

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and DJ South Gathering, LLC, a subsidiary of ARB Midstream, LLC, 1600 Broadway, Ste. 2400, Denver, CO 80202, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

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

1. **Public Improvements.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** . The Developer shall furnish drawings and cost estimates for all improvements described in Exhibit "B" and Exhibit "C" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detained in Exhibit "B" and Exhibit "C".
4. **Time for Completion.** Public Improvements shall be completed according to the terms of this agreement within the construction completion date appearing in Exhibit "B" and Exhibit "C". The Director of Community and Economic Development may for good cause grant an extension of time for Public Improvements completion for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the Board of County Commissioners. Any extension of time, by the Director of Community and Economic Development or Board of County Commissioners shall be in written form only and shall not be unreasonably withheld, conditioned, or delayed.

5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$1,323,245.70, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Board of County Commissioners in accordance with Section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No Certificate of Occupancy shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. Construction of Public Improvements may be constructed concurrently with construction of building improvements. No Certificate of Occupancy will be issued for any building until preliminary acceptance of the Public Improvements is granted by Adams County.

6. **Acceptance and Maintenance of Public Improvements.** All Public Improvements shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one (1) year from and after the acceptance of Public Improvements, Developer shall at its own expense make all needed repairs or replacement specifically due to defective materials or workmanship. If within fifteen (15) business days of written notice to Developer from the County requesting such repairs or replacements, Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at Developer's expense. In the case of an emergency such written notice may be waived.

Upon completion of the Public Improvements, Developer shall submit a written request for Preliminary Acceptance of all Public Improvements. Upon inspection, the County will either issue a letter of Initial Acceptance of Public Improvements or issue a punch list of items that Developer shall complete before a letter of Initial Acceptance of Public Improvements will be issued. If a punch list is issued, Developer shall have sixty (60) calendar days to complete the punch list. If the items on the punch list are not completed within sixty (60) calendar days, the County reserves the right to issue a stop work order.

7. **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 as described in Exhibit "A" attached hereto.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

- **Improvements.** Public Improvements: See Exhibit B.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit “B”.

DJ South Gathering, LLC, a subsidiary of ARB Midstream, LLC

By: _____
Adam Bedard, Chief Executive Officer Title

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

My commission expires:_____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2019.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$1,323,245.7. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. No certificate of occupancy shall be issued until the improvements described in Exhibit ____ have been preliminary accepted by the Public Works Department.

ATTEST

BOARD OF COUNTY
COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

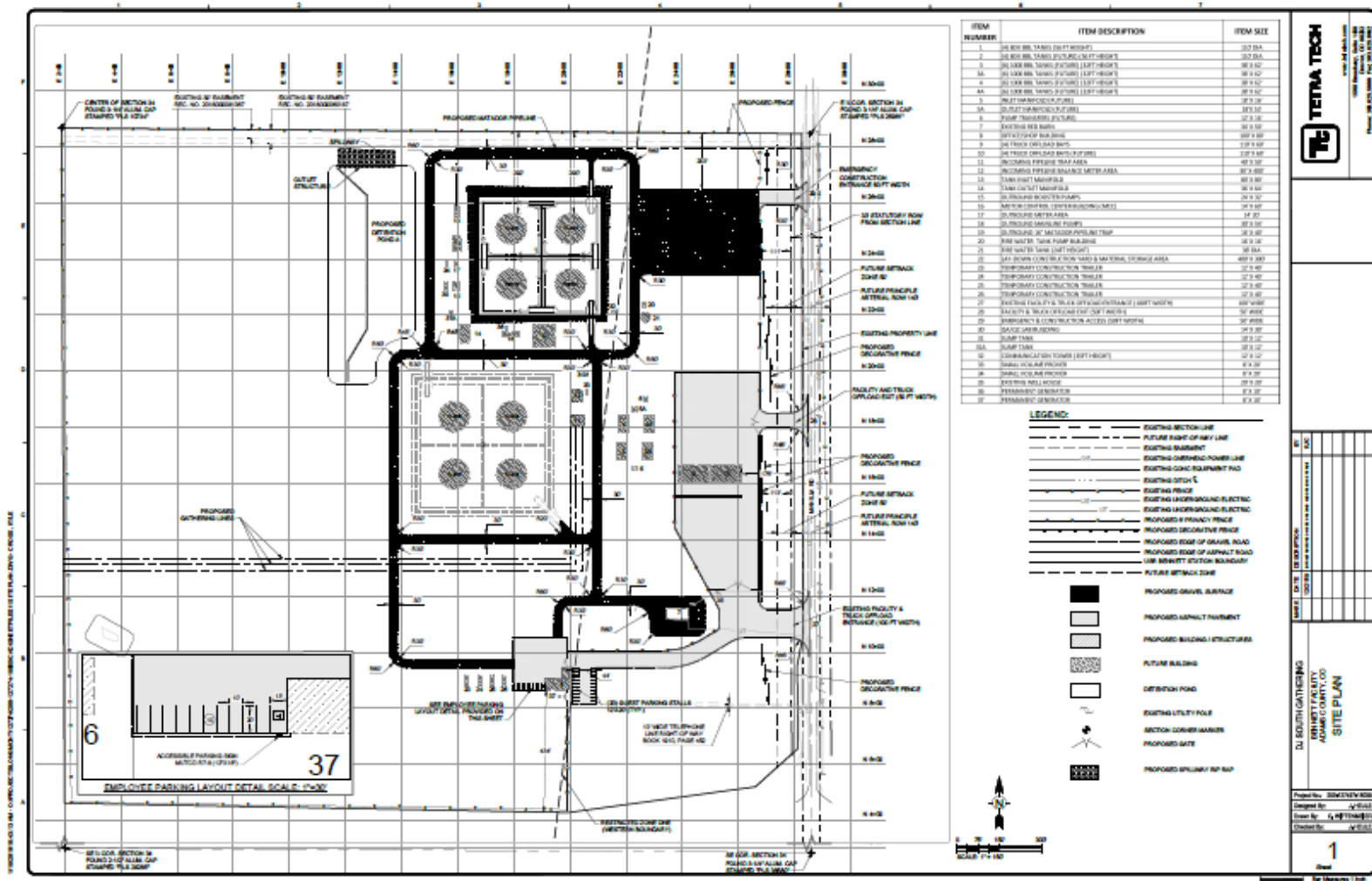
Chair

Approved as to form.

County Attorney

EXHIBIT A:
LEGAL DESCRIPTION AND SITE PLAN

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNER OF A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M.



ITEM NUMBER	ITEM DESCRIPTION	ITEM SIZE
1	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
2	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
3	1/2" X 3/4" BBL. TANGS (LEFT HAND)	99.4 EA
4	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	99.4 EA
AA	1/2" X 3/4" BBL. TANGS (LEFT HAND)	99.4 EA
14	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	99.4 EA
5	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
6	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
7	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
8	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
9	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
10	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
11	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
12	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
13	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
14	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
15	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
16	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
17	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
18	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
19	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
20	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
21	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
22	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
23	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
24	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
25	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
26	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
27	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
28	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
29	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
30	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
31	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
32	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
33	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
34	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
35	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
36	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
37	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
38	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
39	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
40	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
41	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
42	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
43	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
44	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
45	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
46	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
47	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
48	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
49	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
50	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
51	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
52	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
53	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
54	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
55	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
56	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
57	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
58	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
59	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
60	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
61	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
62	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
63	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
64	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
65	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
66	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
67	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
68	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
69	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
70	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
71	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
72	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
73	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
74	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
75	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
76	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
77	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
78	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
79	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
80	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
81	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
82	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
83	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
84	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
85	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
86	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
87	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
88	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
89	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
90	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
91	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
92	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
93	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
94	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
95	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
96	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
97	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
98	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA
99	1/2" X 3/4" BBL. TANGS (LEFT HAND)	102.0 EA
100	1/2" X 3/4" BBL. TANGS (RIGHT HAND)	102.0 EA

LEGEND:

- EXISTING SECTION LINE
- FUTURE RIGHT-OF-WAY LINE
- EXISTING EASEMENT
- EXISTING OVERHEAD POWER LINE
- EXISTING CONCRETE EQUIPMENT PAD
- EXISTING DETAIL
- EXISTING PRICED
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED PRICED
- PROPOSED DECORATIVE PRICED
- PROPOSED EDGE OF GRAVEL ROAD
- PROPOSED EDGE OF ASPHALT ROAD
- EXISTING UTILITY POLE
- SECTION CROWN MARKER
- PROPOSED GATE
- PROPOSED EASEMENT 10' WIDE
- PROPOSED GRAVEL SURFACE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED BUILDING / STRUCTURES
- FUTURE BUILDING
- DEFINITION POLE
- EXISTING UTILITY POLE
- SECTION CROWN MARKER
- PROPOSED GATE
- PROPOSED EASEMENT 10' WIDE

Scale: 1" = 40'

North Arrow

TERRA TECH

DL SOUTH GATHERS COMMUNITY CENTER IMPROVEMENT PROJECT
SITE PLAN

Project No: 2024/2025/2026
Drawn By: J. H. H. H. H.
Checked By: J. H. H. H. H.
Scale: 1" = 40'

1

EXHIBIT B:
DRAINAGE IMPROVEMENTS COST ESTIMATE

DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
GRADING				
Clearing and Grubbing	2.9	AC	\$6,000.00	\$17,400.00
Embankment Material (Complete in place)	1,800	CY	\$20.00	\$36,000.00
Topsoil	410	CY	\$5.00	\$2,050.00
			Grading Subtotal	\$55,450.00
STORM SEWER				
18 Inch Reinforced Concrete Pipe Class III (Complete in Place)	2,026	LF	\$100.00	\$202,600.00
21 Inch Reinforced Concrete Pipe Class III (Complete in Place)	39	LF	\$110.00	\$4,290.00
21 Inch Reinforced Concrete End Section	1	EA	\$500.00	\$500.00
Manhole (4' Diameter)	7	EA	\$6,000.00	\$42,000.00
Inlet Type R (5 Ft)	3	EA	\$6,500.00	\$19,500.00
Riprap (9 Inch)	10	CY	\$140.00	\$1,400.00
			Storm Sewer Subtotal	\$270,290.00
			Exhibit B Total	\$325,740.00
			20% Admin.	\$65,148.00
			Total w/ Admin.	\$390,888.00
			5% Inflation year 1	\$19,544.40
			Total Inflation	\$19,544.40
			EXHIBIT B TOTAL	\$410,432.40

Construction Completion Date: December 31, 2019. Initials or signature of Developer:

EXHIBIT C:
STREET IMPROVEMENTS COST ESTIMATE

DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
STREET IMPROVEMENTS				
Removal of Asphalt Mat (Full Depth)	250	SY	\$15.00	\$3,750.00
Removal of Asphalt Mat (Planing 2 Inch)	2,302	SY	\$5.00	\$11,510.00
Proof Rolling	1	LS	\$960.00	\$960.00
Aggregate Base Course (Class 6)	4,540	TON	\$45.00	\$204,300.00
Hot Mix Asphalt (Grading S) (75) (PG 64-22)	2,436	TON	\$90.00	\$219,240.00
Hot Mix Asphalt (Grading SX) (75) (PG 76-28)	956	TON	\$100.00	\$95,600.00
Concrete Sidewalk	2,045	SY	\$40.00	\$81,800.00
Concrete Curb Ramp	6	SY	\$1,200.00	\$7,200.00
Detectable Warnings	216	SF	\$40.00	\$8,640.00
Gutter Type 2 (6 Ft)	200	LF	\$60.00	\$12,000.00
Curb and Gutter Type 2 (Section IIB)	2,163	LF	\$35.00	\$75,705.00
Epoxy Pavement Marking	50	GAL	\$75.00	\$3,750.00
			Street Subtotal	\$724,455.00
			Exhibit C Total	\$724,455.00
			20% Admin.	\$144,891.00
			Total w/ Admin.	\$869,346.00
			5% Inflation year 1	\$43,467.30
			Total Inflation	\$43,467.30
			EXHIBIT C TOTAL	\$912,813.30
			GRAND TOTAL	\$1,323,245.70

Construction Completion Date: December 31, 2019. Initials or signature of Developer: