



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

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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)
- 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
- 8. Proof of Utilities (e.g. electric, gas)
- 9. Legal Description
- 10. Certificate of Taxes Paid

Application Fees	Amount	Due
Conditional Use Permit (minor amendment)	\$500	With application submittal
Tri-County Health *made payable to Tri County Health	\$245	With application submittal

Conditional Use (Minor Amendment)-Guide to Development Application Submittal

The submittal documents for all Land Use/Development Applications are listed below. Detailed explanations of the submittal documents are also provided.

All development application submittals shall comprise of one (1) electronic copy (USB or CD) and one (1) hard copy of each document. **Application submittals that do not conform to these guidelines shall not be accepted.**

3. Written Explanation:

- A clear and concise, yet thorough, description of the proposal. Please include, if applicable, timeframe, purpose of project, and improvements that will be made to the site.

4. Site Plan:

- A detailed drawing of existing and proposed improvements.
- Including:
 - Streets, roads, and intersections
 - Driveways, access points, and parking areas
 - Existing and proposed structures, wells, and septic systems,
 - Easements, utility lines, and no build or hazardous areas
 - Scale, north arrow, and date of preparation
- An Improvement Location Certificate or Survey may be required during the official review

5. Copy of Original Approval:

- Recorded resolution stating the Board of County Commissioner decision (approval or denial). This document may be found in the Office of the Clerk and Recorder.
- Decision letter issued by County staff.

6. Proof of Ownership:

- A deed may be found in the Office of the Clerk and Recorder.
- A title commitment is prepared by a professional title company.

7. Proof of Water:

- A written statement from the appropriate water district indicating that they will

provide service to the property **OR** a copy of a current bill from the service provider.

- Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587.

Proof of Sewer:

- A written statement from the appropriate sanitation district indicating that they will provide service to the property **OR** a copy of a current bill from the service provider.
- A written statement from Tri-County Health indicating the viability of obtaining Onsite Wastewater Treatment Systems.

8. Proof of Utilities (Gas, Electric, etc):

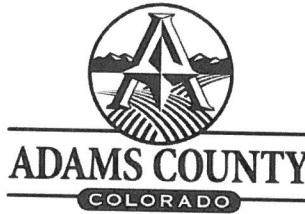
- A written statement from the appropriate utility provider indicating that they will provide service to the property.
- Copy of a current bill from the service provider.

9. Legal Description:

- Geographical description used to locate and identify a property.
- Visit <http://gisapp.adcogov.org/quicksearch/> to find the legal description for your property.

10. Proof of Taxes Paid:

- All taxes on the subject property must be paid in full. Please contact the Adams County Treasurer's Office.
- Or <http://adcogov.org/index.aspx?NID=812>



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 checked="" type="checkbox"/> Other: <u>Conditional Use (Amendment)</u>

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

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:

Date:

Owner's Printed Name

Name:

Owner's Signature



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

2. APPLICATION FEES:

A check for the required \$500.00 application fee, made payable to Adams County, accompanies this application.



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

3. WRITTEN EXPLANATION OF THE PROJECT:

May 29, 2019

Mr. Holden Pederson
Community and Economic Development
4430 S. Adams County Pkwy, W2201
Brighton, CO 80601

RE; Conditional Use Permit – Minor Amendment for Riverdale Valve Site

Dear Mr. Pederson:

Our original Conditional Use Permit (CUP) for the Riverdale Valve site did not allow for a steel fence surrounding the project area. The original permit required that a Faux Rock wall be constructed around the site. By mistake a steel fence was constructed around the site and we are simply asking if the original terms could be amended to allow for the steel fencing, that is already constructed, to remain around our site. We have pictures attached to this letter as our Exhibit "A" depicting the current construction.

RCU 2017-00011
REC# 2017 000092723
RES# 2017 000094341

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph Pierce". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joseph Pierce
Landman/Title Acquisitions/Permits
Rocky Mountain Midstream LLC
540 E Bridge Street
Brighton, CO 80601
303-260 8846



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

Exhibit "A"





Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

Exhibit "A"



ATTACHMENT E
RIVERDALE TIE-IN FACILITIES – LANDSCAPE PLAN

DRAWING NO.		DESCRIPTION		NO.		DESCRIPTION		BY		DATE	
A		SIZED PIPELINE APPLICATION		1				ALS		5/8/17	
DO		ALS		ALS		SOWM		CHD		JPH/MS	

REFERENCE DRAWINGS

REVISIONS

DISCOVERY
ZION ENGINEERING, LLC
 8100 E. Midland Ave., Suite 100
 Greenwood Village, CO 80111
 303.733.2000

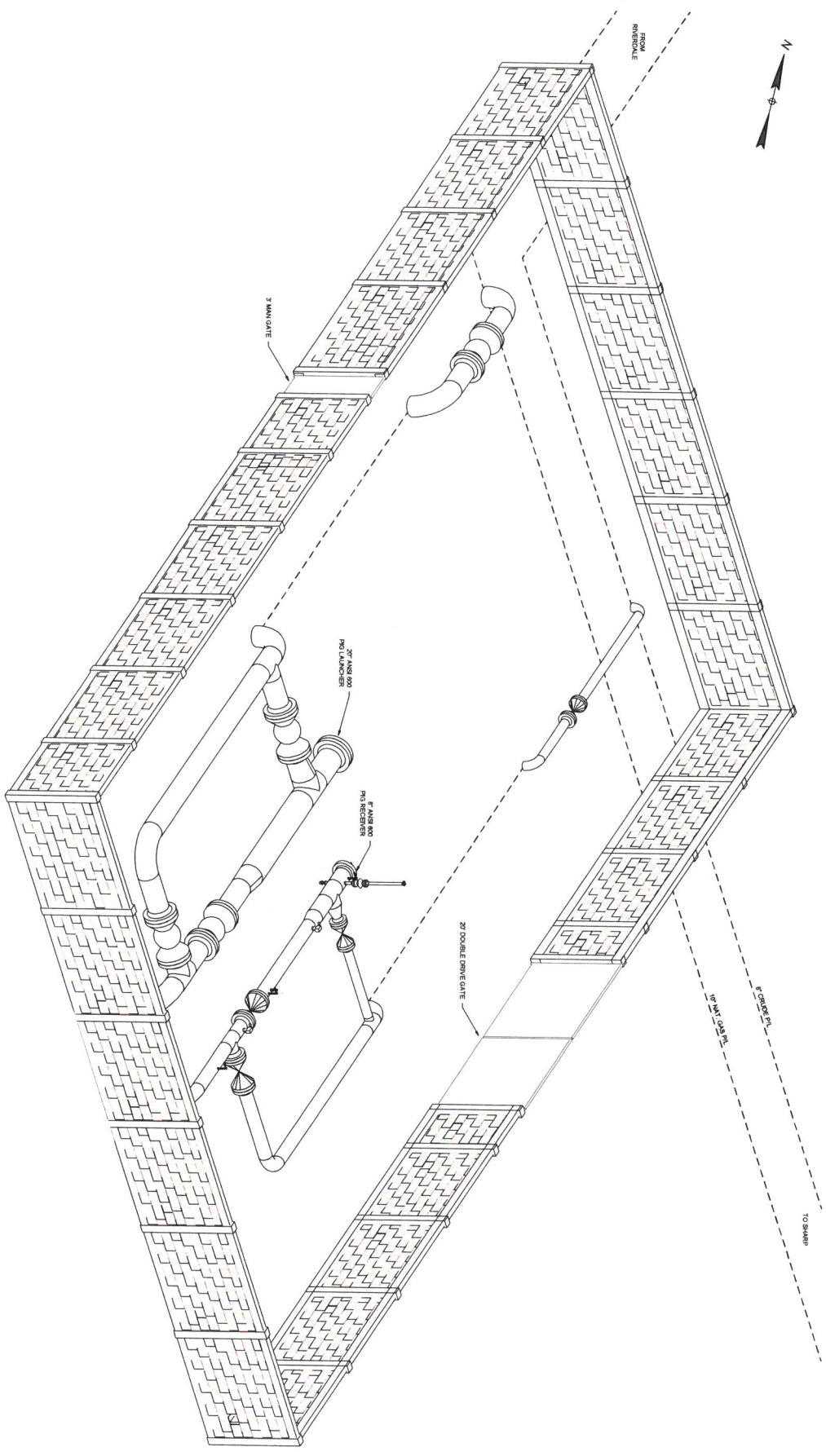
DISCOVERY DJ SERVICES, LLC.
 BOARDWALK PIPELINE PROJECT
 RIVERDALE TIE-IN FACILITY
 LANDSCAPE PLAN

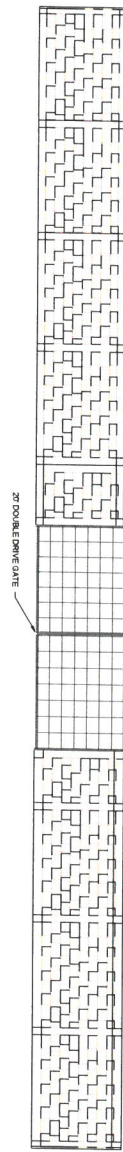
SCALE AS SHOWN

EXAMINER NO. 17009-C-1291

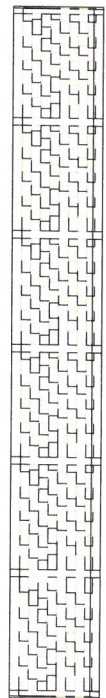
REV. A

PLAN
SCALE: NTS





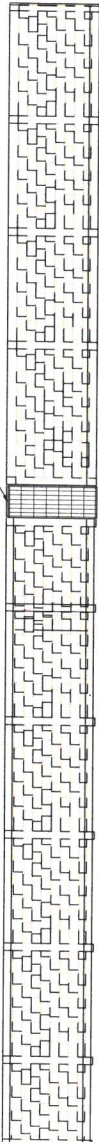
VIEW LOOKING WEST
SCALE 3/16" = 1'-0"



VIEW LOOKING SOUTH
SCALE 3/16" = 1'-0"



VIEW LOOKING NORTH
SCALE 3/16" = 1'-0"



VIEW LOOKING EAST
SCALE 3/16" = 1'-0"

REFERENCE DRAWINGS		REVISIONS		 4100 E. Hampden Ave., Suite 100 Greenwood Village, CO 80711 303.443.9093	DISCOVERY DJ SERVICES, LLC BOARDWALK PIPELINE PROJECT RIVERDALE TIE-IN FACILITY LANDSCAPE PLAN ELEVATIONS
DRAWING NO.	DESCRIPTION	NO.	DATE		
		1	AS SHOWN		17009-C-1291

PLN 3 Response: The Brighton West Interconnect facility, where the pipelines will originate, is located on Brighton Farms, LLC (parcel no. 157107400001) property. Discovery has met multiple times with Brighton Farms, who has approved the facility location and proposed route within their property. This alignment and the formal land agreement is currently in the process of being drafted between Discovery and Brighton West, LLC's legal representative and is expected to be finalized in the next couple of weeks.

Discovery has met with E-470 representatives on multiple occasions and has received approval for the alignment within the multi-use easement. The E-470 staff presented the general alignment and project information to the Roadway Committee on April 10, 2017, with no objection. Discovery is currently in the process of preparing the applicable construction drawings and supporting documentation for review and approval by E-470 and acquisition of the applicable easement and crossing permits.

- 4) **PLN 4 Comment:** Please provide an analysis with the County's Comprehensive Plan as it relates to the project and the potential for future uses. It is important to ensure the anticipated future uses along the project will not be compromised. The following designations are impacted or are in close proximity to the project:
- Activity Center
 - Mixed Use Neighborhood
 - Parks and Open Space
 - Agriculture
 - Estate Residential

PLN 4 Response: The proposed Brighton West Interconnect facility (under separate CUP application) will be the originating location for the proposed pipelines and will be located on property designated for "Mixed Use Neighborhood" within the Adams County 2012 Comprehensive Plan ("The Plan"). Neither the originating facility, nor the proposed pipelines, will negatively impact the designated current or future use of this property. The pipelines in this area will be installed via horizontal directional drill methodology to facilitate crossing the E-470 corridor from north to south, with a minimum depth of 48-inches on either side of the E-470 corridor and an anticipated depth of 15 feet or more beneath the E-470 Toll road. Lands designated as "Activity Center" under the plan will be located to the southeast of the proposed E-470 crossing and will not be impacted by the project.

The proposed alignment will be entirely within the E-470 multi-use easement along the south side of the E-470 corridor, passing lands designated as "Mixed Use Neighborhood", "Parks and Open Space", and "Agriculture". The pipelines along the E-470 MUE will be buried, accommodating E-470's plans for a pathway along the Toll road and will not directly, or indirectly, impact the current or future planned use for these lands. Similarly, the proposed alignment along the E-470 MUE on the south side of the E-470 Toll road will pass lands designated as "Estate Residential" located on the north side of the E-470 corridor, but will not impact the current or future use of these properties.

The proposed pipelines will terminate at the proposed Riverdale Tie-In facility located on the north side of E-470, just west of Riverdale Road. These lands are designated for Agricultural use by the Plan. While these above ground facilities will reduce the agricultural footprint of the property, they will not prevent the balance of the property from being used for agricultural development.

- 5) **PLN 5 Comment:** Adequate landscaping/screening shall be installed where areas can be seen from the public right-of-way or any other sensitive area (residential). There are concerns with the visual impact the Riverdale Road facility would have on the area around E-470 and Riverdale Road. Can you provide details on how this facility will look at the ground level? Also, it appears this is the only above ground facility. Please confirm? It does not appear you provided a landscaping and screening plan for any aspect of the above ground facilities. Also, what noise mitigation measures would be necessary? Please provide more information.

PLN 5 Response: The Riverdale Tie-In facility will be the only above grade facilities within this CUP Application. Discovery is planning however to have similar facilities at their proposed Brighton West Interconnect facility which has been submitted under a separate CUP application. The Riverdale Tie-In Facility will incorporate:

- ❖ One (1) 20-Inch or Smaller, Bi-Directional ANSI 600 Natural Gas Pig Launcher / Receiver; and

- ❖ One (1) 8-Inch, ANSI 600 Crude Oil Pig Receiver;

These facilities will not require motorized equipment, but rather only above grade piping with manually operated valves. Therefore, noise generated from the site will be limited to that from the natural gas or crude oil transported through the piping, which would result in < 95 dBA at the facility boundary.

These facilities will be surrounded with an 8-foot, faux rock wall, similar to that utilized for the DCP Midstream facilities located off of 168th Ave, and shown in Figures PLN5a and PLN5b shown below:



Figure PLN5a – Riverdale Tie-In Facility, Proposed Faux Visual Screening Wall

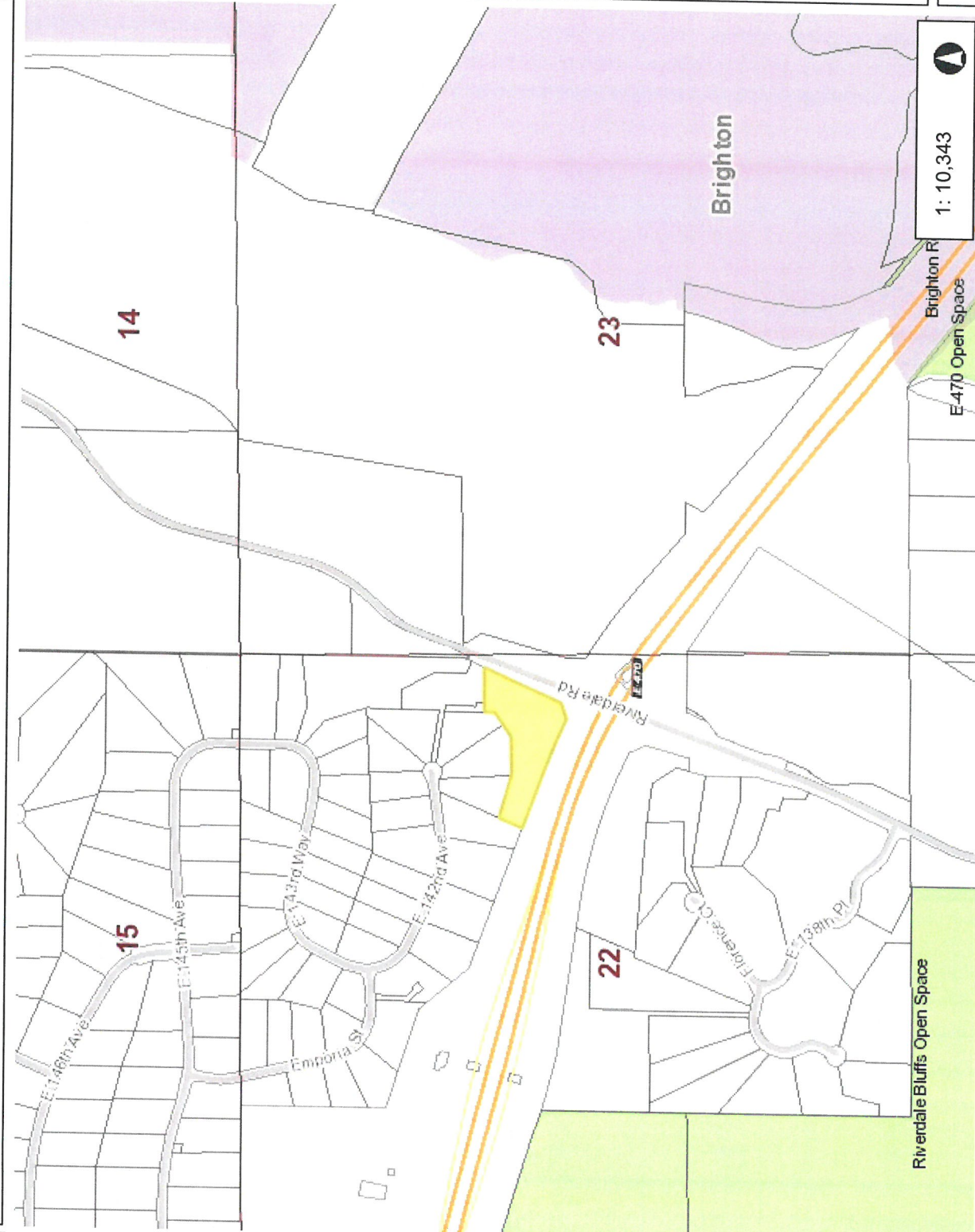


Figure PLN5b – Riverdale Tie-In Facility, Proposed Faux Visual Screening Wall

Conceptual drawings of what these facilities would look like is provided under Attachment E “Riverdale Tie-In Facilities – Landscape Plan”.

- 6) PLN 6 Comment: Please take into account future growth areas for cities and provide an analysis of this topic. See the comments from the City of Thornton.

PLN 6 Response: Discovery is working with the City of Thornton and review of their future growth areas; however, the proposed pipelines within the City of Thornton boundaries will be located below grade and entirely within the E-470 multi-use easement. As confirmation of the City’s future growth areas is received, an analysis of the proposed project and the City’s future growth plans will be provided under separate cover.



1: 10,343

Legend

- Township
- Section
- Parks and Open Space
- Highways
- Highways (10,000 - 20,000)
- Interstate
- Highway
- Tollway
- Streets
- Streets (10,000 - 20,000)
- Ramp
- Parcels
- County Boundary
- City

- Arvada
- Aurora
- Bennett
- Brighton
- Commerce City
- Federal Heights
- Lochbuie
- Northglenn
- Thornton
- Westminister

Notes

Parcel #0157122102035
 Sec. 22-T1S-R67W
 Tract CO-AD-008RIVERD

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

1,723.8 0 861.88 1,723.8 Feet
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 © Latitude Geographics Group Ltd.



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601


4. PROJECT SITE PLAN:

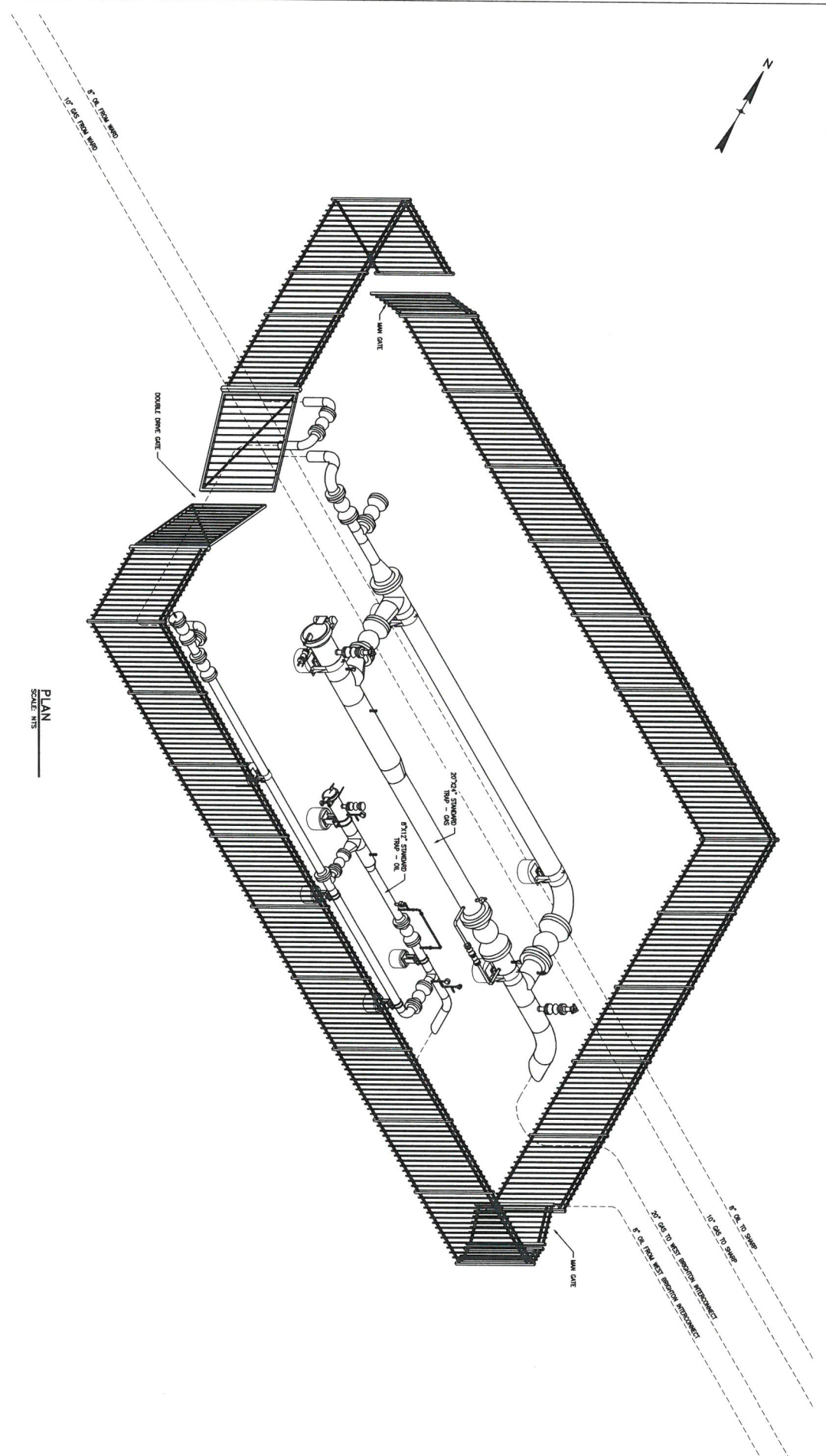
Site plans showing planned location and route of the pipelines, permanent easement, temporary construction areas have already been submitted. Mr. Holden Pederson couldn't send us the entire file electronically, but did supply us five (5) pages from that report which are included of the Riverdale Tie-In Facilities – Landscape Plan depicting the approved Faux Rock wall layout.

We have since revised the site and plot plans for this Minor Amendment to reflect the black metal fence versus the installation of the faux rock wall. After checking with Mr. Holden Pederson, the three (3) pages we are submitting with this application should work as the revised site plan per our conversation.

DRAWING NO.		DESCRIPTION		DATE	
A	ISSUED WITH PERMIT APPLICATION	AS	05/26/17		
B	RE-ISSUED WITH PERMIT APPLICATION	AS	06/07/19		

REFERENCE DRAWINGS		REVISIONS	

 DISCOVERY 8101 E. Midland Ave., Suite 100 Greenwood, CO 80111 (303) 426-5500		DISCOVERY DJ SERVICES, LLC. BOARDWALK PIPELINE PROJECT RIVERSDALE TIE-IN FACILITY LANDSCAPE PLAN	
SCALE:	AS SHOWN	FORM NO:	17009-C-1291
DATE:		REV:	B

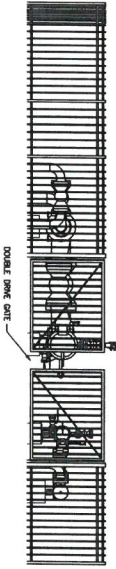




VIEW LOOKING SOUTH
SCALE: 3/16" = 1'-0"



VIEW LOOKING WEST
SCALE: 3/16" = 1'-0"



VIEW LOOKING EAST
SCALE: 3/16" = 1'-0"



VIEW LOOKING NORTH
SCALE: 3/16" = 1'-0"

REFERENCE DRAWINGS		REVISIONS	
NO.	DESCRIPTION	NO.	DESCRIPTION
B	ISSUED WITH PERMIT APPLICATION	DA	CS
A	ISSUED WITH PERMIT APPLICATION	DB	AS
		BT	DATE

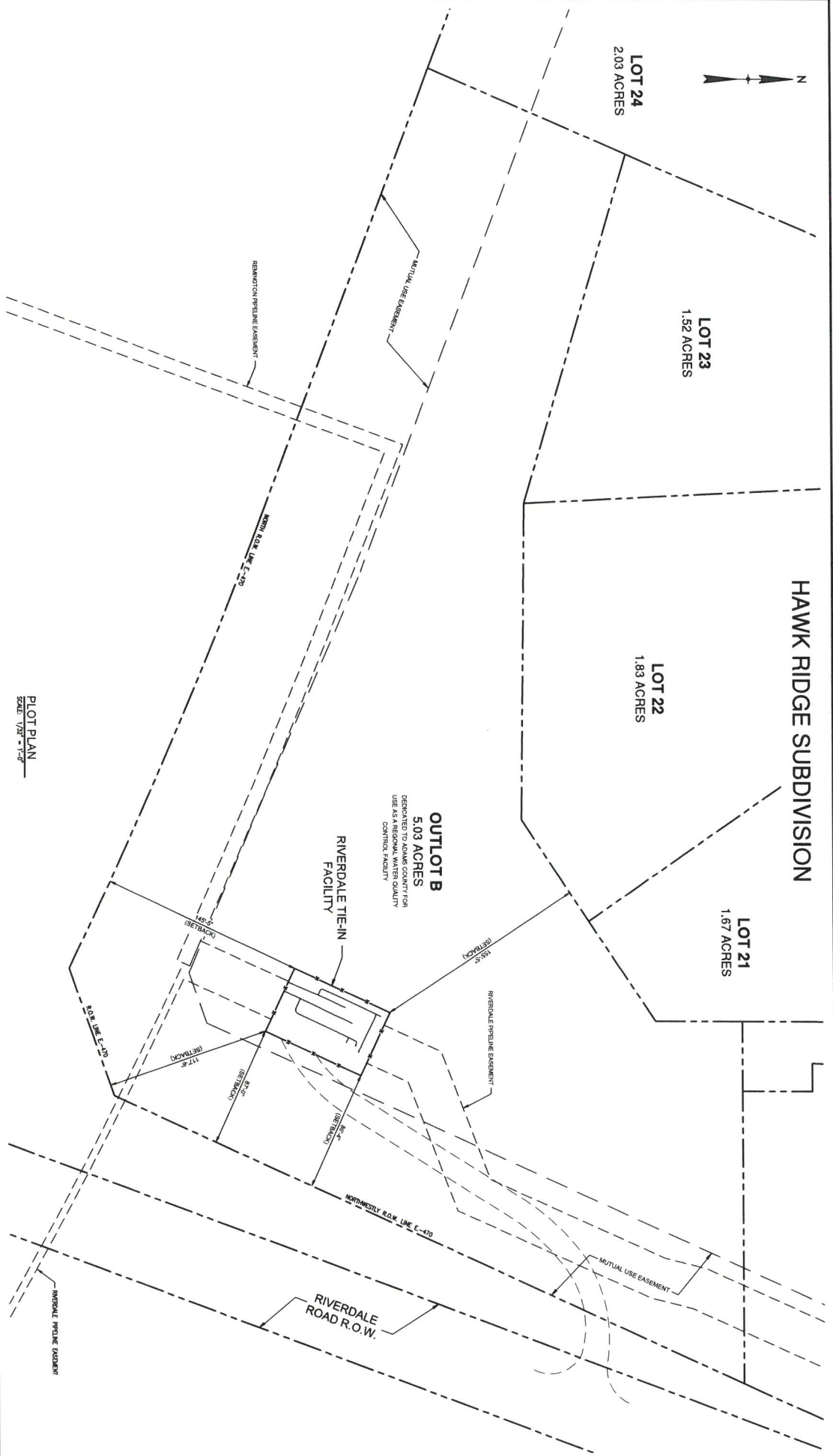
DISCOVERY
 8702 E. Independence Ave., Suite 100
 Denver, Colorado 80231
 303.742.2000

ZION ENGINEERING, LLC
 8702 E. Independence Ave., Suite 100
 Denver, Colorado 80231
 303.742.2000

DISCOVERY DJ SERVICES, LLC
 BOARDWALK PIPELINE PROJECT
 RIVERDALE TIE-IN FACILITY
 LANDSCAPE PLAN ELEVATIONS

SCALE: AS SHOWN
 17009-C-1291

REV: B



SCALE: 1/8" = 1'-0"
PLOT PLAN

NOTES
 ALL DIMENSIONS ARE BASED UPON THE BEST DATA AVAILABLE AT THE TIME OF PLAN PRODUCTION. ERRORS AND OMISSIONS EXPECTED.

REFERENCE DRAWINGS		REVISIONS		APPROVALS	
DWG NO.	TITLE	REV	DESCRIPTION	DATE	BY
0	ISSUED FOR PERM	01		06/12/18	CS
		02		06/12/18	CS
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SCALE: AS NOTED
 DRAWING NO.: 17009-C-1291-EX
DISCOVERY
 ENGINEERING & CONSTRUCTION
 RIVERDALE TIE-IN FACILITY
 PLOT PLAN



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

5. **COPY OF ORIGINAL APPROVED (resolution or decision letter):**

Attached hereto.

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 17th day of October, 2017 there were present:

Eva J. Henry	Commissioner
Charles "Chaz" Tedesco	Commissioner
Steve O'Dorisio	Commissioner
Erik Hansen	Commissioner
Mary Hodge	Commissioner
Heidi Miller	County Attorney
Erica Hannah	Clerk to the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN DISCOVERY
DJ SERVICES, LLC, AND ADAMS COUNTY FOR A CONDITIONAL USE PERMIT

Resolution 2017-499

WHEREAS, the Development Standards and Regulations of the County of Adams, State of Colorado, require a developer to enter into a Development Agreement for the construction of certain public and private improvements; and,

WHEREAS, Discovery DJ Services, LLC, applicant, is the owner of the pipeline known as the Boardwalk Pipeline Project Case No. RCU2017-00011; and,

WHEREAS, the County and the applicant desire to enter into a Development Agreement for the Boardwalk Pipeline Project in case number RCU2017-00011; and,

WHEREAS, the Adams County Community and Economic Development Department and Planning Commission recommend approval of the attached Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement with Discovery DJ Services, LLC, 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 _____ Aye
O'Dorisio _____ Aye
Hansen _____ Aye
Hodge _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Stan Martin, 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 17th day of October, A.D. 2017.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:

Signed by Erica Hannah
VERIFY authenticity with e-Sign
Erica Hannah

Deputy

Boardwalk Pipeline
Project Case No.
RCU2017-00011

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 DISCOVERY DJ SERVICES, LLC, a Texas limited liability company, 7859 Walnut Hill Lane, Suite 335, Dallas, TX 75230, hereinafter called "**Developer**."

WITNESSETH:

WHEREAS, Developer desires to construct approximately 3.85-miles of underground steel pipeline plus 3.85-miles of underground natural gas pipeline plus 3.85-miles of underground 12-inch High Density Polyethylene ("HDPE") pipeline and appurtenances in Adams County, Colorado, as more particularly described in that certain Conditional Use Permit Application dated March 14, 2017 to transport crude oil ("**the Project**"); and

WHEREAS, the Project will provide transportation of crude oil and natural gas, 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, on March 14, 2017, 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, 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; 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 from the Adams County Public Works 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 to the Traffic Control Plan.
 - D. Submit the Facilities Response Plan to the County.
 - E. Secure all applicable local, state and federal permits for the Project and submit copies of these permits to the County.
 - F. Secure the required construction and / or access permits from E-470 to occupy space for utility work, access, and any construction within the E-470 right-of-way, property owned fee, Multi-Use Easement, and / or other easements and submit copies of these permits to the County.
 - G. Secure Adams County Right-Of-Way permits prior to constructing crossings.
 - H. Submit copies of all executed easements for the Project to the County.
 - I. Contact and use commercially reasonable efforts to work with Xcel Energy / Public Service Company of Colorado regarding any possible encroachment the Project may have on PSCo's overhead powerlines or related facilities.
 - J. Acknowledge the Adams 12 Five Star Schools letter dated April 18, 2017.
 - K. Acknowledge the Colorado Parks and Wildlife letter dated April 19, 2017.
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 SWMP 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 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. Operate at the Project site only from dawn to dusk during construction, Monday through Saturday, except for 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.
- D. Implement the approved Traffic Control Plan.
- E. 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.
- F. Comply with the requested notifications outlined in the Adams 12 Five Star Schools letter dated April 19, 2017.
- G. Comply with C.R.S. 42-4-1407, covering loads for all hauling/construction trucks.
- H. 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 roadways.
- I. Remove and dispose of all fluid spills, such as hydraulic oil from maintenance of

equipment, at a facility permitted for such disposal.

- J. 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.
- K. Ensure that all construction vehicles have a backup alarm that complies 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.
- L. If fuel will be stored on the subject properties or within the County's right-of-way: 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. 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 or 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.

The location of the Boardwalk Pipeline is semi-rural and County transportation and drainage projects are not anticipated in this area. If a project occurs in the area of the approved pipeline alignment, the Developer agrees to avoid any regional drainage improvements, to the extent possible. 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 requires the relocation of the pipeline, the Developer agrees to relocate the pipeline at its sole expense and Adams County shall give Developer 30 calendar days advance written notice for it to commence such relocation if it determines that the pipeline needs to be re-located.

- 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.
- E. In the event that Adams County desires to construct a County project within the County owned property (0157122102035 – Hawk Ridge Subdivision DESC: Outlot B) that affects the pipeline improvements, the County will require the Discovery DJ Services, LLC to remove the pipeline improvements, at the Discovery DJ Services, LLC's expense, to accommodate the County's project. Adams County shall provide the Discovery DJ Services, LLC written notice of its need to affect the pipeline improvements at least 180 calendar days prior to the start of a planned project that may affect the pipeline. Discovery DJ Services, LLC will be solely responsible for the relocation of the pipe by the end of the 180 day notice.

4. Operational Requirements.

- A. The Project will be operated to Federal Safety Standards contained in 49 CFR 195 or 49 CFR 192, as applicable, 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. Each steel pipeline 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 or 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 December 31, 2017. 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 but no later than December 31, 2017. 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 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 line 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 regard 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.

II. 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 addressed 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
Email: nwright@adcogov.org

With a copy to:

Adams County Attorney
4430 South Adams County Parkway
5th Floor, Suite C5000B 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 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 arising out of this Agreement, the parties agree that each will pay its own costs and fees.

[Signature Pages Follow]

Developer

DISCOVERY DJ SERVICES, LLC, a Texas limited liability company.

By: Zion Engineering LLC, its Engineering Consultant

By: Cory G. Jordan Andy Siegfried

Name: Cory G. Jordan ANDY SIEGFRIED

Title: EVP Operations PRESIDENT, ZION ENGINEERING

ACKNOWLEDGMENT

STATE OF Colorado)

COUNTY OF Arapahoe)

ss. Greenwood Village

The foregoing instrument was acknowledged before me this 16th day of October, 2017, by Andy Siegfried as President of the Engineering Consultant and authorized representative for Discovery DJ Services, LLC.

Witness my hand and official seal.

JUSTIN LENDERINK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074014906
COMMISSION EXPIRES APR. 27, 2019

Justin Lenderink
Notary Public, State of Colorado

My Commission Expires: 4-27-2019
My Commission Number: 20074014906
(Seal)

APPROVED BY resolution at the meeting of October 17, 2017.

ATTEST:

Etienne

Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Chair

APPROVED, AS TO FORM
COUNTY ATTORNEY



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

6. PROOF OF OWNERSHIP (warranty deed)

Rocky Mountain Midstream, LLC is not the fee simple estate owner of the property on which the valve site being located within Adams County. Rocky Mountain Midstream LLC, has acquired the applicable deeds, easements and right-of-way agreements associated with owner (Adams County) prior to the commencement of construction activities and has recorded associated agreements with the Adams County Clerk and Recorder's office ahead of initiating construction activities.

Attached hereto is the vesting deed of ownership and a copy of our Title Summary prior to the original construction of the project.

HAWK RIDGE SUBDIVISION

A SUBDIVISION A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO TOGETHER WITH LOTS 22 AND 23, BLOCK 2, TODD CREEK FARMS-FIFTH FILING, A SUBDIVISION A PART OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO SHEET 1 OF 7

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST ONE-QUARTER SECTION 22, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER SAID NORTHEAST ONE-QUARTER, THENCE S89°10'00"E ALONG THE NORTH LINE SAID NORTHEAST ONE-QUARTER A DISTANCE OF 248.17 FEET TO THE NORTHEAST CORNER SAID NORTHEAST ONE-QUARTER, THENCE S00°05'00"W ALONG THE EAST LINE SAID NORTHEAST ONE-QUARTER A DISTANCE OF 100.00 FEET TO THE EAST CORNER SAID NORTHEAST ONE-QUARTER, THENCE S89°10'00"E ALONG THE SOUTH LINE SAID NORTHEAST ONE-QUARTER A DISTANCE OF 42.11 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF IRONDALE ROAD TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E-470; THENCE N89°20'33"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET; THENCE S24°20'15"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 577.44 FEET; THENCE S78°02'01"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 18.48 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 3510.58 FEET, THE DELTA OF SAID CURVE IS 05°32'48", THE CHORD OF SAID CURVE BEARS N69°38'00"W 338.72 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 338.85 FEET TO THE END OF SAID CURVE; THENCE N89°22'41"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1244.40 FEET; THENCE N87°03'14"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 377.41 FEET TO A POINT ON THE WEST LINE NORTHEAST ONE-QUARTER SAID SECTION 22; THENCE S89°03'24"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 866.53 FEET TO THE POINT OF BEGINNING OF SAID SECTION 22, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO. CONTAINS 81.27 ACRES, MORE OR LESS.

BACKS OF BEARS; THE NORTH LINE NORTHEAST ONE-QUARTER SAID SECTION 22 IS ASSUMED TO BEAR N89°51'00"E.

Map by Adams County Clerk and subdivided the same into lots, blocks, streets, and other public ways and lands as shown on this plat, together, and also the installation and maintenance of utility and drainage facilities, including but not limited to lines, gas lines, water lines, and sewer lines together with the right to trim interfering trees and shrubs, and to take such other actions as may be necessary to carry out the purposes of this plat, and the replacement of such lines, and easements and rights to be shown hereon, shall be in Adams County for use as a residential zoning district.

Executed this 17 day of April, A.D. 2002, by Keith Wagner, County Clerk, Adams County, Colorado.

Witness my hand and seal of said County, Colorado, this 17 day of April, 2002.

Witness my hand and seal of said County, Colorado, this 17 day of April, 2002.

State of Colorado) SS
County of Adams)

The foregoing plat and dedication was acknowledged before me this 17 day of April, 2002, by Keith Wagner, County Clerk, Adams County, Colorado, and Kimberly H. Wagner.

Notary Public: Keith Wagner

My Commission Expires: 12/31/03

My Address is: 1234 Main Street, Adams, CO 80001

State of Colorado) SS
County of Adams)

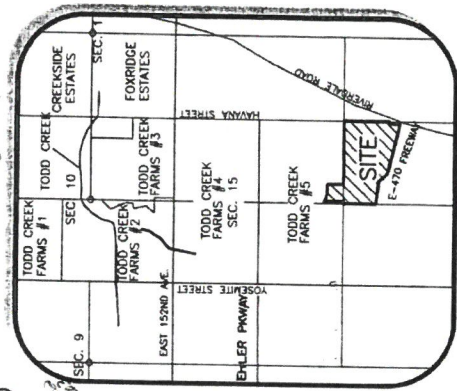
The foregoing plat and dedication was acknowledged before me this 17 day of April, 2002, by Keith Wagner, County Clerk, Adams County, Colorado, and Kimberly H. Wagner.

Notary Public: Keith Wagner

My Commission Expires: 12/31/03

My Address is: 1234 Main Street, Adams, CO 80001

1976-12-31
11K
See sheet 7
CASE NO: PLS 2001-00063



Vicinity Map - Not To Scale

CERTIFICATE OF SURVEY: 50-3-609-8546

I, Curt E. Ashburn, a registered land surveyor in the State of Colorado, do hereby certify that there are no roads, irrigation ditches, or other easements in evidence of record by me to be shown across the hereinafter described property except as shown on this plat. I further certify that the hereinafter described property is not subject to any other survey, and that all monuments and that this plat accurately represents said survey, and that all monuments are in place and correct.

Curt E. Ashburn - LS No 23027
Job No. _____
Date: _____

NOTICE: According to Colorado law, this map commences any legal proceedings upon any defect in this survey within three years after you first determine that there is any error or omission in this survey. If you determine that there is any error or omission in this survey, you may file a certification within three years from the date of certification shown hereon.

PLANNING COMMISSION APPROVAL:
Approved by the Adams County Planning Commission this 14 day of MARCH 2002.

BOARD OF COUNTY COMMISSIONERS APPROVAL:
Approved by the Adams County Board of County Commissioners this 15th DAY OF April, 2002, subject to the terms and conditions of the Subdivision Development Agreement recorded herewith.

CERTIFICATE OF THE CLERK AND RECORDER:
This plat and dedication was filed in the office of the Adams County Clerk and Recorder, in the State of Colorado at 1:30 p.m. on the 17 day of April, 2002.

By: Keith Wagner
County Clerk and Recorder



FILE: 8
MAP: 685
RECEPTION NUMBER: C0965911

State of Colorado) SS
County of Adams)

The foregoing plat and dedication was acknowledged before me this 18 day of April, 2002, by Keith Wagner, County Clerk, Adams County, Colorado, and Kimberly H. Wagner.

Notary Public: Keith Wagner

My Commission Expires: 12/31/03

My Address is: 1234 Main Street, Adams, CO 80001

NOTES:
1. ALL EASEMENTS SHOWN ARE UTILITY AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED.
2. NO DIRECT ACCESS TO F-470 WILL BE PERMITTED.
3. OUTLOTS A AND C SHALL BE OWNED AND MAINTAINED BY THE OWNER.
4. ALL LOTS WITH OIL WELLS/TANK BATTERIES SHALL NOT BE SOLD UNTIL OIL WELLS/TANK BATTERIES ARE PLUGGED/REMOVED.
5. PRELIMINARY SOILS AND PERCOLATION TESTS INDICATE THAT ENGINEERED FOOTING SHALL BE REQUIRED FOR ALL STRUCTURES TO BE BUILT ON THE MAJORITY OF THE LOTS WITHIN THIS DEVELOPMENT. ENGINEERED FOOTING SHALL BE REQUIRED FOR ALL STRUCTURES TO BE BUILT ON EACH LOT SITE. PLAN FOR BOTH PRIMARY AND REPLACEMENT WASTEWATER DISPOSAL FIELDS. REPLACEMENT OF THE PRIMARY FIELDS MAY BE REQUIRED, IF PERCOLATION TESTS SHALL BE USED TO DETERMINE THE AREA REQUIRED FOR PRIMARY AND REPLACEMENT DISPOSAL FIELDS AREAS. THESE AREAS NEED TO BE REMOVED FROM THE SUBDIVISION. PATENT RIGHTS SHALL BE MAINTAINED TO REMAIN FREE OF ANY IMPROVEMENTS, E.G., IRRIGATED LANDSCAPING, PAVING, OUT BUILDINGS, ETC.
6. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT IN ANY PHASE OF CONSTRUCTION, UNTIL ALL PUBLIC IMPROVEMENTS, IN ANY PHASE, AS SHOWN ON THIS PLAT, HAVE BEEN COMPLETED AND ALL UNDER PRELIMINARY ACCEPTANCE OF THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS.
7. EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE SIDE AND REAR LOT LINES OF EACH LOT FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF ELECTRIC, GAS, TELEPHONE CABLE, AND TELECOMMUNICATION FACILITIES. THESE UTILITY EASEMENTS SHALL BE PERMITTED TO CROSS PRIVATE STREETS WITHIN THE SUBDIVISION WITHIN PATENT RIGHTS AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
8. THERE MAY BE POSSIBLE UNDERGROUND PRELINES CROSSING THIS SUBDIVISION THAT COULD NOT BE LOCATED BY THE OIL WELL OR ANY PRELINES OR APPURTENANCES UNDER THE LOT.
9. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF ANY COVENANTS, CONDITIONS, OR RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.
10. 50 FOOT WIDE DRAINAGE EASEMENTS ARE EXCLUSIVELY FOR DRAINAGE WITH UTILITIES PERMITTED TO CROSS AT RIGHT ANGLES ONLY.
11. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL EFFICIENCY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING BUT NOT LIMITED TO CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND BASINS LOCATED ON THEIR LOTS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
12. THE HOMES ON LOTS 1, 2, 3, 4, 17, 18, AND 20-29, BLOCK 2, SHALL BE RESTRICTED TO NO MORE THAN FOUR (4) BEDROOMS.
13. NO STRUCTURES, INCLUDING FENCES, CAN BE BUILT IN THE MULTI USE EASEMENT AREAS. THESE AREAS ARE TO BE RESERVED EXCLUSIVELY FOR GOLF COURSE AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G. IRRIGATED LANDSCAPING, PAVING, OUT-BUILDINGS, ETC.
14. REGS FOR THE DEDICATION OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (IGDS) HAVE BEEN RESUBMITTED TO THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS. THESE AREAS ARE TO BE RESERVED EXCLUSIVELY FOR GOLF COURSE AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G. IRRIGATED LANDSCAPING, PAVING, OUT-BUILDINGS, ETC.

1976-12-31
11K
See sheet 7
CASE NO: PLS 2001-00063

WEST LINE NORTH EAST ONE-QUARTER SAID SECTION 44,

THENCE N00°03'24"E ALONG SAID WEST LINE A DISTANCE OF 855.53 FEET TO THE POINT OF BEGINNING, TOGETHER WITH LOTS 22 AND 23, BLOCK 2, TODD CREEK FARMS-FIFTH FILING, A SUBMISSION A PART OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO.

CONTAINS 91.27 ACRES MORE OR LESS.

BASIS OF BEARINGS: THE NORTH LINE NORTHEAST ONE-QUARTER SAID SECTION 22 IS ASSUMED TO BEAR N89°51'06"E.

Has by these presents laid out, platted and subdivided the same into Lots and Blocks as shown on this plat under the name and style of HAWK RIDGE SUBDIVISION, and do hereby dedicate to the County of Adams, State of Colorado, for public use, all streets, and other public ways and lands as shown on this plat, forever, and also reserve those portions of real property which are labeled as easements on this plat, for the installation and maintenance of utility and drainage facilities, including but not limited to electric lines, gas lines, water lines, and sewer lines together with the right to trim interfering trees and brush, together with a perpetual right of ingress and egress for installation, maintenance and replacement of such lines; said easements and rights to be used in a responsible and prudent manner. Outlot B as shown hereon is dedicated to Adams County for use as a regional water quality facility.

Executed this 17 day of April A.D., 2002

Gary L. Wagner
Gary L. Wagner, Kevin S. Wagner
Kevin S. Wagner.

Kim H. Wagner
Kimberly H. Wagner

Gary L. Wagner

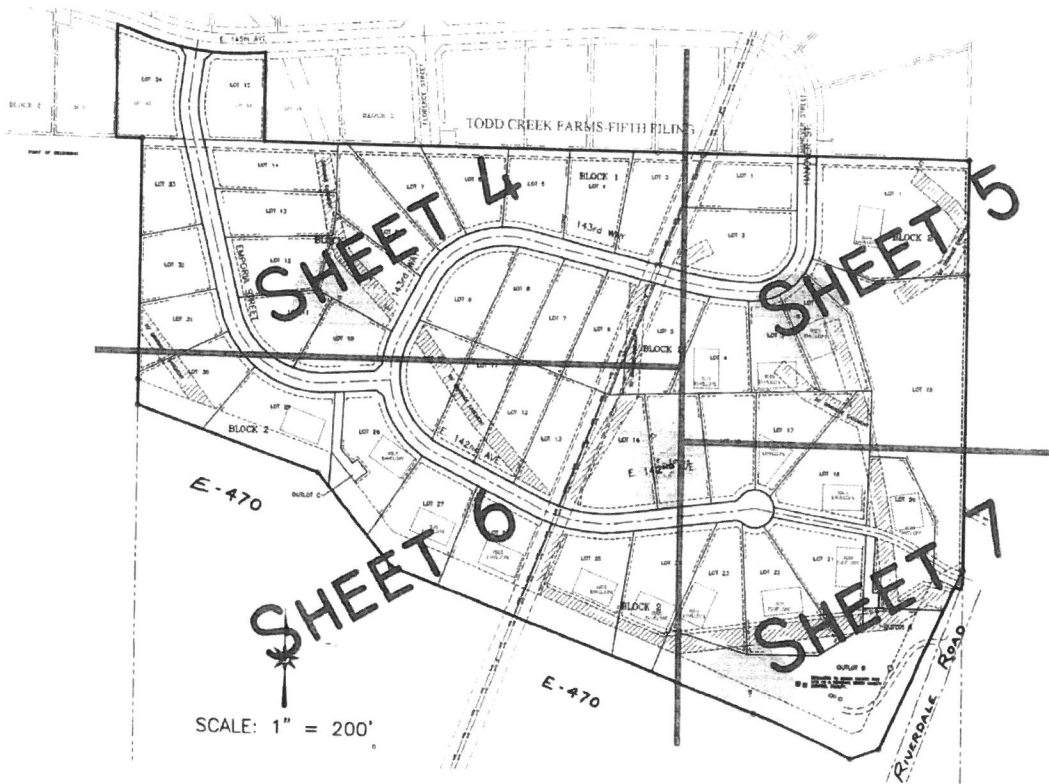
Gary L. Wagner, Trustee for a Declaration of Trust dated April 12, 1984

Todd Osborne
Todd Creek Village LLC, a Colorado Limited Liability Company
Gene Osborne, Manager

File 18 MAP 685

HAWK RIDGE SUBDIVISION

A SUBDIVISION A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 22,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO
TOGETHER WITH LOTS 22 AND 23, BLOCK 2, TODD CREEK FARMS-FIFTH FILING,
A SUBDIVISION A PART OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO
SHEET 2 OF 7



HAWK RIDGE SUBDIVISION

A SUBDIVISION A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO TOGETHER WITH LOTS 22 AND 23, BLOCK 2, TODD CREEK FARMS-FIFTH FILING, A SUBDIVISION A PART OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO SHEET 3 OF 7

CURVE TABLE

CURVE	RANGES	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	207.80	86.70	86.43	N 20° 14' 26" E	118° 20' 23"	33.68
C2	207.80	49.28	48.10	N 20° 14' 26" E	118° 20' 23"	24.70
C3	207.80	112.60	110.89	N 47° 30' 20" E	30° 25' 31"	67.47
C4	207.80	103.31	102.25	N 47° 30' 20" E	30° 25' 31"	67.47
C5	124.80	235.93	211.31	N 77° 14' 07" E	10° 10' 00"	32.75
C6	1069.00	226.77	226.38	N 45° 43' 00" E	100° 10' 00"	101.41
C7	1195.00	174.19	174.13	S 52° 20' 51" E	12° 18' 18"	114.80
C8	1195.00	117.41	117.26	S 52° 20' 51" E	12° 18' 18"	80.12
C9	245.00	11.37	11.26	S 79° 11' 05" E	62° 24' 47"	3.90
C10	245.00	211.73	201.12	S 82° 25' 00" E	62° 31' 48"	9.69
C11	305.00	90.80	89.73	N 67° 48' 25" E	77° 44' 09"	180.91
C12	305.00	118.46	115.78	S 84° 39' 14" E	16° 50' 04"	45.32
C13	305.00	101.06	102.17	N 76° 04' 04" E	21° 50' 41"	56.85
C14	305.00	103.01	102.93	N 52° 21' 01" E	17° 11' 04"	50.00
C15	305.00	117.09	117.44	N 50° 08' 00" E	17° 21' 01"	50.00
C16	270.00	108.44	107.71	N 50° 08' 00" E	17° 21' 01"	50.00
C17	270.00	274.08	274.24	S 62° 34' 19" E	23° 00' 41"	56.66
C18	245.00	273.09	268.44	S 62° 34' 19" E	23° 00' 41"	56.66
C19	245.00	36.73	36.70	S 62° 34' 19" E	23° 00' 41"	150.11
C20	430.00	74.41	74.33	S 62° 34' 19" E	23° 00' 41"	150.11
C21	430.00	218.87	203.00	S 62° 34' 19" E	23° 00' 41"	150.11
C22	80.00	39.47	39.37	S 62° 34' 19" E	23° 00' 41"	150.11
C23	80.00	38.84	38.81	S 62° 34' 19" E	23° 00' 41"	150.11
C24	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C25	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C26	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C27	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C28	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C29	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C30	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C31	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C32	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C33	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C34	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C35	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C36	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C37	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C38	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C39	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C40	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C41	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C42	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C43	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C44	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C45	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C46	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C47	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C48	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C49	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C50	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C51	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C52	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C53	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C54	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C55	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C56	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C57	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C58	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C59	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11
C60	80.00	37.41	37.37	S 62° 34' 19" E	23° 00' 41"	150.11

LINE TABLE

LINE BEARING	DISTANCE
L1	S 60° 01' 30" W 42.11
L2	S 20° 01' 53" W 17.20
L3	N 60° 30' 30" W 20.00
L4	S 74° 20' 01" W 88.58
L5	S 39° 04' 30" E 75.18
L6	N 00° 03' 24" E 78.37
L7	N 00° 03' 24" E 71.31
L8	S 89° 51' 06" W 81.80
L9	N 00° 00' 00" E 80.27
L10	N 44° 41' 05" E 30.08
L11	N 12° 54' 35" W 83.70
L12	S 80° 21' 09" W 87.00
L13	N 34° 13' 44" W 50.00
L14	S 89° 50' 21" E 30.88
L15	N 89° 50' 21" E 100.41
L16	S 89° 50' 21" E 30.23
L17	N 00° 00' 00" W 21.67
L18	N 00° 00' 00" W 108.11
L19	N 39° 04' 30" W 50.00
L20	S 50° 50' 21" W 50.00
L21	S 39° 04' 30" E 50.00
L22	S 50° 50' 21" W 50.00
L23	N 71° 23' 14" W 15.49
L24	S 39° 04' 30" E 50.00
L25	N 00° 00' 00" E 50.00
L26	N 00° 00' 00" E 50.00
L27	S 00° 00' 00" W 2.85
L28	N 00° 00' 00" E 50.00
L29	N 00° 00' 00" E 50.00
L30	N 00° 00' 00" E 50.00
L31	N 00° 00' 00" E 50.00
L32	N 00° 00' 00" E 50.00
L33	N 00° 00' 00" E 50.00
L34	N 00° 00' 00" E 50.00
L35	N 00° 00' 00" E 50.00
L36	N 00° 00' 00" E 50.00
L37	N 00° 00' 00" E 50.00
L38	N 00° 00' 00" E 50.00
L39	N 00° 00' 00" E 50.00
L40	N 00° 00' 00" E 50.00
L41	S 89° 51' 24" W 83.22
L42	S 89° 51' 24" W 83.22
L43	S 89° 51' 24" W 83.22
L44	S 89° 51' 24" W 83.22
L45	S 89° 51' 24" W 83.22
L46	S 89° 51' 24" W 83.22
L47	S 89° 51' 24" W 83.22
L48	S 89° 51' 24" W 83.22
L49	S 89° 51' 24" W 83.22
L50	S 89° 51' 24" W 83.22

BLOCK 1

- LOT 1 = 1.36 ACRES
- LOT 2 = 1.02 ACRES
- LOT 3 = 1.52 ACRES
- LOT 4 = 1.23 ACRES
- LOT 5 = 1.21 ACRES
- LOT 6 = 1.37 ACRES
- LOT 7 = 1.36 ACRES
- LOT 8 = 1.01 ACRES
- LOT 9 = 1.32 ACRES
- LOT 10 = 1.01 ACRES
- LOT 11 = 1.54 ACRES
- LOT 12 = 1.28 ACRES
- LOT 13 = 1.25 ACRES
- LOT 14 = 1.48 ACRES
- LOT 15 = 1.28 ACRES

BLOCK 2

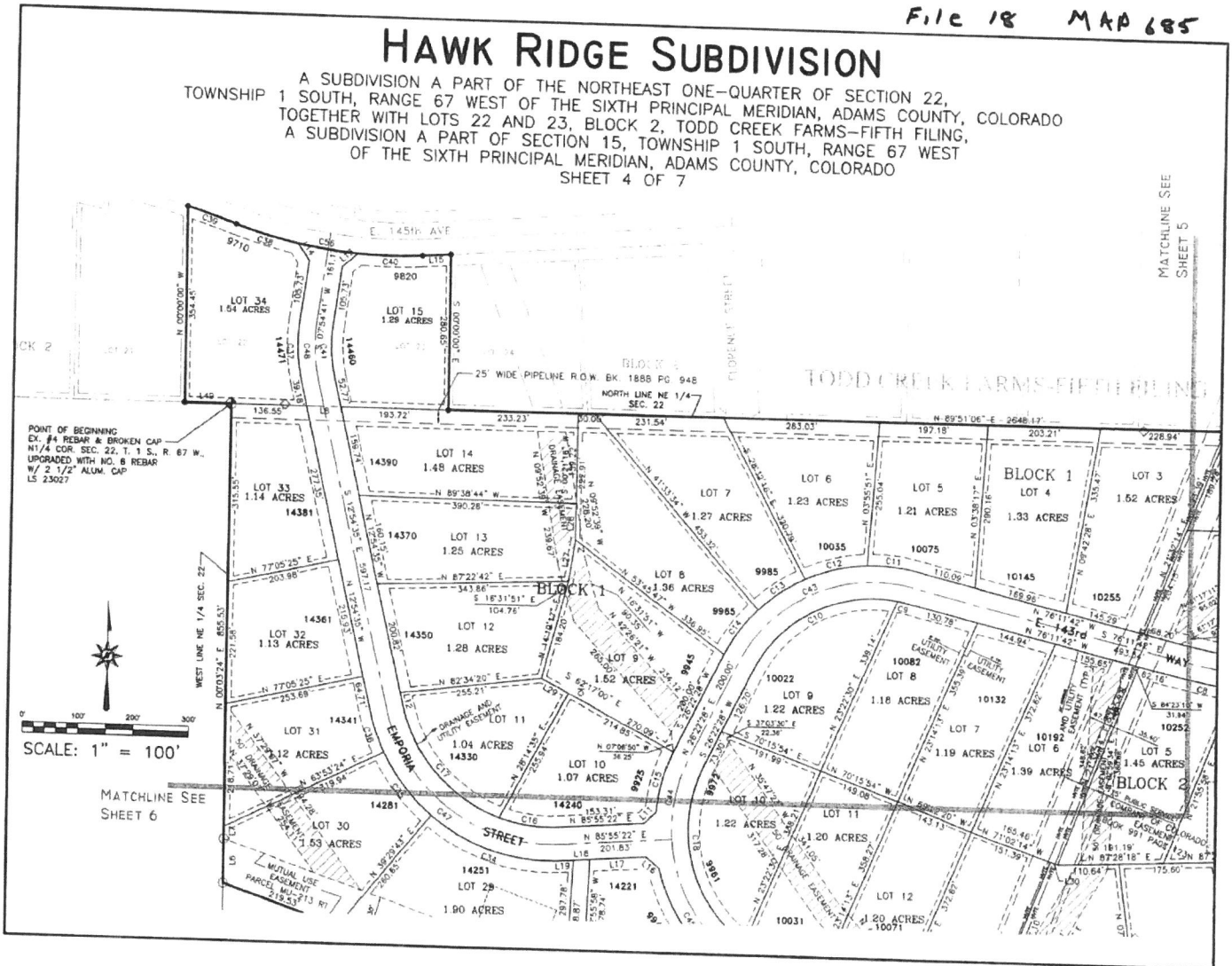
- LOT 1 = 2.25 ACRES
- LOT 2 = 1.40 ACRES
- LOT 3 = 1.12 ACRES
- LOT 4 = 1.35 ACRES
- LOT 5 = 1.02 ACRES
- LOT 6 = 1.39 ACRES
- LOT 7 = 1.18 ACRES
- LOT 8 = 1.18 ACRES
- LOT 9 = 1.22 ACRES
- LOT 10 = 1.32 ACRES
- LOT 11 = 1.20 ACRES
- LOT 12 = 1.30 ACRES
- LOT 13 = 1.31 ACRES
- LOT 14 = 1.30 ACRES
- LOT 15 = 1.44 ACRES
- LOT 16 = 1.20 ACRES
- LOT 17 = 1.36 ACRES
- LOT 18 = 1.82 ACRES
- LOT 19 = 1.27 ACRES
- LOT 20 = 1.36 ACRES
- LOT 21 = 1.34 ACRES
- LOT 22 = 1.83 ACRES
- LOT 23 = 2.02 ACRES
- LOT 24 = 1.03 ACRES
- LOT 25 = 1.80 ACRES
- LOT 26 = 1.87 ACRES
- LOT 27 = 1.70 ACRES
- LOT 28 = 1.74 ACRES
- LOT 29 = 1.83 ACRES
- LOT 30 = 1.14 ACRES
- LOT 31 = 1.83 ACRES
- LOT 32 = 1.14 ACRES
- LOT 33 = 1.14 ACRES
- LOT 34 = 1.84 ACRES
- OUTLOT 1 = 0.16 ACRES
- OUTLOT 2 = 0.21 ACRES

LEGEND:

- FOUND MONUMENT AS NOTED HEREON
- SET NO. 4 REBAR WITH CAP IS 23027
- HVTE— HIGH VOLTAGE OVERHEAD ELECTRIC LINE
- OHE— OVERHEAD POWER LINE
- * BARBED WIRE FENCE LINE
- UTILITY POLE
- ⊗ OIL WELL
- TANK HEATER
- ◇ GAS LINE MARKER

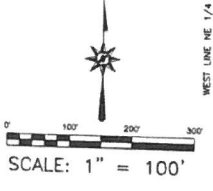
HAWK RIDGE SUBDIVISION

A SUBDIVISION A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO TOGETHER WITH LOTS 22 AND 23, BLOCK 2, TODD CREEK FARMS-FIFTH FILING, A SUBDIVISION A PART OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO
SHEET 4 OF 7



MATCHLINE SEE SHEET 5

POINT OF BEGINNING EX. #4 REBAR & BROKEN CAP N 1/4 COR. SEC. 22, T. 1 S., R. 67 W., UPGRADED WITH NO. 8 REBAR W/ 2 1/2" ALUM. CAP LS 23027

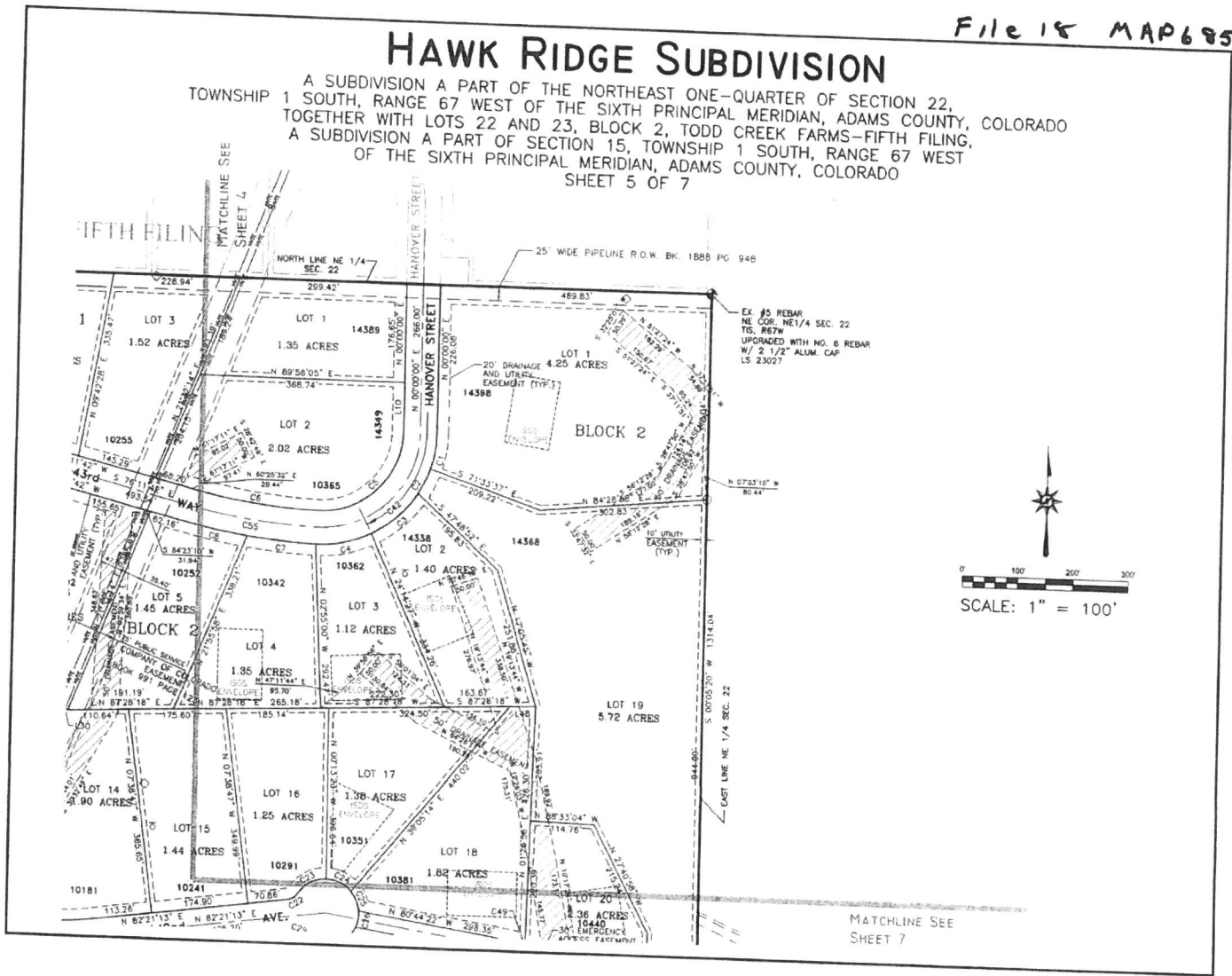


MATCHLINE SEE SHEET 6

FILED FOR RECORD IN ADAMS COUNTY, COLORADO, MAY 11, 1999, BY JAMES H. HARRIS, COUNTY CLERK.

HAWK RIDGE SUBDIVISION

A SUBDIVISION A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 22,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO
TOGETHER WITH LOTS 22 AND 23, BLOCK 2, TODD CREEK FARMS-FIFTH FILING,
A SUBDIVISION A PART OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO
SHEET 5 OF 7



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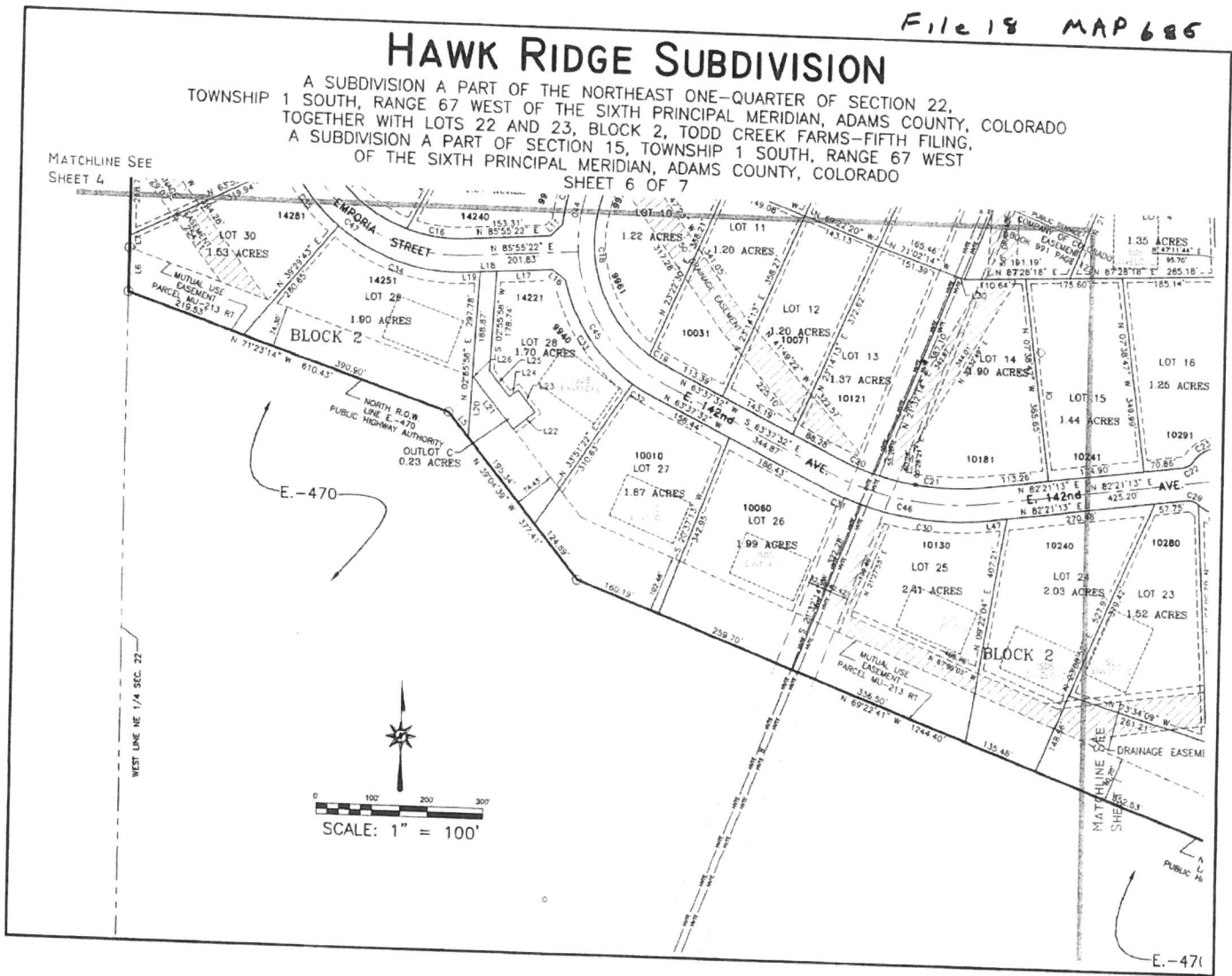
File 18 MAP 685

HAWK RIDGE SUBDIVISION

A SUBDIVISION A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 22,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO
TOGETHER WITH LOTS 22 AND 23, BLOCK 2, TODD CREEK FARMS-FIFTH FILING,
A SUBDIVISION A PART OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

SHEET 6 OF 7

MATCHLINE SEE
SHEET 4



FILED IN THE OFFICE OF THE COUNTY CLERK OF ADAMS COUNTY, COLORADO, ON 07-17-2007 AT 11:15 AM. JDM



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

7. PROOF OF WATER AND SEWER SERVICE;

The operation of the respective valve site will not require water or sanitary services.

During construction, bottled water was made available to construction personnel. Due to the intermittency of personnel on site after construction, a permanent source of drinking water will not be necessary. Personnel and contractors was responsible for bringing their own drinking water after construction.

Due to this being an unmanned site, a sewage disposal system will not be installed. Temporary sanitary facilities was provided for construction workers at the staging areas along the right of way.



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

8. PROOF OF UTILITIES (e.g. electric, gas)

Water and Sanitary Services: The operation of the respective valve site will not require water or sanitary services. See Section 7 for details.

Communications; Up to 60' communication antenna was installed so that the valve site could communicate with the Gas Plant controller.

Electrical Services: Rocky Mountain Midstream, LLC did work with a local electrical service provider to obtain services for this site. Once an agreement is in place a copy will be forwarded to Adams County.



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

9. LEGAL DESCRIPTION:

Parcel No. 0157122102035

Legal Description: Sec. 22 Township 1S Range 67W

SUB: Hawk Ridge Subdivision Desc: Outlot B

Adams County Exempt Property Profile

Parcel Number: 0157122102035

Owners Name and Address:	Property Address:
ADAMS COUNTY 4430 SOUTH ADAMS COUNTY PKWY BRIGHTON CO 80601-8204	CO

Account Summary

Legal Description

SUB:HAWK RIDGE SUBDIVISION DESC: OUTLOT B

Subdivision Plat

HAWK RIDGE SUBDIVISION

Account Summary

Account Numbers	Date Added	Tax District	Mill Levy
R0145187	08/12/2002	211	126.987

Permits

Permit Cases

[RCU2017-00011](#)
[RWC2017-00077](#)

Sales Summary

NO SALES RECORDS FOUND

Click [here](#) to go to Clerk / Recorder search page



Rocky Mountain Midstream, LLC
540 E Bridge Street
Brighton, Colorado 80601

10. CERTIFICATE OF TAXES PAID:

Rocky Mountain Midstream, LLC has secured an applicable lease agreement and executed right-of-way agreement authorizing the right to construct, operate, and maintain the proposed valve site. As lease and easement holders, Rock Mountain Midstream, LLC is not responsible for the payment of property taxes on the parcel, as that remains the responsibility of the landowner.

Certificate of taxes paid for parcel is included in this packet. The certificate was obtained through the Adams County Treasurer's office.

Tax Certificate Statement attached;



Statement Of Taxes Due

Account Number R0145187
Assessed To

Parcel 0157122102035
ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
5TH FLOOR SUITE C5000A
BRIGHTON, CO 80601-8204

Legal Description

SUB:HAWK RIDGE SUBDIVISION DESC: OUTLOT B

Situs Address
0

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 05/24/2019					\$0.00

Tax Billed at 2018 Rates for Tax Area 211 - 211

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6660000	\$0.00	COUNTY TOTAL	\$90,000	\$26,100
FIRE DISTRICT 6	11.7950000	\$0.00	LAND		
GENERAL	22.6400000	\$0.00	Total	\$90,000	\$26,100
RETIREMENT	0.3140000	\$0.00			
ROAD/BRDGE	1.3000000	\$0.00			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.00			
SD 27 BOND	22.0690000	\$0.00			
SD 27 GENERAL	27.0230000	\$0.00			
URBAN DRAINAGE SOUTH PLATTE	0.0940000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.7260000*	\$0.00			
SOCIAL SERVICES	2.3530000	\$0.00			
EAGLE SHADOW METRO DIST NO	24.7500000	\$0.00			
TODD CREEK VILLAGE PARK & R	10.0000000	\$0.00			
Taxes Billed 2018	126.9870000	\$0.00			
* 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
4430 S Adams County Parkway Suite C2436
Brighton, CO 80601
720-523-6160

NEW SATELLITE OFFICE

11860 Pecos Street
Westminster, CO 80234
Mon, Tue, Wed, Thur 7:30 am - 5 pm