

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

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

**Resolution 2014-304**

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

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

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

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

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

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

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

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

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

Henry	_____	Aye
Tedesco	<u>Chairman</u>	Aye
Hansen	_____	Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

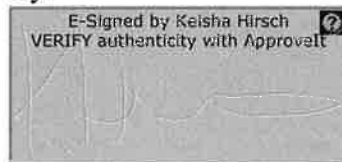
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in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

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

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



By:



Deputy

## DEVELOPMENT AGREEMENT

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

### WITNESSETH:

WHEREAS, Developer desires to construct a natural gas liquids handling facility and pipeline tie-in station for the collection of natural gas (the "**Project**"); and,

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

WHEREAS, Developer submitted an application for rezoning to A-2 and a Conditional Use Permit ("**CUP**") to Adams County in accordance with the requirements outlined of the Adams County Development Standards and Regulations ("**Regulations**"); and,

WHEREAS, the Project will be constructed on certain real property located in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof (the "**Property**"); and

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

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

- B. Prepare a Traffic Control Plan and obtain approval of the Plan by the County. The Traffic Control Plan shall detail any impacts to the right-of-way during the construction of the Project including but not limited to lane closures, access to construction staging sites, and hours of operation. The traffic control plan shall be prepared in a way to minimize impacts to adjacent property owners during the construction period. The Developer must obtain written approval of the Traffic Control Plan from Adams County Transportation Department prior to commencement of construction. The Developer shall be responsible for implementing any necessary corrections to the traffic impact study.
- C. Submit the Spill Prevention, Control and Countermeasure Plan ("Plan") for the Niobrara Area in Adams County to the County.
- D. Secure all applicable local, state and federal permits for the Project and submit copies of these permits to the County.
- E. Submit a landscaping and fencing plan for the Project that meets the minimum requirements of the Adams County Development Standards and Regulations. Developer agrees to construct landscaping and fencing per the plans submitted as Figure 2 in the Conditional Use Permit application.
- F. According to the Adams County Transportation Plan (adopted December 2012), Imboden Road is classified as a principal arterial roadway. A dedication of 40-ft of right-of-way from the section line shall be required. The City of Aurora may request additional right-of-way beyond the 40-ft per City requirements.
- G. Prepare and submit a Stormwater Management Plan ("SWMP") according to County standards. In the event that any portion of the Project is located within the MS4 permit boundary of unincorporated Adams County and greater than 1 acre of disturbance, a SWMP must be prepared according to County standards. Moreover, surety will be required for Best Management Practices ("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.
- H. Provide a copy of the following safety processes and plans to Adams County:
  - Incident Management Handbook;
  - Hazard Management Safe Action Plan; and
  - Local Area Emergency Response Plan.
- I. The Applicant must coordinate with Adams County Transportation Department to obtain the necessary permits prior to construction. Construction plans should only be submitted for the portions of the project located within unincorporated Adams County. At a minimum, the plans must contain the following:
  - Jurisdictional boundaries

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

2. Construction Activities. During construction of the Project, the Developer shall:

- A. Manage stormwater in accordance with a SWMPP (Storm Water Management Prevention Plan) prepared under the Colorado Department of Public Health and Environment ("CDPHE") Colorado Discharge Permitting System ("CDPS") Permit and in accordance with the Clean Water Act National Pollution Discharge Elimination System ("NPDES") regulations and Adams County's Grading Erosion and Sediment Control standards. Stormwater Best Management Practices shall be implemented for the construction phase to capture and treat all onsite stormwater runoff, in accordance with the requirements for the SWMPP.
- B. Implement the approved Traffic Control Plan.
- C. East 38<sup>th</sup> Avenue shall be constructed to facilitate two-way traffic.
  - i. Developer agrees to provide road improvements to East 38<sup>th</sup> Avenue, which consist of constructing approximately 700 feet of East 38<sup>th</sup> Avenue to Adams County Minor Collector, Rural Standards as shown on Exhibit B attached hereto.
  - ii. Developer and Adams County agree that 38<sup>th</sup> Avenue will be shifted north of the section line to accommodate the 80 feet of planned road improvements.
  - iii. The construction shall be two 14 feet lanes of pavement, totaling 28 feet in width with 8 feet paved shoulders and appropriate width ditches with 3:1 side slopes for a total ROW width of 80 feet. The parties also agree that Developer shall have no further construction obligation and the road shall become the property of Adams County for the purpose of maintenance and future development.
- D. The site will require East 38<sup>th</sup> Avenue for access (as shown in the submitted traffic study). Any direct access to Imboden Road will require approval from the City of Aurora.

- E. Hours of construction shall be from 7AM to 10PM per Section 4-13 of the Adams County Design Requirements and Performance Standards, Monday through Saturday, except during hydrostatic testing, horizontal directional drilling (“HDD”), and emergency situations that would cause the Developer to be out of compliance with any applicable local, state or federal permit. The Adams County Director of Planning and Development may extend the hours and days of operation if there has been demonstration of a sufficient need.
- F. Comply with all applicable local, state and federal requirements.
- G. Comply with the revisions to the Air Quality Control Commission’s Regulation Numbers 3, 6, and 7 adopted by the Air Quality Control Commission in 2014, and as further amended by the Air Quality Control Commission or any other relevant agency or governing body.
- H. Require that all hauling/construction trucks cover their loads pursuant to C.R.S. 42-4-1407.
- I. Be responsible for the cleanliness and safety of all roadways adjacent to the Project in Adams County in the event that there are any issues related to the Project during construction. If at any time, these roadways are found to be dangerous or not passable due to debris or mud caused by Project activities, the Developer shall cease Project operations immediately and clear the roadway of any and all debris or mud. The Project shall not resume until the County, in its sole discretion, deems the roadway conditions acceptable. If the Developer fails to keep the adjacent roadways clean and free from debris caused by Project activities, the Transportation Department has the option to do the required clean up and bill the charges directly to the Developer.

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

- J. All fluid spills, such as hydraulic and oil from maintenance of equipment, shall be removed and disposed of at a facility permitted for such disposal.
- K. Require that all construction vehicles have a backup alarm that shall comply with OSHA requirements, 29 CFR 1926.601(b)(4) and 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.
- L. Comply with Noise Standards during construction per Section 4-13-03 of the Adams County Design Requirements and Performance Standards. Respond promptly to complaints received of offsite impacts and use reasonable efforts to resolve such complaints. The County will advise the Developer of any complaints

concerning offsite impacts that are referred to it and the Developer shall work with the County to amicably resolve the situation.

- M. If fuel will be stored on this site the following guidelines shall be implemented: All fuel storage at this site shall be provided with secondary containment that complies with State of Colorado Oil Inspection Section Regulations; and Fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and Developer shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Spill and drip containment pans shall be emptied frequently and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.
- N. Adhere to all applicable requirements of the Zoning, Health, Building, Engineering and Fire Codes.
- O. The County reserves all rights under the Regulations to seek enforcement of the terms of this Development Agreement. Remedies for failure to substantially comply with the requirements of this Development Agreement after provision of notice and a reasonable opportunity to cure in accordance with Section III.5 may result in the initiation of court action seeking revocation of the Conditional Use Permit for the Project. Failure to comply with the requirements set forth in this Development Agreement may be justification for a Show Cause Hearing, where the Conditional Use Permit associated with this Development Agreement may be revoked.
- P. Comply with the comments that were submitted by Tri-County Health Department in their letter dated October 2, 2013. Developer will comply with all applicable sanitary and solid waste disposal measures and groundwater quality measures during construction and during maintenance activities thereafter. If discharge of groundwater is necessary during construction, Developer will obtain and comply with the terms of the discharge permit from the Colorado Department of Public Health and Environment Water Quality Control Division.
- Q. Comply with the Bennett Fire Protection District requirements as stated in their letter dated March 28, 2014.
- R. Comply with the comments that were submitted by Xcel Energy in their letter dated March 25, 2014.
- S. Comply with the comments that were submitted by the Colorado Division of Water Resources in their letter dated March 21, 2014.
- T. Comply with the comments that were submitted by the Denver International Airport ("DIA") in their e-mail dated March 12, 2014.
- U. It shall be the responsibility of the Developer to not disrupt or damage the functionality of any existing drainage facilities.

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

3. Design and Operational Requirements.

- A. The Project will comply with all applicable local, state and federal requirements, including but not limited to the: Colorado Oil and Gas Conservation Commission ("COGCC"); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); 40 CFR part 305 and part 307; Clean Air Act ("CAA"); 40 CFR subchapter C parts 50-99; Resource Conservation and Recovery Act ("RCRA"); 40 CFR subchapter 1 parts 260-299; Toxic Substance Control Act ("TSCA"); 40 CFR subchapter R parts 700-799; Emergency Planning and Community Right-to-Know Act ("EPCRA"); 40 CFR part 355; and U.S. Environmental Protection Agency ("USEPA") National Pollutant Discharge Elimination System ("NPDES"); the Bennett Fire Protection District ("BFPD"); the Colorado Department of Transportation ("CDOT"); the Colorado Department of Public Health and Environment ("CDPHE"); the Federal Aviation Agency ("FAA"); and, the Urban Drainage and Flood Control District ("UDFCD").
- B. In the Lower Box Elder Creek study, there is a grass-lined channel and drop structures ("Stream BGK") that traverse the site. A drainage easement shall be dedicated for this facility. At a minimum, the Developer's technical representative shall provide a design to help size the easement and associated channel (using the stormwater rate of flow stated in the study). This shall be provided to Adams County and the Urban Drainage and Flood Control District for review and acceptance. Developer and Adams County agree that in the event a channel becomes necessary as a result of future development they shall mutually agree on an easement for a drainage conveyance. At that time, Developer shall provide a drainage easement and structure at a location that is mutually agreeable and at no cost to Developer. It is further understood the Developer and Adams County recognize the channel is to be located on the westerly boundary of the property, only if and when required by future development.
- C. Developer agrees to construct a solid screen fence, constructed out of vinyl, concrete, or similar material, to screen the Project.
- D. Developer agrees to provide a landscaping plan to be approved by Adams County that includes one tree and two shrubs per 40 linear feet of project area (3.3 acre site).



4. Operational Requirements.

- A. The Project will be operated to Federal Safety Standards if 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. The steel pipelines will have a corrosion prevention system.
- C. The Project will have a multi-faceted integrity management program, as required under federal pipeline safety standards, if applicable, and the Developer's own liquid handling facility integrity management programs. In the event that there is a conflict between any standard or regulation, the most restrictive standard shall apply.
- D. The Project will be operated in accordance with all applicable local, state and federal codes, laws and regulations, including but not limited to the Bennett Fire Protection District ("BFPD"), the Colorado Department of Transportation ("CDOT"), the Colorado Department of Public Health and Environment ("CDPHE"), the Federal Aviation Agency ("FAA"), and the Urban Drainage and Flood Control District ("UDFCD").

5. Post-Construction and Maintenance Requirements.

- A. Maintenance of the Project will follow guidelines set forth in the Developer's Maintenance Procedures Guide, which meet or exceed regulatory requirements.
- B. Developer agrees that it shall not disrupt or damage the functionality of any existing drainage facilities.
- C. 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.
- D. Developer agrees to submit emergency contact information, emergency response plans, and final maps of the Project, including all associated valves and pipeline components, to the local fire districts along the Project and to the Adams County Office of Emergency Management before commencing operation of the facility.
- E. In the event that the Project is not constructed in accordance with the construction plans approved by the County and there becomes a conflict with a future roadway expansion project, as such project is contemplated under the 2012 Transportation Plan, the Developer agrees to relocate the pipeline at its own expense. The Developer also agrees that the approval of encroachment agreement requests for parking lots and driveways on private property will not be unreasonably withheld.

- F. Upon abandonment of the Project, Developer agrees to restore the site to the same or similar condition prior to the commencement of the Project.
6. Development Impact Fees. There are no development fees associated with this Project.
  7. Acceptance and Maintenance of Public Improvements. Developer is required to make public improvements or make public dedications in connection with the Project as discussed above.
  8. Encroachment Upon Future Right of Way. If any segment of the Project is parallel to an Adams County right-of-way, the project 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.
  9. Guarantee of Compliance. Developer hereby agrees that should it fail to comply with the terms of this agreement, then the Board of County Commissioners of the County of Adams, State of Colorado, will be 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.
  10. Financial Security. The County has determined that there is no need for a guarantee of financial security with regard to this Project.
  11. Successors and Assigns. This Agreement shall be binding upon the successors, and assigns of the Developer, and shall be deemed a covenant running with the real property described in Exhibit "A" attached hereto.

## **II. COUNTY'S OBLIGATIONS:**

The County shall have no obligations associated with this Agreement.

## **III. GENERAL PROVISIONS:**

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

To Developer:

Bronco Pipeline Company  
Attn: Supervisor - PTRRC  
34501 E. Quincy Avenue, Bldg. 1  
Watkins, CO 80137  
Email: [R-Wayne.McCreesh@conocophillips.com](mailto:R-Wayne.McCreesh@conocophillips.com)

With a copy to:  
ConocoPhillips Company  
Attn: Real Property Administration  
Plaza Office Building  
P.O. Box 7500  
Bartlesville, OK 74004

To Adams County:  
Director, Department of Planning and Development  
4430 South Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000A  
Brighton, CO 80601  
Email: [amontoya@adcogov.org](mailto:amontoya@adcogov.org)

With a copy to:  
Adams County Attorney  
4430 South Adams County Parkway, 5<sup>th</sup> 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 Planning & Development Director for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

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

4. Controlling Law. This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
5. Default. If either party is in default under this Agreement, the non-defaulting party shall provide written notice of said default to the defaulting party to the address provided in Section 2 immediately above. The defaulting party shall have 30 days to cure the default,

unless an extension is granted in writing by the non-defaulting party for good cause. The non-defaulting party may seek all remedies available pursuant to the Agreement and under the law.

6. Costs and Fees. In the event of any litigation, arbitration or other dispute resolution process arising out of this Agreement, the parties agree that each will pay its own costs and fees.
7. Term. If this Project is abandoned for a period of 6 months, the Conditional Use Permit associated with this Development Agreement shall be voided.

BRONCO PIPELINE COMPANY (Developer)

By:

Brian Calloway  
BRIAN CALLOWAY, Attorney-in-Fact

The foregoing instrument was acknowledged before me this 13th day of June, 2014, by BRIAN CALLOWAY as Attorney-In-Fact of BRONCO PIPELINE COMPANY.

My commission expires:

Address:

01-15-2016  
3352 N. 4th St.  
Midland, TX 79705  
Sandra Stevens  
Notary Public

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

ATTEST:

Wenera Apodaca  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

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

APPROVED AS TO FORM  
COUNTY ATTORNEY

**EXHIBIT A**

**Legal Description:**

A part of the Southeast 1/4 of Section 19, Township 3 South, Range 64 West of the 6th Principal Meridian, Adams County, Colorado and being described as follows:

Beginning at the Southeast Corner of said Section 19 thence N 89°17'47" W along the South line of said Section 19 for 1370.77 feet;

Thence N 00°05'37" E for 1322.95 feet;

Thence S 89°21'25" E for 1369.64 feet to a point on the East line of said Section 19;

Thence S 00°02'43" W along said East line for 1324.41 feet to the Point of Beginning, containing 41.635 acres more or less.

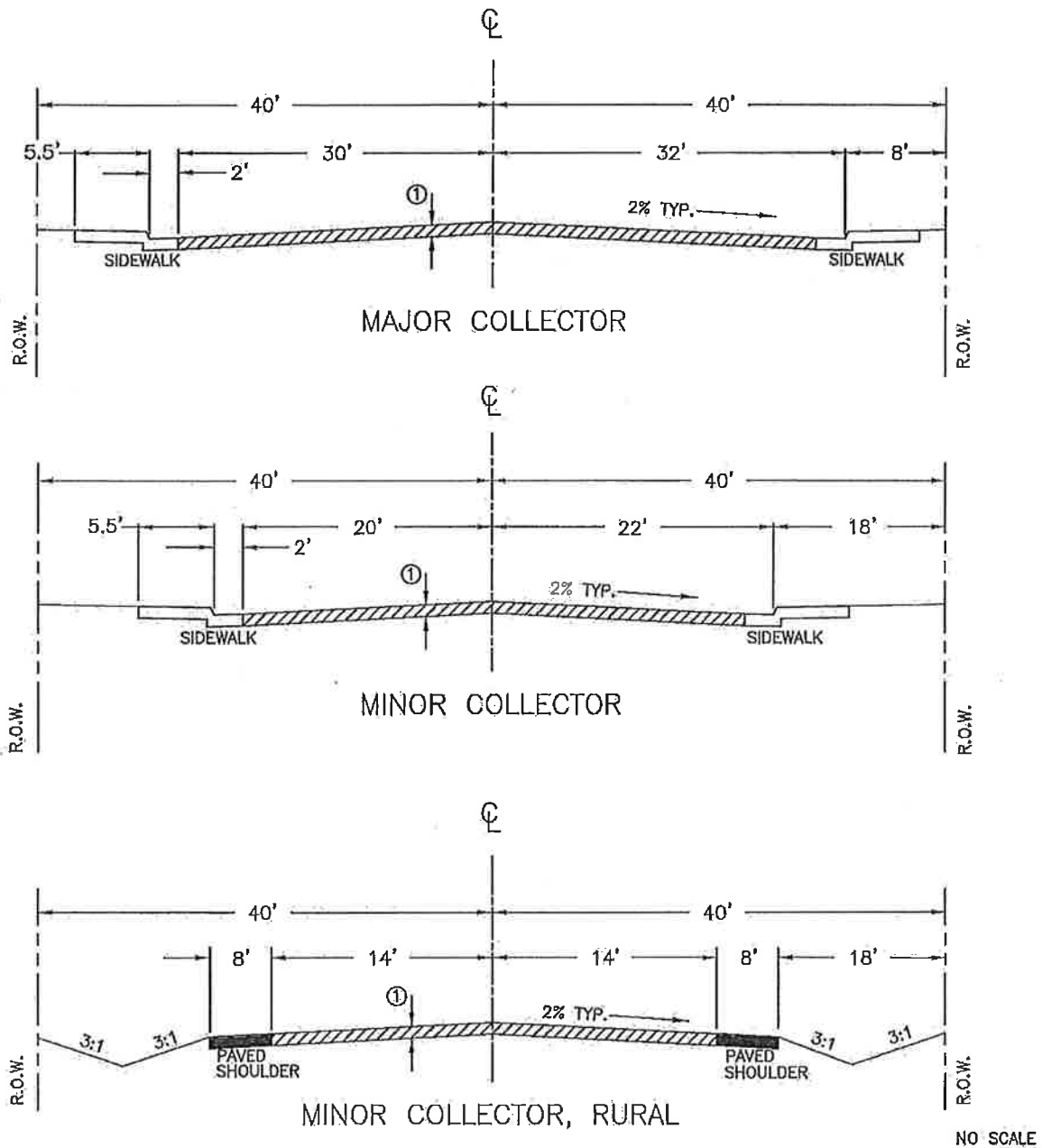
Except for the following parcels:

The Northerly 30 feet of the said Southeast 1/4 for the Adams County Road right-of-way along 40th Avenue,

The Easterly 30 feet of the said Southeast 1/4 for the Adams County Road right-of-way along Imboden Road as described in Book 2168 at Page 695 in the Adams County real property records.

And the south 40 feet of the said Southeast 1/4 for the Adams County Road right-of-way along 38th Avenue as dedicated as per the SCHROEDER FINAL PLAT CASE No. 106-97-PUD-P.

# Exhibit B: Adams County Minor Collector, Rural Standards



## NOTE:

- ① PAVEMENT THICKNESS SHALL BE PER REQUIREMENTS OF CHAPT. 7, ROADWAY STANDARDS AND TECHNICAL CRITERIA

ADAMS COUNTY  
PUBLIC WORKS DEPARTMENT  
/ENGINEERING

12200 N. PECOS ST.  
WESTMINSTER, CO 80234  
303-453-8787

## TYPICAL CROSS SECTIONS

REVISION DATE:  
12/01/04

FILE NAME:  
TYPXSECCOL.DWG

ADAMS COUNTY  
PUBLIC WORKS DEPARTMENT  
/CONSTRUCTION INSPECTION

4955 E. 74TH AVE.  
COMMERCE CITY, CO 80022  
303-287-5249