

## CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT (“Agreement”), dated December 19, 2024 (“Effective Date”), is entered by and between Arapahoe County, Colorado with an address of 6924 South Lima Street, Centennial, Colorado 80112 (“Arapahoe”), and WES DJ Gathering LLC (“WES”), with an address of 9950 Woodloch Forest Drive, Suite 2800, The Woodlands, Texas 77380. Arapahoe and WES are each referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

### I. RECITALS

WHEREAS, Arapahoe owns the surface estate of County Road 129 located in a portion of Township 4 South, Range 63 West, 6th P.M. Section 32 & 33 and Township 5 South, Range 63 West, 6th P.M. Section 4 & 5, as depicted on attached Exhibit “A,” incorporated herein by reference (the “Road”);

WHEREAS, Arapahoe claims that WES has caused damage to the Road between January and June 2024 due to trucking operations as part of WES’s remediation project on property that is adjacent to the Road, and that such damage gives rise to Arapahoe’s claims against WES (the alleged actions, damages, liabilities, and claims are referred to herein collectively as the “Claims”).

WHEREAS, WES denies the Claims; and

WHEREAS, in the interest of compromise, the Parties desire to fully and finally resolve any and all Claims, disputes, and controversy related to the Claims and to memorialize their agreement according to the terms and conditions of this Agreement.

### II. AGREEMENTS, RELEASES, AND COVENANTS

NOW THEREFORE, in consideration of the promises and mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PAYMENT.** As consideration for this Agreement, WES shall cause to be paid to Arapahoe the total sum of Two Hundred Thirty Thousand Eight Hundred Eighty and 00/100 Dollars U.S. (\$230,880.00) (the “Settlement Amount”) within thirty (30) days of all Parties’ mutual execution of this Agreement.

2. **RELEASE.** Arapahoe, on behalf of itself and its past, present, and future parents, subsidiaries, affiliates, partners, joint venturers, contractors, related entities, insurers, directors, officers, co-lessees, predecessors, successors, agents, and assigns (collectively, “Releasing Parties”) hereby **FOREVER RELEASES, ACQUITS, and DISCHARGES** WES and WES’s past, present, and future parents, subsidiaries, affiliates, partners, joint venturers, contractors, related entities, insurers, directors, officers, co-lessees, predecessors, successors, agents, and assigns (collectively, “Released Parties”) from any and all losses, damages, claims, demands,

charges, and costs of court, including but not limited to attorneys' fees, known or unknown, of every nature, character, and description, accrued or unaccrued, under any legal theory of fault related to or arising from the Claims that could have been asserted by the Releasing Parties against the Released Parties. This release does not include any claim arising out of the Parties' obligations under this Agreement.

3. NO ADMISSION OF LIABILITY. This Agreement represents a compromise of disputed claims and shall not constitute an admission of liability by any Party and shall not be admissible in evidence for any purpose except in connection with the enforcement of this Agreement.

4. NO RELIANCE. In executing this Agreement, the Parties acknowledge that they are not relying on any statement or representation of the other or any of the other's agents regarding this Agreement. The Parties are relying on their own judgment in this matter.

5. BEARING OWN EXPENSES. Each Party shall bear responsibility for its own expenses, costs of court, and/or attorney' fees incurred, if any related to this matter and the Claims.

6. GOVERNING LAW. This Agreement has been and shall for all purposes be deemed to have been, negotiated, executed, and delivered within the State of Colorado, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Colorado.

7. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

8. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed as originals, but all of which, taken together shall constitute one and the same instrument.

9. CONFIDENTIALITY. Subject to the Colorado Open Records Act, the fact and terms of this Agreement and any discussions, documents, communications, or messages related thereto shall be kept strictly confidential, and shall not be disclosed by any Party to any third-party (other than the Party's legal counsel, insurers, or regulators), except to a taxing authority or pursuant to lawful order of a court or administrative body, other lawful compulsory process, or the express written consent of other Parties. The Parties shall not record this Agreement or any memorandum of this Agreement. Notwithstanding the foregoing, the Parties understand and agree that the fully executed Agreement is subject to, and may be disclosed pursuant to, requests made under the Colorado Open Records Act.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties as to matters addressed herein and supersedes all prior contemporaneous agreements, discussions or representations, oral or written, with respect to the subject matter hereof. There are no other agreements, either written or oral, and the execution of this Agreement supersedes all earlier representations, negotiations, or agreements about this matter. This Agreement may not be changed, altered, modified, or amended except by written instrument signed by the Parties.

11. JOINTLY DRAFTED. This Agreement is the result of arm's length negotiations and the mutual agreement of the Parties. In case of any ambiguity, neither Party shall be deemed to have drafted the Agreement such that any ambiguity in its provisions would construed against it.

12. REPRESENTATIONS AND WARRANTIES. The Parties to this Agreement further represent and warrant to each other that (i) they have the full power and authority to enter into and consummate the transactions contemplated by this Agreement, and (ii) except as otherwise provided herein, they are not, either together or individually, a party to, a beneficiary of, or otherwise bound by any suit, judgment, decree order, law, regulation, proceeding, action, claim, contract, mortgage, deed of trust, indenture, lease agreement, and/or other instrument which would in any matter impact, impair, hinder, and/or otherwise alter in any manner this Agreement and/or any of the terms, provisions, and/or conditions thereof. Arapahoe further represents and warrants that they have not and will not assign or otherwise transfer any interest in any claim they have, or may have, against the Released Parties related to the Allegations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

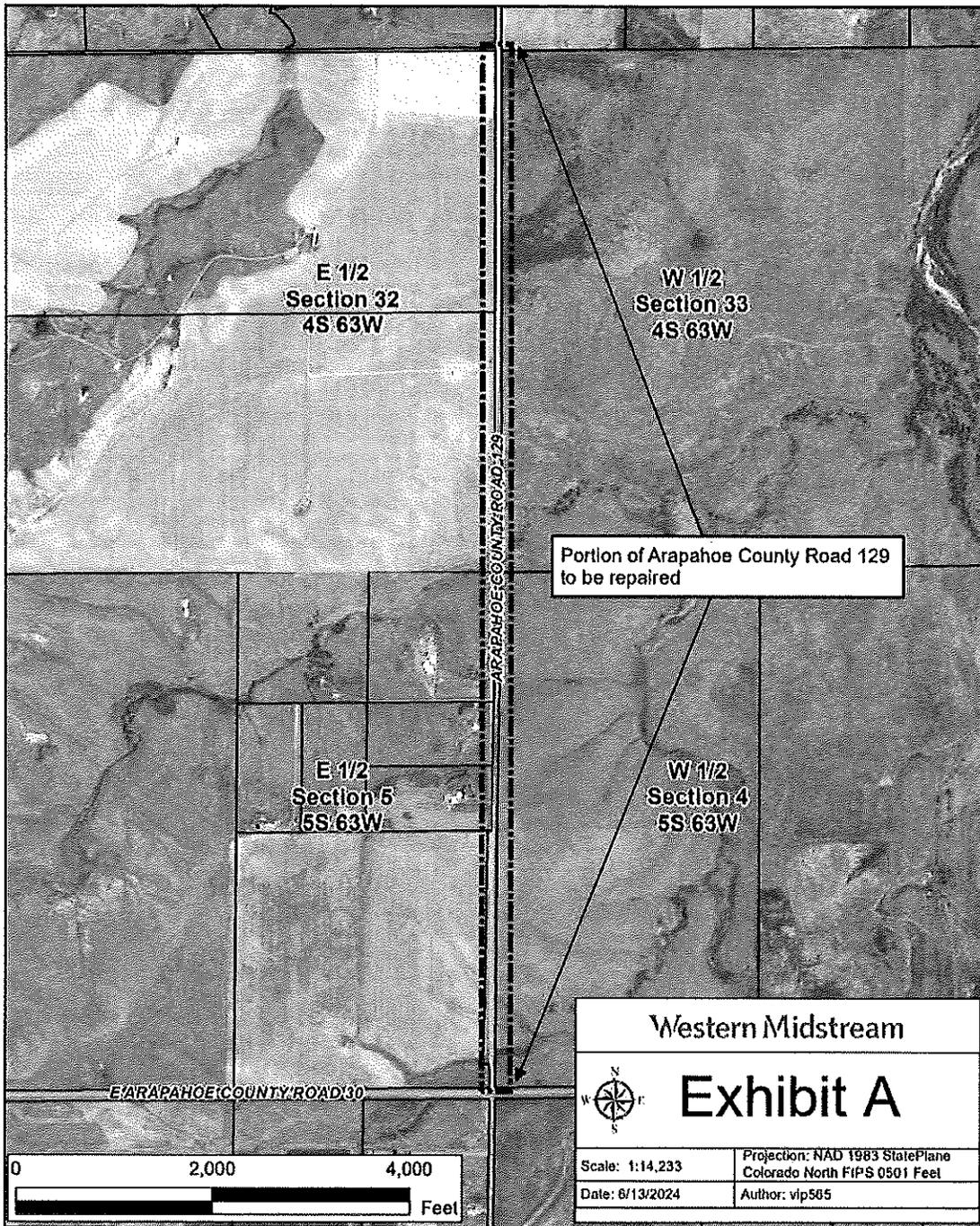
**ARAPAHOE COUNTY**

By: \_\_\_\_\_  
Name:  
Title:

**WES DJ GATHERING LLC**

By: John Crooks  
Name: JOHN CROOKS  
Title: HSE DIRECTOR - NORTHERN OPERATIONS

**Exhibit A**  
**To Confidential Settlement Agreement and Release**



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