83°46'14"E, 154.00 FEET;
THENCE 21.39 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 06°07'37", AND A CHORD BEARING S80°42'26"E, 21.38 FEET TO THE EASTERLY LINE OF TRACT 19;
THENCE S00°49'09"W, 99.30 FEET ALONG THE SAID EASTERLY LINE OF TRACT 19 TO THE POINT OF BEGINNING.

PARCEL 3:

THE FOLLOWING FOUR (4) PARCELS OF LAND LOCATED IN TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION", TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO:

ABOVE DESCRIBED PARCELS 11A, 11B, 11C AND 11D.

PARCEL 4:

A PARCEL OF LAND LOCATED IN TRACT 19 OF "BRIDGEWATER MASTER SUBDIVISION", BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT 19
THENCE N83°46'14"W, 364.03 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT 19 (BASIS OF BEARINGS);
THENCE N48°26'41"E, 46.43 FEET;
THENCE 166.80 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 47°47'05", AND A CHORD BEARING N72°20'13"E, 162.01 FEET;
THENCE S83°46'14"E, 154.00 FEET;
THENCE 21.39 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 06°07'37", AND A CHORD BEARING S80°42'26"E, 21.38 FEET TO THE EASTERLY LINE OF TRACT 19;
THENCE S00°49'09"W, 99.30 FEET ALONG THE SAID EASTERLY LINE OF TRACT 19 TO THE POINT OF BEGINNING.

SURVEY CERTIFICATION:

CERTIFIED TO:

DAYBREAK RECOVERY ACQUISITIONS LLC
COLLIERS HILL METROPOLITAN DISTRICT NO. 3
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 8 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED 08/25/20.

DATE OF PLAT OR MAP: 08/27/20



FOR AND ON BEHALF OF HURST AND ASSOCIATES:
BO BAIZE, COLORADO PLS NO. 37990
EMAIL ADDRESS: bo@hurst.design

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REVISIONS

NO.	DESCRIPTION	DATE	BY
1			

HURST & ASSOCIATES, INC.
12637 S.Pine Creek Road, Suite B
Colorado Springs, CO 80908
303.449.9105

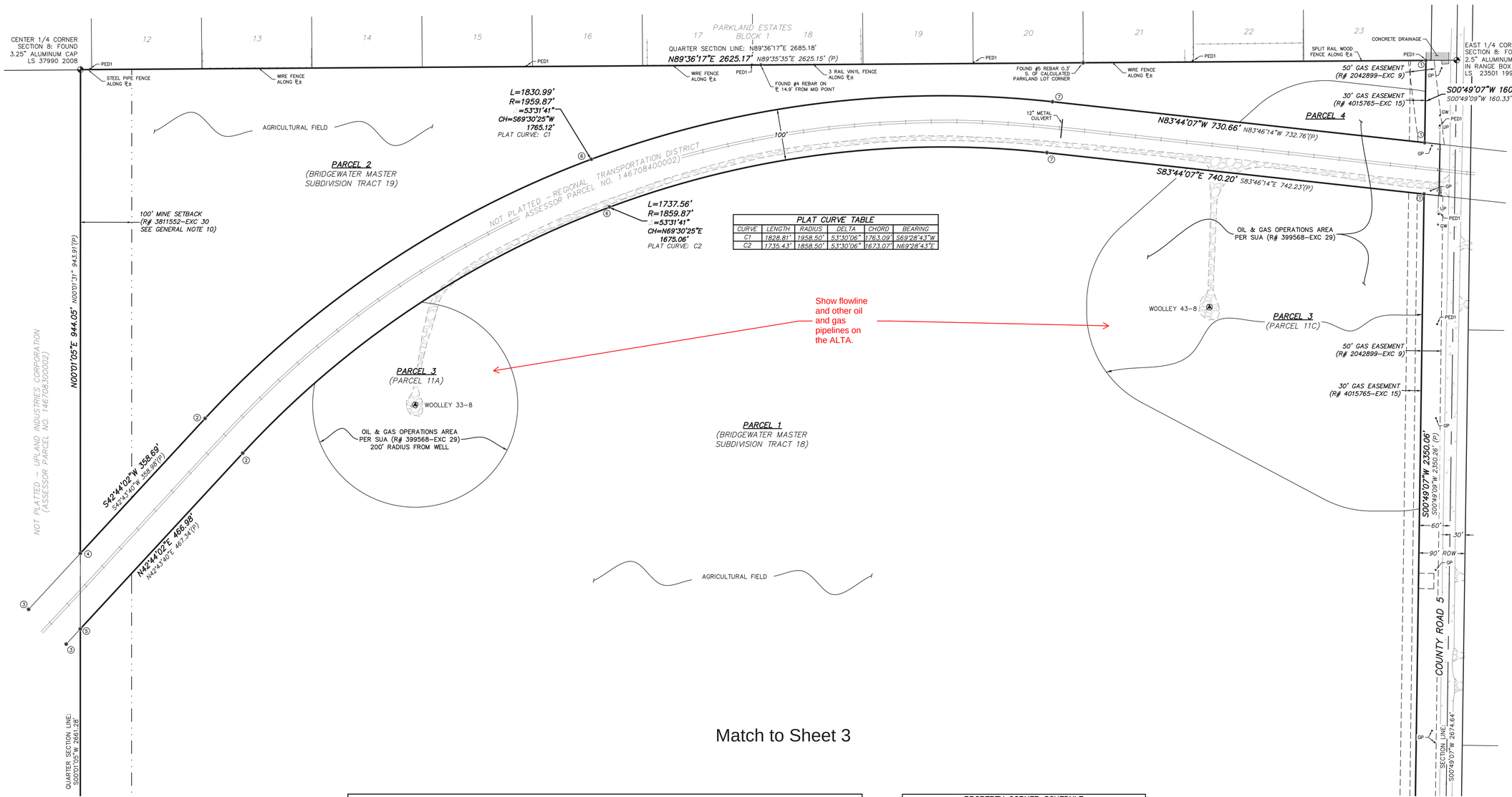
HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

ALTA/NSPS LAND TITLE SURVEY
TR 18 & 19 BRIDGEWATER
(FUTURE COLLIERS HILL FIL NO 6).
ERIE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2527-02
DATE: 08/27/20
SCALE: N/A
SHEET NO: 1 OF 3
FILE LOCATION: Q:\2527\SURVEY\ALTA\SETUP\ALTA SHCH FUT FIL 6 ALTA

ALTA/NSPS LAND TITLE SURVEY
TRACTS 18 & 19 BRIDGEWATER MASTER SUBDIVISION
(FUTURE COLLIERS HILL FILING NO. 6)

SHEET 2 OF 3



LEGEND

Water Manhole	GP	Gas Pipeline Post	Overhead Telephone Line
Light Pole (with Electric Pullbox)	GW	Guy Wire	Asphalt
Fire Hydrant	PED1	Telephone Pedestal	Concrete
Water Valve	PED2	CATV Pedestal	Dirt/Gravel
Flared End Section	SIGN	Community Sales Sign	
Wellhead (with name)	TR	Transformer	

PROPERTY CORNER SCHEDULE

1	SET 1" PLASTIC CAP ON 18" #4 REBAR, LS 37990
2	FOUND 1" PLASTIC CAP, LS 37990
3	FOUND 3.25" RTD ALUMINUM CAP, LS 24942
4	FOUND #4 REBAR, NO CAP; ADD 1" PLASTIC CAP, LS 37990
5	FOUND 1" PLASTIC CAP, LS 37990 0.2' SOUTH OF CORNER; FOUND 1.25" ALUMINUM CAP, LS 38302 1.4' NORTH OF CORNER
6	FOUND 3.25" RTD ALUMINUM CAP, LS 24942 AT CORNER; 1" PLASTIC CAP, LS 37990 1.3' SOUTHWEST OF CORNER ON LINE
7	FOUND 3.25" RTD ALUMINUM CAP, LS 24942 AT CORNER; 1" PLASTIC CAP, LS 37990 2.15' NORTHWEST OF CORNER ON LINE

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

SURVEYORS STAMP:
COLORADO LICENSED
JOHN BAZZI
08/27/20
37990
PROFESSIONAL LAND SURVEYOR

HURST & ASSOCIATES, INC.
1265 S Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

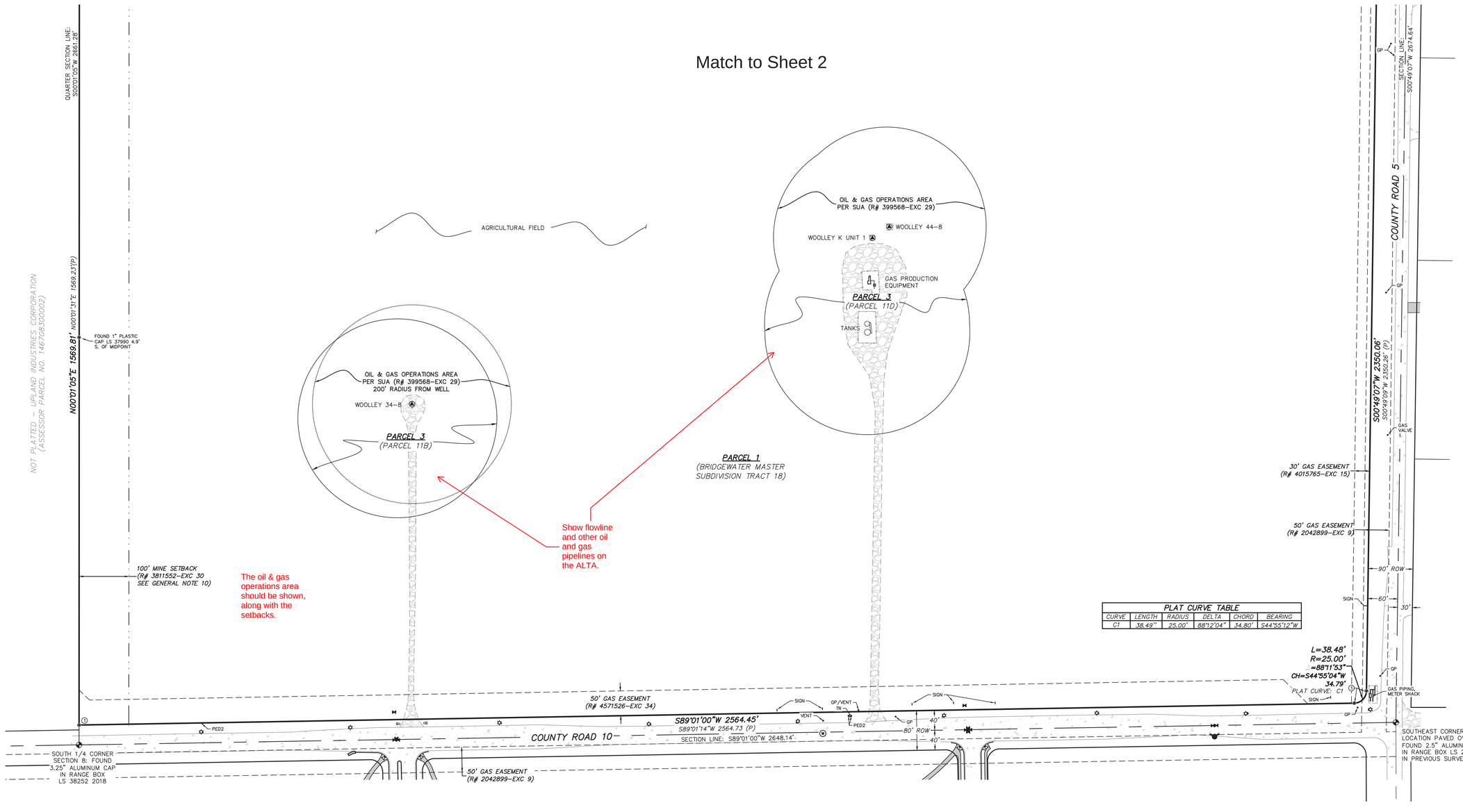
ALTA/NSPS LAND TITLE SURVEY
TR 18 & 19 BRIDGEWATER
(FUTURE COLLIERS HILL FIL NO 6).
ERIE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2527-02
DATE: 08/27/20
SCALE: 1"=100'
SHEET NO: 2 OF 3
FILE LOCATION: G:\2527\SURVEY\ALTA\SHEETS\ACH FUT FIL 6 ALTA

ALTA/NSPS LAND TITLE SURVEY
TRACTS 18 & 19 BRIDGEWATER MASTER SUBDIVISION
(FUTURE COLLIERS HILL FILING NO. 6)

SHEET 3 OF 3

Match to Sheet 2



PLAT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	38.49''	25.00'	88°12'04"	34.80'	S44°55'12"W

L E G E N D

Water Manhole	GP	Gas Pipeline Post	Overhead Telephone Line
Light Pole (with Electric Pullbox)	GW	Guy Wire	Asphalt
Fire Hydrant	PED1	Telephone Pedestal	Concrete
Water Valve	PED2	CATV Pedestal	Dirt/Gravel
Flared End Section	SIGN	Community Sales Sign	
Wellhead (with name)	TR	Transformer	

⊛ PROPERTY CORNER SCHEDULE	
1	SET 1" PLASTIC CAP ON 18" #4 REBAR, LS 37990
2	FOUND 1" PLASTIC CAP, LS 37990
3	FOUND 3.25" RTD ALUMINUM CAP, LS 24942
4	FOUND #4 REBAR, NO CAP; ADD 1" PLASTIC CAP, LS 37990
5	FOUND 1" PLASTIC CAP, LS 37990 0.2' SOUTH OF CORNER; FOUND 1.25" ALUMINUM CAP, LS 38302 1.4' NORTH OF CORNER
6	FOUND 3.25" RTD ALUMINUM CAP, LS 24942 AT CORNER; 1" PLASTIC CAP, LS 37990 1.3' SOUTHWEST OF CORNER ON LINE
7	FOUND 3.25" RTD ALUMINUM CAP, LS 24942 AT CORNER; 1" PLASTIC CAP, LS 37990 2.15' NORTHWEST OF CORNER ON LINE

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

SURVEYORS STAMP:
COLORADO LICENSED
BO BATZEL
37990
08/27/20
PROFESSIONAL LAND SURVEYOR

HURST & ASSOCIATES, INC.
1265 S Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

ALTA/NSPS LAND TITLE SURVEY
TR 18 & 19 BRIDGEWATER
(FUTURE COLLIERS HILL FIL NO 6).
ERIE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2527-02
DATE: 08/27/20
SCALE: 1"=100'
SHEET NO: 3 OF 3
FILE LOCATION: G:\2527\SURVEY\ALTA\SPS\DWG\ 8\CH FUT FIL 6 ALTA

March 12, 2021

Town of Erie
Attn: Chris LaRue
645 Holbrook St
Erie, CO 80516

Re: Bridgewater PUD Amendment No.6 – Third Submission

Dear Mr. LaRue:

Thank you for taking the time along with Town staff to review our recent submittal of the Bridgewater PUD Amendment No.6 and Bridgewater PUD Amendment No.7. Moving forward, these two applications will be combined into one amendment request. Our team has received valuable feedback and we have noted our comment responses on the following pages. Should you have any questions or concerns, please feel to reach out by phone, at 303-892-1166 or by email, emather@norris-design.com.

We look forward to working with the Town of Erie to make this project a success.

Sincerely,
Norris Design



Samantha Crowder
Senior Associate

Planning Comments for Bridgewater PUD Amendment No.6

PUD AMENDMENT NO. 6

1. Please refer to redlines for specific comments on the PUD document (**attached**).
   Response: Redline comments have been addressed and responses are noted adjacent to the original comment.

NEIGHBORHOOD MEETING

A neighborhood Meeting with notices 500 ft from all of village 14 is required per the UDC Section 10.7.6.D. This meeting needs to held prior to scheduling any public hearings for PUD Amendment No. 6. Please note that generally, the Board of Trustees has expressed concern about the effectiveness of gathering neighborhood input if a neighborhood meeting is held far in advance of a public hearing. Staff may recommend that an additional neighborhood meeting is held if the timing of the public hearing will significantly exceed six months after the neighborhood meeting.

Response: A neighborhood Meeting is planned in the coming weeks and will be held prior to any public hearings.

INFORMATIONAL COMMENTS

The following comments are informational in nature and do not require a response at this time:

1. Review Process: Prior to scheduling of the PUDA for public hearings, the final signed mylar for the shall be submitted to staff. At the time that the PUDA is acceptable to staff, the items shall be placed on the next available Planning Commission meeting as a public hearing. Prior to the hearing, the applicant shall be responsible for providing all items requested by staff. After the PC hearing, a Board of Trustees hearing is required. If the BOT approves the items, the PUDA and Rezoning documents shall be recorded.
   Response: Noted. Required noticing will be in accordance with the UDC and as directed by our case manager.

Could we replace "Bridgewater" with "Colliers Hill"?

Response: We would prefer to keep the P.U.D. under its original name.

BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001184–2020

OVERALL BOUNDARY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, ALL IN TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8;

THENCE S00°49'09"W, 2,674.68 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE SOUTHEAST CORNER OF SECTION 8/NORTHEAST CORNER OF SECTION 17;

THENCE S00°12'52"E, 2,631.66 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17 TO THE EAST QUARTER CORNER OF SECTION 17;

THENCE S00°13'30"E, 2,631.71 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE SOUTHEAST CORNER OF SECTION 17;

THENCE S88°48'09"W, 2,648.37 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE SOUTH QUARTER CORNER OF SECTION 17;

THENCE S88°48'45"W, 2,648.06 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 17 TO THE SOUTHWEST CORNER OF SECTION 17/SOUTHEAST CORNER OF SECTION 18;

THENCE N89°31'17"W, 1,298.14 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE EAST SIXTEENTH CORNER OF SECTIONS 18 AND 19;

THENCE N89°30'44"W, 88.21 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18;

THENCE N00°29'16"E, 130.00 FEET;

THENCE 453.09 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°00'00", AND A CHORD BEARING N29°00'44"W, 433.33 FEET;

THENCE N58°30'44"W, 204.67 FEET;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD AS CONVEYED BY DEED RECORDED IN BOOK 359 AT PAGE 418, BEING A LINE PARALLEL WITH AND 50.00 FEET EAST OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING NINE COURSES:

1) 629.21 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,007.50 FEET, A CENTRAL ANGLE OF 35°46'57", AND A CHORD BEARING N07°31'37"E, 619.03 FEET;
2) N10°21'52"W, 694.70 FEET;
3) 894.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,287.50 FEET, A CENTRAL ANGLE OF 39°47'36", AND A CHORD BEARING N09°31'57"E, 876.34 FEET;
4) N29°25'45"E, 224.87 FEET;
5) 463.85 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,673.50 FEET, A CENTRAL ANGLE OF 15°52'51", AND A CHORD BEARING N21°29'19"E, 462.36 FEET;
6) N13°32'54"E, 421.72 FEET;
7) 966.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 2,957.50 FEET, A CENTRAL ANGLE OF 18°43'06", AND A CHORD BEARING N04°11'21"E, 961.91 FEET;
8) N05°10'12"W, 351.67 FEET;
9) 165.07 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,575.00 FEET, A CENTRAL ANGLE OF 06°00'18", AND A CHORD BEARING N02°10'03"W, 165.00 FEET TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 18;

THENCE S89°14'48"E, 1,236.77 FEET ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER OF SECTION 18/NORTHWEST CORNER OF SECTION 17;

THENCE N89°01'14"E, 2,648.43 FEET ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17 TO THE NORTH QUARTER CORNER OF SECTION 18/SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N00°01'31"E, 2,700.60 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N89°35'35"E, 2,685.16 FEET ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

EXCEPTION 1:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 17 AND THE EAST HALF OF SECTION 18 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 18 FROM WHENCE THE SOUTHEAST CORNER LIES S00°25'10"E, 2,604.46 FEET;

THENCE S00°25'10"E, 45.70 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE POINT OF BEGINNING;

THENCE N89°34'58"W, 30.00 FEET;

THENCE ALONG THE BOUNDARY OF THE ERIE CEMETERY THE FOLLOWNG FIVE COURSES:

1) N89°34'58"W 804.84 FEET;
2) N00°04'57"W, 417.42 FEET;
3) S89°34'58"E, 163.67 FEET;
4) N00°03'40"E, 404.65 FEET;
5) S89°59'20"E, 640.42 FEET;

THENCE CONTINUING S89°59'20"E 84.53 FEET;

THENCE S00°00'00"E, 529.64 FEET;

THENCE 307.88 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 25°12'01", AND A CHORD BEARING S12°36'00"E, 305.40 FEET;

THENCE N89°34'58"W, 120.25 FEET TO THE POINT OF BEGINNING;

EXCEPTION 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8;

THENCE S00°49'09"W, 167.29 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, S00°49'09"W 100.45 FEET;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, BEING A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING THREE COURSES:

1) N83°46'14"W, 802.50 FEET;
2) 1,735.43 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,858.50 FEET, A CENTRAL ANGLE OF 53°30'06", AND A CHORD BEARING S69°28'43"W, 1,673.07 FEET;
3) S42°43'40"W, 467.34 FEET;

THENCE N00°01'31"E, 147.45 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

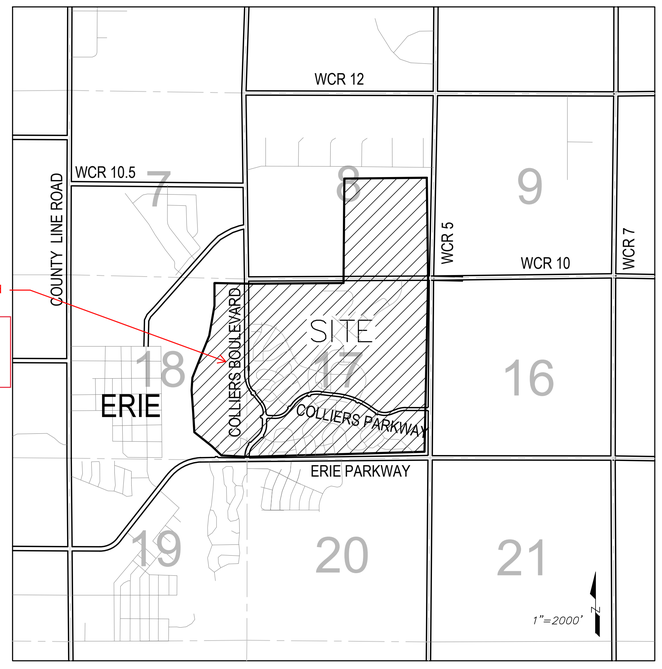
THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, BEING A LINE PARALLEL WITH AND 50.00 FEET NORTH OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING THREE COURSES:

1) N42°43'40"E, 358.98 FEET;
2) 1,828.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,958.50 FEET, A CENTRAL ANGLE OF 53°30'06", AND A CHORD BEARING N69°28'43"E, 1,763.09 FEET;
3) S83°46'14"E, 793.02 FEET TO THE POINT OF BEGINNING.

NET ACREAGE: 965.83 ACRES

Cemetery should not be a part of the shaded area.

Response: Cemetery has been noted.



VICINITY MAP

NOTES

1. Bearings are based on the south line of the Southeast Quarter, assumed to bear S88°48'09"W.
2. The development of BridgeWater will be phased. The specifics of this phasing and the associated infrastructure requirements are outlined in the BridgeWater Annexation Agreement. This PUD Overlay Map modifies standards set forth in the Town of Erie Municipal Code Title 10 (Code) to allow the phased development of this project.
3. This PUD Overlay Map modifies the dimensional standards set forth in the Town of Erie's UDC to allow the phased development of this project over approximately a 15 year period. The ability to modify specific sections of the UDC within this PUD allows the developer to commit to the construction and financing of the necessary public improvements for BridgeWater as outlined in the BridgeWater Annexation Agreement. The justifications for any variances requested are set forth in this PUD.
4. In the event there is any discrepancy between the Code and this PUD, the PUD shall control. Any provisions that are not specifically addressed in the approved PUD shall comply with the Code.
5. Prior to the issuance of the first building permit the Developer, at its option, may submit and request approval of specific design standards for the PUD that generally meet or exceed the UDC standards as of the date of approval of the PUD Overlay.
6. Multi–family building height measured per UDC Sections 10.11.3 and per 10.6.4.B.2 and per 10.6.4.G.6.

SHEET INDEX

Update index to include architectural standards for 4H. List what the standards are for. i.e. SFD, duplex, SFA.

1. COVER SHEET
2. P.U.D. PLAN
3. P.U.D. TABLE & SECTIONS
4. P.U.D. TABLE & ELEVATIONS
5. ARCHITECTURE STANDARDS
6. ARCHITECTURE STANDARDS
7. ARCHITECTURE STANDARDS

Response: Sheet index has been updated.

SURVEYOR'S CERTIFICATE

I, BO BAIZE, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PUD OVERLAY MAP TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED LEGAL DESCRIPTION.

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

_____
BO BAIZE
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #37990

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

PLANNING COMMISSION CERTIFICATE

THIS PUD OVERLAY MAP WAS REVIEWED BY THE PLANNING COMMISSION ON THE DATE OF _____ DAY OF _____, 20___.

_____
CHAIRPERSON

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PUD OVERLAY MAP IS TO BE KNOWN AS THE "BRIDGEWATER PUD OVERLAY MAP–AMENDMENT NO. 6" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 20___.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF WELD)

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20___ AND WAS RECORDED AT RECEPTION NO. _____.

_____
WELD COUNTY CLERK AND RECORDER

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, TIN, R68W OF THE 6TH P.M. WELD COUNTY, CO.

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
1265 S Public Road
Suite B
Lafayette, CO 80026
303.449.9105
www.hurst-assoc.com

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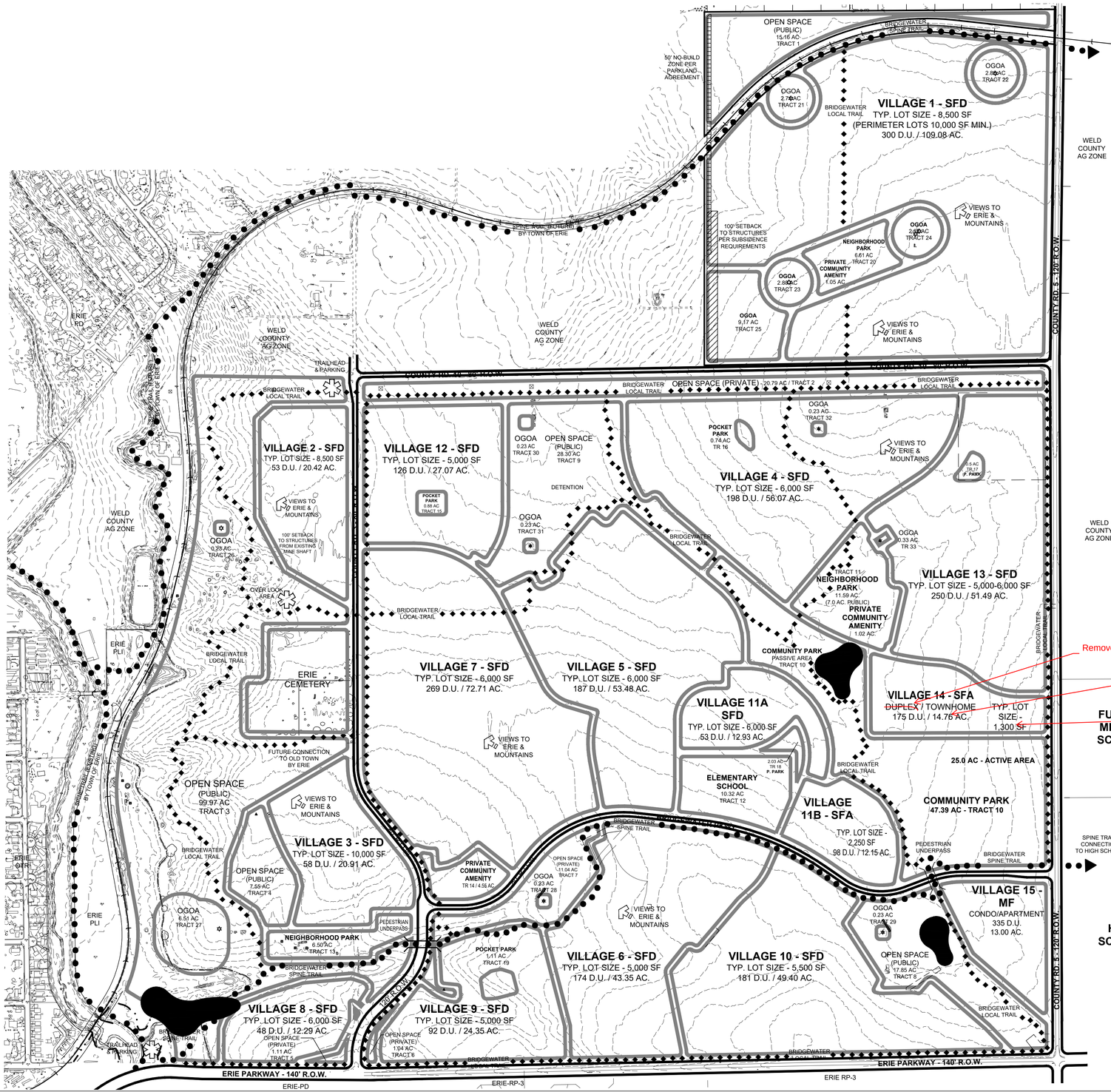
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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001184–2020



PROPOSED P.U.D. TABLES

PARKS AND OPEN SPACE COMPLIANCE		
PARK AREA (based on 2,880 d.u. max.)	**REQUIRED** (per Annex/PUD)	**PROVIDED** (w/ Sketch Plan)
COMMUNITY PARK	40.0 ac.	47.39 ac.
NEIGHBORHOOD PARKS	24.0 ac.	24.70 ac. (5.64 ac. Private)
POCKET PARKS	4.0 ac.	5.24 ac.
OPEN SPACE (based on 2,880 d.u. max.)		
PUBLIC OPEN SPACE (tracts 1, 3, 4, 8 & 9)	136.6 ac.	168.82 ac.
PRIVATE OPEN SPACE (tracts 2, 5, 6, 7 & 14)	45.0 ac.	38.53 ac.

This table may need to be updated per the comments provided on PUD Amendment No. 7.

Response: Tables have been updated.

LAND USE SUMMARY OVERVIEW		
TYPE	**AREA**	**% OF TOTAL AREA**
RESIDENTIAL AREAS	593.46 ac.	61%
SCHOOL PARCEL	10.32 ac.	1%
PARKS & OPEN SPACE	284.68 ac.	29%
OUTLOTS (OIL & GAS)	28.76 ac.	3%
PUBLIC RIGHT-OF-WAY	48.61 ac.	5%
TOTAL ACREAGE	965.83 ac.	100%
GROSS DENSITY	2,880 d.u. = 2.98 d.u./ac.	

LAND USE SUMMARY				
TRACT	AREA	USE	TARGET D.U.	ZONE DISTRICT
VILLAGE 1	109.08 AC	SFD	300	SR
VILLAGE 2	20.42 AC	SFD	53	LR
VILLAGE 3	20.91 AC	SFD	58	LR
VILLAGE 4	56.07 AC	SFD	198	LR
VILLAGE 5	53.48 AC	SFD	187	LR
VILLAGE 6	43.35 AC	SFD	174	LR
VILLAGE 7	72.71 AC	SFD	269	LR
VILLAGE 8	12.29 AC	SFD	48	LR
VILLAGE 9	24.35 AC	SFD	92	LR
VILLAGE 10	49.40 AC	SFD	181	LR
VILLAGE 11A	12.93 AC	SFD	53	LR
VILLAGE 11B	12.15 AC	SFA	98	LR
VILLAGE 12	27.07 AC	SFD	126	LR
VILLAGE 13	51.49 AC	SFD	250	LR
VILLAGE 14	14.76 AC	SFA	175	LR
VILLAGE 15	13.00 AC	SFA	335	LR
SUBTOTAL	593.46 AC		2,597 D.U.	
			2,880 MAXIMUM NUMBER OF UNITS ALLOWED	

Sketch Plan states 14.69 acres.

Response: Acreage has been revised.

TRACT 10	47.39 AC	C/PARK	N/A	LR
TRACT 11	11.59 AC	N/PARK	N/A	LR
TRACT 12	10.32 AC	SCHOOL	N/A	LR
TRACT 13	6.50 AC	N/PARK	N/A	OS
TRACT 15	0.88 AC	P/PARK	N/A	LR
TRACT 16	0.74 AC	P/PARK	N/A	LR
TRACT 17	0.50 AC	P/PARK	N/A	LR
TRACT 18	2.03 AC	P/PARK	N/A	LR
TRACT 19	1.11 AC	P/PARK	N/A	LR
TRACT 20	6.61 AC	N/PARK	N/A	SR
PARK AREA	87.65 AC			

Response: "Duplex" has been removed.

Remove "duplex".

The sketch plan lists this as 14.69 acres. Update accordingly.

Response: Acreage has been revised.

Sketch Plan lists the smallest lot size at 1,250 SF. Update accordingly.

Response: Unit size has been revised.

TRACT 1	15.16 AC	O.S. PUBLIC	N/A	ER
TRACT 2	20.79 AC	O.S. PRIVATE	N/A	LR
TRACT 3	99.97 AC	O.S. PUBLIC	N/A	OS
TRACT 4	7.55 AC	O.S. PUBLIC	N/A	LR
TRACT 5	1.11 AC	O.S. PRIVATE	N/A	LR
TRACT 6	1.04 AC	O.S. PRIVATE	N/A	LR
TRACT 7	11.04 AC	O.S. PRIVATE	N/A	LR
TRACT 8	17.85 AC	O.S. PUBLIC	N/A	LR
TRACT 9	28.30 AC	O.S. PUBLIC	N/A	LR
TRACT 14	4.55 AC	O.S. PRIVATE	N/A	LR
OPEN SPACE	207.35 AC			

TRACT 21	2.71 AC	O.G.O.A.	N/A	SR
TRACT 22	2.88 AC	O.G.O.A.	N/A	SR
TRACT 23	2.88 AC	O.G.O.A.	N/A	SR
TRACT 24	2.88 AC	O.G.O.A.	N/A	SR
TRACT 25	9.17 AC	O.G.O.A.	N/A	SR
TRACT 26	0.23 AC	O.G.O.A.	N/A	OS
TRACT 27	6.51 AC	O.G.O.A.	N/A	OS
TRACT 28	0.23 AC	O.G.O.A.	N/A	LR
TRACT 29	0.23 AC	O.G.O.A.	N/A	LR
TRACT 30	0.23 AC	O.G.O.A.	N/A	LR
TRACT 31	0.23 AC	O.G.O.A.	N/A	LR
TRACT 32	0.23 AC	O.G.O.A.	N/A	LR
TRACT 33	0.33 AC	O.G.O.A.	N/A	LR
O.G.O.A.	28.76 AC			

NOTES:

1. DEVELOPABLE UNITS (D.U.) MAY BE TRANSFERRED BETWEEN VILLAGE PARCELS AS LONG AS THE TOTAL PROJECT DENSITY IS NOT EXCEEDED.

2. VILLAGE AND TRACT BOUNDARIES SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED AS LONG AS THE TOTAL AREA WITHIN THE BOUNDARY IS ADHERED TO.

GRAPHIC SCALE

400 0 200 400 800 1600

(IN FEET)

1 inch = 400 ft.

BRIDGEWATER P.U.D OVERLAY MAP

SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, TIN, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001184–2020

DIMENSIONAL STANDARDS

	MINIMUM LOT STANDARDS		MINIMUM LOT SETBACKS (FT.) (2,3,7)				MAX. HT.
DISTRICT	WIDTH (FT.)	AREA (S.F.)	FRONT (6)	SIDE (1,4) (TO ABUTTING STREET)	SIDE (1,4) (TO INTERIOR LOT)	REAR (4,5)	
ER	100'	40,000	PRIN. - 30'	30'	10'	PRIN. - 30'	PRIN. - 35'
			ACC. - 40'			ACC. - 10'	
SR	75'	SFD 8,500	PRIN. - 25'	20'	PRIN. - 10'	PRIN. - 25'	PRIN. - 35'
		MF 5,000/D.U.	ACC. - 35'		ACC. - 5'	ACC. - 5'	ACC. - 30'
LR (WITH SFD)	40'	3,500	PRIN. - 20'	10'	6'	PRIN. - 20'	PRIN. - 35'
	50' CORNER LOTS		ACC. - 30'			ACC. - 5'	ACC. - 25'
LR (VILLAGE 15 APARTMENTS)	NONE	1,500	PRIN. - 20'	10'	NONE	PRIN. - 20'	PRIN. - 35' (9)
			ACC. - 30'			ACC. - 5'	ACC. - 25'
LR (DUPLEX ALLEY LOADED)	30'	2,250	PRIN. (OS) - 6'	10'	6'	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12'			ACC. - N/A	ACC. - 25'
LR (TOWNHOME ALLEY LOADED)	20'	1,300	PRIN. (OS) - 6'	10'	6'	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12'			ACC. - N/A	ACC. - 25'

(1) ZERO LOT LINE SETBACKS SHALL BE PERMITTED FOR ATTACHED BUILDINGS PROVIDED THAT THE BUILDING MEETS THE ZONE DISTRICT INTERIOR LOT LINE SETBACK ON THE SIDE OF THE BUILDING THAT IS NOT ATTACHED

(2) MULTIPLE PRINCIPAL BUILDINGS ON A SINGLE LOT SHALL BE SEPARATED BY A DISTANCE EQUAL TO THE DISTANCE THAT WOULD BE REQUIRED IF THEY WERE SEPARATED BY A SIDE TO INTERIOR LOT LINE.

(3) FRONT, SIDE, AND REAR SETBACKS SHALL ALLOW FOR ENCROACHMENTS UP TO 2 FEET BEYOND THE BUILDING FOUNDATION FOR ABOVE-GRADE FEATURES INCLUDING EAVES, COUNTERFORTS, FIREPLACE BOX-OUT, STOOPS, BAY WINDOWS, ROOM CANTILEVERS, AND OVERHANGS PROVIDED THAT THE LIVING SPACE OF THE PROJECTION DOES NOT EXCEED 20 SQUARE FEET IN EACH INSTANCE AND EXTEND MORE THAN 2 FEET. THERE SHALL BE NO MORE THAN TWO (2) ABOVE-GRADE LIVING SPACE ENCROACHMENTS PER ELEVATION ARTICULATION (AS DEFINED IN 10.6.7.F.1.d.ii.(C)). REAR ENCROACHMENTS ARE NOT PERMITTED WITH ALLEY LOADED LOTS.

(4) SIDE AND REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR ENCROACHMENTS UP TO 3 FEET BEYOND THE BUILDING FOUNDATION FOR BELOW-GRADE WINDOW WELLS.

(5) REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR AN ENCROACHMENT OF UP TO 6' FOR A COVERED PATIO (NOT ENCLOSED).

(6) REDUCTION OF FRONT SETBACK TO 15' IS ALLOWED WHEN A GARAGE SIDES TO THE R.O.W.

(7) PROPERTY LINES ABUTTING THE EXTERIOR BOUNDARY OF THIS PUD SHALL ADHERE TO ALL REQUIRED SETBACKS OF THE UNDERLYING ZONE DISTRICT UNLESS OTHERWISE NOTED IN THE PUD.

(8) NO ENCROACHMENTS ARE PERMITTED OVER THE 0' REAR SETBACKS, THIS INCLUDES ALL ARCHITECTURAL FEATURES SUCH AS EAVES, OVERHANGS, AND OTHER.

(9) MUTLI-FAMILY BUILDING HEIGHT MEASURED PER UDC SECTIONS 10.11.3 AND PER 10.4.2.B.2 AND PER 10.6.4.G.6.

Sketch plan lists smallest lot size as 1,250 SF. Update accordingly.

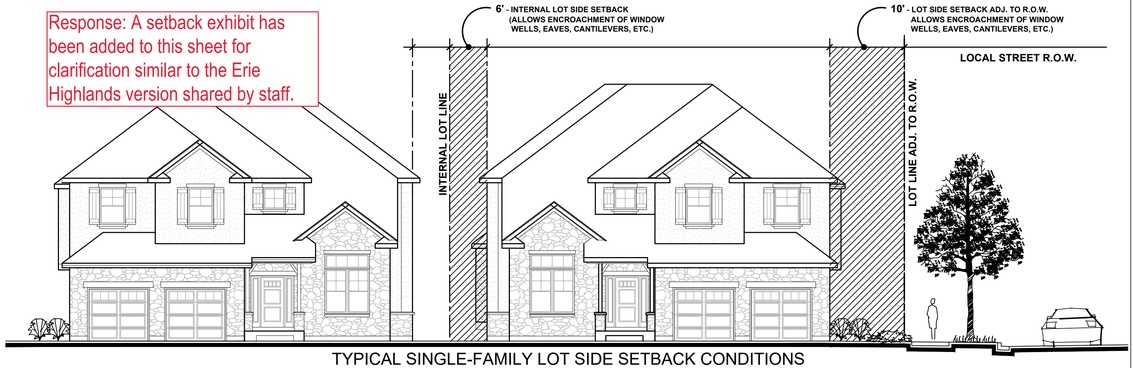
Response: Lot size has been revised.

Will the TH products have basements? If not, this shouldn't be applicable to the TH area.

Response: TH products do not have basements, but as this note is generally applicable to side setbacks throughout the community the note will remain.

Not sure where the front is? Wouldn't the landscape common area be a 0' setback with encroachments? Is the alley the front setback? An exhibit should be included within the PUD depicting the setbacks. See "Erie Highlands PUD Zoning Map Amendment No. 2" where a "definitions" key was provided.

Response: A setback exhibit has been added to this sheet for clarification similar to the Erie Highlands version shared by staff.



TYPICAL SINGLE-FAMILY LOT SIDE SETBACK CONDITIONS
(ENCROACHMENTS ALLOWED IN SETBACKS)

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001184-2020

The townhomes should be in their own separate section/sheet from the duplex standards.

Please review section 10.6.7.F. You will need to bring in the items that are being altered. or changed. Please provide an analysis listing the code requirement and the change being made. This should be similar to the apartment amendment. Specifically of note:
-Section 10.6.7.F.c.ii.(A) & (B) - Primary entrances shall be oriented to primary streets/common open areas, and primary entrances shall not be on an alley.

Response: A separate sheet has been added to this document for the townhome product. Re: Sheet 8.

These standards are considerably more strict than the TH standards found within the UDC. Just wanted to make sure this is the intention. Also, will these work for this development?

Response: Consistency throughout the community for a high level of architectural design is encouraged.

Architectural standards for Single-Family Attached Dwelling Units - These standards replace subsection 10.6.7.E and 10.6.7.F of the Unified Development Code and are only applicable for Village 11B and 14.

1. Architectural Variety and Character
   - *a. Architectural Variety*
     - *I. Design Standards*
       - (A) No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.
       - (B) No identical model plan elevation shall be repeated more than once within every 4 lots on the same side of any street.
       - (C) A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.
   - *b. Architectural Character*
     - *I. Design Standards*
       - (A) Each elevation unit shall include a minimum of 2 windows (or 1 window and 1 door) per floor. For rear elevations where there is not enough space for both a garage door and an additional window, window panels within the garage door will suffice.
       - (B) Each front elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.
       - (C) A variety of roof forms should be used. Single, unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g.: Mansard)
       - (D) The main roof should extend beyond the primary façade by a minimum of 1 foot.
       - (E) An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below. Application of the side elevation design enhancement shall be applied in a manner that is consistent with the design elements of the front elevation.
         - (1) The addition of 1 window unit.
         - (2) A change in wall plane by providing 1 or more of the following options:
           - An additional wall plane change.
           - A projecting or cantilevered living space.
           - A bay or boxed window.
         - (3) A covered porch or deck.
         - (4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.
         - (5) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.
       - (F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground. Columns supporting upper story decks should be 8 inches x 8 inches minimum, finished.
     - *II. Materials*
       - (A) All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long lasting appearance.

This may not be the right term.

Response: Architectural standards for the Townhome product have been revised to reflect similar terminology as shown in the UDC.

2. Orientation of Dwellings to the Street
   Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit facing, and generally visible from, the front lot line of the property and within 8 feet of the most forward plane of the ground level living space. On corner lots, the pedestrian doorway may face any adjacent street. Unless prohibited by terrain or other site constraints, the orientation of the homes shall repeat the predominant relationship of building to buildings and buildings to street along the same block or facing block. An exception shall be made for alley-loaded single-family attached dwelling units that do not have street frontage but do front onto a park or landscaped common area. In such case where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street.

These are confusing with respect to what the setbacks are called. The setback key referenced on page 2 should help clear this up.

Response: Architectural standards for the Townhome product have been revised to reflect similar terminology as shown in the UDC.

3. Landscaped Common Area
   Landscaped Common Areas shall be defined as common landscape and pedestrian areas within residential neighborhoods where alley-loaded buildings front each other and a street is not present. These spaces are envisioned as a publicly accessible space via a public access easement granted over a portion of the front setback of a rear-loaded single-family attached lot. Landscaped Common Areas shall be a minimum of 30' in width as measured between the front primary facades of facing buildings. Encroachments are permitted for the following architectural appurtenances: Covered front porches up to 6' (inclusive of roof overhangs), front stoops or uncovered patios up to 5', second-story architectural cantilevers up to 3' (inclusive of roof overhangs), bay windows up to 3' (inclusive of roof overhangs), other above-grade features such as roof overhangs, eaves, counterforts, and fireplace box-outs up to 2'. See exhibit 3.1 below.

Fencing should specifically be noted as not permitted in the landscape common area.

Response: Fencing is not permitted in the Landscape Common Area and has been noted as such in the text as well as the Exhibit shown below.

4. Front Stoop
   For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a front stoop shall be 3 feet in width.

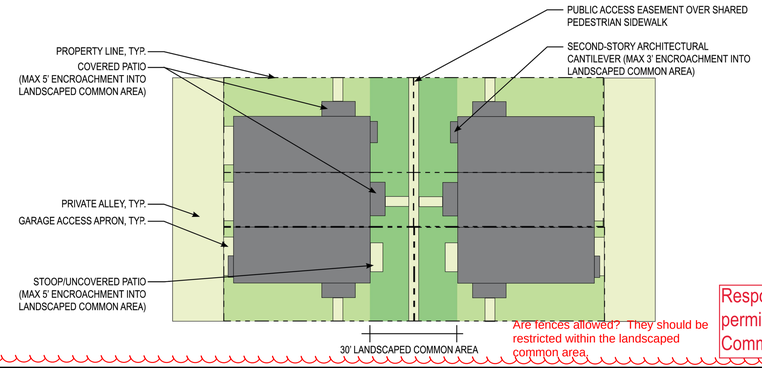
5. Front Porches
   For model plans with a front porch, the front porch shall be a minimum size of 50 square feet, with a minimum depth of 5 feet. Square footage should be one plane and doesn not include the stoop area if the stoop area is raised from the remainder of the porch.

does

Response: Revised.

6. Bicycle Racks
   One (1) guest bicycle rack shall be provided for every 10 single-family attached units. Loop bicycle racks shall accommodate 2 bicycles per loop. Racks shall be distributed evenly throughout the single-family attached residential area, with priority focused on key pedestrian areas and circulation paths.

EXHIBIT 1.1



How are the end units which face each other dealt with in terms of what their front doors face? See section 10.6.7.F.1.c. Another exhibit may be necessary for this circumstance. See sketch plan.

Response: Front doors within the site plan have been adjusted to be on the "front" of the units unless fronting onto a street, park or Town owned open space.

Are fences allowed? They should be restricted within the landscaped common area.

Response: Fencing is not permitted in the Landscape Common Area.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001213–2020

OVERALL BOUNDARY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, ALL IN TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8;

THENCE S00°49'09"W, 2,674.68 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE SOUTHEAST CORNER OF SECTION 8/NORTHEAST CORNER OF SECTION 17;

THENCE S00°12'52"E, 2,631.66 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17 TO THE EAST QUARTER CORNER OF SECTION 17;

THENCE S00°13'30"E, 2,631.71 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE SOUTHEAST CORNER OF SECTION 17;

THENCE S88°48'09"W, 2,648.37 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE SOUTH QUARTER CORNER OF SECTION 17;

THENCE S88°48'45"W, 2,648.06 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 17 TO THE SOUTHWEST CORNER OF SECTION 17/SOUTHEAST CORNER OF SECTION 18;

THENCE N89°31'17"W, 1,298.14 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE EAST SIXTEENTH CORNER OF SECTIONS 18 AND 19;

THENCE N89°30'44"W, 88.21 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18;

THENCE N00°29'16"E, 130.00 FEET;

THENCE 453.09 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°00'00", AND A CHORD BEARING N29°00'44"W, 433.33 FEET;

THENCE N58°30'44"W, 204.67 FEET;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD AS CONVEYED BY DEED RECORDED IN BOOK 359 AT PAGE 418, BEING A LINE PARALLEL WITH AND 50.00 FEET EAST OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING NINE COURSES:

1) 629.21 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,007.50 FEET, A CENTRAL ANGLE OF 35°46'57", AND A CHORD BEARING N07°31'37"E, 619.03 FEET;
2) N10°21'52"W, 694.70 FEET;
3) 894.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,287.50 FEET, A CENTRAL ANGLE OF 39°47'36", AND A CHORD BEARING N09°31'57"E, 876.34 FEET;
4) N29°25'45"E, 224.87 FEET;
5) 463.85 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,673.50 FEET, A CENTRAL ANGLE OF 15°52'51", AND A CHORD BEARING N21°29'19"E, 462.36 FEET;
6) N13°32'54"E, 421.72 FEET;
7) 966.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 2,957.50 FEET, A CENTRAL ANGLE OF 18°43'06", AND A CHORD BEARING N04°11'21"E, 961.91 FEET;
8) N05°10'12"W, 351.67 FEET;
9) 165.07 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,575.00 FEET, A CENTRAL ANGLE OF 06°00'18", AND A CHORD BEARING N02°10'03"W, 165.00 FEET TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 18;

THENCE S89°14'48"E, 1,236.77 FEET ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER OF SECTION 18/NORTHWEST CORNER OF SECTION 17;

THENCE N89°01'14"E, 2,648.43 FEET ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17 TO THE NORTH QUARTER CORNER OF SECTION 18/SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N00°01'31"E, 2,700.60 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N89°35'35"E, 2,685.16 FEET ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

EXCEPTION 1:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 17 AND THE EAST HALF OF SECTION 18 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 18 FROM WHENCE THE SOUTHEAST CORNER LIES S00°25'10"E, 2,604.46 FEET;

THENCE S00°25'10"E, 45.70 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE POINT OF BEGINNING;

THENCE N89°34'58"W, 30.00 FEET;

THENCE ALONG THE BOUNDARY OF THE ERIE CEMETERY THE FOLLOWNG FIVE COURSES:

1) N89°34'58"W 804.84 FEET;
2) N00°04'57"W, 417.42 FEET;
3) S89°34'58"E, 163.67 FEET;
4) N00°03'40"E, 404.65 FEET;
5) S89°59'20"E, 640.42 FEET;

THENCE CONTINUING S89°59'20"E 84.53 FEET;

THENCE S00°00'00"E, 529.64 FEET;

THENCE 307.88 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 25°12'01", AND A CHORD BEARING S12°36'00"E, 305.40 FEET;

THENCE N89°34'58"W, 120.25 FEET TO THE POINT OF BEGINNING;

EXCEPTION 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8;

THENCE S00°49'09"W, 167.29 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, S00°49'09"W 100.45 FEET;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, BEING A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING THREE COURSES:

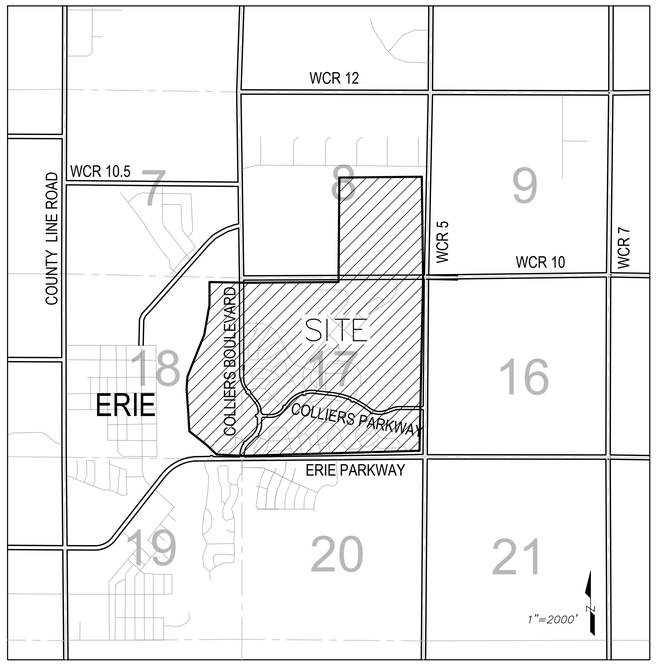
1) N83°46'14"W, 802.50 FEET;
2) 1,735.43 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,858.50 FEET, A CENTRAL ANGLE OF 53°30'06", AND A CHORD BEARING S69°28'43"W, 1,673.07 FEET;
3) S42°43'40"W, 467.34 FEET;

THENCE N00°01'31"E, 147.45 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, BEING A LINE PARALLEL WITH AND 50.00 FEET NORTH OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING THREE COURSES:

1) N42°43'40"E, 358.98 FEET;
2) 1,828.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,958.50 FEET, A CENTRAL ANGLE OF 53°30'06", AND A CHORD BEARING N69°28'43"E, 1,763.09 FEET;
3) S83°46'14"E, 793.02 FEET TO THE POINT OF BEGINNING.

NET ACREAGE: 965.83 ACRES



VICINITY MAP

NOTES

1. Bearings are based on the south line of the Southeast Quarter, assumed to bear S88°48'09"W.
2. The development of BridgeWater will be phased. The specifics of this phasing and the associated infrastructure requirements are outlined in the BridgeWater Annexation Agreement. This PUD Overlay Map modifies standards set forth in the Town of Erie Municipal Code Title 10 (Code) to allow the phased development of this project.
3. This PUD Overlay Map modifies the dimensional standards set forth in the Town of Erie's UDC to allow the phased development of this project over approximately a 15 year period. The ability to modify specific sections of the UDC within this PUD allows the developer to commit to the construction and financing of the necessary public improvements for BridgeWater as outlined in the BridgeWater Annexation Agreement. The justifications for any variances requested are set forth in this PUD.
4. In the event there is any discrepancy between the Code and this PUD, the PUD shall control. Any provisions that are not specifically addressed in the approved PUD shall comply with the Code.
5. Prior to the issuance of the first building permit the Developer, at its option, may submit and request approval of specific design standards for the PUD that generally meet or exceed the UDC standards as of the date of approval of the PUD Overlay.
6. Multi–family building height measured per UDC Sections 10.11.3 and per 10.6.4.B.2 and per 10.6.4.G.6.

Response: Noted. A neighborhood meeting will be held prior to any public hearings.

Note: A neighborhood Meeting with notices 500 ft from all of village 1 is required per the UDC. This meeting needs to held prior to scheduling any public hearings for PUD Amendment No. 7.

SHEET INDEX

1. COVER SHEET
2. P.U.D. PLAN
3. P.U.D. TABLE & SECTIONS
4. P.U.D. TABLE & ELEVATIONS
5. ARCHITECTURE STANDARDS
6. ARCHITECTURE STANDARDS
7. ARCHITECTURE STANDARDS
8. ARCHITECTURE STANDARDS

SURVEYOR'S CERTIFICATE

I, BO BAIZE, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PUD OVERLAY MAP TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED LEGAL DESCRIPTION.

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

_____
BO BAIZE
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #37990

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

PLANNING COMMISSION CERTIFICATE

THIS PUD OVERLAY MAP WAS REVIEWED BY THE PLANNING COMMISSION ON THE DATE OF _____ DAY OF _____, 20___.

_____
CHAIRPERSON

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PUD OVERLAY MAP IS TO BE KNOWN AS THE "BRIDGEWATER PUD OVERLAY MAP–AMENDMENT NO. 7" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 20___.

Add the word "A" in place of "The Regular".

_____
MAYOR

Response: Revised.

ATTEST:

_____
TOWN CLERK

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF WELD)

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20___ AND WAS RECORDED AT RECEPTION NO. _____.

_____
WELD COUNTY CLERK AND RECORDER

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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SCALE HOR.	N/A
VERT.	N/A
DESIGN/APPR.	BO
DRAWN BY	BO
DATE	11/18/20
SHEET	1 OF 8

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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001213–2020

Response: The label has been noted as "Private" per direction from the Parks Dept.

Please see the Parks comments regarding the sketch plan. It was stated the Town does not want to own or maintain this property. This will need to be updated on the PUD.

Response: The Applicant will provide documentation of the capped and abandoned wells.

The narrative indicates many wells have been plugged and abandoned or are scheduled to be plugged abandoned. Documentation needs to be provided regarding this issue with this application. The documentation should also demonstrate the vacation of all easements and removal of all flow lines. The ALTA doesn't depict any wells as having been plugged and abandoned, nor are the flow lines shown or any easements.

Response: The Applicant is working with the oil and gas company to release this area from future operations. Revised documentation will be provided.

How does this work with UDC Section 10.12.4.C which requires new oil & gas infrastructure to be "...located at least 2,000 ft from the boundary line of platted residential lots or parks, sports fields and playgrounds, or other outside activity areas and any occupied structure"? Future oil and gas operations may be impacted if the homes/park are platted first. Please discuss with the o & g operators.

Lots range from 5,200 sf to 9,400 sf. This could state 5,200 to 9,500 SF.

Response: Label has been revised.

Please use a consistent name for this product. This label states "SFA". Page 2 calls them "duplex alley loaded". Sketch calls them "Single Family paired".

Response: Label has been revised.

Should state the same as the original PUD. "Perimeter Lots 10,000 SF minimum".

Response: Label has been revised.

Discrepancy in the area with the sketch plan. Please list correct amount. These numbers put the DU/AC at 3.91 which exceeds the SR zoning. Per Master Plat this area is 136.55. Per the Bridgewater Zoning Map Amendment # 1 the area is 142.25 acres. Total number of dwelling units may need to be reduced.

Response: Acreages shown are reflective of the zoning and include adjacent ROW areas and do not include areas for oil and gas, therefore the acreage will not be consistent with the sketch plan.

141.49 acres required per current UDC.

The Town owns 95.67ac of OS. Another 7.83 acres (Parcel # 146718435014) are in initial acceptance. 42.491 acres are still in Daybreak Recovery ownership - west of F 5

Town owned + initial acceptance + Daybreak owned = 145.991 total acres. Adding in Tract 1 (which Parks stated they don't want to own or maintain) the total comes to 161.151 acres.

This creates a 7.679 acres discrepancy. Please account for the difference.

Response: Acreages represented in this PUD are reflective of zoning areas and are not a direct comparison to approved acreages represented in Final Plats.

Split Village 1 into Village 1A and 1B. This would be similar to how Village 11 was split. Update Landuse Summary table accordingly. 1A SFD / 1B SFA

Provide an exhibit for the oil and gas impacts. It should depict all the relevant components of the SUAs and the UDC. See comment # 2 on the sketch plan comments, which will require responses with PUD Amendment No. 7.

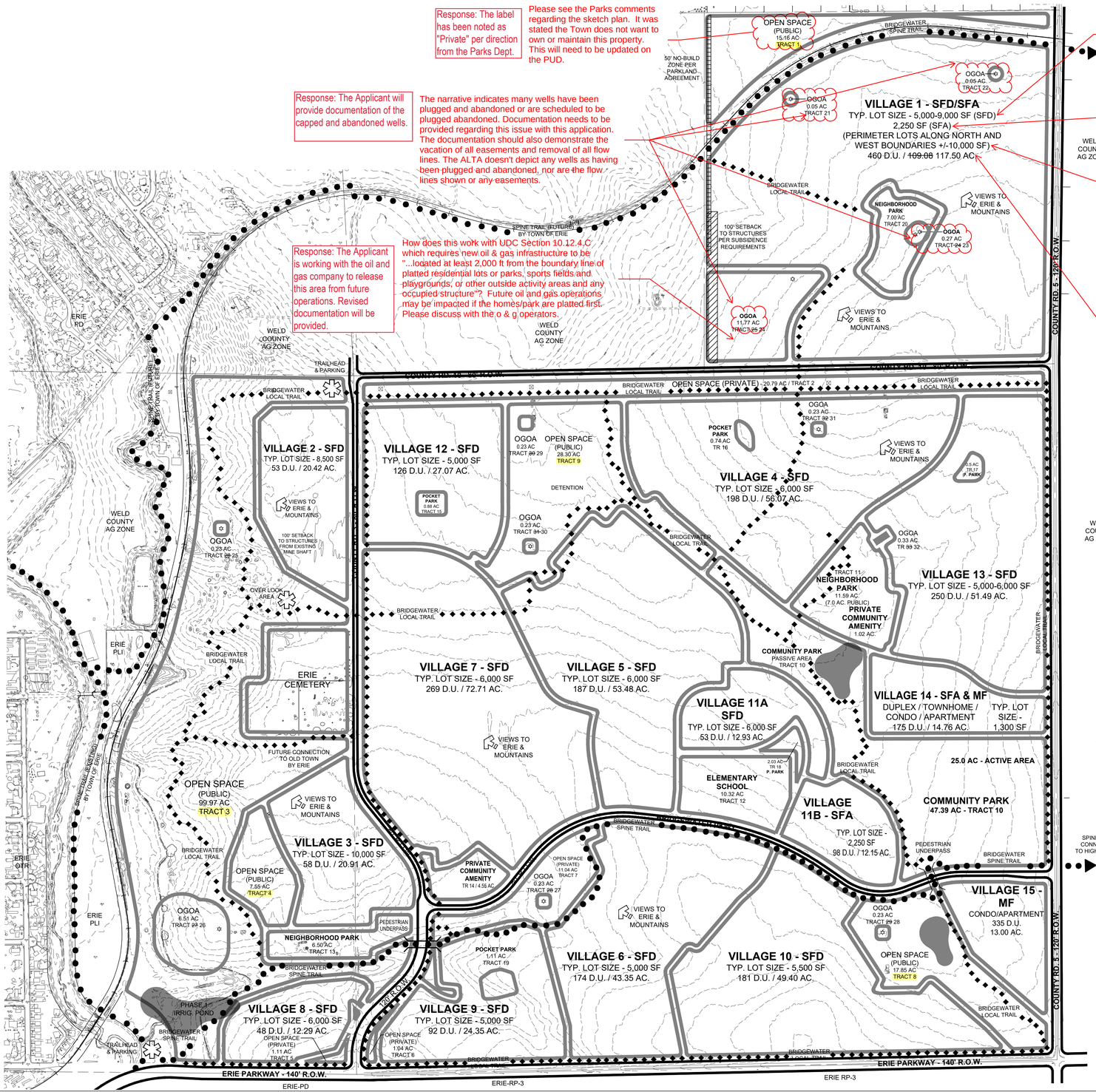
Response: Oil and Gas adjustments are still in the process of negotiation and finalization between the applicant and mineral ownerships. Finalized SUAs will be shared with staff upon completion.

What does the "sketch plan" reference?

Response: Label has been revised.

Different amount listed on the sketch plan, ALTA, zoning map, and Master Plat. Account for the discrepancy and use the correct number.

Response: Acreages represented in this PUD are reflective of zoning areas and are not a direct comparison to approved acreages represented in Final Plats.



PROPOSED P.U.D. TABLES

PARKS AND OPEN SPACE COMPLIANCE	REQUIRED (per Annex/PUD)	PROVIDED (w/ Sketch Plan)
PARK AREA (based on 2,880 d.u. max.)		47.39 ac.
COMMUNITY PARK	40.0 ac.	25.09 ac.
NEIGHBORHOOD PARKS	24.0 ac.	5.26 ac.
POCKET PARKS	4.0 ac.	
OPEN SPACE (based on 2,880 d.u. max.)		168.83 ac.
PUBLIC OPEN SPACE (tracts 1, 3, 4, 8 & 9)	136.6 ac.	38.53 ac.
PRIVATE OPEN SPACE (tracts ~~2, 5, 6, 7~~ & 14)	45.0 ac.	

LAND USE SUMMARY OVERVIEW		
TYPE	**AREA**	**% OF TOTAL AREA**
RESIDENTIAL AREAS	601.88 ac.	62%
SCHOOL PARCEL	10.32 ac.	1%
PARKS & OPEN SPACE	285.10 ac.	30%
OUTLOTS (OIL & GAS)	20.36 ac.	2%
PUBLIC RIGHT-OF-WAY	48.17 ac.	5%
TOTAL ACREAGE	965.83 ac.	100%
GROSS DENSITY	2,880 d.u. = 2.98 d.u./ac.	

LAND USE SUMMARY				
TRACT	AREA	USE	TARGET D.U.	ZONE DISTRICT
VILLAGE 1	117.50 AC	SFD	460	SR
VILLAGE 2	20.42 AC	SFD	53	LR
VILLAGE 3	20.91 AC	SFD	58	LR
VILLAGE 4	56.07 AC	SFD	198	LR
VILLAGE 5	53.48 AC	SFD	187	LR
VILLAGE 6	43.35 AC	SFD	174	LR
VILLAGE 7	72.71 AC	SFD	269	LR
VILLAGE 8	12.29 AC	SFD	48	LR
VILLAGE 9	24.35 AC	SFD	92	LR
VILLAGE 10	49.40 AC	SFD	181	LR
VILLAGE 11A	12.93 AC	SFD	53	LR
VILLAGE 11B	12.15 AC	SFA	98	LR
VILLAGE 12	27.07 AC	SFD	126	LR
VILLAGE 13	51.49 AC	SFD	250	LR
VILLAGE 14	14.76 AC	SFA	175	LR
VILLAGE 15	13.00 AC	SFA	335	LR
SUBTOTAL	601.88 AC		2,757 D.U.	
			2,880 MAXIMUM NUMBER OF UNITS ALLOWED	

TRACT 10	47.39 AC	C/PARK	N/A	LR
TRACT 11	11.59 AC	N/PARK	N/A	LR
TRACT 12	10.32 AC	SCHOOL	N/A	LR
TRACT 13	6.50 AC	N/PARK	N/A	OS
TRACT 15	0.88 AC	P/PARK	N/A	LR
TRACT 16	0.74 AC	P/PARK	N/A	LR
TRACT 17	0.50 AC	P/PARK	N/A	LR
TRACT 18	2.03 AC	P/PARK	N/A	LR
TRACT 19	1.11 AC	P/PARK	N/A	LR
TRACT 20	7.00 AC	N/PARK	N/A	SR
PARK AREA	88.06 AC			

TRACT 1	15.16 AC	O.S. PUBLIC	N/A	ER
TRACT 2	20.79 AC	O.S. PRIVATE	N/A	LR
TRACT 3	99.97 AC	O.S. PUBLIC	N/A	OS
TRACT 4	7.55 AC	O.S. PUBLIC	N/A	LR
TRACT 5	1.11 AC	O.S. PRIVATE	N/A	LR
TRACT 6	1.04 AC	O.S. PRIVATE	N/A	LR
TRACT 7	11.04 AC	O.S. PRIVATE	N/A	LR
TRACT 8	17.85 AC	O.S. PUBLIC	N/A	LR
TRACT 9	28.30 AC	O.S. PUBLIC	N/A	LR
TRACT 14	4.55 AC	O.S. PRIVATE	N/A	LR
OPEN SPACE	207.36 AC			

TRACT 21	0.05 AC	O.G.O.A.	N/A	SR
TRACT 22	0.05 AC	O.G.O.A.	N/A	SR
TRACT 23	0.27 AC	O.G.O.A.	N/A	SR
TRACT 24	11.77 AC	O.G.O.A.	N/A	SR
TRACT 25	0.23 AC	O.G.O.A.	N/A	OS
TRACT 26	6.51 AC	O.G.O.A.	N/A	OS
TRACT 27	0.23 AC	O.G.O.A.	N/A	LR
TRACT 28	0.23 AC	O.G.O.A.	N/A	LR
TRACT 29	0.23 AC	O.G.O.A.	N/A	LR
TRACT 30	0.23 AC	O.G.O.A.	N/A	LR
TRACT 31	0.23 AC	O.G.O.A.	N/A	LR
TRACT 32	0.33 AC	O.G.O.A.	N/A	LR
O.G.O.A.	20.36 AC			

NOTES:

1. DEVELOPABLE UNITS (D.U.) MAY BE TRANSFERRED BETWEEN VILLAGE PARCELS AS LONG AS THE TOTAL PROJECT DENSITY IS NOT EXCEEDED.

2. VILLAGE AND TRACT BOUNDARIES SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED AS LONG AS THE TOTAL AREA WITHIN THE BOUNDARY IS ADHERED TO.

GRAPHIC SCALE

400 0 200 400 800 1600

(IN FEET)

1 inch = 400 ft.

BRIDGEWATER P.U.D OVERLAY MAP

SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001213–2020

Sketch plan has 5,200 sq ft lots. This is inconsistent.

Response: All SR districts have been removed.

DIMENSIONAL STANDARDS

DISTRICT	MINIMUM LOT STANDARDS		MINIMUM LOT SETBACKS (FT.) (2,3,7)				MAX. HT.
	WIDTH (FT.)	AREA (S.F.)	FRONT (6)	SIDE (1,4) (TO ABUTTING STREET)	SIDE (1,4) (TO INTERIOR LOT)	REAR (4,5)	
ER	100'	40,000	PRIN. - 30'	30'	10'	PRIN. - 30'	PRIN. - 35'
			ACC. - 40'			ACC. - 10'	
SR (WITH SFD)	50'	SFD 5,720 (10)	PRIN. - 20'	20'	PRIN. - 10'	PRIN. - 20'	PRIN. - 35'
		MF 5,000/D.U.	ACC. - 30'		ACC. - 6'	ACC. - 5'	ACC. - 25'
SR (DUPLEX ALLEY LOADED)	30'	2,250	PRIN. (OS) - 6'	10'	6'	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12'			ACC. - N/A	ACC. - 25'
LR (WITH SFD)	40'	3,500	PRIN. - 20'	10'	6'	PRIN. - 20'	PRIN. - 35'
	50' CORNER LOTS		ACC. - 30'			ACC. - 5'	ACC. - 25'
LR (VILLAGE 15 APARTMENTS)	NONE	1,500	PRIN. - 20'	10'	NONE	PRIN. - 20'	PRIN. - 35' (9)
			ACC. - 30'			ACC. - 5'	ACC. - 25'
LR (DUPLEX ALLEY LOADED)	30'	2,250	PRIN. (OS) - 6'	10'	6'	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12'			ACC. - N/A	ACC. - 25'

(1) ZERO LOT LINE SETBACKS SHALL BE PERMITTED FOR ATTACHED BUILDINGS PROVIDED THAT THE BUILDING MEETS THE ZONE DISTRICT INTERIOR LOT LINE SETBACK ON THE SIDE OF THE BUILDING THAT IS NOT ATTACHED

(2) MULTIPLE PRINCIPAL BUILDINGS ON A SINGLE LOT SHALL BE SEPARATED BY A DISTANCE EQUAL TO THE DISTANCE THAT WOULD BE REQUIRED IF THEY WERE SEPARATED BY A SIDE TO INTERIOR LOT LINE.

(3) FRONT, SIDE, AND REAR SETBACKS SHALL ALLOW FOR ENCROACHMENTS UP TO 2 FEET BEYOND THE BUILDING FOUNDATION FOR ABOVE-GRADE FEATURES INCLUDING EAVES, COUNTERFORTS, FIREPLACE BOX-OUT, STOOPS, BAY WINDOWS, ROOM CANTILEVERS, AND OVERHANGS PROVIDED THAT THE LIVING SPACE OF THE PROJECTION DOES NOT EXCEED 20 SQUARE FEET IN EACH INSTANCE AND EXTEND MORE THAN 2 FEET. THERE SHALL BE NO MORE THAN TWO (2) ABOVE-GRADE LIVING SPACE ENCROACHMENTS PER ELEVATION ARTICULATION (AS DEFINED IN 10.6.7.F.1.d.ii.(C)). REAR ENCROACHMENTS ARE NOT PERMITTED WITH ALLEY LOADED LOTS.

(4) SIDE AND REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR ENCROACHMENTS UP TO 3 FEET BEYOND THE BUILDING FOUNDATION FOR BELOW-GRADE WINDOW WELLS.

(5) REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR AN ENCROACHMENT OF UP TO 6' FOR A COVERED PATIO (NOT ENCLOSED).

(6) REDUCTION OF FRONT SETBACK TO 15' IS ALLOWED WHEN A GARAGE SIDES TO THE R.O.W.

(7) PROPERTY LINES ABUTTING THE EXTERIOR BOUNDARY OF THIS PUD SHALL ADHERE TO ALL REQUIRED SETBACKS OF THE UNDERLYING ZONE DISTRICT UNLESS OTHERWISE NOTED IN THE PUD.

(8) NO ENCROACHMENTS ARE PERMITTED OVER THE 0' REAR SETBACKS, THIS INCLUDES ALL ARCHITECTURAL FEATURES SUCH AS EAVES, OVERHANGS, AND OTHER.

(9) MUTLI-FAMILY BUILDING HEIGHT MEASURED PER UDC SECTIONS 10.11.3 AND PER 10.4.2.B.2 AND PER 10.6.4.G.6.

(10) SINGLE-FAMILY LOTS ALONG THE NORTHERN AND WESTERN PERIMETER OF VILLAGE 1 SHALL HAVE AN ~~AVERAGE~~ LOT SIZE OF 10,000 SF OR GREATER.

Response: ER district has been removed.

Remove. There is no reason to have an "ER" row since there is not any ER to develop within Colliers Hill.

Response: Naming has been revised.

Use consistent name as noted on page 2.

This needs to be removed. Sketch does not depict MF. The category is "SR with SFD" not MF.

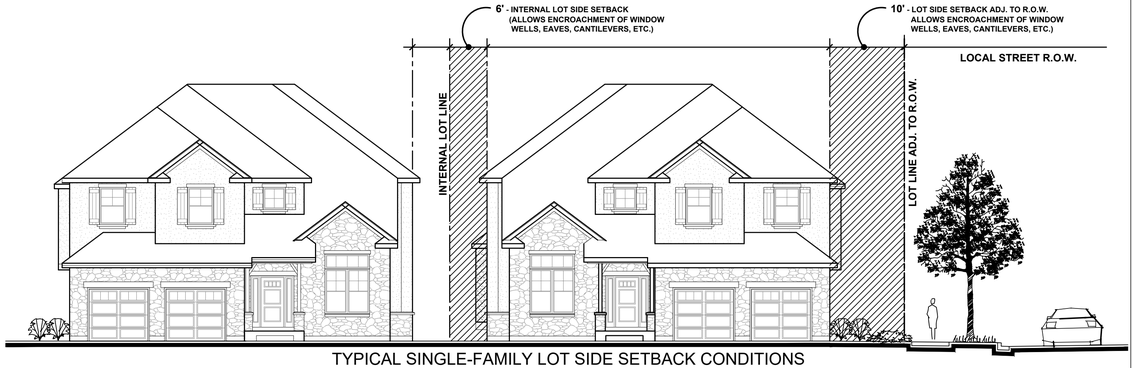
Response: All SR districts have been removed.

Need a minimum. 0 is fine. Will accessory structures even be allowed? If not, a note should be added restricting accessory structures.

Response: Language has been revised.

This needs to be consistent with the original language. Should be a minimum of 10,000 sf and not an average.

Response: Language has been revised.



TYPICAL SINGLE-FAMILY LOT SIDE SETBACK CONDITIONS
(ENCROACHMENTS ALLOWED IN SETBACKS)

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001213-2020

No changes were made to the previous standards.

Architectural standards for Single-Family Attached Dwelling Units - These standards replace subsection 10.6.7.E and 10.6.7.F of the Unified Development Code and are only applicable for Village 11B and Village 1 SFA units.

Use consistent labeling. through out the document per comment on page 2.

Response: Labeling has been revised for consistency.

1. Architectural Variety and Character
   a. Architectural Variety
      I. Design Standards
         (A) No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.
         (B) No identical model plan elevation shall be repeated more than once within every 4 lots on the same side of any street.
         (C) A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.
   b. Architectural Character
      I. Design Standards
         (A) Each elevation unit shall include a minimum of 2 windows (or 1 window and 1 door) per floor. For rear elevations where there is not enough space for both a garage door and an additional window, window panels within the garage door will suffice.
         (B) Each front elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.
         (C) A variety of roof forms should be used. Single, unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g.: Mansard)
         (D) The main roof should extend beyond the primary façade by a minimum of 1 foot.
         (E) An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below. Application of the side elevation design enhancement shall be applied in a manner that is consistent with the design elements of the front elevation.
            (1) The addition of 1 window unit.
            (2) A change in wall plane by providing 1 or more of the following options:
               - An additional wall plane change.
               - A projecting or cantilevered living space.
               - A bay or boxed window.
            (3) A covered porch or deck.
            (4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.
            (5) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.
         (F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground. Columns supporting upper story decks should be 8 inches x 8 inches minimum, finished.
   II. Materials
      (A) All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long lasting appearance.

2. Orientation of Dwellings to the Street
   Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit facing, and generally visible from, the front lot line of the property and within 8 feet of the most forward plane of the ground level living space. On corner lots, the pedestrian doorway may face any adjacent street. Unless prohibited by terrain or other site constraints, the orientation of the homes shall repeat the predominant relationship of building to buildings and buildings to street along the same block or facing block. An exception shall be made for alley-loaded single-family attached dwelling units that do not have street frontage but do front onto a park or landscaped common area. In such case where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street.

3. Front Stoop
   For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a front stoop shall be 3 feet in width.

4. Front Porches
   For model plans with a front porch, the front porch shall be a minimum size of 50 square feet, with a minimum depth of 5 feet. Square footage should be one plane and doesn not include the stoop area if the stoop area is raised from the remainder of the porch.

5. Bicycle Racks
   One (1) guest bicycle rack shall be provided for every 10 single-family attached units. Loop bicycle racks shall accommodate 2 bicycles per loop. Racks shall be distributed evenly throughout the single-family attached residential area, with priority focused on key pedestrian areas and circulation paths.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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SURVEYING
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www.hurst-assoc.com

SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	BO
DRAWN BY	BO
DATE	11/18/20
SHEET	6 OF 8

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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 7

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001213-2020

This page should be consistent with PUD Amendment # 6 and is not part of the review for Amendment # 7. The language with amendment No. 6 will need to be approved by the BOT prior to No. 7 moving forward.

Response: PUD Amendment No.6 and PUD Amendment No.7 are to be combined into one Amendment moving forward.

Architectural standards for Single-Family Attached Dwelling – These standards replace subsection 10.6.7.E and 10.6.7.F of the Unified Development Code and are only applicable for Village 14.

1. **Architectural Variety and Character**
   - ***c. Architectural Variety***
     - i. *Design Standards*
       - (A) No identical model plan/building elevation shall be repeated directly across any street from the same model plan and elevation.
       - (B) No identical model plan/building elevation shall be repeated more than once within every 4 lots buildings on the same side of any street.
       - (C) A minimum of 3 alternative elevations for each model plan/building shall be submitted to the Town for review.
   - ***d. Architectural Character***
     - *i. Design Standards*
       - (A) Each elevation unit shall include a minimum of 2 windows (or 1 window and door) per floor. For elevations where there is not enough space for both a garage door and an additional window, window panels within the garage door will suffice.
       - (B) Each elevation providing primary access to the unit shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.
       - (C) A variety of roof forms should be used. Single, unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g.: Mansard).
       - (D) The main roof should extend beyond the primary façade by a minimum of 1 foot.
       - (E) An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation." An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below.
         - (1) The addition of 1 window unit.
         - (2) A change in wall plane by providing 1 or more of the following options:
           - i. An additional wall plane change.
           - ii. A projecting or cantilevered living space.
           - iii. A bay or boxed window.
         - (3) A covered porch or deck.
         - (4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.
         - (5) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.
       - (F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. No exposed 4-inch x 4-inch posts shall be allowed to be more than 36 inches above ground. Columns supporting upper story decks should be 8 inches x 8 inches minimum, finished.
     - *ii. Materials*
       - (A) All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long-lasting appearance.

2. **Orientation of Dwellings to the Street**
Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit. The primary entrance shall be located on the front or side of the dwelling unit, generally visible from the street or shared courtyard and within 12 feet of the most forward plane of the building. On corner or end units, the pedestrian doorway may face any adjacent street, shared courtyard, or common landscape area. In instances where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street or motor court.

3. **Front Stoop**
For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a front stoop shall be 3 feet in width.

4. **Front Porches**
For model plans with a front porch, the front porch shall include the covered area accessing the front door. Porches may fully extend outside the façade of the home or be partially recessed. This space shall be a minimum size of 50 square feet, with a minimum depth of 5 feet. For model plans with a partially recessed front porch, the porch must extend a minimum of 1 foot from the front façade of the home for architectural relief. Square footage may include the "front stoop" area, when the front stoop is included under the same covering as the front porch.

5. **Bicycle Racks**
One (1) guest bicycle rack shall be provided for every 10 single-family attached units. Loop bicycle racks shall accommodate 2 bicycles per loop. Racks shall be distributed evenly throughout the single-family attached residential area, with priority focused on key pedestrian areas and circulation paths.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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May 5, 2021

Town of Erie
Attn: Chris LaRue
645 Holbrook St
Erie, CO 80516

Re: Bridgewater PUD Amendment No.6 – Fourth Submission

Dear Mr. LaRue:

Thank you for taking the time along with Town staff to review our recent submittal of the Bridgewater PUD Amendment No.6 and Bridgewater PUD Amendment No.7. Our team has received valuable feedback and we have noted our comment responses on the following pages. Should you have any questions or concerns, please feel to reach out by phone, at 303-892-1166 or by email, scrowder@norris-design.com.

We look forward to working with the Town of Erie to make this project a success.

Sincerely,
Norris Design



Samantha Crowder
Senior Associate

Comments Received by Dawn Anderson, Weld County Public Works

Weld County has received many concerns regarding the above mentioned development within Erie in respect to drainage. We have recently reviewed the drainage report and we too have concerns that we would like to discuss. Below you will find our initial comments. Could we schedule a meeting either in person or remote to discuss with Town of Erie Planning Department next week? Initial Comments:

In reference to the Phase I Drainage Report for Colliers Hill Filing 6, Weld County has two different concerns. Pond 2 is proposed to release into an existing storm pipe that goes under the RTD embankment. This release will then go into the Parkland Estates subdivision and then further downstream to the Carmacar Subdivision. Weld County requests to review the report to ensure that the downstream properties are not adversely effected. Weld County recommends that the release rate be no higher than the 5-year pre-developed runoff rate to protect the residences and infrastructure in this area.

The report proposes that Pond 1 be located outside of the subdivision in a property that is currently in unincorporated Weld County, outside of the limits of the Town of Erie. This pond will then flow to a regional drainage channel. This pond needs to be designed in accordance with the Weld County Code. This will require the pond to capture the 100-year 1-hour storm and release at a rate no greater than the 5-year, 1-hour storm falling on the predeveloped site.

To address the above comments, downstream infrastructure improvements identified in the Outfall Systems Plan – East of Coal Creel report, dated January 2020 should be constructed prior to the construction of the development. These improvements should start downstream and work upstream to prevent downstream inundation. Both of the ponds proposed in the Phase 1 Drainage Report for Colliers Hill Filing 6 have downstream flow paths that have recommended improvements based upon the Outfall Systems Plan. The purpose of these improvements is to protect downstream existing properties and infrastructure.

Weld County respectfully requests to review future drainage reports for the Colliers Hill/Bridgewater subdivision and developments in the area as well as drainage outfall improvement plans associated with this development.

Response:
We hope the following helps clarify and alleviate some of the concerns from various landowners in Parkland Estates regarding stormwater flow from Colliers Hill Filing 6. The Phase I Drainage Report is conceptual and is not intended to provide any detailed design. The Phase II Drainage Report to be submitted with the preliminary plat application and will provide a more detailed drainage facility design with release rates and release points.

The proposed stormwater detention facilities of Colliers Hill Filing 6 will be designed per the criteria set forth in the Town of Erie Outfall Systems Plan (East of Coal Creek) as prepared by Merrick and dated January 2020. This study was approved by Weld County. Per this study, the maximum 100-year release rates for proposed detention facilities should be reduced to existing condition flow rates. However, the Mile High Flood District maximum allowable release rate requirement shall be utilized. Mile High Flood District requires the peak 100-year release rate of detention facilities to be 90% of the pre-development 100-year runoff rate. We believe the storm runoff impacts from Colliers Hill Filing 6 onto Parkland Estates will be reduced with the proposed drainage facilities. The proposed re-zoning of the property has no impact on the developed release rates from Colliers Hill Filing 6. All development regardless of housing type or density would have the same peak release requirements. We would be willing to meet with a single representative of the Parkland Estates and member of the Weld County staff to discuss the drainage facility design.

Comments Received by Layne Los, Resident – 4677 Cathy Lane (skylayner@gmail.com)
I was a bit surprised and dismayed to learn that comments on this project were due today as I had not received any notice from the town about this project. It is clear with only a cursory understanding of the project that when a formally empty wheat field becomes a very high density housing development it will shed **Much Much more water downhill towards our homes.**

I would encourage both of you to have a look at the current drainage infrastructure. When you do you'll immediately notice the initial drainage ditch is ~10 feet deep and 25 - 40 ft wide. That looks good initially, but rapidly narrows to a small crushed pipe with about a 18" opening. The crushed pipe should easily be fixed but it does not likely begin to handle the anticipated flows.

Once through that restriction under Rue De Trust the shallow ditch flows North for 500' or so where the remnants of this shallow ditch is filled in, at two locations. So even that ditch isn't a continuous drainage and thus diverts any of the flow toward our homes. So what should have carried limited flows in this shallow ditch quickly gets shunted toward our homes.

At the risk of stereotyping, Contractors often cause issues for surrounding areas but are not very good at taking responsibility for the damage their developments cause. Unless these are dealt with up front one can imagine a Lawsuit and the uncertainty of a favorable outcome, only after our homes are damaged.

One could easily see how all the nonpermeable surfaces would generate massive flooding if these concerns are not addressed now.

Response:
We hope the following helps clarify and alleviate some of the concerns from various landowners in Parkland Estates regarding stormwater flow from Colliers Hill Filing 6. The Phase I Drainage Report is conceptual and is not intended to provide any detailed design. The Phase II Drainage Report to be submitted with the preliminary plat application and will provide a more detailed drainage facility design with release rates and release points.

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Comments Received by Glen Feldpausch, Resident – 5618 Aspen Ave (glenfeld55@gmail.com)
I would like to express my concern on the planned development in Erie Colorado as detailed by the Bridgewater – Colliers Hill P.U.D. Amendment 6. My concern is about the increase of surface water from the development and how it will affect the current Carmacar housing development.

To review, the Bridgewater Development will develop the land to the south of Carmacar with a significant number of housing units. The area is west of CR5 and from south of the RTD rail bed to Erie Parkway. The surface water from the northern part of this development is uphill of Carmacar and the established Parkland Estates Development.

The Bridgewater development plans include 2 retention ponds that should absorb a 100 year rain event. That is seemingly adequate for a major rain event. But with our changing climate, 100 year events and worse are occurring more frequently. In the event of a rain event that exceeds the design limits of the Bridgewater plan, outflow from the development becomes surface water flowing downhill towards the established Parkland Estates and Carmacar housing developments. These established developments already have insufficient surface water channel capacity as identified by a study done by the Town of Erie (Outfall Systems Plan East of Coal Creek – 01/2020). Adding excess surface water from the Bridgewater development, along with water from an extreme rain event, would overwhelm the current drainage systems, as already having been identified as insufficient. This would result in significant flooding threatening property and health in the established housing developments. Flooding has already occurred in the Carmacar Development when major rain occurred in 2013 and 2019. It would be worse with outflow from the Bridgewater Development.

I strongly suggest that the Town of Erie further research and develop a better solution to address this potential problem. The Town of Erie has an obligation to protect health and property in this matter.
If it is helpful, I can meet with and discuss this issue in further depth.

Response:
We hope the following helps clarify and alleviate some of the concerns from various landowners in Parkland Estates regarding stormwater flow from Colliers Hill Filing 6. The Phase I Drainage Report is conceptual and is not intended to provide any detailed design. The Phase II Drainage Report to be submitted with the preliminary plat application and will provide a more detailed drainage facility design with release rates and release points.

The proposed stormwater detention facilities of Colliers Hill Filing 6 will be designed per the criteria set forth in the Town of Erie Outfall Systems Plan (East of Coal Creek) as prepared by Merrick and dated January 2020. This study was approved by Weld County. Per this study, the maximum 100-year release rates for proposed detention facilities should be reduced to existing condition flow rates. However, the Mile High Flood District maximum allowable release rate requirement shall be utilized. Mile High Flood District requires the peak 100-year release rate of detention facilities to be 90% of the pre-development 100-year runoff rate. We believe the storm runoff impacts from Colliers Hill Filing 6 onto Parkland Estates will be reduced with the proposed drainage facilities. The proposed re-zoning of the property has no impact on the developed release rates from Colliers Hill Filing 6. All development regardless of housing type or density would have the same peak release requirements. We would be willing to meet with a single representative of the Parkland Estates and member of the Weld County staff to discuss the drainage facility design.

Comments Received by Martin and Mary Ann Savinsky, Resident – 4949 CR5 (phantomflyboy@gmail.com)
The Town of Erie has requested input on the Bridgewater permit application by 4/13/2021 for issue 4/15/2021.

Weld County ordinance 2019-12 addresses stormwater drainage issues within Weld County. Excerpts from the Ordinance:

8-10-10
B. The County should be directly involved to provide coordination and master planning for area-wide drainage facilities.

8-11-40
E. Public Works shall review and approve new development in accordance with the storm drainage criteria of this article..

I. Exceptions to stormwater detention shall not jeopardize the public health, safety, and welfare of public and private property...

I live downhill from the proposed development at the intersection of CR 5 and CR12 in Unincorporated Weld County. The historical stormwater flows over the past 10 years have flooded my lot several times and flooded my basement once. Several of my neighbors have had similar occurrences. This occurred even with the Weld county limitation of building on no more than 4% of property square footage. The clay soil does not permit adequate percolation, and the drainage along CR 5 is restricted and inadequate. Attached are photos of flooding of my property. The water builds up until it flows over CR12.

My request is that Weld County "coordinate and master plan" the drainage proposal for Bridgewater to ensure the protection of downstream property as called for in Ordinance 2019-12. If infrastructure is required to safely direct drainage along CR5 rather than over private property, this should be completed before the thousands of homes and streets are built sealing current percolation and increasing stormwater runoff. Retention ponds are not the answer unless runoff can be directed away from private property.

I am directing these comments To Weld County as well as the Town of Erie, because the downstream properties are in Weld County, and Ordinance 2019-12 gives Weld oversight responsibility.

Response:
We hope the following helps clarify and alleviate some of the concerns from various landowners in Parkland Estates regarding stormwater flow from Colliers Hill Filing 6. The Phase I Drainage Report is conceptual and is not intended to provide any detailed design. The Phase II Drainage Report to be submitted with the preliminary plat application and will provide a more detailed drainage facility design with release rates and release points.

The proposed stormwater detention facilities of Colliers Hill Filing 6 will be designed per the criteria set forth in the Town of Erie Outfall Systems Plan (East of Coal Creek) as prepared by Merrick and dated January 2020. This study was approved by Weld County. Per this study, the maximum 100-year release rates for proposed detention facilities should be reduced to existing condition flow rates. However, the Mile High Flood District maximum allowable release rate requirement shall be utilized. Mile High Flood District requires the peak 100-year release rate of detention facilities to be 90% of the pre-development 100-year runoff rate. We believe the storm runoff impacts from Colliers Hill Filing 6 onto Parkland Estates will be reduced with the proposed drainage facilities. The proposed re-zoning of the property has no impact on the developed release rates from Colliers Hill Filing 6. All development regardless of housing type or density would have the same peak release requirements. We would be willing to meet with a single representative of the Parkland Estates and member of the Weld County staff to discuss the drainage facility design.

Comments Received by Glenn & Edna Hetchler, Residents – 4731 Cathy Lane (hetch@frii.com)

To Weld County Public Works and Town of Erie Planning Department:

The Town of Erie has asked for feedback on the 2nd Referral Review - Colliers Hill PUD Amdt 6 (also referred to as Bridgewater) by April 13th.
We live on Cathy Lane in Parkland Estates, directly north of the development under review.

During the 13 years we have lived here, drainage of stormwater from the south has been poor, with several our neighbors' properties and buildings flooding over the years. We are concerned that the increased volume from the currently proposed project will make conditions worse if drainage is not improved before development proceeds.

In the attached file
(201116_CH_Filing_No_6__Phase_1_Drainage_Report-SIGNED.pdf) you can see on page 13 that the proposed pond at the NE corner is shown to drain under the railroad tracks several properties interior to Parkland. On Page 12, flow 274 is shown to go down Cathy Lane and through several properties before crossing CR12. These properties have flooded in years past. The continuation (as flow 206) to the north of Parkland is shown going through Carmacar down Aspen Ave.
Several figures in Erie's Outfall Systems Plan (East of Coal Creek) --
https://www.erieco.gov/DocumentCenter/View/571/Outfall-Systems-Plan-East-of-Coal-Creek
-- show Insufficient Channel Capacity on both the west and east sides of Parkland, and through Carmacar.

Figure C3 on page 131 illustrates:
* insufficient channel capacity on the west side of Parkland, along CR3, which is currently experiencing increased volume from Colliers Hill and Morgan Hill.
* two channels near CR5, to the north of CR12, that flow into Carmacar, completely ignoring any feed interior to Parkland (which also has insufficient capacity because there is no defined drainage).

Figure C7 on page 135 provides a complete picture of the eastern flows through Carmacar and again ignores the feed through Parkland.

We understand that the goal and analysis of the proposed pond is to keep the outflow to historic levels, but even if it is successful in doing that, the increased volume (due to the dramatic decrease in permeable land surface due to the development) will be a problem. As water backs up through our neighborhoods, even if the flow is controlled, additional runoff volume from the development is expected to result in more severe flooding to those downstream because of insufficient infrastructure to handle that flow.

Attached is a picture of a pond in Colliers Hill. The screened grate in the center should control flow for a water level up to its height, but once water exceeds that level, it will flow over the restrictor and down the drainage unrestricted. It appears that this pond could hold much more volume and we (non-hydrologists) do not understand why the overflow is at such a low level.

Weld County ordinance 2019-12 states the following:
Sec. 8-11-10. B. Adequate stormwater management is necessary to preserve and promote the health, safety, general welfare, and economic well-being of the County. Drainage is a regional issue involving multiple governmental jurisdictions and affecting all property parcels. This makes it especially critical for drainage systems and programs to address both public and private needs. The County should be directly involved to provide coordination and master planning for area-wide drainage facilities.

Sec. 8-11-40. A. Weld County pursues a jurisdictionally unified drainage effort to assure an integrated drainage system and to cooperate with other regional and local planning agencies on drainage matters.

Public Works shall review and approve new development in accordance with the storm drainage criteria of this article.

In accordance with the above ordinance, we request a copy of the analysis done by Weld County Public Works and the Town of Erie to analyze the impact that the proposed development will have on drainage through Parkland and Carmacar, and that any noted deficiencies be resolved before additional development proceeds.

Thank you for addressing our request and concerns.

Response:
We hope the following helps clarify and alleviate some of the concerns from various landowners in Parkland Estates regarding stormwater flow from Colliers Hill Filing 6. The Phase I Drainage Report is conceptual and is not intended to provide any detailed design. The Phase II Drainage Report to be submitted with the preliminary plat application and will provide a more detailed drainage facility design with release rates and release points.

The proposed stormwater detention facilities of Colliers Hill Filing 6 will be designed per the criteria set forth in the Town of Erie Outfall Systems Plan (East of Coal Creek) as prepared by Merrick and dated January 2020. This study was approved by Weld County. Per this study, the maximum 100-year release rates for proposed detention facilities should be reduced to existing condition flow rates. However, the Mile High Flood District maximum allowable release rate requirement shall be utilized. Mile High Flood District requires the peak 100-year release rate of detention facilities to be 90% of the pre-development 100-year runoff rate. We believe the storm runoff impacts from Colliers Hill Filing 6 onto Parkland Estates will be reduced with the proposed drainage facilities. The proposed re-zoning of the property has no impact on the developed release rates from Colliers Hill Filing 6. All development regardless of housing type or density would have the same peak release requirements. We would be willing to meet with a single representative of the Parkland Estates and member of the Weld County staff to discuss the drainage facility design.



Comments Received by Parkland HOA (parkland.hoa@parklandestatesairpark.org)
Our concerns are foremost for the safety of the people flying out of Parkland and for the people living in Bridgewater and secondly with ensuring that the people who move into Bridgewater are aware there is an airport next door. Some people like airplane noise and some people do not. Some people will be thrilled to look out of their window and see an airplane coming towards them and some people will not. Our goal is to have buyers make informed choices when it comes to living under a flight path so we all avoid noise complaints.

In 2000 and 2006 Parkland negotiated agreements with CDG to cover the Morgan Hill and Bridgewater developments. The agreements include

- A no build area extending from the threshold of any runway 100' wide by 2500' long
- The no build area to have no fences, no trees, no bushes, no light poles, no park benches, no ditches, no curbs, etc.
- The area would be maintained as a no build area by the developer and by future HOAs so long as there is an airport in operation.
- **Purchasers will sign a disclosure agreement acknowledging the Town of Erie's avigation easement for the Erie Municipal and Parkland Airports, the no build area, and that the developer, the Town of Erie and the Parkland Homeowners Association will have no responsibility of liability for noise or damage to property occurring from overflights.**
- The avigation easement also has language in it permitting overflights by aircraft and restrictions on lights or sources or radio interference that could affect aircraft operations.

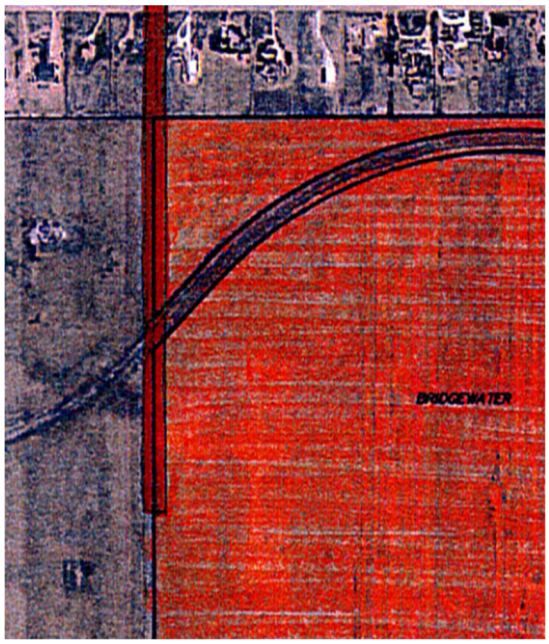
Response: *Comment noted. The Applicant intends to keep the originally executed agreement in place as future development continues south of the Parklands community.*

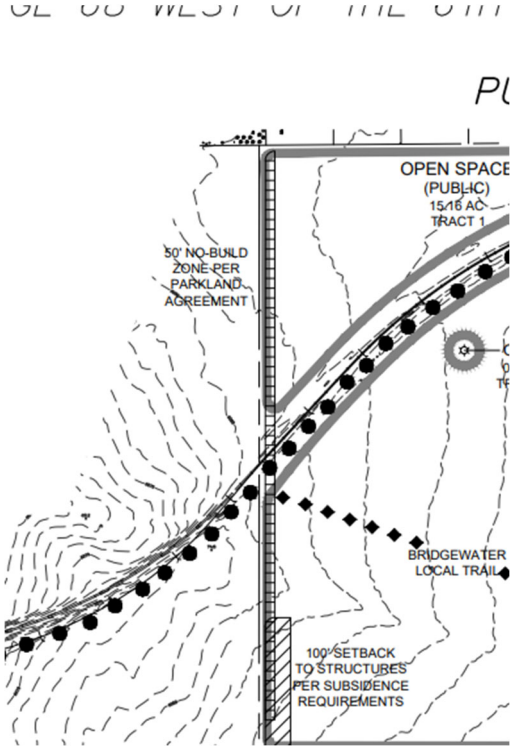
1. 100' Wide No build Zone

Page 2 of 201120-CH-PUD_Amend_07-PUD_Document shows a 50' NO-BUILD ZONE PER PARKLAND AGREEMENT.

Prior to the sale of this parcel CDG made an agreement with Parkland when the east and west quarters were to be handled as one parcel. The agreement was to have a 100' wide x 2500' long no build zone extending from the southern threshold of RWY 17/35 (the North/South) runway at Parkland and straddle the boundary between the quarters.

This is a sketch from the CDG agreement.





The purpose of the NO BUILD Zone is to:
a) provide an area with no obstructions for aircraft to climb or descend through during normal takeoff or landing operations and also to provide an open area for aircraft to crash in the event of an engine failure while using the runway.
b) provide a buffer for the residents of Bridgewater so there is some separation from the noise and vibration they will experience from aircraft flying beside and directly over their houses.

Now that the west quarter is being developed separately we are left with the 50' no build zone shown above.

I met with Jerry Richmond and he has agreed to keep a 2500' long x 100' wide no build zone running from the northern property line to the southern property line that will be coincident with the oil & gas and mining set backs.

Response: *Current plans for the western edge of the community are consistent with a 100' setback from the property line.*

Comments Received by Todd Harvey, Resident – 4676 Cathy Lane (tharvey44@gmail.com)
Members of the Planning Department,

I am a resident of Parkland Estates and I am against the rezoning of the Bridgewater development for a couple of reasons.

When the development was first proposed by Community Development Group and Erie decades ago, they stated the density of houses would decrease as the development moved out from Erie town center and toward the countryside. They said the lots would get bigger and the houses more like estate houses. That was one of the reasons why some people supported the development. But this new rezoning betrays the original agreement by putting smaller lots and even duplex properties as they get closer to Parkland Estates and further from Erie town center. This will have the affect of decreasing our property values by developing low budget, high volume development out to the border of the town and up against the countryside. It is not in keeping with the open countryside living that Erie and CDG promised.

Response: *It is true that a higher density of homes is proposed within the Village 1 area, south of Parklands. However, there are substantial buffers and remediation measures taken to ensure that the intent of the originally approved Bridgewater PUD is maintained. A substantial undeveloped open space will be maintained to the north of the railroad tracks. South of the railroad tracks an additional 40' corridor is proposed for a regional spine trail improvement. Also, lots along the northern and western edges of Village 1 will be a minimum of 10,000 square feet, consistent with the existing PUD. Density is proposed to gradually increase toward the southeast corner of the Village. These practices are consistent with the intent of the Town of Eric Comprehensive Plan.*

The second reason that I oppose this new zoning change is the effect this will have on storm water management. As the density of housing increases, the area for storm water to soak into the soils goes down. Rooftops and roads will make storm water management even more problematic. I doubt the original engineering of the runoff will still be applicable with this new zoning plan that allows for increased housing density. Are you going to redo the engineering of the storm water management plan along with the new higher density zoning?

I lived in Parkland during the 2013 flood and drainage was a significant problem. Many properties had flooding issues with building and basements flooding. Roads were completely under water and travel was hazardous. Weld County has not kept up with the infrastructure to keep the storm surge moving, as many of your maps in the PUD show. We had standing water everywhere in this area during the flood, and Bridgewater will add thousands of houses and even larger flooding issues. Your maps show the water runoff from Bridgewater development will run north, under the RTD tracks and down through Parkland, right down Cathy Lane. We had flooding issues on Cathy Lane with the original storm water flow, and now forcing more runoff down our street will have a very negative affect on our property value. The PUD asks the developer if this new development will negatively affect existing communities, which the developer answered no. But clearly this development will affect flooding in Parkland and communities further downstream. The rezoning just makes the issue that much worse. Erie claims that they will not be held responsible for any issues that this development causes, but I ask who will be held responsible when more of the existing community has larger flood damage?

Those are my arguments against the zoning changes for Bridgewater development. I hope you will reconsider making this zoning change.

Comment Received by J. Wade Fott, Resident (jwfott@comcast.net)
The Parkland HOA has made me aware of a request by the Town of Erie to provide feedback on the 2nd Referral Review - Colliers Hill PUD Amdt 6, also known as "Bridgewater" development plans. I have been a resident of Parkland Estates near Erie, CO and Weld county since 2002.

The attached file ("201116_CH_Filing_No_6__Phase_1_Drainage_Report-SIGNED.pdf") contains current plans for the "Bridgewater" new development stormwater drainage. These plans show two detention ponds that will direct outflow through Parkland Estates residents' personal property as well as Parkland HOA property, these outflows will also cross Weld County roads.

The "Bridgewater" planned development is located adjacent to WCR 5 and WCR 10, directly to the south of Parkland Estates. Specifically note the planned feature listed as Pond 1 on page 13 (this outflow will cross into the western portion of Parkland Estates) and the feature listed as Pond 2 on page 13 (outflow will cross into the eastern portion of Parkland Estates). The feature listed as Pond 1 outflow will be additive to outflow from the Colliers Hill development that is currently undergoing home and road construction. The outflow from the feature listed as Pond 2 will also impact the Carmacar community that is north of Parkland Estates.

The concern that I would like to raise is relative to the additional frequency, duration, and volume of stormwater incursions onto the Parkland Estate residents' personal property and HOA Property and potential adverse impacts to these properties, as well as potential impacts to Weld County roadways. The "Bridgewater" new development potential negative impacts due to increases in the amount of impervious surfaces such as rooftops and roadways should be reviewed relative to planning and implementation of integrated drainage management systems downstream prior to the new "Bridgewater" development PUD approval and any construction.

Please reference excerpts from Weld County Code Ordinance 2019-12, Sec 8-11-10. Intent includes the following:
"A. The intent of the Weld County Storm Drainage Criteria is to provide minimum standards to preserve and protect the public health, safety and general welfare in the unincorporated lands of the County, pursuant to authority granted by Part 4 of Article 15 of Title 30, and Article 35 of Title 30, C.R.S.

B. Adequate stormwater management is necessary to preserve and promote the health, safety, general welfare, and economic well-being of the County. Drainage is a regional issue involving multiple governmental jurisdictions and affecting all property parcels. This makes it especially critical for drainage systems and programs to address both public and private needs. The County should be directly involved to provide coordination and master planning for area-wide drainage facilities."

Excerpts from Weld County Code Ordinance 2019-12, Section 8-11-40:
"A. Weld County pursues a jurisdictionally unified drainage effort to assure an integrated drainage system and to cooperate with other regional and local planning agencies on drainage matters.

E. Public Works shall review and approve new development in accordance with the storm drainage criteria of this article.".

I respectfully request a response from the Weld County Public Works Department and the Town of Erie relative to these Weld County Ordinance provisions and the coordination of stormwater management concerning the currently planned "Bridgewater" new development.

Response:
We hope the following helps clarify and alleviate some of the concerns from various landowners in Parkland Estates regarding stormwater flow from Colliers Hill Filing 6. The Phase I Drainage Report is conceptual and is not intended

to provide any detailed design. The Phase II Drainage Report to be submitted with the preliminary plat application and will provide a more detailed drainage facility design with release rates and release points.

The proposed stormwater detention facilities of Colliers Hill Filing 6 will be designed per the criteria set forth in the Town of Erie Outfall Systems Plan (East of Coal Creek) as prepared by Merrick and dated January 2020. This study was approved by Weld County. Per this study, the maximum 100-year release rates for proposed detention facilities should be reduced to existing condition flow rates. However, the Mile High Flood District maximum allowable release rate requirement shall be utilized. Mile High Flood District requires the peak 100-year release rate of detention facilities to be 90% of the pre-development 100-year runoff rate. We believe the storm runoff impacts from Colliers Hill Filing 6 onto Parkland Estates will be reduced with the proposed drainage facilities. The proposed re-zoning of the property has no impact on the developed release rates from Colliers Hill Filing 6. All development regardless of housing type or density would have the same peak release requirements. We would be willing to meet with a single representative of the Parkland Estates and member of the Weld County staff to discuss the drainage facility design.

BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001184–2020

Please add "Colliers Hill" in parenthesis after Bridgewater. Update on all sheets.

Response: "Colliers Hill" has been added to the Title on all sheets.

OVERALL BOUNDARY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, ALL IN TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8;

THENCE S00°49'09"W, 2,674.68 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE SOUTHEAST CORNER OF SECTION 8/NORTHEAST CORNER OF SECTION 17;

THENCE S00°12'52"E, 2,631.66 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17 TO THE EAST QUARTER CORNER OF SECTION 17;

THENCE S00°13'30"E, 2,631.71 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE SOUTHEAST CORNER OF SECTION 17;

THENCE S88°48'09"W, 2,648.37 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE SOUTH QUARTER CORNER OF SECTION 17;

THENCE S88°48'45"W, 2,648.06 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 17 TO THE SOUTHWEST CORNER OF SECTION 17/SOUTHEAST CORNER OF SECTION 18;

THENCE N89°31'17"W, 1,298.14 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE EAST SIXTEENTH CORNER OF SECTIONS 18 AND 19;

THENCE N89°30'44"W, 88.21 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18;

THENCE N00°29'16"E, 130.00 FEET;

THENCE 453.09 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°00'00", AND A CHORD BEARING N29°00'44"W, 433.33 FEET;

THENCE N58°30'44"W, 204.67 FEET;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD AS CONVEYED BY DEED RECORDED IN BOOK 359 AT PAGE 418, BEING A LINE PARALLEL WITH AND 50.00 FEET EAST OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING NINE COURSES:

1) 629.21 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,007.50 FEET, A CENTRAL ANGLE OF 35°46'57", AND A CHORD BEARING N07°31'37"E, 619.03 FEET;
2) N10°21'52"W, 694.70 FEET;
3) 894.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,287.50 FEET, A CENTRAL ANGLE OF 39°47'36", AND A CHORD BEARING N09°31'57"E, 876.34 FEET;
4) N29°25'45"E, 224.87 FEET;
5) 463.85 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,673.50 FEET, A CENTRAL ANGLE OF 15°52'51", AND A CHORD BEARING N21°29'19"E, 462.36 FEET;
6) N13°32'54"E, 421.72 FEET;
7) 966.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 2,957.50 FEET, A CENTRAL ANGLE OF 18°43'06", AND A CHORD BEARING N04°11'21"E, 961.91 FEET;
8) N05°10'12"W, 351.67 FEET;
9) 165.07 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,575.00 FEET, A CENTRAL ANGLE OF 06°00'18", AND A CHORD BEARING N02°10'03"W, 165.00 FEET TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 18;

THENCE S89°14'48"E, 1,236.77 FEET ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER OF SECTION 18/NORTHWEST CORNER OF SECTION 17;

THENCE N89°01'14"E, 2,648.43 FEET ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17 TO THE NORTH QUARTER CORNER OF SECTION 18/SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N00°01'31"E, 2,700.60 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE N89°35'35"E, 2,685.16 FEET ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

EXCEPTION 1:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 17 AND THE EAST HALF OF SECTION 18 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 18 FROM WHENCE THE SOUTHEAST CORNER LIES S00°25'10"E, 2,604.46 FEET;

THENCE S00°25'10"E, 45.70 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE POINT OF BEGINNING;

THENCE N89°34'58"W, 30.00 FEET;

THENCE ALONG THE BOUNDARY OF THE ERIE CEMETERY THE FOLLOWNG FIVE COURSES:

1) N89°34'58"W 804.84 FEET;
2) N00°04'57"W, 417.42 FEET;
3) S89°34'58"E, 163.67 FEET;
4) N00°03'40"E, 404.65 FEET;
5) S89°59'20"E, 640.42 FEET;

THENCE CONTINUING S89°59'20"E 84.53 FEET;

THENCE S00°00'00"E, 529.64 FEET;

THENCE 307.88 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 25°12'01", AND A CHORD BEARING S12°36'00"E, 305.40 FEET;

THENCE N89°34'58"W, 120.25 FEET TO THE POINT OF BEGINNING;

EXCEPTION 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8;

THENCE S00°49'09"W, 167.29 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8 TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, S00°49'09"W 100.45 FEET;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, BEING A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING THREE COURSES:

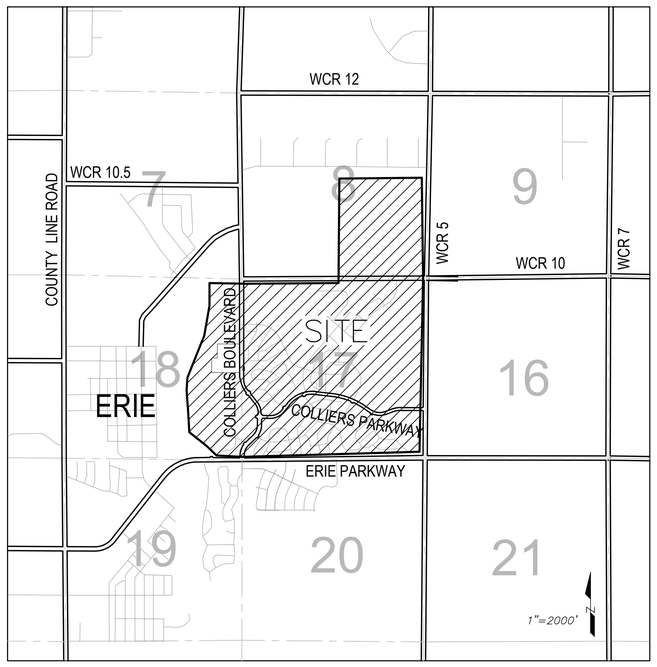
1) N83°46'14"W, 802.50 FEET;
2) 1,735.43 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,858.50 FEET, A CENTRAL ANGLE OF 53°30'06", AND A CHORD BEARING S69°28'43"W, 1,673.07 FEET;
3) S42°43'40"W, 467.34 FEET;

THENCE N00°01'31"E, 147.45 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, BEING A LINE PARALLEL WITH AND 50.00 FEET NORTH OF THE CENTERLINE OF THE TRACKS AS PRESENTLY CONSTRUCTED, THE FOLLOWING THREE COURSES:

1) N42°43'40"E, 358.98 FEET;
2) 1,828.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,958.50 FEET, A CENTRAL ANGLE OF 53°30'06", AND A CHORD BEARING N69°28'43"E, 1,763.09 FEET;
3) S83°46'14"E, 793.02 FEET TO THE POINT OF BEGINNING.

NET ACREAGE: 965.83 ACRES



VICINITY MAP

NOTES

1. Bearings are based on the south line of the Southeast Quarter, assumed to bear S88°48'09"W.
2. The development of BridgeWater will be phased. The specifics of this phasing and the associated infrastructure requirements are outlined in the BridgeWater Annexation Agreement. This PUD Overlay Map modifies standards set forth in the Town of Erie Municipal Code Title 10 (Code) to allow the phased development of this project.
3. This PUD Overlay Map modifies the dimensional standards set forth in the Town of Erie's UDC to allow the phased development of this project over approximately a 15 year period. The ability to modify specific sections of the UDC within this PUD allows the developer to commit to the construction and financing of the necessary public improvements for BridgeWater as outlined in the BridgeWater Annexation Agreement. The justifications for any variances requested are set forth in this PUD.
4. In the event there is any discrepancy between the Code and this PUD, the PUD shall control. Any provisions that are not specifically addressed in the approved PUD shall comply with the Code.
5. Prior to the issuance of the first building permit the Developer, at its option, may submit and request approval of specific design standards for the PUD that generally meet or exceed the UDC standards as of the date of approval of the PUD Overlay.
6. Multi–family building height measured per UDC Sections 10.11.3 and per 10.4.2.B.2 and per 10.6.4.G.6.

SHEET INDEX

1. COVER SHEET
2. P.U.D. PLAN
3. P.U.D. TABLE & SECTIONS
4. P.U.D. TABLE & ELEVATIONS
5. ARCHITECTURE STANDARDS – SINGLE–FAMILY DETACHED DWELLING UNITS
6. ARCHITECTURE STANDARDS – SINGLE–FAMILY ATTACHED DWELLING UNITS (DUPLEX–ALLEY LOADED)
7. ARCHITECTURE STANDARDS – MULTI–FAMILY RESIDENTIAL DWELLING UNITS
8. ARCHITECTURE STANDARDS – SINGLE–FAMILY ATTACHED DWELLING UNITS (TOWNHOME–ALLEY LOADED)

SURVEYOR'S CERTIFICATE

I, BO BAIZE, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PUD OVERLAY MAP TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED LEGAL DESCRIPTION.

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

_____
BO BAIZE
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #37990

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

PLANNING COMMISSION CERTIFICATE

THIS PUD OVERLAY MAP WAS REVIEWED BY THE PLANNING COMMISSION ON THE ~~DATE OF~~ _____ DAY OF _____, 20___.

Response: Type has been corrected.

_____
CHAIRPERSON

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PUD OVERLAY MAP IS TO BE KNOWN AS THE "BRIDGEWATER PUD OVERLAY MAP–AMENDMENT NO. 6" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 20___.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF WELD)

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20___ AND WAS RECORDED AT RECEPTION NO. _____.

_____
WELD COUNTY CLERK AND RECORDER

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, TIN, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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303.449.9105
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SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	BO
DRAWN BY	RD
DATE	03/12/21
SHEET	1 OF 8

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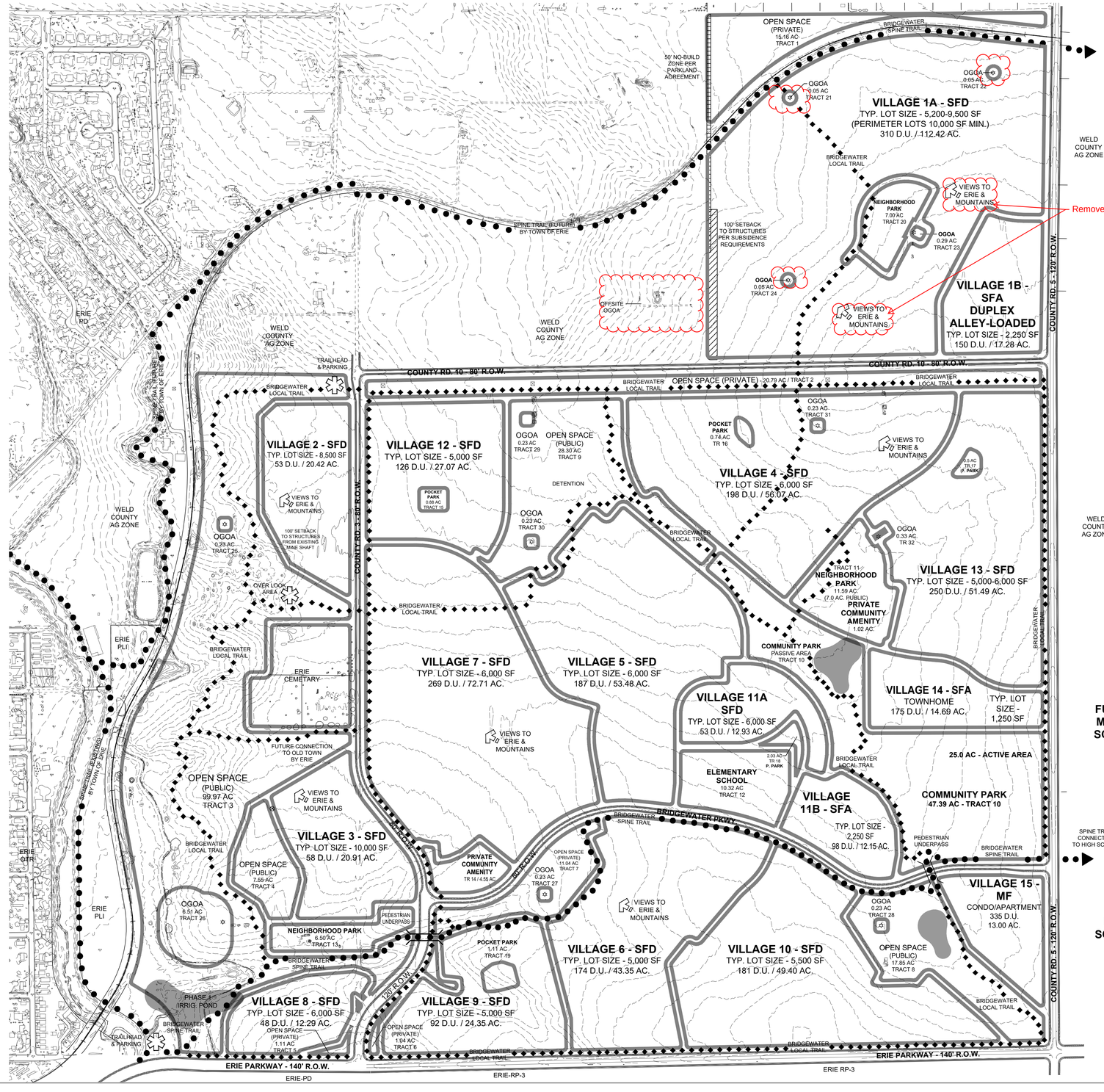
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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001184–2020



-Remove O & G info from this area.
Response: Oil and gas information has been left on the PUD Amendment for consistency with the remaining portions of the community to the south which note these locations as well as for transparency with the public who may be viewing this document.

-Need the updated SUA, demonstrating the O & G will be removed, to move forward with this amendment.
Response: The Applicant is currently working on finalizing revisions to the existing SUAs on site to reflect the capped and abandoned wells. The revised documents will be shared with the Town as soon as they are made available.

-A note/requirement should be added onto the PUD reflecting the O & G setbacks from the UDC. Minimum 350' from active O & G and a minimum of 25' for abandoned O & G facilities.
Response: A note outlining setbacks and conformance with the existing UDC (dated December 2020) has been added to the "notes" on this sheet.

Comment not addressed, though it was stated this was being worked on: Provide an exhibit for the oil and gas impacts. It should depict all the relevant components of the SUAs and the UDC. **See comment # 2 on the sketch plan comments, which will require responses with PUD Amendment No. 7.**

Response: Per a review call with staff (held 4/30/21), an additional exhibit is not needed at this time. Should the need be requested later in the review process one will be provided. Specific setbacks to the oil and gas wells on site have been clarified by a note added to this sheet. In addition, compliance with these setbacks shall be determined with future Preliminary Plat applications.

these numbers should be updated to reflect the actual amounts.

Applicant Response: Acreages represented in this PUD are reflective of zoning areas and are not a direct comparison to approved acreages represented in Final Plats.

Response: After clarifying the intent of this comment with staff on a call held 4/30/21, a revision to the Park and Open Space Compliance chart was made to clarify the open space requirements for the community.

PROPOSED P.U.D. TABLES

PARKS AND OPEN SPACE COMPLIANCE		
	REQUIRED (per Annex/PUD)	PROVIDED
PARK AREA (based on 2,880 d.u. max.)		
COMMUNITY PARK	40.0 ac.	47.39 ac.
NEIGHBORHOOD PARKS	24.0 ac.	24.70 ac. (5.64 ac. Private
POCKET PARKS	4.0 ac.	5.26 ac.
OPEN SPACE (based on 2,880 d.u. max.)		
PUBLIC OPEN SPACE (tracts 1, 3, 4, 8 & 9)	136.6 ac.	168.84 ac.
PRIVATE OPEN SPACE (tracts 2, 5, 6, 7 & 14)	45.0 ac.	38.53 ac.

LAND USE SUMMARY OVERVIEW		
TYPE	AREA	% OF TOTAL AREA
RESIDENTIAL AREAS	614.01 ac.	64%
SCHOOL PARCEL	10.32 ac.	1%
PARKS & OPEN SPACE	295.42 ac.	31%
OUTLOTS (OIL & GAS)	8.66 ac.	1%
PUBLIC RIGHT-OF-WAY	37.42 ac.	4%
TOTAL ACREAGE	965.83 ac.	100%
GROSS DENSITY	2,880 d.u. = 2.98 d.u./ac.	

LAND USE SUMMARY				
TRACT	AREA	USE	TARGET D.U.	ZONE DISTRICT
VILLAGE 1A	112.42 AC	SFD	310	LR
VILLAGE 1B	17.28 AC	SFA	150	LR
VILLAGE 2	20.42 AC	SFD	53	LR
VILLAGE 3	20.91 AC	SFD	58	LR
VILLAGE 4	56.07 AC	SFD	198	LR
VILLAGE 5	53.48 AC	SFD	187	LR
VILLAGE 6	43.35 AC	SFD	174	LR
VILLAGE 7	72.71 AC	SFD	269	LR
VILLAGE 8	12.29 AC	SFD	48	LR
VILLAGE 9	24.35 AC	SFD	92	LR
VILLAGE 10	49.40 AC	SFD	181	LR
VILLAGE 11A	12.93 AC	SFD	53	LR
VILLAGE 11B	12.15 AC	SFA	98	LR
VILLAGE 12	27.07 AC	SFD	126	LR
VILLAGE 13	51.49 AC	SFD	250	LR
VILLAGE 14	14.69 AC	SFA	175	LR
VILLAGE 15	13.00 AC	SFA	335	LR
SUBTOTAL	614.01 AC		2,757 D.U. 2,880 MAXIMUM NUMBER OF UNITS ALLOWED	

TRACT 10	47.39 AC	C/PARK	N/A	LR
TRACT 11	11.59 AC	N/PARK	N/A	LR
TRACT 12	10.32 AC	SCHOOL	N/A	LR
TRACT 13	6.50 AC	N/PARK	N/A	OS
TRACT 15	0.88 AC	P/PARK	N/A	LR
TRACT 16	0.74 AC	P/PARK	N/A	LR
TRACT 17	0.50 AC	P/PARK	N/A	LR
TRACT 18	2.03 AC	P/PARK	N/A	LR
TRACT 19	1.11 AC	P/PARK	N/A	LR
TRACT 20	7.00 AC	N/PARK	N/A	LR
PARK AREA	88.06 AC			

TRACT 1	15.16 AC	O.S. PRIVATE	N/A	ER
TRACT 2	20.79 AC	O.S. PRIVATE	N/A	LR
TRACT 3	99.97 AC	O.S. PUBLIC	N/A	OS
TRACT 4	7.55 AC	O.S. PUBLIC	N/A	LR
TRACT 5	1.11 AC	O.S. PRIVATE	N/A	LR
TRACT 6	1.04 AC	O.S. PRIVATE	N/A	LR
TRACT 7	11.04 AC	O.S. PRIVATE	N/A	LR
TRACT 8	17.85 AC	O.S. PUBLIC	N/A	LR
TRACT 9	28.30 AC	O.S. PUBLIC	N/A	LR
TRACT 14	4.55 AC	O.S. PRIVATE	N/A	LR
OPEN SPACE	207.36 AC			

TRACT 21	0.05 AC	O.G.O.A.	N/A	LR
TRACT 22	0.05 AC	O.G.O.A.	N/A	LR
TRACT 23	0.29 AC	O.G.O.A.	N/A	LR
TRACT 24	0.05 AC	O.G.O.A.	N/A	LR
TRACT 25	0.23 AC	O.G.O.A.	N/A	OS
TRACT 26	6.51 AC	O.G.O.A.	N/A	OS
TRACT 27	0.23 AC	O.G.O.A.	N/A	LR
TRACT 28	0.23 AC	O.G.O.A.	N/A	LR
TRACT 29	0.23 AC	O.G.O.A.	N/A	LR
TRACT 30	0.23 AC	O.G.O.A.	N/A	LR
TRACT 31	0.23 AC	O.G.O.A.	N/A	LR
TRACT 32	0.33 AC	O.G.O.A.	N/A	LR
O.G.O.A.	8.66 AC			

NOTES:
1. DEVELOPABLE UNITS (D.U.) MAY BE TRANSFERRED BETWEEN VILLAGE PARCELS AS LONG AS THE TOTAL PROJECT DENSITY IS NOT EXCEEDED.

2. VILLAGE AND TRACT BOUNDARIES SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED AS LONG AS THE TOTAL AREA WITHIN THE BOUNDARY IS ADHERED TO.

GRAPHIC SCALE

400 0 200 400 800 1600

(IN FEET)
1 inch = 400 ft.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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DATE 03/12/21
SHEET 2 OF 8
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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

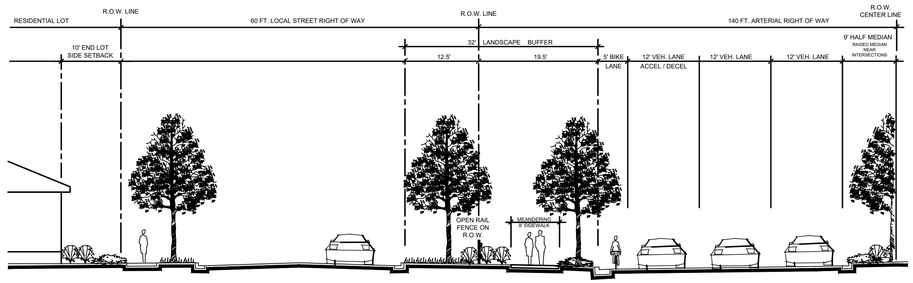
PUDA–001184–2020

STREET DESIGN CRITERIA

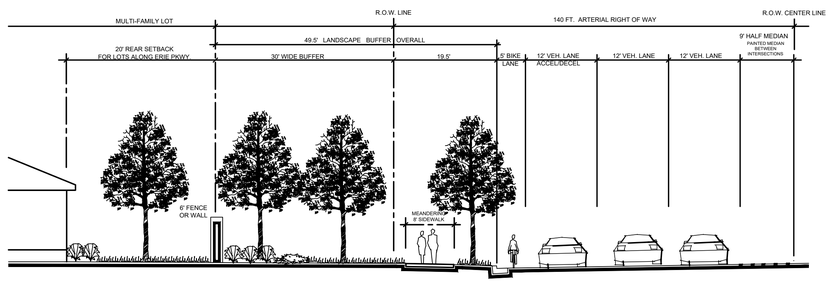
DESIGN ELEMENT	PRINCIPAL** ARTERIAL (ERIE PKWY.)	MINOR** ARTERIAL (CR 5)	MINOR** ARTERIAL (CR 3)	MAJOR COLLECTOR (CR 3, S.P., CR10)	RESIDENTIAL COLLECTOR (TYP. VOL. 2000 VPD)	LOCAL STREET (TYP. VOL. 1000 VPD)	LOW VOLUME LOCAL STREET (TYP. VOL. 300 VPD)	ALLEYS
RIGHT-OF-WAY WIDTHS	140'	120'	120'	80'	70'	60'	54'	16' W/O UTILITIES 30' W/ UTILITIES
COMMUNITY GATEWAYS: LANDSCAPE BUFFER (EACH SIDE - OUTSIDE OF R.O.W.)	*30' WHERE LOTS ABUT R.O.W.	0' (LANDSCAPE BUFFER 21.5' WIDE IN THE R.O.W.)	*30' WHERE LOTS ABUT R.O.W.	N/A	N/A	N/A	N/A	N/A
DOUBLE FRONTAGE RESIDENTIAL LOTS: LANDSCAPE BUFFER (OUTSIDE OF R.O.W.)	N/A	0'	N/A	0' (LANDSCAPE BUFFER 21.5' WIDE IN THE R.O.W.)	0' (LANDSCAPE BUFFER 14.5' WIDE IN THE R.O.W.)	6'	6'	N/A

* LOCAL PUBLIC STREET R.O.W., OIL AND GAS EASEMENTS, PUBLIC UTILITY EASEMENTS, AND OTHER PUBLIC UTILITY LINES WILL BE ALLOWED TO BE LOCATED WITHIN THE 30' LANDSCAPE BUFFER.

** FOR LOTS ABUTTING ERIE PARKWAY, COLLIERS HILL PKWY, CR10, CR5, AND CR3, FENCING SHALL BE A MAXIMUM SIX (6) FEET IN HEIGHT WHICH MAY INCLUDE OPAQUE FENCING IN STRAIGHT RUNS LIMITED TO APPROXIMATELY 600' IN LENGTH WITHOUT A BREAK ALONG COLLIERS HILL PKWY, CR10, CR5, AND CR3. FOR LOTS ABUTTING ERIE PARKWAY, STRAIGHT RUNS SHALL BE LIMITED TO APPROXIMATELY 600 FEET IN LENGTH AND 30% OF THE TOTAL FRONTAGE OF ERIE PARKWAY. MASONRY COLUMNS SHALL BE PROVIDED ON CORNERS OF LOTS SPACED A MINIMUM EVERY THREE LOTS FOR ALL OPAQUE FENCING ALONG ARTERIAL STREETS.



TYPICAL SECTION - WHERE LOCAL STREET R.O.W. ABUTS ERIE PKWY.
(PROVIDES OPEN VIEWS INTO THE COMMUNITY)



TYPICAL SECTION - WHERE LOTS BACK TO ERIE PKWY.
(LIMITED TO 30% OF FRONTAGE, +/- 30 LOTS)

NOTE: TYPICAL SECTIONS ARE FOR ILLUSTRATIVE PURPOSES TO DEMONSTRATE LANDSCAPE BUFFER CONCEPTS. STREET SECTIONS TO BE DEVELOPED AND FINALIZED DURING PLAT PROCESS.

BRIDGEWATER P.U.D OVERLAY MAP
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BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA–001184–2020

DIMENSIONAL STANDARDS

	MINIMUM LOT STANDARDS		MINIMUM LOT SETBACKS (FT.) (2,3,7)				MAX. HT.
DISTRICT	WIDTH (FT.)	AREA (S.F.)	FRONT (6)	SIDE (1,4) (TO ABUTTING STREET)	SIDE (1,4) (TO INTERIOR LOT)	REAR (4,5)	
LR (WITH SFD)	40'	3,500 (10)	PRIN. - 20'	10'	6'	PRIN. - 20'	PRIN. - 35'
	50' CORNER LOTS		ACC. - 30'			ACC. - 5'	ACC. - 25'
LR (VILLAGE 15 APARTMENTS)	NONE	1,500	PRIN. - 20'	10'	NONE	PRIN. - 20'	PRIN. - 35' (9)
			ACC. - 30'			ACC. - 5'	ACC. - 25'
LR (SFA - DUPLEX-ALLEY LOADED)	30'	2,250	PRIN. (OS) - 6'	10'	6'	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12'			ACC. - 0' (8)	ACC. - 25'
LR (SFA - TOWNHOME-ALLEY LOADED)	20'	1,250	PRIN. (OS) - 6'			PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12'			ACC. - 0' (8)	ACC. - 25'

Response: Front setbacks have been adjusted to reflect the Landscape Common Area exhibit shared on sheet 8.

(1) ZERO LOT LINE SETBACKS SHALL BE PERMITTED FOR ATTACHED BUILDINGS PROVIDED THAT THE BUILDING MEETS THE ZONE DISTRICT INTERIOR LOT LINE SETBACK ON THE SIDE OF THE BUILDING THAT IS NOT ATTACHED

(2) MULTIPLE PRINCIPAL BUILDINGS ON A SINGLE LOT SHALL BE SEPARATED BY A DISTANCE EQUAL TO THE DISTANCE THAT WOULD BE REQUIRED IF THEY WERE SEPARATED BY A SIDE TO INTERIOR LOT LINE.

(3) FRONT, SIDE, AND REAR SETBACKS SHALL ALLOW FOR ENCROACHMENTS UP TO 2 FEET BEYOND THE BUILDING FOUNDATION FOR ABOVE-GRADE FEATURES INCLUDING EAVES, COUNTERFORTS, FIREPLACE BOX-OUT, STOOPS, BAY WINDOWS, ROOM CANTILEVERS, AND OVERHANGS PROVIDED THAT THE LIVING SPACE OF THE PROJECTION DOES NOT EXCEED 20 SQUARE FEET IN EACH INSTANCE AND EXTEND MORE THAN 2 FEET. THERE SHALL BE NO MORE THAN TWO (2) ABOVE-GRADE LIVING SPACE ENCROACHMENTS PER ELEVATION ARTICULATION (AS DEFINED IN 10.6.7.F.1.d.ii.(C)). REAR ENCROACHMENTS ARE NOT PERMITTED WITH ALLEY LOADED LOTS.

(4) SIDE AND REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR ENCROACHMENTS UP TO 3 FEET BEYOND THE BUILDING FOUNDATION FOR BELOW-GRADE WINDOW WELLS.

(5) REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR AN ENCROACHMENT OF UP TO 6' FOR A COVERED PATIO (NOT ENCLOSED).

(6) REDUCTION OF FRONT SETBACK TO 15' IS ALLOWED WHEN A GARAGE SIDES TO THE R.O.W.

(7) PROPERTY LINES ABUTTING THE EXTERIOR BOUNDARY OF THIS PUD SHALL ADHERE TO ALL REQUIRED SETBACKS OF THE UNDERLYING ZONE DISTRICT UNLESS OTHERWISE NOTED IN THE PUD.

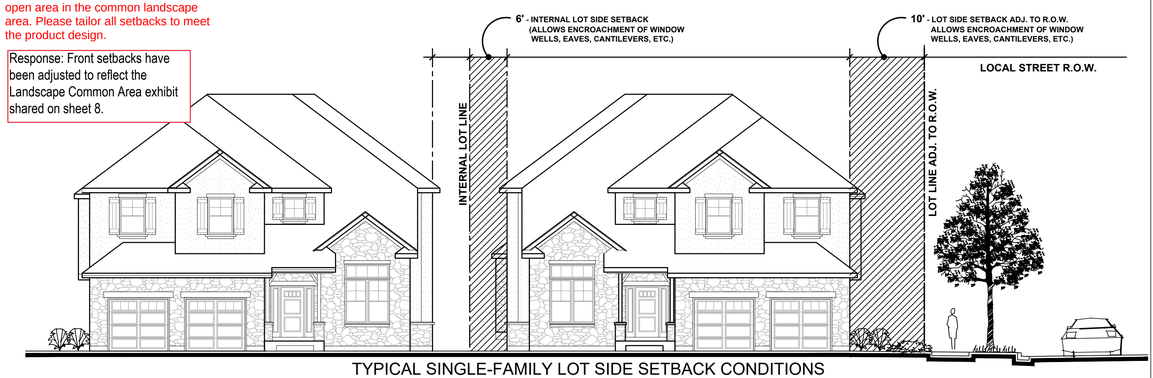
(8) NO ENCROACHMENTS ARE PERMITTED OVER THE 0' REAR SETBACKS, THIS INCLUDES ALL ARCHITECTURAL FEATURES SUCH AS EAVES, OVERHANGS, AND OTHER.

(9) MUTLI-FAMILY BUILDING HEIGHT MEASURED PER UDC SECTIONS 10.11.3 AND PER 10.4.2.B.2 AND PER 10.6.4.G.6.

(10) SINGLE-FAMILY LOTS ALONG THE NORTHERN AND WESTERN PERIMETER OF VILLAGE 1 SHALL BE A MINIMUM OF 10,000 SF OR GREATER.

These setbacks aren't working with the proposal. Since the front setback is along the common landscape area ("A") a minimum 6' setback is unacceptable. the area in the common landscaping. This would also put buildings 12' apart instead of creating an open area. These setbacks need to be set to maximize the open area in the common landscape area. Please tailor all setbacks to meet the product design.

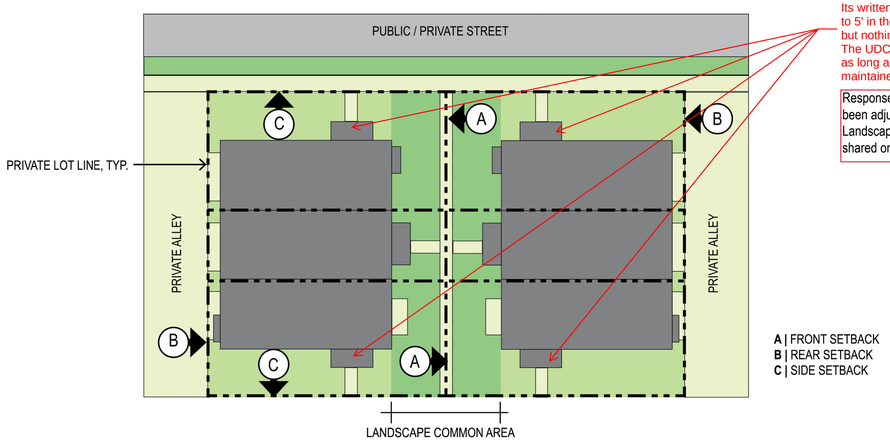
Response: Front setbacks have been adjusted to reflect the Landscape Common Area exhibit shared on sheet 8.



TYPICAL SINGLE-FAMILY LOT SIDE SETBACK CONDITIONS
(ENCROACHMENTS ALLOWED IN SETBACKS)

There should be some kind of minimum setback for the porches. Its written so they can encroach up to 5' in the landscape common area, but nothing addresses the ends. The UDC can allow encroachments as long as at least 5' of distance is maintained.

Response: Front setbacks have been adjusted to reflect the Landscape Common Area exhibit shared on sheet 8.



A | FRONT SETBACK
B | REAR SETBACK
C | SIDE SETBACK

LR (SFA - TOWNHOME-ALLEY LOADED) - SETBACK EXHIBIT, TYPICAL

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001184-2020

Architectural Standards for Single-Family Detached Dwelling Units - These standards replace subsection 6.7.E of the UDC.

1. Architectural Variety and Character

a. Architectural Variety

I. Design Standards

(A) No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.

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

(C) A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.

b. Architectural Character

I. Design Standards

(A) Each elevation shall include a minimum of 2 windows (or 1 window and 1 door) per floor.

(B) Each front and rear elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.

(C) A variety of roof forms should be used. Single unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g.: Mansard)

(D) The main roof should extend beyond the primary façade by a minimum of 1 foot.

(E) An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below. Application of the design enhancement shall be applied in a manner that is consistent with the style of the home. Side and rear elevations design enhancements shall be consistent with the design elements of the front elevation.

(1) The addition of 1 window unit.

(2) A change in wall plane by providing 1 or more of the following options:

- An additional wall plane change.
- A projecting or cantilevered living space.
- A bay or boxed window.

(3) A covered porch or deck.

(4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.

(5) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.

(F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. (No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground). Columns supporting upper story decks should be 8 inches x 8 inches minimum finished.

II. Materials

(A) All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long lasting appearance.

(B) When masonry cladding is used it should be used in locations where its mass is a logical and appropriate. In instances where masonry wraps the exterior corner of the home, the masonry should continue to a natural transition point such as an inside corner of a projecting wall, a column, a door or window or other logical point. In cases where no such feature exists near the corner, the masonry wrap shall extend at least 6 feet from the outside corner.

2. Orientation of Dwellings to the Street

Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit facing and generally visible from the front lot line of the property and within 12 feet of the most forward plane of the ground level living space. On corner lots, the pedestrian doorway may face any adjacent street. Unless prohibited by terrain or other site constraints, the orientation of the homes shall repeat the predominant relationship of building to buildings and buildings to street along the same block or the facing block. An exception shall be made for alley-loaded single-family detached dwelling units that do not have street frontage but do front onto a park or landscaped common area. In such case where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street.

3. Garages

These regulations for garages shall be applied to non-living space or storage areas within garages whether used for storage of automobiles or other items.

a. Diversity of Garage Orientation

(A) Except for garages oriented to alleys, all single family homes shall provide garages that meet one of the requirements below, and, a variety in garage orientation by providing a minimum of 2 of the following garage orientations on any single block:

(1) Recessed garages; where the primary garage door generally faces the front lot line and the garage is recessed a minimum of 2 feet behind the most forward plane of main floor living space or a front porch.

(2) Projecting garages; where the primary garage door generally faces the front lot line and the garage projects no more than 15 feet from the front door.

(3) Side-loaded garages.

(4) Garages recessed a minimum of 2 feet beneath a second floor living space.

b. Width/Façade Ratio

The width of a front loaded garage shall not exceed 65% of the width of the front elevation.

c. 3 or More Car Garages Orientation

The third or more bay of any 3 or more car garage shall either:

I. Have a different orientation from the first 2; or

II. Shall be recessed behind the first 2 by at least 2 feet when having the same orientation: or

III. Shall be tandem to the first 2.

4. Front Stoop

For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a front stoop shall be 3 feet in width.

5. Front Porches

For model plans with a front porch, the front porch shall include the covered area accessing the front door. Porches may fully extend outside the front façade of the home or be partially recessed. This space shall be a minimum size of 50 square feet with a minimum depth of 5 feet. For model plans with a partially recessed front porch, the porch must extend a minimum of 1 foot from the front façade of the home for architectural relief. Square footage may include the "front stoop" area, when the front stoop is included under the same covering as the front porch.

BRIDGEWATER P.U.D OVERLAY MAP
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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001184-2020

Architectural standards for Single-Family Attached Dwelling Units (Duplex – Alley Loaded)- These standards replace subsection 10.6.7.E and 10.6.7.F of the Unified Development Code and are only applicable for Village 11B and Village 1

B

Response: Village number has been updated.

1. Architectural Variety and Character
   - *a. Architectural Variety*
     - *I. Design Standards*
       - (A) No identical model plan/building elevation shall be repeated directly across any street from the same model plan and elevation.
       - (B) No identical model plan/building elevation shall be repeated more than once within every 4 buildings on the same side of any street.
       - (C) A minimum of 3 alternative elevations for each model plan/building shall be submitted to the Town for review.
   - *b. Architectural Character*
     - *I. Design Standards*
       - (A) Each elevation unit shall include a minimum of 2 windows (or 1 window and 1 door) per floor. For rear elevations where there is not enough space for both a garage door and an additional window, window panels within the garage door will suffice.
       - (B) Each front elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.
       - (C) A variety of roof forms should be used. Single, unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g.: Mansard)
       - (D) The main roof should extend beyond the primary façade by a minimum of 1 foot.
       - (E) An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below. Application of the side elevation design enhancement shall be applied in a manner that is consistent with the design elements of the front elevation.
         - (1) The addition of 1 window unit.
         - (2) A change in wall plane by providing 1 or more of the following options:
           - An additional wall plane change.
           - A projecting or cantilevered living space.
           - A bay or boxed window.
         - (3) A covered porch or deck.
         - (4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.
         - (5) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.
       - (F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground. Columns supporting upper story decks should be 8 inches x 8 inches minimum, finished.
     - *II. Materials*
       - (A) All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long lasting appearance.

2. Orientation of Dwellings to the Street

   Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit facing, and generally visible from, the front lot line of the property and within 12 feet of the most forward plane of the ground level living space. On corner lots, the pedestrian doorway may face any adjacent street. On interior unit lots a maximum of 50% of the units in a building may have a doorway facing the side lot line, however the porch or stoop will face the front lot line. Unless prohibited by terrain or other site constraints, the orientation of the homes shall repeat the predominant relationship of building to buildings and buildings to street along the same block or facing block. An exception shall be made for alley-loaded single-family attached dwelling units that do not have street frontage but do front onto a park or landscaped common area. In such case where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street.

This is a change from the original and should be removed.

Response: Language has been removed.

3. Front Stoop

   For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a front stoop shall be 3 feet in width.

4. Front Porches

   For model plans with a front porch, the front porch shall include the covered area accessing the front door. Porches may fully extend outside the front facade of the home or be partially recessed. This space shall be a minimum size of 50 square feet, with a minimum depth of 5 feet. For model plans with a partially recessed front porch, the porch must extend a minimum of 1 foot from the front facade of the home for architectural relief. Square footage may include the "front stoop" area, when the front stoop is included under the same covering as the front porch.

This has been changed from the original. How does this impact 11B?

Response: Language has been updated to reflect the language approved with the Bridgewater PUD Amendment No.4.

5. Bicycle Racks

   One (1) guest bicycle rack shall be provided for every 10 single-family attached units. Loop bicycle racks shall accommodate 2 bicycles per loop. Racks shall be distributed evenly throughout the single-family attached residential area, with priority focused on key pedestrian areas and circulation paths.

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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001184-2020

ARCHITECTURAL STANDARDS FOR MULTI-FAMILY SPECIFIC TO VILLAGE 15

Architectural standards to Multi-Family Residential Dwelling Units – these standards replace subsection 10.6.7.F of the Unified Development Code and are only applicable to Village 15.

General Provisions

Purpose: To provide areas for residential uses of an urban character at a gross density not to exceed 26 dwelling units per acre. Buildings three (3) stories or less shall contain a maximum of 36 units per building.

10.5.6.A & 10.6.3.B – Parks and Open Space – Land dedication requirements have been prior satisfied elsewhere with the Bridgewater PUD – no additional land dedications or fees-in-lieu shall apply to Village 15.

10.5.6.B -- Contributions for Public School Sites – Land dedication requirements have been prior satisfied elsewhere within the Bridgewater PUD – no additional land dedications or fees-in-lieu shall apply to Village 15.

10.6.6 OFF-STREET PARKING AND LOADING

D. Off-Street Parking Requirements

1. Schedule A

c. Off Street Parking Location

vii. The following shall count toward the minimum parking requirement:

(A) Surface parking, including detached garages, carports and tandem spaces located in front of garage doors to be used by tenant of said garage.

10.6.7 RESIDENTIAL USE CATEGORY DESIGN STANDARDS

F. Additional Standards for Multi-family Residential

1. Building Design and Character

d. Architectural Character

i. Design Standards

(C) The maximum building length of any multi-family building, of 3-stories or less, shall be 160 feet. All buildings shall incorporate 1 additional item listed in 10.6.7.F.d.ii(D), totaling 3 or more features from the list below:

(1) Balconies;
(2) Bay or box windows;
(3) Insets or other relief in the wall plane;
(4) Porches;
(5) Dormers;
(6) Variations in materials; or
(7) Variations in roof forms.

Additionally, building facades facing a Public Way shall incorporate one further Architectural Design Enhancement from the list below:

(8) Use of 10% masonry (Stone, Manufactured Stone or Brick) along the façade facing the Public Right of Way or Common Open Space;
(9) Enhanced architectural detailing on facades facing the Public Right of Way or Common Open Space, including but not limited to enhanced trim, articulated columns and/or column bases, awnings, brackets, corbels, exposed structure (whether actual or simulated structure);
(10) Unit doors at round level patios in units facing the Public Right of Way or Common Open Space to allow direct access from the private unit to the Public Right of Way or Common Open Space; or
(11) A portion of the roofs and/or awnings facing the Public Right of Way or Common Open Space in an enhanced material such as metal panel, standing seam or tile roofing.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	BO
DRAWN BY	RD
DATE	03/12/21
SHEET	7 OF 8

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BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001136-2020

Architectural standards for Single-Family Attached Dwelling Units (Townhome – Alley loaded) – These standards replace subsection 10.6.7.F of the Unified Development Code and are only applicable for Village 14.

General Provisions

Purpose: The provide areas for residential uses of an urban character at a gross density not to exceed 12 dwelling units per acre.

5

Response: Corrected.

10.6.6.G.1 is replaced as follows:

Bicycle Parking

All development shall provide bicycle parking areas that comply with the following standards:

a. Location
~~Bicycle parking spaces shall be conveniently located, but in no case shall such facilities be located farther than 100 linear feet from the primary building entrance.~~ Bicycle parking shall be distributed evenly throughout the single-family attached townhome area, with priority focused on key pedestrian areas and circulation paths.

b. Spaces Required
Bicycle parking spaces shall be provided at the following rates:
i. A minimum of 2 bicycle parking spaces per 20 off-street parking spaces for all ~~commercial and multi-family~~ single-family attached townhome uses.

c. A rack or other structure shall be provided to secure parked bicycles. Looped bicycle racks shall accommodate 2 bicycles per loop.

10.6.7.F.1.c is replaced as follows:

Building Orientation

ii. Design Standards

(A) The primary entrance and façade of individual buildings townhome development shall be oriented towards:
(1) Primary internal or perimeter streets,
(2) Common open space, such as interior courtyards, landscaped common areas, parks, or on-site natural areas or features with a clearly defined and easily accessible pedestrian circulation system.

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

Some units face each other. Not sure how this is met. Those don't appear to comply with this section. What are interior courtyards? That should be shown on the example at the bottom right.

Response: The corresponding site plan in question has been revised so that no unit entrance is facing an "interior courtyard" (not to be confused with a "landscape common area". The language "interior courtyard" has been removed.

What are these? Response indicates street, park, or OS.

Response: "Natural Areas" has been replaced with "open space" to avoid any confusion between the terms.

Specifically of note: -Section 10.6.7.F.c.ii.(A) & (B) - Primary entrances shall be oriented to primary streets/common open areas, and primary entrances shall not be on an alley.

is replaced as follows:

Architectural Character

ii. Design Standards

(A) All sides of a ~~multi-family~~ single-family attached townhome building shall display a similar level of quality and architectural detailing. The majority of a building's architectural features and treatments shall not be restricted to a single façade. Building details, including roof forms, windows, doors, trim, and siding materials, shall reflect the architectural style of the building.

(B) On ~~multi-family~~ single-family attached townhome buildings ~~of 10 dwelling units or less~~, the massing and use of exterior materials is encouraged ~~to be arranged to give each building the appearance of a large single-family home~~ to promote a cohesive style between units within a building, however distinction between buildings is required (RE: 10.6.7.F.1.e). This includes townhomes, duplexes, manor homes, and stacked tri-plex/quad-plex homes. ~~but does not necessarily apply to townhomes in which the unique individualism of each dwelling unit is expressed~~.

(C) The maximum length of any ~~multi-family~~ single-family attached townhome building shall be 156 feet.

(D) Blocky, uniform ~~facades~~ buildings are prohibited. The ~~facades~~ buildings of all ~~multi-family~~ single-family attached townhome buildings shall be articulated through the incorporation of 2 or more of the following:
(1) Balconies;
(2) Bay or Box windows;
(3) Insets or other relief in the wall plane;
(4) Porches;
(5) Dormers;
(6) Variations in materials; or
(7) Variations in roof forms.

The sketch plan shows numerous units that have front entrances on the alleys.

Response indicates doors have been adjusted. Please share the adjusted plan.

Response: Adjusted plans have been shared with staff for reference.

How long will these actually be? this should be reduced to reflect the product. 156' seems too long.

Response: Maximum length has been updated for consistency with the intended product.

Response: Revised.

(E) The incorporation of a variety of roof forms is ~~strongly encouraged~~ required. Generally, ~~multi-family~~ single-family attached townhome buildings shall incorporate roof pitches of between 3:12 and 12:12; however, alternative roof forms may be permitted at the discretion of the Community Development Director.

(F) Roof overhangs shall be a minimum of 12 inches to establish strong shadow lines and complement the pitch and architectural style of the structure.

(G) Horizontal variations in materials along the façade of a ~~multi-family~~ single-family attached townhome building shall occur in conjunction with a change in wall plane, preferably at the inside of the corner of a wall.

Response: Revised.

(H) Each elevation ~~unit~~ dwelling shall include a minimum of 2 windows (or 1 window and 1 door) per floor. For rear elevations where there is not enough space for both a garage door and an additional window, window panels within the garage door will suffice.

(I) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground. Columns supporting upper story decks should be 8 inches x 8 inches minimum, finished.

10.6.7.F.1.e is replaced as follows:

Architectural Variety

ii. Design Standards

(B) Townhomes

This can be removed since the UDC isn't being changed.

Response: Language has been removed.

(1) No more than 6 townhome dwelling units may be attac… buildings cluster.

(2) ~~Within each townhome row or cluster, individual dwelling units shall be differentiated through 2 or more of the following methods:~~
~~a. Use of distinct color variation between individual dwelling units;~~
~~b. Use of distinct variations in materials between individual dwelling units;~~
~~c. Use of distinct variations in architectural style or features, such as a porch or similar feature, between individual dwelling units;~~
~~d. Use of distinct variations in roof form;~~
~~e. Variation in garage orientations;~~
~~f. A variation in the plane of the front façade to provide a minimum 3 foot variation between individual dwelling units.~~

This should probably reference buildings or building groups

Response: Revised.

(2) No identical model plan elevation shall be repeated directly across any street …me model plan and elevation.

(3) … model plan elevation shall be repeated more than once within every 4 lots on the same side of any street.

(4) A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.

(5) Each front elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.

(6) An elevation for the home that faces a street, common open space, such as interior courtyards, landscaped common areas, parks, or on-site natural areas or features, shall provide an 'Enhanced Elevation'. An 'Enhanced Elevation' shall provide 2 or more of the following design enhancements listed in below. Application of the side elevation design enhancement shall be applied in a … with the design elements of the front elevation.
… of 1 window unit;
… all plane by providing 1 or more of the following options
… ditional wall plane change; of at least 12"
… jecting or cantilevered living space; or
- A bay or boxed window.

The PUD normally requires 3. Why only 2?

Response: The requirement has been increased to 3 for consistency with other products within the community.

Response: Revised.

c) A covered porch or deck;

d) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, lintels, trellises, columns, or pilasters; or

e) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.

What are these?

Response: Language has been revised.

Additional Design Standards:

1. Front Porch
For plans with a front porch, the minimum size of front porches shall be 50 square feet of floor area, excluding the stoop and any projections, with a minimum depth of 5 feet.

Should include the stoop as long as it is part of the porch

2. Front Stoop
For plans with a front stoop, the front stoop shall … generally in front of a door that can be covered or uncovered, with a minimum depth of 3 feet.

Response: Per direction from staff in a meeting held 4/30/21, this language has been revised to replace "excluding" with "including" in regards to the stoop.

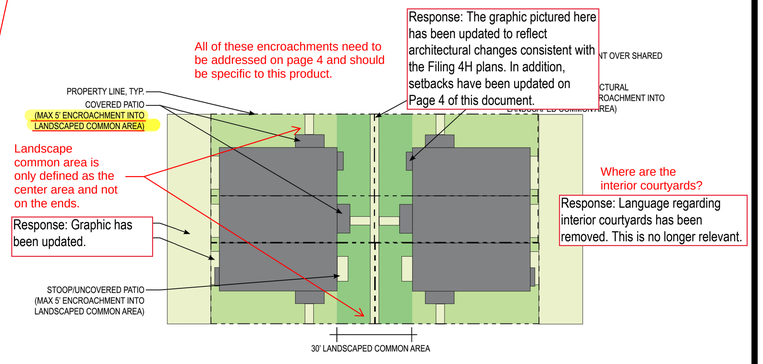
Definitions:

1. Landscaped Common Area
Landscaped Common Areas shall be defined as common … as within residential neighborhoods where alley-loaded buildings front each other, and a street is not present. These spaces are envisioned as a publicly accessible space via a public access easement granted over a portion of the front setback of a rear-loaded single-family attached lot. Landscaped Common Areas shall be a minimum of 30 feet in width as measured between the front primary facades of facing buildings. Encroachments are permitted for the following architectural appurtenances: Covered front porches up to 6 feet (inclusive of roof overhangs), front stoops or uncovered patios up to 5 feet, second-story architectural cantilevers up to 3 feet (inclusive of roof overhangs), bay windows up to 3 feet (inclusive of roof overhangs), other above-grade features such as roof overhangs, eaves, counterforts, and fireplace box-outs up to 2 feet. Fencing is not permitted in Landscaped Common Areas unless used as a decorative screening element for above ground utilities subject to the approval of the Community Development Director. See Exhibit 1.1 below.

Interior courtyards?

Response: Language regarding interior courtyards has been removed.

EXHIBIT 1.1



This isn't needed if it is the same as the definition above.

Response: Additional note has been removed.

NOTE: Landscaped Common Areas shall be defined as common landscape and pedestrian areas within residential neighborhoods where alley-loaded buildings front each other and a street is not present. These spaces are envisioned as a publicly accessible space via a public access easement granted over a portion of the front setback of a rear-loaded single-family attached lot. Landscaped Common Areas shall be a minimum of 30' in width as measured between the front primary facades of facing buildings. Encroachments are permitted for the following architectural appurtenances: Covered front porches up to 6' (inclusive of roof overhangs), front stoops or uncovered patios up to 5', second-story architectural cantilevers up to 3' (inclusive of roof overhangs), bay windows up to 3' (inclusive of roof overhangs), other above-grade features such as roof overhangs, eaves, counterforts, and fireplace box-outs up to 2'. See exhibit 1.1 above for reference.

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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DATE	03/12/21
SHEET	8 OF 8

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From:	Dawn Anderson
To:	Melinda Helmer
Subject:	Colliers Hill Drainage
Date:	Wednesday, April 14, 2021 3:53:11 PM
Attachments:	image002.jpg 0103_001.pdf 0104_001.pdf
Importance:	High

Melinda,

Weld County has received many concerns regarding the above mentioned development within Erie in respect to drainage. We have recently reviewed the drainage report and we too have concerns that we would like to discuss. Below you will find our initial comments. Could we schedule a meeting either in person or remote to discuss with Town of Erie Planning Department next week?

Initial Comments:

In reference to the Phase I Drainage Report for Colliers Hill Filing 6, Weld County has two different concerns. Pond 2 is proposed to release into an existing storm pipe that goes under the RTD embankment. This release will then go into the Parkland Estates subdivision and then further downstream to the Carmacar Subdivision. Weld County requests to review the report to ensure that the downstream properties are not adversely effected. Weld County recommends that the release rate be no higher than the 5-year pre-developed runoff rate to protect the residences and infrastructure in this area.

The report proposes that Pond 1 be located outside of the subdivision in a property that is currently in unincorporated Weld County, outside of the limits of the Town of Erie. This pond will then flow to a regional drainage channel. This pond needs to be designed in accordance with the Weld County Code. This will required the pond to capture the 100-year 1-hour storm and release at a rate no greater than the 5-year, 1-hour storm falling on the predeveloped site.

To address the above comments, downstream infrastructure improvements identified in the Outfall Systems Plan – East of Coal Creel report, dated January 2020 should be constructed prior to the construction of the development. These improvements should start downstream and work upstream to prevent downstream inundation. Both of the ponds proposed in the Phase 1 Drainage Report for Colliers Hill Filing 6 have downstream flow paths that have recommended improvements based upon the Outfall Systems Plan. The purpose of these improvements is to protect downstream existing properties and infrastructure.

Weld County respectfully requests to review future drainage reports for the Colliers Hill/Bridgewater subdivision and developments in the area as well as drainage outfall improvement plans associated with this development.

Thank you,

Dawn R. Anderson
Development Review Manager

Weld County Public Works



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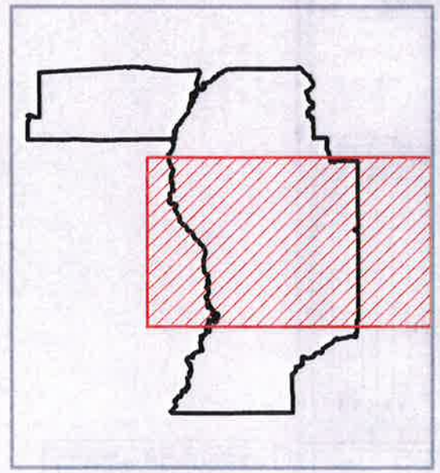
Legend

- Study Area Boundary
- Subcatchments
- Major Watershed Boundary

SWMM Elements

- Subbasin
- Design Points
- Conveyance Element
- Detention Facility
- Outfall

KEY MAP



N
W E
S

0 1,000 2,000
Feet

MATCHLINE B-10

MATCHLINE B-12

KENOSHA RD

JAY RD

ERIE PKWY

WELD COUNTY RD 12

WELD COUNTY RD 10

RTD EMBANKMENT

NORTHRIDGE DR

WELD COUNTY RD 3

WELD COUNTY RD 5

WELD COUNTY RD 7

COUNTY LINE RD

Sullivan Ditch

Cottonwood Ditch Extension

Coal Creek

Stanley Ditch

MERRICK® Merrick and Company 2480 W 26th Ave, Unit B225 Denver, CO 80211 Phone: 303-964-3333 Fax: 303-964-3355	TOWN OF ERIE	TOWN OF ERIE OUTFALL SYSTEMS PLAN (EAST OF COAL CREEK)	SWMM ROUTING MAP	FIGURE B-11

LEGEND

- Existing Contours
- Proposed Contours
- Flow Arrow
- B2 — Basin Designation
- Basin Boundary
- Major Basin Boundary

Basin	Area (acres)	C_2	C_{10}	C_{100}	T_c (mins)	I_2 (in/hr)	I_{10} (in/hr)	I_{100} (in/hr)	Q_2 (cfs)	Q_{10} (cfs)	Q_{100} (cfs)
K1	84.44	0.19	0.30	0.57	28.6	*1.31*	*2.24*	*4.33*	**20.48**	**57.23**	**209.18**
K2	70.30	0.25	0.37	0.61	33.7	*1.19*	*2.03*	*3.92*	**20.86**	**52.34**	**167.99**
H1	84.44	0.01	0.11	0.46	42.2	*1.03*	*1.77*	*3.41*	**0.82**	**16.23**	**133.25**
H2	70.30	0.01	0.11	0.46	53.0	*0.89*	*1.53*	*2.94*	**0.60**	**11.95**	**96.20**

SCALE VERIFICATION
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811 — 72 HOURS BEFORE YOU DIG CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (U.N.C.C.)
ASK: ELECTRIC, TELEPHONE, CATV AND PIPELINES, SYSTEM FIELD MARKING

REVISIONS

NO.	DESCRIPTION	DATE	BY
###	###	###	###
###	###	###	###
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303.449.9105

COLLIERS HILL FILING 6
ERIE, CO
PHASE 1 DRAINAGE REPORT
DRAINAGE PLAN
Prepared for:
DAYBREAK RECOVERY ACQUISITION LLC

DRAWN BY: RH
DESIGNED BY: RH
DRAWING NAME: CHS-PH1-DR
APPROVED BY: JJ
JOB NUMBER: 2527-02
DATE: 10/23/2020
SCALE: 1"=200'
SHEET NO: 1 OF 1

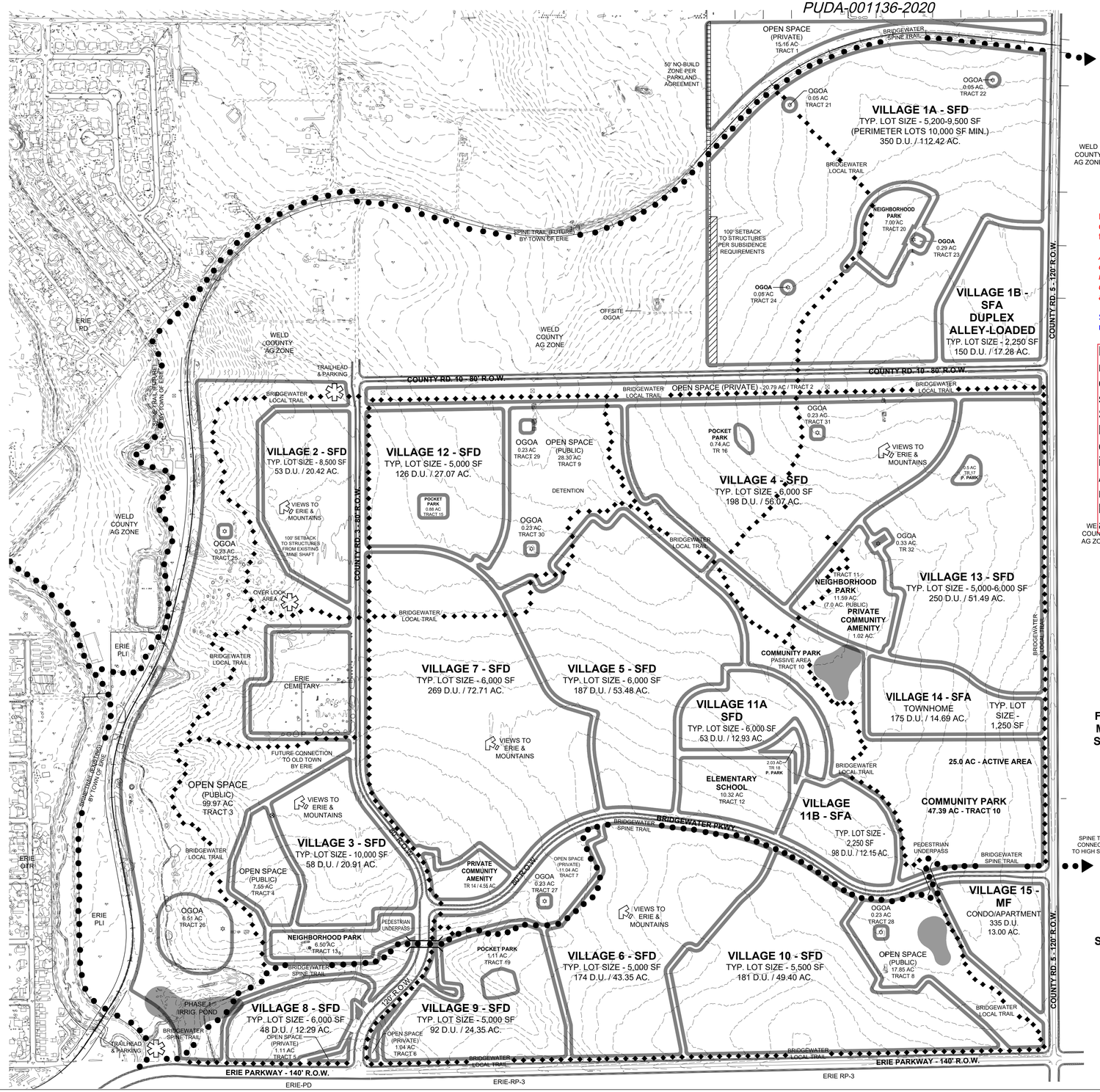
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BRIDGEWATER (COLLIERS HILL) P.U.D. OVERLAY MAP - AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES

PUDA-001136-2020



Previous Comment: Need the updated SUA, demonstrating the O & G will be removed, to move forward with this amendment.

Applicant Response: The Applicant is currently working on finalizing revisions to the existing SUAs on site to reflect the capped and abandoned wells. The revised documents will be shared with the Town as soon as they are made available.

Staff response: What is the status of the SUA revisions? Please provide the updated documents.

Response: The Applicant is finalizing the revised agreement with Crestone currently and will share with staff as soon as its executed. Regarding the Oxy SUA, the Applicant has recommended to keep that agreement in place, as it will expire in the future and will no longer impact future development. The Applicant is working with staff to set up a meeting to discuss these details further, however the meeting has not been held at the time of this resubmission.

PROPOSED P.U.D. TABLES

PARKS AND OPEN SPACE COMPLIANCE		
	REQUIRED (per Annex/PUD)	PROVIDED
PARK AREA (based on 2,880 d.u. max.)		
COMMUNITY PARK	40.0 ac.	47.39 ac.
NEIGHBORHOOD PARKS	24.0 ac.	24.70 ac. (5.64 ac. Private
POCKET PARKS	4.0 ac.	5.26 ac.
OPEN SPACE (based on 2,880 d.u. max.)		
PUBLIC OPEN SPACE (tracts 1, 3, 4, 8 & 9)	181.6 ac.	168.84 ac.
PRIVATE OPEN SPACE (tracts 2, 5, 6, 7 & 14)		38.53 ac.

LAND USE SUMMARY OVERVIEW		
TYPE	AREA	% OF TOTAL AREA
RESIDENTIAL AREAS	614.01 ac.	64%
SCHOOL PARCEL	10.32 ac.	1%
PARKS & OPEN SPACE	295.42 ac.	31%
OUTLOTS (OIL & GAS)	8.66 ac.	1%
PUBLIC RIGHT-OF-WAY	37.42 ac.	4%
TOTAL ACREAGE	965.83 ac.	100%
GROSS DENSITY	2,880 d.u. = 2.98 d.u./ac.	

LAND USE SUMMARY				
TRACT	AREA	USE	TARGET D.U.	ZONE DISTRICT
VILLAGE 1A	112.42 AC	SFD	350	LR
VILLAGE 1B	17.28 AC	SFA	150	LR
VILLAGE 2	20.42 AC	SFD	53	LR
VILLAGE 3	20.91 AC	SFD	58	LR
VILLAGE 4	56.07 AC	SFD	198	LR
VILLAGE 5	53.48 AC	SFD	187	LR
VILLAGE 6	43.35 AC	SFD	174	LR
VILLAGE 7	72.71 AC	SFD	269	LR
VILLAGE 8	12.29 AC	SFD	48	LR
VILLAGE 9	24.35 AC	SFD	92	LR
VILLAGE 10	49.40 AC	SFD	181	LR
VILLAGE 11A	12.93 AC	SFD	53	LR
VILLAGE 11B	12.15 AC	SFA	98	LR
VILLAGE 12	27.07 AC	SFD	126	LR
VILLAGE 13	51.49 AC	SFD	250	LR
VILLAGE 14	14.69 AC	SFA	175	LR
VILLAGE 15	13.00 AC	SFA	335	LR
SUBTOTAL	614.01 AC		2,797 D.U.	
			2,880 MAXIMUM NUMBER OF UNITS ALLOWED	

TRACT 10	47.39 AC	C/PARK	N/A	LR
TRACT 11	11.59 AC	N/PARK	N/A	LR
TRACT 12	10.32 AC	SCHOOL	N/A	LR
TRACT 13	6.50 AC	N/PARK	N/A	OS
TRACT 15	0.88 AC	P/PARK	N/A	LR
TRACT 16	0.74 AC	P/PARK	N/A	LR
TRACT 17	0.50 AC	P/PARK	N/A	LR
TRACT 18	2.03 AC	P/PARK	N/A	LR
TRACT 19	1.11 AC	P/PARK	N/A	LR
TRACT 20	7.00 AC	N/PARK	N/A	LR
PARK AREA	88.06 AC			

TRACT 1	15.16 AC	O.S. PRIVATE	N/A	ER
TRACT 2	20.79 AC	O.S. PRIVATE	N/A	LR
TRACT 3	99.97 AC	O.S. PUBLIC	N/A	OS
TRACT 4	7.55 AC	O.S. PUBLIC	N/A	LR
TRACT 5	1.11 AC	O.S. PRIVATE	N/A	LR
TRACT 6	1.04 AC	O.S. PRIVATE	N/A	LR
TRACT 7	11.04 AC	O.S. PRIVATE	N/A	LR
TRACT 8	17.85 AC	O.S. PUBLIC	N/A	LR
TRACT 9	28.30 AC	O.S. PUBLIC	N/A	LR
TRACT 14	4.55 AC	O.S. PRIVATE	N/A	LR
OPEN SPACE	207.36 AC			

TRACT 21	0.05 AC	O.G.O.A.	N/A	LR
TRACT 22	0.05 AC	O.G.O.A.	N/A	LR
TRACT 23	0.29 AC	O.G.O.A.	N/A	LR
TRACT 24	0.05 AC	O.G.O.A.	N/A	LR
TRACT 25	0.23 AC	O.G.O.A.	N/A	OS
TRACT 26	6.51 AC	O.G.O.A.	N/A	OS
TRACT 27	0.23 AC	O.G.O.A.	N/A	LR
TRACT 28	0.23 AC	O.G.O.A.	N/A	LR
TRACT 29	0.23 AC	O.G.O.A.	N/A	LR
TRACT 30	0.23 AC	O.G.O.A.	N/A	LR
TRACT 31	0.23 AC	O.G.O.A.	N/A	LR
TRACT 32	0.33 AC	O.G.O.A.	N/A	LR
O.G.O.A.	8.66 AC			

NOTES:

1. DEVELOPABLE UNITS (D.U.) MAY BE TRANSFERRED BETWEEN VILLAGE PARCELS AS LONG AS THE TOTAL PROJECT DENSITY IS NOT EXCEEDED.

2. VILLAGE AND TRACT BOUNDARIES SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED AS LONG AS THE TOTAL AREA WITHIN THE BOUNDARY IS ADHERED TO.

3. OIL AND GAS SETBACKS SHALL REFLECT STANDARDS OUTLINED IN THE TOWN OF ERIE UNIFIED DEVELOPMENT CODE (DECEMBER 2020). A MINIMUM OF 350' DISTANCE SHALL BE MAINTAINED FROM ACTIVE OIL AND GAS WELLS AND 25' FROM CAPPED AND ABANDONED OIL AND GAS WELLS. SETBACKS ARE MEASURED FROM THE WELL HEAD TO THE NEAREST RESIDENTIAL LOT.

GRAPHIC SCALE

400 0 200 400 800 1600

(IN FEET)

1 inch = 400 ft.

BRIDGEWATER P.U.D OVERLAY MAP

SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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SHEET 2 OF 8
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BRIDGEWATER (COLLIERS HILL) P.U.D. OVERLAY MAP - AMENDMENT NO. 6

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RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001136-2020

DIMENSIONAL STANDARDS

	MINIMUM LOT STANDARDS		MINIMUM LOT SETBACKS (FT.) (2,7)				MAX. HT.
DISTRICT	WIDTH (FT.)	AREA (S.F.)	FRONT	SIDE (TO ABUTTING STREET)	SIDE (TO INTERIOR LOT)	REAR	
LR (WITH SFD)	40'	3,500 (10)	PRIN. - 20' (3,6)	10' (3,4)	6' (3,4)	PRIN. - 20' (3,4,5)	PRIN. - 35'
	50' CORNER LOTS		ACC. - 30' (3,6)			ACC. - 5' (3,4,5)	ACC. - 25'
LR (VILLAGE 15 APARTMENTS)	NONE	1,500	PRIN. - 20' (3)	10' (3)	NONE (1,3)	PRIN. - 20' (3)	PRIN. - 35' (9)
			ACC. - 30' (3)			ACC. - 5' (3)	ACC. - 25'
LR (SFA - DUPLEX-ALLEY LOADED)	30'	2,250	PRIN. (OS) - 6' (3)	10' (3)	6' (1,3)	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 12' (3)			ACC. - 0' (8)	ACC. - 25'
LR (SFA - TOWNHOME-ALLEY LOADED)	20'	1,250	PRIN. (OS) - 15' (11)	10' (13)	6' (1,13)	PRIN. - 0' (8)	PRIN. - 35'
			PRIN. (ROW) - 10' (12)			ACC. - 0' (8)	ACC. - 25'

(1) ZERO LOT LINE SETBACKS SHALL BE PERMITTED FOR ATTACHED BUILDINGS PROVIDED THAT THE BUILDING MEETS THE ZONE DISTRICT INTERIOR LOT LINE SETBACK ON THE SIDE OF THE BUILDING THAT IS NOT ATTACHED

(2) MULTIPLE PRINCIPAL BUILDINGS ON A SINGLE LOT SHALL BE SEPARATED BY A DISTANCE EQUAL TO THE DISTANCE THAT WOULD BE REQUIRED IF THEY WERE SEPARATED BY A SIDE TO INTERIOR LOT LINE.

(3) FRONT, SIDE, AND REAR SETBACKS SHALL ALLOW FOR ENCROACHMENTS UP TO 2 FEET BEYOND THE BUILDING FOUNDATION FOR ABOVE-GRADE FEATURES INCLUDING EAVES, COUNTERFORTS, FIREPLACE BOX-OUT, STOOPS, BAY WINDOWS, ROOM CANTILEVERS, AND OVERHANGS PROVIDED THAT THE LIVING SPACE OF THE PROJECTION DOES NOT EXCEED 20 SQUARE FEET IN EACH INSTANCE AND EXTEND MORE THAN 2 FEET. THERE SHALL BE NO MORE THAN TWO (2) ABOVE-GRADE LIVING SPACE ENCROACHMENTS PER ELEVATION ARTICULATION (AS DEFINED IN 10.6.7.F.1.d.ii.(C)). REAR ENCROACHMENTS ARE NOT PERMITTED WITH ALLEY LOADED LOTS.

(4) SIDE AND REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR ENCROACHMENTS UP TO 3 FEET BEYOND THE BUILDING FOUNDATION FOR BELOW-GRADE WINDOW WELLS.

(5) REAR SETBACKS FOR FRONT LOADED LOTS SHALL ALLOW FOR AN ENCROACHMENT OF UP TO 6 FEET FOR A COVERED PATIO (NOT ENCLOSED).

(6) REDUCTION OF FRONT SETBACK TO 15 FEET IS ALLOWED WHEN A GARAGE SIDES TO THE R.O.W.

(7) PROPERTY LINES ABUTTING THE EXTERIOR BOUNDARY OF THIS PUD SHALL ADHERE TO ALL REQUIRED SETBACKS OF THE UNDERLYING ZONE DISTRICT UNLESS OTHERWISE NOTED IN THE PUD.

(8) NO ENCROACHMENTS ARE PERMITTED OVER THE 0 FOOT REAR SETBACKS, THIS INCLUDES ALL ARCHITECTURAL FEATURES SUCH AS EAVES, OVERHANGS, AND OTHER.

(9) MUTLI-FAMILY BUILDING HEIGHT MEASURED PER UDC SECTIONS 10.11.3 AND PER 10.4.2.B.2 AND PER 10.6.4.G.6.

(10) SINGLE-FAMILY LOTS ALONG THE NORTHERN AND WESTERN PERIMETER OF VILLAGE 1 SHALL BE A MINIMUM OF 10,000 SF OR GREATER.

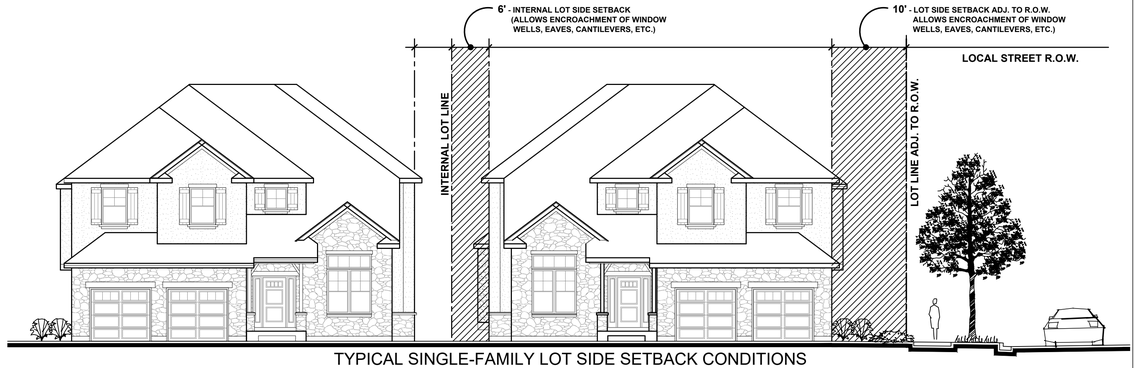
(11) FRONT SETBACK FACING OPEN SPACE OR COMMON LANDSCAPE AREAS SHALL ALLOW FOR ENCROACHMENTS UP TO 6 FEET FOR COVERED PORCHES (INCLUSIVE OF ROOF OVERHANGS), 5 FEET FOR STOOPS OR UNCOVERED PATIOS, 3 FEET FOR SECOND-STORY ARCHITECTURAL CANTILEVERS (INCLUSIVE OF ROOF OVERHANGS), 3 FEET FOR BAY WINDOWS (INCLUSIVE OF ROOF OVERHANGS), AND 2 FEET FOR OTHER ABOVE-GRADE FEATURES SUCH AS ROOF OVERHANGS, EAVES, COUNTERFORTS, AND FIREPLACE BOX-OUTS.

(12) FRONT SETBACKS FACING RIGHT OF WAY SHALL ALLOW FOR ENCROACHMENTS UP TO 3 FEET FOR COVERED PORCHES (INCLUSIVE OF ROOF OVERHANGS), STOOPS OR UNCOVERED PATIOS, AND 2 FEET FOR OTHER ABOVE-GRADE FEATURES SUCH AS ROOF OVERHANGS AND EAVES.

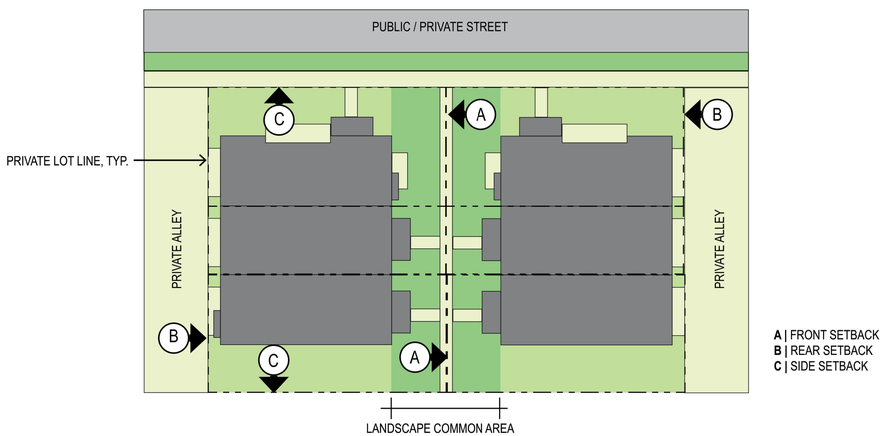
(13) SIDE SETBACKS SHALL ALLOW FOR ENCROACHMENTS UP TO 2 FEET FOR COVERED PORCHES (INCLUSIVE OF ROOF OVERHANGS, STOOPS OR UNCOVERED PATIOS).

Not sure about this "OS" reference. Delete it since it also includes "Common Landscape Areas".

Response: "OS" has been removed to limit confusion between "open space" and "common landscape areas".



TYPICAL SINGLE-FAMILY LOT SIDE SETBACK CONDITIONS
(ENCROACHMENTS ALLOWED IN SETBACKS)



A | FRONT SETBACK
B | REAR SETBACK
C | SIDE SETBACK

LR (SFA - TOWNHOME-ALLEY LOADED) - SETBACK EXHIBIT, TYPICAL

BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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DESIGN/APPR. BO
DRAWN BY RD
DATE 05/06/21
SHEET 4 OF 8
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BRIDGEWATER (COLLIERS HILL) P.U.D. OVERLAY MAP - AMENDMENT NO. 6

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
PUDA-001136-2020

Architectural standards for Single-Family Attached Dwelling Units (Townhome – Alley loaded) – These standards replace subsection 10.6.7.F of the Unified Development Code and are only applicable for Village 14.

General Provisions
Purpose: The provide areas for residential uses of an urban character at a gross density not to exceed 12 dwelling units per acre.

10.6.5.G.1 is replaced as follows:
Bicycle Parking
All development shall provide bicycle parking areas that comply with the following standards:

a. Location
~~Bicycle parking spaces shall be conveniently located, but in no case shall such facilities be located farther than 100 linear feet from the primary building entrance.~~ Bicycle parking shall be distributed evenly throughout the single-family attached townhome area, with priority focused on key pedestrian areas and circulation paths.
b. Spaces Required
Bicycle parking spaces shall be provided at the following rates:
i. A minimum of 2 bicycle parking spaces per 20 off-street parking spaces for all ~~commercial and multi-family~~ single-family attached townhome uses.
c. A rack or other structure shall be provided to secure parked bicycles. Looped bicycle racks shall accommodate 2 bicycles per loop.

10.6.7.F.1.c is replaced as follows:
Building Orientation
ii. Design Standards
(A) The primary entrance and façade of individual buildings within a ~~multi-family~~ single-family attached townhome development shall be oriented towards:
(1) Primary internal or perimeter streets,
(2) Common open space, such as interior courtyards, landscaped common areas, parks, or open space ~~on-site natural areas or features~~ with a clearly defined and easily accessible pedestrian circulation system.
(B) Primary entrances and facades shall not be oriented towards alleys, parking lots, garages, or carports.

10.6.7.F.1.d is replaced as follows:
Architectural Character
ii. Design Standards
(A) All sides of a ~~multi-family~~ single-family attached townhome building shall display a similar level of quality and architectural detailing. The majority of a building's architectural features and treatments shall not be restricted to a single façade. Building details, including roof forms, windows, doors, trim, and siding materials, shall reflect the architectural style of the building.
(B) On ~~multi-family~~ single-family attached townhome buildings ~~of 10 dwelling units or less~~, the massing and use of exterior materials is encouraged ~~to be arranged to give each building the appearance of a large single-family home~~ to promote a cohesive style between units within a building, however distinction between buildings is required (RE: 10.6.7.F.1.e). This includes townhomes, duplexes, manor homes, and stacked tri-plex/quad-plex homes. ~~but does not necessarily apply to townhomes in which the unique individualism of each dwelling unit is expressed~~.
(C) The maximum length of any ~~multi-family~~ single-family attached townhome building shall be 110 ~~156~~ feet.
(D) Blocky, uniform ~~facades~~ buildings are prohibited. The ~~facades~~ buildings of all ~~multi-family~~ single-family attached townhome buildings shall be articulated through the incorporation of 2 or more of the following:
(1) Balconies;
(2) Bay or Box windows;
(3) Insets or other relief in the wall plane;
(4) Porches;
(5) Dormers;
(6) Variations in materials; or
(7) Variations in roof forms.
(E) The incorporation of a variety of roof forms is required ~~strongly encouraged~~. Generally, ~~multi-family~~ single-family attached townhome buildings shall incorporate roof pitches of between 3:12 and 12:12; however, alternative roof forms may be permitted at the discretion of the Community Development Director.
(F) Roof overhangs shall be a minimum of 12 inches to establish strong shadow lines and complement the pitch and architectural style of the structure.
(G) Horizontal variations in materials along the façade of a ~~multi-family~~ single-family attached townhome building shall occur in conjunction with a change in wall plane, preferably at the inside of the corner of a wall.
(H) Each elevation dwelling unit shall include a minimum of 2 windows (or 1 window and 1 door) per floor. For rear elevations where there is not enough space for both a garage door and an additional window, window panels within the garage door will suffice.
(I) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground. Columns supporting upper story decks should be 8 inches x 8 inches minimum, finished.

10.6.7.F.1.e is replaced as follows:
Architectural Variety
ii. Design Standards
(B) Townhomes
~~(2) Within each townhome row or cluster, individual dwelling units shall be differentiated through 2 or more of the following methods:~~
- ~~Use of distinct color variation between individual dwelling units;~~
- ~~Use of distinct variations in materials between individual dwelling units;~~
- ~~Use of distinct variations in architectural style or features, such as a porch or similar feature, between individual dwelling units;~~
- ~~Use of distinct variations in roof form;~~
- ~~Variation in garage orientations;~~
- ~~A variation in the plane of the front façade to provide a minimum 3 foot variation between individual dwelling units.~~

(2) No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.
(3) No identical model plan elevation shall be repeated more than once within every 4 buildings or building groups on the same side of any street.
(4) A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.
(5) Each front elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.
(6) An elevation for the home that faces a street, park, trail corridor, open space, or landscaped common area shall provide an 'Enhanced Elevation'. An 'Enhanced Elevation' shall provide 3 or more of the following design enhancements listed in below. Application of the side elevation design enhancement shall be applied in a manner that is consistent with the design elements of the front elevation.
a) The addition of 1 window unit;
b) A change in wall plane by providing 1 or more of the following options
- An additional wall plane change of at least 12";
- A projecting or cantilevered living space; or
- A bay or boxed window.

c) A covered porch or deck;
d) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, lintels, trellises, columns, or pilasters; or
e) The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.

Additional Design Standards:
1. Front Porch
For plans with a front porch, the minimum size of front porches shall be 50 square feet of floor area, including the stoop and any projections, with a minimum depth of 5 feet.

2. Front Stoop
For plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered, with a minimum depth of 3 feet.

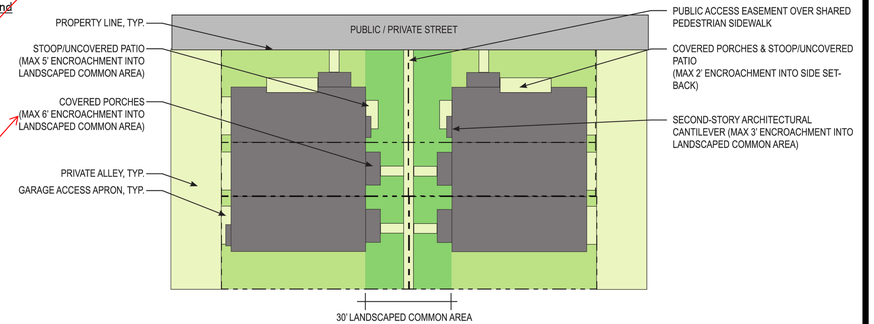
Definitions:
1. Landscaped Common Area
Landscaped Common Areas shall be defined as common landscape and pedestrian areas within residential neighborhoods where alley-loaded buildings front each other, and a street is not present. These spaces are envisioned as a publicly accessible space via a public access easement granted over a portion of the front setback of a rear-loaded single-family attached lot. Landscaped Common Areas shall be a minimum of 30 feet in width as measured between the front primary facades of facing buildings. Encroachments are permitted for the following architectural appurtenances: Covered front porches up to 6 feet (inclusive of roof overhangs), front stoops or uncovered patios up to 5 feet, second-story architectural cantilevers up to 3 feet (inclusive of roof overhangs), bay windows up to 3 feet (inclusive of roof overhangs), other above-grade features such as roof overhangs, eaves, counterforts, and fireplace box-outs up to 2 feet. Fencing is not permitted in Landscaped Common Areas unless used as a decorative screening element for above ground utilities subject to the approval of the Community Development Director. See Exhibit 1.1 below.

5' ?

6' looks like a typo? Previously it stated 5'. Also it states 5' in the front porch section.

Response: For consistency across the document all references to encroachments allowed for front porches are noted as 6 feet. This allows for a 5 foot porch and an additional 1 foot for roof overhangs.

EXHIBIT 1.1



BRIDGEWATER P.U.D OVERLAY MAP
SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF SEC. 9, SEC. 17, E 1/2 OF SEC. 18, T1N, R68W OF THE 6TH P.M. WELD COUNTY, CO.

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DESIGN/APPR.	BO
DRAWN BY	RD
DATE	05/06/21
SHEET	8 OF 8

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April 15, 2021

Mr. Chris LaRue
Town of Erie Community Development
645 Holbrook Street
Erie, Colorado 80506

Re: Colliers Hill – Rezone

Dear Mr. LaRue,

Following please find our letter of introduction and project description for the Rezoning request for the north quarter section of Colliers Hill (Bridgewater PUD Village 1A and 1B). The general purpose for this rezone request is to convert a portion of the Colliers Hill community from SR to LR zoning, consistent with the remaining portion of the community and the Town of Erie Comprehensive Plan.

Proposed Project Description

Proposed land uses within Village 1A and 1B of the Bridgewater P.U.D. includes a mix of single-family detached and attached homes ranging in lot size from 2,250 sf to 10,000+ sf. A maximum of 350 single-family detached units and 150 single-family attached units are proposed within the P.U.D. over a total area of 142.25 acres resulting in an approximate density of 3.5 dwelling units per acre. Per the UDC zoning within Suburban Residential (SR) is capped at 3.0 dwelling units per acre, therefore a rezoning request is being made to Low-Density Residential (LR) which permits residential densities between 3.0 and 5.0 dwelling units per acres.

Update to be consistent with Impact Assessment & PP.

The proposed LR zoning classification is consistent with the majority of the Colliers Hill (Bridgewater) community, except for a small portion located north of the existing railroad which is currently zoned Estate Residential (ER). This area will remain as ER zoning and is proposed as HOA-owned open space.

Response: The figures referenced here are correct. The figures references as part of the Impact Assessment Report have been corrected.

<u>ce with the Town of Erie Comprehensive Plan</u>

of Erie Comprehensive Plan currently outlines the entirety of the Colliers Hill (Bridgewater) community as ty Residential (LDR). This land use is characterized with suburban-style developments allowing for a range mily detached and attached homes with a density range between 2-6 dwelling units per acre. In addition, are recommended to be located within walking distance to community facilities such as schools, and parks.

The proposed land uses intended for Village 1A and 1B of the community fall well within the density range required, at 3.5 du/ac and include a mix of single-family attached and detached homes. Residents are located within convenient walking distances to nearby community amenities such as regional trails, neighborhood and pocket parks, a future community park and the nearby Soaring Heights Middles School and Erie High School.

<u>Surrounding Land Use</u>

Adjacent land uses to Village 1A and 1B include the following:

To the North – Parkland Estates (Weld County PUD Zoning)
To the South – Village 4 and Village 13 of the Bridgewater P.U.D., single-family detached residential (LR Zoning)

April 5, 2021

Mr. Chris LaRue
Town of Erie Community Development
645 Holbrook Street
Erie, Colorado 80506

Re: Assessment of Impact Report

Dear Mr. LaRue,

Following please find our Assessment of Impact Report for the Rezoning request for the north quarter section of Colliers Hill (Bridgewater PUD Village 1A and 1B). The general purpose for this report is to assess impacts the proposed rezoned parcel would have on the Town, County, Special Districts and utilities and services.

PUD states 350 SFD.

Proposed Project Description

Proposed land uses within Village 1A and 1B of the Bridgewater P.U.D. includes a mix of single-family det attached homes ranging in lot size from 2,250 sf to 10,000+ sf. A maximum of 310 single-family detached 150 single-family attached units are proposed within the P.U.D. over a total area of 142.25 acres resulting approximate density of 3.2 dwelling units per acre. Per the UDC zoning within Suburban Residential (SR) i at 3.0 dwelling units per acre, therefore a rezoning request is being made to Low-Density Residential (LR) which permits residential densities between 3.0 and 5.0 dwelling units per acres.

Response: The figures referenced here have been updated to match the PUD.

3.5

The proposed LR zoning classification is consistent with the majority of the Colliers Hill (Bridgewater) community, except for a small portion located north of the existing railroad which is currently zoned Estate Residential (ER). This area will remain as ER zoning and is proposed as HOA-owned open space.

General Project Information

Current Zoning – Suburban Residential (SR)
Proposed Zoning – Low Density Residential (LR)
Jurisdictions applicable to this parcel – County of Weld, Town of Erie
Special Districts applicable to this parcel –

- Boulder Valley Conservation
- Colliers Hill Metropolitan District 3
- Town of Erie
- High Plains Library
- Mountain View Fire Protection District
- Northern Colorado Water District
- RTD
- School District RE1J-Longmont
- Weld County

Known Utility Service Providers –

- United Power (electric)
- Xcel Energy (gas)
- Town of Erie (water and sewer)
- Additional servicers may be used for telephone, internet, etc. by the individual homeowner

BRIDGEWATER ZONING MAP – AMENDMENT NO. 2

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
965.83 ACRES
RZ–001268–2021

DESCRIPTION OF DISTRICT BEING CHANGED:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 8 (A 2.5" ALUMINUM CAP MARKED LS 23501, 1993) FROM WHENCE THE SOUTH QUARTER CORNER OF SECTION 8 (A 3.25" ALUMINUM CAP MARKED 38252, 2018) LIES S89°01'00"W, 2,648.14 FEET (BASIS OF BEARINGS);

THENCE S89°01'00"W, 2,648.14 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER;

THENCE N00°01'05"E, 1,609.82 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER TO THE SOUTHERLY LINE OF A PARCEL DESCRIBED AS "UP CO V7\4 Pol2" IN DEED RECORDED 06/26/2009 AT RECEPTION NO. 3632827 (PREVIOUSLY UNION PACIFIC RAILROAD RIGHT OF WAY);

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL THE FOLLOWING THREE COURSES:

1) N42°44'02"E, 466.98 FEET;
2) 1,737.57 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,859.88 FEET, A CENTRAL ANGLE OF 53°31'41", AND A CHORD BEARING N69°30'25"E, 1,675.06 FEET;
3) S83°44'07"E, 800.46 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER;

THENCE S00°49'07"W, 2,406.70 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, CONTAINING 142.25 ACRES, MORE OR LESS.

NOTES

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

2. THE PURPOSE OF THIS ZONING AMENDMENT IS TO CHANGE AN AREA CURRENTLY ZONED "SR – SUBURBAN RESIDENTIAL" BY THE BRIDGEWATER ZONING MAP TO "LR – LOW DENSITY RESIDENTIAL". NO OTHER ZONING AREAS ARE AFFECTED

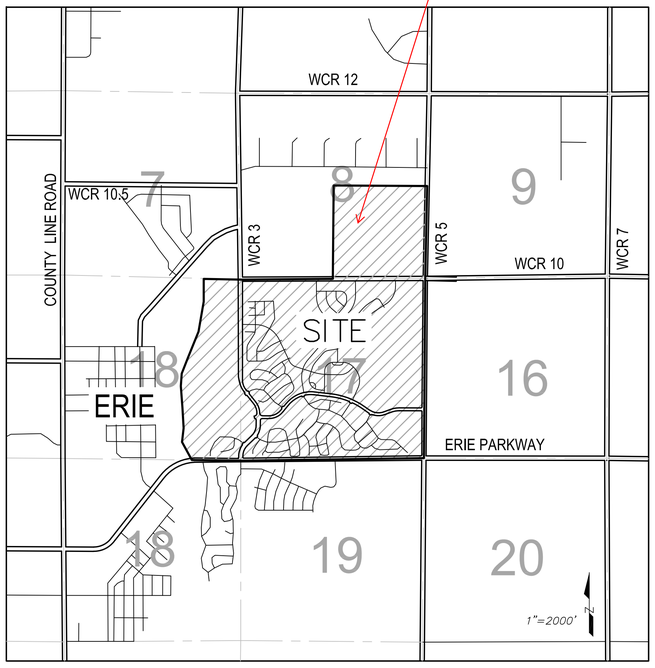
3. THIS ZONING MAP IS NOT AN IMPROVEMENT SURVEY PLAT, NOR IS IT A LAND SURVEY PLAT. IT IS INTENDED TO SHOW THE ZONING AREAS DESCRIBED IN THE LEGAL DESCRIPTIONS.

4. DISTRICT ZONES ARE DESCRIBED TO THE CENTERLINE OF RIGHT OF WAY, WHEN APPLICABLE.

5. ADJACENT ZONING BASED ON TOWN OF ERIE ONLINE ZONING MAP AND THE WELD COUNTY ONLINE PROPERTY PORTAL ACCESSED 03/31/2021.

Call out Affected area in a more prominent line.

Response: Affected area has been noted.



VICINITY MAP

PLANNING COMMISSION CERTIFICATE

THIS ZONING MAP WAS REVIEWED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____, 20____.

_____ _____
CHAIRPERSON DATE

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS ZONING MAP IS TO BE KNOWN AS THE "BRIDGEWATER PUD ZONING MAP – AMENDMENT NO. 2" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____ PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 20____.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

SURVEYOR'S CERTIFICATE

I, BO BAIZE, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PUD ZONING MAP TRULY AND CORRECTY REPRESENTS THE ABOVE DESRIBED LEGAL DESCRIPTION AND THE LEGAL DESCRIPTIONS FOR EACH ZONE DISTRICT.

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

_____
BO BAIZE
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #37990

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1			

HURST & ASSOCIATES, INC.
1265 S Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

BRIDGEWATER ZONING MAP
AMENDMENT NO. 2
ERIE, COLORADO

DRAWN BY: BO	DESIGNED BY:
APPROVED BY:	
JOB NUMBER: 2527-02	
DATE: 04/15/21	
SCALE: N/A	
SHEET NO: 1 OF 2	
FILE LOCATION:	C:\2527\SURVEY\BRIDGEWATER ZONING MAP AMEND 2