Summit Midstream 19 Loop 12"Pipeline

CEIVEI

GARFIELD CO

# GARFIELD COUNTY GRADING PERMIT APPLICATION

108 8<sup>th</sup> Street, Suite 401, Glenwood Springs, Co 81601 Phone: 970-945-8212 / Fax: 970-384-3470 / Inspection Line: 888-868-5306 www.garfield-county.com

				V11/11	1 161 - 118
1	Parcel No: (this information is available at the ass 2401-311-00-192 & 2401-291-00-191	The state of the s		- Will	HUNITY DEVELOPMENT
2	Job Address: (if an address has not been assigned	d, please provide Cr. Hwy or Street N	ame & City) or a	and legal description	LUPMENT.
	Section 19 & 30, Township 7 South,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		N/
3	Lot No: Blo	ock No:		Subd./ Exemption:	
4	Owner: (property owner) Shideler Land & Cattle Shidelerosa	Mailing Address 4128 CORD 315 Silt CO 81 1411 CORD 316 Silt CO		Ph: (970) 876-0480 (970) 876-2276	Alt Ph;
5	Contractor: Grand River Gathering, LLC	Mailing Address 2128 Railro Ste 106/ Rifle CO 81650	oad Ave.	Ph: Permitting (970)440-1006	Alt Ph: Tracey Jensen (970) 987-4538
6				Ph:	Alt Ph:
7	Sq. Ft. of Grading: 253,770	7 914	Cu. Yd. of G	rading:	
8	Describe Work: Grading of ROW for instal	llation & burial of 12" natural g	as pipeline. P	roposed pipeline across fee i	s approx. 4614' in length
		nt easement will be 30', temp ea			
	contours as possible.				
9	ALL UTILIT	TIES MUST BE LOCA	TED PRI	OR TO ANY GRADI	ING
Legal Ac Other Pe	y. This application for a Grading Permit must be signed by letter of authority, signed by the Owner, must be providences. A Grading Permit cannot be issued without proof of termits. Multiple separate permits may be required: (1) Sta County Highway/ Road Access or a State Wastewmit. A Permit becomes null and void if the work authorized ays after commencement.	led with this Application. legal and adequate access to the propert te Electrical Permit, (2) County ISDS Po- ater Discharge Permit. zed is not commenced within 180 days of	y for purposes of ermit, (3) another of the date of issua	inspections by the Building Departn permit required for use on the prope	nent. rty identified above, e.g. State or
I hereby c	certify that I have read this Application and that the inform	CERTIFICATION contained above is true and correct		at the Building Department accents t	the Application, along with the plans
and speci	fications and other data submitted by me or on my behalf ( g completeness of the submittals and approval of this Appl	submittals), based upon my certification	as to accuracy.		8.8 8 85 2
	s reviewed by the Building Department. eration of the issuance of the g Permit, I agree that I and m	y agents will comply with provisions of	any federal, state	or local law regulating the work and	I the Garfield County Building Code,
ISDS regi	ulations and applicable land use regulations (County Regules structure(s) and facility(ies), described above, are not in c	lation(s)). I acknowledge that the Permi	t may be suspend	ed or revoked, upon notice from the	
I hereby g	grant permission to the Building Department to enter the pr	roperty, described above, to inspect the	work. I further ac	knowledge that the issuance of the P	
	rom: (1) requiring the correction of errors in the submittals egulation(s) or any other applicable law.	s, if any, discovered after issuance; or (2)	stopping constru	ction or use of the structure(s) or fac	cility(ies) if such is in violation of
	of this Application, including submittals, and inspections of the owner, I acknowledge that responsibility f				
limitation	iny architect designer, engineer and/ or builder. BY ACKNOWLEDGE THAT I HAVE READ AND UND	.5		E 51	authorized agents, including infinem
I HEREE	1 1 6 11	ERSTAND THE NOTICE & CERTIF	ICATION ABO	VE:	
	Abusu	031	27//-	3	
OWN	ERS SIGNATURE	DATE	1/10		
		STAFF USE C	ONLY		

Special Conditions:	
Fees Paid & Date: CR 751 Permit 1	Fee: Balance Due:
Grading Permit: 3-2797	Issue Date: MUU 7, 9013
Building & Planning Dept:	5/6/13
APPROVAL	DAPÉ



744 HORIZON COURT SUITE 110 GRAND JUNCTION, CO 81506

(970) 241-4722 (970) 241-8841 (Fax) info@rccwest.com

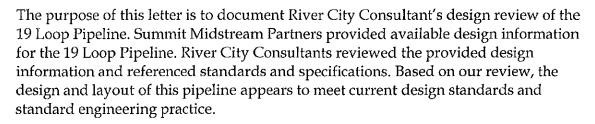
To:

Andy Schwaller, Garfield County

From: Marc Kenney, P.E. Date: April 26, 2013

RE:

Design Review

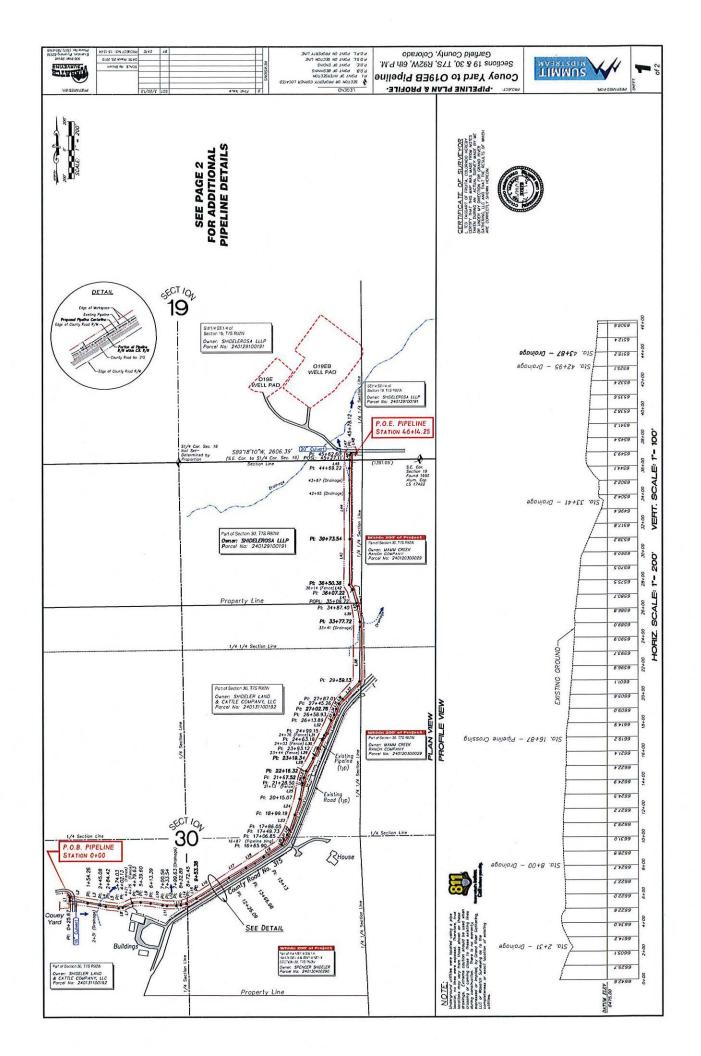


A good quality assurance and quality control (QA/QC) program with associated testing and documentation is recommend during construction to ensure the final as-built product meets design expectations/needs. This program should include compaction testing of backfill in critical areas (e.g. open cut road crossings and drainage crossings). The pipeline testing requirements provided by Summit Midstream may be modified during/after construction depending on the pipeline classification desired for the finished product. All of the QA/QC testing should be clearly documented in writing so the classification of the final product is obvious and known to future users of the line.

Attached to this letter is the following backup information that was provided by others:

- 19 Loop Plan & Profile Sheets dated 03/20/13 by Wasatch Surveying;
- 19 Loop Valve Yard Sheets dated 03/27/13 by BIS TEPSCO;
- Couey Valve Yard Sheets dated 03/14/13 by BIS TEPSCO;
- MAOP (maximum allowable operating pressure) Determination Worksheet dated 04/01/13 by Summit Midstream Partners (formerly Energy Transfer); and
- Pipeline Wall Thickness and Pressure Testing Spreadsheet by Summit Midstream Partners (formerly part of Encana Oil & Gas (USA) Inc.;

Attachments mjk/



RIGH	T-OF-WAY LENGTHS		
PROPERTY OWNER	SECTION	FEET	TOTAL
Shideler Land & Cattle Co. LLC	Sec. 30, T7S R92W	3509.72	3509.72
Shidelerosa LLC	Secs. 19 & 30, T7S R92W	1104.53	1104.53
		Total	4614.25

		RIGHT-OF-W	AY LIMITS BOX							
	Reference Points									
FROM	то	Temporary Work Space Left	Permanent Right-of-Way Left	Permanent Right-of-Way Right	Temporary Work Space Right	Total				
P.O.B.	STA: 8+72	20'	15'	15'	5'	55'				
STA: 8+72	STA: 16+66	VARIES	15'	15'	VARIES	55'				
STA: 16+66	STA: 29+59	25'	15'	15'	0'	55'				
STA: 29+59	STA: 33+78	25'	20'	10"	0'	55'				
STA: 33+78	P.O.E.	25'	15'	15'	0,	55'				

### JOTE:

Integround titlities were located using a pietoniage of the piece of the piece of the piece of the locations may vary from those shown on these locations may vary from those shown on these of the piece of the piece of the piece of the piece of the crossing or coming close to these existing lines during construction. There is no worronty, and the piece of the piece of the piece of the piece of the completeness or exact location of satisfies



### PIPE BEND TABLE

ANGLE POINT	STATION	PIPE BEND				
BEGIN PIPE	00+00					
P.I.	00+26	82.2° LT				
P.I.	01+54	2.2° RT				
P.I.	02+45	3.7° RT				
P.I.	02+84	6.7° LT				
P.I.	03+74	15.5° LT				
P.I.	04+02	15° LT				
P.I.	04+80	19.6° RT				
P.I.	05+40	9.4° RT				
P.I.	06+13	3.8° RT				
P.I.	07+01	2.2° LT				
P.I.	07+34	6.2° LT				
P.I.	08+00	9° LT				
P.I.	08+33	7° LT				
P.I.	08+72	10.9° LT				
P.I.	09+53	5.2° LT				
P.I.	12+26	1.4° RT				
P.I.	13+67	1.5° LT				
P.I.	15+13	0.9° LT				
P.I.	16+66	37° LT				
P.I.	17+07	14.1" RT				
P.I.	17+50	7° LT				
P.I.	17+86	7.4° LT				
P.I.	18+99	2.6° LT				
P.I.	20+15	7.4° LT				
P.I.	21+28	2.8° RT				
P.I.	21+68	6.3° RT				
P.I.	22+16	9.7° RT				
P.I.	23+19	2.9° LT				
P.I.	23+93	2.1° RT				
P.I.	24+63	1.2° LT				
P.I.	24+99	1.7° LT				
P.I.	26+14	2.4° RT				
P.I.	26+59	7.5° LT				
P.I.	27+02	7.9° RT				
P.I.	27+45	12.4° RT				
P.I.	27+87	4.1° RT				
P.I.	29+59	44.2° LT				
P.I.	33+78	9.5° LT				
P.I.	34+87	7.1° LT				
P.I.	36+07	17.3° LT				
P.I.	36+50	34.3° RT				
P.I.	39+74	1.1° LT				
P.I.	44+69	3° RT				
P.I.	45+63	31.5° RT				
P.I.	45+78	49.5° RT				
P.O.E.	46+14	75.5 111				

2323	OUDCOROU	
LINE	DIRECTION	LENGTH
L1	S0079'57"E	25.6
L2	S82'31'57"E	128.5
L3	S80'19'14"E	90.8
L4	S76"38"17"E	39.3
L5	S83°23'08"E	89.6
L6	N81*09'12"E	28.1
L7	N66'07'07"E	77.5
L8	N85'43'48"E	59.9
L9	S84"52"24"E	73.7
L10	S81 '04' 22" E	87.1
L11	S8377'38"E	32.9
L12	S89'30'56"E	66.0
L13	N81"28"15"E	33.2
L14	N74"26"14"E	39.5
L15	N63'30'44"E	80.9
L16	N5878'50"E	272.7
L17	N59'41'00"E	140.8
L18	N5870'58"E	146.0
L19	N5777'43"E	152.9
L20	N2017'31"E	40.9
L21	N34"20"35"E	42.8
L22	N27*22'29"E	36.3
L23	N19'57'10"E	113.1
L24	N17'23'58"E	115.8
L25		113.4
L26	N10'02'03"E N12'51'44"E	39.0
L27		48.6
L28	N19"10'38"E	103.0
L29	N28"54"53"E	
	N26'01'12"E	73.7
L30	N28'04'53"E	70.0
L31	N26"54"07"E	35.9
L32	N25"11'30"E	114.7
L33	N27'37'54"E	45.0
L34	N2010'23"E	42.7
L35	N28'01'56"E	43.5
L36	N40°24'03"E	41.7
L37	N44"32"40"E	172.
L38	N0077'55"E	418.6
L39	N09'12'56"W	109.6
L40	N1676'14"W	22.3
L41	N1676'14"W	97.5
L42	N33*35'37"W	43.1
L43	N00*41'59"E	323.1
L44	N00°23'54"W	495.6
L45	N02'34'07"E	57.8
L46	N02'34'07"E	35.5
L47	N34°02'42"E	15.5
L48	N83'31'03"E	36.

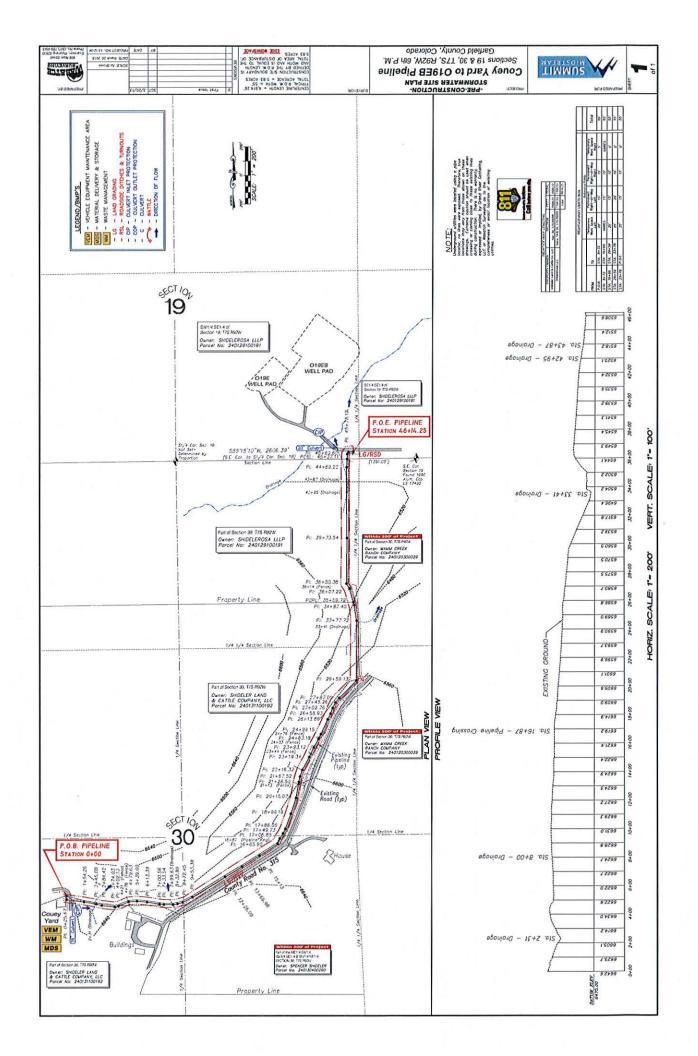
-	_	
PREPARED BY.	THE PARTY	906 Mee Street Evanston, Myomen \$2930
		5

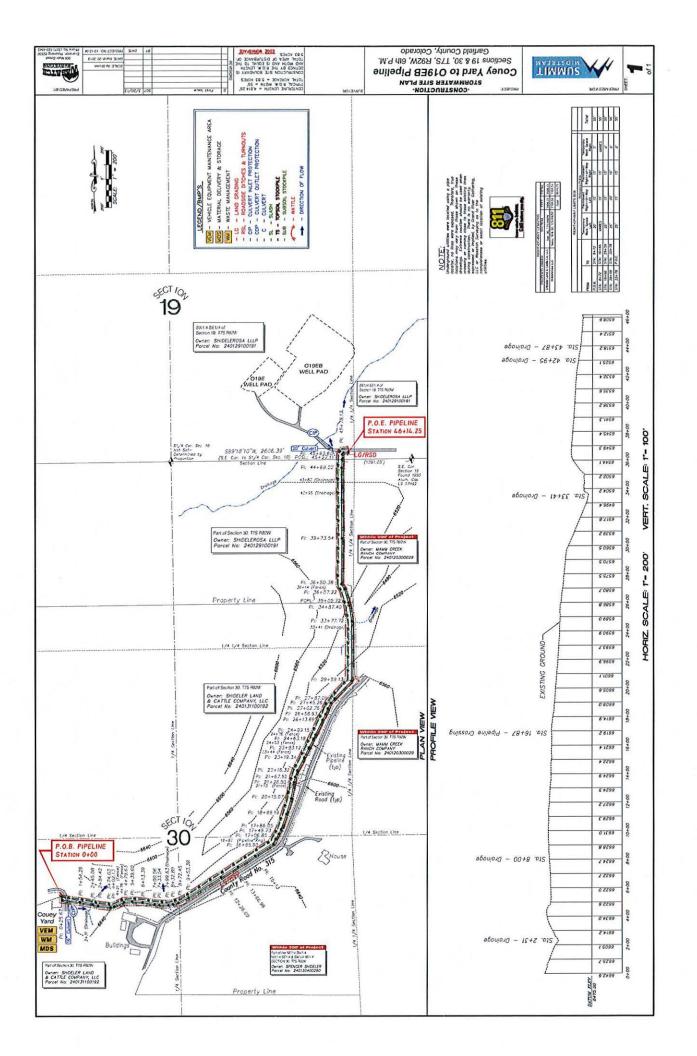
557 3/20/3 50/4E A Bean 50/4E A Bean
7: 108

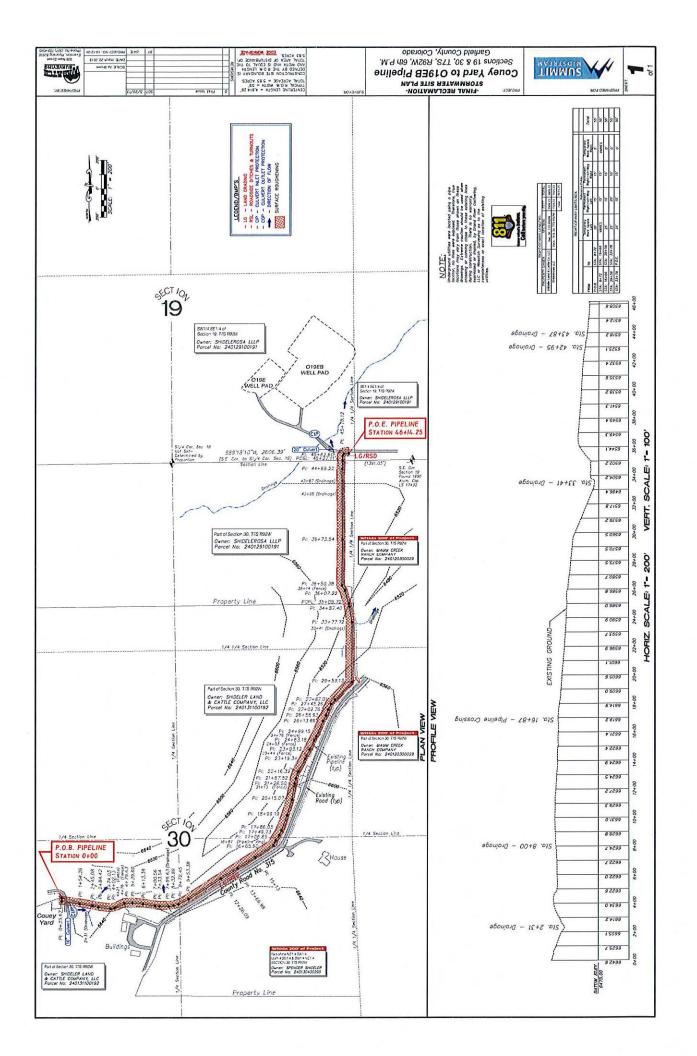
♦ XCODN ON PROPERTY CORNER LOC.
P.L. PONT OF INTERCEDIA
POR PONT OF ECHNING
P.C.E. PONT OF XCODN LINE
P.C.E. PONT OF XCODN LINE
P.C.E. PONT OF XCODN LINE

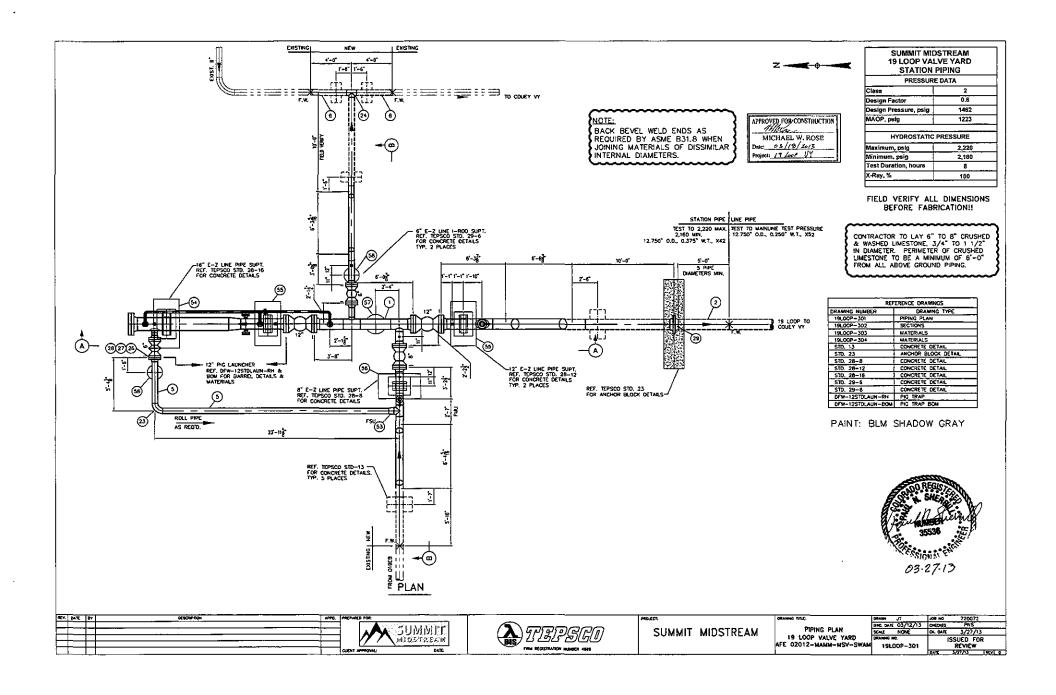
Couey Yard to O19EB Pipeline to room Sections 19 & 30, 175, R92W, 6th P.M. Sections 19 & 30, 175, R92W, 6th

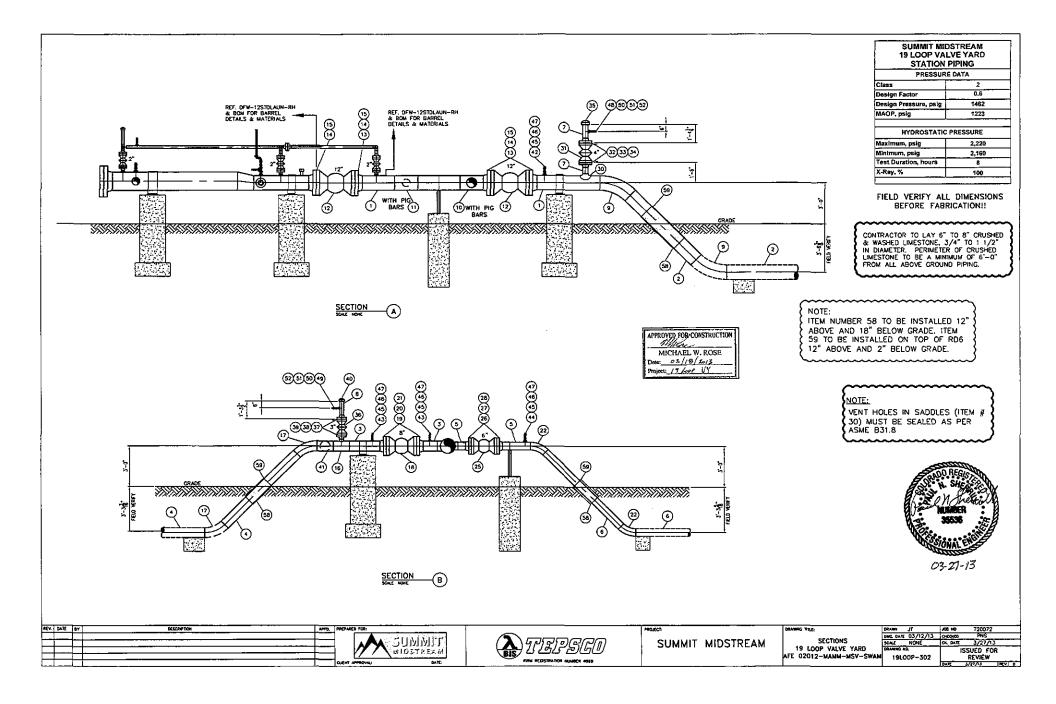


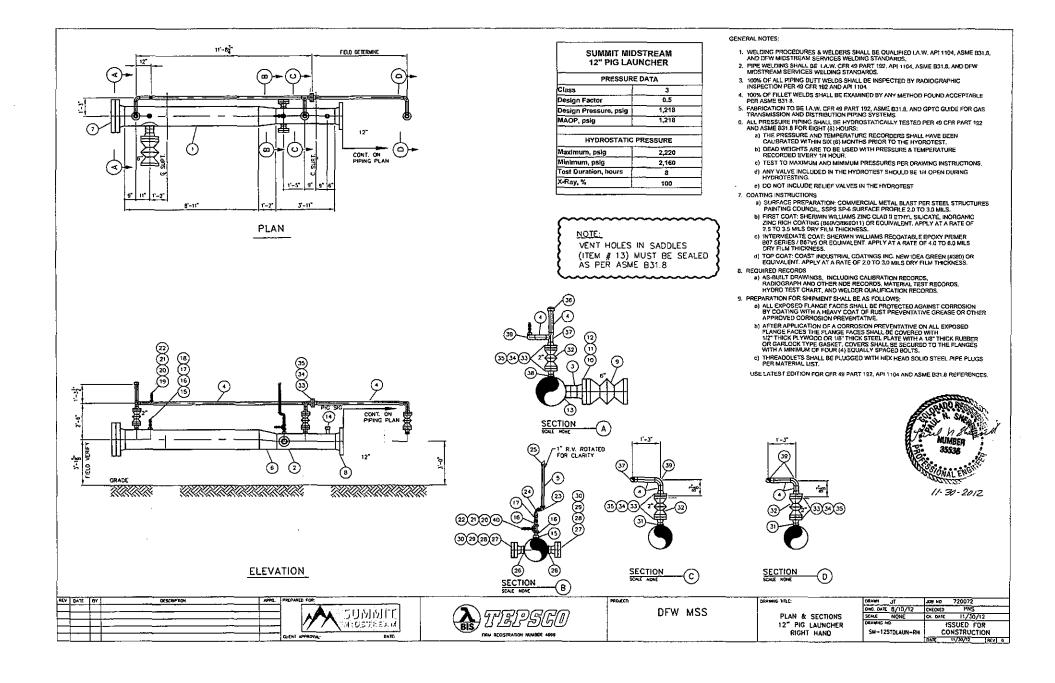


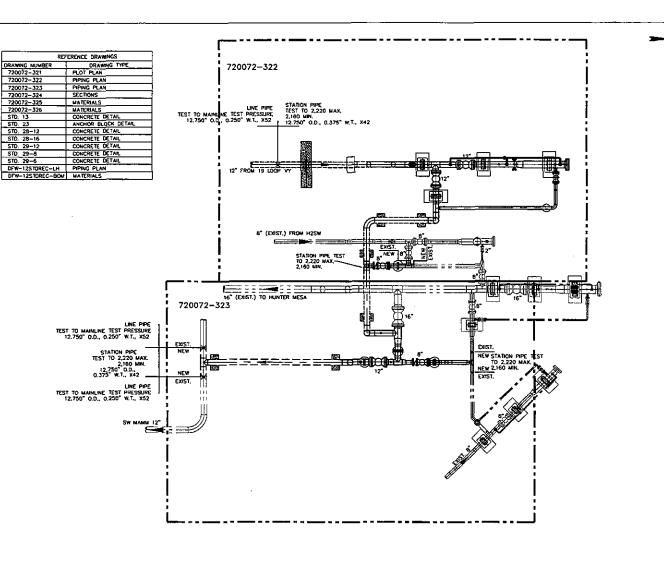


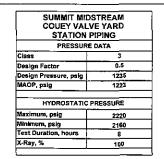












FIELD VERIFY ALL DIMENSIONS BEFORE FABRICATION!!

NOTE:

BACK BEVEL WELD ENDS AS REQUIRED BY ASME B31.8 WHEN JOINING MATERIALS OF DISSIMILAR INTERNAL DIAMETERS.

CONTRACTOR TO LAY 6" TO 8" CRUSHED & WASHED LIMESTONE, 3/4" TO 1 1/2" IN DIAMETER, PERIMETER OF CRUSHED LIMESTONE TO 8E A MINIMUM OF 6'-0" FROM ALL ABOVE GROUND PIPING.

PAINT: BLM SHALE GREEN

APPROVED FOR CONSTRUCTION

APPROVED FOR CONSTRUCTION

MICHAEL W. ROSE

Date: 01/08/10/3

Project: Long VY Rest



03-14.2013

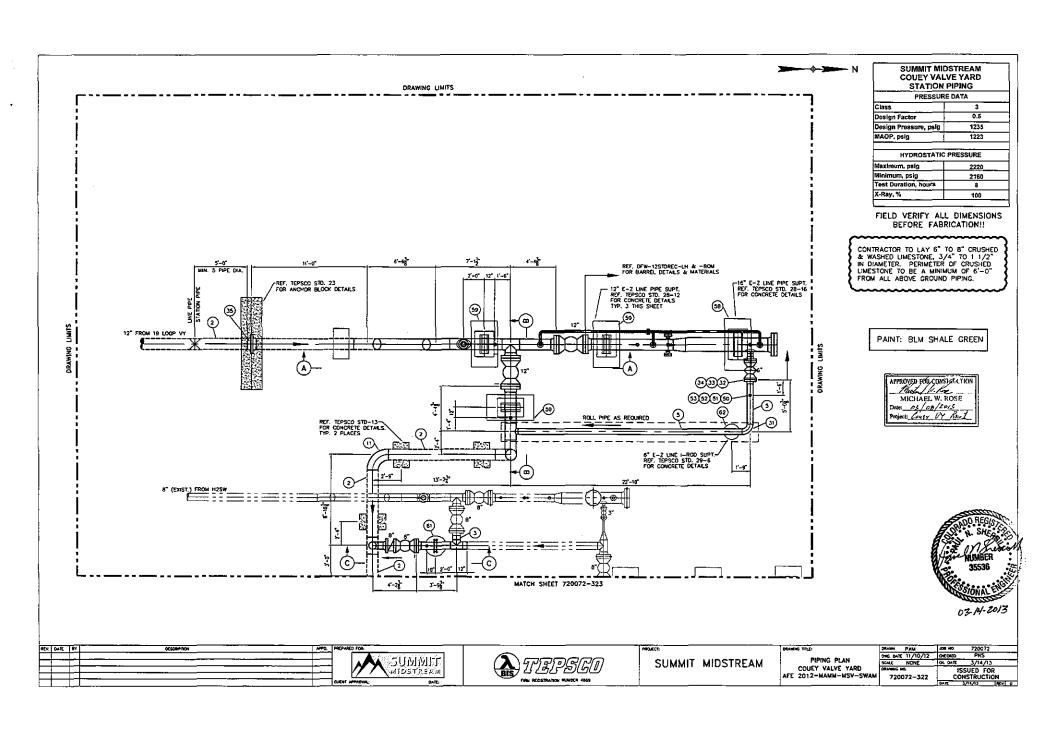
RE	v.]	DATE	8.	DESCRIPTION	APPO.	PEPAR	ED FOR	
						]	<b>■</b> 54	CONTACTOR
Е			Ε_			4		י דוואוואורו בי
$\vdash$	-		1			1		MIDSTREAM
⊢	-1		-			CUENT .	APPROVAL:	OATE:

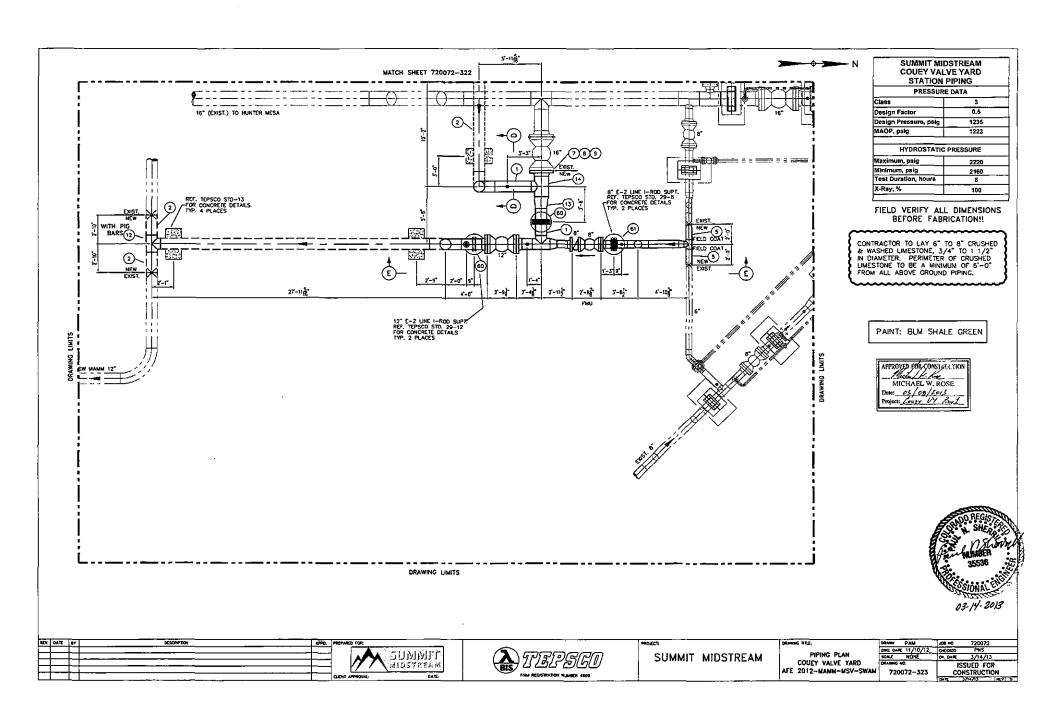


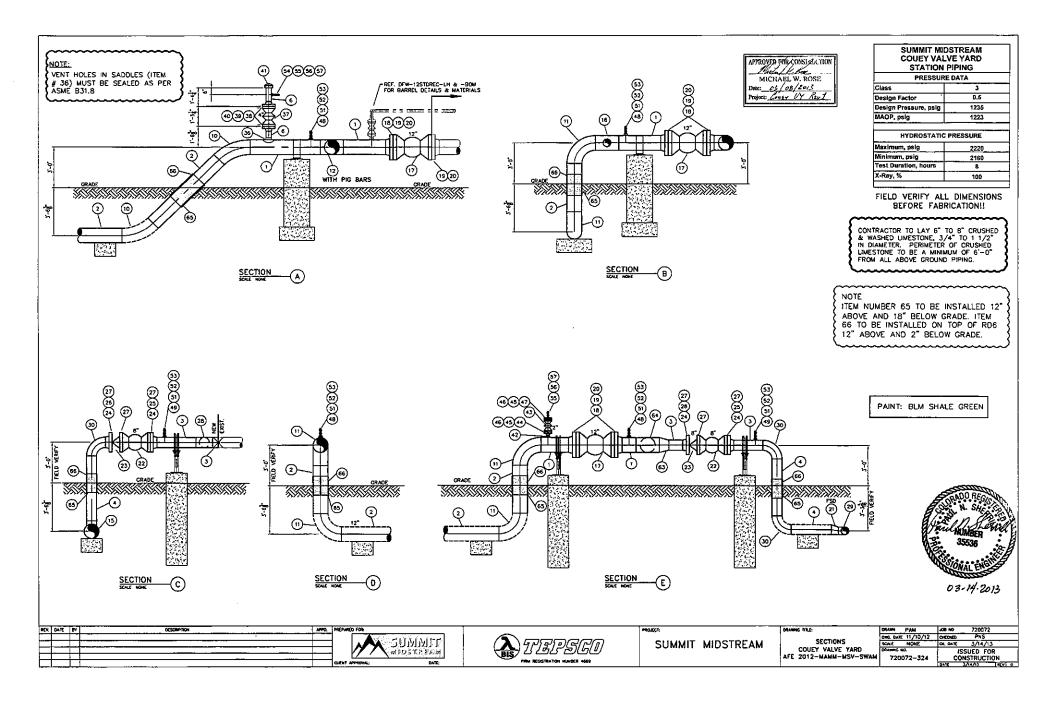
SUMMIT MIDSTREAM

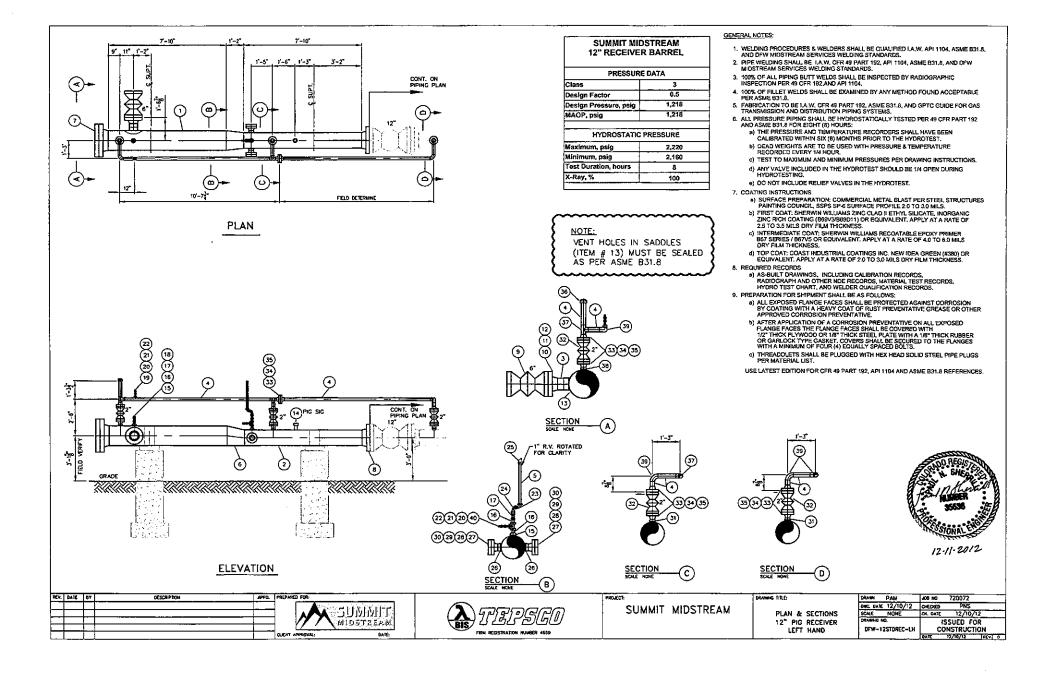
DEADONG THEE	
PLOT PLAN & SHEET INDE	ĸ
COUEY VALVE YARD	
AFE 2012-MAMM-MSV-SWA	M

MAY PAM	JOS NO 720072					
ING. DATE 2/24/2013	CHECKED PNS					
ICALE NONE	CK. DARE 3/14/13					
MANNE HO.	ISSUED FOR					
720072-321	CONSTRUCTION					
	OATS 3/14/13 RCV 0					









ENERGY	* FRANSFER				PIPELIN	NE MAC	P DETE	RMINAT	TON SI	HEET						
	Proje	ct Name:	SW Mamr	n <u>12"</u>										I-MSV-S		
			SW Mamr					Pipeline Line #Pipeline System #								
1			I27W to P					-	Pip	eline Sy	stem#					
	Owning C	company:						_	Opera	ating Cor	npany:					
			New Cons	truction (6	19a)			<b>-</b>		ine Înstal						•
																·
							Pipe D	ata T			000/	1000/	I		Test	
Fro	ım	. 7	ō	Length (ft)	Class Location	O.D. (in)	W.T. (in)	Grade	Design Temp.	Joint Efficiency	90% SMYS	100% SMYS	Design Pressure	Test Pressure	Duration (Hour)	MAOP (calculated)
0+0				Cerigar (it)	1	12,75	0.25	52000	100	ERW	1,835	2,039	1.468	1739	8	1468
											.,					
							_									
												<u> </u>	<u> </u>		<b></b>	
						_		<del>                                     </del>					<u> </u>			<u> </u>
									-							
					<del></del>	<u></u>		Data		L		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<del></del>			<del></del> .			ANSI	Componer Material	Design	Design		Test	Test	Test	i		
Compone	ent Type		Loca	tion	n Rating Spec			Temp.	~ 1 ~ 1				Test Loca	tion		
Valves																
Flanges			A			600 lb.		100	1480				<u> </u>			
Flanges			A	<u> </u>		600 lb.		100	1480				<b>_</b>			
Pressure ves	sel					<del>  </del>		<del> </del>				<del></del>	<del> </del>	<del>                                     </del>		
FittingsOther						<del>                                     </del>		<del>                                     </del>				ļ		-		<del> </del>
Remarks:		l	-						!			<u>.                                    </u>	<u> </u>			
segment shall be the lesser of: The design pressure of the weakest element in the segment or the piping test pressure divided by the appropriate factor below.			which the segment was subjected during the 5 years preceding July 1, 1970 (max pressure 72%			pressure at allowable o	Uprating 192.555 Before increasing the opera pressure above the previously established ma allowable operating pressure the requirements 49 Part 192 Subpart K shall be met.			naximum Confirmation or revision of maximum				imum		
Class Location	Construction	service	Design											<b>,</b>		
1	1.1	1.25	80% of Yeild	Max	vimum	Allowah	le Opera	ating Pr	Accura			Proces	ro rolief	may not		
2	1.25	1.25	Pressure							<u>146</u>	<u>86</u>			may not of MAOP	4	529
3	1.4	1.5	divided by the approperate	<u> </u>			weakest	iiik oi uie				II				<u>523</u>
4 *	1.5	1.5	factor		ng Factor				Calculated MAOP: 1468			or 75% of SMYS				
* If installed be	efore Novemb	er 11, 1970, u	se 1.4 for New	Construction is	n class 4 loc	ation										
Compl	leted by:	Cameror	Bingham	<u> </u>					Date:			April 1	I, 2013	_		
MAOI	Determination.xls	s					Page 1	of 1						<del>,</del>		



# Instructions of Use and Maintenance of Pipeline Wall Thickness and Pressure Testing Spreadsheet

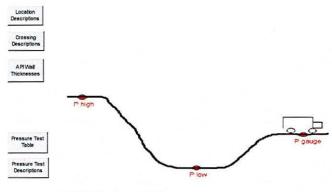
1)	Below is the following Key to what paramaters are inputs:				
	Combo Box	is	INPUT		
	Green Cell	is	SELECT INPUT		
	Check Box	is	INPUT		
	All other cells are No as its calculations w	market A market	Oo not change these cells or the integrity in vocamised.	which the workbook runs	
2)			(to Shane.Myers@encana.com) on the user inte ough and easy to use is tough, feedback is a ne		
3)	The blue cells are INF	PUT if it is ne	eded		
		is	MANUAL INPUT		
4)			s to calculate the Maximum Allowable Operating the pressure testing method is allowable and und	[18] - 18 - 19] 20 - 1 및 20 - 18 - 18 - 18 및 18 - 18 - 18 - 18 18 및 18 - 18 18 및 18 - 18 18 및 18 - 18 18 18 1	

	Area:	
	Field:	
Pipeline N	Name/Number:	

Input Type:
Drop Down
Manual
Solution (don't change)

# STEEL CALCULATIONS

Type of Pipe	Steel
O.D. of Pipe	12.750"
Design Factor, F	Location Class 1, Division 2
Crossings	Pipelines, mains, and service lines
Desired Wall Thickness (in)	0.25
Pipe Grade	X52
Joint Factor	API 5L: Electric Resistance Welded
Temperature (°F)	250 or less
Minimum Yield Stress (psi)	52000
Burst Pressure (psig)	2039
Maximum Allowable Operating Pressure (psig)	1468
Desired Maximum Operating Pressure (psig)	1468
Hoop Stress (psi)	37434
% SMYS	71.99
Test Required	Pressure Test
Maximum Pipeline Elevation (ft)	7360
Minimum Pipeline Elevation (ft)	6800
Gauge/Fill Point Elevation (ft)	7000
High to Low Height Change (ft)	560
High to Gauge Height Change (ft)	360



HYDRO PRESSURE TEST		
P gauge	1771	
P high	1615	
Plow	1857	

NOTE: If Safety reads, 'NOT SAFE' the Maximum exceeds SMYS!

Design Factor: Location Class 1, Division 2

Available Test Type; Pressure Test

Hydro Pressure Test		
	130	We and the
Vest Pressure at GargerFill Point	1771	para
Tent Pressure at Highest Point	1915	poig
Test Pressure at Lowest Petry	1857	perg
SANS CONTRACTOR OF SANS	2019	pag
Safety	SAFE	

Nitrogen Pressure Test		
Pressure Factor	110	
Desired Test Pressure	1615	psig
Maximum Test Pressure	1615	psig
SMYS	2039	psig
Safety	SAFE	100 CO 100 CO 100 CO

# Pipeline Grading Permit Checklist

Project name/operater: 5 HDRUAR ( MADE CHOTER) /CH. 2 (2)/ Dec
Project name/operater: SHIDRUAL CHAPICATOR JOHNIT.  Project general location: SHIDR CRAPIA  MARKET  MA
Project acreage: 5-83
Project length and pipe size: 1 × 4614
Bond Amount (must equal acreage x \$2500): $5.83+2500 = $14,575$
Weed management plan approved by Veg. Management: 5247 4-16
Property owners including federal lands with easements:
SHIDRIPHOON CUP
Engineered sealed plans:
Plan set to county engineer consultant for review: $46$
State storm water permit:
Any county road cut permits needed: $\sqrt[l]{\circ}$
Any land use permits needed based on size or flood plain: $\chi_{\mathcal{S}}$
Any Corp of Eng. wetland issues: $\mathcal{N}_{\mathcal{O}}$
Original Bond and map to Treasurer's office:
Copy of bond in file:
Map to GIS:
Other: SRR A-26 LIM
Map to GIS:  Other:  Pending items/date: First Ou Pizure Tusion 4-15-20/3  Randow From S. Androy 4-15  Rec 4-25
12 1 10 PEC 4-25

# **David Bartholomew**

From:

Andy Schwaller

Fred Jarman

Sent:

Thursday, April 25, 2013 3:11 PM

To:

David Bartholomew

Cc: Subject:

FW: Sealed Plans-Pipeline Construction-Grading Permits

David,

I sent this to Tracey with Summit on Tuesday. We are requiring them to have engineered seals on both the erosion control plan and the design and burial of the pipeline. They are using an in-house engineer to design the pipeline install. Unfortunately, he does not have Colorado P.E. license. Hopefully the e-mail will explain what we need and what they need to do. I have been working with them on this for several weeks. I have not heard back and hopefully it will just get done correctly while I am gone.

Andy

From: Andy Schwaller

Sent: Tuesday, April 23, 2013 4:42 PM

**To:** 'Tracey Jensen' **Cc:** 'Marc Kenney'

**Subject:** Sealed Plans-Pipeline Construction

Tracey,

I discussed the above with Marc Kenney and I believe we may have a short term solution. Ultimately, the goal of the county and also the State Board of Licensure for Architects, Professional Engineers and Professional Surveyors is for Summit to contract out the engineering or do their own engineering in house with a Colorado licensed engineer. Professionals licensed in other states must obtain registration in Colorado in order to practice here. I believe Jake is in that process. As per state law, I am required to verify all engineering plans, unless specially exempt, are sealed. I also have an obligation to report anyone practicing engineering without the proper license.

Overstamping is not an appropriate way to deal with plans designed by a non Colorado engineer. By sealing the plans, the engineer is taking responsible charge for them and in affect stating that the documents were prepared by him or her responsible control. Marc and I discussed a memo just to verify the design appears to meet the industry standards and general engineering practices. This does not cure the problem completely but gives the county some assurance the basic design is correct. It also buys some time for Summit to determine its in-house or contracting needs.

Please refer to the state website <u>www.dora.state.co.us/Statute-PE.pdf</u>. Also Colorado Revised Statue 12-25-117 for more information. Call with any questions.

Thanks,

Andy Schwaller Building Official Garfield County

# **Andy Schwaller**

From:

Andy Schwaller

Sent:

Tuesday, April 23, 2013 11:12 AM

To:

'Marc Kenney'

Subject:

RE: Erosion Control Plan Notes

Looks like good engineering to me. The code listed would be a minimum. We have seen other pipeline companies have more stringent requirements such as 48 in. of cover. Maybe their experience is to ask for 48 inches and they end up with 36 inches in the thin areas. Minimum code or better works for us.

Soils compaction is hard to qualify. Compaction directly around the pipe bedding and shading should be very tight. Depending on the surface load, farm field or paved road, the top 2 or 3 feet could vary widely.

A single pipeline corridor could cover a wild range of geotechnical, end use, wetlands, river crossing and more. Specific engineering review of job specific requirements would need to be noted. The county could always ask for more detail but evidence (sealed) this was reviewed and designed by an engineer would be good.

Just my own observation; but, I think the spider web of a variety of pipelines installed over many years will cause more environmental problems than anything else in the oil and gas field arena. It sure is a lot of surface area.

Thanks for your help,

Andy

From: Marc Kenney [mailto:mkenney@rccwest.com]

**Sent:** Tuesday, April 23, 2013 9:17 AM

To: Andy Schwaller

Subject: RE: Erosion Control Plan Notes

Andy,

Summit has request we review the design of the pipeline, with the intent of meeting the County's requirements for an engineered design. Would the attached pipeline design sheet meet the County's design requirements if stamped by a Colorado PE? If not please let me know specifically what the County is requiring. Thank you very much for your help.

Marc

From: Andy Schwaller [mailto:aschwaller@garfield-county.com]

Sent: Monday, April 08, 2013 2:16 PM

To: Marc Kenney; 'Jake Latham'; 'Cameron Bingham'

Subject: RE: Erosion Control Plan Notes

That about sums up the County's position.

Andy

From: Marc Kenney [mailto:mkenney@rccwest.com]

**Sent:** Monday, April 08, 2013 1:58 PM **To:** 'Jake Latham'; 'Cameron Bingham'

Cc: Andy Schwaller

Subject: Erosion Control Plan Notes



April 25, 2013

Andy Schwaller
Garfield County Community Development Department

RE: Grading Permit GRAD-2797

Dear Andy,

The Integrated Vegetation and Noxious Weed Management Plan for this project is acceptable. The surface area to be reseeded has been quantified as 253,770 square feet or 5.82 acres. Community Development has requested a revegetation security of \$14,550.

The security shall be held by Garfield County until vegetation has been successfully reestablished according to the Reclamation Standards section in the Garfield County Weed Management Plan. The Reclamation Standards at the date of permit issuance are cited in Sections 4.06, 4.07 and 4.08 of the Garfield County Weed Management Plan (Resolution #2002-94).

Please let me know if you have any questions.

Sincerely,

Steve Anthony

Garfield County Vegetation Manager

Jake,

I talked with Any Schwaller at Garfield County. We discussed the construction notes you and I discussed this morning and their applicability to the Erosion Control Plans. Andy and I agreed that those notes are not applicable to the Erosion Control Portion of the project and did not need to be on the stamped ECPs. So we are proceeding without said notes.

This is not so say that Garfield County is not looking for an engineered and PE stamped design. They are looking for an engineered design and are under the assumption that said design would include notes such as the ones they suggested. Not necessarily an exact copy of the notes, as they would need to be adjusted to project conditions and the contractors means and methods. We can assist with engineered plans if you need assistance with those to complete your submittal package.

Thanks, and please let me know if you have any questions, comments, or concerns.

Marc

Marc J. Kenney, PE

CPSWQ & CPESC

RIVERCITY

744 Horizon Court Suite 110 Grand Junction, CO 81506 Phone: (970) 241-4722 Fax: (970) 241-8841

# **Andy Schwaller**

From:

Andy Schwaller

Sent:

Tuesday, April 23, 2013 4:42 PM

To: Cc: 'Tracey Jensen' 'Marc Kennev'

Subject:

Sealed Plans-Pipeline Construction

### Tracey,

I discussed the above with Marc Kenney and I believe we may have a short term solution. Ultimately, the goal of the county and also the State Board of Licensure for Architects, Professional Engineers and Professional Surveyors is for Summit to contract out the engineering or do their own engineering in house with a Colorado licensed engineer. Professionals licensed in other states must obtain registration in Colorado in order to practice here. I believe Jake is in that process. As per state law, I am required to verify all engineering plans, unless specially exempt, are sealed. I also have an obligation to report anyone practicing engineering without the proper license.

Overstamping is not an appropriate way to deal with plans designed by a non Colorado engineer. By sealing the plans, the engineer is taking responsible charge for them and in affect stating that the documents were prepared by him or her responsible control. Marc and I discussed a memo just to verify the design appears to meet the industry standards and general engineering practices. This does not cure the problem completely but gives the county some assurance the basic design is correct. It also buys some time for Summit to determine its in-house or contracting needs.

Please refer to the state website <u>www.dora.state.co.us/Statute-PE.pdf</u>. Also Colorado Revised Statue 12-25-117 for more information. Call with any questions.

Thanks,

Andy Schwaller Building Official Garfield County



# STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-3 Grand River Gathering, LLC	30-172, the undersigned executes this Statement of Authority on behalf of corporation, limited
limited partnership, limi	al partnership, registered limited liability partnership, registered limited liability lited partnership association, government agency, trust or other), an entity other ble of holding title to real property (the "Entity"), and states as follows:
The name of the Entity I	s Grand River Gathering, LLC
and is formed under the	laws of the State of Delaware
	the Entity is 2128 Railroad Ave, Suite 108
Rine CO 81650	the control of the co
The name and/or position	on of the person authorized to execute instruments conveying, encumbering, or to real property on behalf of the Entity is Tracey Jenson
1	
	authority of the person named above or holding the position described above follows (if no limitations, insert "None"): Sign permit applications and permits issued by Garifold County.
Other matters concerning to other matter, leave the	g the manner in which the Entity deals with any interest in real property are (if als section blank):
EXECUTED this 54 days do	or Ultradifier
	STATE OF TEKAS )SS. COUNTY OF DATUMS
he foregoing instrument y BLOCK IM DEG IMITED LIMBILITY	t was acknowledged before me this 5th day of 01 to be 2012 2012 COMPANY. on behalf of 4 LAND CIVE CATHELING LICE
	Witness my hand and official seal.  My commission expires: 5  1  2014 (Notary Public)
	JESSICA LYNN ERWIN Notary Public, State of Texas My Commission Expires May 01, 2014



**Grand River Gathering, LLC** 2128 Railroad Avenue, Suite 106 Rifle, CO 81650

Phone: 970.440.1000 Fax: 970.440.1019

www.summitmidstream.com

March 27, 2013

Attention: Andy Schwaller Garfield County Building & Planning Department 108 Eighth Street, Suite 401 Glenwood Springs, CO 81601

Re:

**Grading Permit** 

19 Loop 12"

Dear Mr. Schwaller:

In association with Grand River Gathering's Grading Permit Application Submission, this letter shall serve as notice that Grand River Gathering will comply with all of the terms and conditions associated with rights to lay one or more pipelines as set forth in the below listed documents.

Document Type	Date	Grantor	Recording Data
Right-of-Way Easement	03/21/2013	Shideler Land & Cattle CO	832957
Right-of-Way Easement	03/21/2013	Shidelerosa, LLLP	832959

Copies of the foregoing documents have been provided to Garfield County with the submittal of the Grading Permit Application.

Sincerely,

Grand River Gathering, LLC

Rv.

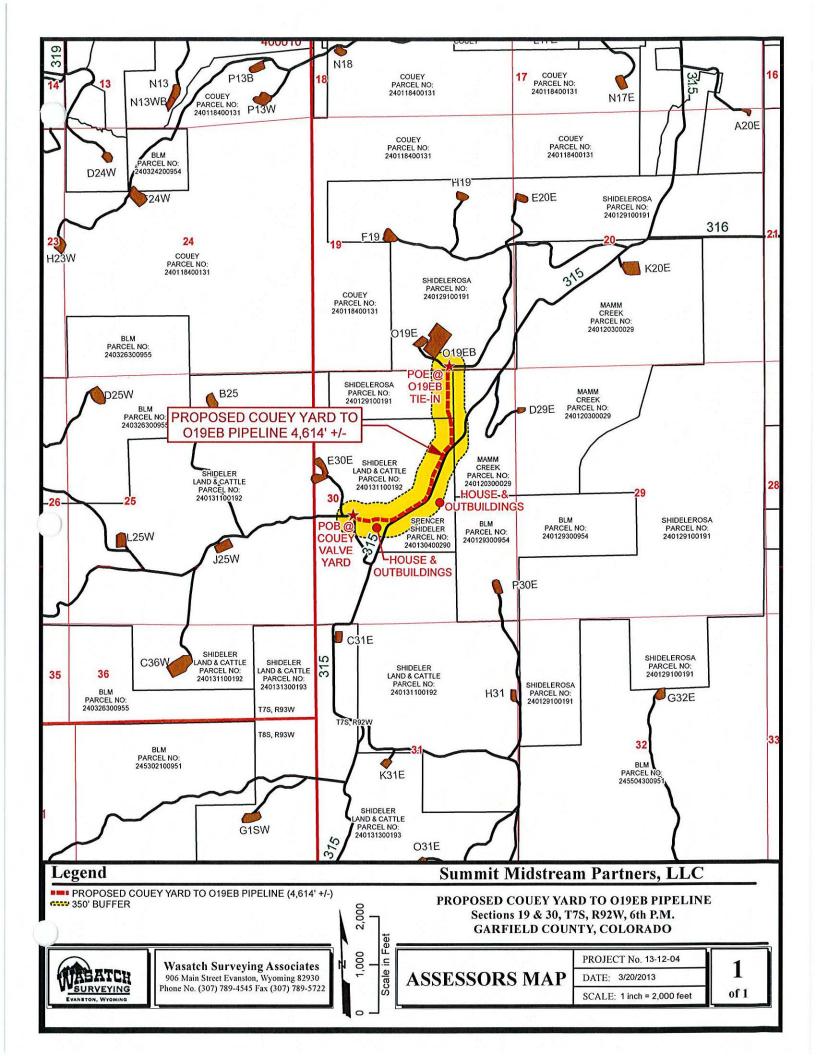
Tracey Jensen Permit Manager

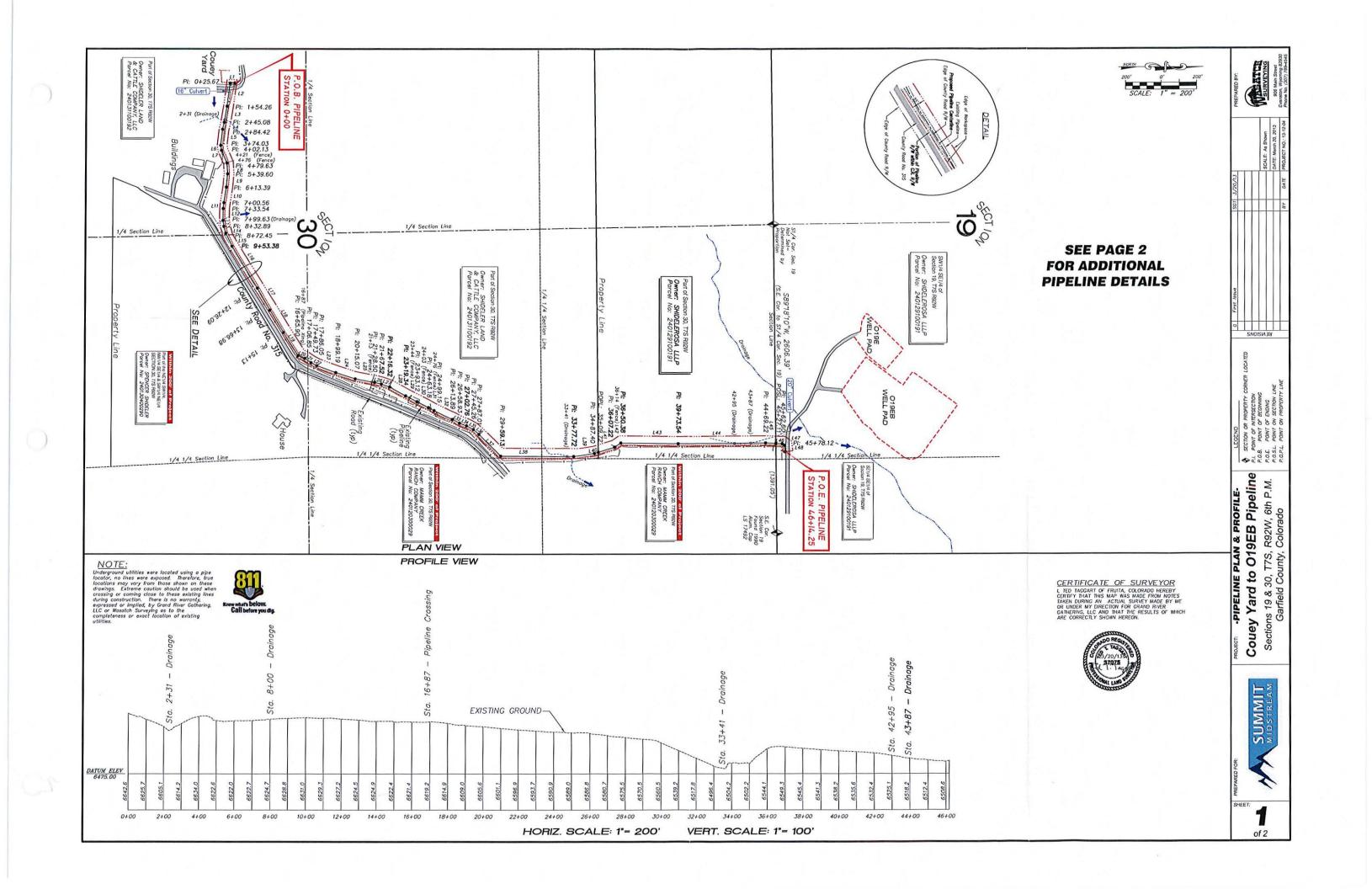
# **MAPS**

- Vicinity Map
- Garfield County Assessor's Map
- Plan and Profile

# **EROSION CONTROL PLANS**

- Pre-Construction Stormwater Site Plan
- Construction Stormwater Site Plan
- Final Reclamation Stormwater Site PLan





RIGH	T-OF-WAY LENGTHS		
PROPERTY OWNER	SECTION	FEET	TOTAL
Shideler Land & Cattle Co. LLC	Sec. 30, T7S R92W	3509.72	3509.72
Shidelerosa LLC	Secs. 19 & 30, T7S R92W	1104.53	1104.53
		Total	4614.25

		RIGHT-OF-W	AY LIMITS BOX			
	Reference Points					
FROM	ТО	Temporary Work Space Left	Permanent Right-of-Way Left	Permanent Right-of-Way Right	Temporary Work Space Right	Total
P.O.B.	STA: 8+72	20'	15'	15'	5'	55'
STA: 8+72	STA: 16+66	VARIES	15'	15'	VARIES	55'
STA: 16+66	STA: 29+59	25'	15'	15'	0'	55'
STA: 29+59	STA: 33+78	25'	20'	10'	0'	55'
STA: 33+78	P.O.E.	25'	15'	15'	0'	55'

NOTE:
Underground utilities were located using a pipe locator, no lines were exposed. Therefore, true locations may vary from those shown on these drawings. Extreme caution should be used when crossing or coming close to these existing lines during construction. There is no warranty, expressed or implied, by Grand River Gathering, LLC or Wasatch Surveying as to the completeness or exact location of existing utilities.



# PIPE BEND TABLE

ANGLE POINT	STATION	PIPE BEND
BEGIN PIPE	00+00	
P.I.	00+26	82.2° LT
P.I.	01+54	2.2° RT
P.I.	02+45	3.7° RT
P.I.	02+84	6.7° LT
P.I.	03+74	15.5° LT
P.I.	04+02	15° LT
P.I.	04+80	19.6° RT
P.I.	05+40	9.4° RT
P.I.	06+13	3.8° RT
P.I.	07+01	2.2° LT
P.I.	07+34	6.2° LT
P.I.	08+00	9° LT
P.I.	08+33	7° LT
P.I.	08+72	10.9° LT
P.I.	09+53	5.2° LT
P.I.	12+26	1.4° RT
P.I.	13+67	1.5° LT
P.I.	15+13	0.9° LT
P.I.	16+66	37° LT
P.I.	17+07	14.1° RT
P.I.	17+50	7° LT
P.I.	17+86	7.4° LT
P.I.	18+99	2.6° LT
P.I.	20+15	7.4° LT
P.I.	21+28	2.8° RT
P.I.	21+68	6.3° RT
P.I.	22+16	9.7° RT
P.I.	23+19	2.9° LT
P.I.	23+93	2.1° RT
P.I.	24+63	1.2° LT
P.I.	24+99	1.7° LT
P.I.	26+14	2.4° RT
P.I.	26+59	7.5° LT
P.I.	27+02	7.9° RT
P.I.	27+45	12.4° RT
P.I.	27+87	4.1° RT
P.I.	29+59	44.2° LT
P.I.	33+78	9.5° LT
P.I.	34+87	7.1° LT
P.I.	36+07	17.3° LT
P.I.	36+50	34.3° RT
P.I.	39+74	1.1° LT
P.I.	44+69	3° RT
P.I.	45+63	31.5° RT
P.I.	45+78	49.5° RT
P.O.E.	46+14	

No. State Com	VE TABLE	*
LINE	DIRECTION	LENGTH
L1	S00'19'57"E	25.67
L2	S82'31'57"E	128.59
L3	S80°19'14"E	90.82
L4	S76*38'17"E	39.34
L5	S83'23'08"E	89.61
L6	N81'09'12"E	28.10
L7	N66'07'07"E	77.50
L8	N85'43'48"E	59.98
L9	S84'52'24"E	73.79
L10	S81'04'22"E	87.16
L11	S83'17'38"E	32.99
L12	S89'30'56"E	66.09
L13	N81'28'15"E	33.26
L14	N74'26'14"E	39.56
L15	N63'30'44"E	80.93
L16	N58'18'50"E	272.71
L17	N59'41'00"E	140.89
L18	N58'10'58"E	146.03
L19	N57'17'43"E	152.90
L20	N20'17'31"E	40.95
L21	N34'20'35"E	42.88
L22	N27'22'29"E	36.32
L23	N19'57'10"E	113.14
L24	N17'23'58"E	115.88
L25	N10'02'03"E	113.43
L26	N12'51'44"E	39.02
L27	N19'10'38"E	48.81
L28	N28'54'53"E	103.02
L29	N26'01'12"E	73.78
L30	N28'04'53"E	70.05
L31	N26'54'07"E	35.98
L32	N25'11'30"E	114.73
L33	N27'37'54"E	45.05
L34	N20'10'23"E	42.79
L35	N28'01'56"E	43.53
L36	N40'24'03"E	41.76
L37	N44'32'40"E	172.11
L38	N0017'55"E	418.60
L39	N09'12'56"W	109.68
L40	N16'16'14"W	22.32
L41	N16'16'14"W	97.50
L42	N33*35'37"W	43.15
L43	N00'41'59"E	323.16
L43		495.68
	N00'23'54"W	
L45	N02'34'07"E	57.89 35.50
L46	N02'34'07"E	10120120
L47	N34'02'42"E	15.52
L48	N83'31'03"E	36.13

Į į	g		82830
BATT	SURVEYI	906 Main Stree	iston, Wyoming ne No. (307) 78
	<u> </u>	2	-O4 Phor
	As Shown	rch 20, 201	NO.: 13-12

PA			_	ă.		
			SCALE As Shown		DATE: March 20, 2013	PROJECT NO.: 13-12-04
3/20/13						DATE
SGT	H				Ŧ	BY
First Issue						
0	SN	OIS	ı	35	1	
	CATED	-10				

Couey Yard to O19EB Pipeline

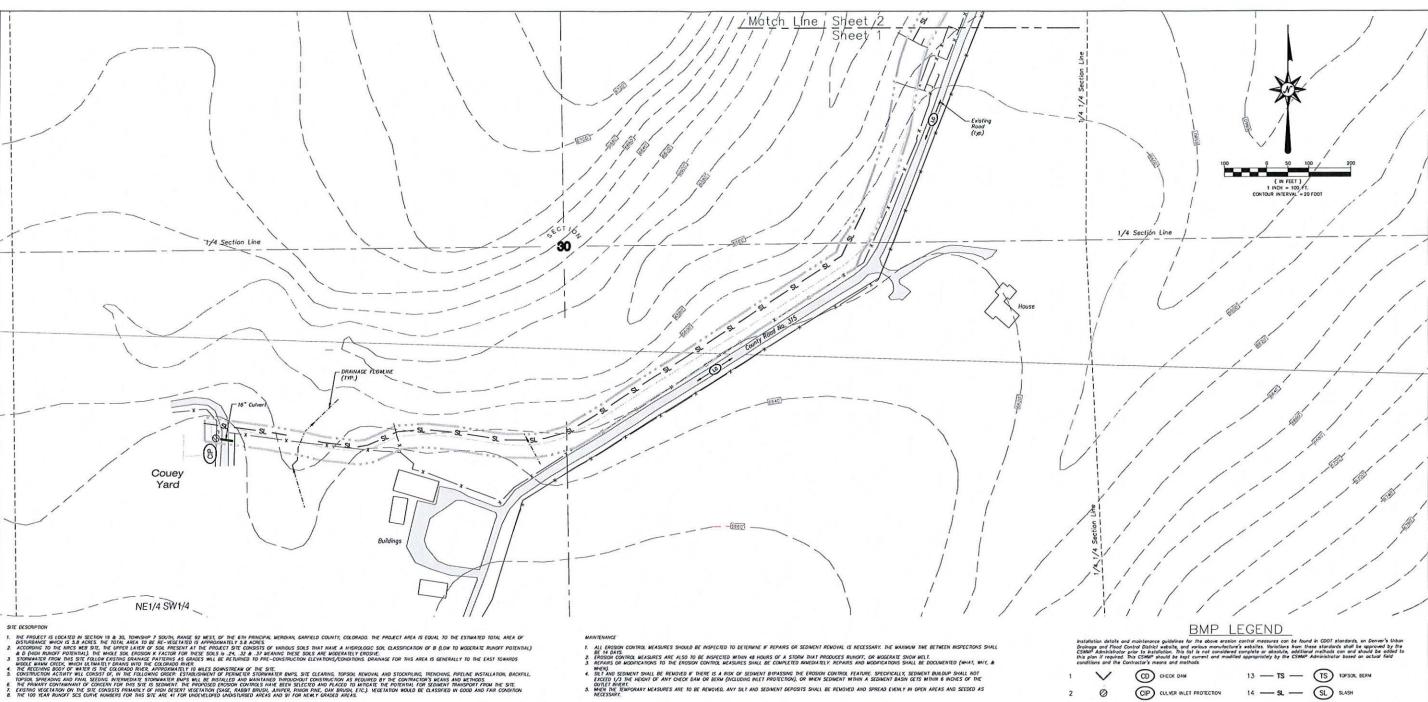
Sections 19 & 30, T7S, R92W, 6th P.M.

Garfield County, Colorado

Couey Yard to O19EB Pipeline

Pas. Powr or Progression of the Progres

SUMMIT



### EROSION CONTROL MEASURES (PERFORMANCE STANDARDS)

INSTALLATION DETIRES AND MUNICIPANCE CONCERNS FOR THE ADONE PROSPON CONTROL METABLES CAN BE FORITH IN DOOR STANDARDS, ON DEVINERS WIREAT DRIVERS AND FLOCO CONTROL DESTRICT MESSITE, AND THROWS AND ADDRESS. AND ADDRESS SHAD MESS SHAD MESS SHAD MESS SHAD MESS SHAD DESCRIPTION OF THE COSMP ADMINISTRATION PROSE TO RESILIZATION. THIS UST IS NOT CONSIDERED COMPLETE OR ADSOLUTE, ADDRESS, ADDRESS AND ADDRESS

### THE GENERAL REQUIREMENTS FOR EROSION CONTROL WORK SHALL BE AS FOLLOWS:

- 1. ANY GRADING SHALL BE CONDUCTED IN SUCH A MANNER. TO EFFECTIVELY REDUCE ACCELERATED SOIL EROSION AND RESILTING SEDMENTATION.

  2. ALL GRADING SHALL BE DESCRED, CONSTRUCTED, AND COMPLETED TO MINIMEZ THE SIZE AND DURATION OF EXPOSED (INVESTIGATED) AREA.

  3. SEDMENT CAUSED BY ACCELERATIO SOIL (ROSION SHALL BE CAPATHOLD AND REVOLDE FROM FRUITE PROPOR TOLD LEAVING THE SIZE.

  4. ANY TEMPORARY OR PERMANENT FACULTY DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE GRADED AREA SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON-EROSIVE WELCOTT.
- VELOCITY.

  5. TEMPORARY SOIL EROSION CONTROL FACILITIES SHALL BE REMOVED AND AREAS GRADED AND STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES.

  6. ALL BUP'S WILL BE IN PLACE PRICE TO ANY MAJOR EARTHWORK.

### DURING CONSTRUCTION (TEMPORARY MEASURES)

- DEFINITE LIBERTURES AND CONTROL BELLEVING MADE THE PERMETER TO PREVENT RUNOF POLITION.

  1. MATERIAL STOOPPEES SHALL BE BERNUD AROUND THER PERMETER TO PREVENT RUNOF POLITION.

  2. PLACE WATERS, AND/OFF BERN DOWNGROUND OF DISTINGED AREAS AND STOCKPIES.

  COUNTED SAN DISTORY. IN THE RECOGNISH AS STATED IN THE CONTROL AND CONTROL AND FRESH CEASE TO ELEVATIONS. SHOWN ON THE SITE PLAN. ELIMINATE ANY LOW SPOTS PRIOR TO FINAL STABLIZATION.

  5. COUNTED SAN DISTORY. IN THE CONTROL AND CONTROL WOSTING CONTROL AND ERGOSON.

  5. SOUS THAT HILL BE STOCKPIED FOR HOME THAN THERT (SQ) DAYS SHALL BE SECTION AND PULL OF THE CONTROL AND PULL BE SECTION AND PULL

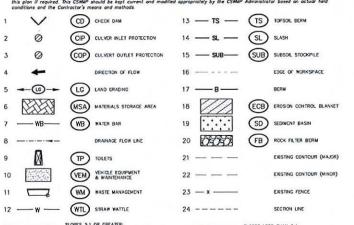
### AFTER CONSTRUCTION (PERMANENT MEASURES)

1. TOPSON, WINDROWS SHALL BE SPREAD ON NEWLY CONSTRUCTED SLOPES PRIOR TO REVEGETATION.
2. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE REVEGETATED WITH A CERTIFIED WEED-FREE NATIVE SEED MAX APPROPRIATE FOR SITE SOLS AND CONDITIONS. THESE AREAS SHALL BE MAINTAINED UNTIL A WOCTAMINE COOKER OF AT LEAST TOOK OF PRE-CONSTRUCTION COMMISSIONED SITES IN PROCESSARY, ADDITIONAL SEED, MILCH, AND/OR FERTILIZER SHOULD BE APPLIED TO ESTABLISH SAME VECETAMINE COVER.

- SAMP ADMINISTRATOR (LOCAL CONTACT). MIKE ROSE (2010) 440-1000.
  THE CONSTRUCTION SIX BOUNDARY IS BOUNDARY IS BOUND. TO BE TOTAL AREA OF DISTURBANCE.
  THE ESTIMATION TOTAL AREA OF DISTURBANCE IS A ACRES.
  AT ALL THUS DURING CONSTRUCTION, EROSON AND SEDIMENT CONTROL SHALL BE MAINTAINED BY THE CONTRACTOR.
  BOUNDARY OF THE MAINTEN SHALL BE MISTRATED AS THE WORK (DRADING) PROPERTIES.
  BUT ALS SHOWN ARE SOFEMATIC ONLY AUXISTRATIS MAY BE RECESSARY TO IT ACTION. FELD CONDITIONS.
  CORRECTED BY THE CONTRACTOR AREAS (OR RECEIVING MARTIS) CAUSED BY THE OFFICIAL FIELD CONDITIONS.
  CORRECTED BY THE CONTRACTOR AREAS (OR RECEIVING MARTIS) CAUSED BY THE OFFICIAL FRAD CONTROLTION TO BE MONITORED AND
  CONTROLTED THE CONTRACTOR. AREAS (OR RECEIVING MARTIS) CAUSED BY THE OFFICIAL FRAD CONTROLTION TO BE MONITORED AND
  CONTROLTED THE CONTRACTOR.

- E. CHARLY SHOWN ARE SOURMARC ONLY ADMITTHENTS MAY RE TRUSTED AND BY THE OVERLOT GRADING AND/OR CONSTRUCTION IN BE WITHOUT AND CONSTRUCTION IN BE WITHOUT CONTROLLED IN THE CONTRACTOR.

  NEATHER BRAINES TO DEWINSTREAM AREAS (OR RECEIVING MERRES) CAUSED BY THE OVERLOT GRADING AND/OR CONSTRUCTION IN BE WITHOUT CONTROLLED IN THE STATE AND THE PRESENCE OF THE AREA OF DEFINING THE LIMITS OF THE AND THE CONTROLLED IN THE STATE OF THE AND THE CONTROLLED IN THE PROSENCE EXPOSURE OF SOL TO EROSON BY REMOVED, OR DISTURBANCE OF VICTIMENT OF THE CONTROLLED TO THE AREA REQUIRED FOR MURDERS CONSTRUCTIONS OF THE CONTROLLED TO THE AREA REQUIRED FOR MURDERS CONTROLLED TO THE CONTROLLED TO THE AREA SECOND HEREON ARE BASED ON MOSRIE EMPOREE FROM ADDITIONAL BY STRUCTURES, MARKINGS BY THE RESPECTED UTILITY COMPANIES AND/ORD THE CONTROLLED AND DEPTHS OF INCREMINANCE OF THE UTILITY COMPANIES AND/ORD THE CONTROLLED AND DEPTHS OF INCREMINANCE OF THE UTILITY COMPANIES AND/ORD THE CONTROLLED AND DEPTHS OF INCREMINANCE FOR AND STRUCTURES, ACTUAL LOCATIONS WERE MADE DIFFERENCE OF THE UTILITY COMPANIES AND STRUCTURES. AND STRUCTURES, ACTUAL LOCATIONS WERE MADE DIFFERENCE AND STRUCTURES. ACTUAL LOCATIONS WERE MADE DIFFERENCE AND STRUCTURES, ACTUAL LOCATIONS WERE MADE DIFFERENCE AND STRUCTURES. ACTUAL LOCATIONS WERE MADE DIFFERENCE AND STRUCTURES. ACTUAL LOCATIONS WERE MADE DIFFERENCE AND STRUCTURES, ACTUAL LOCATIONS WERE MADE DIFFERENCE AND STRUCTURES. ACTUAL LOCATIONS WERE MADE DIFFERENCE AND STRUCTURES. ACTUAL LOCATIONS WERE MADE SHOULD BE USED WHAT LOCATION STRUCTURES AND STRUCTURES. ACTUAL LOCATION STRUCTURES AND DEPTHS OF ANY OWNERS AND STRUCTURES. ACTUAL LOCATION OF ACCOUNT OF A WAS ACTUAL LOCATION OF ACCOUNT OF A WAS ACTUAL LOCATION OF A WAS ACTUAL LOCATION OF A WAS ACTUAL LOCATION OF ACCOUNT OF A WAS ACTUAL LOCATION OF A WAS ACTUAL LOCATION

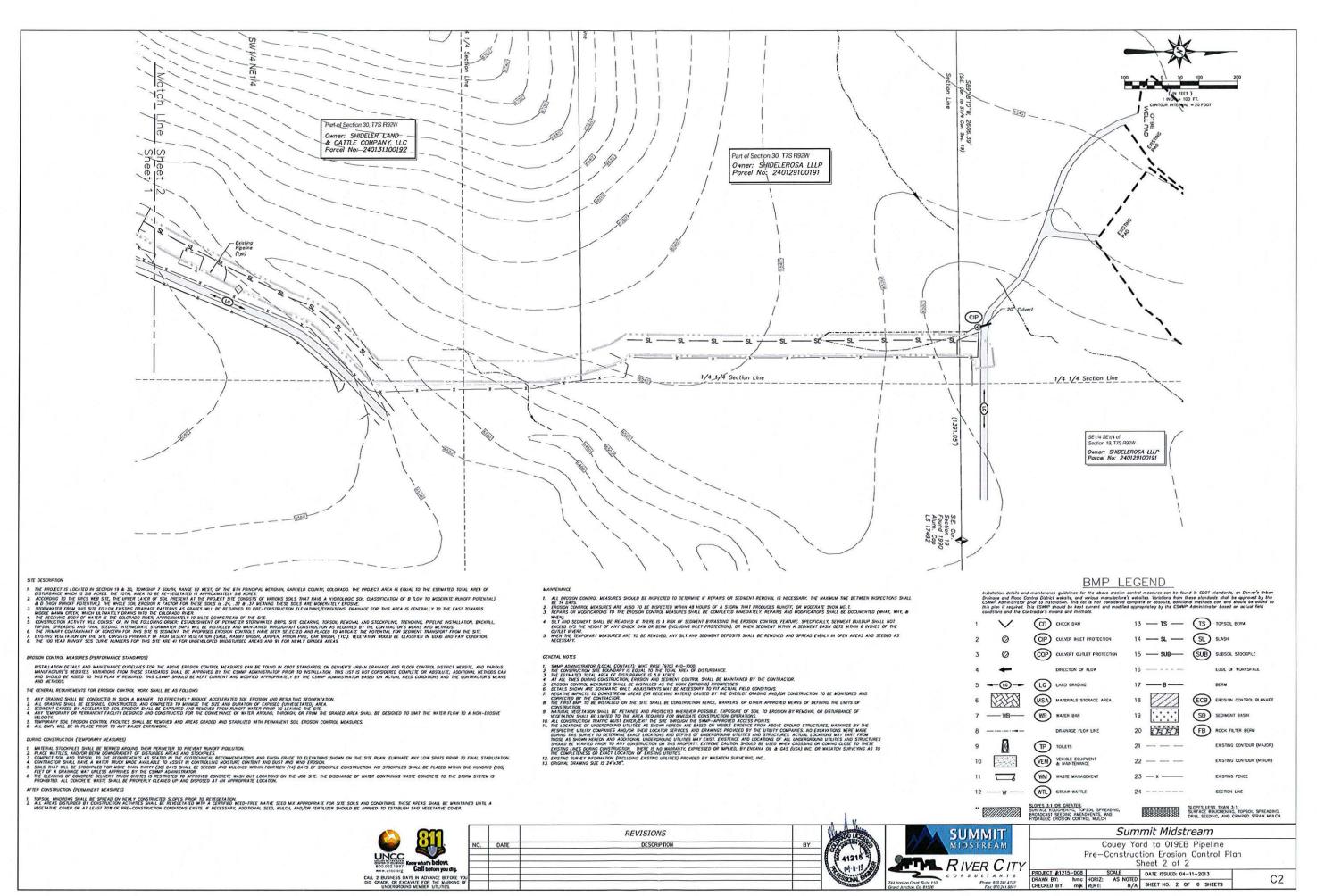


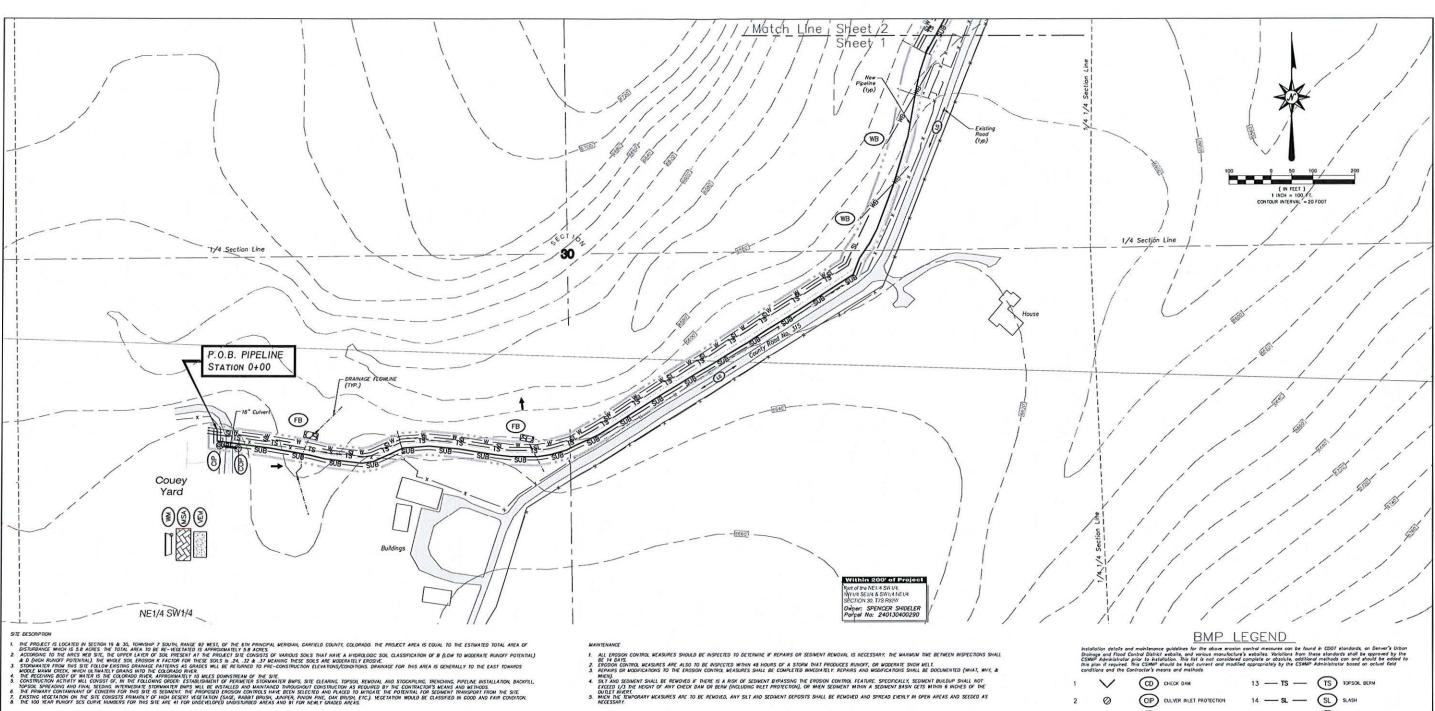


		REVISIONS	
NO.	DATE	DESCRIPTION	BY



SLOPES LESS THAN 3-1: SURFACE ROUGHENING, TOPSOIL SPREADING, DRILL SEEDING, AND CRIMPED STRAW MULCH Summit Midstream Couey Yard to 019EB Pipeline Pre-Construction Erosion Control Plan Sheet 1 of 2 C1





INSTALLATION DETAILS AND MAINTENANCE CUDELINES FOR THE ABOVE EROSION CONTROL MEASURES CAN BE FOUND IN COOT STANDARDS, ON DENVER'S URBAN DRAINAGE AND FLOOD CONTROL DISTRICT MEBSITE, AND VARIOUS MANUFACTURE'S WEBSITES. VARIATIONS FROM THESE STANDARDS SHALL BE APPROVED BY THE COMP ADMINISTRATOR PRIOR TO INSTALLATION. THIS LIST IS NOT CONSIDERED COMPLETE OR ASSOLUTE, ADDITIONAL METHODS CAN AND SHOULD BE ADDED TO THIS PLAN IF REQUIRED. THIS COMP SHOULD BE KEPT CURRENT AND MODIFIED APPROPRIATELY BY THE COMP ADMINISTRATOR BASED ON ACTUAL FIELD CONDITIONS AND THE CONTRACTOR'S MEANS AND METHODS.

- ANY GRADING SHALL BE CONDUCTED IN SUCH A MAINER TO EFFECTIVELY REDUCE ACCELERATED SOL EROSON AND RESIL TING SEDMENTATION.

  ALL GRADING SHALL BE DESIGNED, CONSTRUCTED, AND COMPLETED TO MINIMEE THE SIZE AND DIMBATION OF EMPOSED (INVARCELATED) AREA.

  I SCHIMENT CAUSED BY ACCELERATED SOL EROSON SHALL BE CAPACIDE AND REMOVED FROM RAINER PRORM TO LEAVANCE HE SIZE.

  ANY TRANSPORT OF PERMANENT FACULTY DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE GRADED AREA SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON-EROSIVE MELOSTY. VELOCIT.

  NEW PRINCE OF THE PRINCE FROSION CONTROL FACILITIES SHALL BE REMOVED AND AREAS GRADED AND STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES.

  6. ALL BUPS WILL BE IN PLACE PRIOR TO ANY MAJOR EARTHMOOK.

- MATERIAL STOORING (LUMINION) THE REMOVER FERMETER TO PREVENT RUNGET POLLUTION.

  PLACE WATELS, MOJOR BERN DOMNORADENT OF DISTURBED AREAS AND STOORPEES.

  PLACE WATELS, MOJOR BERN DOMNORADENT OF DISTURBED AREAS AND STOORPEES.

  PLACE WATELS, MOJOR BERN DOMNORADENT OF DISTURBED AREAS AND STOORPEES.

  PLACE WATELS, MOJOR BERN DOMNORADENT OF DISTURBED AREAS AND STOORPEES.

  AND OFFICE OF THE REPORT OF THE RECORDER AND STOORPEES AND STOORPEES OF THE STOORPEES SHALL BE PLACED WHITH ONE BURGED (100)

  SOLS THAT WALL BE STOORPEED FOR MODE THAN THOST (30) DAYS SHALL BE SECRED AND WALDED WHITH FORDITECH (4) DAYS OF STOCKPIEL CONSTRUCTION. NO STOORPEES SHALL BE PLACED WHITH ONE MURGED (100)

  FEET OF A DAYANGE WAT LIBEST SPRINGED BY THE CSMMP ADMINISTRATION.

  THE CLANING OF CONCRETE BELIEVET PRICES OF MICE COMPANISMENTATION.

  THE CLANING OF CONCRETE BELIEVET PRICES OF MICE COMPANISMENT FOR THE AND STOORPEES SHALL BE PLACED WHITH ONE MURGED (100)

  PREVIOURNESS AND STOORPEES SHALL BE PRICED TO APPROVED CONCRETE WASH OUT LOCATIONS ON THE JOB SIE. THE DISCHARGE OF WATER CONTINUING WASTE CONCRETE TO THE STORM SYSTEM IS

  PROPRIEDED. THE CONCRETE BELIEVED THE SHALL BE PLACED ON AND PROPRIEDE ELOCATION.

### AFTER CONSTRUCTION (PERMANENT WEASURES)

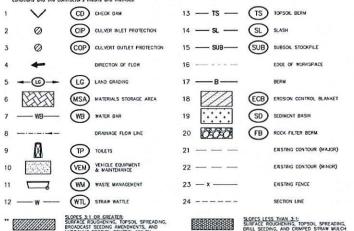
1. TOPSOR MINOROWS SMALL BE SPREAD ON NEWLY CONSTRUCTED SLOPES PRIOR TO REVECTATION.

2. ALL AREAS DISTURBED BY CONSTRUCTOR ACTIVITIES SMALL BE REVECTATION WITH A CERTIFICAL MEDICAL PROPERTY OF THE CONSTRUCTOR ACTIVITIES SMALL BE MAINTAINED UNITE A VECTATION COVER OF ALL LEAT TOR OF THE CONSTRUCTOR CONSTRUCTOR CONSTRUCTOR FOR ACCESSANCE, MODIFICAL SECOND REPORT TO STREAM OF VECTATION COVER.

- 1. SMMP DUMINISTRATOR (LOCAL CONTACT): WIRE ROSE (970) 440-1000.
  2. THE CONSTRUCTION SITE BOUNDARY IS BOUNTA FOR 10 THE TOTAL AREA OF DISTURBANCE.
  3. THE ESTIMATE TOTAL AREA OF DISTURBANCE IS 8 ACRES.
  4. AT ALL TIMES DURING CONSTRUCTION, EROSEN AND SEDMENT CONTROL SHALL BE MAINTAINED BY THE CONTRACTOR.
  5. EROSING CONTROL MESSERES SHALL BE INSTILLED AS THE MORN (GRADNO) PROGRESSES.
  5. EROSING CONTROL MESSERES SHALL BE MESSELLED AS THE MORN (GRADNO) PROGRESSES.
  7. ACCENTAGE DOWNSTREAM AREAS (OR RECEIVING MATERS) CAUSED BY THE OVERLOT GRADNIC AND/OR CONSTRUCTION TO BE MONTGRED AND CORRECTED BY THE OVERLOT GRADNIC AND/OR CONSTRUCTION TO BE MONTGRED AND CORRECTED BY THE OVERLOT GRADNIC AND/OR CONSTRUCTION TO BE MONTGRED AND CONST

- THE PRIST BUP TO BE INSTALLED ON THE SITE SHALL BE CONSTRUCTION FENCE, MARKERS, OR OTHER APPROVED MEANS OF DEFINITE THE UNITS OF MARKET AND SHALL BE TENTIALLY AND PROTECTION SHALL BE THE ETHINARD AND PROTECTION SHALL BE THE ETHINARD AND PROTECTION OF THE AREA REQUIRED FOR MARKETAN FOR THE PROTECTION OF PERSONS.

  ALL CONSTRUCTION PRAFFIC MOST EMERGENET OF THE PROUP OF BE SHAMP—PREPORTED ACCESS POUNT BOVE ORGAND STRUCTURES, MARKINGS BY THE RESPECTAND UTILITY COMPANES MODE SHAMPON SHALL BE VIDENCE FROM ABOVE ORGAND STRUCTURES, MARKINGS BY THE RESPECTAND UTILITY COMPANES NO EXCAMATIONS WERE MADE THE SECRETARY COMPANES AND EXCAMATIONS WERE MADE THE SECRETARY COMPANES AND EXCAMATIONS WERE MADE TO SECRETARY OF THE SECRETARY COMPANES AND EXCAMATIONS WERE MADE TO THE SECRETARY OF THE PROPERTY OF THE SECRETARY OF THE SECRETARY OF THE PROPERTY OF THE SECRETARY OF THE SECRETARY OF THE PROPERTY OF THE SECRETARY OF THE SECRETARY OF THE PROPERTY OF THE SECRETARY OF THE SECRETARY OF THE PROPERTY OF THE SECRETARY OF THE SECRETARY OF THE PROPERTY OF THE SECRETARY OF THE SECRETAR





REVISIONS

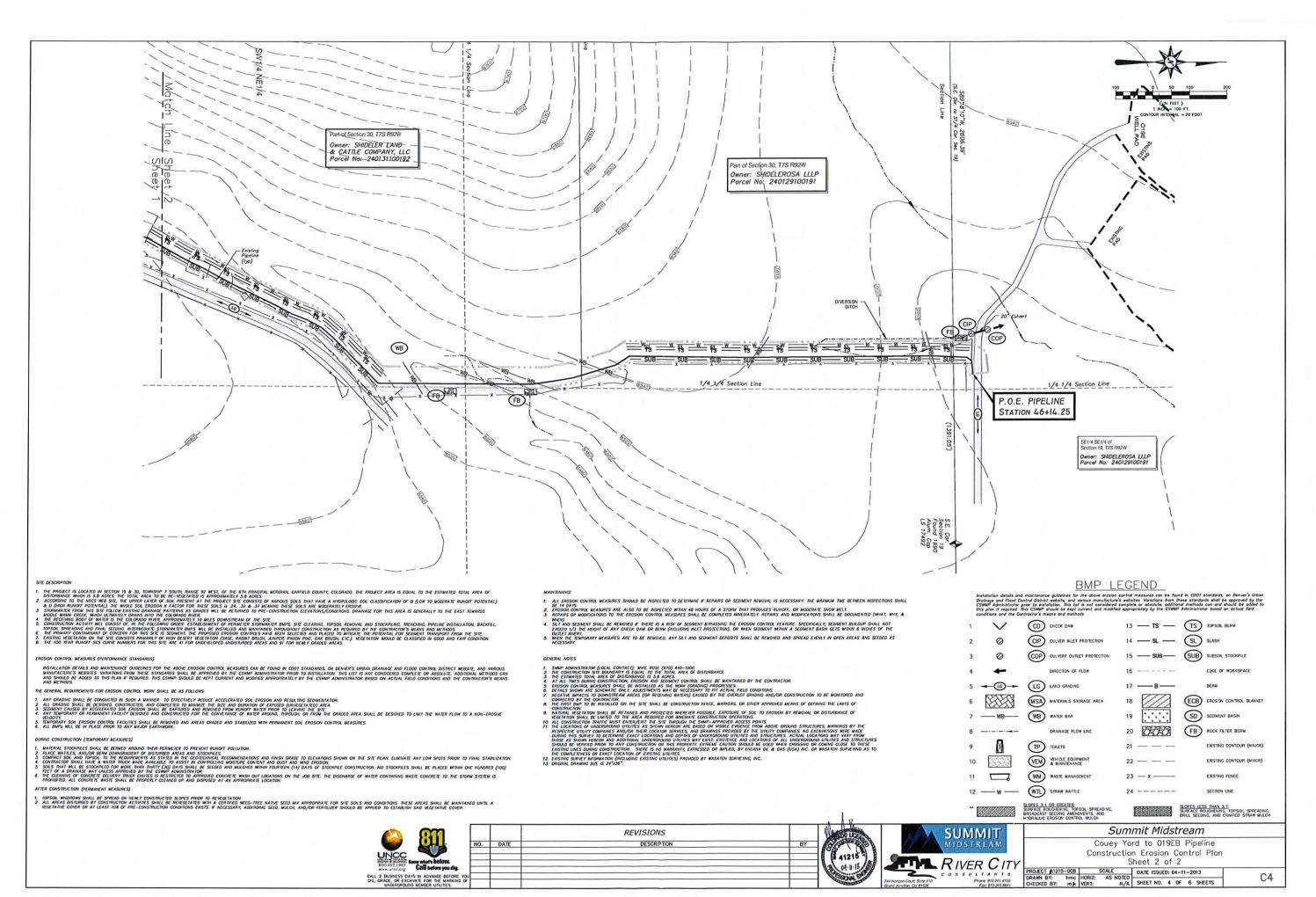


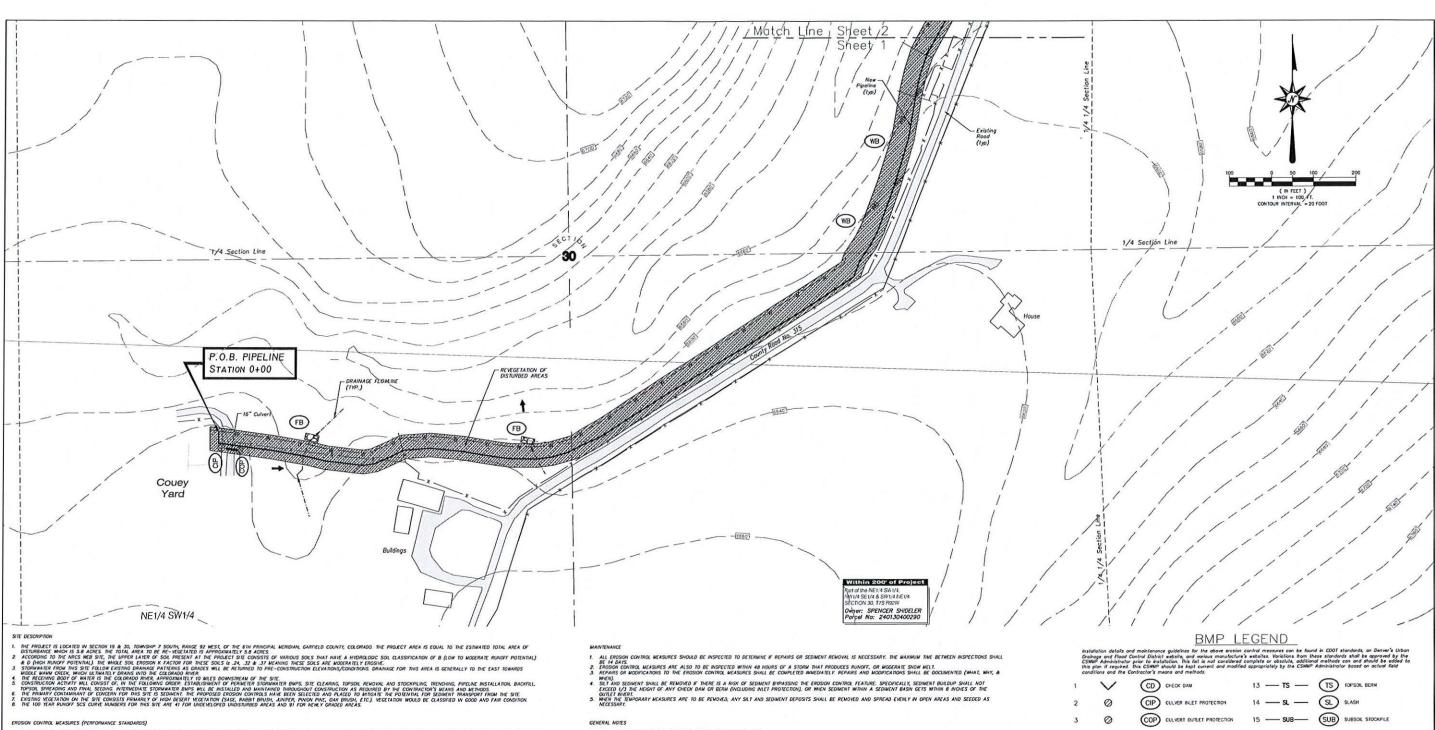
41215

Summit Midstream Couey Yard to 019EB Pipeline Construction Erosion Control Plan Sheet 1 of 2 
 PROJECT\_#1215-008
 SCALE
 DATE ISSUED: 04-11-2013

 DRAWN BY:
 hmc
 HORIZ:
 AS NOTED

 CHECKED BY:
 mjk
 VERT:
 N/A
 SHEET NO. 3 OF 6 SHEETS
 C3





BISTALLATION DETAILS AND MAINTENANCE QUBELINES FOR THE ABOVE EROSION CONTROL MEASURES CAN BE FOUND BY COOT STANDARDS, ON DEIMER'S URBAN DRAINAGE AND FLOOD CONTROL DISTRICT MEBSIE, AND VARIOUS MANUFACTURES MEBSIES, MEMATIONS FROM THESE STANDARDS SHALL BE APPROVED BY THE CSAMP ADMINISTRATOR PRIOR TO BASIFICATION, THIS IS NOT CONSIDERED COMPLET OR ABSOLUTE, ADDITIONAL METHODS CAN ADMINISTRATOR PRIOR OF MALINE PROPERTY IN SIZE CONTROL OF EXPORT OF THE CSAMP ADMINISTRATOR PRIOR OF MALINE PROPERTY OF THE CSAMP ADMINISTRATOR PRIOR OF MALINE PROPERTY MEMSIANDERS MEANS THE CSAMP ADMINISTRATOR PRIOR OF MALINE PROPERTY MEMSIANDERS MEMSIANDERS AND MEMBERS AND MEMBERS MEMBER

- 1. ANY GRADNO SHALL BE CONDUCTED IN SUCH A MANNER. TO EFFECTIVELY REDUCE ACCELERATED SOLE EROSON AND RESULTING SEDMENTATION.

  2. ALL GRADNO SHALL BE DESCRED, CONSTRUCTED, AND COUNTETED TO MININTER. SIZE AND DURATION OF EXPOSED (INVECENTED) APPLA.

  3. SEDMENT CAUSED OF ACCELERATED SOLE ROSON SHALL BE CAPITATION AND REMOVED FROM PRINTER PROPE TO LEAVING THE STATE.

  4. ANY TRAVORARY OR PERMANENT FACULTY DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE GRADED AREA SHALL BE DESCRED TO LIMIT THE WATER FLOW TO A NON-EROSIVE WITHOUT AND AND THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE GRADED AREA SHALL BE DESCRIDED TO LIMIT THE WATER FLOW TO A NON-EROSIVE WITHOUT AND THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE GRADED AREA SHALL BE DESCRIDED TO LIMIT THE WATER FLOW TO A NON-EROSIVE WITHOUT AND THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE GRADED AREA SHALL BE DESCRIDED TO LIMIT THE WATER FLOW TO A NON-EROSIVE WITHOUT AND THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE GRADED AREA SHALL BE DESCRIDED TO LIMIT THE WATER FLOW TO A NON-EROSIVE WITHOUT THE WATER FLOW TO A NON-EROSIVE WATER FLOW TO A NON-ER 4. ANY TRUPGRAFY OF PERMANENT FACULTI USBAND AND MATERIALISTS OF THE SECOND AND STABILIZED WITH PERMANENT SOL EROSION CONTROL MEASURES.

  11 MUTOS SOL EROSION CONTROL FACULTIES SHALL BE REMOVED AND AREAS GRADED AND STABILIZED WITH PERMANENT SOL EROSION CONTROL MEASURES.

  6. ALL BURS WILL BE IN PLACE PRIOR TO ANY MAJOR EARTHWORK.

- DURNING CONSTRUCTION (LIMPOMARY MASSINES)

  I. MATRIMI, STOODPRES SHALL BE EIRMIND AROUND THEIR PERMETER TO PREVENT RUNOT POLLUTION.

  2. PLACE WATERS, MOJOR BERN DOMENDERT OF DITTINGED AREA AND STOCKRES.

  2. PLACE WATERS, MOJOR BERN DOMENDERT OF DITTINGED AREA AND STOCKRES.

  3. COMPART SOCIAL AND EXPOSE TO DUE REQUIRED WATER STOCKRES AND EXPOSE OF DURNING HOUSE TO BE AND EXPOSE TO DURNING HOUSE AND EXPOSE AND EXPOSED EXPOSED EXPOSED AND EXPOSED EXPOSED AND EXPOSED EX

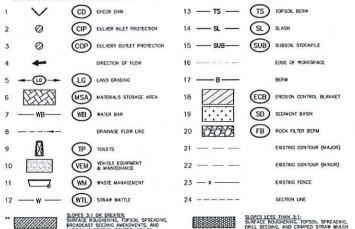
### AFTER CONSTRUCTION (PERMANENT MEASURES)

1. TOPSOL WINDROWS SHALL BE SPREAD ON NEWLY CONSTRUCTED SLOPES PRIOR TO REVEGETATION.

2. ALL MEANS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE REVEGETATED WITH A CERTIFIED MEED—FREE NATIVE SEED MIX APPROPRIATE FOR SITE SOLES AND CONDITIONS. THESE AREAS SHALL BE MAINTAINED UNTIL A VECETATIVE COVER OF AT LEAST YOUR OFFEN THE COVER TO STANDARD VECETATIVE COVER.

- CENERAL NOISS

  1. SHAP ADMINISTRATOR (LOCAL CONTACT). WEE ROSE (\$70) 440-1000.
  2. THE CONSTRUCTION OF SOURCEMENT SECURE. TO THE TOTAL AREA OF DISTURBANCE.
  2. THE CONSTRUCTION OF SOURCEMENT SECURE. TO THE TOTAL AREA OF DISTURBANCE.
  4. AT ALL THUS DURING CONSTRUCTION, ROSSEN AND SEDIMENT CONTING, SHALL BE MINIMATED BY THE CONTRACTOR.
  5. REPOSING CONTINUE MARRIES SHALL BE RESILILED AS THE WORK (CRAMING) PROPERTY SECURE CONTINUES.
  6. REPOSING FOR SOURCE AREAS SHALL BE SHALL BE CONSTRUCTION TO FIT ACTUAL FREED CONDITIONS.
  7. CORRECTED BY THE CONTINUES.
  7. CORRECTED BY THE CONTINUES.
  8. THE FIRST BUP TO BE INSTALLED ON THE SHE SHALL BE CONSTRUCTION FROME, MARKERS, OF OTHER APPROVED MEANS OF DEFINIOR THE LUMITS OF MARCHAILD ON THE SHE SHALL BE CONSTRUCTION OPERATIONS.
  8. THE FIRST BUP TO BE INSTALLED ON THE SHE SHALL BE CONSTRUCTION OPERATIONS.
  8. THE FIRST BUP TO BE INSTALLED ON THE SHE AREA REQUIRED FOR MANDEAU FOR OSSTRUCTION OPERATIONS.
  8. THE FIRST BUP TO BE AREA REQUIRED FOR MANDEAU FOR OSSTRUCTION OPERATIONS.
  8. THE FIRST BUP TO BE AREA REQUIRED FOR MANDEAU FOR OSSTRUCTION OPERATIONS.
  8. THE FIRST BUP TO BE AREA REQUIRED FOR MANDEAU FOR OSSTRUCTION OPERATIONS.
  8. THE FIRST BUP TO BE AREA REQUIRED FOR MANDEAU FOR OSSTRUCTION OPERATIONS.
  9. MAINTAIN CONTINUES OF THE SHE THAT OF THE SHE THAT



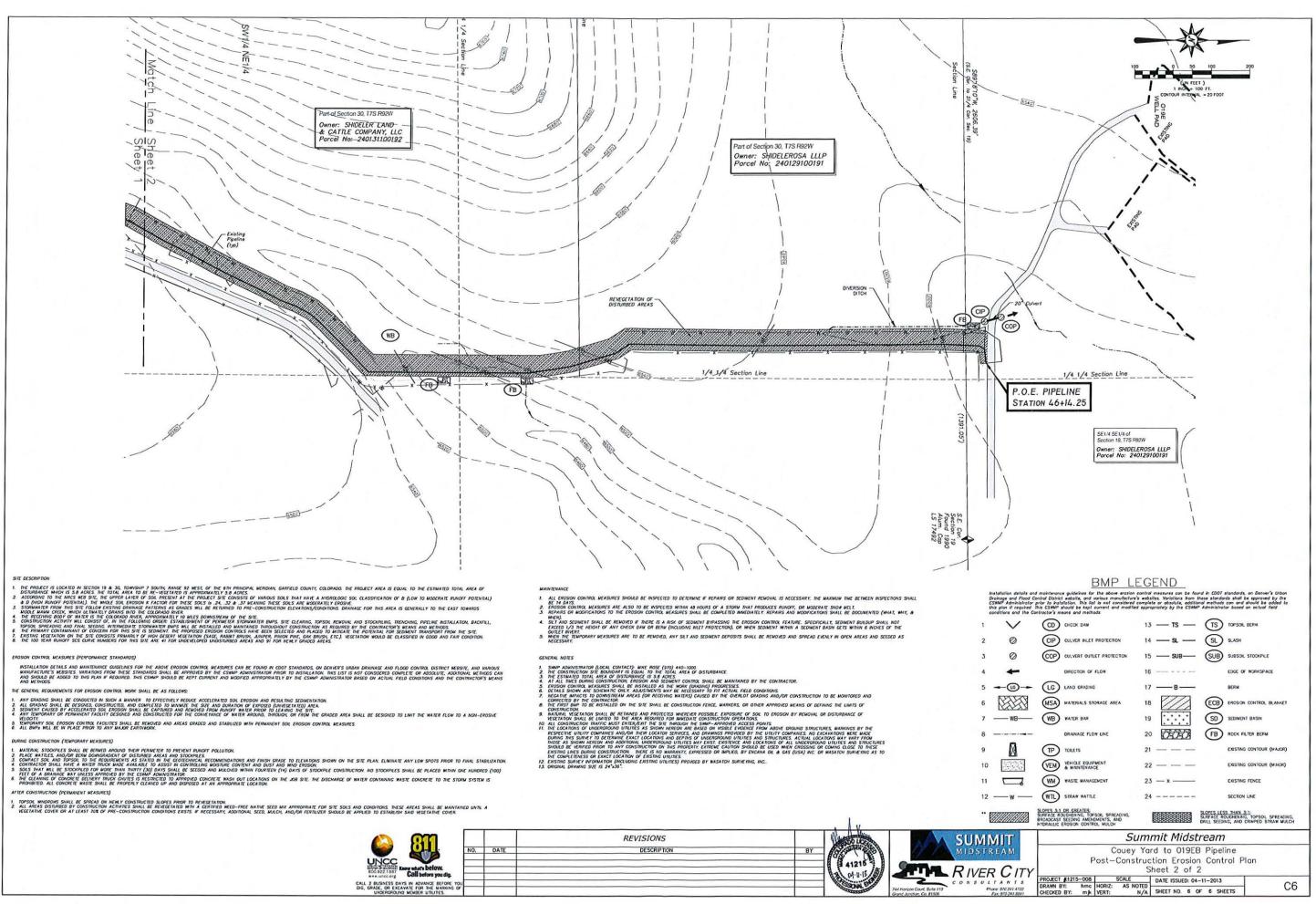


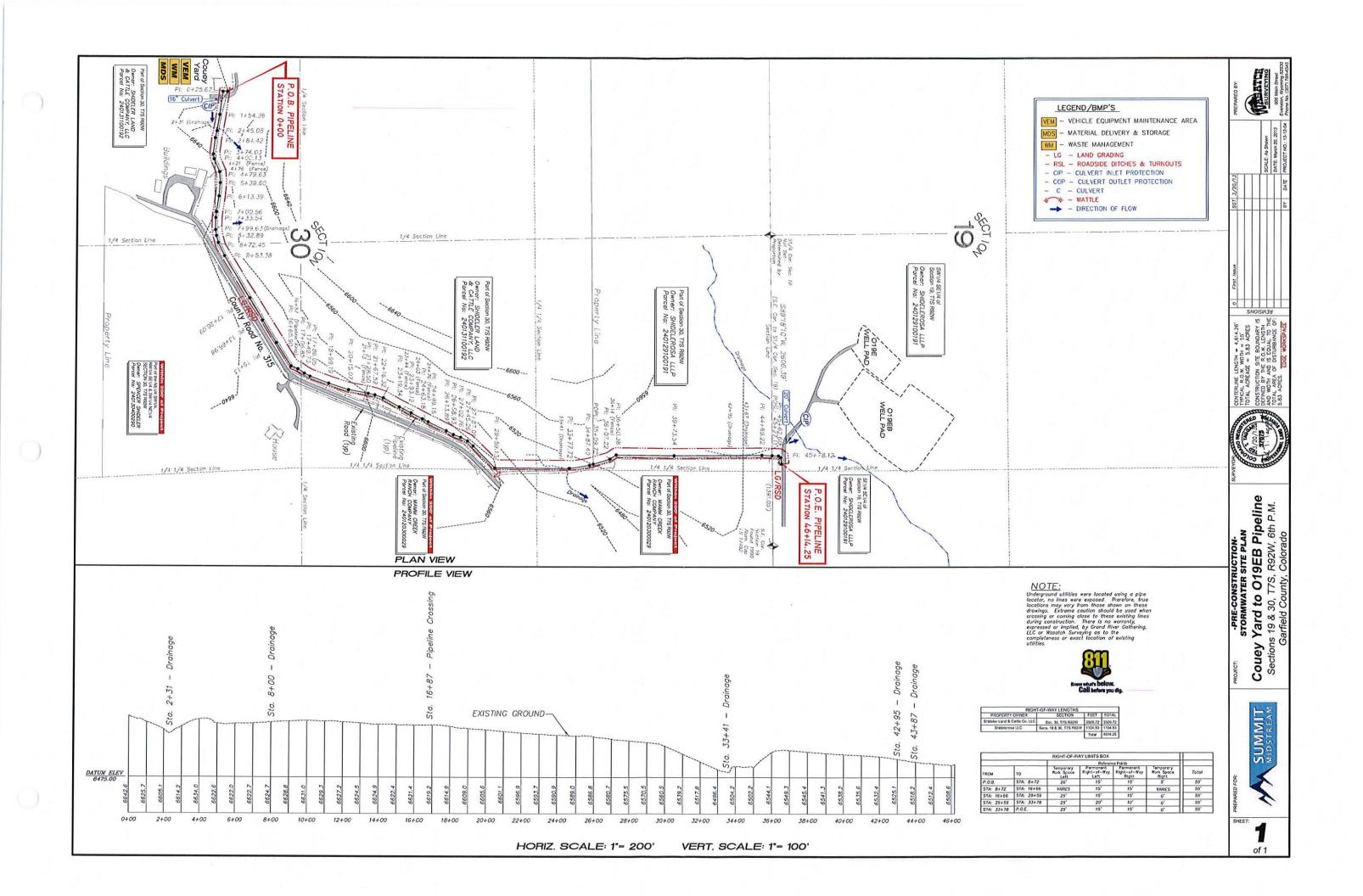
REVISIONS NO. DATE DESCRIPTION CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF

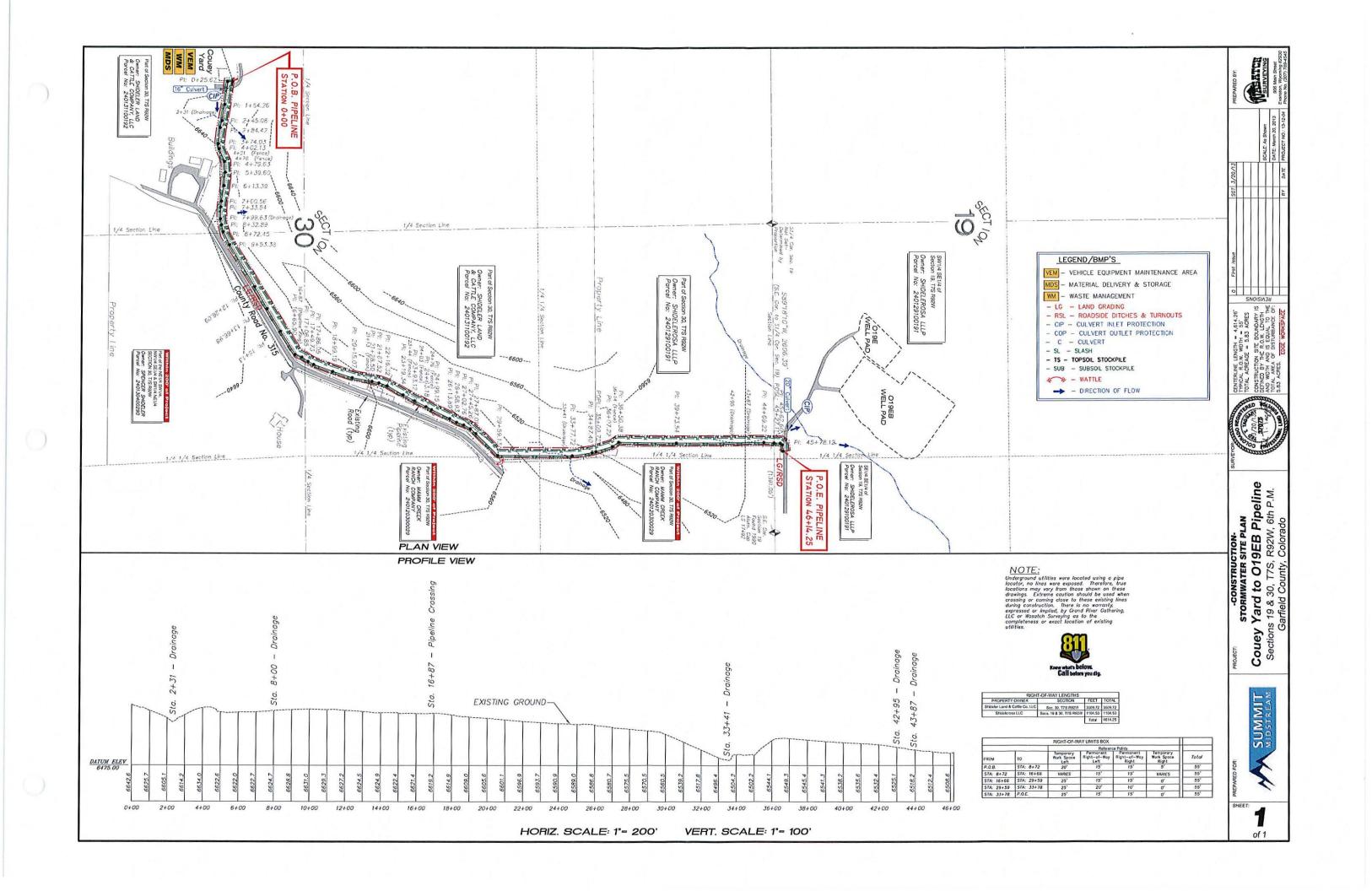


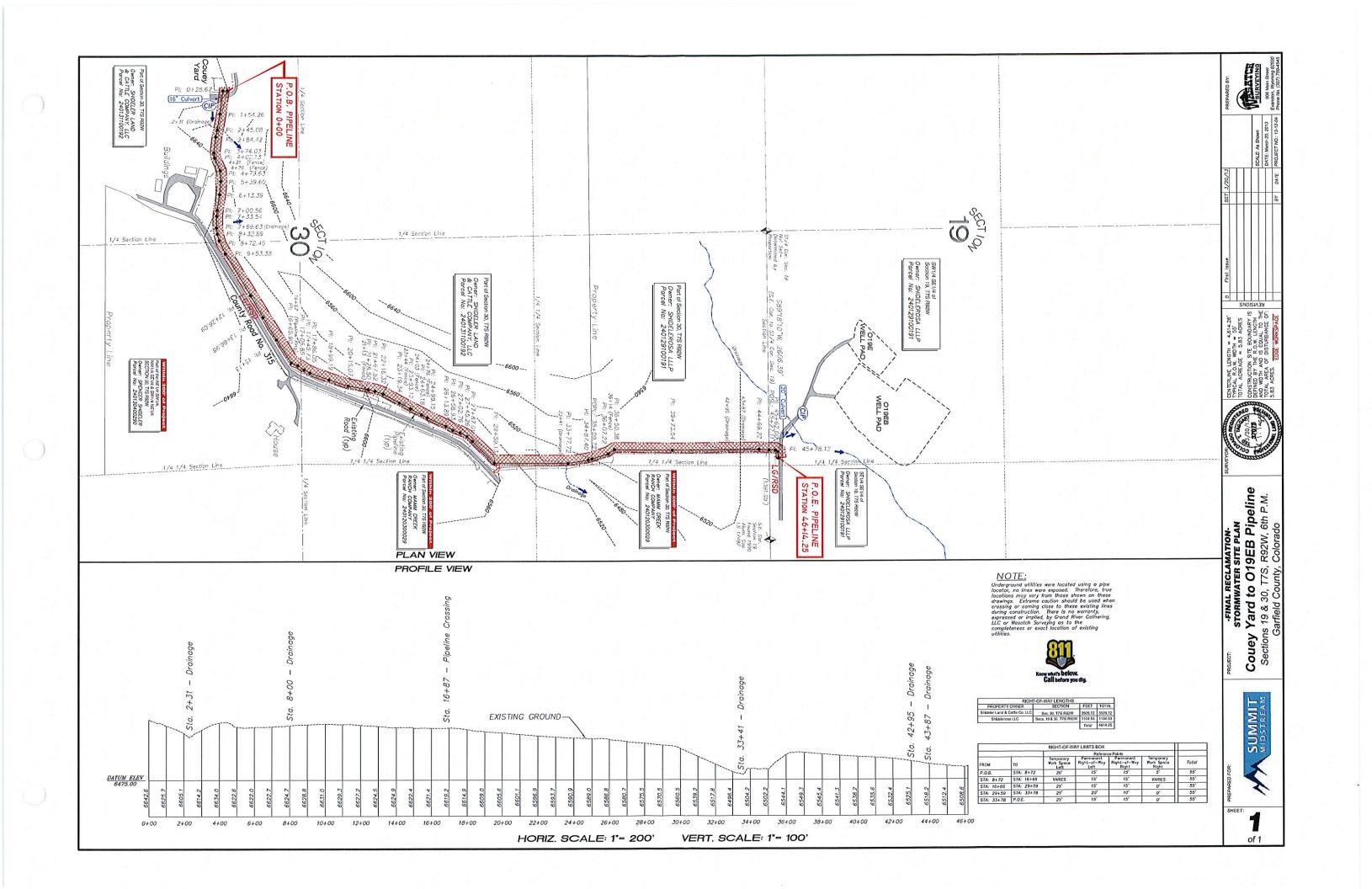
Summit Midstream Couey Yard to 019EB Pipeline Post-Construction Erosion Control Plan

Sheet 1 of 2 C5









## **LANDOWNER INFORMATION**

- Shideler Land & Cattle Company, LLC
- Shidelerosa, LLLP



#### PIPELINE EASEMENT AGREEMENT

THIS PIPELINE EASEMENT AGREEMENT ("Agreement") is effective the <u>21</u> day of March, 2013, between SHIDELER LAND AND CATTLE COMPANY, LLC, a Colorado limited liability company ("Grantor"), whose address is 9667 County Road 315, Silt, Colorado 81652, and GRAND RIVER GATHERING, LLC, a Delaware limited liability company, ("Grantee"), whose mailing address is 2128 Railroad Avenue, Rifle, Colorado 81650.

#### RECITALS

A. Grantor owns the surface of the real property in Garfield County, Colorado (the "Property"), located in:

Township 7 South, Range 92 West, 6th PM Section 30: W/2NE/4, N/2SW/4, NW/4SE/4

- B. Grantec is in the business of transporting natural gas through pipelines in the vicinity of the Property.
- C. Grantee wishes to install a single pipeline beneath the surface of the Property in accordance with the terms of this Agreement.

#### **TERMS**

THEREFORE, in consideration of the mutual covenants in this Agreement, and Grantee's agreement to pay the damages described in this Agreement, the parties agree as follows:

- 1. Grant. Grantor grants to Grantee a perpetual, non-exclusive pipeline easement thirty (30) feet in width ("Easement") across the Property as depicted on Exhibit A, to clear and excavate along a route, and to lay, construct, operate, maintain, inspect, test, repair, protect, remove and/or abandon one underground pipeline, pipeline markers, cathodic protection facilities, valves, test stations, risers, launcher and corrosion coupons necessary for the transportation of natural gas and its byproducts, including but not limited to water, condensate, crude oil, petroleum, petroleum products and derivatives thereof through pipelines. Granter also grants to Grantee a license for the use of twenty-five (25) feet parallel to and adjoining the Easement, as generally depicted on Exhibit A, for temporary use during the initial installation of the pipeline.
- 2. <u>Consideration</u>. As consideration for the grant of the Easement, Grantee shall pay Grantor a one-time payment of 100.00 dollars and other valuable consideration upon execution of this Agreement. Except as otherwise provided in this Agreement, such payment shall

#### 

03/21/2013 01:55:39 PM Jean Alberico 2 of 9 Rec Fee:\$5: 00 Doc Fee 0 00 GARFIELD COUNTY CO

constitute payment in full by Grantee for all damage to the Property associated with the construction, operation and maintenance of the pipeline within the Easement.

#### Construction.

- 3.1. Grantee shall complete installation of the pipeline and re-grading of the Property (exclusive of Grantee's rectamation obligations under Section 5) within three (3) months after the commencement of operations with heavy equipment ("Completion Date"). Grantee's failure to complete installation by the Completion Date shall result in a late fee of \$1,000.00 per day being assessed against Grantee for each day it fails to complete installation beyond the Completion Date, provided that no late fee shall be assessed if failure to complete installation is caused by inclement weather or force beyond control of Grantee. Any late fee shall be due and payable to Grantor within thirty (30) days from the day it is assessed. Grantor's rights and remedies under this subsection 3.1 are not exclusive and are cumulative with any other rights and remedies Grantor may have under this Agreement or applicable law.
- 3.2. During initial construction and installation, and at all times thereafter, the pipeline shall be accessed only via the Easement and the road adjacent to the Easement, unless alternate access is explicitly permitted by Grantor in writing.
- 3.3. Grantee shall bury the pipeline within the Easement at a depth not fewer than forty-eight (48) inches, measured from the top of the pipeline, and shall install the pipeline so that they can be detected using a commonly available metal detector, except in those areas where plastic pipe is required due to the contours of the land.
- 3.4. As part of the initial installation of the pipeline, Grantee may remove as much fence located in the Easement as is reasonably necessary for the installation of the pipeline. Grantee shall be responsible for the reconstruction of any and all fence removed, including but not limited to materials and labor. Reconstructed fences shall be installed to Grantor's specifications.
  - 3.5. Grantee shall haul off of the Property all trash.
- 3.6. Grantee shall immediately restore or repair any stream, ditch or water pipeline that is damaged during any construction on or use of the Easement so that the flow and/or delivery of water on the Property is not disrupted.
- 4. <u>Grantor's Operations</u>. During installation of the pipeline, and at all times thereafter, Grantee shall minimize disruption of, and interference with, any ranching, agriculture or other operations conducted on the Property now or in the future. Any gate used for accessing the Easement shall be closed. If Grantee fails to close any gate, Grantee is subject to \$1,000

penalty, Grantee will incur no penalty if gate is already open when accessing the Easement. No camping, hunting, recreational, or other non-pipeline related activities are allowed at any time on the Easement or the Property. Grantee will install temporary fencing and/ or livestock crossings where needed to control the movement of livestock. Grantee will abide by all posted speed limit signs, and will operate vehicles in a safe and responsible manner at all times.

- 5. Reclamation. Within a reasonable amount of time during the next growing season after installation of the pipeline, or any maintenance or repair of a pipeline that disturbs the surface of the Property, Grantee shall restore any affected area to its original pre-disturbance condition or better, and re-seed all such areas with appropriate grazing grasses or native vegetation (in Grantor's sole and absolute discretion) for ground cover and crosion control. Water bars shall be installed on any steep grades where necessary to prevent erosion of soil, as determined by Grantor in Grantor's sole and absolute discretion. All trenches, cuts and holes shall be re-filled only with original topsoil. Grantee shall immediately correct any trench settling that occurs during the term of the Easement. Grantee shall also be responsible for controlling all noxious weeds on any reclaimed area. Upon termination of the Easement in accordance with Section 8, Grantee shall drain the pipeline and cap them where they enter and exit the Property.
- 6. <u>Future Construction</u>. After initial installation of the pipeline, any future operations during which Grantee disturbs the land shall require Grantee to notify Grantor prior to commencement of operations. Grantee shall compensate Grantor for surface damages in an amount agreeable to both parties.
- 7. Compliance with Law. To the extent consistent with this Agreement, Grantee, its agents, designees, assignees and successors-in-interest shall, in connection with the use of the Easement, comply with all applicable federal, state and local laws, rules and regulations applicable to Grantee's use of the Easement, including, by way of example and not limitation, the common law and all other laws designed to protect the environment and public health or welfare.
- 8. <u>No Other Facilities</u>. Nothing in this Agreement shall be construed as granting Grantee the right to place any compressors, pipelines, valves, equipment, facilities or other improvements of any nature not listed in this agreement on the surface of the Property.
- 9. Term of Grant. The Easement shall continue until: (i) the parties' mutual, written agreement to terminate this Agreement, (ii) Grantee's written surrender of the Easement, or (iii) Grantee's non-use of the pipeline or Easement for three (3) consecutive years. Upon termination or surrender of the rights granted under this Agreement, Grantee shall execute and deliver to Grantor, within thirty (30) days after written demand therefor, an acknowledgment that this Agreement has been terminated.
- 10. <u>Liability of Grantee</u>. Grantee shall be liable for any injury to persons, property or livestock caused by or incident to the operations of Grantee, its agents, employees, contractors or

subcontractors on the Property, or any extraordinary damages due to spills of materials, explosions or any other harmful activity of Grantee. Grantee shall indemnify and hold harmless Grantor from and against any and all liability, damages, costs, expenses, fines, penalties and fees (including without limitation attorney and consultant fees) incurred by or asserted against Grantor arising from or regarding or relating to (i) the operations of Grantee, its agents, employees, contractors or subcontractors on the Property or (ii) any other rights granted by this Agreement. Such indemnification shall extend to and encompass, but shall not be limited to, all claims, demands, actions or other matters that arise under the common law or other laws designed to protect the environment and public health or welfare. Grantee shall defend Grantor or reimburse Grantor as expenses are incurred for Grantor's defense against any claims, demands, actions or other matters, whether brought or asserted by federal, state or local governmental bodies or officials, or by private persons, which are asserted pursuant to or brought under any such laws. All of Grantee's obligations stated in this Section 9 shall survive termination of this Agreement.

- 11. <u>Insurance</u>. Grantee shall keep its operations insured, or comply with applicable self-insurance laws and regulations, for automobile, liability and workmen's compensation insurance, and for any damages incurred on the Property.
- 12. Grantee Liens. Grantee shall, at its sole expense, keep the Property free and clear of all liens and encumbrances resulting from Grantee's and its agents' activities on the Property, and shall indemnify and hold harmless Grantor from and against any and all liens, claims, demands, costs and expenses, including, without limitation, attorney fees and court costs, in connection with or arising out of any work done, labor performed, or materials furnished. Notwithstanding anything in this Agreement to the contrary, Grantee shall have the right and power to hypothecate, mortgage, pledge or encumber its interest in this Agreement.
- 13. No Warranty of Title. This Agreement is made subject to any and all existing casements, rights-of-way, liens, agreements, burdens, encumbrances, restrictions and defects in title affecting the Property. Grantor does not in any way warrant or guarantee title to the Property.
- 14. Non-Exclusive Use and Reservations. All rights granted in this Agreement are limited to the specific grants described in this Agreement. Grantor reserves to itself and its successors and assigns all rights not specifically granted to Grantee in this Agreement, including the right to the use and enjoyment of the surface of the Easement, so long as such use does not unreasonably hinder, conflict with, or interfere with Grantee's rights under this Agreement. Grantor agrees not to substantially change the grade over the Easement, and shall not build, create, construct, or permit to be built, created, or constructed, any permanent building or lake over the Easement.
- 15. <u>Waiver</u>. The failure of either party to enforce any of its rights under this Agreement upon any occasion shall not be deemed a waiver of such rights on any subsequent

occasion(s). The waiver, either express or implied, by any party of any of the rights, terms or conditions in this Agreement shall not be deemed as or constitute a waiver of any other rights, terms or conditions in this Agreement. Any waiver, in order to be valid and effective, must be in writing.

- 16. <u>Survival of Obligations</u>. All obligations, indemnifications, duties and liabilities undertaken by Grantee under this Agreement shall survive the termination of this Agreement.
- 17. <u>Merger of Prior Agreements</u>. This Agreement is the definitive understanding among the parties and supersedes and replaces all prior discussions, negotiations, commitments, and understandings relating to the subject of this agreement.
- 18. Amendments. This Agreement may only be amended by the written agreement of both parties. This Agreement cannot be amended or terminated orally.
- 19. <u>Headings</u>. Section headings or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision.
- 20. <u>Construction</u>. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa; and the masculine gender shall include the feminine and neuter genders, and vice versa. The provisions of this Agreement have been independently, separately and freely negotiated by the parties as if drafted by both of them. The parties waive any statutory or common law presumption that would serve to have this Agreement construed in favor of or against either party.
- 21. Applicable Law and Attorney Fees. This Agreement and the rights of the parties under it shall be governed by and interpreted in accordance with the laws of the State of Colorado, by the District Court of Garfield County, Colorado. In the event of a dispute involving or related to any term or condition of this Agreement, the non-breaching party shall be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual damages.
- 22. <u>Heirs, Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. The Easement granted in this Agreement shall run with the land and is not a personal covenant; provided, however, that assignment by Grantee of some or all of its rights hereunder shall not release Grantee from liability under this Agreement, unless specifically released by Grantor in writing.

## BUILTHY PLANTAGE THE GLASS CHART HAS A HAR BELLIN Reception#: 832987 03/21/2013 01:65:39 PM Jean Alberico 6 of 9 Rec Fee 851 00 Doo Fee 0 00 GARFIELD COUNTY CO

#### **GRANTOR:**

SHIDELER LAND AND CATTLE, LLC

John Shideler Manager

COUNTY OF GAR

The foregoing instrument was acknowledged before me this 20 day of Mozor, 200, by John Shideler as Manager of Shideler Land and Cattle Company, I.I.C, Grantor.

Witness my hand and official seal.

My Commission Expires: 

4//xet6

(Seal)

JARROD BARNARD Notary Public State of Colorado

#### BELLIN SALT IN TANANTAL VIOLENT UNITE UNITE L'HANCEL MAINE L'HANC L'HANC HANC MAINE MAINE BELL HANC

03/21/2013 01:55 39 PM Jean Alberton 1 of 7 Red Fee:\$41 00 Doc Fee 0.00 GARFIELD COUNTY CO

PROJECT: 019EB 12" Extension from the Couey VY

TRACT NUMBER: 2

**COUNTY:** Garfield

#### PIPELINE RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged. SHIDELEROSA LLLP. 1411 CR 316 Silt. CO 81652 "GRANTOR", hereby grants unto GRAND RIVER GATHERING, LLC 2128 Railroad Avenue, Ste. #106, Rifle, CO 81650 "GRANTEE" its successors and assigns, a non-exclusive easement, right-of-way and the right to lay, maintain, inspect, repair, replace, erect, operate, and remove one pipeline and such drips, valves, fittings, meters, and other equipment appurtenances as may be necessary for the operation, over, through, upon, under and across the following described lands located in Garfield County. Colorado, to-wit:

Township 7 South, Range 92 West, 6th P.M.

Section 19: SW4SE4

Section 30: NW4NE4

# IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

- In addition to the consideration hereinabove stated, Grantee agrees to pay Grantor Ten Dollars and other good and valuable consideration as damages to the growing foliage for the initial installation of said pipeline. Damages caused by future excavations or operations shall be settled by mutual consent.
- 2. Immediately after installation of the pipeline. Grantee agrees to restore the ground by adequately tamping and packing to a condition as nearly as possible, as it existed prior to the installation of the pipeline. Grantee will maintain the easement so as to minimize any crosion problems that arise due to construction of the pipeline.
- 3. Grantee agrees that any pipeline installed shall be at a minimum depth of 48 inches below the surface of the ground. The right-of-way granted shall be fifteen (15.00) feet of either side of the centerline hereof, except that during the initial installation of the pipeline. Grantor, for the consideration stated above, hereby grants unto the Grantee the right to access the right-of-way twenty-five (25) feet, for an additional temporary work space, on either side of the centerline described in Exhibit "A" hereof as it runs through the above referenced lands. The Additional right-of-way and right of access shall in no case endure for a period in excess of one hundred eighty days from the date hereof or the completion of initial installation, whichever period is shorter.
- 4. All equipment or appurtenances to the pipeline, which shall be on or above the surface of the ground, as shown on the attached lixhibit "B" shall be installed in a manner to protect the Grantor's livestock when necessary. Any above ground installations will be made with the written consent of Grantor. No compressors shall be installed above described property without written consent of the Grantor.
- 5. Grantee agrees that during construction of said pipeline, livestock crossing will be provided where necessary. Further, all fences that must be severed or removed for installation and maintenance will be reinforced prior to severing adjacent to where the cut is made to prevent damage to the fence line Temporary gates to proclude the escape of Grantor's livestock shall be installed where necessary. All fences that are cut or removed shall be restored in as good a condition as existed prior to installation of the pipeline.
- 6. The right-of-way easement herein granted shall terminate and all rights there under shall revert to Grantor when the pipeline located therein has not been used by Grantee for a period of one (1) year, except when non-use is caused by acts or circumstances beyond the control of Grantee.
- 7. Grantee shall pay the costs of recording and surveying said easement.
- Grantor will not hold Grantee liable for damages incurred by Grantor as a result of Grantor's activities on the easement not compatible with the purposes contemplated herein.
- 9. Grantee will indemnify and hold harmless Grantor for any legal actions as a consequence of Grantee's

activities

- 10. The rights granted herein may be assigned in whole or in part.
- 11. This Agreement shall be binding upon heirs, successors, and assigns of Grantee and Grantor and shall be a covenant running with this land.
- 12 Grantee agrees to re-seed this easement after construction is completed until a cover crop is started to prevent erosion.
- 13. Gates shall be kept closed at all times and no cattle guards shall be installed on the property unless written consent is granted by the Grantor.
- 14 Grantee agrees to keep the pipeline right-of-way site clean and kept as natural as possible to the satisfaction of the owners. No junk, trash, debris or waste products shall be left on the surface or buried on the property.
- 15. Any pipeline constructed shall be buried four (4) feet underground. Any pipeline that becomes exposed shall be repaired immediately.
- 16. No firearms or dogs shall be permitted on the property.
- Grantee shall be responsible for damages not mentioned in this agreement which are the result of Grantee's
  operations.
- 18. No person or vehicle shall ever leave the road right-of-way.
- 19. When constructing the pipeline on the above described property, any topsoils shall be segregated and replaced. At the discretion of the Grantor, any rocks shall be buried or put into drainage areas designated by Grantor.
- 20. Final reclamation shall be conducted pursuant to the then existing Colorado Oil and Gas Conservation Commission rules and regulations. Upon termination or abandonment of this pipeline, Grantor agrees to disconnect all pipelines from any producing source, blow out the line and fill the line with water.
- 21. Grantee agrees to maintain minimal noise levels during the construction and operation of this pipeline.

GRANTOR:

SHIDELEROSA LLLP

Name: Barry C. Shidler Title: General Partner

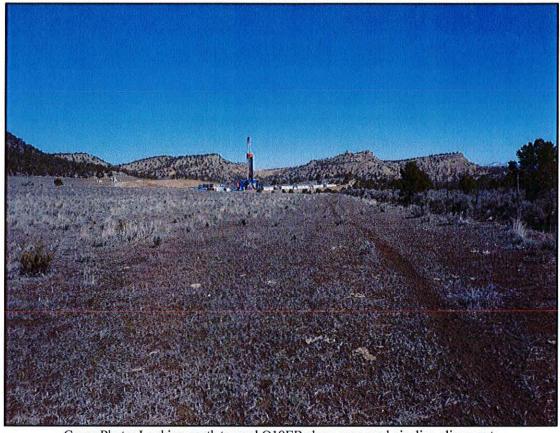
50032

Notary Page to Pipeline Right-c SHIDELEROSA LLLP and Gr	of-Way Grant dated the of March, 2013, by and between and River Gathering, LLC.
IN WITNESS WHEREOF: March, 2013.	Orantor has executed this agreement this 21 day of
######################################	
	ACKNOWLEDGMENT
STATE OF COLORADO	)
COUNTY OF GARFIELD	) ss. }
C. Shideler as General Part	s acknowledged before me this $\frac{J}{I}$ day of March, 2013, by Barry ner of SHIDELEROSA LLLP known to me to be the person ed the foregoing instrument, and who acknowledged to me that he
Witness my hand and official	seal.
	NOTARY PUBLIC PU
My Commission expires:	9-30.13
My address is: GLENWOOD	Seames Co

## **COUEY YARD TO 019EB PIPELINE**

# INTEGRATED VEGETATION AND NOXIOUS WEED MANAGEMENT PLAN

## GARFIELD COUNTY, COLORADO



Cover Photo: Looking north toward O19EB along proposed pipeline alignment.

Prepared for:
Summit Midstream Partners
Rifle, CO

Prepared by:
WestWater Engineering
2516 Foresight Circle #1
Grand Junction, CO 81505
(970)241-7076

March 2013

#### 1.0 INTRODUCTION

#### 1.1 Project Description

At the request of Summit Midstream Partners, LLC. (Summit), WestWater Engineering (WWE) has prepared an Integrated Vegetation and Noxious Weed Management Plan for the proposed Couey Yard to O19EB gas pipeline project. The project would be located entirely on privately owned lands within Garfield County, Colorado southeast of Rifle.

The legal location of the pipeline is as follows (Figure 1):

Sixth Principal Meridian

Sections 19 and 30, Township 7 South, Range 92 West

The project area can be accessed via Garfield County Road 315. The current primary uses of the land are natural gas development, agriculture, rangeland, and wildlife habitat.

#### 1.2 General Survey Information

Noxious weed surveys were conducted along the proposed pipeline on March 18, 2013. Surveys were conducted prior to the typical growing and flowering season for most noxious weeds; however the previous year's stalks could be identified at the time of surveys. Portions of the pipeline alignment were still snow covered at the time of surveys which made identification of rosettes impossible. Survey findings and locations of noxious weeds are provided in this report (Appendix A). Additionally, this report provides recommendations for the management of noxious weeds found along the pipeline alignment. Noxious weeds were recorded using handheld GPS units in datum: NAD83, Zone 13.

#### 2.0 LANDSCAPE SETTING

#### 2.1 Terrain

The project would be located along the mesas and benches above Mamm Creek (Figure 1). Elevation in the project area is approximately 6,600 feet.

#### 2.2 Vegetation

The majority of the pipeline alignment would parallel revegetated pipeline corridors along Garfield County Road 315, consisting of sagebrush shrublands, scattered pinyon/juniper trees, and mixed mountain shrublands. Common plants observed in the project area are described in Table 1.

Table 1. Common Plants Observed within Project Area.

Scientific name	Common Name	Abundance*
Agropyron cristatum	Crested wheatgrass	XX
Artemesia tridentata wyomngensis	Basin big sagebrush	XXX
Bassia prostrata	Kochia	XX
Bromus tectorum	Cheatgrass	XX
Cercocarpus montanus	Mountain mahogany	XX

Scientific name	Common Name	Abundance*
Ericameria nauseosa	Rubber rabbitbrush	XX
Grindelia spp.	Gumweed	XX
Melilotus officinalis	Yellow sweetclover	XX
Pascopyrum smithii	Western wheatgrass	XX
Quercus gambelii	Gambel oak	XX
Salsola spp.	Russian thistle	XX
Symphoricarpos oreophilus	Mountain snowberry	X

<sup>\*</sup>x=least abundant, xx=moderately abundant, xxx=most abundant

#### 3.0 NOXIOUS WEEDS

#### 3.1 Introduction to Noxious Weeds

Noxious weeds are plants that are not native to an area. Most noxious weed species were introduced from Europe or Asia, either accidentally or as ornamentals that have escaped. Once these non-natives are established in a new environment they tend to spread quickly because the insects, diseases, and animals that normally control them are absent. Noxious weeds are spread by man, animals, water, and wind. Prime locations for the establishment of noxious weeds include: roadsides, sites cleared for construction, areas that are overused by animals or humans, wetlands, and riparian corridors. Subsequent to soil disturbances, vegetation communities can be susceptible to infestations of invasive or exotic weed species. Vegetation removal and soil disturbance during construction can create optimal conditions for the establishment of invasive non-native species. Construction equipment traveling from weed infested areas into weed free areas could disperse noxious or invasive weed seeds and propagates, resulting in the establishment of these weeds in previously weed free areas.

The Colorado Noxious Weed Act (State of Colorado 2005) requires local governing bodies to develop noxious weed management plans. The State of Colorado and Garfield County maintain a list of plants that are considered to be noxious weeds. The State of Colorado noxious weed list includes three categories: List A, List B, and List C. List A species must be eradicated whenever detected. List B species include weeds whose spread should be halted. List C species are widespread, but the State will assist local jurisdictions which choose to manage those weeds. Garfield County has developed a weed management program and has compiled a list of noxious weeds in their county (Garfield County 2002).

#### 3.2 Observations

Noxious weeds observed along the pipeline alignment include cheatgrass, houndstongue, bull thistle, and musk thistle. Noxious weeds recorded during surveys are shown on Figure 1 and described in Appendix A. Due to the scattered abundance of cheatgrass this species was not recorded with GPS units.

Houndstongue was observed scattered along the southern portion of the pipeline, while bull thistle and musk thistle were observed in low densities near the crossing of a tributary to Middle Mamm Creek (Figure 1). Cheatgrass was observed throughout the survey area in moderate densities.

#### 3.3 Integrated Weed Management

Control of invasive species is a difficult task and requires intensive ongoing control measures. Care must be taken to prevent damage to desirable plant species during treatments to avoid further infestations by other pioneer invaders. Weed management is best achieved through a variety of methods over a long period of time including: inventory (surveys), direct treatments, prevention through best management practices, monitoring of treatment efficacy, and subsequent detection efforts. Weed management is often done primarily to control existing species and to prevent further infestations (existing and new species) rather than eradication. After successful and effective management, decreases in infestation size and density can be expected, and after several years of successful management practices eradication is sometimes possible.

#### 3.4 Prevention and Assessment of Noxious Weed Infestations

Weed management is costly and heavy infestations may exceed the economic threshold for practical treatment. Prevention is especially valuable in the case of noxious weed management. Several simple practices should be employed to prevent most weed infestations. The following practices should be adopted for any activity to reduce the costs of noxious weed control through prevention:

- Prior to delivery to the site, equipment should be thoroughly cleaned of soils remaining from previous construction sites which may be contaminated with noxious weeds.
- If working in sites with weed seed contaminated soil, equipment should be cleaned of potentially seed bearing soils and vegetative debris at the infested area prior to moving to uncontaminated terrain.
- All maintenance vehicles should be regularly cleaned of soil.
- Avoid driving vehicles through areas where weed infestations exist.

Assessment of the existence and extent of noxious weeds for an area is essential for the development of an integrated weed management plan. This report provides an initial assessment of the occurrence of noxious weeds for the project area. In order to continue effective management of noxious weeds, further inventory and analysis is necessary to 1) determine the effectiveness of the past treatment strategies; 2) modify the treatment plan if necessary; and 3) detect new infestations early, resulting in more economical treatments.

#### 3.5 Treatment and Control of Noxious Weed Infestations

Control methods for the listed noxious weed species found in the project area are described in Table 2.

Table 2. Weed Control Methods

Common Name Scientific Name USDA Symbol	Туре*	Control Methods		
Cheatgrass Bromus tectorum BRTE	A	Eliminate seed source. Re-vegetate with native grasses. Herbicide treatment in early spring and fall. Avoid overgrazing.		
Houndstongue Cynoglossum officinale CYOF	В	Reseed disturbed sites with fast growing grasses, physical removal of plants at flowering or early seed formation, herbicides at pre-bud or rosette stage.		
Musk thistle Carduus nutans CANU4	В	Prevent seed production by applying herbicides during the spring or fall to rosettes up to the early flower growth stage		
Bull Thistle Cirsium vulgare CIVU	В	Mow or hand cutting at bolting or early flowering; Cut and bag mature seed heads. Herbicides in rosette stage; tilling in the rosette stage.		

<sup>\*</sup> Type: A = annual; B = biennial; P = perennial; Bold = Garfield County List

#### 3.6 Recommended Treatment Strategies

It is important to know whether the target is an annual, biennial, or perennial to select strategies for effective control and eradication. Treatment strategies are different depending on plant type, and are summarized in Tables 3 and 4. Herbicides should not always be the first treatment of choice when other methods can be effectively employed.

Table 3. Treatment Strategies for Annual and Biennial Noxious Weeds

Target: Prevent Seed Production

- 1. Hand grub (pull), hoe, till, cultivate in rosette stage and before flowering or seed maturity. If seeds develop, cut and bag seed heads.
- 2. Cut roots with a spade just below soil level.
- 3. Treat with herbicide in rosette or bolting stage, before flowering.
- 4. Mow biennials after bolting stage but before seed set. Mowing annuals will not prevent flowering but can reduce total seed production.

(Sirota 2004)

#### **Table 4. Treatment Strategies for Perennials**

#### Target: Deplete nutrient reserves in root system, prevent seed production

- 1. Allow plants to expend as much energy from root system as possible. Do not treat when first emerging in spring but allow growth to bud/bloom stage. If seeds develop cut and bag if possible.
- 2. Herbicide treatment at bud to bloom stage or in the fall (recommended after August 15 when natural precipitation is present). In the fall plants draw nutrients into the roots for winter storage. Herbicides will be drawn down to the roots more efficiently at this time due to translocation of nutrients to roots rather than leaves. If the weed patch has been present for a long period of time another season of seed production is not as important as getting the herbicide into the root system. Spraying in fall (after middle August) will kill the following year's shoots, which are being formed on the roots at this time.
- 3. Mowing usually is not recommended because the plants will flower anyway, rather, seed production should be reduced. Many studies have shown that mowing perennials and spraying the regrowth is not as effective as spraying without mowing. Effect of mowing is species dependent therefore it is imperative to know the species and its basic biology. Timing of application must be done when biologically appropriate, which is not necessarily convenient.
- 4. Tillage may or may not be effective. Most perennial roots can sprout from pieces only 0.5 inch -1.0 inch long. Clean machinery thoroughly before leaving the weed patch.
- 5. Hand pulling is generally not recommended for perennial species unless you know the plants are seedlings and not established plants. Hand pulling can be effective on small patches but is very labor intensive because it must be done repeatedly.

(Sirota 2004)

Some weeds, particularly annuals and biennials, can develop resistance to herbicides. The ability to quickly develop immunity to herbicides, especially when they are used incorrectly, makes it imperative to use the proper chemicals at the correct time in the specified concentration. Most misuse is centered on excessive application either in concentration or frequency. This results in mostly top kill and an immune phenotype.

**Construction:** The following best management practices will be adopted for any construction project to reduce the cost of noxious weed control and aid in prevention efforts:

- Top soil, where present, will be segregated from deeper soils and replaced as top soil on the final grade, a process known as live topsoil handling;
- Wetland vegetation will be live handled like sod, temporarily watered if necessary, and placed over excavated sub-soil relative to the position from which the wetland sod was removed;
- Cut-off collars will be placed on all wetland and stream crossings to prevent back washing or draining of important aquatic resources;
- In all cases temporary disturbance will be kept to an absolute minimum;

- Equipment and materials handling will be done on established sites to reduce area and extent of soil compaction;
- Disturbances will be reseeded at the appropriate time and with the recommended mix as outlined in the revegetation and reclamation section of this document;
- Topsoil stockpiles will be seeded with non-invasive sterile hybrid grasses if stored longer than one growing season;
- Prior to delivery to the site, equipment will be cleaned of soils remaining from previous construction sites which may be contaminated with noxious weeds;
- If working in sites with weed-seed contaminated soil equipment will be cleaned of
  potentially seed-bearing soils and vegetative debris prior to moving to
  uncontaminated terrain.

**Herbicides:** Annual and biennial weeds are best controlled at the pre-bud stage after germination or in the spring of the second year. Several of the species identified in the survey are susceptible to commercially available herbicides. Selective herbicides are recommended to minimize damage to desirable grass species.

Professionals or landowners using herbicides must use the concentration specified on the label of the container in hand. Herbicides generally do not work better at higher concentrations. Most herbicide failures observed by WWE are related to incomplete control caused by high concentrations killing top growth before the active ingredient can be transported to the roots through the nutrient translocation process. Most herbicide applications should use a surfactant, if directed on the herbicide label, or other adjuvant as called for on the herbicide label. A certified commercial applicator is a good choice for herbicide control efforts. Restricted herbicides require a state licensed applicator. An applicator has the full range of knowledge, skills, equipment, and experience desired when dealing with tough noxious weeds.

Mechanical: Small isolated infestations of weed species can often be controlled with cutting and digging by hand. For dense or more extensive infestations, mechanical treatments can be useful in combination with chemical control. Effectiveness of mechanical control can often be increased by severing the root just below the crown of noxious weeds. Weeds that easily resprout from rootstocks, such as Canada thistle and Russian knapweed, may increase rather than decrease if mechanical control is the only method used.

**Grazing:** In the event grazing is allowed in the project area it should be deferred in reclaimed areas until the desired plant species that have been seeded are established.

Alternative Methods: Biological control of noxious weeds may be feasible for some weed species found along the proposed pipeline alignment.

An alternative method to assist revegetation, particularly where there is poor or destroyed topsoil, is the application of vesicular-arbuscular mycorrhizal fungi, typically referred to as AMF. These fungi, mostly of the genus *Glomus*, are symbiotic with about 80 percent of all vegetation. Endo-mycorrhizal fungi are associated mostly with grasses and forbs and could be helpful when reclaiming this project. In symbiosis, the fungi increase water and nutrient transfer

capacity of the host root system by as much as several orders of magnitude (Barrow and McCaslin 1995).

Over-the-counter commercial AMF products, which are better adapted to coating seeds when reseeding and treating roots of live seedling trees and shrubs at time of planting, come in powder -form and are available from many different sources. Some also come in granular form to be spread with seed from a broadcast spreader. The best AMF products should contain more than one species.

All Colorado State Forest Salida District tree and shrub plantings include the application of AMF (Tischler 2006). Most, if not all, Colorado Department of Transportation revegetation/reseeding projects now require use of AMF and BioSol, a certified by-product of the penicillin manufacturing process composed primarily of mycelium.

Compacted soils respond well to fossilized humic substances and by-products called humates. These humates, including humic and fulvic acids and humin were formed from pre-historic plant and animal deposits and work especially well on compacted soils when applied as directed.

**Monitoring**: Areas where noxious weed infestations are identified and treated will be inspected over time to ensure that control methods are working to reduce and suppress the identified infestation. The sites will be monitored until the infestations are eliminated or reduced to acceptable levels. These inspections can then be used to prioritize future weed control efforts.

#### 4.0 REVEGETATION - RECLAMATION

WWE recommends using the seed mix attached in Appendix B (BLM 2007). Seeding rates should be doubled for broadcast application. The preferred seeding method using a multiple seed bin rangeland drill. In areas with slope greater than 3%, imprinting of the seed bed is recommended. Imprinting can be done in the form of dozer tracks or furrows perpendicular to the direction of slope. When hydro-seeding or mulching, imprinting should be done prior to seeding unless the mulch is to be crimped into the soil surface. If broadcast seeding and harrowing, imprinting should be done as part of the harrowing. Furrowing can be done by several methods, the most simple of which is to drill seed perpendicular to the direction of slope in a prepared bed. Other simple imprinting methods include deep hand raking and harrowing, always perpendicular to the direction of slope.

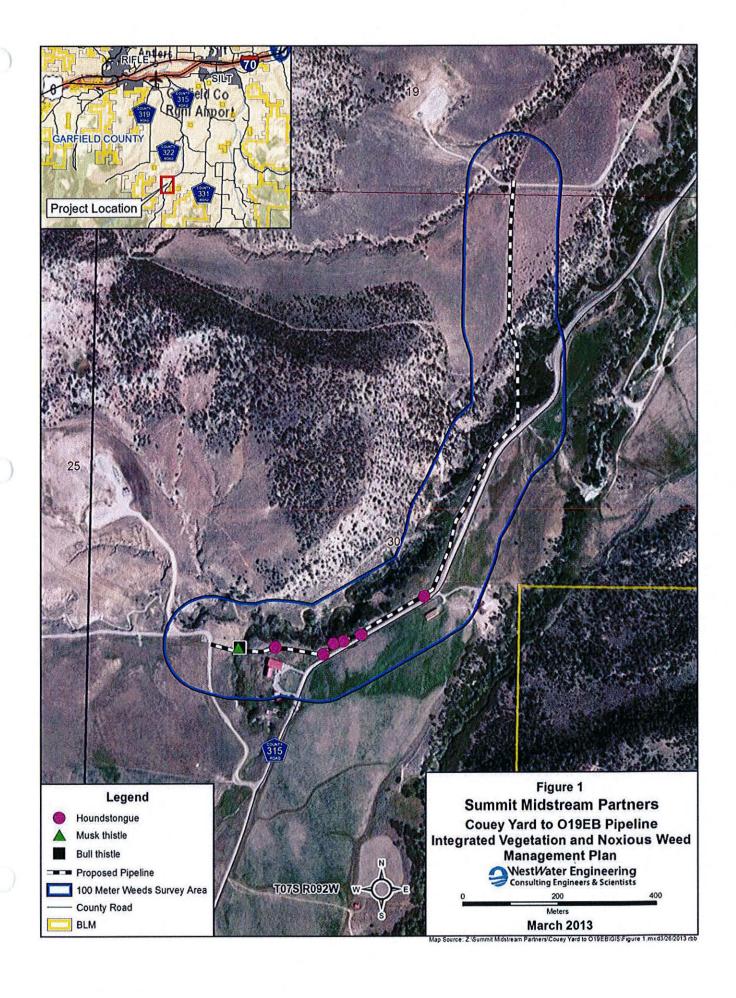
Alternative seeding methods include, but are not limited to:

- Harrow with just enough soil moisture to create a rough surface, broadcast seed and reharrow, preferably at a 90 degree angle to the first harrow,
- Hydro-seeding (most economical in terms of seed cost), and
- Hand raking and broadcast followed by re-raking at a 90 degree angle to the first raking.

These are not the only means of replanting the site. However, these methods have been observed to be effective in similar landscapes.

#### 5.0 REFERENCES

- Barrow, J. R., and Bobby D. McCaslin. 1995. Role of microbes in resource management in arid ecosystems. In: Barrow, J. R., E. D. McArthur, R. E. Sosebee, and Tausch, R. J., comps. 1996. Proceedings: shrubland ecosystem dynamics in a changing environment. General Technical Report, INT-GTR-338, Ogden, Utah: U.S. Department of Agriculture, U.S. Forest Service, Intermountain Resource Station, 275 pp.
- BLM. 2007. BLM Energy Office Revegetation Requirements, Letter April 16, 2007. Bureau of Land Management, Glenwood Springs Energy Office, Glenwood Springs, CO.
- Garfield County. 2002. Garfield County Vegetation Management and Garfield County Weed Advisory Board. Garfield County Noxious Weed Management Plan, Resolution #2002-94, October 21.
- Sirota, J. 2004. Best management practices for noxious weeds of Mesa County. Colorado State University, Cooperative Extension Tri River Area, Grand Junction, Colorado. URL: http://www.coopext.colostate.edu/TRA/Weeds/weedmgmt.html
- State of Colorado. 2005. Rules pertaining to the administration and enforcement of the Colorado Noxious Weed Act, 35-5-1-119, C.R.S. 2003. Department of Agriculture, Plant Industry Division, Denver, 78 pp.
- Tischler, Crystal. 2006. District Forester, Colorado State Forest Service, Salida, Colorado. Personal communication with Bill Clark, WestWater Engineering, Grand Junction, Colorado.



APPENDIX A

UTM LOCATIONS OF NOXIOUS WEEDS OBSERVED IN PROJECT AREA

Date	Northing	Easting	Quantity	Species Common Name
3/18/13	4366453	266651	10-20	Musk Thistle
3/18/13	4366454	266654	10-100	Bull Thistle
3/18/13	4366454	266730	1-10	Houndstongue
3/18/13	4366440	266831	10-100	Houndstongue
3/18/13	4366461	266851	10-100	Houndstongue
3/18/13	4366466	266873	10-100	Houndstongue
3/18/13	4366480	266909	10-100	Houndstongue
3/18/13	4366558	267040	10-100	Houndstongue

#### APPENDIX B

#### Recommended Seed Mix

#### Pinyon-Juniper Woodland and/or Mountain/Wyoming Big Sagebrush Shrubland

Common Name	Scientific Names	Variety	Season	Form	PLS lbs/acre*
Plant the Following (10%	Fotal)			<u> </u>	<u> </u>
Indian Ricegrass	Achnatherum [Oryzopsis] hymenoides	Nezpar, Paloma, Rimrock	Cool	Bunch	1.9
and Both of the Following	(15% Each, 30% Total)		-J		
Galleta	Pleuraphis [Hilaria] jamesii	Viva florets	Warm	Bunch	2.5
Bluebunch Wheatgrass	Pseudoroegneria spicata, Agropyron spicatum	Secar, P-7, Anatone	Cool	Bunch	2.8
and One of the Following (	20% Total)	<u>l </u>	ı		
Thickspike Wheatgrass	Elymus lanceolatus ssp. lanceolatus, Agropyron dasystachyum	Critana, Schwendimar	Cool	Sod-forming	3.4
Slender Wheatgrass	Elymus trachycaulus, Agropyron trachycaulum	San Luis	Cool	Bunch	3.3
and Two of the Following (	40% Total)		<u> </u>		
Muttongrass	Poa fendleriana		Cool	Bunch	0.6
Sandberg Bluegrass	Poa sandbergii, Poa secunda		Cool	Bunch	0.6
Bottlebrush Squirreltail	Elymus elymoides, Sitanion hystrix	<del> </del>	Cool	Bunch	2.7

<sup>\*</sup>Based on 60 pure live seeds (PLS) per square foot, drill-seeded. Double this rate (120 PLS per square foot) if broadcast or hydroseeded.

WestWater Engineering

Appendix B

March 2013

- IVNWMP (Integrated Vegetation and Noxious Weed Management Plan)
- Permit Bond (Revegetation Security)

# STATE OF COLORADO

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT WATER QUALITY CONTROL DIVISION TELEPHONE: (303) 692-3500



# CERTIFICATION TO DISCHARGE UNDER CDPS GENERAL PERMIT COR-0300000 STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES

Certification Number: COR03I403

This Certification to Discharge specifically authorizes:

**Grand River Gathering LLC** 

to discharge stormwater from the facility identified as

Mamm Creek

to:

see application - Colorado River

**Construction Activities:** 

Oil and Gas Production and/or Exploration,

**Facility Located at:** 

s of I-70, e of Beaver Creek Rd, w of CR 342, n of Mesa County line,

Rifle, Garfield County, CO 81650

Latitude: 39.454, Longitude: -107.719

Certification is effective: 11/15/2011

Certification Expires: 6/30/2012

This certification under the permit requires that specific actions be performed at designated times. The certification holder is legally obligated to comply with all terms and conditions of the permit.

Signed,

Nathan Moore

Construction/MS4/Pretreatment Unit Manager

Water Quality Control Division

# STATE OF COLORADO

Colorado Department

of Public Health and Environment

John W. Hickenlooper, Governor Christopher E. Urbina, MD, MPH Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Denver, Colorado 80246-1530 Laboratory Services Division 8100 Lowry Blvd.

Phone (303) 692-2000 Located in Glendale, Colorado Denver, Colorado 80230-6928

ado (303) 692-3090

http://www.cdphe.state.co.us

June 21, 2012

Brock Degeyter, Sr VP Grand River Gathering LLC 2100 McKinney Ave Ste 1250 Dallas, TX 75201

RE:

Renewal of Permit/Certification Administrative Continuation

For: Mamm Creek

Located at: I-70 & Beaver Creek Rd, Rifle, Garfield County

Permit No.: COR031403

Dear Mr. Degeyter;

The Division has received an application to renew the above permit/certification. It has been determined that there is sufficient information to make this permit/certification eligible for renewal. More information may be requested by the Division as progress is made in developing a new permit/certification for the above listed facility. This information must be made available to the Division when requested to complete the permit process.

The Division is currently in the process of developing a new permit or master general permit and associated certification for the above permitted facility. The development and review procedures required by law have not yet been completed. When the discharge permit issued to you for your facility expired on **June 30, 2012** your permit is administratively continued and remains in effect under Section 104(7) of the Administrative Procedures Act, C.R.S. 1973, 24-4-101, et seq (1982 repl. vol. 10) until the new permit/certification is issued and effective.

All effluent permit terms and conditions in your current permit will remain in effect until your new permit/certification is issued and effective.

PLEASE KEEP THIS LETTER WITH YOUR PERMIT AND SWMP TO SHOW CONTINUATION OF PERMIT COVERAGE.

Sincerely,

Debbie Jessop Permits Section

WATER QUALITY CONTROL DIVISION

xc: Permit File