Re-submittal Form

Case Name/Number: RCU2018-00032 Jamasco Pipeline

Case Manager: Greg Barnes

Resubmitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement
- Other: Development Agreement

* All re-submittals must have this cover sheet and a cover letter addressing review comments.

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:
- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:
Staff (accepting intake):
April 15, 2019

Adams County Colorado
4430 South Adams County Parkway
1st Floor, Suite W 2000
Brighton, Colorado 80601

Attn. Emily Collins,

RE: RCU 2018-00032 Jameso Pipeline, Re-submittal.

This letter is to serve in addressing review commentary for the attached Development Agreement associated with the RCU No. 2018-00032.

1. Page 1. Title nomenclature changed to reflect "Rocky Mountain Midstream, LLC, formerly known as Discovery DJ Services, LLC."
2. Page 1. County address changed.
4. Page 3. Additional language re; Tri County review comments and SWCA Environmental Impact Analysis BMPs inclusive.
5. Continual; Typographic errors corrected as requested.

Please notify me of any additional information you may require in review of the re-submittal.

Sincerely,

Scott Jay Elery
Permitting Manager
Rocky Mountain Midstream LLC
540 E Bridge Street
Brighton, CO 80601
701-578-4074
Development Review Team Comments

Date: 11/9/18
Project Number: RCU2018-00032
Project Name: Jamasco Pipeline

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form. An additional 20% review fee will be required after the third review and upon submittal of the fourth review.

Commenting Division: Development Services, Planning
Name of Reviewer: Emily Collins
Email: ecollins@adcogov.org

PLN1. REQUEST: A Conditional Use Permit for 5 parallel pipelines.
   a. Preferred Route: 4.18 miles. 24-inch natural gas, crude oil, waste-water, fresh-water, and a 6-inch 480-volt power line. Request included a Development Agreement.
   b. A second submittal was received on October 17, 2018.
   c. A third submittal was received on November 21, 2018.

PLN2. COMMENTS:
   a. See attached redlines to the Development Agreement. Please re-submit as a word document for final review by County Attorney’s Office. Staff will inform you if the draft is acceptable to have executed.
   b. Owner authorizations or executed agreements are required prior to BOCC.

Commenting Division: Development Services, Engineering:
Name of Reviewer: Greg Labrie
Email: glabrie@adcogov.org

ENG1: No comments.

Commenting Division: Development Services, Right-of-Way:
Name of Review: Marissa Hillje
Email: mhillje@adcogov.org

ROW1: The applicant has responded that they are working on obtaining owner authorization/casements and will send those to the County prior to the hearing.
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," 4430 South Adams County Parkway, 1st Floor, Suite W2000, Brighton, CO 80601 and ROCKY MOUNTAIN MIDSTREAM, LLC (formerly known as Discovery DJ Services, LLC), a Texas limited liability company, One Williams Center, Tulsa, OK 74172, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer desires to construct approximately 4.18 miles of underground steel pipelines and appurtenances in Adams County, Colorado. The unincorporated portion of Adams County affected by the proposed Jamaso project includes (5) parcels (approximately 5,413 feet/ 1.03 Miles) leaving the remaining portion of the 4.18 miles (approx. 3.15 miles) within Municipal areas. These routes and locations are reflected on routing plan (attached with this revision) by Acklam, Inc. dated 9-11-18. The proposed natural gas, crude oil, waste-water, and fresh-water pipelines will be up to 24-inches in diameter each, and the proposed electrical 480-volt power line laid in a conduit which will be up to 6-inches in diameter. The proposed pipelines will be placed parallel to each other in the acquired Right-of-Way, as more particularly described in that certain Conditional Use Permit Application dated August 6, 2018 to transport wet natural gas and crude oil ("the Project"); and

WHEREAS, on August 6, 2018, 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, Developer will acquire, if it has not already done so, all necessary right-of-way easements and temporary construction easements to utilize certain real property in the County of Adams, State of Colorado; and

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

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 One Stop Permit Counter and apply for the appropriate construction permits.

   b. 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 Stormwater Management Plan ("SWMP") will need to be prepared according to County standards. Moreover, surety will be required for Best Management Practices ("BMP") located within the MS4 boundary. Stormwater BMPs will 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 within Unincorporated Adams County and obtain written approval of the plan form the Adams County Transportation Department prior to the commencement of construction. The Traffic Control Plan shall detail any impacts to the applicable right-of-way during the construction of the Project, including but not limited to, lane closures, access to construction staging sites, hours of operation, etc. 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 of the Traffic Control Plan.

   d. Secure all applicable local, state and federal permits for the Project and submit copies of these permits to the County. Include Xcel and Railroad permits.

   e. Secure Adams County Right-of-Way permits prior to constructing crossings.

   f. Submit copies of all executed easements for the Project to the County.

   g. Contact and use commercially reasonable efforts to work with Xcel Energy and United Power regarding any possible encroachment the Project may have on Xcel Energy's or United Power's pipeline(s) or related facilities.
2. **Construction Activities.** During construction, the Developer shall:

a. Tri County Health Dept. letter of Sept. 11, indicating requirements for On-site Wastewater Treatment Systems, Groundwater Quality Protection, Protection of Above-Ground Valves, and Sanitary and Solid Waste Disposal shall be complied with.

b. The Jamaso Environmental Impact Analysis, by SWCA issued in July of 2018 (55) pages, and included BMPs, shall be complied with.

c. 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.

d. Manage Stormwater in accordance with a SWMP prepared under the Colorado Department of Public Health and Environment ("CDPHE") Colorado Discharge Permitting System ("COPS") 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 BMPs will be implemented for the construction phase to capture and treat all onsite Stormwater runoff in accordance with the requirements for the SWMP.

e. Operate at the Project site from 6:00 AM to 6:00 PM during construction. Monday through Saturday, except during inclement weather and during hydrostatic testing, horizontal directional drilling ("HOD"), 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 Community and Economic Development may extend the hours and days of operation if Developer makes a request in writing and demonstrates sufficient need.

f. Implement the approved Traffic Control Plan.

g. Comply with guidelines of Section 106 of the National Historic Preservation Act of 1966 in locations that have been identified as federally regulated within Adams County. Comply with State of Colorado Historical, Paleontological, and Archeological Resources Act of 1973 (C.R.S. 24-80-401 to 410) on all identified state lands within Adams County. All best management practices and avoidance measures proposed within the submitted CUP on lands that are state and federally regulated by the above listed laws will be enforced.

h. Comply with the terms of the Project's Air Pollution Emissions Notice ("ASPEN") issued by CDPHE.

i. Comply with C.R.S. 42-4-1407, covering loads for all hauling/construction trucks.

j. Be responsible for the cleanliness and safety of all roadways adjacent to the Project 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 County shall
require Developer to cease Project operations immediately and clear the roadway of any and all debris our 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, the Adams County Public Works Department has the option to perform the required clean up and bill the charges directly to the Developer.

The Developer shall be responsible for repairing County infrastructure 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 demonstrate the pre-construction condition and the post-construction condition of the roadway.

k. Remove and dispose of all fluid spills, such as hydraulic oil from maintenance of equipment, at a facility permitted for such disposal.

l. Convey all complaints Developer receives concerning off-site impacts and the resolution of those complaints to the Adams County Department of Community and Economic Development. Off-site impacts shall be responded to and resolved immediately by the Developer. Adams County Community and Economic Development will be the final decision maker regarding the resolution of noise complaints or any other off-site impacts, provided that Developer is provided notice and an opportunity to be heard. Excessive complaints that are not resolved to the satisfaction of the County may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.

m. Ensure that all construction vehicles have a backup alarm that complies with OSHA requirements, 29 CFR 1926.01(b)(4) and 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.

l. If fuel will be stored on the subject properties or within the County's right-of-way on the subject properties or will be implemented: All fuel storage at this site shall be provided with secondary containment that complies with state law and any appropriate regulatory standards; 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.

Developer shall notify the County prior to commencing any snow removal operations within the County's right-of-way. The Developer shall be responsible for any damages to the right-of-way caused by these activities and shall repair damages at their expense within 60 days of receiving notice from the County.

m. Screen any storage/staging lots from adjacent residential properties within 100 ft.
n. Comply with all applicable local, state and federal requirements during the course of the project.

3. **Design Requirements.**

a. The Project will be designed to meet or exceed the minimum Federal Safety Standards contained in 49 CFR 195 / 49 CFR 192, as applicable, and national engineering design codes for pipelines set forth by the American Society of Mechanical Engineers.

b. Pipeline burial depths will meet or exceed 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 due to strategic locations such as road crossings, additional mechanical protection will be provided, such as increased pipe wall thickness, as approved by the County and referenced within this Agreement.

c. Any construction of structures will be designed to meet the 2012 International Fire Code and amendments.

d. Ensure pipelines are located in easements on private property and County road crossings shall be as near as possible to right angles. This effective placement of the pipeline allows buildings to be constructed in the future keeping with required structure setbacks per Transportation Plan.

4. **Operational Requirements.**

a. The Project will be operated to Federal Safety Standards contained in 49 CFR 195 / 49 CFR 192 as well as the Developer's operating standards and practices and maintenance procedures as referenced within the Developer's CUP application materials submitted to the County for the Project.

b. The steel pipelines will have a corrosion prevention system as detailed within the Developer's CUP application materials submitted to the County for the Project.

c. The Project will have a multi-faceted integrity management program as required under federal pipeline safety standards (49 CFR 195 and ASME B31.4, 49 CFR 192 and ASME B31.8). The Project will be operated in accordance with all applicable local, state and federal codes, laws and regulations, including but not limited to the Colorado Department of Transportation ("COOT") and CDPHE.
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 30 days after the completion of the project. In the event that reseeding 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 but no later than 30 days after the completion of the project. In the event that reseeding 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 the project is contemplated under the Transportation Plan, the Developer agrees to relocate the pipeline at its own expense.

d. The Developer also agrees that the approval of encroachment agreement requests for parking lots and driveways on private property shall not be unreasonably or arbitrarily withheld, in accordance with the terms of the easement agreements for the Project.

e. Developer agrees that it will not disrupt or damage the functionality of any existing drainage facilities.

f. 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.

g. 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 encompassing the Project and to the Adams County Office of Emergency Management before commencing operation of the pipeline. The Developer shall comply with all other requests for information form the Adams County Office of Emergency Management in accordance with local, state and federal law.
h. Maintenance of the Project will follow guidelines set forth in the Developer's operations and maintenance procedures (referenced in Section 4C of this Agreement), 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.** In any segment of the Project that 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 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. **Guarantee of Compliance.** Developer hereby agrees that should it fail to comply with the terms of this Agreement, the County is entitled to obtain from the Colorado State District Court for the Seventeenth Judicial District a mandatory injunction requiring said Developer to comply with the terms of this Agreement. Prior to the County seeking such an injunction, Developer will be provided the opportunity to cure any default in accordance with the terms set forth herein. Developer further agrees that failing to comply with the requirements set
10. **Financial Security.** The County has determined that there is no need for a guarantee of financial security with regards to this Project.

11. **Successors and Assigns.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property.
I. COUNTY’S OBLIGATIONS:

Except as expressly set forth herein, 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 address as follows:

   **To Developer:**
   Discovery DJ Services, LLC
   7859 Walnut Hill Lane, Suite 335
   Dallas, TX 75230

   **To Adams County:**
   Director, Adams County Community and Economic Development
   4430 South Adams County Parkway, 1st Floor, Suite W2000A
   Brighton, CO 80601

   **With a copy to:**
   Adams County Attorney
   4430 South Adams County Parkway, 5th Floor, Suite C500B
   Brighton, CO 80601

3. **Amendments.**
   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 Community and Economic Development Director for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

   This Agreement may only 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 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 arising out of this Agreement, the parties agree that each will pay its own costs and fees.
Developer;
Rocky Mountain Midstream, LLC; a Texas limited liability Company

_________________________________________ Date: ____________

By Matthew Hastings,
Director of Operations and Engineering

ACKNOWLEDGMENT

STATE OF COLORADO )
) SS.

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 16 day of November 2018, by Matthew Hastings as Director of Operations and Engineering for Rocky Mountain Midstream, LLC

Witness my hand and official seal.

Notary Public
State of Colorado

My Commission Expires: ____________________
My Commission Number: ____________________
APPROVED BY resolution at the meeting of ________________, 2019.

ATTEST:  

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

Clerk to the Board  

Chair
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," 4430 South Adams County Parkway, 1st Floor, Suite W2000, Brighton, CO 80601 and ROCKY MOUNTAIN MIDSTREAM, LLC (formerly known as Discovery DJ Services, LLC), a Texas limited liability company, 540 East Bridge Street, Suite A, Brighton, CO 80601, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer desires to construct approximately 4.14 miles of underground steel pipelines and appurtenances in Adams County, Colorado. The unincorporated portion of Adams County affected by the proposed Jamaso project includes (8) parcels (approximately 8,872 feet/ 1.68 Miles) leaving the remaining portion of the 4.14 miles (approx. 2.46 miles) within Municipal areas. These routes and locations are reflected on routing plan (attached as Exhibit 1) by Acklam, Inc., dated 3-20-19. The proposed natural gas, crude oil, waste-water, and fresh-water pipelines will be up to 24-inches in diameter each, and the proposed electrical 480-volt power line laid in a conduit which will be up to 6-inches in diameter. The proposed pipelines will be placed parallel to each other in the acquired Right-of-Way, as more particularly described in that certain Conditional Use Permit Application dated August 6, 2018 to transport wet natural gas and crude oil ("the Project"); and

WHEREAS, on August 6, 2018, 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, Developer will acquire, if it has not already done so, all necessary right-of-way easements and temporary construction easements to utilize certain real property in the County of Adams, State of Colorado; and

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

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 One Stop Permit Counter and apply for the appropriate construction permits.

   b. 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 Stormwater Management Plan ("SWMP") will need to be prepared according to County standards. Moreover, surety will be required for Best Management Practices ("BMP") located within the MS4 boundary. Stormwater BMPs will 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 within Unincorporated Adams County and obtain written approval of the plan form the Adams County Transportation Department prior to the commencement of construction. The Traffic Control Plan shall detail any impacts to the applicable right-of-way during the construction of the Project, including but not limited to, lane closures, access to construction staging sites, hours of operation, etc. 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 of the Traffic Control Plan.

   d. Secure all applicable local, state and federal permits, including Xcel and UPRR Crossing permits for the Project and submit copies of these permits to the County.

   e. Secure Adams County Right-of-Way permits prior to constructing crossings.

   f. Submit copies of all executed easements for the Project to the County.

   g. Contact and use commercially reasonable efforts to work with Xcel Energy and United Power regarding any possible encroachment the Project may have on Xcel Energy's or United Power's pipeline(s) or related facilities.

2. **Construction Activities.** During construction, the Developer shall:

   a. Tri County Health Dept. letter of September 11, 2018, indicating requirements for On-site Wastewater Treatment Systems, Groundwater Quality Protection, Protection of Above-Ground Valves, and Sanitary and Solid Waste Disposal shall be complied with.

c. Shall comply with the guidelines suggested by Colorado Parks and Wildlife as identified in the June 11, 2018 letter.

d. 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.

e. Manage Stormwater in accordance with a SWMP prepared under the Colorado Department of Public Health and Environment ("CDPHE") Colorado Discharge Permitting System ("COPS") 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 BMPs will be implemented for the construction phase to capture and treat all onsite Stormwater runoff in accordance with the requirements for the SWMP.

f. Operate at the Project site from 6:00 AM to 6:00 PM during construction. Monday through Saturday, except during inclement weather and 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 Community and Economic Development may extend the hours and days of operation if Developer makes a request in writing and demonstrates sufficient need.

g. Implement the approved Traffic Control Plan.

h. Comply with guidelines of Section 106 of the National Historic Preservation Act of 1966 in locations that have been identified as federally regulated within Adams County. Comply with State of Colorado Historical, Paleontological, and Archeological Resources Act of 1973 (C.R.S. §§ 24-80-401 to 410) on all identified state lands within Adams County. All best management practices and avoidance measures proposed within the submitted CUP on lands that are state and federally regulated by the above listed laws will be enforced.

i. Comply with the terms of the Project’s Air Pollution Emissions Notice ("ASPEN") issued by CDPHE.

j. Comply with C.R.S. 42-4-1407, covering loads for all hauling/construction trucks.

k. Be responsible for the cleanliness and safety of all roadways adjacent to the Project 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 County shall require Developer to 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, the Adams County Public Works Department has the option to perform the required clean up and bill the charges directly to the Developer.

The Developer shall be responsible for repairing County infrastructure 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 demonstrate the pre-construction condition and the post-construction condition of the roadway.

l. Remove and dispose of all fluid spills, such as hydraulic oil from maintenance of equipment, at a facility permitted for such disposal.

m. Convey all complaints Developer receives concerning off-site impacts and the resolution of those complaints to the Adams County Community and Economic Development Department. Off-site impacts shall be responded to and resolved immediately by the Developer. The Adams County Community and Economic Development Department will be the final decision maker regarding the resolution of noise complaints or any other off-site impacts, provided that Developer is provided notice and an opportunity to be heard. Excessive complaints that are not resolved to the satisfaction of the County may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.

n. Ensure that all construction vehicles have a backup alarm that complies with OSHA requirements, 29 CFR 1926.01(b)(4) and 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.

o. If fuel will be stored on the subject properties or within the County’s right-of-way on the subject properties or will be implemented: All fuel storage at this site shall be provided with secondary containment that complies with state law and any appropriate regulatory standards; 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.

Developer shall notify the County prior to commencing any snow removal operations within the County’s right-of-way. The Developer shall be responsible for any damages to the right-of-way caused by these activities and shall repair damages at their expense within 60 days of receiving notice from the County.

p. Screen any storage/ staging lots from adjacent residential properties within 100 ft.
q. Comply with all applicable local, state and federal requirements during the course of the project.

3. **Design Requirements.**

   a. The Project will be designed to meet or exceed the minimum Federal Safety Standards contained in 49 CFR 195 / 49 CFR 192, as applicable, and national engineering design codes for pipelines set forth by the American Society of Mechanical Engineers.

   b. Pipeline burial depths will meet or exceed 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 due to strategic locations such as road crossings, additional mechanical protection will be provided, such as increased pipe wall thickness, as approved by the County and referenced within this Agreement.

   c. Any construction of structures will be designed to meet the 2018 International Fire Code and amendments.

   d. Ensure pipelines are located in easements on private property and County road crossings shall be as near as possible to right angles. This effective placement of the pipeline allows buildings to be constructed in the future keeping with required structure setbacks per Transportation Plan.

4. **Operational Requirements.**

   a. The Project will be operated to Federal Safety Standards contained in 49 CFR 195 I 49 CFR 192 as well as the Developer's operating standards and practices and maintenance procedures as referenced within the Developer's CUP application materials submitted to the County for the Project.

   b. The steel pipelines will have a corrosion prevention system as detailed within the Developer's CUP application materials submitted to the County for the Project.

   c. The Project will have a multi-faceted integrity management program as required under federal pipeline safety standards (49 CFR 195 and ASME B31.4, 49 CFR 192 and ASME B31.8). The Project will be operated in accordance with all applicable local, state and federal codes, laws and regulations, including but not limited to the Colorado Department of Transportation ("CDOT") and CDPHE.

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 30 days after the completion of the project. In the event that reseeding 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 but no later than 30 days after the completion of the project. In the event that reseeding 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 the project is contemplated under the Transportation Plan, the Developer agrees to relocate the pipeline at its own expense.

d. The Developer also agrees that the approval of encroachment agreement requests for parking lots and driveways on private property shall not be unreasonably or arbitrarily withheld, in accordance with the terms of the easement agreements for the Project.

e. Developer agrees that it will not disrupt or damage the functionality of any existing drainage facilities.

f. 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.

g. 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 encompassing the Project and to the Adams County Office of Emergency Management before commencing operation of the pipeline. The Developer shall comply with all other requests for information from the Adams County Office of Emergency Management in accordance with local, state and federal law.

h. Maintenance of the Project will follow guidelines set forth in the Developer's operations and maintenance procedures (referenced in Section 4C of this Agreement), 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.**

   In any segment of the Project that 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 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. **Guarantee of Compliance.**

   Developer hereby agrees that should it fail to comply with the terms of this Agreement, the County is entitled to obtain from the Colorado State District Court for the Seventeenth Judicial District a mandatory injunction requiring said Developer to comply with the terms of this Agreement. Prior to the County seeking such an injunction, Developer will be provided the opportunity to cure any default in accordance with the terms set forth herein. Developer further agrees that failing to comply with the requirements set forth in this Agreement may be justification for a Show Cause Hearing where the CUP Permit may be revoked.

10. **Financial Security.**

    The County has determined that there is no need for a guarantee of financial security with regards to this Project.
11. **Successors and Assigns.**

This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property.

I. **COUNTY'S OBLIGATIONS:**

Except as expressly set forth herein, the County shall have no obligations associated with this Agreement.

II. **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 address as follows:

To Developer: Rocky Mountain Midstream, LLC
540 East Bridge Street, Suite A
Brighton, CO 80601

To Adams County: Director, Adams County Community and Economic Development
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601

With a copy to: Adams County Attorney
4430 South Adams County Parkway, 5th Floor, Suite C500B
Brighton, CO 80601

3. **Amendments.**

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 Community and Economic Development Director for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

This Agreement may only 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 an 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 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 arising out of this Agreement, the parties agree that each will pay its own costs and fees.

**Developer**

Rocky Mountain Midstream, LLC; a Texas limited liability Company

By: 

Matt Hastings  
Director of Engineering and Operations

**ACKNOWLEDGMENT**

STATE OF COLORADO ) ) SS.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this day of _____ April, 2019, by 

Matt Hastings, Director of Engineering and Operations for Rocky Mountain Midstream, LLC.

Witness my hand and official seal.

______________________________  
Notary Public  
State of Colorado
APPROVED BY resolution at the meeting of ______________________, 2019.

ATTEST: 

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

_____________________________  ______________________________
Clerk of the Board            Chair

Approved as to form:

_____________________________
Adams County Attorney’s Office
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<th>Jurisdiction</th>
<th>Comments</th>
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<td>City of Aurora</td>
<td>Request approx. 28' ROW from Adams County BOCC</td>
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