



CONDITIONAL USE PERMIT-MINOR AMENDMENT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 2) included in this packet for more information on each submittal item.

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

1. Development Application Form (pg. 3)
2. Application Fees (see table) Submitted online via Citizen Access
3. Written Explanation of the Project
4. Site Plan Showing Proposed Development
5. Copy of Original Approval (resolution or decision letter)
6. Proof of Ownership (warranty deed or title policy)
7. Proof of Water and Sewer Services N/A
8. Proof of Utilities (e.g. electric, gas)
9. Legal Description Included in Written Explanation of Project
10. Certificate of Taxes Paid
11. Sound Impact Analysis

Application Fees	Amount	Due
Conditional Use Permit (minor amendment)	\$500	With application submittal
Tri-County Health *made payable to Tri-County Health	\$360	With application submittal



Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

Crestone Peak Resources Midstream LLC

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

Crestone Peak Resources Midstream LLC

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

CVL Consultants of Colorado, Inc.

DESCRIPTION OF SITE

Address: 38th Avenue & Imboden Road

City, State, Zip: unincorporated Adams County

Area (acres or square feet): 0.13 acres

Tax Assessor Parcel Number: 0181719401001

Existing Zoning: A3

Existing Land Use: Agricultural

Proposed Land Use: Oil and Gas Facility

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#: 2020-00033

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name: David Stewart

Date: 9/10/2020

Owner's Printed Name

Name: *David Stewart*

Owner's Signature



September 11, 2020

Adams County Community & Economic Development Department
Attn: Thomas Dimperio
4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218

**RE: Pony Station Minor Amendment
Written Explanation**

Dear Mr. Dimperio:

On behalf of the applicant, Crestone Peak Resources Midstream LLC, CVL Consultants of Colorado, Inc. presents this application for a Minor Amendment of the existing Pony Station Oil & Gas Facility Conditional Use Permit (CUP). Proposed improvements with this Minor Amendment include the addition of a 200 Bbls Condensate Storage Tank and Combustor. These improvements are proposed to reduce emissions regulated by the Colorado Department of Public Health and Environment (CDPHE). No grading or drainage changes are proposed with this amendment.

The existing Pony Station Oil & Gas Facility is located in an agricultural area in the southeast corner of Section 19, T3S, R64W of the 6th PM, in Adams County. The existing site is located approximately 140 feet north of East 38th Avenue and approximately 170 feet west of Imboden Road. The nearest residential neighbors are approximately 900 feet and 1,500 feet away. The site is located on property zoned A-3. It is tributary to Bear Gulch. Existing uses and structures consist of on-site pumping and oil and gas equipment. The site is accessed off 38th Avenue, and a short constructed private gravel access road.

The site was constructed by ConocoPhillips Company/Bronco Pipeline Company in 2013, to support production operations. Certain assets owned by ConocoPhillips Company and Bronco Pipeline Company, including this site and nearby existing gathering infrastructure, were purchased by Crestone Peak Resources Midstream LLC.

Legal Description: SUB: TOUCH AMERICA SUBDIVISION LOT:1 EXC RD (REC NO 2015000011495)

If you have any questions regarding this application, please do not hesitate to call me directly at 720.249.3539 or email me at mlundquist@cviinc.net.

Sincerely,

CVL Consultants of Colorado, Inc.

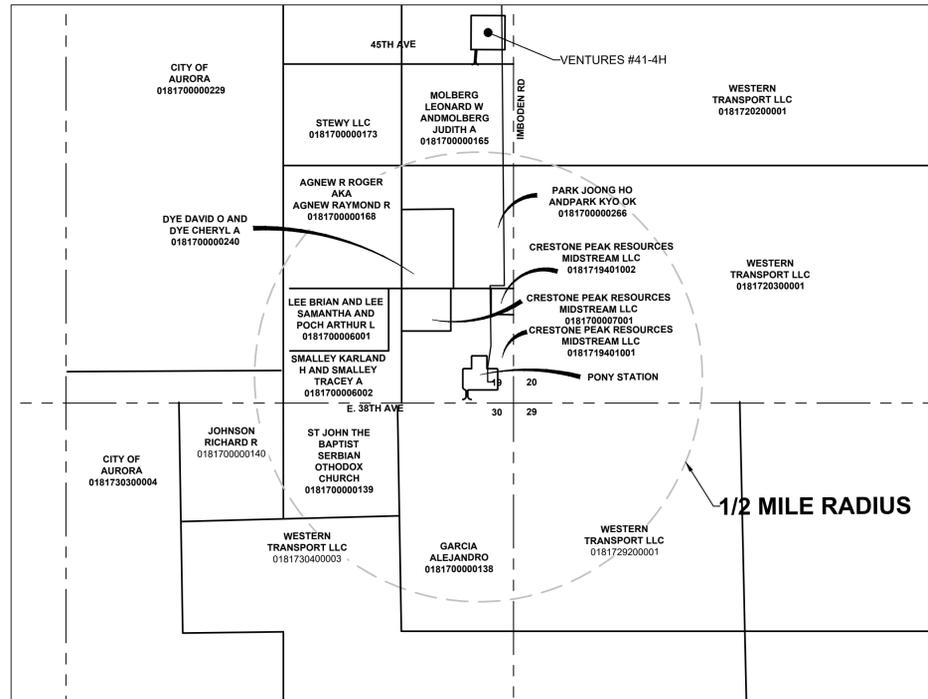
A handwritten signature in blue ink that reads 'Melinda E. Lundquist'.

Melinda E. Lundquist, PE
Senior Vice President

cc: Nancy Floyd, *Crestone Peak Resources Midstream LLC*

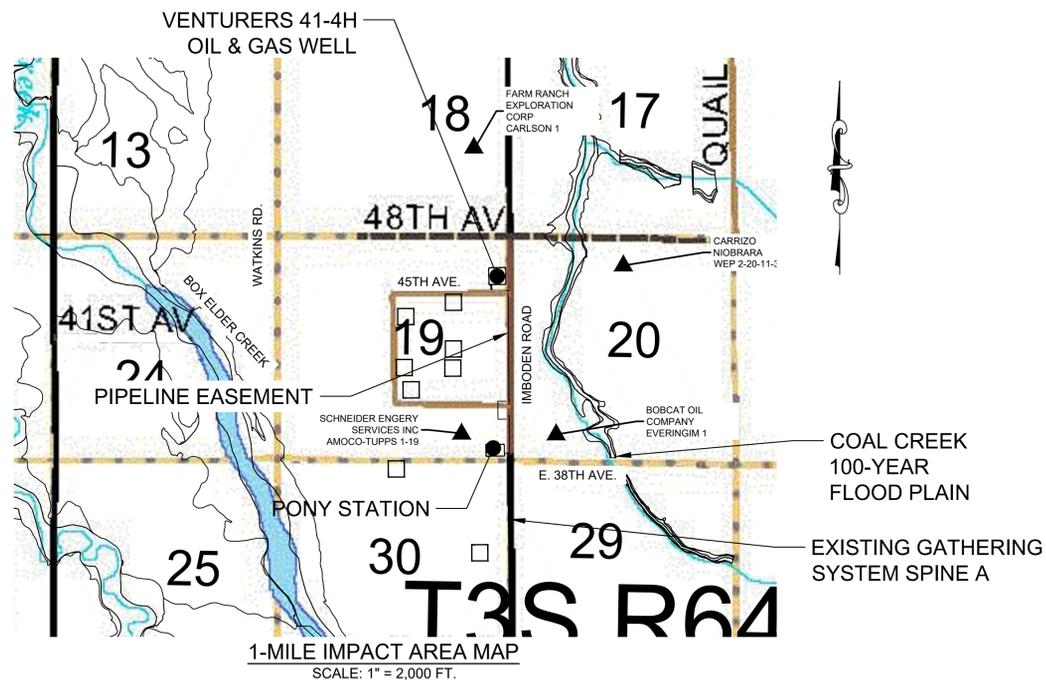
PONY STATION OIL AND GAS FACILITY CONDITIONAL USE PERMIT-MINOR AMENDMENT

SECTION 19, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



ADJACENT PROPERTY OWNERS MAP

SCALE: 1" = 1,000 FT.



1-MILE IMPACT AREA MAP
SCALE: 1" = 2,000 FT.

LEGAL DESCRIPTION:
PARCEL 0181719401001
SUB: TOUCH AMERICA SUBDIVISION LOT:1 EXC RD. (REC NO 2015000011495)

EXISTING ZONING:
1. EXISTING ZONING: A-3
2. ADJACENT PROPERTIES ZONING: A-3, A-1
3. ADJACENT PROPERTIES DENSITY:
NORTH = 0.0460 DU/ACRE
EAST = 0.0000 DU/ACRE
SOUTH = 0.0015 DU/ACRE
WEST = 0.0015 DU/ACRE

PROJECT DISTURBANCE ACREAGE
TOTAL: 0.13 ACRES

ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS

SECTION 4-13-03 DESIGN REQUIREMENT AND PERFORMANCE AND OPERATIONAL STANDARDS FOR NOISE

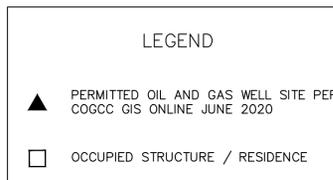
1. THE MAXIMUM PERMISSIBLE SOUND PRESSURE FOR ANY CONTINUOUS SOURCE OF SOUND ARE ESTABLISHED FOR A TIME PERIOD WITHIN EACH ZONE DISTRICT LISTED. SOUND PRESSURE LEVELS SHALL BE MEASURED AT THE PROPERTY LINE OR BOUNDARY OF A PUBLIC RIGHT-OF-WAY, AT A HEIGHT OF AT LEAST FOUR (4) FEET ABOVE THE IMMEDIATE SURROUNDING SURFACE, ON A SOUND LEVEL METER OF STANDARD DESIGN AND OPERATED ON THE "A" WEIGHTING NETWORK.

ZONE A-3	DAY 7AM-10PM 80dBA	NIGHT 10PM-7AM 75dBA
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2. LIMITS OF CONSTRUCTION ACTIVITIES: NO PERSON SHALL ENGAGE IN OUTDOOR CONSTRUCTION ACTIVITIES IN ANY ZONE DISTRICT BETWEEN THE HOURS OF 10 PM AND 6 AM. CONSTRUCTION PROJECTS SHALL BE LIMITED TO A MAXIMUM PERMISSIBLE NOISE LEVEL OF 80dBA IN ALL ZONE DISTRICTS. CONSTRUCTION ACTIVITIES DIRECTLY CONNECTED WITH THE ABATEMENT OF AN EMERGENCY ARE EXCLUDED FROM THIS TIME RESTRICTION. ANY CONSTRUCTION ACTIVITY WHICH WILL BE PERFORMED OUTDOORS BETWEEN THE HOURS OF 10 PM AND 7 AM SHALL BE REQUIRED TO OBTAIN A SPECIAL PERMIT.

GENERAL CONSTRUCTION NOTES:

- THE SITE PLAN, EQUIPMENT AND INFORMATION SHOWN HEREIN ARE FOR REFERENCE ONLY AND ARE NOT INTENDED TO BE USED FOR CONSTRUCTION. ENGINEERED CONSTRUCTION DRAWINGS RELATIVE TO THIS SITE WILL BE SUBMITTED AND APPROVED FOLLOWING ALL APPLICABLE ARAPAHOE COUNTY STANDARDS AND PROCEDURES.
- IMAGES SHOWN HERE ARE REPRESENTATIVE OF TYPICAL EQUIPMENT FOR THE SITE. ACTUAL EQUIPMENT MAY VARY SLIGHTLY IN SIZE AND/OR COLOR.
- THE DIMENSIONS AND LAYOUT DEPICTED IN THE SITE PLAN SHOWN ARE REPRESENTATIVE OF THE SITE. ACTUAL DIMENSIONS AND LAYOUT MAY CHANGE BASED ON THE VARIABILITY OF THE EQUIPMENT.
- THE SURFACE MATERIAL FOR THE PAD SITE WILL BE GRANULAR MATERIAL.



SHEET INDEX

1.	COVER SHEET
2.	SITE PLAN

BENCHMARK
BENCHMARK 374 LOCATED ON THE SECTION LINE BETWEEN SECTIONS 12 AND 13, T5S, R64W, 6TH P.M., TAKEN FROM 1988 PUBLISHED DATUM BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY AS BEING 6054.61 FEET.

CONDITIONAL USE PERMIT-MINOR AMENDMENT ENGINEER'S CERTIFICATION
I HEREBY CERTIFY THAT THIS CONDITIONAL USE PERMIT-MINOR AMENDMENT DRAWING FOR THE PONY STATION EXPANSION WAS PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE PROVISIONS OF ADAMS COUNTY STORM DRAINAGE DESIGN AND STORMWATER QUALITY REGULATIONS FOR THE OWNERS THEREOF.

MELINDA E. LUNDQUIST, PE, LEED AP
COLORADO REGISTRATION 38413
CVL CONSULTANTS OF COLORADO, INC.

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
UNCC 1-800-922-1987
UTILITY NOTIFICATION
CENTER OF COLORADO

10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-2826 Fax: (720) 482-2826	CRESTONE PEAK RESOURCES MIDSTREAM LLC ATTN: NANCY FLOYD 34501 E. QUINCY AVE., BLDG #1 WATKINS, CO 80137 PHONE: 720-990-3235	PONY STATION OIL AND GAS FACILITY MINOR AMENDMENT ADAMS COUNTY CONDITIONAL USE PERMIT COVER SHEET	SCALE: AS SHOWN	FILE NO: 13.0330001	DRAWN BY: KRW	CHECKED BY: MEL	DATE: 09-11-2018	NO. OF REVISIONS: 1	REVISIONS: REVISION TO ADD CONDENSATE STORAGE TANK & COMBUSTOR	NO.	DATE	APPR.	DATE
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Transportation Department
Construction Management
4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6821
FAX 720.523.6996
www.adcogov.org

September 10, 2015

Bronco Pipeline Company
34501 E. Quincy Ave., Bldg. 1
Watkins, Colo. 80137
Attn: Supervisor – PTRRC, Mr. Wayne McCreesh

RE: Bronco Pipeline Company, Pony Station (Case No. PRC2014-00002 & INF2014-00021)

Dear Mr. McCreesh:

The Adams County Transportation Department does hereby grant Preliminary Acceptance of public improvements constructed at the Bronco Pipeline, Pony Station, beginning September 10, 2015. Per the commissioners resolution numbers 2014-304 and 2014-305, no financial security was required for this project.

During the one-year preliminary acceptance guaranty period, the Bronco Pipeline Company, will, at its own expense, maintain and make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, shall become necessary. Upon completion of the one-year guaranty period, please submit a written request for final acceptance. If the public improvements are found to be in satisfactory condition, final acceptance will be recommended to the Adams County Board of County Commissioners (BoCC). The BoCC shall grant final acceptance of the public improvements. Final acceptance of the public improvements by the BoCC will officially end the warranty obligations of the Bronco Pipeline Company.

Respectfully,

Gordon Stevens
Construction Inspection Supervisor

I concur,

René Valdez
Infrastructure Manager

Approved,

Jeffery A. Maxwell
Transportation Department Director

CC:

Gonzales, Raymond-Deputy County Manager
Sullivan, Kristen-Deputy Director of CEDD
Maxwell, Jeffery-Transportation Department Director
Valdez, René-Infrastructure Manager
Reichert, Jeremy-Operations Manager
Appials, Nana-Development Services Manager

Blair, Justin- Chief Building Official
Ha, Mary-General Accounting Manager
Edelstein, Doug-Deputy County Attorney
Archuleta, Julianna-Stormwater Program Coordinator
Stevens, Gordon-Construction Inspection Supervisor

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Doriso
DISTRICT 4

Jan Pawlowski
DISTRICT 5

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN BRONCO
PIPELINE COMPANY AND ADAMS COUNTY

Resolution 2014-304

WHEREAS, Developer desires to construct approximately one quarter mile of underground steel pipelines and appurtenances in Adams County (as more particularly described in that certain Conditional Use Permit Application per Case PRC2014-00002) to allow construction of a liquids handling facility with associated equipment for natural gas and gas liquids; (“the Project”); and

WHEREAS, the Project will allow production oil and gas to occur, increase efficiency of delivering products to market; and, reduce impacts to local roads by reducing truck traffic in furtherance of the goals of the Adams County Comprehensive Plan; and

WHEREAS, per Case #PRC2014-00002, the Developer submitted an application for a Conditional Use Permit to allow construction of a liquids handling facility with associated equipment for natural gas and gas liquids; & a request to rezone Lot 1 of an existing PUD (approximately 34.12 acres) to the A-2 Zone District to Adams County in accordance with the requirements outlined in Chapter 2 of the Adams County Development Standards and Regulations (“the Regulations”) the Conditional Use Permit and Rezoning Checklist, and requested submittal criteria from the Adams County Areas and Activities of State Interest (“AASI”) Checklist; and

WHEREAS, it is provided by Sections 1-02-01-02-08 and 1-08 of the Regulations of the Board of County Commissioners, County of Adams, that where designated, the Developer shall have entered into a written agreement with the County addressing Developer’s and the County’s obligations with regard to the Project as a condition of approval for the CUP.

WHEREAS, the County and the Developer have planned and designed the Project so it will not prohibit future development, and so that it will not add cost to the County’s future infrastructure plans to support development.

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement with Bronco Pipeline Company, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this AGREEMENT on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco Chairman _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24th day of June, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

TOUCH AMERICA PLANNED UNIT DEVELOPMENT - MINOR AMENDMENT NO. 1

LOCATED IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 64 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

LEGAL DESCRIPTION (TOUCH AMERICA P.U.D. AS RECORDED AT PUD: 3394, RECEPTION NO. C0856525):

A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N89°17'47"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 19 A DISTANCE OF 1370.77 FEET; THENCE N00°05'37"E, 1322.95 FEET; THENCE S89°21'25"E, 1369.64 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER; THENCE S00°02'43"W ALONG SAID EAST LINE 1324.41 FEET TO THE POINT OF BEGINNING, EXCEPT 30 FEET FOR COUNTY ROAD EASEMENT ALONG THE ENTIRE NORTHERLY PROPERTY LINE AND EXCEPT A 30 FOOT RIGHT OF WAY FOR COUNTY ROAD IN PLACE ALONG THE EASTERLY PROPERTY LINE, AND EXCEPT LOT 1, SCHROEDER FINAL PLAT, COUNT OF ADAMS, STATE OF COLORADO.

BASIS OF BEARINGS: THE EAST LINE SOUTHEAST ONE-QUARTER SOUTHEAST ONE-QUARTER SECTION 19, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR S00°02'43"W.

THIS PARCEL SUBJECT TO COUNTY ROAD RIGHTS OF WAY.

CONTAINS: 35.12 ACRES MORE OR LESS.

LEGAL DESCRIPTION TOUCH AMERICA PUD AMENDMENT NO. 1:

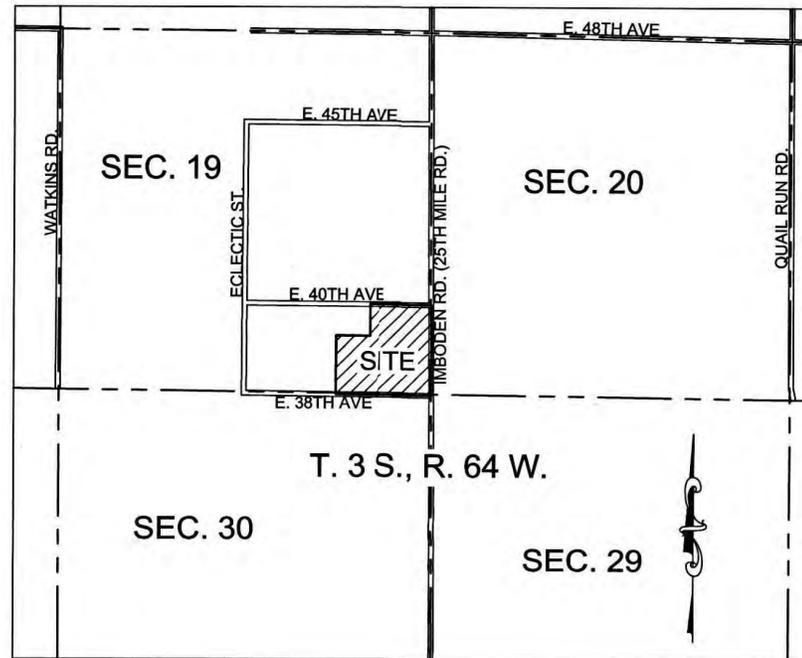
LOT 2, TOUCH AMERICA SUBDIVISION, AS RECORDED AT RECEPTION NUMBER C0856526 IN THE RECORDS OF ADAMS COUNTY, COLORADO.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL TIME ZONE, NORTH AMERICAN DATUM 1983 (CORS1996), AND WERE DETERMINED FROM GPS OBSERVATIONS AND NGS/OPUS SOLUTIONS, THE MEAN CONVERGENCE FOR THIS SURVEY IS 00°34'41". THE GRID BEARING BETWEEN THE SOUTHEAST CORNER OF SECTION 19 AND THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 CORNER OF SECTION 19 AND MONUMENTED AS SHOWN HEREON BEARS N00°31'39"W.

PROGRAM NARRATIVE:

THE ORIGINAL TOUCH AMERICA FINAL PLANNED UNIT DEVELOPMENT (PUD) ENCOMPASSED A 35.12 ACRE PARCEL IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PM IN ADAMS COUNTY, COLORADO. THE PARCEL WAS SUBSEQUENTLY SUBDIVIDED INTO LOTS 1 AND 2 BY THE TOUCH AMERICA SUBDIVISION, RECORDED AT RECEPTION NUMBER C0856526 IN THE RECORDS OF ADAMS COUNTY, COLORADO. IT IS LOCATED AT THE NORTHWEST CORNER OF IMBODEN ROAD AND EAST 38TH AVENUE. THE ORIGINAL TOUCH AMERICA PUD PLAN SET FORTH DETAILED SPECIFIC USES FOR THE LOT 2 PORTION OF THE SITE, A 1.0 ACRE PARCEL IN THE NORTHEAST CORNER OF THE SITE. LOT 1 WAS SPECIFIED TO CONTINUE WITH ITS CURRENT RESIDENTIAL AND AGRICULTURAL USES.

THE PURPOSE OF THIS PUD AMENDMENT IS TO REMOVE LOT 1 FROM THE PUD. LOT 1 WILL SUBSEQUENTLY BE REZONED TO A-2 ZONING, AND BE DEVELOPED FOR USES ALLOWED WITHIN THAT ZONING CATEGORY. DEVELOPMENT OF THIS A-2 ZONED PORTION OF THE PROPERTY WILL BE ACCOMPLISHED VIA THE "CONDITIONAL USE PERMIT" (CUP) PROCESS IN ADAMS COUNTY. NO CHANGES ARE CONTEMPLATED ON THE REMAINING LOT 2 PARCEL.



**VICINITY MAP
NOT TO SCALE**

CERTIFICATE OF OWNERSHIP:

WE, BRONCO PIPELINE COMPANY, BEING THE OWNERS OF TOUCH AMERICA P.U.D. MINOR AMENDMENT NO. 1 LOCATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, HEREBY SUBMIT THIS PLANNED UNIT DEVELOPMENT PLAN-AMENDMENT AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREON.

FOR BRONCO PIPELINE COMPANY:

Brian Calloway
BRIAN CALLOWAY, ATTORNEY IN FACT

STATE OF ~~COLORADO~~ ^{TEXAS}
COUNTY OF ~~ADAMS~~ ^{EL PASO}

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF October, 2013, BY BRIAN CALLOWAY AS ATTORNEY IN FACT FOR BRONCO PIPELINE COMPANY.

NOTARY PUBLIC *Sandra Stevens*

MY COMMISSION EXPIRES: 01-15-2016

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 20____.

CHAIRMAN _____

CERTIFICATE OF THE CLERK AND RECORDER:

THIS PLANNED UNIT DEVELOPMENT AMENDMENT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ AM ON THE _____ DAY OF _____, 20____.

COUNTY CLERK AND RECORDER _____

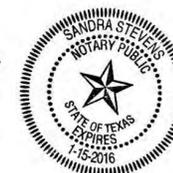
BY DEPUTY: _____

THE FOLLOWING ADDITION AND DELETIONS IN THE P.U.D. WERE MADE BY THE BOARD OF COUNTY COMMISSIONERS AT THE TIME OF APPROVAL.

APPROVED AS TO FORM BY:

DIRECTOR OF PLANNING AND DEVELOPMENT

COUNTY ATTORNEY



FILE NO. _____
MAP NO. _____
RECEPTION NO. _____

N:\PROJECTS\2013\1001 COP GATHR\CAD\ENGINEERING\98127 SETS\ADAMS CNTY\PUD1 - COVER PAGE REV 1.DWG. PATD. 2/10/11

10333 E. Dry Creek Rd. Suite 204 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546	CVL CONSULTANTS		BRONCO PIPELINE COMPANY 34501 E. QUINCY AVE. WATKINS, COLORADO 80137		TOUCH AMERICA - P.U.D. MINOR AMENDMENT NO. 1 ADAMS COUNTY		SCALE: AS NOTED	DRAWN BY: JLS	CHECKED BY: _____	DATE: SEPTEMBER 24, 2013
						SHEET NUMBER 1 OF 2			FILE NO. _____ MAP NO. _____ RECEPTION NO. _____	

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN BRONCO
PIPELINE COMPANY AND ADAMS COUNTY

Resolution 2014-305

WHEREAS, Developer desires to construct approximately one quarter mile of underground steel pipelines and appurtenances in Adams County (as more particularly described in that certain Conditional Use Permit Application per Case RCU2014-00003) to transport crude oil ("the Project"); and

WHEREAS, the Project will provide transportation of crude oil, natural gas, gas liquids, and produced water; increase efficiency of delivering products to market; and, reduce impacts to local roads by reducing truck traffic in furtherance of the goals of the Adams County Comprehensive Plan; and

WHEREAS, per Case #RCU201-00003, the Developer submitted an application for a Conditional Use Permit ("CUP") to Adams County in accordance with the requirements outlined in Chapter 2 of the Adams County Development Standards and Regulations ("the Regulations") the Conditional Use Permit Checklist, and requested submittal criteria from the Adams County Areas and Activities of State Interest ("AASI") Checklist; and

WHEREAS, it is provided by Sections 1-02-01-02-08 and 1-08 of the Regulations of the Board of County Commissioners, County of Adams, that where designated, the Developer shall have entered into a written agreement with the County addressing Developer's and the County's obligations with regard to the Project as a condition of approval for the CUP.

WHEREAS, the County and the Developer have planned and designed the Project so it will not prohibit future development, and so that it will not add cost to the County's future infrastructure plans to support development.

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement with Bronco Pipeline Company, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this AGREEMENT on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Chairman _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

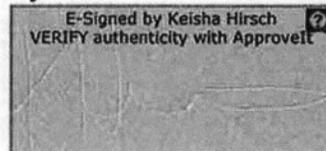
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24th day of June, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into by and between the COUNTY OF ADAMS, a political subdivision of the State of Colorado, hereinafter called “**County**,” and BRONCO PIPELINE COMPANY, 34501 E. Quincy Ave, Bldg. 1, Watkins, CO 80137, hereinafter called “**Developer**.”

WITNESSETH:

WHEREAS, Developer desires to construct approximately 6/10 mile of underground gathering pipelines, with a co-located fiber optic cable for automation and communication, in Adams County to transport natural gas and crude oil to the marketplace and produced water for collection and disposal (“**the Project**”); and,

WHEREAS, the Project will allow production of oil and gas to occur; increase efficiency of delivering products to market; and, reduce impacts to local roads by reducing truck traffic in furtherance of the goals of the Adams County Comprehensive Plan; and,

WHEREAS, Developer submitted an application for a Conditional Use Permit (“**CUP**”) to Adams County in accordance with the requirements outlined in Chapter 2 of the Adams County Development Standards and Regulations (“**Regulations**”), the Conditional Use Permit Checklist, and requested submittal criteria from the Adams County Areas and Activities of State Interest (“**AASI**”) Checklist, as defined in the Adams County Conceptual Review Meeting Summary Letter, dated December 21, 2012; and,

WHEREAS, Developer has acquired all necessary right-of-way easements and temporary construction easements prior to construction to utilize certain real property in the County of Adams, State of Colorado, as described in Exhibit “A” attached hereto, and by this reference made a part hereof (the “**Easements**”); and

WHEREAS, the County has designated its future road expansion plans in the Adams County Transportation Plan adopted November 8, 2012 (“**Transportation Plan**”); and

WHEREAS, it is provided by Sections 1-02-01-02-08 and 1-08 of the Regulations that where designated, the Developer shall have entered into a written agreement with the County addressing Developer’s and the County’s obligations with regard to the Project as a condition of approval for the CUP.

WHEREAS, the County and the Developer have planned and designed the Project so it will not prohibit future development, and so that it will not add cost to the County’s future infrastructure plans to support development.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

I. DEVELOPER’S OBLIGATIONS:

1. Pre-Construction Activities. Prior to site disturbance and commencing construction in the County, Developer shall:

- A. Submit construction plans to the Adams County Transportation Department and apply for the appropriate construction permits.
 - B. Prepare and submit a Stormwater Management Plan (“SWMP”) according to County standards. In the event that any portion of the Project is located within the MS4 permit boundary of unincorporated Adams County and greater than 1 acre of disturbance, a SWMP must be prepared according to County standards. Moreover, surety will be required for Best Management Practices (“BMPs”) located within the MS4 boundary. Stormwater BMPs shall be implemented for the construction phase to capture and treat all onsite stormwater runoff, in accordance with the requirements for the SWMP.
 - C. Prepare a Traffic Control Plan for the portion of the Project located within unincorporated Adams County and obtain approval from Adams County Transportation Department prior to commencement of construction. The Traffic Control Plan shall detail any impacts to the right-of-way during the construction of the Project including but not limited to lane closures, access to construction staging sites, and hours of operation. The traffic control plan shall be prepared in a way to minimize impacts to adjacent property owners during the construction period. The Developer shall be responsible to implement any necessary corrections to the traffic control plan.
 - D. Submit the Spill Prevention, Control and Countermeasure Plan (“Plan”) for the Niobrara Area to the County.
 - E. Secure all applicable local, state and federal permits for the Project and submit copies of these permits to the County for the portions of the Project located in Adams County only.
 - F. Secure all necessary Easements in Adams County for the Project before commencing construction activities within the easement area (“Easement Area”).
 - G. Submit copies of all executed Easements for the Project to the County except to the extent limited by Confidentiality Agreement obligations in which event a recorded Memorandum of Agreement will be provided.
 - H. Coordinate with Adams County Transportation to obtain the necessary permits prior to construction for work within the public right-of-way of floodplains (if applicable). Construction plans shall only be submitted for the portions of the Project located within unincorporated Adams County.
 - I. Obtain permits from the Colorado Department of Transportation (“CDOT”), City of Aurora, Arapahoe County and Union Pacific Railroad for the applicable portion of the Project in the County prior to construction for parcels located in Adams County.
2. Construction Activities. During construction, the Developer shall:
- A. Construct the Project in accordance with the approved construction plans. The Developer shall submit a certification letter from a Professional Engineer within

45 days of construction completion certifying that the Project was constructed in accordance with the approved plans.

- B. Manage stormwater in accordance with a SWMPP (Storm Water Management Prevention Plan) prepared under the Colorado Department of Public Health and Environment (“CDPHE”) Colorado Discharge Permitting System (“CDPS”) Permit and in accordance with the Clean Water Act National Pollution Discharge Elimination System (“NPDES”) regulations and Adams County’s Grading Erosion and Sediment Control standards. Stormwater Best Management Practices shall be implemented for the construction phase to capture and treat all onsite stormwater runoff, in accordance with the requirements for the SWMPP.
- C. Implement the approved Traffic Control Plan.
- D. Hours of operation for construction shall be 7AM to 10PM per Section 4-13 of the Adams County Development Standards, except during hydrostatic testing, horizontal directional drilling (“HDD”), and emergency situations that would cause the Developer to be out of compliance with any applicable local, state, or federal permit. The Adams County Director of Planning and Development may extend the hours and days of operation if there has been demonstration of a sufficient need.
- E. Comply with the revisions to the Air Quality Control Commission’s Regulation Numbers 3, 6, and 7 adopted by the Air Quality Control Commission in 2014, and as further amended by the Air Quality Control Commission or any other relevant agency or governing body.
- F. Comply with all applicable local, state and federal requirements.
- G. All trash, refuse and dirt hauling/construction trucks shall cover their loads pursuant to C.R.S. 42-4-1407.
- H. Be responsible for the cleanliness and safety of all roadways adjacent to the Project in Adams County in the event that there are any issues related to the Project during construction. If at any time, these roadways are found to be dangerous or not passable due to debris or mud caused by Project activities, the Developer shall cease Project operations immediately and clear the roadway of any and all debris or mud. The Project shall not resume until the County, in its sole discretion deems the roadway conditions acceptable. If the Developer fails to keep the adjacent roadways clean and free from debris caused by the Project activities, the Transportation Department has the option to do the required clean up and bill the charges directly to the Developer.

The Developer is responsible for repairing County right-of-way that is damaged as a result of the construction from the Project. Repairs shall occur as soon as possible, but no later than six (6) months following construction completion, unless an extension is granted by the County for extenuating circumstances. The Developer may submit evidence of the condition of the County’s right-of-way at the start and completion of construction in order to discern the pre-construction condition and the post-construction condition of the roadways.

- I. Remove all fluid spills such as hydraulic fluid and oil from maintenance of equipment, and dispose of same at a facility permitted for such disposal.
- J. Require all construction vehicles to have a backup alarm that shall comply with OSHA requirements, 29 CFR 1926.601(b)(4) and 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.
- K. Comply with Noise Standards during construction per Section 4-13-03 of the Adams County Development Standards. Respond promptly to noise complaints received and use reasonable efforts to resolve such complaints. The County will advise Developer of any complaints concerning noise that are referred to it and the Developer shall work with the County to amicably resolve the situation.
- L. Ensure that if fuel will be stored on the Project site, the following guidelines are implemented:
All fuel storage on the Project site shall be provided with secondary containment that complies with State of Colorado Oil Inspection Section Regulations; and fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and Developer shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Spill and drip containment pans shall be emptied frequently and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.
- M. Adhere to all applicable requirements of the Zoning, Health, Building, Engineering and Fire Codes.
- N. The County reserves all rights under the Regulations to seek enforcement of the terms of this Development Agreement. Remedies for failure to substantially comply with the requirements of this Development Agreement after provision of notice and a reasonable opportunity to cure in accordance with Section III, Item 5 may result in the initiation of court action seeking revocation of the Conditional Use Permit for the Project. Failure to comply with the requirements set forth in this Development Agreement may be justification for a Show Cause Hearing, where the Conditional Use Permit associated with this Development Agreement may be revoked.
- O. Comply with the comments that were submitted by Tri-County Health Department in their letter dated October 2, 2013. Developer will comply with all applicable sanitary and solid waste disposal measures and groundwater quality measures during construction and during maintenance activities thereafter. If discharge of groundwater is necessary during construction, Developer will obtain and comply with the terms of the discharge permit from the Colorado Department of Public Health and Environment Water Quality Control Division.
- P. Comply with the Bennett Fire Protection District requirements as stated in their letter dated March 28, 2014.
- Q. Comply with the comments that were submitted by Xcel Energy in their letter dated March 25, 2014.
- R. Comply with the comments that were submitted by the Colorado Division of Water Resources in their letter dated March 21, 2014.

- S. Comply with the comments that were submitted by the Denver International Airport (“DIA”) in their e-mail dated March 12, 2014.

3. Design Requirements.

- A. The Project will be designed to meet or exceed the minimum Federal Safety Standards contained in 49CFR192 and 49CFR195 and national engineering design codes for pipelines set forth by the American Society of Mechanical Engineers.
- B. Pipeline burial depths will conform to federal, state, and applicable engineering standards. The pipelines will be buried with a minimum of 48-inches of cover where practical and in locations where such burial depth is not achievable, additional mechanical protection will be provided, including but not limited to increased pipe wall thickness, power-crete, armored coating or other DOT approved material as stated in 49CFR192.8. If the standard minimum depth cannot be achieved, then the pipelines shall be protected per industry and regulatory government standards.
- C. To accommodate the County’s future development plans, Developer shall initially construct and install the pipeline to comply with the depth and wall thickness specifications at the locations described in Exhibit “B”, attached hereto and made a part hereof.

Developer agrees to avoid any regional drainage improvements, to the extent possible, as identified in the comments submitted by Adams County Transportation Department. The Developer shall install the pipeline at a depth below certain planned facilities to provide sufficient cover and avoid potential utility conflict at the locations described in Exhibit “B”. The County agrees to make all reasonable attempts to avoid the pipeline during the design and construction of future drainage facilities. In the event that a future regional drainage improvement project identified in Exhibit B requires the relocation of the pipeline, the Developer agrees to relocate the pipeline at its sole expense. Adams County will give 30 calendar days written notice if it determines that the pipeline needs to be re-located, after which Developer will relocate the pipeline within a reasonable time period.

- D. In the event that Adams County performs a roadway or drainage project that requires adjustment or relocation of the pipe line within the existing or future planned right-of-way as identified by the 2012 Transportation Plan, the applicant will be required to perform any adjustments or relocations at their own expense upon receiving notification from the County as a condition of this case.

For the future regional drainage facilities that are described in the *Lower Box Elder Creek Watershed* drainage study, and intersect with the proposed pipe line, it is recommended that the applicant either avoid them or install the line to a depth below the facility to provide sufficient cover and avoid potential utility conflicts.

It shall be the responsibility of the Developer to not disrupt or damage the functionality of any existing drainage facilities. The line must also be deep enough in order not to be vulnerable to erosion.

The Project shall conform to all applicable environmental regulations. Any documentation, including but not limited to SWMPs, copies of CDPS permits, and Erosion & Sediment Control Template / Plans, shall be provided to Adams County.

The Developer shall coordinate with Adams County Transportation Department to obtain the necessary permits prior to construction. Construction plans should only be submitted for the portions of the project located within unincorporated Adams County. At a minimum, the plans must contain the following:

- Jurisdictional boundaries
- Vicinity map
- Construction details
- Floodplains
- Right-of-way & easement lines
- Details of above-ground surface structures proposed in the public right-of-way
- Contact information on the plan sets
- Description of construction methods (boring versus open cut in roadways)
- Drawings that are scaled properly

Future easements for the pipeline that parallel county roads shall be located beyond the future expansion areas shown on the Adams County Transportation Plan. This shall be shown on the project plans.

4. Operational Requirements.

- A. The Project will be constructed to Federal Safety Standards contained in 49CFR192 and 49CFR195, as well as the Developer's operating standards and practices, and maintenance procedures. The Project will be operated in compliance with COGCC Series 1100 rules and regulations.
- B. The steel pipelines will have a corrosion prevention system.
- C. The Project will have a multi-faceted integrity management program, as required under federal pipeline safety standards contained in 49CFR195 for oil and crude lines and 49CFR192 for gas lines and the Developer's own pipeline integrity management programs. In the event that there is a conflict between any standard or regulation, the most restrictive standard shall apply.
- D. The Project will be operated in accordance with all applicable local, state and federal codes, laws and regulations, including but not limited to the Bennett Fire Protection District ("BFPD"), the Colorado Department of Transportation

("CDOT"), the Colorado Department of Public Health and Environment ("CDPHE"), the Federal Aviation Agency ("FAA"), and the Urban Drainage and Flood Control District ("UDFCD").

5. Post-Construction and Maintenance Requirements.

- A. Developer agrees to restore any disturbed County-owned lands in compliance with the requirements of applicable easement agreements, as soon as possible, but no later than one growing season after completion of construction. In the event that reseeded is unsuccessful in the first growing season, the Developer agrees to comply with the terms of the easement agreements to restore the land during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- B. Developer agrees to restore any disturbed private property in accordance with the applicable easement agreements as soon as possible upon completion of construction. In the event that reseeded is unsuccessful in the first growing season, the Developer agrees to comply with the terms of the easement agreements to restore the land during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- C. Construction plans submitted by the Developer to the County for the Project show the pipeline located completely outside of the future right-of-way as depicted in the Adams County 2012 Transportation Plan. In the event that the pipeline is not constructed in accordance with the construction plans approved by the County and there becomes a conflict with a future roadway expansion project, as such project is contemplated under the 2012 Transportation Plan, the Developer agrees to relocate the pipeline at its own expense. The Developer also agrees that the approval of encroachment agreement requests for parking lots and driveways on private property will not be unreasonably withheld.
- D. Developer agrees that it will not disrupt or damage the functionality of any existing drainage facilities.
- E. Developer agrees to submit "as built" construction drawings to the Adams County Assessor's Office within 120 days of construction completion in accordance with the procedures established by the County.
- F. Developer agrees to submit emergency contact information, emergency response plans, and final maps of the Project, including all associated valves and pipeline components, to the local fire districts along the Project and to the Adams County Office of Emergency Management before commencing operation of the facility.
- G. Maintenance of the Project will follow guidelines set forth in the Developer's Maintenance Procedures Guide, which meet or exceed regulatory requirements. Maintenance activities associated with the lines and permanent easement include, but are not limited to, the following:

- Implementation of a damage prevention program including observation of any construction activities by others on or near the permanent easement;
 - Implementation of a public education program;
 - Installation and maintenance of pipeline markers;
 - Inspection and maintenance of corrosion control systems;
 - Inspection of block valves;
 - Inspection of crossings by other pipelines, highways, utilities;
 - Inspection and maintenance of safety, control, mechanical, and electrical equipment;
 - Maintenance of communication equipment; and
 - Calibration of all instruments to comply with USDOT regulations.
6. Development Impact Fees. There are no development fees associated with this Project.
7. Encroachment Upon Future Right of Way. If any segment of the Project is parallel to an Adams County right-of-way, the pipeline shall be constructed a minimum of five (5) feet from the edge of the maximum future right-of-way width, as designated in the Adams County 2012 Transportation Plan.
- As development of the 2012 Transportation Plan is implemented, and if the location and existence of Developer's permanent easement precludes such development, Developer's overlapping easement rights shall be subordinated (subject to the then-existing rights of the parties, laws and regulations) to accommodate Adams County's development.
8. Acceptance and Maintenance of Public Improvements. Developer is not required to make any public improvements or make any public dedications in connection with the Project.
9. Writs. Developer hereby agrees that should it fail to comply with the terms of this Agreement, then the Board of County Commissioners of the County of Adams, State of Colorado, shall be entitled to seek from the Colorado State District Court for the Seventeenth Judicial District a writ of mandamus requiring said Developer to comply with the terms of this agreement.
10. Financial Security. The County has determined that there is no need for a guarantee of financial security with regard to this Project.
11. Successors and Assigns. This Agreement shall be binding upon the successors, and assigns of the Developer, and shall be deemed a covenant running with the real property described in Exhibit "A" attached hereto.

II. COUNTY'S OBLIGATIONS:

The County shall have no obligations associated with this Agreement.

III. GENERAL PROVISIONS:

1. No Third Party Beneficiaries. This Agreement is intended to describe and determine such rights and responsibilities only as between the parties hereto. It is not intended to and shall not be deemed to confer rights or responsibilities to any person or entities not named hereto.
2. Notices. Any and all notices, demands or other communications desired or required to be given under any provision of this Agreement shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by email addressed as follows:

To Developer:

Bronco Pipeline Company
Attn: SUPV - PTRRC
34501 E. Quincy Avenue, Bldg. 1
Watkins, CO 80137
Email: R-Wayne.McCreesh@conocophillips.com

With a copy to:

ConocoPhillips Company
Attn: Real Property Administration
Plaza Office Building
PO Box 7500
Bartlesville, OK. 74004

To Adams County:

Director, Department of Planning and Development
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601
Email: amontoya@adcogov.org

With a copy to:

Adams County Attorney
4430 South Adams County Parkway, 5th Floor, Suite C5000B
Brighton, CO 80601

Amendments.

3. Should any changes to the Conditional Use Permit be proposed before, during or after completion of the Project, the Developer shall submit the details of those changes to the

Adams County Planning & Development Director for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

This Agreement may be modified, amended, changed or terminated in whole or in part by an agreement in writing duly authorized and executed by the parties hereto with the same formality, and subject to the same statutory and regulatory requirement, as this Agreement.

4. Controlling Law. This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
5. Default. If either party is in default under this Agreement, the non-defaulting party shall provide written notice of said default to the defaulting party to the address provided in Section 2 immediately above. The defaulting party shall have 30 days to cure the default, unless an extension is granted in writing by the non-defaulting party for good cause. The non-defaulting party may seek all remedies available pursuant to the Agreement and under the law.
6. Costs and Fees. In the event of any litigation, arbitration or other dispute resolution process arising out of this Agreement, the parties agree that each will pay its own costs and fees.
7. Term. If this Project is abandoned for a period of 6 months, the Conditional Use Permit associated with this Development Agreement shall be voided.

BRONCO PIPELINE COMPANY (Developer)

By: Brian Calloway
BRIAN CALLOWAY, Attorney-in-Fact

MARTHA L GLASER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984015802
MY COMMISSION EXPIRES OCTOBER 3, 2016

The foregoing instrument was acknowledged before me this 8th day of May, 2014, by BRIAN CALLOWAY as Attorney-In-Fact of BRONCO PIPELINE COMPANY.

My commission expires: 10/03/2016

Address: 34501 E Quincey Ave.
Watkins, CO 80157

Martha L Glaser
Notary Public

APPROVED BY resolution at the meeting of June 24, 2014.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Yvonne Apodaca
Clerk to the Board

Charles "Chaz" Tedesco 6/24/14
Charles "Chaz" Tedesco, Chair

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

LIST OF EXHIBITS:

Exhibit A: Legal Descriptions – Easements

Exhibit B: Description of Potential Utility Conflict locations (Future Drainage Improvement Projects)

EXHIBIT A: LEGAL DESCRIPTIONS

PARCEL #: 0181719401001

LEGAL DESCRIPTION: LOT 1 TOUCH AMERICA SUBDIVISION, PART OF THE SOUTHEAST $\frac{1}{4}$, SECTION 19, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, CO. , AS RECORDED AT RECEPTION NO. C0856526 IN THE ADAMS COUNTY RECORD.

Parcel #: 0181719401002

LEGAL DESCRIPTION: LOT 2, COUNTRYSIDE SUBDIVISION, PART OF THE SE/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, AS RECORDED AT RECEPTION NO. 2004001250560 IN THE ADAMS COUNTY RECORD.

EXHIBIT B: DESCRIPTION OF POTENTIAL UTILITY CONFLICT LOCATIONS

NONE

ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

Recorded in
Adams County, Colorado

This Assignment, Conveyance, and Bill of Sale (“**Assignment**”), dated effective as of 12:01 a.m., Central Time on June 1, 2019 (“**Effective Date**”), is between Bronco Pipeline Company, a Colorado corporation, whose address is 925 N. Eldridge Parkway, Houston, Texas 77079, (“**Bronco**”), Crestone Peak Resources Watkins Midstream LLC, a Delaware limited liability company, whose address is 1801 California Street, Suite 2500, Denver, Colorado 80202 (“**Assignee**”), and Crestone Peak Resources Midstream LLC, a Delaware limited liability company (“**Crestone Midstream**”), and Crestone Peak Resources Holdings LLC, a Delaware limited liability company (“**Crestone Peak**”, and together with Crestone Midstream, “**Buyer**”).

For valuable consideration, Bronco and Assignee agree as follows:

1. **Assignment.** Bronco, for and in consideration of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, DEED, ASSIGN, TRANSFER, AND CONVEY to Assignee, subject to the terms and conditions in this Assignment and the Purchase Agreement, all of Bronco’s right, title and interest in and to the Property, TO HAVE AND TO HOLD, unto Assignee and to its successors and assigns, forever.
2. **Assumed Obligations and Retained Obligations.** Assignee hereby assumes and Buyer agrees to timely and fully pay, perform, and otherwise discharge, the Assumed Obligations, under the terms of, and subject to the conditions in, the Purchase Agreement. Bronco hereby retains and agrees to timely and fully pay, perform, and otherwise discharge, the Retained Obligations, under the terms of, and subject to the conditions in, the Purchase Agreement.
3. **DISCLAIMERS.**
 - (a) **DISCLAIMER OF WARRANTY AS TO SURFACE RIGHTS.** Except for the representations and warranties in Article 2 (Representations and Warranties) of the Purchase Agreement, the indemnities set forth in Article 10 (Indemnities and Releases) of the Purchase Agreement, or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificates) of the Purchase Agreement, Bronco disclaims, and Assignee waives any Claim with respect to, all warranties and representations (whether express, statutory, or implied) that:
 - (a) Bronco owns the Bronco Surface Rights;
 - (b) the Bronco Surface Rights are in force;

- (c) the Bronco Surface Rights may be assigned;
 - (d) the Bronco Surface Rights cover lands that are contiguous;
 - (e) the Bronco Equipment lies within the lands covered by any Bronco Surface Rights;
 - (f) the Bronco Surface Rights grant the right to lay, maintain, repair, replace, operate, construct, or remove the Bronco Equipment; and
 - (g) any permits and easements are in force with respect to the Bronco Equipment.
- (b) **DISCLAIMER OF MERCHANTABILITY.** Except for the representations and warranties in Article 2 (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificates) of the Purchase Agreement, Bronco disclaims, and Assignee waives any Claim with respect to, any warranty or representation (whether express, statutory, or implied) as to **the condition or merchantability of the Property.**
- (c) **DISCLAIMER OF FITNESS FOR PARTICULAR PURPOSE.** Except for the representations and warranties in Article 2 (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificates) of the Purchase Agreement, Bronco disclaims, and Assignee waives any Claim with respect to, any warranty or representation (whether express, statutory, or implied) as to the fitness of the Property for a particular purpose.
- (d) **“AS IS, WHERE IS”.** Buyer has inspected the Property, or has been given the opportunity to inspect, the Property. Subject to Buyer’s rights under Article 4 (Due Diligence and Defects Procedures) and Article 10 (Indemnities and Releases) of the Purchase Agreement, Assignee unconditionally and irrevocably accepts the Property “*as is*,” “*where is*,” and “*with all faults*” and in its present condition and state of repair.
- (e) **DISCLAIMER REGARDING INFORMATION ABOUT THE PROPERTY.** Except as expressly set out in Article 2 (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificates) of the Purchase Agreement, the Parties each disclaim all liability and responsibility for, and waive any Claim with respect to, any representation or warranty (whether express, statutory, or implied), made to the other Party (including any information contained in any opinion, information, or advice that may have been provided to a Party by any Person on behalf of the other Party, those made in any data room and any supplements or additions to a data room, or during any negotiations with respect to this Assignment, the Purchase Agreement, or the

Confidentiality Agreement. Except as expressly set out in Article 2 (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificates) of the Purchase Agreement, Bronco makes no warranty or representation (whether express, statutory, or implied) as to the accuracy, completeness, or materiality of any data, information, or records provided to Assignee in connection with the Property.

- (f) **GENERAL DISCLAIMER.** Except as expressly set out in Article 2 (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificates) of the Purchase Agreement, or as otherwise provided for under this Assignment, Bronco disclaims, and Assignee waives any Claim with respect to, any representation or warranty (whether express, statutory, or implied) as to (i) regulatory matters; (ii) the physical, operating, regulatory compliance, or safety condition of the Property; (iii) projections as to events that could or could not occur; (iv) the engineering condition of the Property or any value of the Property; or (v) any Environmental Matters.
- (g) **ASSIGNEE'S DISCLAIMER OF RELIANCE.** Except for the representations and warranties in Article 2 (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificate) of the Purchase Agreement, Assignee specifically disclaims that it is relying upon or has relied upon any representation, warranty, statement, or communication that may have been made by any Person and acknowledges that Bronco has specifically disclaimed and does hereby specifically disclaim any other representation, statement, or communication made by any Person.

4. Miscellaneous.

- (a) **Governing Agreement.** This Assignment is made and accepted subject to all of the terms of the Purchase Agreement, which are hereby deemed incorporated by reference into this Assignment to the extent provided for in the Purchase Agreement. If any of the provisions of this Assignment conflict with any of the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall take precedence and the Purchase Agreement will not merge into the terms of this Assignment; *provided, however*, this Assignment may be relied upon for all purposes without further recourse or reference to the Purchase Agreement with respect to the conveyance and transfer of title to the Property.
- (b) **Further Assurances.** The Parties shall execute and deliver, or shall cause to be executed and delivered, any other or further instruments necessary to give effect to this Assignment and perform any other acts as may be reasonably requested and necessary to effectuate this Assignment.

(c) **No Tax Partnership.** None of the Property, either currently or in the past (only to the extent of Bronco's ownership period), is subject to any tax partnership agreement or are otherwise treated as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code.

(d) **Definitions and Attachments.** Certain capitalized terms used in this Assignment are defined in the Appendix. Capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement. The following exhibits and appendix are attached and made a part of this Assignment for all purposes:

Appendix	Definitions
Exhibit A	Exhibit A-1 – Bronco Surface Rights Exhibit A-2 – Bronco Fee Tracts

(e) **Fully Integrated Agreement.** Except as otherwise specified in Section 4(a) (Governing Agreement), this Assignment and the Purchase Agreement constitute the fully integrated agreement between the Parties and between Buyer and Seller with respect to the assignment, and transfer of the Property to Assignee, and supersede all prior negotiations, discussions, arrangements, agreements, and understandings between the Parties and between Buyer and Seller regarding the assignment, and transfer of the Property to Assignee (whether written or oral).

(f) **Amendment.** This Assignment may be amended, modified, altered, or supplemented only by a written agreement expressly identified as an amendment to this Assignment, and signed by authorized representatives of the Parties.

(g) **Subrogation of Warranties.** To the extent transferable, Bronco gives and grants to Assignee, its successors and assigns, full power and right of substitution and subrogation in and to all covenants and warranties (including warranties of title) (including the benefit and the right to enforce such covenants and warranties) given or made with respect to the Property or any portion of the Property by preceding owners, vendors, or others, excluding, however, any Bronco or any Affiliate of any Bronco.

(h) **Covenants that Run with the Land.** The provisions of this Assignment are covenants running with the land.

(i) **Successors and Assignees.** This Assignment binds, and inures to the benefit of Bronco and Assignee, and their respective permitted successors and assignees, and all the terms, provisions, covenants, obligations, representations, warranties, and conditions of this Assignment are enforceable by the Parties and their respective permitted successors and assignees.

- (j) **Third Party Beneficiaries.** Nothing in this Assignment (express or implied) is intended to confer or impart upon any Person, other than the Parties, Buyer, Seller and their respective successors and assignees, any rights, remedies, benefits or Claims under this Assignment or to constitute any Person a Third Party beneficiary of this Assignment.

- (k) **Subsequent Assignments.**
 - a. If Assignee sells, conveys, transfers or assigns the Property to any Third Party that is affiliated with Assignee, Assignee shall require such affiliated Third Party to expressly assume the Assumed Obligations, to the extent related to or applicable to the portion of the Property sold, transferred or assigned.

 - b. Any assignment made in violation of this Section shall be void and of no effect.

- (l) **Severability.** If any provision of this Assignment is found by a Governmental Authority to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable. If it cannot be so modified, it will be deemed deleted and the remainder of the Assignment will continue in force.

- (m) **Governing Law and Venue.** This Assignment will be construed, interpreted, governed, and enforced in accordance with Colorado law, without giving effect to any conflicts-of-law rules or principles that might direct the application of the Laws of another jurisdiction. All Proceedings arising out of, resulting from, or in connection with this Assignment will be litigated solely and exclusively in the state or federal courts located in Harris County, Texas.

- (n) **Counterparts and Separate Exhibits/Schedules for Recording.** This Assignment may be executed in counterparts, each of which will constitute an original but all of which constitute one assignment; *provided that*, to facilitate recordation, in any particular counterpart, portions of Exhibit A that describe the Property situated in counties or parishes other than the county or parish in which that counterpart is to be recorded may have been omitted.

- (o) **Separate Assignments on Governmental Forms.** If separate assignments of the Property and related documentation on forms required by Governmental Authorities have been, or will be, executed for filing with and approval by Governmental Authorities as required by Law to transfer the Property to Assignee, those separate assignments and official documentation:
 - (i) will evidence this Assignment and the assignment of the applicable portion of the Property, and will not constitute any additional or duplicative assignment of the Property;

- (ii) are not intended to modify, and will not modify, any of the terms, covenants and conditions, or limitations on warranties set out in this Assignment;
 - (iii) are not intended to create and will not create any representations, warranties, or additional covenants of or by Bronco to Assignee; and
 - (iv) will be deemed to contain all of the terms and provisions of this Assignment, as fully as if those terms and provisions were set out at length in those separate assignments.
- (p) **WAIVER OF JURY TRIAL.** Each Party waives all rights to trial by jury in any Claim or counterclaim arising out of, resulting from, or in connection with this Assignment.
- (q) **Post-Effective Date Items.** Each Post-Effective Date Item is effective as of the effective date set out in the respective Post-Effective Date Item and not as of the Effective Date of this Assignment.

[Remainder of this page is left blank, signatures follow.]

SIGNATURES
TO ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

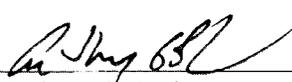
Bronco

Bronco Pipeline Company


By: Lindsay B. Weddle
Its: Attorney-in-fact

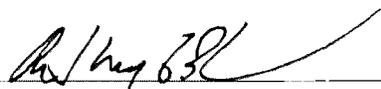
Assignee

Crestone Peak Resources Watkins
Midstream LLC


By: Anthony G. Buchanan
Its: President & Chief Executive Officer

Buyer

Crestone Peak Resources Midstream LLC


By: Anthony G. Buchanan
Its: President & Chief Executive Officer

Crestone Peak Resources Holdings LLC

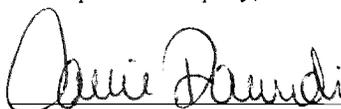

By: Anthony G. Buchanan
Its: President & Chief Executive Officer

ACKNOWLEDGMENTS
TO ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

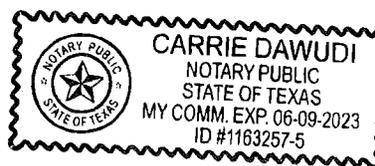
STATE OF TEXAS

COUNTY OF HARRIS

This Assignment, Conveyance, and Bill of Sale was acknowledged before me on March 3, 2020,
by Lindsay B. Weddle, as attorney-in-fact of Bronco Pipeline Company, a Colorado corporation.



Notary Public



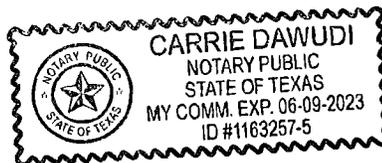
STATE OF TEXAS

COUNTY OF HARRIS

This Assignment, Conveyance, and Bill of Sale was acknowledged before me on March 3, 2020,
by Anthony G. Buchanon, as President & Chief Executive Officer of Crestone Peak Resources
Watkins Midstream LLC, a Delaware limited liability company.



Notary Public



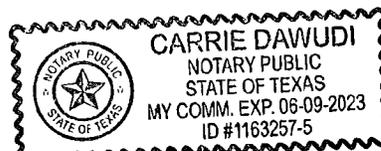
STATE OF TEXAS

COUNTY OF HARRIS

This Assignment, Conveyance, and Bill of Sale was acknowledged before me on March 3, 2020,
by Anthony G. Buchanon, as President & Chief Executive Officer of Crestone Peak Resources
Midstream LLC, a Delaware limited liability company



Notary Public



Acknowledgments to Assignment, Conveyance, and Bill of Sale

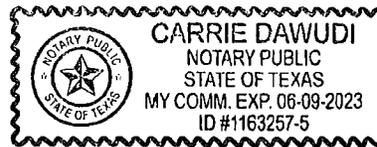
STATE OF TEXAS

COUNTY OF HARRIS

This Assignment, Conveyance, and Bill of Sale was acknowledged before me on March 3, 2020, by Anthony G. Buchanon, as President & Chief Executive Officer of Crestone Peak Resources Holdings LLC, a Delaware limited liability company.



Notary Public



APPENDIX

Attached to and made a part of the
Assignment, Conveyance, and Bill of Sale
Effective June 1, 2019
Between Bronco Pipeline Company and Crestone Peak Resources Watkins Midstream
LLC

DEFINITIONS

“*Affiliate*” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person.

“*Assumed Obligations*” means all obligations, liabilities, and duties set out in Section 9.1 (Buyer’s Assumed Obligations) of the Purchase Agreement.

“*Bronco Assets*” means all of Bronco’s right and title to, and interest in, whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent, or reversionary, and all privileges and obligations appurtenant to the following:

- (a) Bronco Equipment;
- (b) Bronco Contracts;
- (c) Bronco Records;
- (d) Bronco Surface Rights;
- (e) Bronco Fee Tracts;
- (f) trade credits, refunds, and rebates from any Third Party, transportation tax credits and refunds, tariff refunds, take-or-pay Claims, insurance premium adjustments, audit adjustments under the Bronco Contracts, and any other adjustments, refunds, or rebates attributable to Bronco’s interest in the Bronco Assets that relate, in each case, to the Assumed Obligations;
- (g) audit rights with respect to the Bronco Assets and the right to receive refunds or payments of any nature, and amounts of money relating thereto, to the extent relating to the Assumed Obligations;
- (h) indemnity rights, rights under any contracts, causes of action, claims of Bronco or any of its Affiliates to the extent attributable to the ownership and operation of the Bronco Assets during the periods of time from and after the Effective Date; and
- (i) Bronco Sales Area Properties.

SAVE and EXCEPT the Excluded Assets.

“**Bronco Contracts**” means, to the extent assignable or transferrable and except for those constituting Excluded Assets, all contractual rights, obligations and interests in all agreements and contracts applicable to the Bronco Equipment, Bronco Surface Rights and the Bronco Fee Tracts, including those described in Exhibit B-2 (Bronco Contracts) of the Purchase Agreement, INsofar ONLY as such cover and apply to any or all of the Bronco Equipment or Bronco Surface Rights; *provided*, the Bronco Contracts do not include Debt Contracts and Hedging Contract.

“**Bronco Equipment**” means any of the following located on the Bronco Surface Rights or the Bronco Fee Tracts: equipment, facilities, flow lines, pipelines, gathering systems (other than gas plant gathering systems), compressors, machinery, appurtenances, improvements, fixtures, inventory, materials, spare parts, tools, movables, immovables, abandoned property and junk and other personal property.

“**Bronco Fee Tracts**” means the surface fee tracts of Bronco described in Exhibit A-2 (Bronco Fee Tracts).

“**Bronco Records**” means, to the extent not constituting an Excluded Asset, originals (or copies to the extent originals do not exist) of Bronco’s and its Affiliate’s right-of-way files, equipment files, contract files, Asset Tax records, unclaimed property and escheat records and all other contracts and records insofar as they are directly related to any or all of the Bronco Assets.

“**Bronco Sales Area Properties**” means to the extent located in the Sales Area (and not described in Exhibit A or to the extent not constituting an Excluded Asset), all easements, rights-of-way, licenses, access permits, servitudes, water rights, surface fee, surface leases, surface use agreements, memorandums of understanding, road maintenance agreements, and similar rights, obligations, and interests, to the extent used or useful in connection with the ownership or operation of the other Bronco Assets.

“**Bronco Surface Rights**” means all easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, and similar rights, obligations, and interests, in each case, to the extent used or useful in connection with the ownership or operation of the other Bronco Assets, including those described on Exhibit A-1 (Bronco Surface Rights).

“**Claims**” means all causes of action (including those sounding in contract, tort, equity, or by statute or strict liability), claims, complaints, demands, or Proceedings.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Confidentiality Agreement**” means the Confidentiality Agreement, dated effective as of November 19, 2018, between ConocoPhillips Company and Crestone Peak.

“**Debt Contract**” means any indenture, mortgage, Loan, credit, or similar agreement entered into by Bronco or any of its Affiliates creating Indebtedness on the part of Bronco or any of their Affiliates or the deferred purchase price of property acquired by, or for services rendered to, Bronco or any of their Affiliates.

“*Disclosure Schedules*” means the aggregate of all schedules attached to the Purchase Agreement on the Execution Date (as may have been updated prior to the Closing Date).

“*Excluded Assets*” means Bronco’s and its Affiliates’ right, title, and interest to the following:

- (a) intellectual property used in developing or operating the Property, including proprietary computer software, computer software licensed from Third Parties, patents, pending patent applications, trade secrets, copyrights, names, marks, and logos;
- (b) corporate, financial and tax records, and legal files (except title opinions, abstracts, and other muniments of title) of Bronco, except that Bronco will provide Assignee with copies of any Asset Tax records that are related to the ownership, administration, or operation of the Property;
- (c) any records or information (including employee information, internal valuation data, reservoir and field studies, future work plans, business plans, reserve reports, transaction proposals and related information and correspondence, business studies, bids, and documents) that are privileged, proprietary or confidential, or that Bronco cannot legally provide to Assignee because of Third Party restrictions (provided that Bronco has used commercially reasonable efforts to obtain waivers of any such restrictions);
- (d) trade credits, refunds, and rebates from any Third Party, transportation tax credits and refunds, tariff refunds, take-or-pay Claims, insurance premium adjustments, audit adjustments under the Bronco Contracts and any other adjustments, refunds, or rebates attributable to Bronco’s interest in the Property except to the extent related to, in each case, to the Assumed Obligations;
- (e) Claims of Bronco for refund of or loss carry forwards with respect to (i) production, windfall profit, severance, ad valorem, or any other Asset Taxes attributable to any Tax period (or portion of any Straddle Period) ending before the Effective Date, (ii) Income Taxes, and (iii) any Taxes attributable to the Excluded Assets;
- (f) all deposits, cash, checks in process of collection, cash equivalents, accounts and notes receivable and other funds attributable to any periods before the Effective Date, and security or other deposits made with Third Parties before the Effective Date;
- (g) proceeds, benefits, income, or revenues with respect to the Property attributable to periods before the Effective Date, and overhead payments received from non-operators with respect to periods before the Effective Date;
- (h) except to the extent relating to the Assumed Obligations, Claims of Bronco arising out of, resulting from, or in connection with acts, omissions, or events,

or damage to or destruction of the Property before the Effective Date, and all related rights, titles, Claims, and interests of Bronco (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or letter of credit, or (iii) to any insurance or condemnation proceeds or awards;

- (i) except to the extent relating to the Assumed Obligations, rights and obligations applicable to the matters listed under the section of the Disclosure Schedules entitled “Seller’s Responsibility”;
- (j) contracts for procurement of goods and services related to the Property; other than the Purchase Orders.
- (k) Hedging Contracts;
- (l) (i) all personal computer equipment, servers, cellular phones, and photocopy machines, (ii) all leased vehicles and equipment for which Assignee does not assume the applicable lease under the Purchase Agreement, (iii) all Third Party equipment and property located on or used in connection with the Property, including contractor equipment, and (iv) all vehicles, barges, boats, and other vessels, other than as may be described in Exhibit A-3 (Off-Lease Equipment) of the Purchase Agreement;
- (m) contracts providing for the gathering, compression, treating, transportation, processing or sales of Hydrocarbons listed on Exhibit A-12 (Excluded Assets) of the Purchase Agreement; and
- (n) Bronco’s interests, rights, benefits, and obligations to any and all emission capture and trade credits; greenhouse gas or carbon mitigation credits; water, nutrient, or endangered species banking credits; and associated allowances attributable to the Property for the period before the Effective Date.

“**Hedging Contract**” means any contract to which Bronco or any of their Affiliates is a part with respect to any swap, forward, future, put, call, floor, cap, collar option or derivative transaction or option or similar agreement, whether exchange traded, “over-the-counter” or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities (including Hydrocarbons), equity, or debt instruments, securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“**Hydrocarbons**” means merchantable oil, natural gas, casinghead gas, condensate, distillate, and other liquid and gaseous hydrocarbons of every kind or description.

“**Law**” means any applicable national, federal, state, tribal, local, city, municipal, foreign, or other law (including common law), statute, legislation, constitution, rule, regulation, standards, treaty, code, ordinance, principle of common law, order, consent, decree, judgment, writ, permit, authorization, approval, directive, edict, determination, policy, binding judicial or administrative interpretation, or other requirement enacted, adopted, passed, approved,

promulgated, made, implemented, or otherwise put into effect by any Governmental Authority.

“**Parties**” means Bronco and Assignee.

“**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, enterprise, or unincorporated organization, excluding any Governmental Authority.

“**Post-Effective Date Items**” means those Bronco Surface Rights or Bronco Contracts that were (a) acquired by Seller after the Effective Date and (b) are effective according to their terms after the Effective Date.

“**Proceedings**” means any legal, equitable, administrative, or other proceeding, lawsuit, investigation, claim, or cause of action (including those sounding in contract, tort, equity, or by statute or strict liability), in each case, brought by any Governmental Authority or any Third Party.

“**Property**” means the Bronco Assets.

“**Purchase Agreement**” means the Purchase and Sale Agreement, dated effective June 1, 2019, between Seller and Buyer.

“**Retained Obligations**” means those liabilities, obligations, and duties set out in Section 9.2 (Seller’s Retained Obligations) of the Purchase Agreement.

“**Sales Area**” means the lands in Adams, Arapahoe, Douglas and Elbert Counties, in the state of Colorado.

“**Seller**” means ConocoPhillips Company, a Delaware corporation, Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, and Bronco.

“**Tax Return**” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof.

“**Third Party**” means any Person that is not a Party.

EXHIBIT A

**Attached to and made a part of the
Assignment, Conveyance, and Bill of Sale
Effective June 1, 2019**

**Between Bronco Pipeline Company, Crestone Peak Resources Watkins Midstream LLC, Crestone
Peak Resources Midstream LLC, and Crestone Peak Resources Holdings LLC**

Exhibit A consists of the following:

Exhibit A-1 – Bronco Surface Rights

Exhibit A-2 – Bronco Fee Tracts

EXHIBIT A-1

Attached to and made a part of the
 Assignment, Conveyance, and Bill of Sale
 Effective June 1, 2019

Between Bronco Pipeline Company, Crestone Peak Resources Watkins Midstream LLC, Crestone Peak Resources Midstream LLC, and
 Crestone Peak Resources Holdings LLC

BRONCO SURFACE RIGHTS

Contract #	Agreement Name	Grantor/Lessor	Grantee/Lessee	Date	Reception #	Legal Description	County
RW107698000	Right-of-Way Contract	Tony M Truong	Bronco Pipeline Company	5/13/2013	2013000103965	T003S - R064W: SEC 032: SE4	Adams
RW107827000	Right-of-Way Contract	Roberto E Alonso, Roberto Ayala-Rosado, and Heriberto Morales-Alejandro, Individually and as Power-of-Attorney for Roberto Morales-Alejandro	Bronco Pipeline Company	3/28/2013	2013000038831, 2013000103966	T003S - R064W: SEC 032: SE4	Adams
RW107876000	Right-of-Way Contract	Karland H Smalley and Tracey Smalley	Bronco Pipeline Company	12/3/2013	2014000007181, 2019000047361	T003S - R064W: SEC 019: S2	Adams
RW107905000	Right-of-Way Contract	Bennett Fire Protection District #7	Bronco Pipeline Company	5/20/2013	2013000103969, 2013000103970	T003S - R064W: SEC 029: SW4	Adams
RW107906000	Site Easement	Gerald C and Mary L Schroeder	Bronco Pipeline Company	5/8/2013	2013000103964	T003S - R064W: SEC 019: SE4 SE4	Adams
RW108005000	Right-of-Way Contract	WEP Transport Holdings LLC	Bronco Pipeline Company	10/24/2013	2013000103967, 2019000087553	T003S - R064W: SEC 020: SW4 SEC 029: NW4, N2 SW4, SW4 SW4 SEC 032: NW4, NE4	Adams
RW108005000	Right-of-Way Contract	Colorado Maverick Company LLC	Bronco Pipeline Company	10/25/2013	2013000103968	T003S - R064W: SEC 020: SW4 SEC 029: NW4, N2 SW4, SW4 SW4	Adams

RW154795000	Roadway Easement	WEP Transportation Holdings LLC and Colorado Maverick Company LLC	Bronco Pipeline Company	9/29/2014	2015000011059, 2019000015229	SEC 032: NW4, NE4	Adams
RW155028000	Right-of-Way Contract	David Edri	Bronco Pipeline Company	11/5/2014	2015000031898, D5043055	T003S - R064W: SEC 020: SW4	Adams
RW155044000	Tenant's Agreement	Craig Farms Partnership	Bronco Pipeline Company	2/16/2015	N/A	T003S - R065W: SEC 014: W2 W2	Adams
RW155044000	Tenant's Agreement	Profile Farms LLC	Bronco Pipeline Company	2/12/2015	N/A	T003S - R064W: SEC 030: NW4 T003S - R065W: SEC 025: N2	Adams
RW155272000	Right-of-Way Agreement	Property Reserve Inc.	Bronco Pipeline Company	10/22/2014	2015000104169, D5109324, D7055559, 2018000067588	T003S - R064W: SEC 019: SW4	Adams
RW156827000	Pipeline Easement Agreement	Aurora Highlands et al	Bronco Pipeline Company	10/29/2018	2019000019967	T004S - R065W: SEC 003: E2	Adams Arapahoe
RW156548000	Right-of-Way Contract	Rosemar Ventures	Bronco Pipeline Company	10/18/2017	2017000104858, 2019000030755	T003S - R065W: SEC 021 SEC 028	Adams
RW156549000	Right-of-Way Contract	Leonard W Molberg and Judith A Molberg	Bronco Pipeline Company	9/8/2017	2017000096709	T003S - R064W: SEC 019: SE4NE4	Adams
RW156550000	Right-of-Way Contract	Joong Ho Park and Kyo Ok Park	Bronco Pipeline Company	10/24/2017	2017000096708	T003S - R064W: SEC 019: NE4SE4	Adams
RW156560000	Pipeline Easement Agreement	Rock & Rail LLC	Bronco Pipeline Company	11/7/2018	2019000010560	T003S - R065W: SEC 033: NE4	Adams
RW156567000	Exclusive Pipeline Easement	FISCHAHS, LLC	Bronco Pipeline Company	9/12/2018	2018000081164	T003S - R065W: SEC 034: S2	Adams

RW156833000	Right-of-Way Agreement	Property Reserve Inc.	Bronco Pipeline Company	12/19/2017	D8007543, 2018000004510, D8061754, 2018000043897, D8099280, 2018000081163	Adams Arapahoe
RW156976000	Right-of-Way Contract	The Farm Investments LLC	Bronco Pipeline Company	2/21/2018	2018000025574	Adams
RW156975000	Right-of-Way Contract	Hawkeye Right Now LLC	Bronco Pipeline Company	2/20/2018	2018000029090	Adams
RW156974000	Non-Exclusive Right-of-Way Contract	Prosper Farms Investments LLC	Bronco Pipeline Company	9/9/2018	2018000074637	Adams
RW156835000	Right-of-Way Contract	Western Transport LLC, Tree Top LP, and Colorado Maverick Company LLC	Bronco Pipeline Company	7/16/2018	2019000015230, 2019000015231	Adams
RW156708000	Temporary Water Supply Line Agreement	FISCHAHHS, LLC	Bronco Pipeline Company	7/20/2018	N/A	Adams T003S - R065W: SEC 034: E2, SW4 SEC 035: SW4
RW156778000	Water Supply Line Agreement	Property Reserve Inc	Bronco Pipeline Company	2/12/2019	N/A	Adams Arapahoe T003S - R065W: SEC 013: All SEC 015: W2, SE4 SEC 022: All SEC 026: All SEC 027: All SEC 034: NW4 SEC 035: E2, NW4 T004S - R065W: SEC 003: E2 SEC 004: SW4 SEC 005: All
RW156770000	Pipeline Easement Agreement	Richard Johnson	Bronco Pipeline Company	3/21/2019	2019000041102, 2019000114245	Adams T003S - R064W: SEC 030: NE4NW4
RW155044000	Permanent Easement and Temporary Construction Easement	City of Aurora	Bronco Pipeline Company	1/27/2015	2015000011060	Adams

Exhibit A-1

RW	Pipeline Crossing Agreement	Union Pacific Railroad Company	Bronco Pipeline Company	7/8/2013	N/A	T003S - R064W: SEC 032	Adams
RW156508000	Tenth Addendum to Master License Agreement (18-118)	City of Aurora	Bronco Pipeline Company	1/10/2019	2019000003504	T003S - R065W: SEC 027: SW4 SEC 028: SE4	Adams
RW156521000	Sixth Addendum to Master License Agreement (18-75)	City of Aurora	Bronco Pipeline Company	11/6/2018	2018000090362	T003S - R065W: SEC 027: SW4 SEC 033: NE4 SEC 034: NW4	Adams
RW156524000	Ninth Addendum to Master License Agreement (18-117)	City of Aurora	Bronco Pipeline Company	1/10/2019	2019000003497	T003S - R065W: SEC 021: SE4 SEC 022: SW4	Adams
RW156562000	Twelfth Addendum to Master License Agreement (19-10)	City of Aurora	Bronco Pipeline Company	3/18/2019	2019000019629	T003S - R064W: SEC 032: NE4 SEC 033: NW4	Adams
RW157013000	Addendum to Master License Agreement (18-05)	City of Aurora	Bronco Pipeline Company	2/1/2018	2018000009775	T003S - R065W: SEC 026: SE4 SEC 035: NE4	Adams
RW157014000	Fifth Addendum to Master License Agreement (18-43)	City of Aurora	Bronco Pipeline Company	6/12/2018	2018000047548	T003S - R065W: SEC 023: NE4 SEC 024: NW4	Adams
RW157010000	Addendum to Master License Agreement (14-63)	City of Aurora	Bronco Pipeline Company	12/15/2014	D5033136, 2015000024039	T003S - R065W: SEC 025: NW4 SEC 026: NE4, SE4 SEC 035: NE4 T004S - R065W: SEC 003: SE4 SEC 010: NE4 SEC 022: SE4 SEC 027: NE4	Adams Arapahoe
RW156982000	Temporary Haul Route Easement Agreement	FISCHAHS, LLC	Bronco Pipeline Company	10/21/2019	N/A	T003S - R065W: SEC 034: E/2	Adams
RW157019000	Master License Agreement 19-102	City of Aurora	Bronco Pipeline Company	12/27/2019	2019000114441		Adams
RW157020000	Master License Agreement 19-105	City of Aurora	Bronco Pipeline Company	12/27/2019	2019000114427		Adams

Amendments and Ratifications

The Bronco Surface Rights include all amendments and ratifications thereof, whether or not recorded.

[End of Exhibit A-1]

EXHIBIT A-2

Attached to and made a part of the
 Assignment, Conveyance, and Bill of Sale
 Effective June 1, 2019
 Between Bronco Pipeline Company, Crestone Peak Resources Midstream LLC, Crestone Peak Resources Midstream LLC, and
 Crestone Peak Resources Holdings LLC

BRONCO FEE TRACTS

Contract #	Agreement Name	Grantor	Grantee	Date	Reception #	Legal	County (CO)
RE090003000	Warranty Deed	Lori Summerer et al	Bronco Pipeline Company	10/1/2013	2013000086176	T003S - R064W: SEC 019 Metes & Bounds: Lot 1, Schroeder Subdivision, according to the Final Plat, Case No. 106-97-PUD-P, filed for record in the office of the Adams County Clerk and Recorder on November 30, 1997 at Reception No. C0332465, File No. 17, Map No. 752. Also known by street address: 34100 E. 40th Avenue, Watkins, CO 80137.	Adams
RE096482000	Warranty Deed	Gerald C Schroeder et al	Bronco Pipeline Company	10/1/2013	2013000086171	T003S - R064W: SEC 019 Metes & Bounds: Lots 1 and 2 of Touch America Subdivision, according to the official plat thereof filed for record in the office of the Adams County Clerk and Recorder on September 11, 2001 at Reception No. C0856526. Also known by street address: 3851 Imboden Mile Road, Watkins, CO. 80137.	Adams
RE900437000	Special Warranty Deed	FISCHAHS, LLC	Bronco Pipeline Company	5/2/2019	2019000033370	T003S - R065W: SEC 034 Metes & Bounds: A parcel of land in a part of the SW/4, NE/4, and SE/4 of Section 34, T3S, R65W, and north of the right-of-way for the Union Pacific Railroad.	Adams
RE900453000	General Warranty Deed	Carolyn Y Kiser	Bronco Pipeline Company	1/10/2020	2020000015349	T003S - R065W: SEC 034	Adams

[End of Exhibit A-2]



PUBLIC SERVICE COMPANY OF COLORADO

MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE
CRESTONE PEAK RESOURCES MIDSTREAM C/O ACCOUNTS PAYABLE 10188 E I25 FRONTAGE RD FIRESTONE CO 80504-5445		53-0011809578-5	05/15/2020
STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE	
682431304	04/27/2020	\$4,631.85	

Your Account is Overdue - Please Pay Immediately

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 Fax: 1-800-311-0050

Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 03/25	\$1,404.41
No Payments Received		\$0.00
Balance Forward		\$1,404.41
Current Charges		\$3,227.44
Amount Due <i>(Cantidad a pagar)</i>		\$4,631.85



PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
304502226	34301 E 38TH AVE		\$3,105.07
304674594	2797 COUNTY ROAD 6		\$122.37
Total			\$3,227.44

INFORMATION ABOUT YOUR BILL

Your safety and the safety of our employees will always be our top priority. We are prepared and are taking steps to ensure we'll continue to be there for you to meet your energy needs as COVID-19 affects a growing number of businesses in our communities. Our team will be working day and night to deliver the energy your business counts on. Learn more at xcelenergy.com/covid-19_response.

Just a reminder about the past due amount on your account. If you have already sent your payment, thank you. Otherwise, please call 1-800-481-4700 to confirm the status of your account.

RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

AB 02 003209 41123 B 15 A



CRESTONE PEAK RESOURCES MIDSTREAM
 C/O ACCOUNTS PAYABLE
 10188 E I25 FRONTAGE RD
 FIRESTONE CO 80504-5445

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-0011809578-5	05/15/2020	\$4,631.85	

Please see the back of this bill for more information regarding the late payment charge.
 Make your check payable to XCEL ENERGY

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477



32 53051520 00118095785 0000032274400000463185

1305

003209 1/4

6



MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE
CRESTONE PEAK RESOURCES MIDSTREAM C/O ACCOUNTS PAYABLE 10188 E I25 FRONTAGE RD FIRESTONE CO 80504-5445		53-0011809578-5	05/15/2020
STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE	
682431304	04/27/2020	\$4,631.85	

SERVICE ADDRESS: 34301 E 38TH AVE WATKINS, CO 80137
NEXT READ DATE: 05/21/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304502226
INVOICE NUMBER: 0837480414

METER READING INFORMATION

METER 75797977 - Multiplier x 80

Read Dates: 03/20/20 - 04/20/20 (31 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	9661 Actual	9337 Actual	324	25920 kWh
Demand	Actual			106.32 kW
Billable Demand				106 kW

ELECTRICITY CHARGES

RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$35.32
Secondary General	25920 kWh	\$0.004610	\$119.49
Elec Commodity Adj	9197.42 kWh	\$0.027080	\$249.07
Elec Commodity Adj	16722.58 kWh	\$0.026910	\$450.00
GRSA E	25920 kWh	\$0.004200	\$108.86
Distribution Demand	106 kW	\$5.630000	\$596.78
Gen & Transm Demand	106 kW	\$9.820000	\$1,040.92
Trans Cost Adj	106 kW	\$0.110000	\$11.66
Demand Side Mgmt Cost	106 kW	\$0.620000	\$65.72
Purch Cap Cost Adj	106 kW	\$1.210000	\$128.26
CACJA	106 kW	-\$0.030000	-\$3.18 CR
Renew. Energy Std Adj			\$58.13
GRSA			\$103.24
Subtotal			\$2,964.27
Sales Tax			\$140.80
Total			\$3,105.07
Premises Total			\$3,105.07



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today!



**ENERGY
OUTREACH
COLORADO**

There are two ways to contribute:

1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. **CHECK THE RED BOX** on the front-left side of this payment stub AND select a tax-deductible contribution below.

MONTHLY DONATION:

\$20 ___ \$10 ___ \$5 ___ Other _____



MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
CRESTONE PEAK RESOURCES MIDSTREAM C/O ACCOUNTS PAYABLE 10188 E 125 FRONTAGE RD FIRESTONE CO 80504-5445	53-0011809578-5		05/15/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	682431304	04/27/2020	\$4,631.85

DAILY AVERAGES	Last Year	This Year
Temperature	48° F	43° F
Electricity kWh	0.0	836.1
Electricity Cost	\$0.00	\$100.16

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ENROLL IN AUTO PAY

NO LATE FEES, NO WORRIES.

Enjoy the benefits of automatic payment withdrawal from your checking account. Your payment will automatically post to your Xcel Energy account on your due date.

To enroll, fill out the information below, cut off this form, and include it, along with your check and bill stub, in the remittance envelope. Money orders do not qualify. Watch for **Automated Bank Payment** to appear on your billing statement to ensure your enrollment is in effect.

To enroll your business in Auto Pay online, visit xcelenergy.com/AutoPay. For more information call our Business Solutions Center at **800.481.4700**.

Authorized signature	Xcel Energy account number	Date
Signature above must match name on the bank account	See page 1 of bill statement	

I authorize Xcel Energy to initiate transfers from the bank account indicated on the enclosed check to make monthly payments on my Xcel Energy account on my due date. This authority will remain in effect until I notify Xcel Energy, or Xcel Energy notifies me, of the need to cancel the enrollment. I understand that a new authorization is required if I change my bank account. I have kept a record of this authorization.

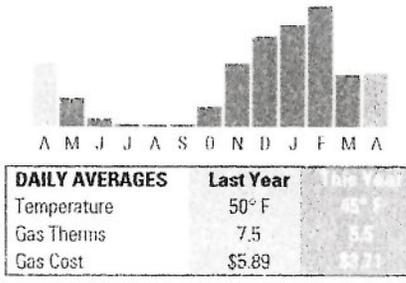
04/27/2020

53-0011809578-5



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
CRESTONE PEAK RESOURCES MIDSTREAM C/O ACCOUNTS PAYABLE 10188 E 125 FRONTAGE RD FIRESTONE CO 80504-5445	53-0011809578-5	05/15/2020	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	682431304	04/27/2020	\$4,631.85

YOUR MONTHLY NATURAL GAS USAGE



SERVICE ADDRESS: 2797 COUNTY ROAD 6 ERIE, CO 80516
 NEXT READ DATE: 05/27/20

NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: 304674594
 INVOICE NUMBER: 0416013137

METER READING INFORMATION

METER 20678627	Read Dates: 03/25/20 - 04/27/20 (33 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	6572 Estimate	6380 Actual	192 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	192 ccf	x 0.941692	181 therms

NATURAL GAS CHARGES

RATE: CSG Commercial

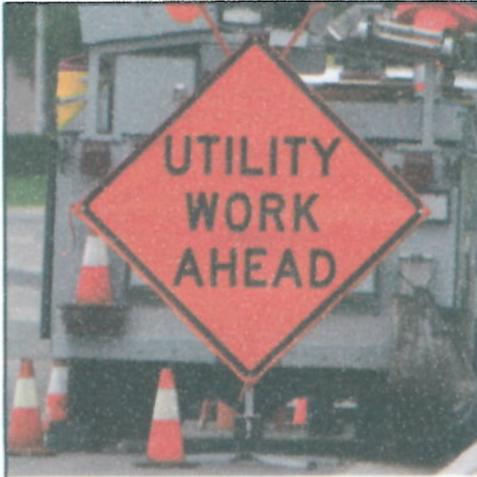
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$43.79
Usage Charge	181 therms	\$0.115850	\$20.97
Interstate Pipeline	181 therms	\$0.060200	\$10.90
DSMCA			\$1.25
Natural Gas 1 Qtr	33.88 therms	\$0.181500	\$6.15
Natural Gas 2 Qtr	147.12 therms	\$0.130700	\$19.23
Pipe Sys Int Adj	181 therms	\$0.046010	\$8.33
Subtotal			\$110.62
Franchise Fee		3.00%	\$3.32
Sales Tax			\$8.43
Total			\$122.37
Premises Total			\$122.37

INFORMATION ABOUT YOUR BILL

This bill reflects an estimate. Due to COVID-19, we're helping ensure the safety of our employees and customers by temporarily suspending manual meter reading. When we begin manual reading of meters again, your bill will reflect the actual energy you have used. If you feel this estimate is above or below your average billing, please contact us at 1-800-481-4700.



MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE
CRESTONE PEAK RESOURCES MIDSTREAM C/O ACCOUNTS PAYABLE 10188 E 125 FRONTAGE RD FIRESTONE CO 80504-5445		53-0011809578-5	05/15/2020
STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE	
682431304	04/27/2020	\$4,631.85	



SAFETY IS A POWERFUL RESPONSIBILITY.

When millions of people rely on you for their energy, you hold a lot of power in your hands. That's why we trust a team of nearly 3,000 utility professionals to deliver energy right to your door, safely.

For ways you can stay safe around your home, visit xcelenergy.com/Safety.

Building a Carbon-Free Future

Did you know Xcel Energy is the first major U.S. electricity provider with a goal to serve customers with 100% carbon-free electricity by 2050? We're delivering affordable, reliable energy using advanced clean energy technologies such as wind and solar, helping to lower our carbon emissions by 38% in 2018.

The pathway to reaching our industry-leading goals include:

- Adding thousands of megawatts of wind and solar power.
- Retiring more coal units or changing their operations to reduce emissions.
- Investing in critical infrastructure, such as transmission.

Learn more about our carbon-free energy future at xcelenergy.com/carbon.

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AVOID THE CLUTTER OF YOUR PAPER BILL.

Paperless billing can be conveniently accessed online at any time and is an environmentally-friendly way to manage and pay your bill.

To enroll or find more billing and payment options, visit xcelenergy.com/PayBill.

04/27/2020

53-0011809578-5

1306



Statement Of Taxes Due

Account Number R0137106
Assessed To

Parcel 0181719401001
BRONCO PIPELINE COMPANY
C/O CONOCOPHILLIPS COMPANY PROPERTY TAX DEPT
3300 N A ST BLDG 6
MIDLAND, TX 79705-5421

Legal Description	Situs Address
SUB:TOUCH AMERICA SUBDIVISION LOT:1 EXC RD (REC NO 2015000011495)	34301 E 38TH AVE

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	\$105.78	\$0.00	\$0.00	(\$105.78)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 09/11/2020					\$0.00

Tax Billed at 2019 Rates for Tax Area 446 - 446

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6770000	\$5.15	AG DRY FARMING	\$4,831	\$1,400
FIRE DISTRICT 7	13.0620000	\$18.29	LAND		
GENERAL	22.7930000	\$31.91	Total	\$4,831	\$1,400
RETIREMENT	0.3140000	\$0.44			
ROAD/BRDGE	1.3000000	\$1.82			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.36			
SD 29 BOND (Bennett)	2.4720000	\$3.46			
SD 29 GENERAL (Bennett)	22.4100000	\$31.38			
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	\$0.14			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$1.26			
SOCIAL SERVICES	2.2530000	\$3.15			
BENNETT PARK AND RECREATON	6.0150000	\$8.42			
Taxes Billed 2019	75.5500000	\$105.78			
* Credit Levy					

Tax amounts are subject to change due to endorsement, advertising, or fees.
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer & Public Trustee
4430 S Adams County Parkway Suite C2436
Brighton, CO 80601
720-523-6160

Nancy,

Per your request, an operational sound level survey was performed on a Cimarron 60” combustor model 60 EOD, to measure and document the operational sound levels for use at the Pony Station. The following information documents our findings.

Operational Sound Level Survey

Due to the constant noise level at the Pony Station, we elected to perform the sound level survey on an identical model Cimarron combustor located on our Crestone Peak Miller 4 battery. The operational survey includes A-weighted dB(A) sound pressure level data for the combustor in standby, with pilot only operation, and in full operation with 10oz tank vapors being combusted.

Sound Measurement Instrumentation

The instrumentation used for the monitoring was the TSI Quest – Sound Examiner-IS. The meter was placed on a tripod at a height of 4 feet above the ground and 30 feet from the Cimarron combustor. The following results were compiled from the tests.

Cimarron 60" Combustor Model 60 EOD - Located at the CPR Miller 4 Battery		
Leq sound survey Level		
	dB(A)	
Pilot only operation	47.6	
10oz tank vapor burn	54.5	

Cimarron 60" Combustor Model 60 EOD

9/3/2020

Information Panel

Name	S00064_SE402IS11261_03092020_093925
Comments	Survey taken at the CPR Miller 4 battery. Pilot only operation
Start Time	9/1/2020 10:51:28 AM
Stop Time	9/1/2020 11:08:57 AM
Run Time	00:17:29
Serial Number	SE402IS11261
Device Name	SE402IS11261
Model Type	Sound Examiner-IS
Device Firmware Rev	R.11D
Company Name	
Description	
Location	
User Name	

Summary Data Panel

Description	Meter	Value	Description	Meter	Value
Leq	1	47.6 dB			
Exchange Rate	1	3 dB	Log Rate	1	60 s
Weighting	1	A	Response	1	SLOW
Bandwidth	1	OFF			

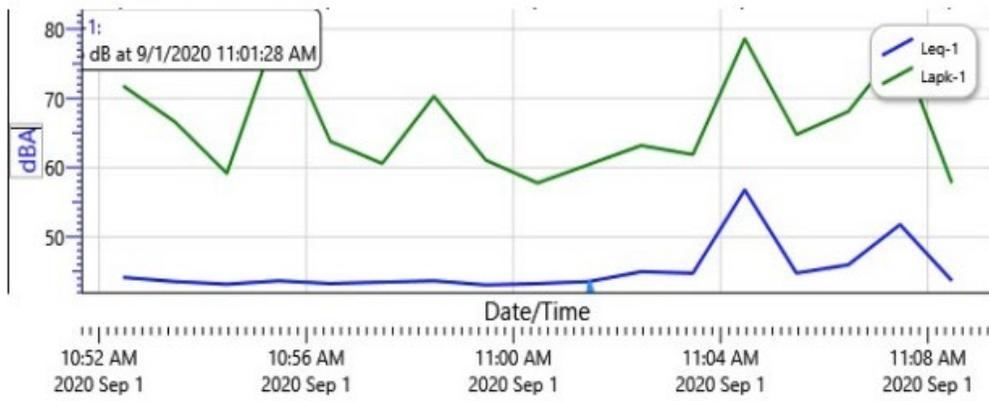
Logged Data Table

Date/Time	Lpk-1	Leq-1
9/1/2020 10:52:28 AM	71.8	44.2
10:53:28 AM	66.6	43.6
10:54:28 AM	59.2	43.2
10:55:28 AM	80.6	43.7
10:56:28 AM	63.8	43.3
10:57:28 AM	60.6	43.5
10:58:28 AM	70.3	43.7
10:59:28 AM	61.1	43.1
11:00:28 AM	57.8	43.3
11:01:28 AM	60.5	43.6
11:02:28 AM	63.2	45

11:03:28 AM	61.9	44.8
11:04:28 AM	78.6	56.8
11:05:28 AM	64.8	44.8
11:06:28 AM	68.1	46
11:07:28 AM	77.5	51.8
11:08:28 AM	57.8	43.7

Logged Data Chart

S00064_SE402IS11261_03092020_093925: Logged Data Chart



Cimarron 60" Combustor Model 60 EOD 10oz tank vapor burn

9/3/2020

Information Panel

Name	S00069_SE402IS11261_03092020_093929
Comments	Survey taken at the CPR Miller 4 battery <u>10oz. tank vapor burn</u>
Start Time	9/1/2020 1:07:17 PM
Stop Time	9/1/2020 1:10:13 PM
Run Time	00:02:56
Serial Number	SE402IS11261
Device Name	SE402IS11261
Model Type	Sound Examiner-IS
Device Firmware Rev	R.11D
Company Name	
Description	
Location	
User Name	

Summary Data Panel

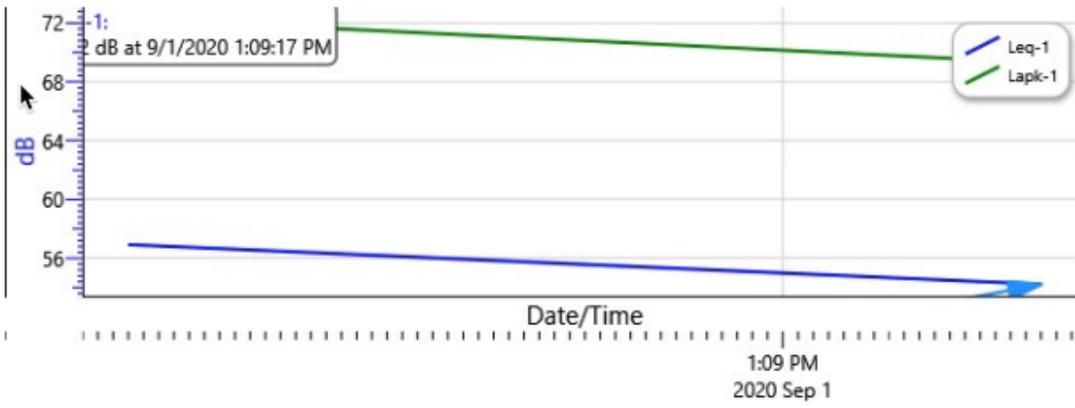
Description	Meter	Value	Description	Meter	Value
Leq	1	54.5 dB			
Exchange Rate	1	3 dB	Log Rate	1	60 s
Weighting	1	A	Response	1	SLOW
Bandwidth	1	OFF			

Logged Data Table

Date/Time	Lapk-1	Leq-1
9/1/2020 1:08:17 PM	72.3	56.9
1:09:17 PM	69.3	54.2

Logged Data Chart

S00069_SE402IS11261_03092020_093929: Logged Data Chart



1 Minute db(A) data

Date/Time	Lapk-1	Leq-1
9/1/2020 1:08:17 PM	72.3	56.9
1:09:17 PM	69.3	54.2