June 11, 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.

## 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 $2,250 \mathrm{sf}$ to $10,000+\mathrm{sf}$. 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.

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


## Mineral Rights

There are many known surface use agreements with the community. Copies of these surface use agreements are provided with this application. Many of the oil and gas operations areas originally approved with the Bridgewater P.U.D. have been renegotiated and are planned to be capped, abandoned, and relocated west of the property, near the southwestern portion of the southeastern quarter of Section 8/ Village 1A and 1B.

## Assessment

There are no known negative impacts on the County, Town, Special Districts, or affiliated service providers as a result of the rezoning request. All future development proposed within this parcel is consistent with the intent of the existing Town of Erie Comprehensive Plan for LDR land uses, Bridgewater PUD, and associated Annexation Agreements). Services to the property are found to be sufficient and are expected as a continuance from the existing Colliers Hill community to the south. Updated reports outlining compliance with the master reports for the community will be submitted with future entitlement applications for review. In addition, referral agencies will be notified for additional comment with future applications and the property is subject to future Development Agreements with the Town of Erie.

We hope that this provides a comprehensive summary of the request for rezoning. Feel free to contact me directly should you have any comments, questions and/or requests for additional information.

Sincerely,
Norris Design


Samantha Crowder
Senior Associate

# ALTA/NSPS LAND TITLE SURVEY <br> <br> TRACTS 18 \& 19 BRIDGEWATER MASTER SUBDIVISION <br> <br> TRACTS 18 \& 19 BRIDGEWATER MASTER SUBDIVISION <br> (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,

COMMTMENT NOEES:



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TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

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VICINITY MAP

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Note: The exhibit shown below was previously submitted to the Town of Erie for the Sketch Plan appicaconi Apprevised, but similar plan will be submitted to the Town in the form of a S comil and gas negotiations are coordinated between the land owner and surface rights owners. More detail regarding this negotiation and the revised land use concept will be provided at time of Preliminary

COLLIERS HILL FILING NO. 6 SKETCH PLAN
TRACT 18 OF "BRIDGEWATER MASTER SUBDIVISION" LOCATED IN SECTION 17, TOWNSHIP 1 NORTH, RANGE 68 NORRIS DESIGN WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

### 158.54 ACRES

SK-001207-2020

## LAND USE MAP



| LAND SUMMARY CHART |  |  |
| :---: | :---: | :---: |
| TYPE | AREA (Acres) | \% OF TOTAL AREA |
| Residental Lots | 63.4 | 40.14\% |
| $72 \times 130$ Singe Family (72 Los) | . | . |
| $62 \times 110$ S Singeferamil (119 Los) | . |  |
| $52 \times 100$ S Singeferamil (1717 Los) | . | . |
|  |  |  |
| TRACTS | 60.44 | $38.12 \%$ |
| RIIGHS OF War | ${ }^{346}$ | $21.74 \%$ |
| Total | 156.54 | 10000\% |

LEGEND

- OKETCH PLAN BOUNDARY

LAND PLAN IS CONCEPTUAL AND SUBJECCT TO CHANGE.
THERE ARE NO KNOWN FLOODPLAN AREAS WTHN THE
PROPOSED SKETCH PLAN BOUNDARY. PROPOSED SKETCHPLAN BOUNDARY,
THERE ARE NO N NOWW WETAND RPPRAN AREAS, STREAMS,
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VICINITY MAP




| TRACT SUMMARY CHART |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| TYPE | AREA (Acres) | USE | OWNERSHIP | MAINTENANCE |
| A | 15.15 | OPEENSPACE | Town of ERE | Town OF ERE |
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| D | 279 | LANOSCAPE EUfFER | ноА | ноА |
| E | 148 | PRIVATE AMENTY | но. | ноА. |
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| к | 040 | LANSSCAPE EUFFER ITRAL Convecton | но. | ноя |
| L | 037 | LANSSCAPE BUFFER / TRALL CONNECTION | н.оА | ноА |
| M | 026 | LANSSCAPE BUFFER ITRALL OONNECTION | ноА | ноА |
| N | 0.18 | LANSSCAPE BUFFER / TRALL OONVECTON | ноА | HоА |
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| R | 040 | LANSSCAPE EUFFER / TRALL OONNECTION | но. | ноя |
| s | 026 | LANSSCAPE BUFFER / TRALL Convection | н.о. | ноА |
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| w | 0.0 | LANSCCAPE BUFFER ITRALL OONE CCTION | ноА | ноА. |




April 12, 2021
Mr. Jerry Richmond
Daybreak Recovery Acquisition, LLC
7200 S. Alton Way, Suite C-400
Centennial, CO 80112

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\begin{aligned}
& \text { Re: } \text { Colliers Hill Filing } 6 \\
& \text { Traffic Impact Analysis } \\
& \text { Erie, CO } \\
& \text { LSC \#200870 }
\end{aligned}
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Dear Mr. Richmond:
In response to your request, LSC Transportation Consultants, Inc. has prepared this traffic impact analysis for the proposed Colliers Hill Filing 6. As shown on Figure 1, the site is located north of Weld County Road (WCR) 10 and west of WCR 5 in Erie, Colorado.

## REPORT CONTENTS

The report contains the following: the existing roadway and traffic conditions in the vicinity of the site including the lane geometries, traffic controls, posted speed limits, etc.; the existing weekday peak-hour traffic volumes; the existing daily traffic volumes in the area; the typical weekday site-generated traffic volume projections for the site; the assignment of the projected traffic volumes to the area roadways; an estimate of 2026 and 2041 background traffic, and any recommended roadway improvements to mitigate the site's traffic impacts.

## LAND USE AND ACCESS

The site is proposed to include 487 residential dwelling units including 343 single-family detached homes and 144 single-family attached homes. Access is proposed to WCR 10 aligning with the existing Horizon Avenue and Eva Peak Drive intersections and to WCR 10 about 1,085 feet north of WCR 10. The conceptual site plan is shown in Figure 2.

## ROADWAY AND TRAFFIC CONDITIONS

## Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- Erie Parkway is an east-west, two-lane arterial roadway south of the site. The intersections with Colliers Boulevard (WCR 3) and WCR 5 are signalized and have existing auxi-
liary turn lanes. The posted speed limit in the vicinity of the site varies between 40 and 50 mph . The Town of Erie Transportation Plan shows a four-lane principal arterial by 2040.
- Weld County Road 5 is a north-south, two-lane minor arterial roadway east of the site. The intersections with Erie Parkway and Colliers Parkway are signalized. The posted speed limit in the vicinity of the site is 45 mph . The Town of Erie Transportation Plan shows a four-lane minor arterial south of WCR 10 by 2040.
- Weld County Road 10 is an east-west, two-lane minor arterial roadway south of the site. The intersections with WCR 3 and WCR 5 are stop-sign controlled.
- Colliers Parkway is an east-west, two-lane collector roadway connecting Colliers Boulevard (WCR 3) and WCR 5.


## Existing Traffic Conditions

Figure 3 shows the existing lane geometries, traffic controls, posted speed limits, and traffic volumes in the site's vicinity on a typical weekday. The weekday peak-hour traffic volumes and daily traffic counts are from the attached traffic counts conducted by Counter Measures in December, 2020. Note that both Erie High School and Soaring Heights PK-8 School were not in session at the time the counts were conducted.

## 2026 and 2041 Background Traffic

Figure 4 show the estimated 2026 background traffic, lane geometries and traffic controls. The 2026 background traffic includes the existing traffic volume (from Figure 3) plus increases in through traffic of about one percent per year, due to regional growth and traffic estimated to be generated by buildout of existing and currently proposed subdivisions in the vicinity of the site including Colliers Hill Villages 2 through 13, the residential portion of Erie Highlands, Sunset, Westerly, and Morgan Hill. The 2026 background traffic volumes also includes estimates of additional traffic due to Erie High School, Soaring Heights PK-8, and the elementary school currently under construction in the Erie Highlands development.

Figure 5 shows the 2041 background traffic, lane geometries and traffic controls. The volumes shown in Figure 5 were developed based on the projected 2026 background traffic volumes shown in Figure 4 plus increases in through traffic of about one percent per year, due to regional growth and traffic projected to be generated by Colliers Hill Villages 14 and 15, and the non-residential portion of the Erie Highlands development. The traffic volumes shown in Figure 5 plus site-generated traffic are similar to or greater than the 2040 traffic projections in the Erie Transportation Plan.

## Existing, 2026, and 2041 Background Levels of Service

Level of service (LOS) is a quantitative measure of the level of congestion or delay at an intersection. Level of service is indicated on a scale from "A" to "F." LOS A is indicative of little congestion or delay and LOS F is indicative of a high level of congestion or delay. Attached are specific level of service definitions for signalized and unsignalized intersections.

The intersections in Figures 3, 4, and 5 were analyzed as appropriate to determine the existing, 2026 , and 2041 background levels of service using Synchro. Table 1 shows the level of service analysis results. The level of service reports are attached.

- WCR 10/Colliers Boulevard (WCR 3): All movements at this unsignalized intersection currently operate at LOS "B" or better during the morning and afternoon peak-hours. By 2026, all movements are expected to operate at LOS "C" or better during both peak-hours and are expected to do so through 2041.
- WCR 10/Horizon Avenue: All movements at this unsignalized intersection are expected to operate at LOS "B" or better during both peak-hours through 2041.
- WCR 10/Eva Peak Drive: All movements at this unsignalized intersection are expected to operate at LOS "A" during both peak-hours through 2041.
- WCR 5/WCR 10: All movements at this unsignalized intersection currently operate at LOS "B" or better and are expected to operate at LOS "C" or better through 2041.
- WCR 5/Colliers Parkway/High School Access: This signalized intersection currently operates at an overall LOS "A" primarily because the school was closed at the time the traffic counts were conducted. By 2026 it is expected to operate at an overall LOS "C" or better during both peak-hours and do so through 2041.
- WCR 5/Erie Parkway: This signalized intersection currently operates at an overall LOS "B" during both morning and afternoon peak-hours. By 2026, the intersection is expected to operate at LOS "D" or better during both peak-hours with no improvements. By 2041 it was assumed this intersection would be improved to provide two through lanes in each direction and dual left-turn lanes on three of the approaches. Based on these improvements the intersection is projected to operate at LOS "C" during both peak-hours through 2041.
- WCR 5/Flora View Drive/Soaring Heights PK-8 School Access: The westbound left-turn movement at this unsignalized intersection is projected to operate at LOS " F " during the morning peak-hour based on the projected 2026 background traffic volumes. By 2041 both the eastbound and westbound left-turn movements are projected to operate at LOS " F " during the morning peak-hour if this intersection remains stop-sign controlled. The developer has agreed to signalize this intersection if/when warrants are met.


## TRIP GENERATION

Table 2 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the proposed site based on the rates from Trip Generation, $10^{\text {th }}$ Edition, 2017 by the Institute of Transportation Engineers (ITE) for the proposed land use.

The proposed land use is projected to generate about 4,597 vehicle-trips on the average weekday, with about half entering and half exiting during a 24 -hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 90 vehicles would enter and about 270 vehicles would exit the site. During the afternoon peak-hour, which
generally occurs for one hour between 4:00 and 6:00 p.m., about 304 vehicles would enter and about 178 vehicles would exit.

## TRIP DISTRIBUTION

Figure 6 shows the estimated directional distribution of the site-generated traffic volumes on the area roadways. The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site's proposed land use.

## TRIP ASSIGNMENT

Figures 7 a and 7 b show the estimated site-generated traffic volumes which are the directional distribution percentages (from Figure 6) applied to the trip generation estimate (from Table 2).

## 2026 AND 2041 TOTAL TRAFFIC

Figure 8 shows the 2026 total traffic which is the sum of the 2026 background traffic volumes (from Figure 4) and the site-generated traffic volumes (from Figure 7a). Table 3 and Figure 8 show the recommended 2026 lane geometry and traffic control.

Figure 9 shows the 2041 total traffic which is the sum of the 2041 background traffic volumes (from Figure 5) and the site-generated traffic volumes (from Figure 7a). Table 3 and Figure 9 show the recommended 2041 lane geometry and traffic control.

## PROJECTED LEVELS OF SERVICE

The intersections in Figures 8 and 9 were analyzed to determine the 2026 and 2041 total levels of service. Table 1 shows the level of service analysis results. The level of service reports are attached.

- WCR 10/Colliers Boulevard (WCR 3): All movements at this unsignalized intersection are expected to operate at LOS "C" or better during both peak-hours through 2041.
- WCR 10/Horizon Avenue: All movements at this unsignalized intersection are expected to operate at LOS "B" or better during both peak-hours through 2041.
- WCR 10/Eva Peak Drive: All movements at this unsignalized intersection are expected to operate at LOS "B" or better during both peak-hours and are expected to do so through 2041.
- WCR 5/WCR 10: All movements at this unsignalized intersection are expected to operate at LOS "D" or better through 2026. By 2041 the westbound left-turn movement is projected to operate at LOS "E" during both peak-hours. If this intersection were to be converted to traffic signal control it is projected to operate at LOS "A" during both peak-hours through 2041.
- WCR 5/Colliers Hill Filing 6 Access: All movements at the proposed site access to WCR 5 are projected to operate at LOS "B" or better during both peak-hours through 2041 with stop-sign control.
- WCR 5/Colliers Parkway/High School Access: This signalized intersection is expected to operate at an overall LOS "C" or better during both peak-hours through 2041.
- WCR 5/Erie Parkway: This signalized intersection is expected to operate at LOS "D" or better during both peak-hours through 2026 with no improvements. By 2041 it was assumed this intersection would be improved to provide two through lanes in each direction and dual left-turn lanes on three of the approaches. Based on these improvements the intersection is projected to operate at LOS "C" during both peak-hours through 2041.
- WCR 5/Flora View Drive/Soaring Heights PK-8 School Access: The westbound leftturn, eastbound left-turn and through movements at this unsignalized intersection are projected to operate at LOS " $F$ " during the morning peak-hour based on the projected 2026 total traffic volumes. By 2041 both the eastbound and westbound left-turn movements are projected to operate at LOS " F " during the morning and afternoon peak-hours if this intersection remains stop-sign controlled. If this intersection were to be converted to traffic signal control it is projected to operate at LOS "C" or better during both peak-hours through 2041. The developer has agreed to signalize this intersection if/when warrants are met.


## TRAFFIC SIGNAL WARRANTS

## WCR 5/WCR 10

Table 4 shows the results of a signal warrant analysis for the intersection of WCR 5/WCR 10 based the Eight-Hour, Four-Hour, and Peak-Hour Vehicular Volume warrants and on the projected 2026 and 2041 peak-hour traffic volumes. Based on the results of the analysis, it is unlikely that a vehicular volume traffic signal warrant(s) would be met based on the 2026 total traffic volumes but one or more warrants may be met based on the 2041 total traffic volumes.

## WCR 5/Flora View Drive/Soaring Heights PK-8 School Access

Table 5 shows the results of the vehicular volume traffic signal warrant analysis for the intersection of WCR 5/Flora View Drive/Soaring Heights PK-8 School based on the projected 2026 and 2041 peak-hour traffic volumes. Based on the results of the analysis it is unlikely that a vehicular volume traffic signal warrant(s) would be met based on the 2026 total traffic volumes but one or more warrants may be met based on the 2041 total traffic volumes.

This intersection could also potentially meet the criteria for Warrant 5, School Crossing, in the future once the west leg (Flora View Drive) is constructed and a significant number of homes in the Colliers Hill development are occupied.

## CONCLUSIONS AND RECOMMENDATIONS

## Trip Generation

1. The site is projected to generate about 4,597 vehicle-trips on the average weekday, with about half entering and half exiting during a 24 -hour period. During the morning peakhour, about 90 vehicles would enter and about 270 vehicles would exit the site. During the afternoon peak-hour, about 304 vehicles would enter and about 178 vehicles would exit.

## Projected Levels of Service

2. The proposed access points to WCR 5 and WCR 10 and the intersection of WCR 10/ Colliers Boulevard are expected to operate at LOS "D" or better for all movements during the morning and afternoon peak-hours through 2041 as stop-sign controlled intersections.
3. The existing signalized intersections WCR 5/Erie Parkway and WCR 5/Colliers Parkway/ Erie High School are expected to operate at an overall LOS "D" or better during both morning and afternoon peak-hours through 2041.
4. All movements at the stop-sign controlled intersection of WCR 5/WCR 10 currently operate at LOS "D" or better and are expected to do so through 2026. By 2041 the westbound leftturn movement is projected to operate at LOS "E" during both peak-hours. If this intersection were to be converted to signal control it is projected to operate at LOS "A" during both peak-hours through 2041.
5. The westbound left-turn movement at the stop-sign controlled Soaring Heights PK-8 School access to WCR 5 is projected to operate at LOS "F" during the morning peak-hour based on the projected existing traffic volumes. By 2041 both the eastbound and westbound left-turn movements are projected to operate at LOS "F" during the morning and afternoon peak-hours if this intersection remains stop-sign controlled. If this intersection were to be converted to signal control it is projected to operate at LOS "C" or better during both peak-hours through 2041. The developer has agreed to signalize this intersection if/when warrants are met.

## Conclusions

6. The impact of the Colliers Hill Filing 6 can be accommodated by the existing and proposed roadway network with the recommended improvements shown in Table 3 and Figures 8 and 9.

We trust our findings will assist you in gaining approval of the proposed Colliers Hill Filing 6 development. Please contact me if you have any questions or need further assistance.

Sincerely,


LS TRANSPORTATION CONSULTANTS, INC.

By
Christopher S. MeGranahan, PE, PTOE
Principal
CSM/wc

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4-12-21
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Enclosures: Tables 1-5
Figures 1-9
Traffic Count Reports
Level of Service Definitions
Level of Service Reports
W: \LSC\Projects \2020\200870-ColliersHillFiling6\Report \ColliersHillFiling6-041221.wpd

| Table 1 (Page 1 of 3 ) <br> Intersection Levels of Service Analysis Colliers Hill - Filing 6 Erie, CO LSC \#200870; April, 2021 |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Existing Traffic |  | 2026Background Traffic |  | $\begin{gathered} 2026 \\ \text { Total Traffic } \\ \hline \end{gathered}$ |  | 2041Background Traffic |  | $2041$ <br> Total Traffic |  |
| Intersection Location | Traffic Control | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM | Level of Service AM | Level of <br> Service <br> PM | Level of Service AM | Level of <br> Service <br> PM |
| WCR 10/Colliers Boulevard (WCR 3) | TWSC |  |  |  |  |  |  |  |  |  |  |
| WB Left |  | A | B | B | C | B | C | B | C | B | C |
| WB Right |  | A | A | B | B | B | B | B | B | B | B |
| SB Left |  | A | A | A | A | A | A | A | A | A | A |
| Critical Movement Delay |  | 9.6 | 10.8 | 13.2 | 16.4 | 13.7 | 18.8 | 14.0 | 20.0 | 14.5 | 23.4 |
| WCR 10/Horizon Avenue | TWSC |  |  |  |  |  |  |  |  |  |  |
| NB Left |  | -- | -- | B | B | B | B | B | B | B | B |
| NB Right or Through/Right |  | -- | -- | A | A | B | B | A | A | B | B |
| EB Left |  | -- | -- | -- | -- | A | A | -- | -- | A | A |
| WB Left |  | -- | -- | A | A | A | A | A | A | A | A |
| SB Left |  | -- | -- | -- | -- | B | B | -- | -- | B | B |
| SB Through/Right |  | -- | -- | -- | -- | B | B | -- | -- | B | B |
| Critical Movement Delay |  | -- | -- | 10.0 | 10.1 | 11.4 | 12.4 | 10.0 | 10.2 | 11.4 | 12.5 |
| WCR 10/Eva Peak Drive | TWSC |  |  |  |  |  |  |  |  |  |  |
| NB Approach |  | -- | -- | A | A | A | B | A | A | A | B |
| EB Left |  | -- | -- | -- | -- | A | A | -- | -- | A | A |
| WB Left |  | -- | -- | A | A | A | A | A | A | A | A |
| SB Approach |  | -- | -- | -- | -- | B | B | -- | -- | B | B |
| Critical Movement Delay |  | -- | -- | 9.3 | 9.4 | 12.0 | 13.0 | 9.1 | 9.4 | 11.6 | 12.3 |
| WCR 10/WCR 5 | TWSC |  |  |  |  |  |  |  |  |  |  |
| NB Left |  | A | A | A | A | A | A | A | A | A | A |
| EB Left |  | B | B | C | C | D | D | C | C | D | D |
| EB Through/Right |  | A | A | B | B | C | C | B | B | B | C |
| WB Approach |  | B | B | C | C | D | D | -- | -- | -- | -- |
| WB Left |  | -- | -- | -- | -- | -- | -- | C | C | E | E |
| WB Through/Right |  | -- | -- | -- | -- | -- | -- | C | B | C | C |
| SB Left or Left/Through |  | A | A | A | A | A | A | A | A | A | A |
| Critical Movement Delay |  | 11.3 | 11.4 | 22.4 | 16.7 | 34.9 | 30.5 | 22.7 | 21.7 | 38.0 | 46.7 |
|  | Signalized |  |  |  |  |  |  |  |  |  |  |
| EB Left |  | -- | -- | -- | -- | -- | -- | -- | -- | D | D |
| EB Through/Right |  | -- | -- | -- | -- | -- | -- | -- | -- | C | C |
| WB Left |  | -- | -- | -- | -- | -- | -- | -- | -- | D | E |
| WB Through/Right |  | -- | -- | -- | -- | -- | -- | -- | -- | D | D |
| NB Left |  | -- | -- | -- | -- | -- | -- | -- | -- | A | A |
| NB Through/Right |  | -- | -- | -- | -- | -- | -- | -- | -- | A | A |
| SB Left |  | -- | -- | -- | -- | -- | -- | -- | -- | A | A |
| SB Through |  | -- | -- | -- | -- | -- | -- | -- | -- | A | A |
| SB Right |  | -- | -- | -- | -- | -- | -- | -- | -- | A | A |
| Entire Intersection Delay (sec /veh) |  | -- | -- | -- | -- | -- | -- | -- | -- | 8.0 | 9.5 |
| Entire Intersection LOS |  | -- | -- | -- | -- | -- | -- | -- | -- | A | A |


| Table 1 (Page 2 of 3 ) <br> Intersection Levels of Service Analysis Colliers Hill - Filing 6 Erie, CO <br> LSC \#200870; April, 2021 |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Existing Traffic |  | $\stackrel{2026}{ }$ Background Traffic |  | $\begin{gathered} 2026 \\ \text { Total Traffic } \\ \hline \end{gathered}$ |  | $\stackrel{2041}{\text { Background Traffic }}$ |  | 2041Total Traffic |  |
| $\underline{\text { Intersection Location }}$ | Traffic Control | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM |
| WCR 5/Filing 6 Access | TWSC |  |  |  |  |  |  |  |  |  |  |
| NB Left |  | -- | -- | -- | -- | A | A | -- | -- | A | A |
| EB Approach |  | -- | -- | -- | -- | B | B | -- | -- | B | B |
| Critical Movement Delay |  | -- | -- | -- | -- | 12.0 | 11.9 | -- | -- | 12.5 | 12.7 |
| WCR 5/Colliers Parkway/Erie High School | Signalized |  |  |  |  |  |  |  |  |  |  |
| EB Left |  | C | C | C | C | C | C | C | C | C | C |
| EB Through |  | C | C | D | C | D | C | D | C | D | C |
| EB Right |  | A | A | A | B | A | B | A | B | B | B |
| WB Left |  | C | C | D | C | D | C | D | C | D | C |
| WB Through/Right |  | C | C | C | C | C | C | C | C | C | C |
| NB Left |  | A | A | B | A | B | A | B | A | B | B |
| NB Through |  | A | A | B | A | B | A | B | A | B | A |
| NB Right |  | A | A | A | A | A | A | A | A | A | A |
| SB Left |  | A | A | B | A | B | A | B | A | B | A |
| SB Through/Right |  | A | A | -- | -- | -- | -- | -- | -- | -- | -- |
| SB Through |  | -- | -- | B | A | B | B | B | B | B | B |
| SB Right |  | -- | -- | A | A | A | A | A | A | A | A |
| Entire Intersection Delay (sec /veh) |  | 6.6 | 5.1 | 21.8 | 10.5 | 21.8 | 10.4 | 23.0 | 11.0 | 23.4 | 11.0 |
| Entire Intersection LOS |  | A | A | C | B | C | B | C | B | C | B |
| WCR 5/Erie Parkway | Signalized |  |  |  |  |  |  |  |  |  |  |
| EB Left |  | A | A | E | C | E | D | D | D | D | D |
| EB Through |  | A | B | C | D | C | D | B | B | C | C |
| EB Right |  | A | A | A | A | A | B | A | A | A | A |
| WB Left |  | A | A | B | C | B | C | B | B | B | B |
| WB Through |  | A | B | D | C | E | D | C | C | C | C |
| WB Right |  | A | A | A | A | A | A | A | A | A | A |
| NB Left |  | C | C | D | D | D | D | D | D | D | D |
| NB Through/Right |  | D | D | E | D | E | D | -- | -- | -- | -- |
| NB Through |  | -- | -- | -- | -- | -- | -- | D | D | D | D |
| NB Right |  | -- | -- | -- | -- | -- | -- | A | A | A | A |
| SB Left |  | C | D | E | D | E | D | D | D | D | D |
| SB Through |  | D | D | D | D | D | D | D | D | D | D |
| SB Right |  | A | A | A | A | A | A | C | B | C | B |
| Entire Intersection Delay (sec /veh) |  | 15.8 | 19.0 | 39.8 | 32.4 | 43.5 | 37.1 | 29.2 | 25.1 | 31.2 | 26.5 |
| Entire Intersection LOS |  | B | B | D | C | D | D | C | C | C | C |


| $\underline{\text { Intersection Location }}$ | Traffic Control | Table 1 (Page 3 of 3 ) <br> Intersection Levels of Service Analysis Colliers Hill - Filing 6 Erie, CO <br> LSC \#200870; April, 2021 |  |  |  |  |  | $2041$ <br> Background Traffic |  | $\begin{gathered} 2041 \\ \text { Total Traffic } \\ \hline \end{gathered}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Existing Traffic |  | $2026$ <br> Background Traffic |  | $\begin{gathered} 2026 \\ \text { Total Traffic } \\ \hline \end{gathered}$ |  |  |  |  |  |
|  |  | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM | Level of Service AM | Level of Service PM |
| WCR 10/Soaring Heights PK-8/Flora View Drive | TWSC |  |  |  |  |  |  |  |  |  |  |
| NB Left |  | -- | -- | A | A | A | A | A | A | A | A |
| EB Left |  | -- | -- | E | C | F | D | F | D | F | F |
| EB Through |  | -- | -- | E | C | F | D | E | D | F | E |
| EB Right |  | -- | -- | B | B | B | B | B | B | B | B |
| WB Left |  | -- | -- | F | C | F | E | F | F | F | F |
| WB Through/Right |  | -- | -- | B | A | B | B | B | B | B | B |
| SB Left |  | -- | -- | A | A | B | A | B | A | B | A |
| Critical Movement Delay |  | -- | -- | >240 | 24.6 | >240 | 46.0 | >240 | 51.0 | >240 | 141.1 |
|  | Signalized |  |  |  |  |  |  |  |  |  |  |
| EB Left |  | -- | -- | -- | -- | C | D | -- | -- | C | D |
| EB Through |  | -- | -- | -- | -- | D | D | -- | -- | D | D |
| EB Right |  | -- | -- | -- | -- | A | A | -- | -- | B | B |
| WB Left |  | -- | -- | -- | -- | D | D | -- | -- | D | D |
| WB Through/Right |  | -- | -- | -- | -- | A | C | -- | -- | A | C |
| NB Left |  | -- | -- | -- | -- | B | A | -- | -- | B | A |
| NB Through |  | -- | -- | -- | -- | C | A | -- | -- | C | A |
| NB Right |  | -- | -- | -- | -- | A | A | -- | -- | A | A |
| SB Left |  | -- | -- | -- | -- | B | A | -- | -- | B | A |
| SB Through |  | -- | -- | -- | -- | B | A | -- | -- | B | A |
| SB Right |  | -- | -- | -- | -- | A | A | -- | -- | A | A |
| Entire Intersection Delay (sec /veh) |  | -- | -- | -- | -- | 21.3 | 9.7 | -- | -- | 21.3 | 10.3 |
| Entire Intersection LOS |  | -- | -- | -- | -- | C | A | -- | -- | C | B |


| Land Use Description | Trip Generation Units | Table 2 <br> Trip Generation Estimate Colliers Hill Filing No. 6 Erie, CO LSC \#200870; April, 2021 <br> Trip Generation Rates ${ }^{(1)}$ |  |  |  |  | Total Trips Generated |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Average <br> Weekday <br> Traffic | Morning Peak-Hour |  | Afternoon Peak-Hour |  | Average <br> Weekday <br> Traffic | Morning Peak-Hour |  | Afternoon Peak-Hour |  |
|  |  |  | In | Out | In | Out |  | In | Out | In | Out |
| Single Family Residential ${ }^{(2)}$ | $487 \mathrm{DU}^{(3)}$ | 9.44 | 0.1850 | 0.5550 | 0.6237 | 0.3663 | 4,597 | 90 | 270 | 304 | 178 |
| Notes: <br> (1) Source: Trip Generation <br> (2) ITE Land Use No. 210 - <br> (3) DU = Dwelling Unit | itute of Transp Family Deta | rtation Eng ed Housing | ers , 10th | Edition, | $2017 .$ |  |  |  |  |  |  |


| Intersection Location | Table 3 <br> Recommended Improvements to Public Street Network Colliers Hill Filing 6 <br> Erie, CO <br> LSC \#200870; April, 2021 |  |  | Responsibility (1) (2) |
| :---: | :---: | :---: | :---: | :---: |
|  | Recommended Improvements by $2026{ }^{(1)}$ | Responsibility ${ }^{(1)}$ | Recommended Improvements by $2041{ }^{(1)}$ |  |
| WCR 10/Colliers Boulevard (WCR 3) | None |  | None |  |
| WCR 10/Horizon Avenue | EB LT - construct lane-1@ 125 feet and 12:1 transition taper | Applicant | None |  |
|  | SB LT - construct lane-1@100 feet and 10:1 transition taper | Applicant |  |  |
| WCR 10/Eva Peak Drive | IEB LT - construct lane - 1 @ 125 feet and 12:1 transition taper | Applicant | None |  |
| WCR 10/WCR 5 | None |  | SB LT - construct lane - 125 feet and 12:1 transition taper | Others |
|  |  |  | WB LT - construct lane - 125 feet and 12:1 transition taper | Others |
|  |  |  | Pave east leg | Others |
|  |  |  | Potential Traffic Signal Control | Applicant/Others |
| WCR 5/Colliers Hill Filing 6 Access | NB LT - construct lane - 1 @ 200 feet and 12:1 transition taper | Applicant | None |  |
|  | SB RT - construct lane-1@ 100 feet and 12:1 transition taper | Applicant |  |  |
| WCR 5/Colliers Parkway/Erie High School | Add second NB lane | Applicant/Town | None |  |
|  | Add second SB lane | ApplicantTown |  |  |
|  | SB RT - construct lane - 1 @ 250 feet and 12:1 transition taper | ApplicantTown |  |  |
| WCR 5/Erie Parkway | None |  | SB LT - construct lane - 2 @ 300 feet and 12:1 transition taper | Others |
|  |  |  | Add second SB lane | Others |
|  |  |  | NB LT - construct lane-2@ 200 feet and 12:1 transition taper | Others |
|  |  |  | Add second NB lane | Others |
|  |  |  | EB LT - construct lane - 2 @ 250 feet and 12:1 transition taper | Others |
|  |  |  | Add second EB lane | Others |
|  |  |  | Add second WB lane | Others |
| WCR 10/Soaring Heights School/Flora View Drive | EB LT - construct lane - 1 @ 100 feet and 10:1 transition taper | Applicant/Town | None |  |
|  | Construct EB through lane | Applicant/Town |  |  |
|  | EB RT - construct lane-1@ 150 feet and 10:1 transition taper | Applicant/Town |  |  |
|  | NB LT - construct lane - 1 @ 250 feet and 12:1 transition taper | Applicant/Town |  |  |
|  | SB LT - construct lane -1 @ 250 feet and 12:1 transition taper | Applicant/Town |  |  |
|  | SB RT - construct lane-1@ 150 feet and 12:1 transition taper | Applicant/Town |  |  |
|  | Traffic Signal Control | ApplicantTown |  |  |
| Notes: <br> (1) The 2026 recommended improvements are also shown in Figure 8 and the 2041 recommended improvements are also shown in Figure 9 . Improvements are based on Town of Erie standards. <br> (2) Others would likely be a mix of other developers and the Town. |  |  |  |  |


| Hour | Major ${ }^{(2)}$ | Minor $1^{(3)}$ | Minor $2^{(3)}$ | Table 4 <br> WCR 5/WCR 10 <br> Colliers Hill Filing 6 <br> Erie, CO <br> LSC \#200870; April, 2021 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | Warrant Analysis ${ }^{(1)}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Warrant 1: Eight Hour VWarrant Thresholds |  |  |  | lar V | Eval |  |  | 56\% Combined <br> Condition Warrant <br> Threshold Met? | Warrant 2: Four Hour Vehicular Volume Evaluation |  |  | Warrant 3: Peak Hour Vehicular Volume Evaluation |  |  |
|  |  |  |  |  |  |  |  |  | rant $T$ | old M |  |  | 70\% Warrant <br> Threshold Minor Minimum | Warrant Threshold Met? |  | 70\% Warrant <br> Threshold <br> Minor <br> Minimum | Warrant Threshold Met? |  |
|  |  |  |  | Conditi | ( $70 \%$ ) | Conditio | (70\%) |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Major | Minor | Major | Minor | A | B | A | B |  |  | Leg | Leg |  |  | Leg |
| 2026 Background Traffic |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AM Peak | 612 | 30 | 86 | 420 | 140 | 630 | 70 | No | No | No | No | No | 175 | No | No | 315 | No | No |
| PM Peak | 507 | 91 | 104 | 420 | 140 | 630 | 70 | No | No | No | No | No | 230 | No | No | 370 | No | No |
| 2026 Total Traffic |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AM Peak | 758 | 33 | 131 | 420 | 140 | 630 | 70 | No | No | No | Yes | Yes | 140 | No | No | 265 | No | No |
| PM Peak | 754 | 43 | 135 | 420 | 140 | 630 | 70 | No | No | No | Yes | Yes | 140 | No | No | 265 | No | No |
| 2041 Background Traffic |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AM Peak | 682 | 36 | 72 | 420 | 140 | 630 | 70 | No | No | No | Yes | No | 175 | No | No | 315 | No | No |
| PM Peak | 595 | 41 | 103 | 420 | 140 | 630 | 70 | No | No | No | No | No | 230 | No | No | 370 | No | No |
| 2041 Total Traffic |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AM Peak | 829 | 40 | 117 | 420 | 140 | 630 | 70 | No | No | No | Yes | Yes | 110 | No | Yes | 220 | No | No |
| PM Peak | 843 | 53 | 134 | 420 | 140 | 630 | 70 | No | No | No | Yes | Yes | 110 | No | Yes | 220 | No | No |
| Notes: |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (1) Thresholds are based on 2 or more lanes on the major approach and 2 or more lanes on the minor approach with the $70 \%$ factor applied for a posted speed limit above 40 mph <br> (2) The major street traffic includes all movements (left, through, and right) <br> (3) The minor street traffic includes left, through, and half of right-turn volumes from the minor street |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Source: LSC Transportation Consultants, Inc. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |


| Hour | Major ${ }^{(2)}$ | Minor $1^{(3)}$ | Minor $2^{(3)}$ | Table 5 <br> WCR 5/Flora View Drive/Soaring Heights PK-8 School Colliers Hill Filing 6 <br> Erie, CO <br> LSC \#200870; April, 2021 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | Warrant Analysis ${ }^{(1)}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Warrant 1: Eight Hour VWarrant Thresholds |  |  |  | ular Vo | e Eval |  |  | 56\% Combined <br> Condition <br> Warrant <br> Threshold Met? | Warrant 2: Four Hour Vehicular Volume Evaluation |  |  | Warrant 3: Peak Hour Vehicular Volume Evaluation |  |  |
|  |  |  |  |  |  |  |  |  | rant | old M |  |  | 70\% Warrant <br> Threshold Minor Minimum | Warrant Threshold Met? <br> Minor 1 Minor 2 <br> Leg Leg |  | 70\% Warrant <br> Threshold Minor Minimum | Warrant Threshold Met? |  |
|  |  |  |  | Conditio | A (70\%) | Conditio | ( $70 \%$ ) | Min |  | Min |  |  |  |  |  |  |  |
|  |  |  |  | Major | Minor | Major | Minor | A | B | A | B |  |  |  |  | Leg | Leg |
| 2026 Background Traffic |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AM Peak | 847 | 53 | 243 | 420 | 140 | 630 | 70 | N/A | N/A | Yes | Yes | Yes | 110 | No | Yes |  | 220 | N/A | Yes |
| PM Peak | 706 | 36 | 66 | 420 | 140 | 630 | 70 | N/A | N/A | No | No | No | 140 | No | No |  | 265 | N/A | No |
| 2026 Total Traffic |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AM Peak | 1055 | 53 | 245 | 420 | 140 | 630 | 70 | N/A | N/A | Yes | Yes | Yes | 80 | No | Yes | 145 | N/A | Yes |
| PM Peak | 991 | 36 | 68 | 420 | 140 | 630 | 70 | N/A | N/A | No | No | No | 80 | No | No | 180 | N/A | No |
| 2040 Background Traffic |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AM Peak | 903 | 115 | 249 | 420 | 140 | 630 | 70 | No | Yes | Yes | Yes | Yes | 80 | Yes | Yes | 180 | No | Yes |
| PM Peak | 863 | 67 | 70 | 420 | 140 | 630 | 70 | No | No | No | No | No | 110 | No | No | 220 | No | No |
| 2040 Total Traffic |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AM Peak | 1111 | 115 | 251 | 420 | 140 | 630 | 70 | No | Yes | Yes | Yes | Yes | 80 | Yes | Yes | 120 | No | Yes |
| PM Peak | 1149 | 67 | 72 | 420 | 140 | 630 | 70 | No | No | No | Yes | No | 80 | No | No | 120 | No | No |
| Notes: |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (1) Thresholds are based on 2 or more lanes on the major approach and 2 or more lanes on the minor approach with the $70 \%$ factor applied for a posted speed limit above 40 mph <br> (2) The major street traffic includes all movements (left, through, and right) <br> (3) The minor street traffic includes left, through, and half of right-turn volumes from the minor street |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Source: LSC Transportation Consultants, Inc. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |











## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: COLLIERS PARKWAY
DENVER.COLORADO
303-333-7409
File Name : COLLCR10
E/W STREET: COUNTY ROAD 10
Site Code : 00000011
Start Date : 12/9/2020
Page No : 1
Groups Printed- VEHICLES

|  | COLLIERS PARKWAY Southbound |  |  |  | COUNTY RD 10 <br> Westbound |  |  |  | COLLIERS PARKWAY Northbound |  |  |  | COUNTY RD 10 Eastbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Left | Thru | Right | Peds | $\begin{array}{r} \text { Int. } \\ \text { Total } \end{array}$ |
| Factor | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |  |
| 06:30 AM | 3 | 4 | 0 | 0 | 3 | 0 | 9 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 23 |
| 06:45 AM | 2 | 10 | 0 | 0 | 1 | 0 | 10 | 0 | 0 | 7 | 1 | 0 | 0 | 0 | 0 | 0 | 31 |
| Total | 5 | 14 | 0 | 0 | 4 | 0 | 19 | 0 | 0 | 11 | 1 | 0 | 0 | 0 | 0 | 0 | 54 |


| 07:00 AM | 9 | 6 | 0 | 0 | 2 | 0 | 16 | 0 | 0 | 16 | 1 | 0 | 0 | 0 | 0 | 0 | 50 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 07:15 AM | 7 | 10 | 0 | 0 | 6 | 0 | 11 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 1 | 46 |
| 07:30 AM | 9 | 7 | 0 | 0 | 2 | 1 | 8 | 0 | 0 | 13 | 2 | 0 | 1 | 0 | 0 | 0 | 43 |
| 07:45 AM | 11 | 9 | 0 | 0 | 1 | 0 | 20 | 0 | 0 | 13 | 2 | 0 | 0 | 0 | 0 | 0 | 56 |
| Total | 36 | 32 | 0 | 0 | 11 | 1 | 55 | 0 | 0 | 53 | 5 | 0 | 1 | 0 | 0 | 1 | 195 |
| 08:00 AM | 4 | 10 | 1 | 0 | 5 | 0 | 13 | 0 | 0 | 20 | 1 | 1 | 0 | 0 | 0 | 1 | 56 |
| 08:15 AM | 8 | 6 | 1 | 0 | 2 | 0 | 10 | 2 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 44 |
| Total | 12 | 16 | 2 | 0 | 7 | 0 | 23 | 2 | 0 | 35 | 1 | 1 | 0 | 0 | 0 | 1 | 100 |


| 04:00 PM | 9 | 18 | 0 | 1 | 5 | 0 | 14 | 0 | 0 | 15 | 3 | 2 | 0 | 0 | 0 | 0 | 67 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 04:15 PM | 16 | 32 | 0 | 1 | 6 | 0 | 10 | 0 | 0 | 20 | 5 | 0 | 0 | 0 | 0 | 2 | 92 |
| 04:30 PM | 15 | 18 | 0 | 3 | 1 | 0 | 14 | 0 | 0 | 20 | 4 | 0 | 0 | 0 | 0 | 0 | 75 |
| 04:45 PM | 16 | 21 | 0 | 0 | 2 | 0 | 14 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 69 |
| Total | 56 | 89 | 0 | 5 | 14 | 0 | 52 | 0 | 0 | 71 | 12 | 2 | 0 | 0 | 0 | 2 | 303 |


| $05: 00 ~ P M ~$ | 11 | 17 | 0 | 0 | 1 | 1 | 25 | 0 | 0 | 23 | 2 | 0 | 0 | 0 | 0 | 0 | 80 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | :--- | :--- | :--- | :--- | :--- |
| $05: 15 \mathrm{PM}$ | 18 | 22 | 0 | 0 | 1 | 0 | 11 | 0 | 0 | 20 | 2 | 0 | 0 | 0 | 0 | 0 | 74 |
| $05: 30 \mathrm{PM}$ | 18 | 18 | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 57 |
| $05: 45 \mathrm{PM}$ | 11 | 14 | 0 | 0 | 1 | 0 | 17 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 50 |
| Total | 58 | 71 | 0 | 0 | 3 | 1 | 65 | 0 | 0 | 59 | 4 | 0 | 0 | 0 | 0 | 0 | 261 |


| Grand Total | 167 | 222 | 2 | 5 | 39 | 2 | 214 | 2 | 0 | 229 | 23 | 3 | 1 | 0 | 0 | 4 | 913 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Apprch \% | 42.2 | 56.1 | 0.5 | 1.3 | 15.2 | 0.8 | 83.3 | 0.8 | 0.0 | 89.8 | 9.0 | 1.2 | 20.0 | 0.0 | 0.0 | 80.0 |  |
| Total \% | 18.3 | 24.3 | 0.2 | 0.5 | 4.3 | 0.2 | 23.4 | 0.2 | 0.0 | 25.1 | 2.5 | 0.3 | 0.1 | 0.0 | 0.0 | 0.4 |  |

## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: COLLIERS PARKWAY
DENVER.COLORADO
File Name : COLLCR10
E/W STREET: COUNTY ROAD 10 303-333-7409

Site Code : 00000011
Start Date : 12/9/2020
Page No : 2

|  | COLLIERS PARKWAY Southbound |  |  |  |  | COUNTY RD 10 <br> Westbound |  |  |  |  | COLLIERS PARKWAYNorthbound |  |  |  |  | COUNTY RD 10 Eastbound |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thr u | $\begin{gathered} \text { Rig } \\ \mathrm{ht} \end{gathered}$ | $\begin{array}{r} \text { Ped } \\ \mathrm{s} \end{array}$ | App. Total | Left | $\begin{array}{r} \text { Thr } \\ \mathrm{u} \end{array}$ | $\begin{gathered} \text { Rig } \\ \mathrm{ht} \end{gathered}$ | $\begin{array}{r} \text { Ped } \\ \mathrm{s} \end{array}$ | App. Total | Left | $\begin{gathered} \mathrm{Thr} \\ \mathrm{u} \end{gathered}$ | $\begin{gathered} \text { Rig } \\ \mathrm{ht} \end{gathered}$ | $\begin{array}{r} \text { Ped } \\ \mathrm{s} \end{array}$ | App. <br> Total | Left | $\begin{gathered} \text { Thr } \\ u \end{gathered}$ | $\begin{gathered} \text { Rig } \\ \mathrm{ht} \end{gathered}$ | $\begin{array}{r} \text { Ped } \\ \mathrm{s} \end{array}$ | App. Total | $\begin{array}{r} \text { Int. } \\ \text { Total } \end{array}$ |
| Peak Hour From 07:30 AM to 08:15 AM - Peak 1 of 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Intersecti on | 07:30 AM |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volume | 32 | 32 | 2 | 0 | 66 | 10 | 1 | 51 | 2 | 64 | 0 | 61 | 5 | 1 | 67 | , | 0 | 0 | 1 | 2 | 199 |
| Percent | $\begin{array}{r} 48 . \\ 5 \end{array}$ | $\begin{array}{r} 48 . \\ 5 \end{array}$ | 3.0 | 0.0 |  | 15. | 1.6 | 79 7 | 3.1 |  | 0.0 | 91. | 7.5 | 1.5 |  | 50. | 0.0 | 0.0 | 50. |  |  |
| 08:00 <br> Volume | 4 | 10 | 1 | 0 | 15 | 5 | 0 | 13 | 0 | 18 | 0 | 20 | 1 | 1 | 22 | 0 | 0 | 0 | 1 | 1 | 56 |
| Peak | 07:45 AM |  |  |  |  | 07:45 AM |  |  |  |  | 08:00 AM |  |  |  |  | 07:30 AM |  |  |  |  | 0.888 |
| Factor |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| High Int. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volume | 11 | 9 | 0 | 0 | 20 |  |  |  |  |  | 1 | 0 | 20 | 0 | 21 | 0 | 20 | 1 | 1 | 22 | 1 | 0 | 0 | 0 | 1 |  |
| Peak |  |  |  |  | 0.82 |  |  |  |  |  |  |  |  |  | 0.76 |  |  |  |  | 0.76 |  |  |  |  | 0.50 |  |
| Factor |  |  |  |  | 5 |  |  |  |  | 2 |  |  |  |  | 1 |  |  |  |  | 0 |  |



## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: COLLIERS PARKWAY
DENVER.COLORADO
File Name : COLLCR10
E/W STREET: COUNTY ROAD 10 303-333-7409

Site Code : 00000011
Start Date : 12/9/2020
Page No : 2



## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: CR 5
DENVER.COLORADO
303-333-7409

## CITY: ERIE

COUNTY: WELD
File Name: CR5COLLIER
Site Code : 00000022
Start Date : 12/8/2020
Page No : 1
Groups Printed- VEHICLES

|  | COUNTY ROAD 5 Southbound |  |  |  | ERIE HIGH SCHOOL ACCESS ROAD Westbound |  |  |  | COUNTY ROAD 5 Northbound |  |  |  | COLLIER PARKWAY <br> Eastbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Left | Thru | Right | Peds | $\begin{array}{r} \text { Int. } \\ \text { Total } \end{array}$ |
| Factor | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |  |
| 06:30 AM | 1 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 14 | 0 | 0 | 0 | 0 | 9 | 0 | 38 |
| 06:45 AM | 0 | 11 | 0 | 0 | 1 | 0 | 0 | 0 | 15 | 22 | 0 | 0 | 0 | 0 | 5 | 0 | 54 |
| Total | 1 | 22 | 0 | 0 | 1 | 0 | 0 | 0 | 18 | 36 | 0 | 0 | 0 | 0 | 14 | 0 | 92 |
| 07:00 AM | 0 | 24 | 2 | 0 | 0 | 0 | 0 | 0 | 5 | 32 | 0 | 0 | 3 | 0 | 16 | 0 | 82 |
| 07:15 AM | 1 | 18 | 2 | 0 | 0 | 0 | 0 | 0 | 5 | 25 | 0 | 0 | 2 | 0 | 10 | 0 | 63 |
| 07:30 AM | 0 | 31 | 1 | 0 | 0 | 0 | 0 | 0 | 13 | 24 | 0 | 0 | 4 | 0 | 23 | 0 | 96 |
| 07:45 AM | 1 | 22 | 2 | 0 | 1 | 0 | 0 | 0 | 12 | 30 | 0 | 0 | 6 | 0 | 24 | 0 | 98 |
| Total | 2 | 95 | 7 | 0 | 1 | 0 | 0 | 0 | 35 | 111 | 0 | 0 | 15 | 0 | 73 | 0 | 339 |
| 08:00 AM | 0 | 25 | 4 | 1 | 0 | 0 | 1 | 0 | 14 | 27 | 0 | 1 | 1 | 0 | 27 | 0 | 101 |
| 08:15 AM | 1 | 21 | 3 | 0 | 0 | 2 | 1 | 0 | 22 | 34 | 1 | 0 | 3 | 0 | 19 | 0 | 107 |


| Total | 1 | 46 | 7 | 1 | 0 | 2 | 2 | 0 | 36 | 61 | 1 | 1 | 4 | 0 | 46 | 0 | 208 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 04:00 PM | 0 | 32 | 1 | 1 | 0 | 0 | 0 | 0 | 21 | 36 | 0 | 0 | 2 | 0 | 18 | 0 | 111 |
| 04:15 PM | 0 | 32 | 2 | 0 | 0 | 0 | 0 | 0 | 30 | 41 | 1 | 0 | 2 | 0 | 22 | 0 | 130 |
| 04:30 PM | 0 | 44 | 6 | 0 | 0 | 0 | 0 | 0 | 23 | 40 | 0 | 0 | 5 | 0 | 22 | 1 | 141 |
| 04:45 PM | 0 | 26 | 2 | 0 | 0 | 0 | 0 | 0 | 46 | 36 | 0 | 1 | 1 | 0 | 25 | 0 | 137 |
| Total | 0 | 134 | 11 | 1 | 0 | 0 | 0 | 0 | 120 | 153 | 1 | 1 | 10 | 0 | 87 | 1 | 519 |
| 05:00 PM | 0 | 50 | 3 | 0 | 1 | 0 | 0 | 0 | 22 | 40 | 0 | 0 | 1 | , | 16 | 0 | 134 |
| 05:15 PM | 0 | 32 | 6 | 0 | 0 | 0 | 0 | 0 | 26 | 35 | 0 | 0 | 2 | 0 | 24 | 0 | 125 |
| 05:30 PM | 0 | 37 | 4 | 0 | 0 | 0 | 0 | 0 | 22 | 38 | 0 | 0 | 2 | 0 | 17 | 0 | 120 |
| 05:45 PM | 0 | 20 | 1 | 0 | 0 | 0 | 0 | 0 | 28 | 30 | 0 | 0 | 2 | 0 | 14 | 0 | 95 |
| Total | 0 | 139 | 14 | 0 | 1 | 0 | 0 | 0 | 98 | 143 | 0 | 0 | 7 | 1 | 71 | 0 | 474 |
| Grand Total | 4 | 436 | 39 | 2 | 3 | 2 | 2 | 0 | 307 | 504 | 2 | 2 | 36 | 1 | 291 | 1 | 1632 |
| Apprch \% | 0.8 | 90.6 | 8.1 | 0.4 | 42.9 | 28.6 | 28.6 | 0.0 | 37.7 | 61.8 | 0.2 | 0.2 | 10.9 | 0.3 | 88.4 | 0.3 |  |
| Total \% | 0.2 | 26.7 | 2.4 | 0.1 | 0.2 | 0.1 | 0.1 | 0.0 | 18.8 | 30.9 | 0.1 | 0.1 | 2.2 | 0.1 | 17.8 | 0.1 |  |

## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: CR 5
DENVER.COLORADO
File Name: CR5COLLIER
303-333-7409
Site Code : 00000022
Start Date : 12/8/2020
Page No : 2



## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: CR 5
DENVER.COLORADO
File Name: CR5COLLIER
303-333-7409
Site Code : 00000022
Start Date : 12/8/2020
Page No : 2

|  | COUNTY ROAD 5 <br> Southbound |  |  |  |  | ERIE HIGH SCHOOL ACCESS ROAD Westbound |  |  |  |  | COUNTY ROAD 5 <br> Northbound |  |  |  |  | COLLIER PARKWAY <br> Eastbound |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | $\begin{array}{r} \mathrm{Thr} \\ \mathrm{u} \end{array}$ | $\begin{gathered} \text { Rig } \\ \mathrm{ht} \end{gathered}$ | $\begin{array}{r} \text { Ped } \\ \mathrm{s} \end{array}$ | App. Total | Left | $\begin{gathered} \text { Thr } \\ u \end{gathered}$ | $\begin{gathered} \text { Rig } \\ \mathrm{ht} \end{gathered}$ | $\begin{array}{r} \text { Ped } \\ \mathrm{s} \end{array}$ | App. Total | Left | $\begin{array}{r} \text { Thr } \\ \mathrm{u} \end{array}$ | $\begin{gathered} \text { Rig } \\ \text { ht } \end{gathered}$ | $\begin{array}{r} \text { Ped } \\ \mathrm{s} \end{array}$ | App. Total | Left | $\begin{gathered} \text { Thr } \\ \mathrm{u} \end{gathered}$ | $\begin{gathered} \text { Rig } \\ \text { ht } \end{gathered}$ | Ped | App. <br> Total | $\begin{array}{r} \text { Int. } \\ \text { Total } \end{array}$ |

Peak Hour From 04:15 PM to 05:00 PM - Peak 1 of 1

| Intersecti on Volume | 04:15 | PM 152 | 13 | 0 | 165 | 1 | 0 | 0 | 0 | 1 | 121 | 157 | 1 | 1 | 280 | 9 | 1 | 85 | 1 | 96 | 542 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Percent | 0.0 | 92 1 | 7.9 | 0.0 |  | $\begin{array}{r} 100 \\ .0 \end{array}$ | 0.0 | 0.0 | 0.0 |  | 43. | $56 .$ | 0.4 | 0.4 |  | 9.4 | 1.0 | 88. | 1.0 |  |  |
| 04:30 Peak | 0 | 44 | 6 | 0 | 50 | 0 | 0 | 0 | 0 | 0 | 23 | 40 | 0 | 0 | 63 | 5 | 0 | 22 | 1 | 28 | $\begin{aligned} & 141 \\ & 0.961 \end{aligned}$ |
| High Int. | 05:00 | PM |  |  |  | 05:00 | PM |  |  |  | 04:45 | PM |  |  |  | 04:30 |  |  |  |  |  |
| Volume | 0 | 50 | 3 | 0 | 53 | 1 | 0 | 0 | 0 | 1 | 46 | 36 | 0 | 1 | 83 | 5 | 0 | 22 | 1 | 28 |  |
| Peak Factor |  |  |  |  | 0.77 8 |  |  |  |  | 0.25 0 |  |  |  |  | 0.84 3 |  |  |  |  | 0.85 7 |  |



## COUNTER MEASURES INC.

```
1889 YORK STREET
DENVER.COLORADO 303-333-7409
```

File Name : CR5CR10
Site Code : 00000025
Start Date : 12/9/2020 Page No : 1
Groups Printed- VEHICLES

$$
\text { D } 10
$$

|  | COUNTY RD 5 Southbound |  |  |  | COUNTY RD 10 Westbound |  |  |  | COUNTY RD 5 <br> Northbound |  |  |  | COUNTY RD 10 Eastbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Left | Thru | Right | Peds | $\begin{array}{r} \text { Int. } \\ \text { Total } \\ \hline \end{array}$ |
| Factor | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |  |
| 06:30 AM | 0 | 6 | 3 | 0 | 1 | 1 | 0 | 1 | 15 | 6 | 1 | 0 | 0 | 0 | 9 | 0 | 43 |
| 06:45 AM | 0 | 9 | 0 | 0 | 0 | 2 | 0 | 0 | 17 | 5 | 0 | 0 | 2 | 1 | 5 | 0 | 41 |
| Total | 0 | 15 | 3 | 0 | 1 | 3 | 0 | 1 | 32 | 11 | 1 | 0 | 2 | 1 | 14 | 0 | 84 |


|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| $07: 00 \mathrm{AM}$ | 2 | 13 | 2 | 0 | 2 | 1 | 0 | 0 | 24 | 3 | 2 | 0 | 2 | 1 | 10 | 0 |
| $07: 15 \mathrm{AM}$ | 1 | 15 | 0 | 0 | 3 | 1 | 0 | 0 | 18 | 3 | 2 | 0 | 3 | 2 | 9 | 0 |
| $07: 30 \mathrm{AM}$ | 2 | 15 | 3 | 0 | 3 | 1 | 0 | 0 | 10 | 8 | 2 | 0 | 0 | 0 | 9 | 0 |
| $07: 45 \mathrm{AM}$ | 1 | 18 | 3 | 0 | 4 | 4 | 0 | 0 | 17 | 9 | 2 | 0 | 4 | 1 | 12 | 0 |
| Total | 6 | 61 | 8 | 0 | 12 | 7 | 0 | 0 | 69 | 23 | 8 | 0 | 9 | 4 | 40 | 0 |


| 08:00 AM | 0 | 21 | 5 | 0 | 3 | 6 | 0 | 0 | 18 | 9 | 1 | 0 | 0 | 0 | 5 | 0 | 68 |
| ---: | :--- | ---: | :--- | :--- | :--- | :--- | :--- | :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| 08:15 AM | 0 | 11 | 4 | 0 | 0 | 2 | 0 | 0 | 15 | 12 | 2 | 0 | 6 | 0 | 10 | 0 | 62 |
| Total | 0 | 32 | 9 | 0 | 3 | 8 | 0 | 0 | 33 | 21 | 3 | 0 | 6 | 0 | 15 | 0 | 130 |


|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| $04: 00 ~ P M ~$ | 1 | 18 | 3 | 0 | 2 | 0 | 2 | 0 | 14 | 20 | 0 | 0 | 7 | 3 | 16 | 0 | 86 |
| $04: 15 \mathrm{PM}$ | 1 | 24 | 4 | 0 | 2 | 1 | 0 | 0 | 19 | 24 | 0 | 0 | 6 | 5 | 18 | 0 | 104 |
| $04: 30 \mathrm{PM}$ | 0 | 19 | 4 | 0 | 1 | 0 | 3 | 0 | 15 | 24 | 7 | 0 | 2 | 2 | 26 | 0 | 103 |
| $04: 45 \mathrm{PM}$ | 0 | 14 | 4 | 0 | 1 | 1 | 0 | 0 | 19 | 21 | 2 | 0 | 2 | 2 | 17 | 0 | 83 |
| Total | 2 | 75 | 15 | 0 | 6 | 2 | 5 | 0 | 67 | 89 | 9 | 0 | 17 | 12 | 77 | 0 | 376 |


| 05:00 PM | 1 | 12 | 4 | 0 | 2 | 2 | 3 | 0 | 25 | 11 | 3 | 0 | 5 | 7 | 20 | 0 | 95 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 05:15 PM | 1 | 20 | 4 | 0 | 3 | 2 | 1 | 0 | 15 | 21 | 2 | 0 | 2 | 9 | 21 | 0 | 101 |
| 05:30 PM | 1 | 11 | 3 | 0 | 0 | 0 | 0 | 0 | 19 | 13 | 1 | 0 | 1 | 0 | 16 | 0 | 65 |
| 05:45 PM | 0 | 8 | 2 | 0 | 0 | 0 | 0 | 0 | 16 | 8 | 0 | 0 | 2 | 2 | 15 | 0 | 53 |
| Total | 3 | 51 | 13 | 0 | 5 | 4 | 4 | 0 | 75 | 53 | 6 | 0 | 10 | 18 | 72 | 0 | 314 |


| Grand Total | 11 | 234 | 48 | 0 | 27 | 24 | 9 | 1 | 276 | 197 | 27 | 0 | 44 | 35 | 218 | 0 | 1151 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Apprch \% | 3.8 | 79.9 | 16.4 | 0.0 | 44.3 | 39.3 | 14.8 | 1.6 | 55.2 | 39.4 | 5.4 | 0.0 | 14.8 | 11.8 | 73.4 | 0.0 |  |

## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET:COUNTY ROAD 5
DENVER.COLORADO
File Name : CR5CR10
303-333-7409
Site Code : 00000025
Start Date : 12/9/2020
Page No : 2


## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET:COUNTY ROAD 5
DENVER.COLORADO
File Name : CR5CR10
303-333-7409
Site Code : 00000025
Start Date : 12/9/2020
Page No : 2


## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: CR 5
DENVER.COLORADO
E/W STREET: ERIE PARKWAY
303-333-7409
File Name: CR5ERIEPKWY
CITY: ERIE
COUNTY: WELD
Site Code : 00000015
Start Date: 12/8/2020
Page No : 1
Groups Printed- VEHICLES

|  | COUNTY RD 5 Southbound |  |  |  | ERIE PARKWAY Westbound |  |  |  | COUNTY RD 5 <br> Northbound |  |  |  | ERIE PARKWAY Eastbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Left | Thru | Right | Peds | Int. Total |
| Factor | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |  |
| 06:30 AM | 14 | 6 | 2 | 0 | 5 | 78 | 13 | 0 | 1 | 5 | 8 | 0 | 1 | 43 | 9 | 0 | 185 |
| 06:45 AM | 8 | 5 | 3 | 0 | 5 | 84 | 20 | 0 | 5 | 14 | 7 | 0 | 5 | 39 | 9 | 0 | 204 |
| Total | 22 | 11 | 5 | 0 | 10 | 162 | 33 | 0 | 6 | 19 | 15 | 0 | 6 | 82 | 18 | 0 | 389 |


| 07:00 AM | 11 | 17 | 11 | 0 | 4 | 62 | 23 | 0 | 9 | 12 | 4 | 0 | 5 | 52 | 7 | 0 | 217 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 07:15 AM | 10 | 12 | 6 | 0 | 7 | 65 | 17 | 0 | 8 | 14 | 3 | 0 | 2 | 37 | 14 | 0 | 195 |
| 07:30 AM | 22 | 20 | 9 | 0 | 6 | 83 | 20 | 0 | 4 | 13 | 5 | 0 | 5 | 67 | 13 | 0 | 267 |
| 07:45 AM | 20 | 16 | 9 | 0 | 10 | 93 | 21 | 0 | 18 | 15 | 5 | 0 | 8 | 60 | 11 | 0 | 286 |
| Total | 63 | 65 | 35 | 0 | 27 | 303 | 81 | 0 | 39 | 54 | 17 | 0 | 20 | 216 | 45 | 0 | 965 |
| 08:00 AM | 14 | 31 | 5 | 0 | 12 | 80 | 18 | 0 | 10 | 19 | 12 | 0 | 4 | 62 | 16 | 0 | 283 |
| 08:15 AM | 15 | 23 | 4 | 0 | 9 | 56 | 30 | 0 | 10 | 23 | 4 | 0 | 8 | 63 | 13 | 0 | 258 |
| Total | 29 | 54 | 9 | 0 | 21 | 136 | 48 | 0 | 20 | 42 | 16 | 0 | 12 | 125 | 29 | 0 | 541 |


| 04:00 PM | 19 | 28 | 6 | 0 | 3 | 72 | 19 | 0 | 17 | 31 | 4 | 0 | 9 | 106 | 25 | 0 | 339 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 04:15 PM | 28 | 23 | 5 | 0 | 8 | 68 | 34 | 0 | 15 | 25 | 9 | 0 | 8 | 131 | 30 | 0 | 384 |
| 04:30 PM | 30 | 27 | 8 | 0 | 2 | 72 | 21 | 0 | 18 | 35 | 8 | 0 | 8 | 106 | 39 | 0 | 374 |
| 04:45 PM | 26 | 23 | 7 | 0 | 3 | 77 | 37 | 0 | 30 | 36 | 3 | 0 | 7 | 103 | 19 | 0 | 371 |
| Total | 103 | 101 | 26 | 0 | 16 | 289 | 111 | 0 | 80 | 127 | 24 | 0 | 32 | 446 | 113 | 0 | 1468 |
| 05:00 PM | 30 | 24 | 8 | 0 | 9 | 70 | 18 | 0 | 30 | 24 | 8 | 0 | 14 | 105 | 21 | 0 | 361 |
| 05:15 PM | 24 | 28 | 3 | 0 | 5 | 78 | 19 | 0 | 19 | 31 | 10 | 0 | 13 | 76 | 30 | 0 | 336 |
| 05:30 PM | 32 | 14 | 8 | 0 | 5 | 69 | 21 | 0 | 14 | 31 | 5 | 0 | 6 | 89 | 16 | 0 | 310 |
| 05:45 PM | 19 | 15 | 3 | 0 | 4 | 64 | 27 | 0 | 30 | 26 | 4 | 0 | 2 | 67 | 13 | 0 | 274 |
| Total | 105 | 81 | 22 | 0 | 23 | 281 | 85 | 0 | 93 | 112 | 27 | 0 | 35 | 337 | 80 | 0 | 1281 |
| Grand Total | 322 | 312 | 97 | 0 | 97 | 1171 | 358 | 0 | 238 | 354 | 99 | 0 | 105 | 1206 | 285 | 0 | 4644 |
| Apprch \% | 44.0 | 42.7 | 13.3 | 0.0 | 6.0 | 72.0 | 22.0 | 0.0 | 34.4 | 51.2 | 14.3 | 0.0 | 6.6 | 75.6 | 17.9 | 0.0 |  |
| Total \% | 6.9 | 6.7 | 2.1 | 0.0 | 2.1 | 25.2 | 7.7 | 0.0 | 5.1 | 7.6 | 2.1 | 0.0 | 2.3 | 26.0 | 6.1 | 0.0 |  |

## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: CR 5
DENVER.COLORADO
File Name : CR5ERIEPKWY
E/W STREET: ERIE PARKWAY
303-333-7409
Site Code : 00000015
Start Date: 12/8/2020
Page No : 2

|  | COUNTY RD 5 Southbound |  |  |  |  | ERIE PARKWAY Westbound |  |  |  |  | COUNTY RD 5 <br> Northbound |  |  |  |  | ERIE PARKWAY Eastbound |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | $\begin{array}{r} \text { Thr } \\ \mathrm{u} \\ \hline \end{array}$ | $\begin{array}{r} \mathrm{Rig} \\ \mathrm{ht} \\ \hline \end{array}$ | $\begin{array}{r\|} \hline \text { Ped } \\ \mathrm{s} \\ \hline \end{array}$ | App. Total | Left | $\begin{array}{r} \text { Thr } \\ u \\ \hline \end{array}$ | $\begin{gathered} \text { Rig } \\ \text { ht } \end{gathered}$ | $\begin{array}{r\|} \hline \text { Ped } \\ \mathrm{s} \\ \hline \end{array}$ | App. Total | Left | $\begin{array}{r} \text { Thr } \\ \mathrm{u} \\ \hline \end{array}$ | $\begin{aligned} & \text { Rig } \\ & \text { ht } \end{aligned}$ | $\begin{array}{r} \hline \text { Ped } \\ \mathrm{s} \end{array}$ | App. Total | Left | $\begin{array}{r} \hline \text { Thr } \\ u \\ \hline \end{array}$ | $\begin{aligned} & \text { Rig } \\ & \text { ht } \end{aligned}$ | $\begin{array}{r} \text { Ped } \\ \mathrm{s} \\ \hline \end{array}$ | App. Total | $\begin{array}{r} \text { Int. } \\ \text { Total } \end{array}$ |
| Peak Hour From 06:30 AM to 08:15 AM - Peak 1 of 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Intersecti on | 07:30 AM |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volume | 71 | 90 | 27 | 0 | 188 | 37 | 312 | 89 | 0 | 438 | 42 | 70 | 26 | 0 | 138 | 25 | 252 | 53 | 0 | 330 | 1094 |
| Percent | $37 .$ | $\begin{array}{r} 47 . \\ 9 \end{array}$ | $14 .$ | 0.0 |  | 8.4 | $\begin{array}{r} 71 . \\ 2 \end{array}$ | $\begin{array}{r} 20 . \\ 3 \end{array}$ | 0.0 |  | $\begin{array}{r} 30 . \\ 4 \end{array}$ | $50 .$ $7$ | $18 .$ $8$ | 0.0 |  | 7.6 | $\begin{array}{r} 76 . \\ 4 \end{array}$ | 16. | 0.0 |  |  |
| 07:45 Volume | 20 | 16 | 9 | 0 | 45 | 10 | 93 | 21 | 0 | 124 | 18 | 15 | 5 | 0 | 38 | 8 | 60 | 11 | 0 | 79 | 286 |
| Peak | 07:30 AM |  |  |  |  | 07:45 AM |  |  |  |  | 08:00 AM |  |  |  |  | 07:30 AM |  |  |  |  |  |
| Factor |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| High Int. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volume | 22 | 20 | 9 | 0 | 51 |  |  |  |  |  | 10 | 93 | 21 | 0 | 124 | 10 | 19 | 12 | 0 | 41 | 5 | 67 | 13 | 0 | 85 |  |
| Peak |  |  |  |  | 0.92 |  |  |  |  |  |  |  |  |  | 0.88 |  |  |  |  | 0.84 |  |  |  |  | 0.97 |  |
| Factor |  |  |  |  | 2 |  |  |  |  | 3 |  |  |  |  | 1 |  |  |  |  | 1 |  |



## COUNTER MEASURES INC.

1889 YORK STREET
N/S STREET: CR 5
DENVER.COLORADO
File Name : CR5ERIEPKWY
E/W STREET: ERIE PARKWAY
303-333-7409
Site Code : 00000015
Start Date : 12/8/2020
Page No : 2



Page 1
Location: COLLIERS PARKWAY W-O CR 5
City: ERIE
County: WELD
Direction: EAST/WEST

COUNTER MEASURES INC.
1889 YORK STREET
DENVER,COLORADO 80206
Site Code: 201519 Station ID: 201519

| Start | 16-Dec-20 |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Time | Wed | EASTBOUN | WESTBOUN |  |  |  |  |  |  | Total |
| 12:00 AM |  | 1 | 4 |  |  |  |  |  |  | 5 |
| 01:00 |  | 0 | 1 |  |  |  |  |  |  | 1 |
| 02:00 |  | 1 | 1 |  |  |  |  |  |  | 2 |
| 03:00 |  | 2 | 2 |  |  |  |  |  |  | 4 |
| 04:00 |  | 4 | 0 |  |  |  |  |  |  | 4 |
| 05:00 |  | 16 | 1 |  |  |  |  |  |  | 17 |
| 06:00 |  | 45 | 14 |  |  |  |  |  |  | 59 |
| 07:00 |  | 97 | 58 |  |  |  |  |  |  | 155 |
| 08:00 |  | 84 | 59 |  |  |  |  |  |  | 143 |
| 09:00 |  | 68 | 66 |  |  |  |  |  |  | 134 |
| 10:00 |  | 74 | 57 |  |  |  |  |  |  | 131 |
| 11:00 |  | 92 | 92 |  |  |  |  |  |  | 184 |
| 12:00 PM |  | 88 | 88 |  |  |  |  |  |  | 176 |
| 01:00 |  | 84 | 73 |  |  |  |  |  |  | 157 |
| 02:00 |  | 108 | 112 |  |  |  |  |  |  | 220 |
| 03:00 |  | 106 | 96 |  |  |  |  |  |  | 202 |
| 04:00 |  | 107 | 104 |  |  |  |  |  |  | 211 |
| 05:00 |  | 86 | 118 |  |  |  |  |  |  | 204 |
| 06:00 |  | 49 | 83 |  |  |  |  |  |  | 132 |
| 07:00 |  | 44 | 71 |  |  |  |  |  |  | 115 |
| 08:00 |  | 18 | 41 |  |  |  |  |  |  | 59 |
| 09:00 |  | 12 | 16 |  |  |  |  |  |  | 28 |
| 10:00 |  | 3 | 18 |  |  |  |  |  |  | 21 |
| 11:00 |  | 3 | 5 |  |  |  |  |  |  | 8 |
| Total |  | 1192 | 1180 |  |  |  |  |  |  | 2372 |
| Percent |  | 50.3\% | 49.7\% |  |  |  |  |  |  |  |
| AM Peak | - | 07:00 | 11:00 | - | - | - | - | - | - | 11:00 |
| Vol. | - | 97 | 92 | - | - | - | - | - | - | 184 |
| PM Peak | - | 14:00 | 17:00 | - | - | - | - | - | - | 14:00 |
| Vol. | - | 108 | 118 | - | - | - | - | - | - | 220 |
| Grand Total |  | 1192 | 1180 |  |  |  |  |  |  | 2372 |
| Percent |  | 50.3\% | 49.7\% |  |  |  |  |  |  |  |
| ADT |  | ADT 2,372 |  | AADT 2,372 |  |  |  |  |  |  |

Location: CR 5 N/O COLLIERS PARKWAY
City: ERIE
County: WELD
Direction: NORTH/SOUTH

COUNTER MEASURES INC.
1889 YORK STREET
DENVER,COLORADO 80206
Site Code: 201520
Station ID: 201520


Location: CR 5 N/O ERIE PARKWAY City: ERIE
County: WELD
Direction: NORTH/SOUTH

COUNTER MEASURES INC.
1889 YORK STREET
DENVER,COLORADO 80206
Site Code: 201518
Station ID: 201518

| Start | 16-Dec-20 |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Time | Wed | NORTHBOU | SOUTHBOU |  |  |  |  |  |  | Total |
| 12:00 AM |  | 7 | 3 |  |  |  |  |  |  | 10 |
| 01:00 |  | 2 | 1 |  |  |  |  |  |  | 3 |
| 02:00 |  | 2 | 2 |  |  |  |  |  |  | 4 |
| 03:00 |  | 2 | 5 |  |  |  |  |  |  | 7 |
| 04:00 |  | 1 | 13 |  |  |  |  |  |  | 14 |
| 05:00 |  | 18 | 40 |  |  |  |  |  |  | 58 |
| 06:00 |  | 58 | 90 |  |  |  |  |  |  | 148 |
| 07:00 |  | 151 | 177 |  |  |  |  |  |  | 328 |
| 08:00 |  | 154 | 178 |  |  |  |  |  |  | 332 |
| 09:00 |  | 150 | 170 |  |  |  |  |  |  | 320 |
| 10:00 |  | 177 | 199 |  |  |  |  |  |  | 376 |
| 11:00 |  | 212 | 237 |  |  |  |  |  |  | 449 |
| 12:00 PM |  | 209 | 221 |  |  |  |  |  |  | 430 |
| 01:00 |  | 209 | 190 |  |  |  |  |  |  | 399 |
| 02:00 |  | 251 | 266 |  |  |  |  |  |  | 517 |
| 03:00 |  | 218 | 247 |  |  |  |  |  |  | 465 |
| 04:00 |  | 251 | 245 |  |  |  |  |  |  | 496 |
| 05:00 |  | 222 | 210 |  |  |  |  |  |  | 432 |
| 06:00 |  | 166 | 108 |  |  |  |  |  |  | 274 |
| 07:00 |  | 104 | 72 |  |  |  |  |  |  | 176 |
| 08:00 |  | 78 | 52 |  |  |  |  |  |  | 130 |
| 09:00 |  | 49 | 28 |  |  |  |  |  |  | 77 |
| 10:00 |  | 31 | 9 |  |  |  |  |  |  | 40 |
| 11:00 |  | 0 | 0 |  |  |  |  |  |  | 0 |
| Total |  | 2722 | 2763 |  |  |  |  |  |  | 5485 |
| Percent |  | 49.6\% | 50.4\% |  |  |  |  |  |  |  |
| AM Peak | - | 11:00 | 11:00 | - | - | - | - | - | - | 11:00 |
| Vol. | - | 212 | 237 | - | - | - | - | - | - | 449 |
| PM Peak | - | 14:00 | 14:00 | - | - | - | - | - | - | 14:00 |
| Vol. | - | 251 | 266 | - | - | - | - | - | - | 517 |
| Grand Total |  | 2722 | 2763 |  |  |  |  |  |  | 5485 |
| Percent |  | 49.6\% | 50.4\% |  |  |  |  |  |  |  |
| ADT |  | ADT 5,485 |  | AADT 5,485 |  |  |  |  |  |  |

Location: ERIE PARKWAY E/O COUNTY ROAD 5 City: ERIE
County: WELD
Direction: EAST/WEST

COUNTER MEASURES INC.
1889 YORK STREET
DENVER,COLORADO 80206
Site Code: 201516
Station ID: 201516


Location: ERIE PARKWAY W/O CR 5
City: ERIE
County: WELD
EAST/WEST

COUNTER MEASURES INC.
1889 YORK STREET
DENVER,COLORADO 80206
Site Code: 201508 Station ID: 201508


## LEVEL OF SERVICE DEFINITIONS

From Highway Capacity Manual, Transportation Research Board, 2016, 6th Edition
SIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)

| LOS | Average Vehicle Delay sec/vehicle | Operational Characteristics |
| :---: | :---: | :---: |
| A | <10 seconds | Describes operations with low control delay, up to $10 \mathrm{sec} / \mathrm{veh}$. This LOS occurs when progression is extremely favorable and most vehicles arrive during the green phase. Many vehicles do not stop at all. Short cycle lengths may tend to contribute to low delay values. |
| B | 10 to 20 seconds | Describes operations with control delay greater than 10 seconds and up to $20 \mathrm{sec} / \mathrm{veh}$. This level generally occurs with good progression, short cycle lengths, or both. More vehicles stop than with LOS A, causing higher levels of delay. |
| c | 20 to 35 seconds | Describes operations with control delay greater than 20 and up to $35 \mathrm{sec} / \mathrm{veh}$. These higher delays may result from only fair progression, longer cycle length, or both. Individual cycle failures may begin to appear at this level. Cycle failure occurs when a given green phase does not serve queued vehicles, and overflows occur. The number of vehicles stopping is significant at this level, though many still pass through the intersection without stopping. |
| D | 35 to 55 seconds | Describes operations with control delay greater than 35 and up to $55 \mathrm{sec} / \mathrm{veh}$. At LOS D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, and high $\mathrm{v} / \mathrm{c}$ ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable. |
| E | 55 to 80 seconds | Describes operations with control delay greater than 55 and up to $80 \mathrm{sec} / \mathrm{veh}$. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent. |
| F | $\begin{gathered} \quad>80 \\ \text { seconds } \end{gathered}$ | Describes operations with control delay in excess of $80 \mathrm{sec} / \mathrm{veh}$. This level, considered unacceptable to most drivers, often occurs with over-saturation, that is, when arrival flow rates exceed the capacity of lane groups. It may also occur at high $\mathrm{v} / \mathrm{c}$ ratios with many individual cycle failures. Poor progression and long cycle lengths may also contribute significantly to high delay levels. |

## LEVEL OF SERVICE DEFINITIONS

From Highway Capacity Manual, Transportation Research Board, 2016, 6th Edition
UNSIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)
Applicable to Two-Way Stop Control, All-Way Stop Control, and Roundabouts

| LOS | Average Vehicle Control Delay | Operational Characteristics |
| :---: | :---: | :---: |
| A | <10 seconds | Normally, vehicles on the stop-controlled approach only have to wait up to 10 seconds before being able to clear the intersection. Left-turning vehicles on the uncontrolled street do not have to wait to make their turn. |
| B | 10 to 15 seconds | Vehicles on the stop-controlled approach will experience delays before being able to clear the intersection. The delay could be up to 15 seconds. Left-turning vehicles on the uncontrolled street may have to wait to make their turn. |
| C | 15 to 25 seconds | Vehicles on the stop-controlled approach can expect delays in the range of 15 to 25 seconds before clearing the intersection. Motorists may begin to take chances due to the long delays, thereby posing a safety risk to through traffic. Left-turning vehicles on the uncontrolled street will now be required to wait to make their turn causing a queue to be created in the turn lane. |
| D | 25 to 35 seconds | This is the point at which a traffic signal may be warranted for this intersection. The delays for the stop-controlled intersection are not considered to be excessive. The length of the queue may begin to block other public and private access points. |
| E | 35 to 50 seconds | The delays for all critical traffic movements are considered to be unacceptable. The length of the queues for the stop-controlled approaches as well as the left-turn movements are extremely long. There is a high probability that this intersection will meet traffic signal warrants. The ability to install a traffic signal is affected by the location of other existing traffic signals. Consideration may be given to restricting the accesses by eliminating the left-turn movements from and to the stop-controlled approach. |
| F | >50 seconds | The delay for the critical traffic movements are probably in excess of 100 seconds. The length of the queues are extremely long. Motorists are selecting alternative routes due to the long delays. The only remedy for these long delays is installing a traffic signal or restricting the accesses. The potential for accidents at this intersection are extremely high due to motorist taking more risky chances. If the median permits, motorists begin making two-stage left-turns. |


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 4.1 |  |  |  |  |  |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
| Lane Configurations | $\mathbf{r}$ | $\mathbf{r}$ | $\mathbf{4}$ | $\mathbf{r}$ | $\mathbf{1}$ | 4 |
| Traffic Vol, veh/h | 10 | 52 | 61 | 5 | 32 | 32 |
| Future Vol, veh/h | 10 | 52 | 61 | 5 | 32 | 32 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | 200 | - | 200 | 200 | - |
| Veh in Median Storage, \# | 0 | - | 0 | - | - | 0 |
| Grade, \% | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 89 | 89 | 89 | 89 | 89 | 89 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 11 | 58 | 69 | 6 | 36 | 36 |





Timings
6: CR 5 \& Colliers Pkwy/Erie HS

|  |  |  |  | $\downarrow$ |  | 4 | $\dagger$ | 7 |  | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT |
| Lane Configurations | * | $\uparrow$ | 「 | \% | $\hat{F}$ | * | $\uparrow$ | 「 | \% | $\hat{F}$ |
| Traffic Volume (vph) | 14 | 1 | 93 | 1 | 2 | 61 | 115 | 1 | 2 | 99 |
| Future Volume (vph) | 14 | 1 | 93 | 1 | 2 | 61 | 115 | 1 | 2 | 99 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | pm+pt | NA | Perm | pm+pt | NA |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 |
| Total Split (s) | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 47.0 | 47.0 | 10.0 | 47.0 |
| Total Split (\%) | 11.1\% | 25.6\% | 25.6\% | 11.1\% | 25.6\% | 11.1\% | 52.2\% | 52.2\% | 11.1\% | 52.2\% |
| Yellow Time (s) | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max |
| Act Effct Green (s) | 6.7 | 5.9 | 5.9 | 6.7 | 5.9 | 53.4 | 53.7 | 53.7 | 50.4 | 47.6 |
| Actuated g/C Ratio | 0.10 | 0.08 | 0.08 | 0.10 | 0.08 | 0.77 | 0.77 | 0.77 | 0.72 | 0.68 |
| $\mathrm{V} / \mathrm{c}$ Ratio | 0.09 | 0.01 | 0.37 | 0.01 | 0.03 | 0.07 | 0.09 | 0.00 | 0.00 | 0.09 |
| Control Delay | 28.0 | 31.0 | 6.7 | 26.0 | 26.5 | 3.4 | 4.9 | 0.0 | 3.5 | 6.6 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 28.0 | 31.0 | 6.7 | 26.0 | 26.5 | 3.4 | 4.9 | 0.0 | 3.5 | 6.6 |
| LOS | C | C | A | C | C | A | A | A | A | A |
| Approach Delay |  | 9.7 |  |  | 26.4 |  | 4.3 |  |  | 6.5 |
| Approach LOS |  | A |  |  | C |  | A |  |  | A |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |

Cycle Length: 90
Actuated Cycle Length: 69.7
Natural Cycle: 70
Control Type: Semi Act-Uncoord
Maximum v/c Ratio: 0.37
Intersection Signal Delay: 6.6
Intersection LOS: A
Intersection Capacity Utilization 28.2\% ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 6: CR 5 \& Colliers Pkwy/Erie HS



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 3.6 |  |  |  |  |  |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
| Lane Configurations | $\mathbf{1}$ | $\mathbf{7}$ | $\mathbf{4}$ | $\mathbf{F}$ | $\mathbf{T}$ | A |
| Traffic Vol, veh/h | 10 | 64 | 79 | 11 | 58 | 88 |
| Future Vol, veh/h | 10 | 64 | 79 | 11 | 58 | 88 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | 200 | - | 200 | 200 | - |
| Veh in Median Storage, \# | 0 | - | 0 | - | - | 0 |
| Grade, \% | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 86 | 86 | 86 | 86 | 86 | 86 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 12 | 74 | 92 | 13 | 67 | 102 |





Timings
6: CR 5 \& Colliers Pkwy/Erie HS

|  | 4 |  |  | $\checkmark$ |  | 4 | $\uparrow$ | 7 | $\downarrow$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBT | $\varnothing 1$ |
| Lane Configurations | \% | $\uparrow$ | 「 | \% | $\hat{F}$ | * | $\uparrow$ | 「 | F |  |
| Traffic Volume (vph) | 9 | 1 | 85 | 1 | 1 | 121 | 157 | 1 | 152 |  |
| Future Volume (vph) | 9 | 1 | 85 | 1 | 1 | 121 | 157 | 1 | 152 |  |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | pm+pt | NA | Perm | NA |  |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 6 | 1 |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 |  |  |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 6 |  |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 23.0 | 10.0 |
| Total Split (s) | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 47.0 | 47.0 | 47.0 | 10.0 |
| Total Split (\%) | 11.1\% | 25.6\% | 25.6\% | 11.1\% | 25.6\% | 11.1\% | 52.2\% | 52.2\% | 52.2\% | 11\% |
| Yellow Time (s) | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |
| Total Lost Time (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |  |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lag | Lead |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | Max | None |
| Act Effct Green (s) | 6.5 | 5.7 | 5.7 | 6.5 | 5.7 | 53.5 | 54.6 | 54.6 | 46.8 |  |
| Actuated g/C Ratio | 0.09 | 0.08 | 0.08 | 0.09 | 0.08 | 0.78 | 0.79 | 0.79 | 0.68 |  |
| $\mathrm{v} / \mathrm{c}$ Ratio | 0.05 | 0.01 | 0.34 | 0.01 | 0.01 | 0.14 | 0.11 | 0.00 | 0.14 |  |
| Control Delay | 27.3 | 31.0 | 5.4 | 26.0 | 31.0 | 3.4 | 3.1 | 0.0 | 6.6 |  |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |
| Total Delay | 27.3 | 31.0 | 5.4 | 26.0 | 31.0 | 3.4 | 3.1 | 0.0 | 6.6 |  |
| LOS | C | C | A | C | C | A | A | A | A |  |
| Approach Delay |  | 7.7 |  |  | 28.5 |  | 3.2 |  | 6.6 |  |
| Approach LOS |  | A |  |  | C |  | A |  | A |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |

Cycle Length: 90
Actuated Cycle Length: 68.7
Natural Cycle: 70
Control Type: Semi Act-Uncoord
Maximum v/c Ratio: 0.34
Intersection Signal Delay: 5.1
Intersection LOS: A
Intersection Capacity Utilization 35.2\% ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 6: CR 5 \& Colliers Pkwy/Erie HS



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 3.4 |  |  |  |  |  |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
| Lane Configurations | $\mathbf{1}$ | $\mathbf{r}$ | $\mathbf{4}$ | $\mathbf{7}$ | $\mathbf{1}$ | 个 |
| Traffic Vol, veh/h | 15 | 135 | 180 | 16 | 66 | 200 |
| Future Vol, veh/h | 15 | 135 | 180 | 16 | 66 | 200 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | 200 | - | 200 | 200 | - |
| Veh in Median Storage, \# | 0 | - | 0 | - | - | 0 |
| Grade, \% | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 89 | 89 | 89 | 89 | 89 | 89 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 17 | 152 | 202 | 18 | 74 | 225 |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 0.5 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | $\uparrow$ |  | 1 | 4 | a | $\mathbf{7}$ |
| Traffic Vol, veh/h | 91 | 1 | 3 | 136 | 2 | 9 |
| Future Vol, veh/h | 91 | 1 | 3 | 136 | 2 | 9 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | 225 | - | - | 0 |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 86 | 86 | 86 | 86 | 86 | 86 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 106 | 1 | 3 | 158 | 2 | 10 |


| Major/Minor | Major1 | Major2 |  |  | Minor1 |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | :---: |
| Conflicting Flow All | 0 | 0 | 107 | 0 | 271 | 107 |  |
| $\quad$ Stage 1 | - | - | - | - | 107 | - |  |
| $\quad$ Stage 2 | - | - | - | - | 164 | - |  |
| Critical Hdwy | - | - | 4.12 | - | 6.42 | 6.22 |  |
| Critical Hdwy Stg 1 | - | - | - | - | 5.42 | - |  |
| Critical Hdwy Stg 2 | - | - | - | - | 5.42 | - |  |
| Follow-up Hdwy | - | -2.218 | -3.518 | 3.318 |  |  |  |
| Pot Cap-1 Maneuver | - | - | 1484 | - | 718 | 947 |  |
| $\quad$ Stage 1 | - | - | - | - | 917 | - |  |
| Stage 2 | - | - | - | - | 865 | - |  |
| Platoon blocked, \% | - | - |  | - |  |  |  |
| Mov Cap-1 Maneuver | - | - | 1484 | - | 717 | 947 |  |
| Mov Cap-2 Maneuver | - | - | - | - | 717 | - |  |
| Stage 1 | - | - | - | - | 917 | - |  |
| Stage 2 | - | - | - | - | 863 | - |  |


| Approach | EB |  | WB | NB |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| HCM Control Delay, s | 0 |  | 0.2 | 9 |  |  |  |  |
| HCM LOS | A |  |  |  |  |  |  |  |
| Minor Lane/Major Mvmt |  | NBLn1 | BLn2 | EBT | EBR | WBL | WBT |  |
| Capacity (veh/h) |  | 717 | 947 | - | - | 1484 | - |  |
| HCM Lane V/C Ratio |  | 0.003 | 0.011 | - | - | 0.002 | - |  |
| HCM Control Delay (s) |  | 10 | 8.8 | - | - | 7.4 | - |  |
| HCM Lane LOS |  | B | A | - | - | A | - |  |
| HCM 95th \%tile Q(veh) |  | 0 | 0 | - | - | 0 | - |  |


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 1.8 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | 6 |  | 1 | 4 | Y |  |
| Traffic Vol, veh/h | 97 | 2 | 13 | 135 | 6 | 40 |
| Future Vol, veh/h | 97 | 2 | 13 | 135 | 6 | 40 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | 225 | - | 0 | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 86 | 86 | 86 | 86 | 86 | 86 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 113 | 2 | 15 | 157 | 7 | 47 |


| Major/Minor M | Major1 |  | Major2 |  | Minor1 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 0 | 0 | 115 | 0 | 301 | 114 |
| Stage 1 | - | - | - | - | 114 | - |
| Stage 2 | - | - | - | - | 187 | - |
| Critical Hdwy | - | - | 4.12 | - | 6.42 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | 5.42 | - |
| Critical Hdwy Stg 2 | - | - | - | - | 5.42 | - |
| Follow-up Hdwy | - | - | 2.218 | - | 3.518 | 3.318 |
| Pot Cap-1 Maneuver | - | - | 1474 | - | 691 | 939 |
| Stage 1 | - | - | - | - | 911 | - |
| Stage 2 | - | - | - | - | 845 | - |
| Platoon blocked, \% | - | - |  | - |  |  |
| Mov Cap-1 Maneuver | - | - | 1474 | - | 684 | 939 |
| Mov Cap-2 Maneuver | - | - | - | - | 684 | - |
| Stage 1 | - | - | - | - | 911 | - |
| Stage 2 | - | - | - | - | 837 | - |
|  |  |  |  |  |  |  |
| Approach | EB |  | WB |  | NB |  |
| HCM Control Delay, s | 0 |  | 0.7 |  | 9.3 |  |
| HCM LOS |  |  |  |  | A |  |
|  |  |  |  |  |  |  |
| Minor Lane/Major Mvmt |  | NBLn1 | 1 EBT | EBR | WBL WBT |  |
| Capacity (veh/h) |  | 95 | - | - | 1474 | - |
| HCM Lane V/C Ratio |  | 06 | - | - | 0.01 | - |
| HCM Control Delay (s) |  | 9. 3 | - | - | 7.5 | - |
| HCM Lane LOS |  | A | - | - | A | - |
| HCM 95th \%tile Q(veh) |  | 0.2 | - | - | 0 | - |




Timings
6: CR 5 \& Colliers Pkwy/Erie HS

|  | 4 |  |  |  |  | 4 | $\dagger$ | 1 |  | $\downarrow$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | \% | $\uparrow$ | F | \% | $\hat{F}$ | \% | 性 | F | \% | 性 | F |
| Traffic Volume (vph) | 63 | 97 | 191 | 162 | 50 | 113 | 457 | 79 | 35 | 483 | 34 |
| Future Volume (vph) | 63 | 97 | 191 | 162 | 50 | 113 | 457 | 79 | 35 | 483 | 34 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | pm+pt | NA | Perm | pm+pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split (s) | 10.0 | 22.0 | 22.0 | 16.0 | 28.0 | 10.0 | 42.0 | 42.0 | 10.0 | 42.0 | 42.0 |
| Total Split (\%) | 11.1\% | 24.4\% | 24.4\% | 17.8\% | 31.1\% | 11.1\% | 46.7\% | 46.7\% | 11.1\% | 46.7\% | 46.7\% |
| Yellow Time (s) | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max | Max |
| Act Effct Green (s) | 18.7 | 13.7 | 13.7 | 29.8 | 22.1 | 41.1 | 37.3 | 37.3 | 41.1 | 37.3 | 37.3 |
| Actuated g/C Ratio | 0.22 | 0.16 | 0.16 | 0.35 | 0.26 | 0.48 | 0.44 | 0.44 | 0.48 | 0.44 | 0.44 |
| V/c Ratio | 0.22 | 0.65 | 0.47 | 0.86 | 0.33 | 0.28 | 0.31 | 0.19 | 0.16 | 0.33 | 0.04 |
| Control Delay | 21.8 | 44.4 | 8.7 | 47.0 | 24.1 | 12.6 | 17.2 | 1.7 | 11.4 | 17.4 | 0.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 21.8 | 44.4 | 8.7 | 47.0 | 24.1 | 12.6 | 17.2 | 1.7 | 11.4 | 17.4 | 0.1 |
| LOS | C | D | A | D | C | B | B | A | B | B | A |
| Approach Delay |  | 25.5 |  |  | 39.5 |  | 13.3 |  |  | 15.7 |  |
| Approach LOS |  | C |  |  | D |  | B |  |  | B |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |

Cycle Length: 90
Actuated Cycle Length: 84.8
Natural Cycle: 70
Control Type: Semi Act-Uncoord
Maximum v/c Ratio: 0.86
Intersection Signal Delay: 21.8
Intersection LOS: C
Intersection Capacity Utilization 47.8\% ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 6: CR 5 \& Colliers Pkwy/Erie HS



| Intersection |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Int Delay，s／veh | 159.8 |  |  |  |  |  |  |  |  |  |  |  |  |
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |  |
| Lane Configurations | ${ }^{*}$ | 4 | 「゙ |  | $\uparrow$ | 「 | ${ }^{7}$ | 4 | 「゙ | ${ }^{*}$ | 4 | 「＇ |  |
| Traffic Vol，veh／h | 10 | 7 | 72 | 202 | 3 | 75 | 23 | 292 | 205 | 77 | 247 | 3 |  |
| Future Vol，veh／h | 10 | 7 | 72 | 202 | 3 | 75 | 23 | 292 | 205 | 77 | 247 | 3 |  |
| Conflicting Peds，\＃／hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| Sign Control | Stop | Stop | Stop | Stop | Stop | Stop | Free | Free | Free | Free | Free | Free |  |
| RT Channelized | － | － | None | － | － | None | － | － | None | － | － | None |  |
| Storage Length | 60 | － | 60 | － | － | 0 | 250 | － | 0 | 250 | － | 250 |  |
| Veh in Median Storage，\＃ | \＃ | 0 | － | － | 0 | － | － | 0 | － | － | 0 | － |  |
| Grade，\％ | － | 0 | － | － | 0 | － | － | 0 | － | － | 0 | － |  |
| Peak Hour Factor | 92 | 92 | 92 | 50 | 92 | 50 | 92 | 94 | 50 | 50 | 94 | 92 |  |
| Heavy Vehicles，\％ | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |  |
| Mvmt Flow | 11 | 8 | 78 | 404 | 3 | 150 | 25 | 311 | 410 | 154 | 263 | 3 |  |



| Minor Lane／Major Mvmt | NBL | NBT | NBR EBLn1 EBLn2 EBLn3WBLn1WBLn2 | SBL | SBT | SBR |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Capacity（veh／h） | 1298 | - | - | 106 | 123 | 776 | 168 | 729 | 881 | - |

## Notes

$\sim$ ：Volume exceeds capacity $\$$ ：Delay exceeds 300s $\quad+$ ：Computation Not Defined＊：All major volume in platoon



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 0.5 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | $\uparrow$ |  | 1 | 4 | a | $\mathbf{7}$ |
| Traffic Vol, veh/h | 133 | 2 | 9 | 109 | 1 | 6 |
| Future Vol, veh/h | 133 | 2 | 9 | 109 | 1 | 6 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | 225 | - | - | 0 |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 93 | 93 | 93 | 93 | 93 | 93 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 143 | 2 | 10 | 117 | 1 | 6 |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 2 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | F |  |  | 4 | Mr |  |
| Traffic Vol, veh/h | 130 | 8 | 47 | 115 | 4 | 27 |
| Future Vol, veh/h | 130 | 8 | 47 | 115 | 4 | 27 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | 225 | - | 0 | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 93 | 93 | 93 | 93 | 93 | 93 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 140 | 9 | 51 | 124 | 4 | 29 |





Timings
6：CR 5 \＆Colliers Pkwy／Erie HS

|  | 4 |  |  | $\dagger$ |  | 4 | $\dagger$ | 7 |  | $\downarrow$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | ＊ | $\uparrow$ | 「 | ＊ | ¢ | ＊ | 个4 | 「 | \％ | 个4 | 「 |
| Traffic Volume（vph） | 21 | 20 | 134 | 64 | 21 | 198 | 362 | 16 | 7 | 368 | 26 |
| Future Volume（vph） | 21 | 20 | 134 | 64 | 21 | 198 | 362 | 16 | 7 | 368 | 26 |
| Turn Type | pm＋pt | NA | Perm | pm＋pt | NA | pm＋pt | NA | Perm | pm＋pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 47.0 | 47.0 | 10.0 | 47.0 | 47.0 |
| Total Split（\％） | 11．1\％ | 25．6\％ | 25．6\％ | 11．1\％ | 25．6\％ | 11．1\％ | 52．2\％ | 52．2\％ | 11．1\％ | 52．2\％ | 52．2\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max | Max |
| Act Effct Green（s） | 10.9 | 7.0 | 7.0 | 12.9 | 11.0 | 51.8 | 50.9 | 50.9 | 47.7 | 42.7 | 42.7 |
| Actuated g／C Ratio | 0.14 | 0.09 | 0.09 | 0.17 | 0.14 | 0.67 | 0.66 | 0.66 | 0.61 | 0.55 | 0.55 |
| $\mathrm{V} / \mathrm{c}$ Ratio | 0.10 | 0.12 | 0.51 | 0.29 | 0.13 | 0.31 | 0.16 | 0.02 | 0.01 | 0.20 | 0.03 |
| Control Delay | 25.5 | 34.5 | 13.1 | 28.8 | 24.1 | 7.1 | 6.8 | 0.0 | 5.4 | 9.9 | 0.0 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 25.5 | 34.5 | 13.1 | 28.8 | 24.1 | 7.1 | 6.8 | 0.0 | 5.4 | 9.9 | 0.0 |
| LOS | C | C | B | C | C | A | A | A | A | A | A |
| Approach Delay |  | 17.0 |  |  | 27.2 |  | 6.7 |  |  | 9.2 |  |
| Approach LOS |  | B |  |  | C |  | A |  |  | A |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |

Cycle Length： 90
Actuated Cycle Length： 77.6
Natural Cycle： 70
Control Type：Semi Act－Uncoord
Maximum v／c Ratio： 0.51
Intersection Signal Delay： 10.5
Intersection LOS：B
Intersection Capacity Utilization 43．9\％
ICU Level of Service A
Analysis Period（min） 15
Splits and Phases：6：CR 5 \＆Colliers Pkwy／Erie HS





| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 4 |  |  |  |  |  |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
| Lane Configurations | $\mathbf{1}$ | $\mathbf{7}$ | $\mathbf{4}$ | $\mathbf{7}$ | $\mathbf{1}$ | 4 |
| Traffic Vol, veh/h | 19 | 166 | 180 | 17 | 76 | 200 |
| Future Vol, veh/h | 19 | 166 | 180 | 17 | 76 | 200 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | 200 | - | 200 | 200 | - |
| Veh in Median Storage, \# | 0 | - | 0 | - | - | 0 |
| Grade, \% | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 89 | 89 | 89 | 89 | 89 | 89 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 21 | 187 | 202 | 19 | 85 | 225 |









| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 2.3 |  |  |  |  |  |
| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
| Lane Configurations | Mr |  |  | 个 | b |  |
| Traffic Vol, veh/h | 26 | 92 | 31 | 280 | 236 | 8 |
| Future Vol, veh/h | 26 | 92 | 31 | 280 | 236 | 8 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | 300 | - | - | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 86 | 86 | 92 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 28 | 100 | 34 | 326 | 274 | 9 |



Timings
6：CR 5 \＆Colliers Pkwy／Erie HS

|  | $\rangle$ |  |  | 7 |  | 4 | $\uparrow$ | 7 | ＊ | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | \％ | $\uparrow$ | 「 | ${ }^{4}$ | $\uparrow$ | ${ }^{*}$ | 个4 | 「 | ${ }^{*}$ | ¢ $\uparrow$ | 「 |
| Traffic Volume（vph） | 63 | 97 | 191 | 162 | 50 | 113 | 501 | 79 | 45 | 617 | 34 |
| Future Volume（vph） | 63 | 97 | 191 | 162 | 50 | 113 | 501 | 79 | 45 | 617 | 34 |
| Turn Type | pm＋pt | NA | Perm | pm＋pt | NA | pm＋pt | NA | Perm | pm＋pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 10.0 | 22.0 | 22.0 | 16.0 | 28.0 | 10.0 | 42.0 | 42.0 | 10.0 | 42.0 | 42.0 |
| Total Split（\％） | 11．1\％ | 24．4\％ | 24．4\％ | 17．8\％ | 31．1\％ | 11．1\％ | 46．7\％ | 46．7\％ | 11．1\％ | 46．7\％ | 46．7\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max | Max |
| Act Effct Green（s） | 18.7 | 13.7 | 13.7 | 29.8 | 22.1 | 41.1 | 37.3 | 37.3 | 41.1 | 37.3 | 37.3 |
| Actuated g／C Ratio | 0.22 | 0.16 | 0.16 | 0.35 | 0.26 | 0.48 | 0.44 | 0.44 | 0.48 | 0.44 | 0.44 |
| v／c Ratio | 0.22 | 0.65 | 0.47 | 0.86 | 0.33 | 0.33 | 0.34 | 0.19 | 0.21 | 0.42 | 0.04 |
| Control Delay | 21.8 | 44.4 | 8.7 | 47.0 | 24.1 | 13.5 | 17.5 | 1.7 | 11.9 | 18.5 | 0.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 21.8 | 44.4 | 8.7 | 47.0 | 24.1 | 13.5 | 17.5 | 1.7 | 11.9 | 18.5 | 0.1 |
| LOS | C | D | A | D | C | B | B | A | B | B | A |
| Approach Delay |  | 25.5 |  |  | 39.4 |  | 13.8 |  |  | 16.9 |  |
| Approach LOS |  | C |  |  | D |  | B |  |  | B |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |

Cycle Length： 90
Actuated Cycle Length： 84.8
Natural Cycle： 70
Control Type：Semi Act－Uncoord
Maximum v／c Ratio： 0.86
Intersection Signal Delay： 21.8
Intersection LOS：C
Intersection Capacity Utilization 51．5\％
ICU Level of Service A
Analysis Period（min） 15
Splits and Phases：6：CR 5 \＆Colliers Pkwy／Erie HS






Splits and Phases: 103: CR 5 \& Flora View Dr/Soaring Heights PK-8


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |









| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 2.9 |  |  |  |  |  |
| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
| Lane Configurations | Mr |  |  | 个 | b |  |
| Traffic Vol, veh/h | 20 | 61 | 106 | 181 | 233 | 35 |
| Future Vol, veh/h | 20 | 61 | 106 | 181 | 233 | 35 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | 300 | - | - | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 93 | 93 | 92 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 22 | 66 | 115 | 195 | 251 | 38 |



Timings
6：CR 5 \＆Colliers Pkwy／Erie HS

|  | $\rangle$ |  |  | 7 |  | 4 | $\uparrow$ | 7 |  | $\downarrow$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | \％ | $\uparrow$ | 「 | ${ }^{*}$ | $\hat{\beta}$ | \％ | 个4 | F | \％ | 个 $\uparrow$ | F |
| Traffic Volume（vph） | 21 | 20 | 134 | 64 | 21 | 198 | 539 | 16 | － | 469 | 26 |
| Future Volume（vph） | 21 | 20 | 134 | 64 | 21 | 198 | 539 | 16 | 9 | 469 | 26 |
| Turn Type | pm＋pt | NA | Perm | pm＋pt | NA | pm＋pt | NA | Perm | pm＋pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 47.0 | 47.0 | 10.0 | 47.0 | 47.0 |
| Total Split（\％） | 11．1\％ | 25．6\％ | 25．6\％ | 11．1\％ | 25．6\％ | 11．1\％ | 52．2\％ | 52．2\％ | 11．1\％ | 52．2\％ | 52．2\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max | Max |
| Act Effct Green（s） | 10.9 | 7.0 | 7.0 | 12.9 | 11.0 | 51.8 | 50.9 | 50.9 | 47.7 | 42.7 | 42.7 |
| Actuated g／C Ratio | 0.14 | 0.09 | 0.09 | 0.17 | 0.14 | 0.67 | 0.66 | 0.66 | 0.61 | 0.55 | 0.55 |
| v／c Ratio | 0.10 | 0.12 | 0.51 | 0.29 | 0.14 | 0.35 | 0.24 | 0.02 | 0.02 | 0.25 | 0.03 |
| Control Delay | 25.5 | 34.5 | 13.1 | 28.8 | 23.7 | 7.5 | 7.2 | 0.0 | 5.4 | 10.3 | 0.0 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 25.5 | 34.5 | 13.1 | 28.8 | 23.7 | 7.5 | 7.2 | 0.0 | 5.4 | 10.3 | 0.0 |
| LOS | C | C | B | C | C | A | A | A | A | B | A |
| Approach Delay |  | 17.0 |  |  | 27.0 |  | 7.1 |  |  | 9.7 |  |
| Approach LOS |  | B |  |  | C |  | A |  |  | A |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |

Cycle Length： 90
Actuated Cycle Length： 77.6
Natural Cycle： 70
Control Type：Semi Act－Uncoord
Maximum v／c Ratio： 0.51
Intersection Signal Delay： 10.4
Intersection LOS：B
Intersection Capacity Utilization 46．6\％
ICU Level of Service A
Analysis Period（min） 15
Splits and Phases：6：CR 5 \＆Colliers Pkwy／Erie HS





|  | $\rangle$ |  |  |  |  | 4 | $\dagger$ |  |  | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | \% | $\uparrow$ | $\stackrel{7}{ }$ | ${ }^{*}$ | $\uparrow$ | ${ }^{7}$ | $\uparrow$ | F | \% | $\uparrow$ | 「 |
| Traffic Volume (vph) | 8 | 2 | 51 | 54 | 2 | 88 | 430 | 50 | 22 | 388 | 13 |
| Future Volume (vph) | 8 | 2 | 51 | 54 | 2 | 88 | 430 | 50 | 22 | 388 | 13 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | pm+pt | NA | Perm | pm+pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split (s) | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 67.0 | 67.0 | 10.0 | 67.0 | 67.0 |
| Total Split (\%) | 9.1\% | 20.9\% | 20.9\% | 9.1\% | 20.9\% | 9.1\% | 60.9\% | 60.9\% | 9.1\% | 60.9\% | 60.9\% |
| Yellow Time (s) | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | C-Max | None | C-Max | C-Max |
| Act Effct Green (s) | 10.0 | 6.1 | 6.1 | 13.0 | 12.1 | 85.9 | 82.3 | 82.3 | 81.9 | 76.0 | 76.0 |
| Actuated g/C Ratio | 0.09 | 0.06 | 0.06 | 0.12 | 0.11 | 0.78 | 0.75 | 0.75 | 0.74 | 0.69 | 0.69 |
| v/c Ratio | 0.06 | 0.02 | 0.28 | 0.37 | 0.14 | 0.14 | 0.33 | 0.04 | 0.03 | 0.32 | 0.01 |
| Control Delay | 40.8 | 48.5 | 3.4 | 48.9 | 20.2 | 3.8 | 7.7 | 0.1 | 3.6 | 8.9 | 0.0 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 40.8 | 48.5 | 3.4 | 48.9 | 20.2 | 3.8 | 7.7 | 0.1 | 3.6 | 8.9 | 0.0 |
| LOS | D | D | A | D | C | A | A | A | A | A | A |
| Approach Delay |  | 9.8 |  |  | 39.8 |  | 6.4 |  |  | 8.4 |  |
| Approach LOS |  | A |  |  | D |  | A |  |  | A |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |
| Cycle Length: 110 |  |  |  |  |  |  |  |  |  |  |  |
| Actuated Cycle Length: 110 |  |  |  |  |  |  |  |  |  |  |  |
| Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBTL, Start of Green |  |  |  |  |  |  |  |  |  |  |  |
| Natural Cycle: 70 |  |  |  |  |  |  |  |  |  |  |  |
| Control Type: Actuated-Coordinated |  |  |  |  |  |  |  |  |  |  |  |
| Maximum v/c Ratio: 0.37 |  |  |  |  |  |  |  |  |  |  |  |
| Intersection Signal Delay: 9.7 |  |  |  | Intersection LOS: A |  |  |  |  |  |  |  |
| Intersection Capacity Utilization 49.0\% |  |  |  | ICU Level of Service A |  |  |  |  |  |  |  |
| Analysis Period (min) 15 |  |  |  |  |  |  |  |  |  |  |  |

Splits and Phases: 103: CR 5 \& Flora View Dr/Soaring Heights PK-8


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 3.5 |  |  |  |  |  |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
| Lane Configurations | $\mathbf{1}$ | $\mathbf{r}$ | $\mathbf{4}$ | $\mathbf{r}$ | $\mathbf{1}$ | 个 |
| Traffic Vol, veh/h | 16 | 154 | 203 | 17 | 71 | 220 |
| Future Vol, veh/h | 16 | 154 | 203 | 17 | 71 | 220 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | 200 | - | 200 | 200 | - |
| Veh in Median Storage, \# | 0 | - | 0 | - | - | 0 |
| Grade, \% | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 89 | 89 | 89 | 89 | 89 | 89 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 18 | 173 | 228 | 19 | 80 | 247 |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 0.4 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | $\uparrow$ |  | 1 | 4 | 1 | $\mathbf{7}$ |
| Traffic Vol, veh/h | 83 | 1 | 2 | 146 | 2 | 7 |
| Future Vol, veh/h | 83 | 1 | 2 | 146 | 2 | 7 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | 225 | - | - | 0 |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 86 | 86 | 86 | 86 | 86 | 86 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 97 | 1 | 2 | 170 | 2 | 8 |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 1 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | F |  |  | 4 | Mr |  |
| Traffic Vol, veh/h | 88 | 1 | 7 | 144 | 4 | 20 |
| Future Vol, veh/h | 88 | 1 | 7 | 144 | 4 | 20 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | 225 | - | 0 | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 86 | 86 | 86 | 86 | 86 | 86 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 102 | 1 | 8 | 167 | 5 | 23 |





|  | 4 |  |  |  |  | 4 | 4 | $p$ |  | $\downarrow$ | $\checkmark$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | \％ | $\uparrow$ | F | \％ | $\uparrow$ | \％ | 性 | 「 | \％ | 性 | 「 |
| Traffic Volume（vph） | 78 | 102 | 228 | 162 | 52 | 128 | 496 | 79 | 41 | 543 | 35 |
| Future Volume（vph） | 78 | 102 | 228 | 162 | 52 | 128 | 496 | 79 | 41 | 543 | 35 |
| Turn Type | pm＋pt | NA | Perm | pm＋pt | NA | $\mathrm{pm}+\mathrm{pt}$ | NA | Perm | pm＋pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 10.0 | 22.0 | 22.0 | 16.0 | 28.0 | 10.0 | 42.0 | 42.0 | 10.0 | 42.0 | 42.0 |
| Total Split（\％） | 11．1\％ | 24．4\％ | 24．4\％ | 17．8\％ | 31．1\％ | 11．1\％ | 46．7\％ | 46．7\％ | 11．1\％ | 46．7\％ | 46．7\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max | Max |
| Act Effct Green（s） | 19.0 | 14.0 | 14.0 | 30.0 | 22.1 | 43.1 | 39.2 | 39.2 | 42.1 | 37.1 | 37.1 |
| Actuated g／C Ratio | 0.22 | 0.16 | 0.16 | 0.34 | 0.25 | 0.49 | 0.45 | 0.45 | 0.48 | 0.43 | 0.43 |
| $\mathrm{V} / \mathrm{C}$ Ratio | 0.28 | 0.68 | 0.53 | 0.91 | 0.35 | 0.34 | 0.33 | 0.19 | 0.19 | 0.38 | 0.05 |
| Control Delay | 22.9 | 46.6 | 9.1 | 54.8 | 24.6 | 13.6 | 17.4 | 1.6 | 11.7 | 18.5 | 0.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 22.9 | 46.6 | 9.1 | 54.8 | 24.6 | 13.6 | 17.4 | 1.6 | 11.7 | 18.5 | 0.1 |
| LOS | C | D | A | D | C | B | B | A | B | B | A |
| Approach Delay |  | 25.7 |  |  | 44.6 |  | 13.7 |  |  | 16.8 |  |
| Approach LOS |  | C |  |  | D |  | B |  |  | B |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |

Cycle Length： 90
Actuated Cycle Length： 87.1
Natural Cycle： 70
Control Type：Semi Act－Uncoord
Maximum v／c Ratio： 0.91
Intersection Signal Delay： 23.0
Intersection LOS：C
Intersection Capacity Utilization 50．6\％ ICU Level of Service A
Analysis Period（min） 15
Splits and Phases：6：CR 5 \＆Colliers Pkwy／Erie HS


|  | 4 | $\rightarrow$ |  | 7 |  | 4 | 4 | 4 | $p$ | ＊ | $\frac{1}{7}$ | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | 71 | 中4 | 7 | ${ }^{7}$ | 44 | 「 | \％ | 中4 | 「 | 7 | 44 | 「 |
| Traffic Volume（vph） | 319 | 630 | 162 | 65 | 685 | 390 | 301 | 244 | 76 | 375 | 242 | 313 |
| Future Volume（vph） | 319 | 630 | 162 | 65 | 685 | 390 | 301 | 244 | 76 | 375 | 242 | 313 |
| Turn Type | Prot | NA | Perm | pm＋pt | NA | Perm | Prot | NA | Perm | Prot | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 |  | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases |  |  | 4 | 8 |  | 8 |  |  | 2 |  |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 20.0 | 49.0 | 49.0 | 10.0 | 39.0 | 39.0 | 19.0 | 28.0 | 28.0 | 23.0 | 32.0 | 32.0 |
| Total Split（\％） | 18．2\％ | 44．5\％ | 44．5\％ | 9．1\％ | 35．5\％ | 35．5\％ | 17．3\％ | 25．5\％ | 25．5\％ | 20．9\％ | 29．1\％ | 29．1\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | Max | Max | None | Max | Max | None | None | None | None | None | None |
| Act Effct Green（s） | 13.5 | 45.5 | 45.5 | 39.8 | 34.8 | 34.8 | 12.9 | 13.1 | 13.1 | 15.5 | 15.7 | 15.7 |
| Actuated g／C Ratio | 0.14 | 0.47 | 0.47 | 0.41 | 0.36 | 0.36 | 0.13 | 0.14 | 0.14 | 0.16 | 0.16 | 0.16 |
| v／c Ratio | 0.70 | 0.40 | 0.20 | 0.19 | 0.56 | 0.49 | 0.69 | 0.53 | 0.22 | 0.71 | 0.44 | 0.73 |
| Control Delay | 49.1 | 19.3 | 3.7 | 14.4 | 28.5 | 5.0 | 49.7 | 43.6 | 1.4 | 47.3 | 39.0 | 22.8 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 49.1 | 19.3 | 3.7 | 14.4 | 28.5 | 5.0 | 49.7 | 43.6 | 1.4 | 47.3 | 39.0 | 22.8 |
| LOS | D | B | A | B | C | A | D | D | A | D | D | C |
| Approach Delay |  | 25.6 |  |  | 19.6 |  |  | 41.4 |  |  | 36.9 |  |
| Approach LOS |  | C |  |  | B |  |  | D |  |  | D |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |  |
| Cycle Length： 110 |  |  |  |  |  |  |  |  |  |  |  |  |
| Actuated Cycle Length： 97 |  |  |  |  |  |  |  |  |  |  |  |  |
| Natural Cycle： 70 |  |  |  |  |  |  |  |  |  |  |  |  |
| Control Type：Semi Act－Uncoord |  |  |  |  |  |  |  |  |  |  |  |  |
| Maximum v／c Ratio： 0.73 |  |  |  |  |  |  |  |  |  |  |  |  |
| Intersection Signal Delay： 29.2 |  |  |  | Intersection LOS：C |  |  |  |  |  |  |  |  |
| Intersection Capacity Utilization 62．1\％ |  |  |  | ICU Level of Service B |  |  |  |  |  |  |  |  |
| Analysis Period（min） 15 |  |  |  |  |  |  |  |  |  |  |  |  |
| Splits and Phases：7：CR 5 \＆Erie Pkwy |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }_{\square 1}$ |  |  |  |  | 163 | $\rightarrow \square 4$ |  |  |  |  |  |  |
| 23 s |  |  |  |  | s | 49 s |  |  |  |  |  |  |
| $\psi_{\varnothing 5}$ |  |  |  |  | $\psi_{07}$ |  | Ø8 |  |  |  |  |  |
| 19 s | 32 s |  |  |  | 20 s |  | 39 s |  |  |  |  |  |






| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 0.5 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | $\boldsymbol{F}$ |  |  | 4 | i | $\mathbf{T}$ |
| Traffic Vol, veh/h | 139 | 2 | 9 | 108 | 1 | 5 |
| Future Vol, veh/h | 139 | 2 | 9 | 108 | 1 | 5 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | 225 | - | - | 0 |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 93 | 93 | 93 | 93 | 93 | 93 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 149 | 2 | 10 | 116 | 1 | 5 |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 1.2 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | $\boldsymbol{F}$ |  |  | 4 | Y |  |
| Traffic Vol, veh/h | 138 | 6 | 26 | 114 | 3 | 15 |
| Future Vol, veh/h | 138 | 6 | 26 | 114 | 3 | 15 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | 225 | - | 0 | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 93 | 93 | 93 | 93 | 93 | 93 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 148 | 6 | 28 | 123 | 3 | 16 |





|  | $\stackrel{ }{*}$ |  |  |  |  | 4 | $\dagger$ | 7 |  | $\downarrow$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | \％ | 4 | F | \％ | $\uparrow$ | \％ | 个 $\uparrow$ | 「 | \％ | 4 $\uparrow$ | 「 |
| Traffic Volume（vph） | 32 | 21 | 160 | 64 | 23 | 266 | 446 | 16 | 9 | 450 | 35 |
| Future Volume（vph） | 32 | 21 | 160 | 64 | 23 | 266 | 446 | 16 | 9 | 450 | 35 |
| Turn Type | pm＋pt | NA | Perm | pm＋pt | NA | $\mathrm{pm}+\mathrm{pt}$ | NA | Perm | pm＋pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 47.0 | 47.0 | 10.0 | 47.0 | 47.0 |
| Total Split（\％） | 11．1\％ | 25．6\％ | 25．6\％ | 11．1\％ | 25．6\％ | 11．1\％ | 52．2\％ | 52．2\％ | 11．1\％ | 52．2\％ | 52．2\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max | Max |
| Act Effct Green（s） | 11.1 | 7.3 | 7.3 | 13.1 | 11.2 | 51.3 | 50.4 | 50.4 | 47.2 | 42.2 | 42.2 |
| Actuated g／C Ratio | 0.14 | 0.09 | 0.09 | 0.17 | 0.14 | 0.66 | 0.65 | 0.65 | 0.61 | 0.55 | 0.55 |
| $\mathrm{V} / \mathrm{C}$ Ratio | 0.15 | 0.13 | 0.56 | 0.29 | 0.14 | 0.46 | 0.20 | 0.02 | 0.01 | 0.24 | 0.04 |
| Control Delay | 26.1 | 34.2 | 13.7 | 28.5 | 23.9 | 9.4 | 7.1 | 0.0 | 5.7 | 10.4 | 0.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 26.1 | 34.2 | 13.7 | 28.5 | 23.9 | 9.4 | 7.1 | 0.0 | 5.7 | 10.4 | 0.1 |
| LOS | C | C | B | C | C | A | A | A | A | B | A |
| Approach Delay |  | 17.5 |  |  | 26.8 |  | 7.8 |  |  | 9.6 |  |
| Approach LOS |  | B |  |  | C |  | A |  |  | A |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |

Cycle Length： 90
Actuated Cycle Length： 77.3
Natural Cycle： 70
Control Type：Semi Act－Uncoord
Maximum v／c Ratio： 0.56
Intersection Signal Delay： 11.0
Intersection LOS：B
Intersection Capacity Utilization 49．9\％
ICU Level of Service A
Analysis Period（min） 15
Splits and Phases：6：CR 5 \＆Colliers Pkwy／Erie HS





| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |












Timings
6：CR 5 \＆Colliers Pkwy／Erie HS

|  | 4 |  |  |  |  | 4 | $\uparrow$ | $p$ |  | $\downarrow$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | ＊ | $\uparrow$ | 「 | ${ }^{1}$ | f | ${ }^{1}$ | 个4 | 「 | ${ }^{*}$ | 个4 | 「 |
| Traffic Volume（vph） | 78 | 102 | 228 | 162 | 52 | 128 | 540 | 79 | 51 | 677 | 35 |
| Future Volume（vph） | 78 | 102 | 228 | 162 | 52 | 128 | 540 | 79 | 51 | 677 | 35 |
| Turn Type | pm＋pt | NA | Perm | pm＋pt | NA | pm＋pt | NA | Perm | pm＋pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 10.0 | 22.0 | 22.0 | 16.0 | 28.0 | 10.0 | 42.0 | 42.0 | 10.0 | 42.0 | 42.0 |
| Total Split（\％） | 11．1\％ | 24．4\％ | 24．4\％ | 17．8\％ | 31．1\％ | 11．1\％ | 46．7\％ | 46．7\％ | 11．1\％ | 46．7\％ | 46．7\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max | Max |
| Act Effct Green（s） | 19.0 | 14.0 | 14.0 | 30.0 | 22.1 | 43.1 | 39.2 | 39.2 | 42.1 | 37.1 | 37.1 |
| Actuated g／C Ratio | 0.22 | 0.16 | 0.16 | 0.34 | 0.25 | 0.49 | 0.45 | 0.45 | 0.48 | 0.43 | 0.43 |
| v／c Ratio | 0.28 | 0.68 | 0.56 | 0.91 | 0.36 | 0.41 | 0.36 | 0.19 | 0.25 | 0.48 | 0.05 |
| Control Delay | 23.0 | 46.6 | 12.3 | 54.8 | 24.5 | 15.1 | 17.7 | 1.6 | 12.2 | 19.8 | 0.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 23.0 | 46.6 | 12.3 | 54.8 | 24.5 | 15.1 | 17.7 | 1.6 | 12.2 | 19.8 | 0.1 |
| LOS | C | D | B | D | C | B | B | A | B | B | A |
| Approach Delay |  | 27.2 |  |  | 44.4 |  | 14.4 |  |  | 18.0 |  |
| Approach LOS |  | C |  |  | D |  | B |  |  | B |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |

Cycle Length： 90
Actuated Cycle Length： 87.1
Natural Cycle： 70
Control Type：Semi Act－Uncoord
Maximum v／c Ratio： 0.91
Intersection Signal Delay： 23.4
Intersection LOS：C
Intersection Capacity Utilization 54．3\％ ICU Level of Service A
Analysis Period（min） 15
Splits and Phases：6：CR 5 \＆Colliers Pkwy／Erie HS


|  | 4 | $\rightarrow$ |  | $\checkmark$ |  | 4 | 4 | $\dagger$ | $p$ | ， | $\frac{1}{7}$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | 7 | 中4 | 7 | ${ }^{7}$ | 44 | F＇ | 4 | 44 | 「 | ${ }^{7 \% 1}$ | 中4 | 「 |
| Traffic Volume（vph） | 333 | 630 | 162 | 65 | 685 | 408 | 301 | 254 | 76 | 431 | 273 | 358 |
| Future Volume（vph） | 333 | 630 | 162 | 65 | 685 | 408 | 301 | 254 | 76 | 431 | 273 | 358 |
| Turn Type | Prot | NA | Perm | pm＋pt | NA | Perm | Prot | NA | Perm | Prot | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 |  | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases |  |  | 4 | 8 |  | 8 |  |  | 2 |  |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 20.0 | 49.0 | 49.0 | 10.0 | 39.0 | 39.0 | 19.0 | 28.0 | 28.0 | 23.0 | 32.0 | 32.0 |
| Total Split（\％） | 18．2\％ | 44．5\％ | 44．5\％ | 9．1\％ | 35．5\％ | 35．5\％ | 17．3\％ | 25．5\％ | 25．5\％ | 20．9\％ | 29．1\％ | 29．1\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | Max | Max | None | Max | Max | None | None | None | None | None | None |
| Act Effct Green（s） | 13.8 | 45.6 | 45.6 | 39.5 | 34.5 | 34.5 | 12.9 | 14.7 | 14.7 | 16.6 | 18.4 | 18.4 |
| Actuated g／C Ratio | 0.14 | 0.46 | 0.46 | 0.40 | 0.35 | 0.35 | 0.13 | 0.15 | 0.15 | 0.17 | 0.18 | 0.18 |
| v／c Ratio | 0.73 | 0.41 | 0.21 | 0.20 | 0.58 | 0.52 | 0.71 | 0.51 | 0.21 | 0.78 | 0.44 | 0.78 |
| Control Delay | 51.9 | 20.7 | 3.9 | 15.6 | 30.4 | 5.2 | 52.1 | 42.8 | 1.3 | 51.5 | 38.2 | 27.5 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 51.9 | 20.7 | 3.9 | 15.6 | 30.4 | 5.2 | 52.1 | 42.8 | 1.3 | 51.5 | 38.2 | 27.5 |
| LOS | D | C | A | B | C | A | D | D | A | D | D | C |
| Approach Delay |  | 27.5 |  |  | 20.7 |  |  | 42.2 |  |  | 40.0 |  |
| Approach LOS |  | C |  |  | C |  |  | D |  |  | D |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |  |
| Cycle Length： 110 |  |  |  |  |  |  |  |  |  |  |  |  |
| Actuated Cycle Length： 99.8 |  |  |  |  |  |  |  |  |  |  |  |  |
| Natural Cycle： 75 |  |  |  |  |  |  |  |  |  |  |  |  |
| Control Type：Semi Act－Uncoord |  |  |  |  |  |  |  |  |  |  |  |  |
| Maximum v／c Ratio： 0.78 |  |  |  |  |  |  |  |  |  |  |  |  |
| Intersection Signal Delay： 31.2 |  |  |  | Intersection LOS：C |  |  |  |  |  |  |  |  |
| Intersection Capacity Utilization 64．4\％ |  |  |  | ICU Level of Service C |  |  |  |  |  |  |  |  |
| Analysis Period（min） 15 |  |  |  |  |  |  |  |  |  |  |  |  |
| Splits and Phases：7：CR 5 \＆Erie Pkwy |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }_{\emptyset 1}$ | $\mathrm{Y}_{\boxed{ }}$ |  |  |  | 403 | $\rightarrow \square 84$ |  |  |  |  |  |  |
| 23 s | 28 s |  |  |  | s | 49 s |  |  |  |  |  |  |
| ${ }^{4}$ |  |  |  |  | $\boxed{\square 7}$ |  | Ø8 |  |  |  |  |  |
| 19 s | 32 s |  |  |  | 20 s |  | 39 s |  |  |  |  |  |




|  | $\stackrel{ }{*}$ |  |  |  |  |  |  | 7 |  | $\downarrow$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | ${ }^{7}$ | $\uparrow$ | $\stackrel{7}{ }$ | \% | $\hat{\beta}$ | \% | 4 | 「 | ${ }^{7}$ | $\uparrow$ | 「 |
| Traffic Volume (vph) | 19 | 28 | 136 | 202 | 10 | 43 | 378 | 206 | 84 | 394 | 6 |
| Future Volume (vph) | 19 | 28 | 136 | 202 | 10 | 43 | 378 | 206 | 84 | 394 | 6 |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | pm+pt | NA | Perm | pm+pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split (s) | 10.0 | 23.0 | 23.0 | 30.0 | 43.0 | 10.0 | 47.0 | 47.0 | 10.0 | 47.0 | 47.0 |
| Total Split (\%) | 9.1\% | 20.9\% | 20.9\% | 27.3\% | 39.1\% | 9.1\% | 42.7\% | 42.7\% | 9.1\% | 42.7\% | 42.7\% |
| Yellow Time (s) | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | C-Max | C-Max | None | C-Max | C-Max |
| Act Effct Green (s) | 12.5 | 7.5 | 7.5 | 36.3 | 32.3 | 55.3 | 48.5 | 48.5 | 62.8 | 54.0 | 54.0 |
| Actuated g/C Ratio | 0.11 | 0.07 | 0.07 | 0.33 | 0.29 | 0.50 | 0.44 | 0.44 | 0.57 | 0.49 | 0.49 |
| v/c Ratio | 0.12 | 0.24 | 0.55 | 0.83 | 0.29 | 0.10 | 0.49 | 0.44 | 0.36 | 0.46 | 0.01 |
| Control Delay | 28.0 | 52.2 | 12.9 | 47.0 | 7.4 | 12.0 | 25.8 | 3.9 | 12.6 | 19.8 | 0.0 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 28.0 | 52.2 | 12.9 | 47.0 | 7.4 | 12.0 | 25.8 | 3.9 | 12.6 | 19.8 | 0.0 |
| LOS | C | D | B | D | A | B | C | A | B | B | A |
| Approach Delay |  | 20.5 |  |  | 35.5 |  | 14.6 |  |  | 17.5 |  |
| Approach LOS |  | C |  |  | D |  | B |  |  | B |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |
| Cycle Length: 110 |  |  |  |  |  |  |  |  |  |  |  |
| Actuated Cycle Length: 110 |  |  |  |  |  |  |  |  |  |  |  |
| Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBTL, Start of Green |  |  |  |  |  |  |  |  |  |  |  |
| Natural Cycle: 70 |  |  |  |  |  |  |  |  |  |  |  |
| Control Type: Actuated-Coordinated |  |  |  |  |  |  |  |  |  |  |  |
| Maximum v/c Ratio: 0.83 |  |  |  |  |  |  |  |  |  |  |  |
| Intersection Signal Delay: 21.3 |  |  |  | Intersection LOS: C |  |  |  |  |  |  |  |
| Intersection Capacity Utilization 55.3\% |  |  |  | ICU Level of Service B |  |  |  |  |  |  |  |
| Analysis Period (min) 15 |  |  |  |  |  |  |  |  |  |  |  |

Splits and Phases: 103: CR 5 \& Flora View Dr/Soaring Heights PK-8


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 4.2 |  |  |  |  |  |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
| Lane Configurations | $\mathbf{T}$ | $\mathbf{7}$ | $\mathbf{F}$ | $\mathbf{1}$ | 4 |  |
| Traffic Vol, veh/h | 21 | 127 | 245 | 23 | 193 | 234 |
| Future Vol, veh/h | 21 | 127 | 245 | 23 | 193 | 234 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | 200 | - | 200 | 200 | - |
| Veh in Median Storage, \# | 0 | - | 0 | - | - | 0 |
| Grade, \% | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 86 | 86 | 86 | 86 | 86 | 86 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 24 | 148 | 285 | 27 | 224 | 272 |










| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 2.6 |  |  |  |  |  |
| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
| Lane Configurations | Mr |  |  | 个 | 个 | $\mathbf{7}$ |
| Traffic Vol, veh/h | 20 | 61 | 106 | 229 | 293 | 35 |
| Future Vol, veh/h | 20 | 61 | 106 | 229 | 293 | 35 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | 300 | - | - | 235 |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 93 | 93 | 92 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 22 | 66 | 115 | 246 | 315 | 38 |



Timings
6：CR 5 \＆Colliers Pkwy／Erie HS

|  | $\rangle$ |  |  |  |  | 4 | $\dagger$ | 7 |  | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | \％ | 4 | 「 | ${ }^{7}$ | $\uparrow$ | \％ | 乐 | 「 | \％ | 个 $\uparrow$ | 「 |
| Traffic Volume（vph） | 32 | 21 | 160 | 64 | 23 | 266 | 623 | 16 | 11 | 551 | 35 |
| Future Volume（vph） | 32 | 21 | 160 | 64 | 23 | 266 | 623 | 16 | 11 | 551 | 35 |
| Turn Type | pm＋pt | NA | Perm | pm＋pt | NA | $\mathrm{pm}+\mathrm{pt}$ | NA | Perm | pm＋pt | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases | 4 |  | 4 | 8 |  | 2 |  | 2 | 6 |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 10.0 | 47.0 | 47.0 | 10.0 | 47.0 | 47.0 |
| Total Split（\％） | 11．1\％ | 25．6\％ | 25．6\％ | 11．1\％ | 25．6\％ | 11．1\％ | 52．2\％ | 52．2\％ | 11．1\％ | 52．2\％ | 52．2\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | Max | Max | None | Max | Max |
| Act Effct Green（s） | 11.1 | 7.3 | 7.3 | 13.1 | 11.2 | 51.3 | 50.4 | 50.4 | 47.2 | 42.2 | 42.2 |
| Actuated g／C Ratio | 0.14 | 0.09 | 0.09 | 0.17 | 0.14 | 0.66 | 0.65 | 0.65 | 0.61 | 0.55 | 0.55 |
| v／c Ratio | 0.15 | 0.13 | 0.56 | 0.29 | 0.15 | 0.52 | 0.28 | 0.02 | 0.02 | 0.30 | 0.04 |
| Control Delay | 26.1 | 34.2 | 13.7 | 28.5 | 23.6 | 10.7 | 7.6 | 0.0 | 5.6 | 10.8 | 0.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 26.1 | 34.2 | 13.7 | 28.5 | 23.6 | 10.7 | 7.6 | 0.0 | 5.6 | 10.8 | 0.1 |
| LOS | C | C | B | C | C | B | A | A | A | B | A |
| Approach Delay |  | 17.5 |  |  | 26.7 |  | 8.4 |  |  | 10.1 |  |
| Approach LOS |  | B |  |  | C |  | A |  |  | B |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |

Cycle Length： 90
Actuated Cycle Length： 77.3
Natural Cycle： 70
Control Type：Semi Act－Uncoord
Maximum v／c Ratio： 0.56
Intersection Signal Delay： 11.0
Intersection LOS：B
Intersection Capacity Utilization 52．7\％
ICU Level of Service A
Analysis Period（min） 15
Splits and Phases：6：CR 5 \＆Colliers Pkwy／Erie HS


|  | 4 | $\rightarrow$ |  | 4 |  | 4 | 4 | 4 | $p$ | （ | $\frac{1}{7}$ | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations | 17 | 中4 | F＇ | ${ }^{7}$ | 44 | F | \％ | 中4 | 「 | 7 | 44 | 「 |
| Traffic Volume（vph） | 272 | 868 | 389 | 88 | 614 | 377 | 329 | 305 | 76 | 319 | 258 | 197 |
| Future Volume（vph） | 272 | 868 | 389 | 88 | 614 | 377 | 329 | 305 | 76 | 319 | 258 | 197 |
| Turn Type | Prot | NA | Perm | pm＋pt | NA | Perm | Prot | NA | Perm | Prot | NA | Perm |
| Protected Phases | 7 | 4 |  | 3 | 8 |  | 5 | 2 |  | 1 | 6 |  |
| Permitted Phases |  |  | 4 | 8 |  | 8 |  |  | 2 |  |  | 6 |
| Detector Phase | 7 | 4 | 4 | 3 | 8 | 8 | 5 | 2 | 2 | 1 | 6 | 6 |
| Switch Phase |  |  |  |  |  |  |  |  |  |  |  |  |
| Minimum Initial（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split（s） | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 | 10.0 | 23.0 | 23.0 |
| Total Split（s） | 20.0 | 50.0 | 50.0 | 10.0 | 40.0 | 40.0 | 20.0 | 30.0 | 30.0 | 20.0 | 30.0 | 30.0 |
| Total Split（\％） | 18．2\％ | 45．5\％ | 45．5\％ | 9．1\％ | 36．4\％ | 36．4\％ | 18．2\％ | 27．3\％ | 27．3\％ | 18．2\％ | 27．3\％ | 27．3\％ |
| Yellow Time（s） | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| All－Red Time（s） | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust（s） | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time（s） | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Lead／Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag |
| Lead－Lag Optimize？ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | Max | Max | None | Max | Max | None | None | None | None | None | None |
| Act Effct Green（s） | 12.7 | 46.2 | 46.2 | 41.3 | 36.3 | 36.3 | 13.6 | 14.0 | 14.0 | 13.5 | 13.8 | 13.8 |
| Actuated g／C Ratio | 0.13 | 0.48 | 0.48 | 0.43 | 0.38 | 0.38 | 0.14 | 0.15 | 0.15 | 0.14 | 0.14 | 0.14 |
| v／c Ratio | 0.62 | 0.53 | 0.42 | 0.32 | 0.48 | 0.46 | 0.70 | 0.61 | 0.21 | 0.69 | 0.53 | 0.52 |
| Control Delay | 46.8 | 20.4 | 3.3 | 15.2 | 25.5 | 4.6 | 48.6 | 44.5 | 1.3 | 48.3 | 42.6 | 10.3 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 46.8 | 20.4 | 3.3 | 15.2 | 25.5 | 4.6 | 48.6 | 44.5 | 1.3 | 48.3 | 42.6 | 10.3 |
| LOS | D | C | A | B | C | A | D | D | A | D | D | B |
| Approach Delay |  | 20.7 |  |  | 17.4 |  |  | 41.8 |  |  | 36.4 |  |
| Approach LOS |  | C |  |  | B |  |  | D |  |  | D |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |  |  |  |
| Cycle Length： 110 |  |  |  |  |  |  |  |  |  |  |  |  |
| Actuated Cycle Length： 96.5 |  |  |  |  |  |  |  |  |  |  |  |  |
| Natural Cycle： 70 |  |  |  |  |  |  |  |  |  |  |  |  |
| Control Type：Semi Act－Uncoord |  |  |  |  |  |  |  |  |  |  |  |  |
| Maximum v／c Ratio： 0.70 |  |  |  |  |  |  |  |  |  |  |  |  |
| Intersection Signal Delay： 26.5 |  |  |  | Intersection LOS：C |  |  |  |  |  |  |  |  |
| Intersection Capacity Utilization 63．1\％ |  |  |  | ICU Level of Service B |  |  |  |  |  |  |  |  |
| Analysis Period（min） 15 |  |  |  |  |  |  |  |  |  |  |  |  |
| Splits and Phases：7：CR 5 \＆Erie Pkwy |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }_{\square 1}$ | $\square 2$ |  |  |  | $\square 3$ | $\rightarrow 784$ |  |  |  |  |  |  |
| 20 s | 30 s |  |  |  |  | 50 s |  |  |  |  |  |  |
| $\psi_{\varnothing 5}$ |  |  |  | Ø7 |  |  | 408 |  |  |  |  |  |
| 20 s | 30 s |  |  | 20 s |  |  | 40 s |  |  |  |  |  |





# ALTA Commitment for Title Insurance <br> 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.

[^0]
## 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.

[^1]
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| Form 50004008 (8-23-18) | Page 2 of 12 | ALTA Commitment for Title Insurance (8-1-16) |
| :--- | :--- | :--- |

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

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

## 8. PRO-FORMA POLICY

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

## 9. ARBITRATION

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

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

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# ALTA Commitment for Title Insurance 

## Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Issuing Office: 1125 17th Street, Suite 500, Denver, CO

Commercial Services
Commitment No.: NCS-1063255-CO
Property Address: Bridgewater Amendment No 2, Erie, CO

80202
Phone Number: (303)876-1112
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) $\square$ ALTA® Owner's Policy (6-17-06) Proposed Insured: Proposed Policy Amount: \$
(b) $\square$ 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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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 $S 9+^{\circ} 02^{\prime} 00$ " W, $2,648.14$ feet (basis of bearings);

Thence S $89^{\circ} 01^{\prime} 00{ }^{\prime \prime} \mathrm{W}, 2648.14$ feet along the Southerly line of the Southeast quarter;
Thence $N 00^{\circ} 01^{\prime} 05^{\prime \prime} E, 1,609.82$ 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 $42^{\circ} 44^{\prime} 02^{\prime \prime} \mathrm{E}, 466.98$ 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 $53^{\circ} 31^{\prime} 41^{\prime \prime}$, and a chord bearing N $69^{\circ} 30^{\prime} 255^{\prime \prime} \mathrm{E}, 1,675.06$ feet;
3) $S 83^{\circ} 44^{\prime} 077^{\prime \prime} W, 2,406.70$ 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

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Commitment No.: NCS-1063255-CO

## SCHEDULE B, PART I

Requirements
LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT


#### Abstract

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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| Form $50004008(8-23-18)$ | Page 6 of 12 | ALTA Commitment for Title Insurance (8-1-16) |
| :--- | :--- | :--- |
| Colorado |  |  |

# ALTA Commitment for Title Insurance <br> ISSUED BY 

First American Title Insurance Company
File No: NCS-1063255-CO

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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| Colorado |  |  |

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-OfWay 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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| :--- | :--- | :--- |
| Colorado |  |  |

## DISCLOSURE STATEMENT

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

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

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

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

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

[^4]| Form 50004008 (8-23-18) | Page 11 of 12 | ALTA Commitment for Title Insurance (8-1-16) |
| :--- | :--- | :--- |

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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| :--- | :--- | :--- | 303.892.1166

## 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,
Arumala
Authorized Signatory for Daybreak Recovery Acquisition LLC
Cc: Michael McDonnell
Jerry B. Richmond III

# PHASE I DRAINAGE REPORT COLLIERS HILL FILING 6 ERIE, COLORADO 

Prepared For:
Daybreak Recovery Acquisition, LLC c/o Raintree Investments Corp. 7200 S. Alton Way, Suite C-400

Centennial, CO 80112

## Prepared By:

Hurst and Associates, Inc.
1265 S. Public Rd., Suite B
Lafayette, CO 80026

Job Number 2527-02
October 27, 2020

## ENGINEERS CERTIFICATION

I hereby certify that this Phase I drainage report for the design of Colliers Hill Filing 6 was prepared by me (or under my direct supervision) in accordance with the provisions of the Town of Erie Standards and Specifications for the owners thereof. I understand that the Town of Erie does not and will not assume liability for drainage facilities designed by others, including the designs presented in this report.


John W. Jorgenson P.E.
Colorado License $\$ 22730$


## TOWN ACCEPTANCE

This report has been reviewed and found to be in general compliance with the Town of Erie Standards and Specifications for Design and Construction and other Town requirements. THE ACCURACY AND VALIDITY OF THE ENGINEERING DESIGN, DETAILS, DIMENSIONS, QUANTITIES, AND CONCEPTS IN THIS REPORT REMAINS THE SOLE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

Accepted by:

## I. GENERAL LOCATION AND DESCRIPTION

Colliers Hill (formerly Daybreak and Bridgewater) is a 940-acre residential community located within Sections 8, 17 and 18, Township 1 North, Range 68 West. Sections 8, 17 and 18 are contiguous and located just east of Old Town Erie, north of Erie Parkway and west of Weld County Road 5. The overall development has a maximum overall density of 2,880 residential units. Colliers Hill Filing 6 is a 151.72 -acre tract of land located within the Southeast Quarter of said Section 8 and at the northwest corner of Weld County Road 10 and Weld County Road 5. Colliers Hill 6 is anticipated to have 454 single-family attached and detached units.

The site is currently undeveloped and covered with native vegetation. The on-site soils are about 50\% Wiley-Colby Complex (Hydrologic Soil Group B) and 50\% approximately Weld Loam soils (Hydrologic Soil Group C). Runoff from the site will be conveyed north and westerly across the site to two proposed ponds (one on site and one off-site) at typical slopes ranging from $1.0 \%$ to $4.0 \%$. The runoff that goes to the west will enter an off-site detention pond and outfall to the regional drainage channel. The runoff that goes to the north will enter an on-site detention pond and outfall to an existing culvert that goes under the RTD Railroad.

## II. DRAINAGE BASINS

Colliers Hill Filing 6 lies within Boulder Creek Drainage Basin. Colliers Hill Filing 6 does not lie within the 100-year floodplain per FIRM Maps 08013C0442J and 08013C0435J dated December 18, 2012. There are no designated wetlands within the proposed development.

Storm runoff from Colliers Hill Filing 6 will drain to two proposed detention ponds. The off-site pond just west of the site will outfall into the regional drainage channel, while the on-site pond to the north will outfall into an existing culvert that goes under RTD railroad. Please refer to Phase III Drainage Report Colliers Hill Filings 4 \& 5 as prepared by Hurst \& Associates, Inc and dated July 27, 2017 for the design of the regional channel.

## III. DRAINAGE FACILITY DESIGN

Storm runoff from the site, the western one-half of Weld County Road 5, and northern one-half of Weld County Road 10 adjacent to the site will be intercepted by a proposed storm sewer system and be conveyed to the two proposed detention ponds. The storm sewer system will be designed for the 2-year minor storm event. The 100-year flows in excess of the storm sewer capacity will be conveyed by streets and swales to the two detention ponds. The western half of the site will drain into a proposed off-site detention pond that will have a downstream impact stilling basin located within the regional channel. The developer is currently working with the adjacent landowner to acquire the necessary easements for the proposed drainage facilities. The eastern half will drain into a proposed on-site detention pond that will outfall to an existing culvert. Release rates will conform with current Town of Erie requirements. Detention pond maintenance will be provide initially by the metropolitan district and ultimately by the Colliers Hill H.O.A. Maintenance access will be provided within the open area.

## IV. SUMMARY

The Colliers Hill Filing 6 drainage facilities will be designed to capture developed runoff and convey those flows to two proposed detention ponds, that will either outfall to the regional drainage channel or an existing culvert. The facilities will generally conform to the Town of Erie's outfall system plan and facilities will be designed using Urban Drainage and Town of Erie Criteria.

This report proposes a conceptual drainage design for the proposed development. Detailed facility design will be presented with Phase II and Phase III drainage reports.

## V. REFERENCES

1. Town of Erie, Colorado. 2019. Standards and Specifications for Design and Construction of Public Improvements.
2. Urban Drainage and Flood Control District. June 2001, Revised August 2018. Urban Storm Drainage Criteria Manual Volumes 1 and 2.
3. Urban Drainage and Flood Control District. October 2019. Urban Storm Drainage Criteria Manual Volume 3, Best Management Practices.
4. Hurst \& Associates, Inc. July 27, 2017 Phase III Drainage Report Colliers Hill Filings $4 \& 5$.
5. Merrick. January 2020 Town of Erie Outfall Systems Plan (East of Coal Creek)

## VI. APPENDICES

Maps........................................................................................Appendix A
$\begin{array}{ll}\text { 1. } & \text { Vicinity Map } \\ \text { 2. } & \text { FIRM Maps } \\ \text { 3. } & \text { Soil Map } \\ \text { 4. } & \text { Outfall System Plan } \\ \text { 5. } & \text { Colliers Hill Filing } 6 \text { Phase } 1 \text { Drainage Plan (Map Pocket) }\end{array}$

APPENDIX A
MAPS

## National Flood Hazard Layer FIRMette



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
$0.2 \%$ Annual Chance Flood Hazard, Areas of 1\% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone $X$
Future Conditions 1\% Annual hance Flood Hazard Zone $X$
Chance Flood Hazard Zone $X$ Area with Reduced Flood
Levee. See Notes. Zone $X$
OTHER AREAS OF
FLOOD HAZARD
Area with Flood Risk due to Levee Zone D

No screen Area of Minimal Flood Hazard Zone $X$
OTHER AREAS

## $\square$ Effective LOMRs

Area of Undetermined Flood Hazard Zone D
GENERAL

-     -         -             - Channel, Culvert, or Storm Sewe

STRUCTURES 1111111 Levee, Dike, or Floodwall

OTHER FEATURES

MAP PANELS
O

Digital Data Available
$\square$ No Digital Data Available Unmapped


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use o digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/23/2020 at 5:01 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images fo unmapped and unmodernized areas cannot be used for regulatory purposes.

## National Flood Hazard Layer FIRMette



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

| SPECIAL FLOOD | Without Base Flood Elevation (BFE) <br> Zone A, V, A99 <br> With BFE or Depth Zone AE, AO, AH, VE, AR |
| :--- | :--- |
| RAZARD AREAS | Regulatory Floodway |
|  | $0.2 \%$ Annual Chance Flood Hazard, Areas <br> of 1\% annual chance flood with average <br> depth less than one foot or with drainage <br> areas of less than one square mile Zone $X$ |
| OTHER AREAS OF | Future Conditions 1\% Annual <br> Chance Flood Hazard Zone $X$ |
| FLOOD HAZARD | Area with Reduced Flood Risk due to <br> Levee. See Notes. Zone $X$ |
| Area with Flood Risk due to Levee Zone $D$ |  |

No screen Area of Minimal Flood Hazard Zone $X$
OTHER AREAS



# B $-\frac{20.2}{17.5}$ Cross Sections with 1\% Annual Chance <br> 17.5 Water Surface Elevation <br> (8)- - - Coastal Transect <br> $\mathrm{mm}_{513 \mathrm{~mm}}$ Base Flood Elevation Line (BFE) <br> L Limit of Study <br> _ Jurisdiction Boundary <br> --- --- Coastal Transect Baseline <br> $\qquad$ Profile Baseline Hydrographic Feature <br> <br> :\% Digital Data Available <br> <br> :\% Digital Data Available <br> No Digital Data Available Unmapped 

OTHER FEATURES

## MAP PANELS

O
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/23/2020 at 5:03 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.


## MAP LEGEND



## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)
Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Weld County, Colorado, Southern Part Survey Area Data: Version 19, Jun 5, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 1, 2018-Oct 31,
2018 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background magery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Hydrologic Soil Group

| Map unit symbol | Map unit name | Rating | Acres in AOI | Percent of AOI |
| :---: | :---: | :---: | :---: | :---: |
| 66 | Ulm clay loam, 0 to 3 percent slopes | C | 0.5 | 0.4\% |
| 79 | Weld loam, 1 to 3 percent slopes | C | 71.8 | 48.0\% |
| 82 | Wiley-Colby complex, 1 to 3 percent slopes | B | 38.6 | 25.8\% |
| 83 | Wiley-Colby complex, 3 to 5 percent slopes | B | 38.5 | 25.8\% |
| Totals for Area of Interest |  |  | 149.5 | 100.0\% |

## Rating Options—Hydrologic Soil Group

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified
Tie-break Rule: Higher


| $\square \square \square$ MERRICK |
| :--- | :--- | :--- | :--- | :--- |



# 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, $6^{\text {th }}$ 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.

## 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

Town of Erie Board of Trustees
645 Holbrook Street
PO BOX 750
Erie, CO 80516
February 26, 2021

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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.
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.

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Bob Bresnahan
Surface Land Advisor, RPL
Crestone Peak Resources
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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


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, $21^{\text {st }}$ 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, $6^{\text {th }}$ 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 448 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<br>Attn: Surface Land<br>1801 California St, Suite 2500<br>Denver, CO 80202<br>Email: bob.bresnahan@crestonepr.com<br>Daybreak Recovery Acquisition LLC<br>1166 Avenue of the Americas, $21^{\text {st }}$ Floor<br>New York, NY 10036<br>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


## 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 $\qquad$ day of May, 2021 (the "Termination Date"), by and between Daybreak Recovery Acquisition LLC whose address is 1250 Avenue of the Americas, $50^{\text {th }}$ 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 $\mathrm{SE} / 4$, Section 8, Township 1 North, Range 68 West, $6{ }^{\text {th }}$ 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: $\qquad$
Name: $\qquad$
Title: $\qquad$

STATE OF $\qquad$ )
) ss .
COUNTY OF $\qquad$ )

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 $\qquad$ day of $\qquad$ , 2021.

Printed Name:
My Commission Expires:

## CRESTONE:

Crestone Peak Resources Holdings LLC, a Delaware limited liability company

By: $\qquad$
Name: Shea Kauffman
Title: VP, Land
STATE OF $\qquad$ )
) ss .
COUNTY OF $\qquad$ )

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 $\qquad$ day of $\qquad$ , 2021.

Printed Name: $\qquad$
My Commission Expires:

## 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 772511330 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 (" ${ }^{( } \mathrm{COGCC}^{"}$ ) 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) Qil 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

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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.

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(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 TLTLE 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. RECORDNG. 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<br>Developer: Weld County Land Company, LLC 2500 Arapahoe, Suite 220 Boulder, Colorado 80302 Attention: Jon Lee<br>with a copy to: Alan Lottner, Esq. Lottner Rubin Fishman Brown \& Saul, P.C. 633 17th Street, Suite 2700<br>Denver, Colorado 80202-3635

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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


UNION PACIFIC LAXDD RESOURCES CORPORATION Nebraska corporation


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



The foregoing instrument was acknowledged before me this 14th day of November, 2000, by $\ldots$. . $G_{1}$ E. Peter 5 , as Attorney-in-Fact of Union Pacific Land Resources Corporation, a Nebraska corporation.


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


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

WITNESS my hand and official seal.


## 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 pareel of land situate in Section 4, Township I North, Range ba Hest of the Gch P.M., Weis County, mors parsicularly described as follows:

3ARCEL A

Commencing at the Scuriwest corner of Section 4, Township i Nor=h, Rarge 6a Nest, Gch P.M., Erom whence Ehe Nest $1 / 4$ comer of said Section lias No0 ${ }^{\circ} 02^{\prime} 03^{\prime \prime}$ E, 2582.02 Eeer;
 1ine or Ene SW1/4 or Section 4;
 SW1/4 oz Section 4;
 the SWI/4 of Section 4 ta a poinc on the South rigiteor-way line of scata jiginway 52
 -ounses:

2. Nagaj4'43"E, 5i53.37 Fiser, co a point 30.00 Êer wesceriy oz cha Easc line of the
 che NET/4 OEF Secrion 4;
Thence $500^{\circ} 08 \cdot 21^{\prime \prime} E, 2532.37$ fanc parailel with and 30.00 Eaer Wesc or chà East line or the SE:/4 of Secticn 4 to a poinc 30.00 Equc norcherivy of che Souch line or the SEI/4 of Sec:ion 4;
Thence Sa9044.56" W, 2608.67 feet parailel gich and 30.00 faes Norsh of the Scuch line of Gine SEi/4 or Section 4 ;
Thance S39033'41" W, 2606.23 faet parallal with and 30.00 feet Norsh of che scuch ine oin the SWI/4 of Section 4 to the point of beginning.
(concinued)

Fwo garcels of land situata in the SEl/4 of Section 8, Township 1 Nozth, Range 6a West 6 the 6th 2.M., Weid Councy, more pareicularly described as follows:

PARCEL 3

Commencing at the Southeast corner oi Seciion 8, Township 1 North, Range ad West, 6th P.M., from whence the East $1 / 4$ corner oí said secsion lies N00049'09" E, 2674. 5 (
 line of said secwion;
 said saczion to a poinc on the Norzi-Souti centerine or Secinon 3 ;
 South zight of way line of the Union Jacizic Rain=oad, said zight-of-way conveyed eo rina Union Pacizic Railroad by a deed racoried Jure 13, 1912, in Jcok 359 ar Page 4i3, sajd rigine-os-way line being 50.00 feer distanc southeryy as measured at rigit argles or radialiy Erom the existing main tuack centarinne;
Thence along said right of way the following ehrae courses:

1) N42'43'40"E, 467.34 「コอer,
2) 1735,43 Eaec along the are of a tangent curre to the figint, said ara subeanced by $a$ radius of 1858.50 feet, a central angle of $33^{\circ} 30^{\prime} 06^{\prime \prime}$, and a chord bearing N69.28.43" 5, 1673.07 Ezec,
3) $563^{\circ} 46^{\prime} 14^{\prime \prime} E, 772.36$ faet to a poinc 30.00 feet West of the East line of the $51 / 2$ oE the section;
Thence $500^{\circ} 49^{\prime} 09 \mathrm{~N}, 2380.71$ feet parallel wich anc 30.00 Eeer West af the East line oz the $\mathrm{Si/2}$ to the point or beginning.
(continued)
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PARCET 3-1
Commencing at the Ease 1/4 corner or Section 8, Township I North, Range 68 West, 6th p.M.
fzom whence the Southeast corner of said saction lies S00%49'09" W, 2674.68 feer;
Thence along the East-West centerline Sa9a 35'35" W, 30.00 feet to the point of beginning;
Thence SOOO49'09" W, 163.8I faec parallel with and 30.00 feet West or che East line of t:
S1/2 of Section 8 to a point on the noreherly right-of-way line of the Union paciric
Railroad, said fight of way conveyed to the Union Pacific Railroad by a deed recorded ul:
13, 1912, in book 35% at page 4Ig, said right-of-way line being 50.00 faer distant
nor-ierly as measured at right angles or radialiy from the existing main track
cencerline;
Thence ĔOllowing said nor=herly =ight of way che following Eiree courses:
1) N83046'14" N, 762.89 f゙eet,
2) 1a29.8! fesc along the ars or a targenc curre to the lar̃=, said arc subtanded by a
radius of゙ 195z.50 faec, a cenc=ai angle ofi 53030'06", and a cinord bearing S6\mp@subsup{0}{}{\circ}2\mp@subsup{9}{}{\prime\prime}4\mp@subsup{3}{}{\prime\prime}
W, 1763.09 Eaet;
3) S42*43'40' W, 358.98 feet to a point on che Nor=h-Scuth cencarline of Sec=ion g;
Thence NOO员'31" E, 943.91 Eeec along said Norch-Souch cencerime ro a poinc on the
East-West centerline of said Section 8;
Thence N89*35'35" E, 2653.lS feer along the Easc-West centerline to the point or
beginning.
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（conninued）

Three parcels or land situate in Section 10, Township 1 Norch, Range bs West of the 6 th P.M., Weld County, mora particularly described as follows:

PARCEL C

Commencing at the Northwest cormer of Saction 10 , Township 1 North, Range 68 West, 6 th g.M., From whence the West $1 / 4$ corner of said section lies $500^{\circ} 24^{\prime \prime} 43^{\prime \prime} \mathrm{W}$, 2669.01 feet; Thence N89045'35" E, 30.00 faer;
Thence $500^{\circ} 08^{\prime 1} 4^{\prime \prime} \mathrm{E}, 30.00$ feat to the point of beginning;
Thence paraliel wich and 30.00 feer Souch or the Norch line of the NWI/4 ori Section 10 N89045'35" $E, 2627.02$ feet to a point on the west line of said Nei/4;
Thence parallel with and 30.00 fieet Scuth of the Norch line of the NEI/4 of Section 10
 25, as zecoried in 3cok 1519 at Page 24i;
Thence along gaid Nest Eight-of-way line the following two courses:

1) $500^{\circ} 23^{\prime} 52 \%$ E, $2628 . a 5$ Faer;
2) $S 00^{\circ} 22^{\prime} 50^{\prime \prime}$ 玉, 2628.2 feer to a point 30.00 feet northeriy of the South line or the SE:/4 of Section 10;
Thence parajlei wich and 30.00 Eeer Norsin of said Souch line sa9a37.55" W, 2446.01 feer = a point on che Nest line of SE2/4 of Saction 10;
Thence parailel with and 30.00 feec Norin of the South line of the swi/4 of Section io Sas43. $33^{\prime \prime} \mathrm{W}, ~ 244.10$ Eest to a point on the norcheasterly line of a parcel recorded in scok 357 at page 423 , being 30.00 Eaer norcheasteriy, as measured racially, from the cencer!ine of che main track of the Joulder branch of the thion Pacific Railroad as now conscrucsed and oceratad;

Thence along said line the following two courses:
L) 967.32 feet along the are oi a non-tangenc curve to the left, said arc subtended by $\equiv$ radius or 2857.50 feet, a central angle of $19^{\circ} 26^{\prime} 45^{\prime \prime}$, and a chord bearing N57009' $3^{\prime \prime \prime}$ W, 965.16 Eeer;
2) N66*52.5a" W, 372.83 feet to a point on the southerly line of a parcel recorded in Book 847 at Jage 316 and described as " 50 feet in width and eight tenchs ( 0.9 ) of an acre";
Thence along said line the following twelve courses :

1) 239.36 feec along the arc of a tangent curve to the laft, said arc subtended by a
 239.96 feec:
2) N74.56.08" 5, 244.90 feet (14.1' beyond the beginning of a $43.5^{\prime}$ wide strip, 2.5 acre in area described in Book 847 at Page 3161;
3) 80. ot 2 feet along the ars of a tangent curve to the right, said arc subtended by a radius of 727.80 feet, a cencral angle of $06^{\circ} 20^{\prime} 49^{\prime \prime}$, and a chord bearing N78006. $32^{\prime \prime} \equiv$ 80.58 fast:
1) N8: ${ }^{\circ} 16^{\prime} 57^{\prime \prime}$ E. 7.90 zaet;
(continued)

5） 22.90 feer along the arc of a tangent curve to the right，said arc subeended by a radius of 727.30 feec，a contral angle of $01^{\circ} 48^{\prime \prime} 10^{\prime \prime}$ ，and a chord bearing No2 ${ }^{\circ} 11^{\prime \prime} 02^{\prime \prime}$ 22.90 E゙eec；

6）N83005．07＂E，599．90 Eset；
7） 217.92 feet along the arc of a tangent curve to the right，said arc subtended by a radius of 727.80 zeer，a central angle of $17^{\circ} 09^{\prime} 20^{\prime \prime}$ ，and a chord bearing S38020＇13＂ 217．11 feer；
8） $579^{\circ} 45^{\prime} 33^{n} \mathrm{E}, 394.90$ Eeet；
9） 125.19 Ėeet along the arc oŕ a tangent curre to the leitt，said arc subtanded jy $\exists$
 125．06 亡゙ear；
10）S88．45＇00＂E，447．00 Eaet；
11） 113.53 feet aiong the ars of a tangenc curve to the laft，said arr subcencied by a
 ヨ，1こ3．49 feet；
 Bcok 1003 at Page 464；

Thence along boundary of said pareel the Eollowing firee courses：
1） $\mathrm{Na} 3^{\circ} 05^{\prime} 34^{\prime \prime}$ Z， 200.00 feer；
2）N060 54． $25^{\prime \prime} \mathrm{N}$ ， 108.50 Eeet； in Scoic 347 at Page 316；
Thence along nortiner：y line of said parcel the following five courses：
1） $533^{\circ} 05^{\prime} 34^{\prime \prime} \mathrm{W}, 336.10$ Eeer；
2） $506^{\circ} 54^{\prime 2} 26^{\prime \prime}$ E，23．50 feet：
3） $5 a 3^{\circ} 05^{\prime} 34^{\mathrm{n}} \mathrm{W}, 133.50$ Eaec；
4） 301.48 feet along the art of a Eangent curre to che right，said are subtended by a radius of 712.30 fees，a cencral angle of $08^{\circ} 09^{\prime} 25^{\prime \prime}$ ，and a chord bearing sa7010．17＂： 101．40 feeet；
5）N88245＇00＂W， 293.50 feet 50 the easterly corner of a parcel recorded in Book 934 ac
Fage 209；
Thence along norther？y line of said parcel the following two courses：
1） $\mathrm{N} 79^{\circ} 31^{\prime} 35^{\circ} \mathrm{W}, 554.21$ faet；
2） $50^{\circ} 19^{\prime} 28^{\prime \prime} \mathrm{W}, 364.79$ faer to a point on the northerly line of the previous parcel recorded in Book 947 at Page 316 ；

Thence along norcherly line of said parcel the following eight courses：
1） $533^{\circ} 05^{\circ} 07^{\prime \prime} \mathrm{W}, 585.50$ feet；
2） 25.47 feet along the are of a tangent curve to the left，said arc subcended by a radius of 812.80 Eeer，a central angle of $01^{\circ} 51^{\prime} 58^{\prime \prime}$ ，and a chord bearing s82009＇07＂$\because$ 25.47 ；
（continued）
3) 6.10 feet along the arc of a compound curve to the lezte, said arc subtended by a radius of 2755.00 faec, a central angle of $00^{\circ} 07^{\prime} 37$ ", and a chord bearing S81015'57" W, 5.10 feer:
4) 90.94 feet along the ars of a compound curve to the lett, said ars subtended by a radius of 812.80 feet, a central angle of $06^{\circ} 24^{\prime} 3^{\prime \prime \prime}$, and a chord bearing $578^{\circ} 08^{\prime \prime} 25^{\prime \prime}$ : 90.39 Eeec;
5) S7456'08" W, 14.10 エ̇eet;
6) $525^{\circ} 03^{\prime} 52^{\prime \prime} \mathrm{E}, 25.00$ fast;
7) $574^{\circ} 5^{\prime} 06^{\prime \prime} \mathrm{W}, 230.90$ Eeec;
8) 395.38 foet along the arc of a tangent curve to the right, said arc subtenced by a


 the Jouider oranch of che Union Pacizic Rainevad as now consenucead and oceraced;
Thence along said Nor=heascery line of parzel N65752'50" W, 485.14 Eeet;


Exeapt portions conveyad to the Departant of Transportation, state of Colorado by Rule and Ordar recordad June 23, 2000 at Reception No. 2776733
(concinued)

## PARCEL C－1

Commencing as the Souchwest corier of Section 10 ，Township I Norsh，Range 68 Nest，6th D．M．．Enom whence the Nest $1 / 4$ corner of゙ said Section lies No0031＇01＂E．2635．71 feet； Thence N89＂43．33＂玉， 86.08 Eeat：
Thence NOO＂98＇27＂N， 30.00 Feet to the poinc of beginning
Thence concinuing No0 $08^{\prime} 27^{\prime \prime}$ N， 534.18 feet to a poinc on the southerly line or a paree： zecorded in Jook $3: 2$ ar Page 337；
Thence along said Southerly line of parsel 408.40 Eest along the ars of a non－cangenc curre to tita rigkt，said ars subtanded by a radius oz 963.02 Eaen，a central angle or
 parcei recorled in 3cok 333 at Dage 4a2；

Thence anound said pazcel tine Eollowing thmee courses：
1） $523^{\circ} 07^{\prime} 02^{\prime \prime} \mathrm{W}, 44.34 \mathrm{feec}$ ；
2）Sö̃52＇58＂ヨ，545．00 Eest：
3）N23007＇02＂ 3.50 .00 feet；to a point on the scuthwegeariv line or a parael recoridec ：－ Bcok 357 at Page $\{13$, being 50.00 Eeat southwestenly aj che centarline af the main Erack of che Joulder branch of̈ che Union PaciEic Railyoad js now constructed and operaced；

Thence along line of said parce？the following two courses：

2） 825.51 feet along the $a r=$ or a cangent curve to the right，said asc subented by a radius of 2757.50 Eeat，a cencral angle of $17^{\circ} 09^{\prime} 17^{\prime \prime}$ ，and a chord bearing S5a＂I日＇ $19^{\prime \prime}$

Thence parallel with and 30.00 feec North of said South line sa9043＇33＂W， 1618.24 Éeet $\because=$
the point of beginning．
（continued）

PARCEL C-2

Commencing at the Southwest conner of Section 10 . Township 1 North, Range 6 West, 6eh P.M., from whence the Wesc $1 / 4$ corner of said section lies N00031'01" E, 265ラ.71 fieec; Thence N89043.33" E, 86.08 feer';
Thence N00008'27" W, 815.00 teet to the point of beginning;
Thence concinuing N $00^{\circ} 08^{\prime} 27^{\prime \prime} \mathrm{W}, 47.81$ feet to a point on the southwesterly line of $a$ parcel recorded in 3ook 359 at Page 418 , being 50.00 feat southwestarly, as measurad perpendicularly, from the centarline of the main tanack of the Boulder branch of the unice Pacific Railzoad as now constmeted and operated,
Thence along said souchwestarly line Sáa 52 '5d" $\Xi, 102.58$ feet to a point on the norther: line of a parzel zecorded in Book 512 at Page 337 ;
Thence along said norsherly line 94.64 Eaet along the arc of a non-tangent cume to tien leje, said are subrended by a radius of 2063.02 Eeet, a cencial angle of 05004'38", ani $\exists$ chory bearing $585^{\circ} 27^{\prime 1} 14^{\prime \prime} \mathrm{K}, 94.61$ feet to the point or beginning.
(continued)

A parcel of land situare in the $E 1 / 2$ of Section 19 ，Township 1 Nor：h，Range 68 West of th Gth ？．M．，Weld County，more particularly desciobed as zollows：

## PARCEL D

Commencing at the Northeast cotner of Section 18，Township 1 Nor：h，Range ga West，5ch P．M．，from whence the Easc $1 / 4$ Cormer of said section lies $300^{\circ} 02^{\prime \prime} 28^{\prime \prime} E$ ， 2678.62 fees： Thence Ns90ㄴ4＇48＂ $\mathrm{W}, 30.07$ fset to the point of beginning；
Thence S0002＇28＂玉， 1897.89 fest parallzl with and 30.00 fiet distant West of the ミast İne of che Nei／4 of Saction 18 to a point on the Norci lina of cile zria Cemecary， par＝ially described in a desd recorded on May 23，1963，as Recepcion No．151575i；

 433：

Thence S00004＇57＂E，4：7．42 Eeet to the Southwese coneer of gaid garze：；
Thence Sa9034．58＂E， 904.34 Eeet co a point 30.00 zeet westeriy oz the Easc line oz tine SE1i4 of Section 19；
 East line of said sEl／4 to a point on the Vorth line of a pareai recorded as Reception Nc 151675：：

Thence along boundary of said parcel the Following chree courses：
1） $59^{\circ} 40^{\prime} 50^{\prime \prime}$ \％， $55 a .56$ teet，
2） $500^{\circ} 19^{\prime} 10^{\prime \prime}$ E， 253.00 fees，
1）N89＊40．50＂E， 659.00 fiest $c o$ a point 30.00 feet westerly of the Ease line of the Sat． or Section 18；
Thence $500^{\circ} 25^{\prime} 10^{\prime \prime} \mathrm{E}, 825.08$ feer to a poinc 30.00 faet northeriy of the South line of sa： SE1／4 or Secrion 18，said poine also being the northerly right－or－way line of weld Counc： Road 3；
Thence Ngga 31 17＂ $\mathrm{W}, 258.53$ feet，along said norcherly righe of way，parallel with and 30.00 Eeje Norch of the South line or gaid SE1／4；

Thence N8 $6^{\circ} 54^{\prime} 04^{\prime \prime} \mathrm{W}, 1098.49$ feet along the norcherly line oi Weld County Road 8 ，as described in Book 15551．Fages 39－43，Reception Nos．2495437－41 to a point on the easter： line of property described in Book 754 at Reception No．1676471；

Thencs along said property the following ehrea courses：
$\therefore$ Noo․ $29^{\prime} 16^{\prime \prime} \mathrm{E}, 49.80$ feet；
2）453．09．feet along the arc of a tangent curve to the lefz，said arc subtended by a racius of 440.00 feet，a central angle or $59^{\circ} 00^{\prime} 00^{\prime \prime}$ ，and a chorj bearing N29000＇44＂in 433.33 Eュen：

3）NSBa30＇44＂W， 204.67 Feer to a point 50.00 Eeat distanc southeastazly，measured at right angles，fzom the cencarline of the main track of the Boulder branch of the unis
（cencinued）

Pacific Railroad Company as presently construcred and operaced，said right of way conveyed to the Union Pacific Railroad by deed recorded In Book 359 at Page 413； Thenco norchery along a line drawn parallel andor radially wich said centarine of ma tzack the sollowing nine courses：
1） 629.21 feet along the arc of a nonttangent curre so the left，said arm subtended by radius or 1007.50 Eaet，a cencral angle of $35^{\circ} 46^{\prime} 57^{\prime \prime}$ ，and a chord bearing N07031／37 E， 619.03 Eョer：
2）Thance $\mathrm{N} 10^{\circ} 21^{\prime} 32^{*} \mathrm{~N}, 694.70$ feet；
3） 894.20 Eeet along the ars of a cangent curve to the zigin，said ara subended by $a$ radius of 1297.50 feer，a central angie of $39^{\circ} 47^{\prime} 36^{\prime \prime}$ ，and a chond beaning Nogojisit E，376．34 E゙ニer；
4）N N $9^{\circ} 25^{\prime} 45^{\prime \prime}$ E． 224.87 feer；
5） 463.85 feet aiong the ars of a tangent cuzve 50 the left，said arc subenced by $a$
 E， 462.36 โ̈キes：
6）N13032＇54＂ミ，421．72 Eきer；
 radius of 2957．30 Eeec，a cencral angle of laa43＇06n，and a chori beazing No40if：2： E．96：．91 モ゙ョer：
8）N05⒑1．2＂W， 351.67 fisec；
9） 165.08 taet aiong the atc of a cargent cisre to the rigine，said arc suocanded by a radius of 3575.00 f̈eer，a sencrai angle of $06^{\circ} 00^{\prime} 20^{\prime \prime}$ ，and a chcrd bearing N02010．02 N，163．01 fiee to a poinc on the North line of the NEI／4 oz Section 18；
Thence along said Noreh line Sa914＇48＂$\Xi$ ． 1206.77 feet to the point of beginning， EXCEPMING THERERRCM a＂road bight of way 9 fant in width leading so said cemetery zuom Erie＂，so described in Book 30 ae page 483.

A parcel of land sicuace in Section 17, Township 1 Nor=in, Range 63 West of the 6ch ‥M., Weld Gounty, more particularly described as follows:

PARCEL E

Commencing at the Northeast corner of Secsion 17, Township I Norrin, Rarige 6a Wesc, 6th P.M., fisom whence the Easc $1 / 4$ corner oi said Section lies 500012 52" E , 2531.56 feeti Thence $544^{\circ} 24^{\prime \prime} 1 I^{\prime \prime}$ w, 42.71 feer to che goinc of beginning, 30.00 feat wesceriy of the Jas: linae of the $\mathrm{N} 1 / 2$ of Section 17 ;
 Ehe $\mathrm{Na} / 2$ of Sec:ion i7;

 Sec=ion :7;
 the SE1/4 or Section 17;
Thence Sa8a43’45" N, 26:7.5う Ezes parallei wich ard 30.00 Eeer Normh of che Sourh line oz
 Sec=ion 17;
 Ehe Sw1/4 or Section 17;
Thence NOO $02^{\prime \prime} 28^{\prime \prime} \mathrm{W}, 2649.01$ feec garallel with and 30.00 seet Ease of the West line or che NW1/4 of Section 17 to a point 30.00 Eeec southerly of the Norch line of Section 17;
 Section 17 to the point of beginning.
(concinued)

A parsei of land situate in che EI/2 of Section 33 . Township 2 Nor=h, Range 68 Nest of t: 6th 2.M., Neid Councy, mor* particularly desczibed as follows:

## PARCEL F

Commencing at the Northeast corner of said Seceion 33 Erom whenca Eije East 1/4 cormer li: SOO02'01" E, 2561.98 feet:
Thence along the East line of the NE:/4 ci said Saction 33 S00002’0i" E, 30.00 Eeet;
Thence along a line parallel wich and 30.00 feet scutherly, measured at right angles, z:
the North İne or Eine Nei/4 or said Saciion 33, Sa9008'30" W, 150.02 feat to the point or
beginning;
Thence soncinuing along said line paraitai with and 30.00 feet dissanc scucherly foom fin
 line of the ve:/4 of said seczion 33;

Seceion 33;

 Thence Na9゚37'29n E, 4a7.35 zeqr aiong a Bine parallè with ard 30.00 Eeev distant northerly from the Souch line or the sEi/4 of said Section 33 to a goint on the East lime of a parcel zecoried in Scok 1506, Recepcion No. 245:230;
 line of che NE:/4 or said Secwion 33;
Thence N89057'46"E, 295i. 25 Eant along ine South line of the NEi/4 of Section 33 co a point that is 30.00 fant distanc wesceriy from the East $1 / 4$ cornen of said Section 33 ; Thence NOO $02^{\prime} 01^{\prime \prime} \mathrm{W}, 722.60$ teer along a line parallel wich and 30.00 feer discant wescarly from che Basc line of the NE:/4 or Section 33 to the Southeast corner or the parcel racorded May 13, 1998, at Recaption No. 2612563;

Thence along said parcel the following threa courses:

1. S89457'53" W, 363.76 fieet;
2. NOO $02^{\prime \prime} 01^{\prime \prime} \mathrm{W}, 240.00$ Eser;
I. N89057'59" E, 363.76 Eeat;

Thence N0002'01" W, 449.60 feet along a line parallel with and 30.00 feet distant westerly Emom the East line of che $N E 1 / 4$ of Section 33 to a poinc on the South line of th parcal recorded at Recepcion No. 2288334;
Thence along the South line of said paresl $589^{\circ} 57^{\prime 5} 5{ }^{\prime \prime} \mathrm{W}, 250.00$ feer to the Southwest corne= ot parcel:
Thence along the West line of said parcel No ${ }^{\circ} 02^{\prime \prime} 01^{\prime \prime}$ W, 120.00 feet so a point on the South line of that parcel owned by Nick Hax'kales in the year 194a;
Thencs along Souch line of said parsel $589^{\circ} 57^{\prime \prime} 59^{\prime \prime} \mathrm{W}, 10.00$ fent to the Southwest corner $c$ the parcel;
Thence along West line or said parsei $100^{\circ} 02^{\prime} 01^{\prime \prime} \mathrm{W}, ~ 120.00$ Ezet to a poinc on the South
(continued)

Line of a parcel recoried January 29，1993，in sook 1368 at Reception No．2319926；
Thence along said parcel the following thrae courges：
1．S89057．5ヨ＂円， 3.30 feet：
2．NOO0．02＇01＂$\%$ ， 56.21 feer；
3．N89057＇59＂E．263．30 feet；
 westerly from the East line of the Nei／4 of Section 33 to the Southeast corner of a pa＝＝ racorded April 12，1945，in Sook 1133，Jage 15；
Thence along the Souch line of said parzel Sa9우＇53＂W， 150.00 Eset；
 1925，in Book 788，Page 400；
Thence along No：＝h line of said parae：vag०57＇ラき＂玉， 150.00 Ēec；
Thence NOO $02^{\prime} 01^{\prime \prime}$ N， 304.55 faer along a line paralizi wisi and 30.00 faer disaman westerly E＝om the East line oE the NE： 4 of Sersion 33；
Thence $389^{\circ} 08.30 " \mathrm{H}, 120.01$ fast；
Thence $\sqrt{\prime} 0^{\circ} 02^{\prime} 01^{\prime \prime} \mathrm{W}, 125.01$ feec to the point of beginning．

[^5]Three parcels of land situate in Section 19, Township 1 North. Range 68 West of the 6th P.M. Weid 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 63 West, 6 th P.M., from whence the Northeast corner of Section 19 lies S89031*17" E, 1298.14 feet;
Thence $500^{\circ} 24^{\prime \prime} 5^{\prime \prime} E, 24.66$ feet along the East line of the WI/2 of the $N E 1 / 4$ of Section 19 to the point of beginning;
Thence continuing along line $500^{\circ} 24^{\prime} 57^{\prime \prime} \mathrm{E}, 2609.86$ feet to a point on the South line of NE1/4 ori Seceion 19;
Thence along East line of the wl/2 of the SEI/4 of Section 19 S00025'02" E, 2604.36 feet to a poinc 30.00 feet northerly of the Sourh line of the SE1/4 of Section 19;
Thence $589^{\circ} 56^{\prime} 56^{\prime \prime} \mathrm{W}, 1292.51$ feet parallel with and 30.00 feet North or the South line of the SEI/4 or Section 19;
Thence S89057.02" W, 1267.09 faet parallel with and 30.00 feet North of the South line of the SW1/4 of Section 19;
Thence N $00^{\circ} 33^{\prime} 50^{\prime \prime}$ W, 2616.47 feet along the West line of the EI/2 of the SW2/4 to the South line of the NW1/4 of Section 19;
Thence along the South line of said NW1/4 $589^{\circ} 46^{\prime} 2 \sigma^{\prime \prime} E, 1.97$ feet to a point on the easteriy line of a parcel of land recorded at Receprion No. 2633609;

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

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 cencral angle of $15^{\circ} 57^{\prime} 12^{\prime \prime}$, 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 subrended by a radius of 20.00 feet, a central angle of $84^{\circ} 40^{\prime} 19^{\prime \prime}$, and a chord bearing N11041'44"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 $14^{\circ} 15^{\prime} 29^{\prime \prime}$, and a chord bearing N46.54'09" E 。 235.80 feet,
4) $\mathrm{N} 39^{\circ} 46^{\prime} 24^{\prime \prime} \mathrm{E}, 2542.95$ feet,
5) 888.52 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 $49^{\circ} 25^{\prime} 52^{\prime \prime}$, and a chord bearing N64ㅇ́n'20" E. 861.31 feet, to che point of beginning.
(continued)

## PARCEL G-1

 whence Ehe Norshwest corner of said section lies N89030'18" $\mathrm{N}, 2543.50$ Eaec; Thance along the North line ai the NW1/4 of Section 19 N89030'18" W , 1108.21 feer ta Eiv point of beginning;
 From the centerinne of the Bculder oranch of che majn erack of the thion pacizic Rajnzeaci Company, as presenciy conscruczed and operated;
Thence $=0 n t i n u$ ing jarallel with and 100.00 faec discann, measured radially, İeom che

 chord bearing N85008'37" ヨ, 1293.52 fear, bounded ncr=ierly, in para, by a parzal of lane recorded i:7 Bock 1453, Receptson No. 2400985, ta a point on the coundazl of a parsel of land recorded at Reception Nc. 2633609;

Thence aiong westexiy boundary of said parcel the sollowing Eour coursas:

1) $500^{\circ} 17^{\prime} 05^{\prime \prime}$ 已. 242.45 faer.
2) 36.04 ẗeet along the ars or a non-tangent curre iv the lef̃, said arc subended by $a$ racius of 1170.00 feet, a central angle or 01a45'54", and a chorit bearing S40039'27" W, 36.04 feer,
3) $539046 \cdot 24^{n} \mathrm{~W}, 2542.95$ feer,
4) 492.51 feer along the arc of̈ a tangent curve to the right, said arc subcended by a
 484.96 fieer, 50 a point on the Easc line of a parasi of land recorded in Book 1623 , Reception No. 2566:92;

Thence along said easterly line the following three courses:

1) $\mathrm{NO} 2^{\circ} 09^{\circ} 00^{\prime \prime} \mathrm{E}, 63.08$ \#eet,
2) 242.36 feet along the arc of a tangenc curve to tine righe, said arc subeended by a
 E, 242.84 feet,
 Thence s $29^{\circ} 30^{\prime \prime} 18^{\prime \prime} \mathrm{E}, 361.43$ faet along said northerly line to the point of beginning.
(continued)

PARCEL G-2

Commencing at che Norshwesc corner of Secsion 19, Townshig 1 Nor:i, Range 6a w, 6ch 2.M. from whence the N1/4 comer of said section lias S0030'22"E, 2532.75 Eeet; Thence along the North line of the NWI/4 cí Section 19 Saga $30^{\prime \prime} 1 a^{\prime \prime} \mathrm{E}, 30.00$ feat to the poinc of beginaing;
Thence concinuing along said Nostin Line, $589^{\circ} 30^{\prime} 18^{\circ} \mathrm{E}, 943.81$ faer to point on the Wes line of a parcal of land descriced ir Jcek 1623 , Recaption No. 2550532,

Thence Ilong said Nest line the foliowing minee courses:

1) $5033^{\circ} 35^{\prime 48 " ~} \%$, 2240.30 Eョer,

 W, 247.11 Ėaer,
2) $501^{\circ} 08^{\prime} 30^{\prime \prime}$ N, 86.00 Eaet, co a point on the Norch line of a parazi of land recordec $\equiv$ Reception Nc. 2633609;

Thence along Norch line of said parse: the following two counses:

1) 1:9.06 feer along the ars ori a non-tangent curfe to the rigin, said ars subtended by radius of 310.00 E゙eec, a central angie of $08^{\circ} 21^{\prime} 05^{\prime \prime}$, and a chord bearing $586^{\circ} 03^{\prime} 02^{\prime \prime}$; 117.96 faet,
2) N89046'25" $\mathrm{N}, 651.49$ feet to a point 30.00 feet eascarly of the west line of the NWy. OE Saction 19;
Thence $500^{\circ} 30 \cdot 22^{\prime \prime} \mathrm{N}, 2582.61$ feet parallel with and 30.00 Eaec East of Wege line of che NM1/4 of Section 19 to che point or beginning.

## EXHIBIT B

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

313A. Grearer Watsentiery Area Special wall location nule.
a. The Greater Wattenberg Area ("GWA" is datined to include those lands from and including Townships 2 South to 7 North and Ranges 81 Weat to 69 West. $6^{\prime \prime}$ P.M. In GWA. aparatory may utilize the fallowing deacribod trilling locations io drill or wwin a well, deeden a wall, of recomplete a weill and mommingla any or all of the Cregracous Age formations from the base of the Dakota to the surtace ("GWA walls"):
(1) a squme with sides four hundred (400) feen in length. the canter of winich is the canter of any quarter/quartar section: and.
(2) a squars with sidas eighs hundras (800) feet in lengh, the center of which is the cemter of any quartar saction.
6. Any GWA well in existancs prior io the affective date of this rule, which is not located as described abceve. may also be witized for dewpening io or recornaletion in any Crefacsous Age formation, and for the eornmingling of production therefrom.
c. Wherg an existing well cannot he urificted for despening or recampletion, for reasons including, bert not Frnitad so. differing awnership or wellbcre limitations, any new, twinned wall shall ioe located an dose to such wistring woill is practicable, eorsimant with sound anginearing practice.
d. This eula does not alter the size or enfiguration of drilfing units for GWA wells in existencs prior to is effecive date. Whare deemed necmesary an operntor for purposes of allocating production, such operator may allocate groducsion to an expanded dilling unit wish respect te a parvicular Ciatacsous Age formazien consistent wint the provisions of this rule.
E. This rula staill net serve to bar the granting of roliat to ownters who fila an application allegine abuse of thair corraiacive rights to the exterte that such ownars can demonstrate that thair apporturizy to groduce the Crescaous Age formations fram the drilling locations herein axthorized does not provide ant equal appormutity to olrtain dever just and aquirable stare of od and gas ifem such farmaxions.
$f$. Subject to Paragrain d. above, this rule mpersades all griot Commission driding and spmeing orders arfectirg the GNA walts. Weil location axcaprions to this rule shall ge subject to the provisions of fule 318.c.

## 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
Section 10: All
Section 17: AllSection 18: E2 east of RR r/w
Section 19: W2E2, E2SW4 and NW4
HS and UXP
HS and UXP
HS and UXPNARCO, HS, Thomas S.Morton and James G. NortonNARCO and HS
th THIS AMENDMENT OF RIGHT-OF-WAY GRANT ("Amendment") is entered into this day of Apiril, 201H, by and between Daybreak Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado, with an address of clo 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, $50^{\text {th }}$ 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 18 ${ }^{\text {th }}$ 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-ofWay 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 ( $4^{\circ}$ ) 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


Title: BOAPD BRESIDENT

## Daybreak Recovery Acquisition LLC, a Delaware limited liability company



## KERR-MCGEE GATHERING LLC, a Colorado limited liability company

$B y:$ $\qquad$
state of Colorado )
cOUNTY OF Arapaho)
The foregoing instrument was acknowledged before me this 22 Rod day of April 2014, by Terra R.hichmond'., as Board Fresiveat 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: $\qquad$

(SEAL)

## state of New York,

county of New York),
The foregoing instrument was acknowledged before me this $1^{\text {th }}$ day of April , 20 14, by Jonathan Shumaker, as Authmzed Signatory of Daybreak Recovery Acquisition LLC, a Delaware limited liability.

## STEPHANIE SCHULMAN

Witness my hand and official Seal.
Notary Public, State of New York No. 02 SC 6258887
My Commission Expires: $\qquad$ Commission Expires April 9, 2016


Notary Public
(SEAL)

STATE OF COLORADO ) )ss.
COUNTY OF DENVER )
The foregoing instrument was acknowledged before me this $\qquad$ day of $\qquad$ 20_, by
$\square$ as Agent and Attorney-inFact for Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

WITNESS my hand and official seal.
My commission expires: $\qquad$

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

## SE 1/4 SECTION 8 T1N R68W 6th PM

Daybreak Recovery Acquisition LLC
Rec No. 3955792

Tract 18 Bridgewater
Master Subdivision
Rec No. 3811552

EXHIBIT 1
Of Amendment of Right-of-Way Grant


Page 3 of 6

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.



# 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: $\quad$ 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 $24^{\prime \prime}$ pipeline, in addition to the $8^{\prime \prime}$ and $16^{\prime \prime}$ 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 Seqment 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 $2 A$ 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:
4. The existing pipeline in this Seament $2 B$ will not be relocated or removed.
5. For Segment $2 B$ and the portion of Segment $2 A$ 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 Seqment $3 A$ as depicted on Exhibit B:
6. Decommissioning or removal of Segment 3 A , at KMGG's cost;
7. 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;
8. 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 Seqment 3A. (Paragraph E)

## ii. Regarding Seament $3 B$ 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 Seqment 1 Pipeline. In consideration for the easement amendments listed above:
a. KMGG agrees to relocate at its sole cost the pipeline in Seqment 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 Seqment 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 $C$ to Letter Agreement




# Abstract of Surface Use Agreement <br> DayBreak Community, Weld County, Colorado <br> N/2 of Section 17, T1N, R68W 

## Effective Date:

Recording Date/Info:
Property:

## Parties:

Owners/Lessors: Anadarko E\&P Company LP, fka Union Pacific Resources

Company: Kerr-McGee Gathering LLC (or KMGG)

Surface Owner:
Oil and Gas Mineral Interest

Pipeline/Gas Gathering

Oil and Gas Mineral Interest Lessee:

Company, and
Anadarko Land Corp., fka Union Pacific Land Resources Corporation (together, the Anadarko Entities)
Tallgrass investors, LLC

Noble Energy, Inc. (Noble)

October 10, 2011
November 14, 2011, Reception No. 3805168 , Weld County, Colorado
N/2 of Section 17, T1N, R68W

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.
4. 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))
5. 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)
6. 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)
7. "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.
8. 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.
9. 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.
10. 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 $\mathbf{3}$ 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 KerrMcGee 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



## EXHIBIT 2A





## 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 $109918^{\text {th }}$ Street, Suite 1800, Denver, Colorado 80202; KERR-McGEE GATHERING LLC ("KMGG"), also with an address of $109918^{\text {th }}$ Street, Denver, Colorado 80202; and ENCANA OIL \& GAS (USA) INC. ("Encana") with an address of $37017^{\text {th }}$ 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 $\mathrm{SE} / 4, \mathrm{NE} / 4 \mathrm{SE} / 4, \mathrm{NW} / 4 \mathrm{SE} / 4$ and $\mathrm{SW} / 4 \mathrm{SE} / 4$. The locations identified on Exhibit 2 A 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 $1 \mathrm{~A}, \underline{1 \mathrm{~B}}, \underline{2 \mathrm{~A}}, \underline{2 \mathrm{~B}}, \underline{3}, \underline{4}$ and $\underline{5}$ 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 <br> 2500 Arapahoe Avenue, Suite 220 <br> Boulder, Colorado 80302 <br> Attention: Jon Lee <br> Fax: (303) 442-1241 |
| :--- | :--- |
| Anadarko Entities | Anadarko Petroleum Corporation |
| Kerr-McGee | $109918^{\text {th }}$ Street, Suite 1800 <br> and KMGG: |
| Denver, Colorado 80202 |  |
| Encana: | Encana Oil \& Gas (USA) Inc. <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br> Denver, Colorado 80202 <br> 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.

ENCANA OIL \& GAS (USA) INC.
By:
Name:
Its: $\qquad$

TALLGRASS INVESTORS, LLC
By:
Name: $\qquad$
Its: $\qquad$
 Name: David Bell Its:


ANADARKO LAND CORP.


Its: Agent and Attorney-In-Fact

KERR-McGEE OIL \& GAS ONSHORE LP


Name: David Bell
Its: $\frac{\text { Agent and Attorney-In-Faci }}{\therefore}$

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: hisnald $H$ Olsen 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.


TALLGRASS INVESTORS, LLC
By:
Name: $\qquad$
Its: $\qquad$

## ANADARKO E\&P COMPANY LP

By: $\qquad$ Name: $\qquad$
Its: $\qquad$

ANADARKO LAND CORP.
By: $\qquad$
Name: $\qquad$
Its: $\qquad$

KERR-McGEE OIL \& GAS ONSHORE LP

By:
Name: $\qquad$
Its: $\qquad$
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: $\qquad$

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.

ENCANA OIL \& GAS (USA) INC.
By:
Name:
Its: $\qquad$

TALLGRASS INVESTORS, LLC


ANADARKO E\&P COMPANY LP

By: $\qquad$
Name: $\qquad$
Its: $\qquad$

ANADARKO LAND CORP.
By: $\qquad$
Name: $\qquad$
Its: $\qquad$

KERR-McGEE OIL \& GAS ONSHORE LP
By: $\qquad$
Name: $\qquad$
Its: $\qquad$

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: $\qquad$
Name: $\qquad$
Title: $\qquad$

## state of Colorado , county if Adams ) ss.


state of Colorado ) county of Adams )

$$
\text { The foregoing instrument was acknowledged before me this } 10^{\text {th }} \text { day of }
$$


 county of As. COUNTY OF AdAMS )
The foregoing instrument was acknowledged before me this $10^{\text {th }}$ day of Cotober, 2011, by David Bell, as Agent and Attorney-In-Fact for KERR-McGEE OIL \& GAS ONSHORE LP.

$\qquad$ $:$

Witness my hand and official seal.


## State of Colorado ) <br> Denver ) ss. <br> COUNTY OF ,



The foregoing instrument was acknowledged before me this ___ day of , 2011, by , as for ENCANA OIL \& GAS (USA) INC.

My Commission expires: $\qquad$ :

Witness my hand and official seal.

Notary Public
STATE OF COLORADO )
) ss.
COUNTY OF $\qquad$ )
STATE OF _ $\quad$ ) ss.
COUNTY OF_

The foregoing instrument was acknowledged before me this ___ day of , 2011, by for KERR-McGEE GATHERING LLC.

My Commission expires: $\qquad$ :

Witness my hand and official seal.

Notary Public

STATE OF COLORADO )
City and County of Denver )
)
ss.
)



My Commission expires: $\qquad$ :

Witness my hand and official seal.

Notary Public

STATE OF $\qquad$ COUNTY OF $\qquad$ ) ) ss.

The foregoing instrument , $2011, \quad$ by for KERR-McGEE GATHERING LLC.

My Commission expires: $\qquad$ :

Witness my hand and official seal.

> Notary Public

STATE OF COLORADO )
City and County of Denver



My Commission expires: $\qquad$ :

Witness my hand and official seal.

Notary Public
STATE OF COLORADO
)
) ss . COUNTY OF DENVER )


October foregoing instrument was acknowledged before me this $\Lambda^{\text {Th }}$ day of Authorized Representative for TALLGRASS INVESTORS, LLC My Commission expires: $\qquad$ :


Witness my hand and official seal.


Notary Public

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.

## 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.

Section 18 Property

A pargel of land situare in the Ei／2 of Section 18 ，Township 1 North，Range 68 West of th 6ch P．M．，Weld Councy，more particularly described as follows：

PARCEL D

Commencing at the Norshease corner of Section 1月，Township 1 North，Range 68 West，5ch P．M．，from whence che East $1 / 4$ cormer of said section lies s0000＇28＂E，2678．62 fees； Thence N890ㄴ．48＂ W， 30.07 Eaet to the point of beginning；
Thence $500^{\circ} 02^{\prime} 28^{\prime \prime}$ 玉， 1897.89 feet parallel with and 30.00 Ezer discant Wesc of the zast Inne of the NEL／4 of Section 18 ta a point on the North line of the Erie Cemetary，
parnially described in a deed recorded on May 23，1963，as Recepeion No．1515751；
Thence No9059＇20＂W， 640.42 Eeet to the Normwesc conner of said camererf；

483；

Thenca $500^{\circ} 04^{\prime} 57^{\prime \prime}$ 3， $4: 7.42$ Eeet to the Southwest cower of said oaraeミ；
Thence Sc9034＇s8＂E，804．84 Eaer co a point 30.00 feet westerly ozt the Ease line oz the SEni4 OE Seccion 19；
Thence $500^{\circ} 25^{\prime} 10^{\prime \prime}$ E， 1450.55 Eeet paraliel wich ard 30.00 Eeec diseant westaniy of cine East line of said SE1／4 to a point on the North line oj a parcei recoried as Recepcion Nc 15：575：；

Fhence along boundary of said parcel the foliowing threa courses：
I） $539^{\circ} 40^{\circ} 501 \mathrm{~W}, 553.56$ Eeer，
2） $500^{\circ} 19^{\prime \prime} 10^{\prime \prime} \mathrm{E}, 253.00$ E®ę，
3）N89040＇50＂E， 539.00 feet to a poinc 30.00 feet westerty of the Easc line of the SEl．
Of Section 1a；
Thence $500^{\circ} 25^{\prime} 10^{\prime \prime} \Xi, 825.08$ Eeer to a point 30.00 geet noreherly of the South line of se：－ SEI／4 of Section 18，said poine also being the northerly right－of－way line of Weld Counc： Road 3；
Thence N89031＇17＂ $\mathrm{W}, 258.53$ feer，along said norcher？y right of way，parallel with and 30.00 Feer North of the South line of said SE1／4；

Thence Na6 ${ }^{\circ} 5^{\prime} 04^{\prime \prime} \mathrm{W}$ ， 1098.49 feet along the northeriy line of Weld County Road 8 ，as described in Book 15551，Pages 39－43，Reception Nos．2495437－41 20 a point on the easte＝：
line of property described in Book 754 at Reception No．1676471；
Thance along said property the following chree courses：
$\therefore$ NOO～29＇16＂E， 49.80 fキet；
2） 453.09 feet along the arc of a tangent curve so the levt，said arc subcended by $a$ racius of 440.00 feet，a cencral angle of $59^{\circ} 00^{\prime} 00^{\prime \prime}$ ，and a chori bearing N29000＇44＂is 433．33 E゙ęc；
3）N5 ${ }^{\circ} 30^{\prime} 44^{\prime \prime} \mathrm{W}, 204.67$ Eaer to a poine 50.00 faer diseanc southeastarly，measured at tight angles，from the cancarline of the main track of the Boulder branch of the Unia
（continued）

Pacific Railroad Company as presencly constructed and operated，said right of way conveyed to the Union Pacific Railroad by deed recorded in gook 359 at Page 413； Thence northerly along a line drawn parallel and／or radially with said centerline of ma． racks the Eollowing nine courses：
I） 629.21 feet along the art of a non－tangent curre to the left，said arc subtended iy radius of 1007．50 feet，a centzal angie of $35^{\circ} 46^{\prime \prime} 37^{\prime \prime}$ ，and a chord bearing N07031＇37 E，619．03 Eeer；
2）Thence N1021． 52 N W ． 694.70 feet；
3） 894.20 Ėeet along the ars of a cançent curve to the＝ight，said arc subtended by a radius of 1237.50 Ezec，a centwal angle of $39^{\circ} 47^{\prime} 36^{\prime \prime}$ ，and a chorj bearing N0903：＇57 E， 375.34 E゙ニeと；
4）N29025＇45＂ב， 224.87 Eこeさ；
5） 463.9 feet aiong the are of a cangent curve to the lefr，said arc subcended by $a$
 E． 462.36 Ėきer；
6）N13032＇ラ4＂$コ$ ， 421.72 £eer；
7） 96 a． 21 feet along the arc of a rangerc curre $=0$ tie lef．，said arc subcanded by a
 E，96：．91 ז゙eer；
8）N05？10．12＂W，351．67 Eeet；
9） 165.08 Eeet aiong the arc of a targent curre so the rignt，said arc suntended by a radius of 1575.00 feet，a cencrai angie or $06^{\circ} 00^{\prime} 20^{\prime \prime}$ ，and a chord bearing No2010＇02 W，155．OL Eeer 50 a poinc on che Nor：h line of the NE1／4 oí Section 18；
Thence along said North Iine $589^{\circ}$ It＇$^{\prime} 40^{\prime \prime}$ z， 1206.77 feet to the poinc of beginning． EXCEPTING THERERRCM a rroad right of way 3 Eeet in width leading to said cemerery from Eriex，so descrioed in Elook 30 at Dage 4 a3．

## Section 8 Property

Two parceis of land situace in the SEl／4 of Section 8 ，Township 1，Norch，Range 58 West $=$ the 6ch 2．M．，Weid Councy，more particularly described as follows：

DARCEI 3

Commencing at the Southeast corner of Section 8 ，Township 1 North，Range 30 West，6ci P．M．，from whence the East $1 / 4$ corner oí said section lies N00049＇09＂E，2674．58 Eeer： Thence N45904＇48＂ $\mathrm{W}, 4 \mathrm{y} .78$ feet to the point of beginning， 30.00 fest Nozth of the Scu： line of said sec：ion；
 satid section co a point on the Norti－Souch centertine of Secsion 3 ；
Thence N $00^{\circ} 21^{\prime} 3$＂$^{\prime \prime}$ E， 1579.23 Feet along said North－South centerinine to a poine on eha South right oí way line of che Union Jacizic Rainzoad，saic zight－oíway conveyed co fine Onion Peci三ic Railrcad by a deed recorded Jurie 13，1912，in 3cck 359 at Page 4ia，said righe－oz̈－way line being 50.00 fear distanc southeriy as measured at right argies or cadially Enom the existing main track conterline；
Thence along said right of way the following thrae courses：
1）N42043＇40＂E，467．34 ᄃeロロ，
 radius of 1858.50 feet，a central angle of $33^{\circ} 30^{\prime} 06^{\prime \prime}$ ，and a chord bearing $569^{\circ} 28^{\prime} 43^{\prime \prime}$ E， 1673.07 Eeer，
3） $\mathrm{S} 83^{\circ} 46^{\prime} 14^{\prime \prime} \mathrm{E}, 772.36$ Feet co a point 30.00 feet Nest of che East line of the $\mathrm{Si} / 2 \mathrm{of}$ the section；
Thence $500^{\circ} 49^{\prime} 09^{\prime \prime}$ W， 2380.71 Eeet parallel with and 30.00 feer West of the East line of the $S 1 / 2$ to the point of beginning
（continued）

## PARCET 3-1

Commencing at the East $1 / 4$ corner of Section 8 , Township 1 Norch, Range 68 Nest, 6ch P.M. from whence the Southeast corner of said section lies $500^{\circ} 49^{\prime} 09^{\prime \prime} \mathrm{W}, 2674.68$ feer; Thence along the East-कest centerline Sa9035'35" w, 30.00 feet to the point of beginning;
 $51 / 2$ of Section 8 to a point on the norinerly right-of-way line of the union pacific Railroad, said right of way conveyed to the Union Pacific Railroad by a deed racorded ut: 13, 1912, in Bock $35 \ni$ at Page $4 \pm 9$, saic right-ôtway line being 50.00 fees distant northerly as measured at right angles or radialiy Erom the existing main track cencerline;
Thence following said ncriherly =ight of way the following tiree courses:

1) N8346.14" ${ }^{\circ}$, 762.89 feet,
2) 1828.8I feat along the are of a tangent curye to the lezt, said arc subcender by a radius of 1953.50 feet, a cenc=ai angle of $53^{\circ} 30^{\prime} 05^{\prime \prime}$, anc a chora bearing $565^{\circ} 29^{\prime \prime} 3^{\prime \prime}$ W, 1763.09 feet;
3) $542^{\circ} 43^{\prime} 40^{\prime \prime} \mathrm{W}, 353.98$ feet to a point on the Nor=h-Scuth centerline of Section 3; Thence N00 01 '31" E, 943.91 Eeet along said North-Souch cencerline to poinc on the Easc-Wesc cencerline of said Section 8;
Thence N89035'35" E, 2653.15 feer along the East-West centerine to the point of beginning.

## 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.

EXHIBIT 2A



| encama. |
| :---: |
| TOWNSHIP 1 NORTH, RANGE 68 WEST |
| SECTION 18: NE $1 / 4$ |
| WELD COUNTY, COLORADO |
| SCALE: $1^{\prime \prime}=150^{\prime} \quad$ SEPTEMBER 26, 2011 |

EXHIBIT 2A. 2

CnCama
TOWNSHIP 1 NORTH, RANGE 68 WEST
SECTION 18: SE $1 / 4$
WELD COUNTY, COLORADO
SCALE: $1^{\prime \prime}=150^{\prime} \quad$ SEPTEMBER 26,2011


## 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.

## EXHIBIT 2B



PROPOSED FUTURE PIPELINE EASEMENT (50' TEMPORARY \& $30^{\prime}$ PERMANENT)




TEMPORARY EASEMENT AREA

OIL \& GAS OPERATIONS AREA
g —
PROPOSED FUTURE PIPELINE EASEMENT (50' TEMPORARY \& $30^{\prime}$ PERMANENT)

## encama

naturat yas

TOWNSHIP 1 NORTH, RANGE 68 WEST SECTION 8: $\mathrm{NE}^{1 / 4 S^{1} 1 / 4}$ WELD COUNTY, COLORADO

## Exhibit 3 <br> 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 $\qquad$ day of $\qquad$ , 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 $109918^{\text {th }}$ Street, Denver, Colorado 80202.

## RECITALS

A. KMGG is the successor in interest to a Right-of-Way Grant ("Easement") across a portion of the $\qquad$ of Section $\qquad$ Township 1 North, Range 68 West of the 6th P.M. in Weld County, Colorado. The Easement was originally conveyed to natural gas pipeline purposes by instrument recorded $\qquad$ reception \# for of the records of the Weld County Clerk and Recorder.
B. Tallgrass is the current owner of a portion of the $\qquad$ of Section $\qquad$ Township 1 North, Range 68 West, $6^{\text {th }}$ 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-ofWay 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 $\qquad$ feet (__ ' ) during construction of the relocated portion of the pipeline(s) and any maintenance thereto, and subsequent to construction shall be $\qquad$ feet $\qquad$ ').
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 $\$$ $\qquad$ . 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: $\qquad$

Title: $\qquad$

## KERR-MCGEE GATHERING LLC

a Colorado limited liability company
By: $\qquad$

STATE OF COLORADO ) ) ss.
COUNTY OF
The foregoing instrument was acknowledged before me this $\qquad$ day of $\qquad$ _, 201_, by $\qquad$ as $\qquad$ , on behalf of $\qquad$ .

Witness my hand and official Seal.
My Commission Expires: $\qquad$

Notary Public
(SEAL)

## STATE OF

COUNTY OF
)
)ss.
)

The foregoing instrument was acknowledged before me this ___ day of _, 201_, by $\qquad$ as Agent and Attorney-in-Fact for Kerr-McGee Oil \& Gas Onshore LP, a Delaware Limited Partnership, in its capacity as Manager of KerrMcGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official Seal.
My Commission Expires: $\qquad$

Notary Public
(SEAL)

## 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 , $20 \ldots$, from TALLGRASS INVESTORS, LLC with an address of 2500 Arapahoe Avenue, Suite 220, Boulder, Colorado 80302 ("Grantor") to ("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-ofway(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, $6{ }^{\text {TH }}$ PM

Section $\qquad$ :

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 $\qquad$ feet (') and subsequent to construction shall be $\qquad$ 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.

[^6]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:
$\qquad$
$\qquad$

Grantee:

By:
Name:
Agent \& Attorney-in-Fact

STATE OF COLORADO
)
) ss.
COUNTY OF $\qquad$ )

The foregoing instrument was acknowledged before me this ___ day of _ , 201_, by $\qquad$ as $\qquad$ of Tallgrass
Investors, LLC.
Witness my hand and official Seal.
My Commission Expires: $\qquad$

Notary Public

STATE OF $\qquad$ )
ss.

COUNTY OF $\qquad$ )

The foregoing instrument was acknowledged before me this $\qquad$ day of $\qquad$ 201_, by , as Agent and Attorney-in-Fact of , on behalf of such company.

Witness my hand and official Seal.
My Commission Expires: $\qquad$

Notary Public

## 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.

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

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 $12^{\prime \prime}$. 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.


## 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 20 kV , are installed parallel to a KMGG pipeline a minimum horizontal distance of $15^{\prime}$ 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 $48^{\prime \prime}$ nor more than $72^{\prime \prime}$. All cover that exceeds $72^{\prime \prime}$ or less than $48^{\prime \prime}$ will be approved in writing by KMGG. This does not preclude KMGG from installing the pipeline at a minimum cover of $36^{\prime \prime}$ as provided for in CFR 49 Part 192. Cover during all construction activities will NEVER be less than $36^{\prime \prime}$ 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.


## 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 $8^{\prime}$ 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 $36^{\prime \prime}$ 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 $12^{\prime \prime}$ 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.


## 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
Staff Engineer:
Pipeline Foreman:
Construction Foreman:
Construction Supervisor

## Emergency Contacts:

On call supervisor
Kerr McGee 24 hour emergency number
One Call Emergency

Kevin Osif, P.E.
Joseph E. Sanchez, P.E. James Phillips
Jim McQuiston
Darrel Gentry

Phone: (303) 655-4307
Phone: (303) 655-4319
Phone: (303) 655-4343
Phone: (303) 655-4326
Phone: (303) 655-4326

Phone: (303) 559-4001
Phone: (303) 659-5922
Phone: 811

## MEMORANDUM OF SURFACE USE AGREEMENT

This Memorandum of Surface Use Agreement ("Memorandum") is made and entered into effective this 16 day of March , 201 $q$, by and between DAYBREAK RECOVERY ACQUISTION LLC, a Delaware limited liability company, with an address of 1251 Avenue of the Americas, $50^{\text {th }}$ 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 $109918^{\text {th }}$ Street, Suite 1800, Denver, CO 80202; and KERR-MCGEE GATHERING LLC ("KMGG"), also with an address of $109918^{\text {th }}$ 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, $6^{\text {th }}$ 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


## DAYBREAK RECOVERY ACQUISITION LLC, A Delaware limited liability company <br> By: <br> 

## KERR-MCGEE GATHERING LLC

By:
Name:


## ACKNOWLEDGEMENTS

STATE OF NEW Yok )
COUNTY OF (6TluCSin ) ss.
COUNTY OF NESTRHESTE )
The foregoing instrument was acknowledged before me this 16 day of $N A P C H, 201 \not \subset$, by Jon Shumaker, individually, and as ACCTLOR LZEDSIGNATOM / of Daybreak Recovery Acquisition LLC, a Delaware limited liability company.

Witness my hand and official seal.
[S E A L]


STATE OF COLORADO
COUNTY of Denver
)
) ss.

The foregoing instrument was acknowledged before me this 20 day of march, 2017, by Limdsy NJcifee as Agent \& Attomey-in-Fact of Kerr-McGee Oil \& Gas Onshore LP.

Witness my hand and official seal.


Notary Public
My Commission Expires:01.08.2018 ) 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]

REBECCA GILL
Nctary Public - State of Colorado Notary ID 20014036429
My Commission Expires Jan 8, 2018


Notary Public
My Commission Expires: 01.08 .2018

## EXHIBIT A TO MEMORANDUM

## SW1/4 SE1/4 SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST, 6TH P.M.



## LEGEND

- EXISTING WELL
$-\cdots-$
111
IND 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)

| CONSUITING, ILC <br> LOVEAND OHFCE Sheridan ohtice <br> 1633 Foxatid Dive. Sits 24 leys Satution Aviou <br>  | DATE SURVEYED: DATE: DRAFTER: REVISED: | $\begin{array}{r\|} \text { N/A } \\ 10 / 28 / 16 \\ \text { JFE } \\ 2 / 13 / 16 \end{array}$ | DATA SOURCES: <br> - AERIAL COURTESY OF ESRI, INC. <br> - WATER WELLS COURTESY OF colorado division of water RESOURCES | PREPARED FOR: <br> Kerr-McGee Oil \& Gas Onshore L.P. |
| :---: | :---: | :---: | :---: | :---: |


[^0]:    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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[^5]:    （cont：nued）

[^6]:    *Fifty (50) feet construction/thirty (30) feet permanent for Section 8 and Seventy-Five (75) feet construction/fifty (50) feet permanent for Section 18.

