

**AGREEMENT REGARDING CERTAIN OIL AND GAS OPERATIONS  
AREAS AND SURFACE USES AND AMENDMENT TO SURFACE USE  
AGREEMENT**

**THIS AGREEMENT REGARDING CERTAIN OIL AND GAS OPERATIONS AREAS AND SURFACE USES AND AMENDMENT TO SURFACE USE AGREEMENT** ("Agreement") is effective on July 24, 2013, by and among ANADARKO E&P ONSHORE LLC ("Anadarko E&P"), formerly known as Anadarko E&P Company LP and Union Pacific Resources Company, and ANADARKO LAND CORP. ("Anadarko Land"), formerly known as Union Pacific Land Resources Corporation, both with an address of Post Office Box 1330, Houston, Texas 77251-1330 and hereinafter referred to as the "Anadarko Entities;" KERR-McGEE OIL & GAS ONSHORE LP ("Kerr-McGee") and KERR-McGEE GATHERING LLC ("KMGG"), both with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202; NOBLE ENERGY, INC. ("Noble") with an address of 1625 Broadway, Suite 2200, Denver, Colorado 80202 and GREENLEAF ACRES, LLC ("Surface Owner") with an address of 23275 County Road 22, Hudson, Colorado 80642. The Anadarko Entities, Noble and Kerr-McGee are sometimes referred to hereinafter as an "Oil Company" or the "Oil Companies."

A. Surface Owner owns the surface estate for property located in Weld County, Colorado, described as the S/2 of Section 2 and the NE/4 of Section 15, Township 2 North, Range 65 West, which is hereinafter referred to altogether as the "Property" and separately as the "Section 2 Property" and the "Section 15 Property."

B. Kerr-McGee, Anadarko E&P Company LP, Anadarko Land, Noble, EnCana Oil & Gas (USA) Inc. ("EnCana"), Pioneer Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and Resource Colorado Water & Sanitation Metropolitan District entered into that certain surface use agreement effective November 30, 2008 and recorded March 27, 2009 at Reception No. 3612981 in the Office of the Clerk and Recorder for Weld County ("SUA") which included both the Section 2 Property and the Section 15 Property, among other property.

C. Kerr-McGee owns all of the oil and gas leasehold rights in the Section 15 Property, and it also owns oil and gas leasehold rights in the Section 2 Property, and Noble owns certain oil and gas leasehold rights in the Section 2 Property.

D. Kerr-McGee acquired its leasehold interests in the Section 2 Property by assignment from EnCana and is the operator of the wells on the Section 2 Property, as contemplated in paragraph 17 of the SUA.

E. The Anadarko Entities own oil and gas interests in the Section 15 Property.

F. KMGG signs this Agreement only in its capacity as the entity which gathers and transports or may gather and transport oil, gas, petroleum products, water, hydrocarbons and any other substances and any products, derivatives, combinations or

mixtures of any of the forgoing (altogether the "Products") produced or transported on the Section 2 Property and/or the Section 15 Property and other lands.

G. The SUA described specific locations for existing and future oil and gas wells and production facilities on the Property identified and referred to in the SUA as the "Oil and Gas Operations Areas" and "Production Facility Locations."

H. Exhibit No. 15 of Exhibit 4 to the SUA depicts the locations for existing and future oil and gas wells and facilities within Oil and Gas Operations Areas and Production Facility Locations and also those access roads and pipeline easements that existed at the time the SUA was executed for the Section 15 Property.

I. In light of the change in operatorship from EnCana to Kerr-McGee for the Section 2 Property, as expressly contemplated in paragraph 17 of the SUA, Exhibit 8 to the SUA depicts the locations for existing and future oil and gas wells and facilities within Oil and Gas Operations Areas and Production Facility Locations and also those access roads and pipeline easements that existed at the time the SUA was executed for the Section 2 Property.

J. Subparagraphs 5.a. and 6.a. of the SUA describe a procedure by which parties will identify the locations of access roads and pipeline easements for future wells.

K. The purposes of this Agreement are to: i) designate additional Oil and Gas Operations Areas for the Section 2 Property and Section 15 Property and/or to expand such areas and locations, as the case may be; ii) identify additional pipeline easements and access roads as further described herein; and iii) include KMG as a party to this Agreement for the limited purposes described herein.

L. This Agreement applies only to the Section 2 Property and the Section 15 Property; it does not apply to any other portion of the lands included in the SUA, which shall continue to be governed by the terms of the SUA and existing pipeline easements and rights-of-way in all respects.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement and the SUA, including in the recitals, the parties hereto agree as follows:

1. Term Used within the SUA. A term used in this Agreement shall have the same meaning as the term is used in the SUA unless noted otherwise.

2. Application of Agreement. This Agreement applies to each of the Oil Companies only to the extent that the Oil Company owns oil and gas interests or oil and gas leasehold interests in the Property, as the case may be. Nothing in this Agreement creates or is intended to create any leasehold rights or mineral rights in any party hereto where none otherwise exists.

3. Oil and Gas Operations Areas for the Section 2 Property.
  - a. The Oil Companies shall drill and/or operate oil and/or gas wells on the Section 2 Property only within the Oil and Gas Operations Areas depicted on the attached Exhibit A. Exhibit A supersedes and replaces Exhibit 8, sheet 6A of 57 and Sheet 7A of 57, to the SUA. The three Oil and Gas Operations Areas on the Section 2 Property in the S/2S/2 provided for herein are generally in the SE/4SE/4, SW/4SE/4, and a third area that includes both the SE/4SW/4 and SW/4SW/4, all as depicted on Exhibit A as the "Horizontal Well Locations." Paragraph 5 herein shall apply to the Horizontal Well Locations on the Section 2 Property.
  - b. The Oil and Gas Operations Areas for the Section 2 Property shall be the sizes and configurations depicted on Exhibit A. Except for the Horizontal Well Locations (two of which replace Oil and Gas Operations Areas in the SE/4SE/4 and the SE/4SW/4) and the Oil and Gas Operations Area in the NW/4SW/4 (which shall be the size and configuration depicted on Exhibit A), the Oil and Gas Operations Areas for the Section 2 Property reserved in the SUA remain unchanged. All Oil and Gas Operations Areas within the Section 2 Property are depicted on Exhibit A.
4. Oil and Gas Operations Areas for the Section 15 Property.
  - a. The Oil Companies shall drill and/or operate oil and/or gas wells on the Section 15 Property only within the Oil and Gas Operations Areas depicted on the attached Exhibit B. Exhibit B supersedes and replaces sheet 22 of 57 in Exhibit 4 to the SUA. The Oil and Gas Operations Area in the NW/4NE/4 reserved in the SUA and expanded as provided herein is further identified and depicted on Exhibit B as a Horizontal Well Location. Paragraph 5 herein shall apply to the Horizontal Well Location on the Section 15 Property.
  - b. The Oil and Gas Operations Areas for the Section 15 Property shall be the sizes and configurations depicted on Exhibit B. Except for the Horizontal Well Location (which expands the Oil and Gas Operations Area in the NW/4NE/4), the Oil and Gas Operations Areas for the Section 15 Property reserved in the SUA remain unchanged. All Oil and Gas Operations Areas within the Section 15 Property are depicted on Exhibit B.
5. Oil and Gas Operations Areas for Horizontal Well Locations.
  - a. Horizontal Well Locations. The Horizontal Well Locations on the Section 2 Property and the Section 15 Property described in subparagraphs 3.a. and 4.a. above are hereinafter referred to alone or altogether as a "Horizontal Well Location" or the "Horizontal Well Locations."
  - b. Components of the Horizontal Well Locations. Three of the Horizontal Well Locations include a "Permanent Operations Area" and an "Ancillary

Operations Area,” as depicted on Exhibit A and Exhibit B, such areas being utilized for oil and gas operations and for the locations of wells and associated drilling and production facilities as provided herein. In the case of the Horizontal Well Location in the SE/4SE/4 of the Section 2 Property, the location shall be ten (10) acres with the Permanent Operations Area and the Ancillary Operations Area each being five (5) acres. In the case of the Horizontal Well Location that includes both the SW/4SW/4 and SE/4SW/4 of the Section 2 Property, the Horizontal Well Location shall be twenty (20) acres with the Permanent Operations Area being fifteen (15) acres and the Ancillary Operations Area being five (5) acres. In the case of the Horizontal Well Location in the NW/4NE/4 of the Section 15 Property, the Horizontal Well Location shall be fifteen (15) acres with the Permanent Operations Area being eight (8) acres and the Ancillary Operations Area being seven (7) acres. The Horizontal Well Location in the SW/4SE/4 of the Section 2 Property shall be ten (10) acres with no separate Permanent Operations Area and Ancillary Operations Area, such that the hereinafter described uses in subparagraphs 5.b.(i) and 5.b.(ii) shall apply to the entire Horizontal Well Location. Areas within a Horizontal Well Location shall be used for oil and gas operations as follows:

(i) Permanent Operations Area. The “Permanent Operations Area” shall be the location for all future wells to be drilled within a Horizontal Well Location and may also be used for the location of tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities, flowlines and portions of pipeline easements and for all related oil and gas operations. The Permanent Operations Area is for the exclusive use of the Oil Companies for their oil and gas operations and the location of wells and facilities.

(ii) Ancillary Operations Area. The “Ancillary Operations Area” shall be the location of operations related to the preparation, drilling and completion of horizontal wells to be drilled at locations within a Horizontal Well Location and for the temporary location of drilling and production equipment and facilities for horizontal wells. Except for portions of flowlines and pipeline easements, the Oil Companies may not locate wells or permanent production facilities within the Ancillary Operations Area without the permission and consent of Surface Owner, but may use the Ancillary Operations Area only for temporary uses related to the drilling and completion of horizontal wells and the temporary location of drilling and production equipment and facilities.

(iii) Ancillary Operations Area/ Surface Uses. Surface Owner may use the Ancillary Operations Areas for grazing, agricultural and recreational uses during those times that the area is not being used by the Oil Companies for their oil and gas operations and the location of facilities; provided, however, the Oil Companies shall in all events and at all times have priority in the use of the Ancillary Operations Areas.

(iv) Production Facilities Within Horizontal Well Locations. The Oil Companies shall have the right to locate, build, repair, replace and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities, including flowlines and pipeline easements within the Horizontal Well Locations as specifically provided herein.

6. Amendment to Subparagraph 1.h. of the SUA. Subparagraph 1.h. of the SUA provides that Surface Owner or its surface tenant may construct, operate and maintain either drip or center pivot irrigation systems within the Oil and Gas Operations Areas, but only outside the Well Pad Areas and only with the consent of and in consultation with the Oil Companies. In that regard and with respect to the Horizontal Well Locations, the Oil Companies agree that Surface Owner may continue to maintain those portions of irrigation systems that are currently installed within the Horizontal Well Locations on the Property; provided, however, except for damages caused by the negligence or willful misconduct of the Oil Companies, the Oil Companies shall in no event be liable for damages to such irrigation systems that are caused in whole or in part by their oil and gas operations, and no new irrigation systems or portions of irrigation systems shall be constructed within the Permanent Operation Areas.

7. Access Roads. Access roads to the Horizontal Well Locations for the Section 2 Property and the Section 15 Property shall be at the locations depicted on Exhibit A and Exhibit B. Paragraph 5 of the SUA, including subparagraph 5.a., shall continue to apply to the Property for all other purposes.

8. Pipeline Easements for the Property. The pipeline easement that services the Horizontal Well Location for the Section 15 Property is at the location depicted on Exhibit B and as described in that certain Right-of-Way Grant from GreenLeaf Acres LLC to Kerr-McGee Gathering LLC dated July 9, 2012 and recorded on July 19, 2012 at Reception No. 3860109. Pipelines easements that service the Horizontal Well Locations for the Section 2 Property shall be at the locations depicted on Exhibit A.

9. Amendment to Paragraph 6 of the SUA. Paragraph 6 of the SUA, including subparagraph 6.a., shall continue to apply to the Property for all other purposes, except that, for the Property, subparagraph 6.h. of the SUA is deleted and replaced with the following:

Surface Owner shall grant the pipeline easements (for production from the Property and/or other lands) to the applicable Oil Company, or to KMGG, at the request of Kerr-McGee, at the time the Oil Company requests them and at no cost to the Oil Company or to KMGG in the form attached as Exhibit C ("Right-of-Way Grant"). In the event of a conflict between the SUA or this Agreement and the Right-of-Way Grant, the Right-of-Way Grant shall control.

10. Waiver of Surface Damage Payments.

- a. The parties agree that paragraph 8 of the SUA regarding the waiver of surface damage payments shall not apply to any future wells that the Oil Companies may drill in the Horizontal Well Locations, including those wells identified as: i) GREENLEAF 30N-35HZ, GREENLEAF 30C-35HZ, GREENLEAF 29N-W35HZ, GREENLEAF 29C-35HZ, GREENLEAF 29N-E35HZ, GREENLEAF 28C-35HZ, GREENLEAF 28N-W35HZ, GREENLEAF 28N-E35HZ, GREENLEAF 2C-35HZ, GREENLEAF 27N-W35HZ, GREENLEAF 27C-35HZ, GREENLEAF 27N-E35HZ, GREENLEAF 1C-35HZ and GREENLEAF 26N-35HZ for the Section 2 Property; and ii) GREENLEAF 36N-15HZ, GREENLEAF 15N-15HZ, GREENLEAF 37C-15HZ, GREENLEAF 37N-15HZ, GREENLEAF 16C-15HZ and GREENLEAF 16N-15HZ for the Section 15 Property (or wells which the Oil Companies substitute for the named wells and referred to hereinafter separately or together as a Horizontal Well Location Well" or the "Horizontal Well Location Wells").
- b. In consideration of the agreements included in this Agreement, Kerr-McGee agrees to pay Surface Owner certain surface damage payments as described in two separate letter agreements dated the same date as this Agreement ("Letter Agreements"), one for the Horizontal Well Location Wells on the Section 2 Property and the other for Horizontal Well Location Wells on the Section 15 Property, as one-time surface damage payments to be paid prior to the commencement of the drilling of a well within a Horizontal Well Location, which payment shall be made for the purposes described in the Letter Agreements and at the times described therein. The payments provided for in the Letter Agreements are in lieu of all surface damage payments described in the SUA in paragraph 8.
- c. Except for wells drilled within the Horizontal Well Locations, whether drilled horizontally, directionally or as vertical wells, paragraph 8 of the SUA regarding the waiver by Surface Owner of certain surface damage payments shall continue to apply to future wells and oil and gas operations and facilities on the Property.
- d. Surface Owner shall execute and give to Kerr-McGee such written waivers and consents as Kerr-McGee requests from Surface Owner for Kerr-McGee to provide to the COGCC or applicable local jurisdiction in order to drill wells within the Horizontal Well Locations, such waivers and consents to be given at the time of the request.

11. Amendment to Paragraph 9 of the SUA. The second sentence of paragraph 9 of the SUA is deleted and the following inserted in its place:

Surface Owner hereby waives all setback requirements in COGCC Rules 603 and 604 (including high density setbacks and all Exception Zone setbacks) or any

successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies, or their successors and/or assigns, to explore for and produce oil and gas in accordance with this Agreement.

12. Surface Locations for Water Lines. Surface Owner understands and acknowledges that KMGG or Kerr-McGee may wish to install temporary water lines to one or more of the Horizontal Well Locations during drilling operations for wells drilled within such locations. Surface Owner agrees to provide temporary easements to Kerr-McGee or KMGG, as applicable, for the installation of such water lines within thirty (30) days from the date of the request. Each such easement shall terminate thirty (30) days from the completion of all drilling and completion operations for all wells drilled within a Horizontal Well Location. Such temporary easement locations shall be selected by Kerr-McGee or KMGG in consultation with Surface Owner in locations that do not interfere with Surface Owner's then current use of the property.

13. Compliance with KMG's General Guidelines. The reference in paragraph 15 of the SUA to Revision 3/01/2004 of the KMG General Guidelines shall instead be a reference to Revision 1/2011, a copy of which is attached as Exhibit D.

14. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of the Oil Companies pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with Surface Owner regarding existing and proposed oil and gas operations on the Property, including COGCC Rules 305 and 306, as such rules may be amended. Surface Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of the Oil Companies to accommodate the use of the surface of the Property by Surface Owner, existing and future, and Surface Owner waives any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

15. Representation regarding Persons/Entities which Lease the Surface Estate for All or Portions of the Property. Surface Owner represents that it has the full right and authority to enter into this Agreement on behalf of and to bind each and every person or entity which owns or may own an interest in or a leasehold interest in the surface estate for the Property, including any party with which Surface Owner has entered into or does enter into a lease for the surface for the Property, and Surface Owner further agrees that it shall obtain a written consent and waiver from each such person or entity agreeing to the terms in the SUA as amended by this Agreement.

16. Authority to Execute this Agreement. Each party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights, oil and gas interests or oil and gas leasehold interests it owns in the Property, as applicable. Except for easements, restrictions and encumbrances of record, Surface Owner represents, to the best of its knowledge, with no duty of further inspection, that it is the

sole owner of the surface estate for the Property and that no other person or entity owns an interest in the surface estate for the Property.

17. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; iv) prepaid telecopy or fax, the receipt of which shall be acknowledged; or v) e-mail transmission addressed as follows:

Anadarko E&P                      Anadarko E&P Onshore LLC  
and Anadarko Land:    c/o Anadarko Petroleum Corporation  
   Post Office Box 1330  
   Houston, Texas 77251-1330

Kerr-McGee                      Kerr-McGee Oil & Gas Onshore LP  
and KMGG:                      1099 18<sup>th</sup> Street, Suite 1800  
   Denver, Colorado 80202

Noble:                              Noble Energy, Inc.  
   1625 Broadway, Suite 2200  
   Denver, Colorado 80202

Surface Owner:                      GreenLeaf Acres, LLC  
   23275 County Road 22  
   Hudson, Colorado 80642

With a copy to:  
Patrick M. Groom, Esq.  
Witwer, Oldenburg, Barry & Johnson, LLP  
822 7<sup>th</sup> Street, Suite 760  
Greeley, Colorado 80631

Any party may, by written notice as provided in this paragraph, change the address of the individual to whom delivery of notices shall be made thereafter,

18. Incorporation of Exhibits. Exhibits A, B, C, and D are incorporated into this Agreement by this reference.

19. The SUA Continues in Effect/Conflicts. Except as specifically amended by this Agreement, the terms and conditions included in the SUA shall continue in full force and effect and apply to Property. In the event of a conflict between this Agreement and the SUA as to the matter covered herein, this Agreement shall control.

20. Binding on Successors and Assigns/Covenant that Runs with the Land. This Agreement and the SUA are binding upon the parties and their successors and assigns and inure to their benefit. This Agreement and the SUA shall be covenants that run with the land.



21. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

22. Recording. This Agreement shall be recorded with the Clerk and Recorder of Weld County.


IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by duly authorized representatives on the dates set forth in the acknowledgments, to be effective on the date first above written.

KERR-McGEE OIL & GAS ONSHORE LP

By:   
Its: Agent and Attorney-In-Fact  
Name: David Bell

TSG  
VMS  
57

ANADARKO LAND CORP.

By:   
Its: Agent and Attorney-In-Fact  
Name: David Bell

TSG  
VMS  
57

NOBLE ENERGY, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

ANADARKO E&P ONSHORE LLC

By:   
Its: Agent and Attorney-In-Fact  
Name: David Bell

TSG  
VMS  
57

GREENLEAF ACRES, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

[Intentionally Left Blank]

KMGG signs this Agreement in its capacity as the entity which does and may in the future gather and transport gas and other Products from wells drilled on the Property and other lands and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement or the SUA, but, as to the Property and to the extent it gathers Products from the Property, shall have the right to enforce the obligations in paragraph 6 of the SUA and in paragraphs 8, 9, 12 and 13 of this Agreement. KMGG makes no representations regarding the locations of existing pipelines or pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibits A and B. Nothing in this Agreement affects the easements that KMGG currently has in place on the Property or constitutes a release by KMGG of any rights it currently owns on the Property.

KERR-McGEE GATHERING LLC

By: [Signature]  
Name: RONALD OLSEN *OK*  
Its: AGENT AND ATTORNEY-IN-FACT *WMB*  
*MPB*

**ACKNOWLEDGMENTS**

STATE OF COLORADO )  
 ) ss.  
City and County of Adams Denver )

The foregoing instrument was acknowledged before me this 29 day of July, 2013 by David Bell, as Agent and Attorney-In-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

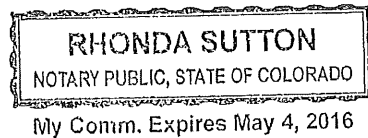
My Commission expires: May 4, 2016:

*Witness my hand and official seal.*

[Signature: Rhonda Sutton]

Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Adams Denver )



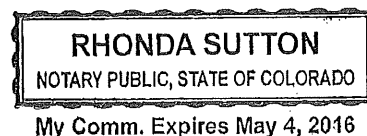
The foregoing instrument was acknowledged before me this 30 day of July, 2013 by Ronald Olsen, as Agent and Attorney-In-Fact for KERR-McGEE GATHERING LLC.

My Commission expires: May 4, 2016:

*Witness my hand and official seal.*

[Signature: Rhonda Sutton]

Notary Public



STATE OF COLORADO )  
 ) ss.  
City and County of Adams )  
Denver

The foregoing instrument was acknowledged before me this 29 day of  
July, 2013 by David Bell, as  
Agent and Attorney-In-Fact for ANADARKO E&P ONSHORE LLC.

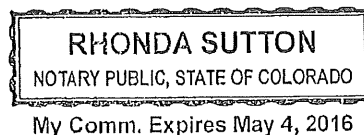
My Commission expires: May 4, 2016:

*Witness my hand and official seal.*

Rhonda Sutton

Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Adams )  
Denver



The foregoing instrument was acknowledged before me this 29 day of  
July, 2013 by David Bell, as  
Agent and Attorney-In-Fact for ANADARKO LAND CORP.

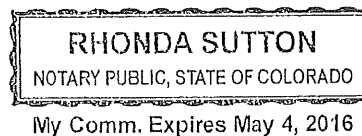
My Commission expires: May 4, 2016:

*Witness my hand and official seal.*

Rhonda Sutton

Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )



The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 2013 by \_\_\_\_\_, as  
\_\_\_\_\_ for NOBLE ENERGY, INC.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013, by \_\_\_\_\_, as  
\_\_\_\_\_ for GREENLEAF ACRES, LLC.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

sole owner of the surface estate for the Property and that no other person or entity owns an interest in the surface estate for the Property.

17. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; iv) prepaid telecopy or fax, the receipt of which shall be acknowledged; or v) e-mail transmission addressed as follows:

Anadarko E&P and Anadarko Land:	Anadarko E&P Onshore LLC c/o Anadarko Petroleum Corporation Post Office Box 1330 Houston, Texas 77251-1330
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Kerr-McGee and KMGG:	Kerr-McGee Oil & Gas Onshore LP 1099 18 <sup>th</sup> Street, Suite 1800 Denver, Colorado 80202
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Noble:	Noble Energy, Inc. 1625 Broadway, Suite 2200 Denver, Colorado 80202
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Surface Owner:	GreenLeaf Acres, LLC 23275 County Road 22 Hudson, Colorado 80642
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With a copy to:  
Patrick M. Groom, Esq.  
Witwer, Oldenburg, Barry & Johnson, LLP  
822 7<sup>th</sup> Street, Suite 760  
Greeley, Colorado 80631

Any party may, by written notice as provided in this paragraph, change the address of the individual to whom delivery of notices shall be made thereafter,

18. Incorporation of Exhibits. Exhibits A, B, C, and D are incorporated into this Agreement by this reference.

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KERR-McGEE OIL & GAS ONSHORE LP

ANADARKO LAND CORP.

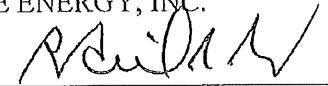

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_



NOBLE ENERGY, INC.

ANADARKO E&P ONSHORE LLC

By:   
Its: Attorney-In-Fact  
Name: P. David Padgett 

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

GREENLEAF ACRES, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

[Intentionally Left Blank]

KMGG signs this Agreement in its capacity as the entity which does and may in the future gather and transport gas and other Products from wells drilled on the Property and other lands and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement or the SUA, but, as to the Property and to the extent it gathers Products from the Property, shall have the right to enforce the obligations in paragraph 6 of the SUA and in paragraphs 8, 9, 12 and 13 of this Agreement. KMGG makes no representations regarding the locations of existing pipelines or pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibits A and B. Nothing in this Agreement affects the easements that KMGG currently has in place on the Property or constitutes a release by KMGG of any rights it currently owns on the Property.

KERR-McGEE GATHERING LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF COLORADO )

) ss.

City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, as \_\_\_\_\_ for KERR-McGEE OIL & GAS ONSHORE LP.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )

) ss.

City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, as \_\_\_\_\_ for KERR-McGEE GATHERING LLC.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2013 by \_\_\_\_\_, as  
\_\_\_\_\_ for ANADARKO E&P ONSHORE LLC.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2013 by \_\_\_\_\_, as  
\_\_\_\_\_ for ANADARKO LAND CORP.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

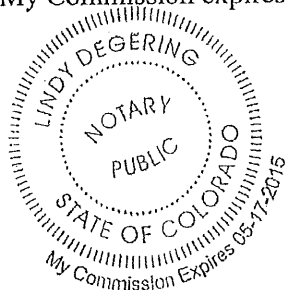
STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 31 day of  
July, 2013 by P. David Padgett, as  
Attorney-In-Fact for NOBLE ENERGY, INC.

My Commission expires: 5-17-2015:

*Witness my hand and official seal.*

Lindy DeGering  
Notary Public





STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013, by \_\_\_\_\_, as  
\_\_\_\_\_ for GREENLEAF ACRES, LLC.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

sole owner of the surface estate for the Property and that no other person or entity owns an interest in the surface estate for the Property.

17. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; iv) prepaid telecopy or fax, the receipt of which shall be acknowledged; or v) e-mail transmission addressed as follows:

Anadarko E&P                      Anadarko E&P Onshore LLC  
and Anadarko Land:      c/o Anadarko Petroleum Corporation  
Post Office Box 1330  
Houston, Texas 77251-1330

Kerr-McGee                      Kerr-McGee Oil & Gas Onshore LP  
and KMGG:                      1099 18<sup>th</sup> Street, Suite 1800  
Denver, Colorado 80202

Noble:                              Noble Energy, Inc.  
1625 Broadway, Suite 2200  
Denver, Colorado 80202

Surface Owner:                      GreenLeaf Acres, LLC  
23275 County Road 22  
Hudson, Colorado 80642

With a copy to:  
Patrick M. Groom, Esq.  
Witwer, Oldenburg, Barry & Johnson, LLP  
822 7<sup>th</sup> Street, Suite 760  
Greeley, Colorado 80631

Any party may, by written notice as provided in this paragraph, change the address of the individual to whom delivery of notices shall be made thereafter,

18. Incorporation of Exhibits. Exhibits A, B, C, and D are incorporated into this Agreement by this reference.

19. The SUA Continues in Effect/Conflicts. Except as specifically amended by this Agreement, the terms and conditions included in the SUA shall continue in full force and effect and apply to Property. In the event of a conflict between this Agreement and the SUA as to the matter covered herein, this Agreement shall control.

20. Binding on Successors and Assigns/Covenant that Runs with the Land. This Agreement and the SUA are binding upon the parties and their successors and assigns and inure to their benefit. This Agreement and the SUA shall be covenants that run with the land.

21. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

22. Recording. This Agreement shall be recorded with the Clerk and Recorder of Weld County.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by duly authorized representatives on the dates set forth in the acknowledgments, to be effective on the date first above written.

KERR-McGEE OIL & GAS ONSHORE LP

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

NOBLE ENERGY, INC.

ANADARKO E&P ONSHORE LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

GREENLEAF ACRES, LLC

By: Barry Falar  
Its: Manager  
Name: Barry Falar

[Intentionally Left Blank]

KMGG signs this Agreement in its capacity as the entity which does and may in the future gather and transport gas and other Products from wells drilled on the Property and other lands and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement or the SUA, but, as to the Property and to the extent it gathers Products from the Property, shall have the right to enforce the obligations in paragraph 6 of the SUA and in paragraphs 8, 9, 12 and 13 of this Agreement. KMGG makes no representations regarding the locations of existing pipelines or pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibits A and B. Nothing in this Agreement affects the easements that KMGG currently has in place on the Property or constitutes a release by KMGG of any rights it currently owns on the Property.

KERR-McGEE GATHERING LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF COLORADO )  
 ) ss.

City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, as \_\_\_\_\_ for KERR-McGEE OIL & GAS ONSHORE LP.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.

City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, as \_\_\_\_\_ for KERR-McGEE GATHERING LLC.

My Commission expires: \_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )

) ss.

City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2013 by \_\_\_\_\_, as  
\_\_\_\_\_ for ANADARKO E&P ONSHORE LLC.

My Commission expires:\_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )

) ss.

City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2013 by \_\_\_\_\_, as  
\_\_\_\_\_ for ANADARKO LAND CORP.

My Commission expires:\_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )

) ss.

City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2013 by \_\_\_\_\_, as  
\_\_\_\_\_ for NOBLE ENERGY, INC.

My Commission expires:\_\_\_\_\_:

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF Colorado )

) ss.

COUNTY OF Weld )

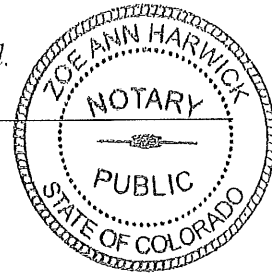
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of  
July, 2013, by Barry Lehr, as  
Manager for GREENLEAF ACRES, LLC.

My Commission expires: Feb 8, 2014:

*Witness my hand and official seal.*

Zoe Ann Harwick

Notary Public



**Exhibit A**

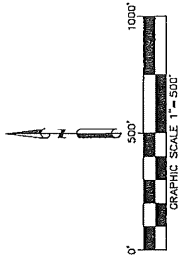
to

**Agreement Regarding Certain Oil and Gas Operations Areas and Surface Uses and  
Amendment to Surface Use Agreement**

**effective July 24, 2013**

**among Anadarko Land Corp., Anadarko E&P Onshore LLC, Kerr-McGee Oil &  
Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described),  
Noble Energy, Inc. and GreenLeaf Acres, LLC**

**See attached plat for Section 2 Property consisting of one page.**



PREPARED BY:

**PFS**  
Petroleum Field Services, LLC  
1801 W. 13th Ave.  
Denver, CO 80204

FIELD DATE: 5-19-12	DRAWING DATE: 7-03-13	BY: JAH
------------------------	--------------------------	------------

CHECKED BY:  
TJN

EXHIBIT A: GREEN  
SURFACE LOCATION:  
SOUTH 1/2, SECTION 36,  
T12N, R10W, S4E, WELD COUNTY

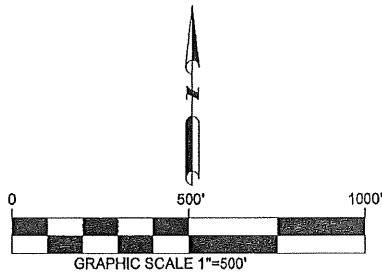
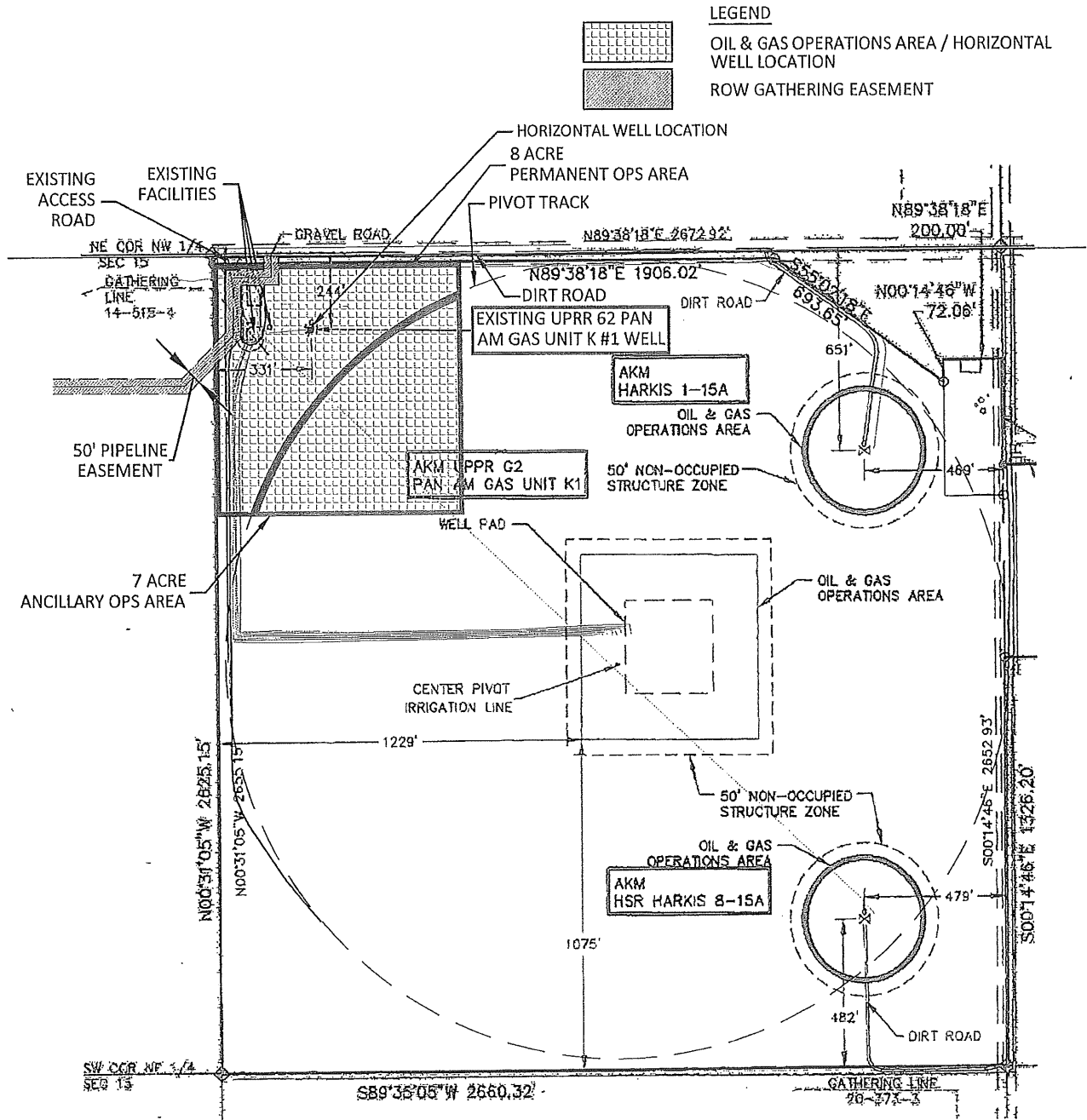
ENLEAF S 1/2 SECTION 2  
C. 2, T2N, R65W, 6TH P.M.  
COLORADO

**Anadarko**  
Petroleum Corporation



**Exhibit B**  
**to**  
**Agreement Regarding Certain Oil and Gas Operations Areas and Surface Uses and**  
**Amendment to Surface Use Agreement**  
**effective July 24, 2013**  
**among Anadarko Land Corp., Anadarko E&P Onshore LLC, Kerr-McGee Oil &**  
**Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described),**  
**Noble Energy, Inc. and GreenLeaf Acres, LLC**

See attached plat for Section 15 Property consisting of one page.



<p>PREPARED BY:</p> <p><b>PFS</b> Petroleum Field Services, LLC 1801 W. 13th Ave. Denver, CO 80204</p>	<p>FIELD DATE: 05-19-12</p> <p>DRAWING DATE: 7-03-13</p> <p>BY: JAH</p> <p>CHECKED BY: TJN</p>	<p>EXHIBIT B: GREENLEAF 6 PAD</p> <p>SURFACE LOCATION: NE 1/4, SEC. 15, T2N, R65W, 6TH P.M. WELD COUNTY, COLORADO</p>	<p><b>Anadarko</b> Petroleum Corporation</p>
--	--	---	--

**Exhibit C**  
to  
**Agreement Regarding Certain Oil and Gas Operations Areas and Surface Uses and  
Amendment to Surface Use Agreement  
effective July 24, 2013**  
**among Anadarko Land Corp., Anadarko E&P Onshore LLC, Kerr-McGee Oil &  
Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described),  
Noble Energy, Inc. and GreenLeaf Acres, LLC**

**RIGHT-OF-WAY GRANT**

**THIS RIGHT-OF-WAY GRANT** ("Grant") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, from GREENLEAF ACRES, LLC with an address of 23275 County Road 22, Hudson, Colorado 80642 ("Grantor") to KERR-MCGEE GATHERING LLC, a Colorado limited liability company, with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMGG"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto KMGG, its successors and assigns, a perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove and release, at KMGG's election, one or more pipelines, electric power lines, data transmission lines and equipment, and all appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as follows:

**TOWNSHIP 2 NORTH, RANGE 65 WEST, 6<sup>TH</sup> PM**  
**(include applicable property)**

The route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") are more particularly described on Exhibit A attached hereto and made a part hereof. The width of the Right-of-Way Lands is seventy-five feet (75') during construction, and subsequent to construction the width of the Right-of-Way Lands is fifty feet (50').

From time to time after the initial construction of the pipeline(s), KMGG may require the use of the construction work space depicted on Exhibit A to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the pipeline(s) together with appurtenances. KMGG may use the construction work space from time to time in connection with the rights granted hereby; provided it gives Grantor reasonable notice of such use; and provided further, it restores the same as provided below when not in use.

Grantor represents to KMGG that Grantor is the sole owner in fee simple of the Right-of-Way Lands, subject to the burden of the Right-of-Way, and warrants its title to the Right-of-Way Lands against the lawful claims of all persons claiming by, from and under it, but against none other, and subject to easements, encumbrances and restrictions of record, and further represents that Grantor has full right, power and authority to enter into this Grant.

Any pipelines and/or appurtenances to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 36 inches below the surface of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without KMGG's prior written permission. KMGG shall repair and/or restore any fence(s) on or adjacent to the Right-of-Way Lands that are removed or severed by KMGG in the course of the operations provided for in this Grant to the condition such fence(s) were in prior to removal or severance by KMGG. If necessary to prevent the escape of Grantor's livestock, KMGG shall construct temporary gates or fences in those areas affected by KMGG's operations as provided for in this Grant.

To the extent reasonably practicable and within a reasonable period of time after completion of construction, KMGG shall reclaim, level and restore any lands affected by KMGG's operations and shall sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of KMGG's pipeline(s).

Grantor agrees that Grantor will not build, create, or construct, or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of KMGG.

KMGG shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the rights of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes necessary or incidental to exercising KMGG's rights hereunder. Grantor agrees that, at KMGG's option, KMGG may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lands burdened by the Right-of-Way easement. If KMGG exercises such option, KMGG shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties, shut-in royalties, or any other amounts otherwise payable to Grantor from KMGG.

KMGG shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from KMGG's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands contrary to the terms contained herein, and KMGG, its successors and assigns, shall pay for, reimburse, indemnify and hold Grantor harmless from any and all claims or damages resulting from KMGG's activities on the Right-of-Way Lands. Grantor shall pay for, reimburse, indemnify and hold KMGG harmless from any and all claims and damages resulting from Grantor's activities on the Right-of-Way Lands.

Grantor shall have the right to use and enjoy the Right-of-Way Lands, subject to the rights herein granted.

This Grant cannot be modified, except by an instrument in writing signed by Grantor and by an authorized representative of KMGG.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and bind the successors and assigns of Grantor and KMGG.

KMGG shall record an original of this Right-of-Way Grant or a Memorandum of Right-of-Way Grant in Weld County.

This Grant may be executed in counterparts, each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, Grantor and KMGG have executed this Right-of-Way Grant as of the date first above written.

Grantor:  
GreenLeaf Acres, LLC

Grantee:  
Kerr-McGee Gathering LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Agent & Attorney-in-Fact

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of GreenLeaf Acres, LLC.

Witness my hand and official Seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 201\_, by \_\_\_\_\_, as Agent and Attorney-in-Fact of  
Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such  
company.

Witness my hand and official Seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Exhibit D**

to

**Agreement Regarding Certain Oil and Gas Operations Areas and Surface Uses and  
Amendment to Surface Use Agreement  
effective July 24, 2013**

**among Anadarko Land Corp., Anadarko E&P Onshore LLC, Kerr-McGee Oil &  
Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described),  
Noble Energy, Inc. and GreenLeaf Acres, LLC**

**See attached Guidelines consisting of four (4) pages.**



## General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMGG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMGG may have under existing easements or ROW agreements. For information regarding KMGG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMGG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMGG in the below requirements is meant to include and apply to any Kerr McGee entity.

### Design

- KMGG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMGG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMGG's facilities and the general public. This prior notification is to be made **before** the actual work is to take place.
- The encroaching entity shall provide KMGG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMGG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMGG, showing the facilities in the vicinity of KMGG's ROW upon completion of the work.
- Only facilities shown on drawings reviewed by KMGG will be approved for installation on KMGG's ROW. All drawing revisions that affect facilities proposed to be placed on KMGG's ROW must be approved by KMGG in writing.
- KMGG shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KMGG on its "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMGG on replacement ROW granted to relocate KMGG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMGG.
- The depth of cover over the KMGG pipelines shall not be increased or reduced nor surface modified for drainage without KMGG's written approval.
- Construction of any permanent structure within KMGG pipeline easement is **not** permitted without written approval by KMGG.
- Planting of shrubs and trees is not permitted on KMGG pipeline easement without written approval by KMGG.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMGG easement without written approval by KMGG.
- Foreign utility installations, i.e., distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMGG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMGG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMGG. In no case will vertical separation be less than 12". Constant line elevations must be maintained across KMGG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMGG pipeline must be evaluated by KMGG to ensure that a significant length of the KMGG line is not exposed and unsupported during construction. Foreign line crossings above the KMGG pipeline with less than 18" of clearance must be evaluated by KMGG to ensure that additional support is not necessary to prevent settling on top of the KMGG natural gas pipeline. A KMGG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMGG facility. All installations of foreign crossings done by boring and or jacking require the KMGG facility to be exposed to verify clearances.





## General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- ♦ Foreign utilities shall not run parallel to KMGG pipelines within the KMGG easement without written permission by KMGG. A minimum of 10 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is placed within the KMGG easement or adjacent to the KMGG easement. Any deviation from the 10' horizontal requirement must be approved in writing by KMGG and an "as built survey" provided to KMGG after installation. In the instance that high voltage electric lines, greater than 20kV, are installed parallel to a KMGG pipeline a minimum horizontal distance of 15' must be maintained.
- ♦ The foreign utility should be advised that KMGG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMGG's. At the request of KMGG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMGG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMGG. All costs associated with the correction of cathodic protection interference issues on KMGG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- ♦ The developer shall understand that KMGG, whether specifically required per federal law or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMGG, the safety of the public, contractor, KMGG personnel and KMGG facilities.
- ♦ On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- ♦ AC Electrical lines must be installed in conduit and properly insulated.
- ♦ On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMGG ROW.
- ♦ No power poles, light standards, etc. shall be installed in the KMGG easement without written approval by KMGG.
- ♦ KMGG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMGG's sole discretion, and may exceed any regulatory requirements.

### Construction

- ♦ If KMGG will be relocating KMGG facilities for any entity, grading in the new KMGG ROW shall be +/- 6 inches before KMGG will mobilize to complete the relocation. Final cover after the completion of the project will not be manipulated by the requesting entity to be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMGG. This does not preclude KMGG from installing the pipeline at a minimum cover of 36" as provided for in CFR 49 Part 192. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMGG representative is on site during the time cover is reduced.
- ♦ The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMGG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMGG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- ♦ Contractors shall be advised of KMGG's requirements and be contractually obligated to comply.
- ♦ The continued integrity of KMGG's pipelines and the safety of all individuals in the area of proposed work near KMGG's facilities are of the utmost importance. Therefore, contractor must meet with KMGG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KMGG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.**



## General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- ♦ The Contractor must expose all KMGG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMGG representative must be present.
- ♦ The use of probing rods for pipeline locating shall be performed by KMGG representatives only, to prevent unnecessary damage to the pipeline coating. A KMGG representative shall do all line locating.
- ♦ Notification shall be given to KMGG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMGG's work site representative. Any Contractor schedule changes shall be provided to KMGG immediately.
- ♦ Heavy equipment will not be allowed to operate directly over KMGG pipelines or in KMGG ROW unless written approval is obtained from KMGG. Heavy equipment shall only be allowed to cross KMGG pipelines at locations designated by KMGG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMGG.
- ♦ Contractor shall comply with all precautionary measures required by KMGG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- ♦ Excavating or grading which might result in erosion or which could render the KMGG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMGG's facility. At no time will cover be reduced to less than 36" without written approval by KMGG and a KMGG representative on site.
- ♦ A KMGG representative shall be notified prior to construction activities within twenty-five (25) feet of a KMGG pipeline or above ground appurtenance. The contractor **shall not** be allowed to work within twenty-five (25) feet of KMGG facilities without approval from the KMGG representative. The KMGG representative may or may not remain on site during the entire construction activity. Contractor shall use extreme caution and take appropriate measures to protect KMGG facilities. The contractor shall call the KMGG representative prior to backfilling around the KMGG facility to allow for a final inspection of the KMGG facility.
- ♦ Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMGG facility. KMGG personnel must be present.
- ♦ Temporary support of any exposed KMGG pipeline by Contractor may be necessary if required by KMGG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMGG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMGG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- ♦ No blasting shall be allowed within 1000 feet of KMGG's facilities unless blasting notification is given to KMGG including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.
- ♦ KMGG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMGG's facilities as a result of their activities whether or not KMGG representatives are present. KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.
- ♦ No blasting shall be allowed within 200 feet of KMGG's facilities unless blasting notification is given to KMGG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMGG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMGG. A written emergency plan shall be provided by the organization responsible for blasting.
- ♦ KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.



## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

- ♦ Any contact with any KMGG facility, pipeline, valve set, etc. shall be reported immediately to KMGG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- ♦ KMGG personnel shall install all test leads on KMGG facilities.

### **Local Kerr-McGee Gathering LLC Representation:**

Operations Manager	Kevin Osif, P.E.	Phone: (303) 655-4307
Staff Engineer:	Joseph E. Sanchez, P.E.	Phone: (303) 655-4319
Pipeline Foreman:	James Phillips	Phone: (303) 655-4343
Construction Foreman:	Jim McQuiston	Phone: (303) 655-4326
Construction Supervisor	Darrel Gentry	Phone: (303) 655-4326

### **Emergency Contacts:**

On call supervisor	Phone: (303) 559-4001
Kerr McGee 24 hour emergency number	Phone: (303) 659-5922
One Call Emergency	Phone: 811