

## **SURFACE USE AGREEMENT**

**THIS SURFACE USE AGREEMENT** ("Agreement") is effective this 29th day of July, 2013 ("Effective Date"), by and among KERR-McGEE OIL & GAS ONSHORE LP ("Kerr-McGee"), KERR-McGEE GATHERING LLC ("KMGG"), both with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202, and BAREFOOT LAKES LLC with an address of 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112 and referred to hereinafter as "Surface Owner." Surface Owner and Kerr-McGee are sometimes referred to hereinafter alone or together as a "Party" or the "Parties."

A. Surface Owner owns the surface estate for property in Weld County, Colorado, in portions of Sections 25, 35 and 36, Township 3 North, Range 68 West, the specific property within each Section of land being specifically described in the attached Exhibit 1A, Exhibit 1B and Exhibit 1C and hereinafter referred to as the "Section 25 Property," the "Section 35 Property," and the "Section 36 Property," respectively, and referred to altogether as the "Property," all such lands being visually depicted on the attached Exhibit 1D.

B. Surface Owner intends to develop the surface of the Property in the future for residential, industrial and commercial uses.

C. Kerr-McGee owns certain oil and gas leasehold interests for the Property pursuant to the oil and gas leases identified in Exhibit 2 for each of the Section 25 Property, Section 35 Property and Section 36 Property (altogether the "Leases," including any other oil and gas leases that cover the Property not identified in Exhibit 2), and Kerr-McGee operates oil and/or gas wells within each Section of land as identified in Exhibit 3, with rights to drill additional wells on the Property and further develop its oil and gas leasehold interests.

D. The oil and gas wells identified in Exhibit 3 are hereinafter referred to alone or together as an "Existing Well" or the "Existing Wells."

E. Surface Owner and Kerr-McGee have entered into various letter agreements with corresponding memorandum of agreement and a surface use agreement, each such agreement covering portions of the Section 25 Property, Section 35 Property and Section 36 Property, as described in the attached Exhibit 4, and all of which together are hereinafter referred to as the "Existing Agreements."

F. KMGG is an affiliate of Kerr-McGee and 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 foregoing (altogether the "Products") produced or transported from the Property and other lands.

G. The Parties enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate for the Property and to delineate the process with which they shall comply with respect to the development of the two estates.

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

1. Oil and Gas Operations Areas. Kerr-McGee shall drill and operate oil and gas wells on the Property only within the locations depicted as an “Oil and Gas Operations Area” on Exhibit 5A for the Section 25 Property, Exhibit 5B for the Section 35 Property and Exhibit 5C for the Section 36 Property, all such locations being referred to hereinafter alone or collectively as an “Oil and Gas Operations Area” or the “Oil and Gas Operations Areas” and hereinafter referred to for each Section of land as the “Section 25 Oil and Gas Operations Areas,” the “Section 35 Oil and Gas Operations Areas” and the “Section 36 Oil and Gas Operations Areas.” Certain of the Oil Gas Operations Areas within each of the Sections of land are also more specifically depicted on the applicable Exhibit as a “Horizontal Well Location” and referred to hereinafter as such; however, except as otherwise specifically provided herein, a reference to the Oil and Gas Operation Areas includes the Horizontal Well Locations. The Oil and Gas Operations Areas for each Section of land are as follows:

a. The Section 25 Property. The Oil and Gas Operations Areas for the Section 25 Property include the thirteen locations for the Existing Wells, generally in the centers of the quarter section or quarter quarter sections in the NE/4, NE/4NE/4 and SE/4NE/4, the SE/4, NE/4SE/4 and SE/4SE/4, the NW/4, NE/4NW/4, SE/4NW/4 and SW/4NW/4, and the SW/4, NE/4SW/4 and SW/4SW/4, all as depicted on Exhibit 5A and subparts. The four Oil and Gas Operations Areas in the NE/4NE/4, SE/4NE/4, NE/4SE/4 and SE/4SE/4 are Horizontal Well Locations and depicted as such on the Exhibit and referred to hereinafter collectively as the “Section 25 Horizontal Well Locations.”

b. The Section 35 Property. The Oil and Gas Operations Areas for the Section 35 Property include the three locations for the Existing Wells, one generally in the center of the NE/4, another in the SW/4SW/4 and a third in the NW/4SW/4 as depicted on Exhibit 5B and subparts. The Oil and Gas Operations Areas in the NW/4SW/4 and the SW/4SW/4 are Horizontal Well Locations and depicted as such on the Exhibit and referred to hereinafter together as the “Section 35 Horizontal Well Locations.”

c. The Section 36 Property.

i) The Oil and Gas Operations Areas for the Section 36 Property include the three locations for the Existing Wells, one generally in the center of each of the NE/4 and NW/4 and a third in the NW4/NW/4 as depicted on Exhibit 5C and subparts. In addition, a fourth Oil and Gas Operations Area in the NE/4NE/4 is a Horizontal Well Location and depicted as such on the Exhibit and referred to hereinafter as the “Section 36 Horizontal Well Location.”

ii) Kerr-McGee agrees that in the event it enters into a final agreement with the surface owner who owns the surface estate in the NW/4 of Section 35, Township 3 North, Range 68 West, before it commences drilling operations within the Section 36 Horizontal Well Location in which Kerr-McGee reserves

a location from which it can drill oil and/or gas wells to exploit oil and gas in the N/2 of Section 36, Township 3 North, Range 68 West, Kerr-McGee will relinquish the Section 36 Horizontal Well Location (but no other Oil and Gas Operations Area in Section 36 or otherwise), and the Parties will enter into an Amendment to this Agreement to document the relinquishment of the Section 36 Horizontal Well Location.

d. Components of the Horizontal Well Locations. Except for the Horizontal Well Location in the SW/4SW/4 of Section 35, all other Horizontal Well Locations consist of a "Temporary Operations Area" and a "Permanent Operations Area" in the sizes and configurations depicted on Exhibits 5A through 5C. Operations and uses within each area are 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 and facilities. 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) Temporary Operations Area. The "Temporary Operations Area" shall be the location for 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 and related electric and water lines, Kerr-McGee may not locate wells or permanent production facilities within the Temporary Operations Area without the permission and consent of Surface Owner, but may use the Temporary 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) Termination of Use of the Temporary Operations Areas. For each Temporary Operations Area for each Horizontal Well Location, the use by Kerr-McGee of the particular Temporary Operations Area shall terminate for the oil and gas operations provided for herein [but not for the facilities described as exceptions in subsection 1 d.(ii)], after such time as Kerr-McGee drills and completes the first well or group of wells, as the case may be, within the Horizontal Well Location, finishes all temporary operations within the Temporary Operations Areas for such well(s), removes any equipment placed temporarily within the Temporary Operations Area and complies with any applicable state and local rules and regulations related to such temporary uses (in each case, the "Temporary Use Deadline.")

(iv) Temporary Operations Areas/Surface Uses. Prior to the Temporary Use Deadline for each Horizontal Well Location, Surface Owner may use the Temporary Operations Areas for grazing, agricultural and recreational uses during those times that the area is not being used by Kerr-McGee for its 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 Temporary Operations Areas. In addition, Surface Owner may install low maintenance landscaping, soft surface trails and gravel parking areas within the Temporary Operations Areas; provided, however, Kerr-McGee shall in no event be liable for damages to such landscaping, trails or parking areas caused by its oil and gas operations. Following the Temporary Use Deadline for each Horizontal Well Location, the Temporary Operations Area shall be available to Surface Owner for its surface development, so long as such surface development does not in any way interfere with access to the Horizontal Well Location and operations therein and complies with applicable state and local rules and regulations and other approvals.

e. Except as specifically provided in subsection 1.d.(iv) for the Temporary Operations Areas within certain Horizontal Well Locations, all Oil and Gas Operations Areas shall be made available to Kerr-McGee for its exclusive use in their present condition for oil and gas operations to be conducted by Kerr-McGee, including, but are not limited to, drilling and production activities, workovers, well deepenings, recompletions, fracturing, re-fracturing, twinning, and the drilling of replacement wells and the location of flowlines, portions of pipelines, and associated oil and gas production and drilling equipment and facilities.

f. The Oil and Gas Operations Areas shall be in the locations and shall be the sizes and configurations depicted on Exhibits 5A through 5C.

g. Kerr-McGee shall continue to have the right to drill one or more wells with attendant facilities within the Oil and Gas Operations Areas and to deepen, recomplete or twin any well that is drilled or has been drilled, including directional and horizontal wells that produce from and drain the Property and lands other than the Property.

h. Surface Owner shall not plat any surface property lines or install or construct fences, roadways, trees, bushes or any other permanent improvements within the Oil and Gas Operations Areas that are not Horizontal Well Locations, the Permanent Operations Areas within the Horizontal Well Locations (including the Horizontal Well Location in the SW/4SW/4 of Section 35, all of which shall be considered as a Permanent Operations Area), Flowline Corridors or Pipeline Easements (as defined herein), and, except as may be otherwise provided in subsection 1.d.(iv) and subsection 4.b., no temporary or permanent building or other structure or improvement shall be located by Surface Owner within the Oil and Gas Operations Areas, Flowline Corridors or Pipeline Easements. Except as may be otherwise provided herein, the Oil and Gas Operations Areas, Flowline Corridors and Pipeline Easements shall be for the exclusive use of oil and gas operations and production.

2. Production Facility Locations.

a. Kerr-McGee shall have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other equipment for the operation and production of wells drilled pursuant to this Agreement: aa) within the Oil and Gas Operations Areas that are not Horizontal Well Locations; bb) within the Permanent Operations Areas within the Horizontal Well Locations and also within the Temporary Operations Areas, but only on a temporary basis and as otherwise provided in subsection 1.d.(ii); and cc) within the Production Facility Locations depicted as such on Exhibits 5A through 5C, all of which shall be the sizes and configurations depicted on the Exhibits.

b. Subsection 1.h. shall apply to the Production Facility Locations with respect to restrictions on Surface Owner for surface property lines, buildings, structures, fences, roadways, trees, bushes and other improvements within the Production Facility Locations and the exclusive use by Kerr-McGee of the Production Facility Locations.

3. Impact Mitigation and Production Facilities.

a. Except as provided in subsection 3.b., Surface Owner shall bear all costs to install such noise and visual impact mitigation measures it desires or the local jurisdiction requires around the Oil and Gas Operations Areas that are in excess of or in addition to those measures that are required by COGCC regulations; provided, however, the operator of the well within the particular Oil and Gas Operations Area shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations, any necessary consent from Kerr-McGee, however, not to be unreasonably withheld.

b. With respect to equipment and facilities other than flowlines or pipelines:

i. Kerr-McGee shall install and maintain, at its sole cost and expense, all fences around wells in compliance with COGCC rules and regulations and local rules and regulations in effect at the time Kerr-McGee files an application for a permit to drill with the COGCC. The fence material may be upgraded at Surface Owner's option so long as the upgrade complies with COGCC and local rules and regulations, Kerr-McGee consents to such upgraded fence, and Surface Owner pays the difference in cost between the upgraded fence and the one that Kerr-McGee would otherwise install. Kerr-McGee shall give Surface Owner fifteen (15) days advance notice that it intends to install the fence. Kerr-McGee shall not unreasonably refuse Surface Owner's request to upgrade the fence material;

ii. Kerr-McGee shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of wells or facilities within the Oil and Gas Operations Areas. Such gates and locks shall be the standard gates and locks used by Kerr-McGee;

iii. Kerr-McGee shall paint production facilities for wells, including wellhead guards, with paint that is approved by the COGCC and reasonably acceptable to Surface Owner;

iv. Kerr-McGee shall install tanks to service future wells to be drilled on the Property at its expense, utilizing such tanks as Kerr-McGee deems necessary or convenient for its oil and gas operations. Kerr-McGee shall not be required to replace tanks and other production facilities that may be currently installed on the Property that service Existing Wells; and

v. Surface Owner shall not inhibit access to the Oil and Gas Operations Areas or Production Facility Locations or inhibit oil and gas operations within the Oil and Gas Operations Areas or Production Facility Locations by landscaping or other improvements, unless otherwise agreed upon between Kerr-McGee and Surface Owner.

4. Access to Oil and Gas Operations Areas.

a. Kerr-McGee shall continue to have the right to use its historic access roads to access all Oil and Gas Operations Areas, as depicted on Exhibits 5A through 5C, and access roads to any Horizontal Well Location without an Existing Well shall be at the location depicted on the applicable Exhibit. Notwithstanding any other provision in this Agreement, Surface Owner shall provide Kerr-McGee with continuous access to all Oil and Gas Operations Areas and Production Facility Locations at all times.

b. Notwithstanding any other provision herein to the contrary, Surface Owner may construct, maintain and use a road right-of-way to be located within, but no closer than, 110 feet of the Existing and Future Wells to be drilled within the Oil and Gas Operations Area in the center of the NE/4 and depicted on Exhibit 5B ("NE/4 Section 35 Location"). The Parties agree that Kerr-McGee shall have no liability for damages to the road located by Surface Owner within the NE/4 Section 35 Location as provided herein caused by its non-negligent oil and gas operations. The Parties specifically agree that damage caused by Kerr-McGee from equipment customarily used for oil and gas operations in the Denver-Julesburg Basin shall not be considered negligence.

c. Prior to both the surface development of a particular Section of land (i.e. the Section 25 Property, Section 35 Property or Section 36 Property, as the case may be) and oil and gas operations within a Horizontal Well Location within the Section, Surface Owner may request that a future access road provided for herein be changed to a different location within the Section, and Kerr-McGee shall not unreasonably withhold consent to the relocation. In the event that the Parties agree to the relocation of a future access road(s), they shall enter into an Amendment to this Agreement that identifies the agreed upon location(s).

d. Existing access roads may be changed by mutual agreement of Surface Owner and Kerr-McGee upon sixty (60) days prior written notice; provided however, all costs and expenses of such relocations shall be borne by the Party that requests them. Any such

relocated access road shall be constructed to meet the standards of the access road that Kerr-McGee had been using if such relocation occurs before surface development, or, if after surface development, the standard in subsection 4.f.

e. No Party shall unreasonably interfere with the use by the other of an access road.

f. Construction and Width of Access Roads.

(1) Access roads or portions of access roads that are jointly used by Kerr-McGee and Surface Owner and that are constructed by Surface Owner as part of its surface development of the Property shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all such paved or improved joint access roads so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct the roads so that they can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle.

(2) Access roads or portions of access roads that are used exclusively by Kerr-McGee or constructed by Kerr-McGee prior to surface development, shall be generally thirty (30) feet or more in width, and Kerr-McGee shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations.

g. Curb Cuts.

(1) Except as specifically provided in subsection 4.g.(2) with respect to a curb cut off of Weld County Road 9 ½, at such time as Surface Owner develops applicable portions of the Property, Surface Owner agrees that it will obtain and pay the costs to obtain from the local jurisdiction, permits for curb cuts that are required because of its surface development and at locations that are reasonably acceptable to Kerr-McGee. Said curb cuts shall be forty (40) feet in width.

(2) With respect to a curb cut off of Weld County Road 9 ½ and at the time Kerr-McGee prepares to commence drilling wells in one or both of the Section 35 Horizontal Well Locations, Kerr-McGee at its sole cost and expense shall apply to the County for a permit for the curb cut, such curb cut to be sixty (60) feet in width or such other width deemed necessary by Kerr-McGee.

5. Pipelines, Flowlines and Pipeline Easements.

a. Subject to the limitations herein, Kerr-McGee and KMGG or other designated gas gatherer, has a continuing right and entitlement to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to their operations on the Property. Although this Agreement is intended to confine the placement of pipelines to certain specified locations within the Property, Kerr-McGee or KMGG may place pipelines or flowlines outside the locations specified herein and depicted on the Exhibits with the consent of Surface Owner, such consent not to be unreasonably withheld, conditioned or delayed.

b. Flowlines and pipeline easements located outside the Oil and Gas Operations Areas that are currently located on the Property and those to be located on the Property in the future are at the locations depicted on Exhibits 5A through 5C as the "Existing Pipeline Easements" and "Future Pipeline Easements" (together the "Pipeline Easements") and as the "Existing Flowline Corridors" and the "Future Flowline Corridors" (together the "Flowline Corridors"). If a certified survey has not been completed for an existing pipeline or future pipeline, the locations of such pipelines as depicted on the Exhibits are approximate locations.

c. Locations of existing pipelines and Pipeline Easements and flowlines and Flowline Corridors may be changed by mutual agreement of Surface Owner and Kerr-McGee or KMGG, as applicable; provided, however, all costs and expenses of such relocations shall be borne by the Party which requests the relocation and pursuant to a separate pipeline relocation agreement.

d. Prior to both the surface development of a particular Section of land (i.e. the Section 25 Property, Section 35 Property or Section 36 Property, as the case may be) and oil and gas operations within a Horizontal Well Location within the Section, Surface Owner may request the relocation of a Future Pipeline Easement or Future Flowline Corridor to a different location within the Section on the Property, and Kerr-McGee shall not unreasonably withhold its consent to the relocation. In the event that the Parties agree to the relocation of a Pipeline Easement or Flowline Corridor, they shall enter into an Amendment to this Agreement that identifies the agreed upon location.

e. Pipeline Easements shall be seventy-five (75) feet in width during construction activities and fifty (50) feet in width for all operations, maintenance and transportation activities. Flowline Corridors shall be thirty (30) feet in width and may be used for the installation of subsurface flowlines, electric lines and water lines and for the location of temporary above ground water lines to be used during drilling and completion operations on wells.

f. Surface Owner shall have the right to cross Pipeline Easements and Flowline Corridors with roadways and other utilities; provided that, such crossing is made at an angle of between 60 degrees and 90 degrees. Surface Owner shall also have the right to install and maintain easements that are both adjacent to and within the Pipeline Easements (but only adjacent to and not within the Flowline Corridors) for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however: i) any new underground facilities which travel along a Pipeline Easement identified herein shall be located a distance horizontally of at least ten feet (10') from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four inches (24") of vertical clearance between such new facility and a pipeline provided for herein; and iii) any overhead power lines shall be at least twenty feet (20') above the ground. Surface Owner agrees that, and will notify each utility company that, except in cases of emergency, Kerr-McGee must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten feet (10') of its easement areas.



g. Surface Owner acknowledges that it has received a copy of a document from Kerr-McGee titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 1/2011) with which Surface Owner agrees to comply and that is attached hereto as Exhibit 7.

h. Surface Owner shall grant the pipeline easements reflected on Exhibits 5A through 5C (for production from the Property and/or other lands) to Kerr-McGee or, at the request of Kerr-McGee, to KMGG, at the time Kerr-McGee requests them and at no cost to it, such pipeline right-of-way grant to be substantially in the form attached hereto as Exhibit 6.

i. Surface Owner will provide Kerr-McGee with at least fourteen (14) days advance written notice before it begins to pave current and future streets and access routes where intrusion upon access routes, Pipeline Easements or Flowline Corridors may occur in order to allow Kerr-McGee the opportunity to lay new flowlines or pipelines that cross underneath the streets or access routes. If Surface Owner does not give the notice required herein, Kerr-McGee may bore underneath the paved streets and access routes, such costs and expenses for boring to be paid by Surface Owner.

j. If Surface Owner's development plans anticipate that roadways will or may in the future cross over existing pipelines or flowlines, Surface Owner will pothole or request that Kerr-McGee pothole the pipelines or flowlines to check the depth of such pipelines or flowlines. Prior to Surface Owner's installation of a new roadway, Kerr-McGee or KMGG will lower, as required, the affected pipelines or flowlines to sufficient depth for the road elevations. Surface Owner agrees to pay Kerr-McGee or KMGG, as applicable, the reasonable cost of inspecting and lowering the pipelines or flowlines, as well as the reasonable cost of any sub-grade work required to achieve road construction specifications.

k. Amendments to Existing Pipeline Easements.

(i) The Parties agree to amend pipeline easements and rights-of-way grants ("Amendments") that cover all or a portion of the Property so that all such pipeline easements include language that provides: i) the right to install, construct and maintain multiple lines; ii) a construction easement of seventy-five feet (75') reduced to a permanent easement of fifty feet (50') following the installation of pipeline(s); and iii) the right to use the easement for all purposes described in the granting clause (second paragraph) of the attached Exhibit 6, Right-of-Way Grant. Such Amendments to existing pipeline easements shall include those easements identified by number on the attached Exhibits 5A through 5C as follows:

- (aa) For Section 25: Easements depicted on Exhibit 5A as 16-129-4 and 14-759-4
- (bb) For Section 35: Easement depicted on Exhibit 5B as 16-159-4
- (cc) For Section 36: Easements depicted on Exhibit 5C as 16-03-134-4 and 16-210-4

(ii) Surface Owner shall grant the Amendments at the request of KMGG or Kerr-McGee, as the case may be, in the form provided by the Kerr-McGee entity.

(iii) The Parties understand and acknowledge that there may be additional existing pipeline easements not identified in subsections 5.k.(i) (aa) through (cc) for which KMGG or Kerr-McGee, in its discretion, requires the easement to be amended to provide for some or all of the rights identified in subsection 5.k.(i). Surface Owner shall provide all such Amendments upon request and as described herein.

1. Right-of-Way in the SE/4 of the Section 25 Property. Exhibit 5A depicts the location of an existing pipeline easement identified as 14-759-4 in the SE/4 of Section 25 on the Section 25 Property which connects the Existing Wells in the SE/4SE/4 of Section 25 to the pipeline easement depicted on Exhibit 5A as 16-129-4. Upon the written request of Surface Owner, KMGG or Kerr-McGee, as applicable, agrees that it will remove the pipeline(s) located in the pipeline easement identified as 14-759-4 and relocate or install pipeline(s) in the location depicted on Exhibit 5A as the “New Pipeline Easement” at such time as: i) Surface Owner provides KMGG or Kerr-McGee, as applicable, with a Right-of-Way Grant for the New Pipeline Easement in the form attached as Exhibit 6; and ii) the Kerr-McGee entity installs the new pipeline(s) within the New Pipeline Easement, and such pipeline(s) are, in the sole opinion of the Kerr-McGee entity, fully operational.

m. Existing Easements/Rights-of-Ways. Notwithstanding any other provision in this Agreement to the contrary, nothing in this Agreement limits or affects those certain existing pipeline easements on the Section 25 Property described as: i) Right-of-Way Grant dated February 15, 1973 from Edward Rademacher and Magdalena A. Rademacher, husband and wife, to Panhandle Eastern Pipe Line Company recorded February 21, 1974 in Book 709 at Reception No. 1630649, covering the SW/4 of Section 25; and ii) Right-of-Way Grant dated February 15, 1974 from Emery Dale Graham and Inez Belle Graham, husband and wife, Louis J. Rademacher and Frances Rademacher, husband and wife, to Panhandle Eastern Pipe Line Company recorded February 25, 1974 at Reception No. 1630871, covering the SE/4 of Section 25, both recorded in the Office of the Clerk and Recorder for Weld County.

n. Grading and Grading Plans. With respect to the depth at which KMGG or Kerr-McGee shall install pipelines, the following applies:

i) Kerr-McGee or KMGG, as applicable, shall provide Surface Owner with thirty (30) days advance notice that it intends to commence the installation of a Future Pipeline or the relocation of an Existing Pipeline. Within ten (10) days from the date it receives notice, Surface Owner shall provide Kerr-McGee or KMGG with any grading plan it has that covers the Section of land and the applicable Horizontal Well Location(s) or otherwise request that Kerr-McGee or KMGG install the pipeline at a specific depth. In such cases, Kerr-McGee or KMGG shall consult with Surface Owner to determine the depth to which the pipeline should be installed in order to conform to the request or the grading plan, and Kerr-McGee shall not unreasonably withhold its consent to the request or grading plan; provided, however, Kerr-McGee or KMGG shall in no event agree to install the pipeline to a depth greater than 72 inches

or less than 36 inches from the then existing grade. Following the installation of the pipeline by Kerr-McGee or KMGG, Surface Owner shall not thereafter change the grade at which the pipeline is installed such that the cover over the pipeline is less than 36 inches or more than 72 inches.

ii) In the absence of a grading plan or a request from Surface Owner, Kerr-McGee or KMGG, as applicable, shall bury pipelines to be installed in the future at a depth of approximately 48 inches from the surface, and Surface Owner shall maintain a minimum of 48 inches and not more than 72 inches of cover over all pipelines and flowlines during its operations on the Property.

o. Surface Owner may install low maintenance landscaping and soft surface and/or concrete trails that are either parallel to or that meander over Pipeline Easements and Flowline Corridors; provided, however, Kerr-McGee and KMGG shall in no event be liable for damages to such landscaping or trails caused by their oil and gas operations.

6. Kerr-McGee's Use of the Property. Except for the Oil and Gas Operations Areas, Production Facility Locations, Flowline Corridors, Pipeline Easements and access roads provided for in this Agreement, Kerr-McGee shall not occupy the surface of the Property, except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, for which Kerr-McGee shall be responsible for any damages that may occur.

7. Plats and Local Applications. Surface Owner shall identify the Oil and Gas Operations Areas, Production Facility Locations, Flowline Corridors, Pipeline Easements and access routes on its plats and in all applications for development it files with a local jurisdiction, and the plats shall include restrictions that no property line or temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within the Oil and Gas Operations Areas, Production Facility Locations, Flowline Corridors and Pipeline Easements, except as may be provided herein. Surface Owner shall record the plats in the Office of the Clerk and Recorder of Weld County and provide written evidence to Kerr-McGee of the recording.

8. Waiver of Surface Damage Payments.

a. Except for wells to be drilled within Horizontal Well Locations and surface damage payments to be paid by Kerr-McGee to Surface Owner for wells drilled within the Horizontal Well Locations as described in that certain Letter Agreement between Surface Owner and Kerr-McGee dated contemporaneously with this Agreement ("Letter Agreement"), Surface Owner hereby waives all surface damage payments or other such payments for the use of the Property or portions thereof pursuant to any current or future COGCC or local regulation, state statute, common law or prior agreement for each and every well and related well site that is or will be drilled and located within the Oil and Gas Operations Areas other than in the Horizontal Well Locations and for associated oil and gas equipment and facilities, flowlines, access roads and pipeline easements for such wells. Kerr-

McGee or their lessees or their assignees may provide a copy of this Agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver.

b. The term "surface damages" shall be given the meaning commonly used in the oil and gas industry as a one-time payment for the reasonable use of the surface and crop loss, among other things, and is not intended to apply to or be a waiver of damages caused by the negligence of Kerr-McGee or its unreasonable use of the surface.

9. Waiver of Setback Requirements.

a. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rules 603 and 604, or any successor rule or amendment to the COGCC setback rules (including the high density setback distances and all Exception Zone setbacks) 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 Kerr-McGee, or its successors and/or assigns, to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that Kerr-McGee may cite the waiver in this section 9 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

b. In addition to the general waiver of setbacks and state and local setback regulations contained in subsection 9.a., Surface Owner hereby specifically agrees that it will not file an application with the COGCC or request that the COGCC designate any portion of the Property as a "designated outside activity area" or other similar designation, and Surface Owner hereby waives its rights to do so. Nor shall Surface Owner promote, support or in any way participate in the filing by any third party of such an application or request.

10. Governmental Proceedings.

a. Surface Owner Will Not Object. Surface Owner agrees: i) it will not object in any forum to the use by Kerr-McGee of the surface of the Property consistent with this Agreement and hereby waives any such right to object; ii) it will provide such other written approvals and waivers that are requested by Kerr-McGee and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location; iii) it waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well and waives its right to request such conditions; iv) it consents to the location of multiple wells within an Oil and Gas Operations Area that are greater or less than fifty (50) feet apart, so long as all such wells are located within the Oil and Gas Operations Area or Permanent Operations Area, as applicable; and v) it waives its rights

to object, request a hearing before the COGCC or that conditions be attached to a COGCC permit to drill, and to allege noncompliance with COGCC rules or applicable statutes, or to allege potential adverse impacts to public health, safety and welfare, including the environment and wildlife resources, that are within the jurisdiction of the COGCC with respect to COGCC Applications for Permit to Drill ("Form 2") and COGCC Oil and Gas Location Assessments ("Form 2A").

b. Kerr-McGee Will Not Object. Kerr-McGee agrees that it will not object in any forum to a request by Surface Owner to annex, zone, rezone, plat or replat all or any portion of the Property to extent such request is consistent with this Agreement and the attached Exhibits.

11. Notices of Hearings. Surface Owner shall provide Kerr-McGee with written notice not less than thirty (30) days before each hearing for consideration of an application for development, including a plat application, planned unit development application or other land use application for the Property or portions of the Property to be held before a local jurisdiction.

12. Notice to Purchasers, Tenants and Builders. Surface Owner shall furnish all buyers of the Property from Surface Owner and current and future surface lessees with a plat or map showing the locations of the Oil and Gas Operations Areas, Production Facility Locations, Flowline Corridors, Pipeline Easements and access routes. In addition, Surface Owner shall provide written notice to all builders, homeowners, homeowners associations, metropolitan districts and other buyers of the Property from Surface Owner by recording the form of notice document attached as Exhibit 8.

13. Notice of Future Operations.

Kerr-McGee shall provide at least seven (7) days written notice to Surface Owner prior to commencing actual operations in connection with the reworking, fracturing, deepening or recompletion operations on a well; provided, however, Kerr-McGee shall provide at least thirty (30) days written notice to Surface Owner prior to commencing the drilling of future wells. Regardless of the foregoing notice requirements, Kerr-McGee shall have immediate access to its wells, equipment and facilities in the event of an emergency.

After receipt of the above notice, but not less than five (5) working days prior to Kerr-McGee's mobilization within the particular Oil and Gas Operations Area, either Kerr-McGee or Surface Owner may request an on-site meeting. The purpose of the meeting shall be to inform Surface Owner of the expected activity and to coordinate site access, hazards, barricades, restoration or any other issues that affect the use of the Property by Surface Owner.

14. Drilling and Completion Operations.

a. Kerr-McGee shall endeavor to diligently pursue drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of

drilling. Surface Owner waives any objections to continuous (i.e., 24-hour) drilling operations.

b. The Parties understand that Surface Owner anticipates that it will begin its initial development of the surface of the Property beginning in the SW/4 of Section 35 on the Section 35 Property and that such surface development could include the construction and completion of the first model home sometime in the middle of July 2014. Kerr-McGee shall use its best efforts to apply for permits with the COGCC and Weld County to drill wells to be located in the two Section 35 Horizontal Well Locations as soon as is practicable, diligently pursue the approval of the permits, and drill, complete and construct associated production facilities for wells to be drilled within the Section 35 Horizontal Well Locations ("Horizontal Wells"); provided however, Kerr-McGee makes no guarantees or representations regarding the time period in which it will drill and complete the Horizontal Wells.

15. Compliance with COGCC Rules and Regulations. Kerr-McGee shall comply with the rules and regulations of the COGCC in conducting its oil and gas operations on the Property, including regulations for interim and final reclamation, site clean-up and spill reporting; provided, however, this agreement by Kerr-McGee to comply with such rules and regulations does not create a private right of action in Surface Owner.

16. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of Kerr-McGee 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 amended. Surface Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of Kerr-McGee 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.

17. Limitation of Liability, Release and Indemnity.

- a. No Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to the other Party for activities undertaken within the scope of this Agreement;
- b. Except as to claims arising out of pollution or environmental damage (which claims are governed by section 18 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each Party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each Party's ownership or operations on the

Property, no matter when asserted, subject to applicable statutes of limitations. Each Party shall release, defend, indemnify and hold the other Party, its officers, directors, employees, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in the Parties to this Agreement, other than the right to be indemnified for Claims as provided herein;

- c. Upon the assignment or conveyance of a Party's entire interest in the Property, that Party shall be released from its indemnification obligations in subsection 17.b. above for all actions or occurrences happening after such assignment or conveyance.

18. Environmental Indemnities.

The provisions of section 17 above, except for subsection 17.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of subsection 17.a. above:

- i) "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interests, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;
- ii) "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and
- iii) Environmental Indemnification. Kerr-McGee shall fully protect, defend, indemnify and hold harmless Surface Owner, any applicable homeowner's association or metropolitan district, and any lot owner

who purchases a lot from Surface Owner, from Environmental Claims relating to the Property that arise out of Kerr-McGee's leasehold ownership or oil and gas operations on the Property. Surface Owner, its successors and assigns, shall fully protect, defend, indemnify and hold harmless Kerr-McGee from any and all Environmental Claims relating to the Property that arise out of Surface Owner's ownership or development of the Property.

19. Exclusion from Indemnities. The indemnities of the Parties herein shall not cover or include any amounts which the indemnified Party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve either Party from any obligations to third parties.

20. Notice of Claim for Indemnification. If a Claim is asserted against a Party for which the other Party would be liable under the provisions of sections 17 or 18 above, it is a condition precedent to the indemnifying Party's obligations hereunder that the indemnified Party give the indemnifying Party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified Party, including a copy of the Claim (if it is a written Claim). The indemnified Party shall make a good faith effort to notify the indemnifying Party within five days of receipt of a Claim and shall effect such notice in all events within such time as will allow the indemnifying Party to defend against such Claim.

21. Application to Interests Owned by Kerr-McGee. This Agreement applies to Kerr-McGee to the extent that it owns oil and gas leasehold interests in the Property.

22. Term of Agreement. This Agreement shall become effective on the Effective Date when it is fully executed and shall remain in full force and effect for each Section of land until both: i) Kerr-McGee's leasehold estate expires or is terminated; and ii) Kerr-McGee has plugged and abandoned all wells owned all or in part by Kerr-McGee and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and with all other applicable provisions of the leases and all existing laws, rules and regulations.

23. Representation of Surface Owner. Surface Owner represents that there are no deeds of trust, mortgages or other liens or encumbrances on the Property placed by Surface Owner or caused to be placed by Surface Owner pursuant to which another person or entity could void this Agreement or have a prior claim. Surface Owner further agrees that it will create no lien, mortgage, deed of trust, or other encumbrance on the Property or any portion of the Property prior to the time this Agreement is recorded in the Office of the Clerk and Recorder of Weld County.

24. Amendment to Existing Planned Unit Development Plan and Approved Plats.

a. Surface Owner shall amend the zoning plan and associated site plans and plats that were approved by Weld County as the St. Vrain Lakes Filing No. 1 Final Plat to reflect and depict all of the Oil and Gas Operations Areas, Production Facility Locations, Pipeline



Easements, Flowline Corridors and access roads provided for herein and depicted on Exhibits 5A through 5C. Surface Owner shall diligently pursue the approval of the revised plans and/or plats; provided, that, Surface Owner makes no guarantees or representations regarding the time period in which such approvals will be obtained.

b. The Parties understand and acknowledge that the Section 35 Horizontal Well Location in the NW/4SW/4 ("NW/4SW/4 Location") is in a location and configuration such that a portion of the Permanent Operations Area is immediately adjacent to the road right-of-way depicted on Exhibit 5B as the "County Road" that Surface Owner has dedicated to Weld County ("County") as part of the approval by the County of the St. Vrain Lakes Filing No. 1 final plat application. The Parties agree that in the event that either the County or the COGCC refuses to approve an application for permit to drill or to grant any other necessary approvals to drill wells in the NW/4SW/4 Location because of the distance between the proposed well and the County Road and the well is proposed to be located at least 110 feet from the Road, Surface Owner will submit an application to amend the plat to move the location of the County Road to a location that is acceptable to the COGCC or County, as the case may be.

25. Authority to Execute Agreement. Each Party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights or oil and gas leasehold interests it owns in the Property.

26. No Waiver of Rights. Kerr-McGee does not waive the rights it has pursuant to its oil and gas leasehold interests (including under the Leases described in Exhibit 2) to explore for, drill and produce the oil and gas for the Property or for ingress and egress to the Oil and Gas Operations Areas and Production Facility Locations, except as specifically provided in this Agreement.

27. Successors and Assigns. This Agreement and the covenants in it shall be binding upon the lessees and assignees of lessees and also the personal representatives, heirs, successors and assigns of the Parties, and the benefits of this Agreement shall inure to all of them. This Agreement and all of the covenants in it shall be covenants running with the land.

28. Recording and Subordination. Kerr-McGee shall record this Agreement with the Clerk and Recorder of Weld County and provide evidence to Surface Owner of the recording.

29. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflict of law provisions.

30. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted in Denver, Colorado, and shall be administered by the American Arbitration Association under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

31. Construction. The Parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

32. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

33. 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; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

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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Surface Owner:	Barefoot Lakes LLC 188 Inverness Drive West, Suite 150 Englewood, Colorado 80112
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Either Party may, by written notice as provided in this section, change the address of the individual to whom delivery of notices shall be made thereafter.

34. Incorporation by Reference. Exhibits 1 through 8 and subparts are incorporated into this Agreement by this reference.

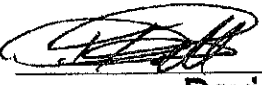
35. Entire Agreement. This Agreement, the Letter Agreement and the Leases set forth the entire understanding between the Parties and supersede any and all previous communications, representations or agreements, whether oral or written. This Agreement supersedes and replaces the Existing Agreements in all respects. No change of any of the terms or conditions herein shall be valid or binding on either Party unless in writing and signed by an authorized representative of each Party.

36. Necessary Acts/Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

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

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

KERR-McGEE OIL & GAS ONSHORE LP

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

*WMB*

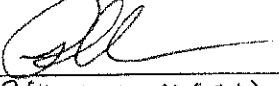
BAREFOOT LAKES LLC

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

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

KMGG signs this Agreement in its capacity as the entity which does or 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, but shall have the right to enforce the obligations in section 5. KMGG makes no representations regarding the locations of pipelines or pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibits 5A through 5C. Nothing in this Agreement affects the easements that KMGG currently may have 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: RONALD OLSEN  
Its: AGENT & ATTORNEY-IN-FACT

*WMB*

36. Necessary Acts/Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

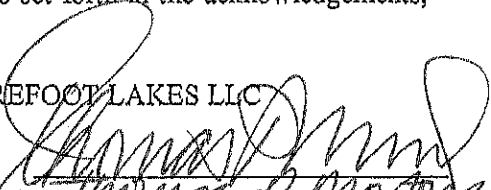
37. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

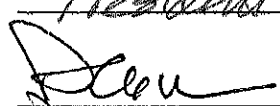
IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date written above.

KERR-McGEE OIL & GAS ONSHORE LP

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

BAREFOOT LAKES LLC

By:   
Name: Thomas P. Norton  
Its: President

By:   
Name: Daniel K. Kowalski  
Its: Vice President

-----  
KMGG signs this Agreement in its capacity as the entity which does or 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, but shall have the right to enforce the obligations in section 5. KMGG makes no representations regarding the locations of pipelines or pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibits 5A through 5C. Nothing in this Agreement affects the easements that KMGG currently may have 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**

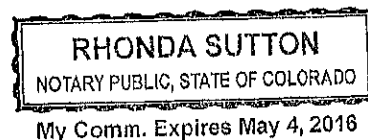
STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 31 day of July, 2013, by David Bell, as Agent and Attorney-In-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: May 4, 2016  
Rhonda Sutton  
Notary Public

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

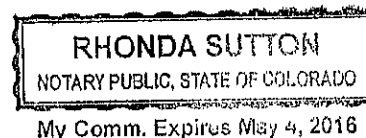


The foregoing instrument was acknowledged before me this 31 day of July, 2013, by Ronald Olsen, as Agent in Attorney-In-Fact for KERR-McGEE GATHERING LLC.

Witness my hand and official seal.

My Commission expires: May 4, 2016  
Rhonda Sutton  
Notary Public

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



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

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**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.

Witness my hand and official seal.

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

\_\_\_\_\_  
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.

Witness my hand and official seal.

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

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ALAMOSA )

The foregoing instrument was acknowledged before me this 31st day of JULY, 2013, by THOMAS P. MORTON as PRESIDENT for BAREFOOT LAKES LLC.

Witness my hand and official seal.

My Commission expires:  
**CAROLE DODERO**  
NOTARY PUBLIC  
STATE OF COLORADO

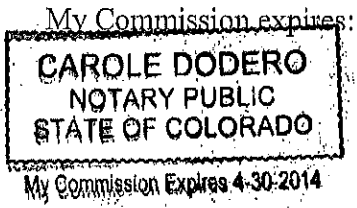
My Commission Expires 4-30-2014

Carole Dodero  
Notary Public

STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) ss.

The foregoing instrument was acknowledged before me this 31st day of JULY, 2013, by DANIEL F. ROMERO as VICE PRESIDENT for BAREFOOT LAKES LLC.

Witness my hand and official seal.



Carole Dodero  
Notary Public

**Exhibits 1A through 1C**  
to  
**Surface Use Agreement**  
**effective July 29, 2013**  
**among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the**  
**limited purposes described herein) and Barefoot Lakes LLC**

**Legal Description**

**Township 3 North, Range 68 West**

**Portions of Section 25, Section 35 and Section 36**

**See attached Exhibits 1A through 1D for legal descriptions for the Section 25 Property,  
Section 35 Property and Section 36 Property consisting of eleven (11) pages.**



**EXHIBIT 1A**

**LEGAL DESCRIPTION OF THE SECTION 25 PROPERTY**

A PARCEL OF LAND BEING A PART OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID SECTION 25 AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN TO BEAR SOUTH 89°16'34" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, NORTH 00°12'43" WEST, A DISTANCE OF 2654.50 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, NORTH 00°13'07" WEST, A DISTANCE OF 518.80 FEET TO THE SOUTHWEST CORNER OF LOT A, RECORDED EXEMPTION NO. 1207-25-2 RE4103 AS RECORDED AT RECEPTION NO. 3303561 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID LOT A THE FOLLOWING THREE (3) COURSES:

1. NORTH 88°54'53" EAST, A DISTANCE OF 480.00 FEET;
2. NORTH 23°22'49" EAST, A DISTANCE OF 282.43 FEET;
3. SOUTH 88°54'53" WEST, A DISTANCE OF 593.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID WEST LINE, NORTH 00°13'07" WEST, A DISTANCE OF 1788.74 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 66 AS DESCRIBED IN BOOK 1491 AT PAGE 509 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 88°49'38" EAST, A DISTANCE OF 30.00 FEET;
2. NORTH 43°50'07" EAST, A DISTANCE OF 70.70 FEET;
3. NORTH 88°49'43" EAST, A DISTANCE OF 1245.14 FEET TO THE NORTHWEST CORNER OF LOT A, RECORDED EXEMPTION NUMBER 1207-25-2-RE1450 AS RECORDED AT RECEPTION NO. 2305632, IN SAID RECORDS;

THENCE ALONG THE BOUNDARIES OF SAID LOT A THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 01°10'17" EAST, A DISTANCE OF 411.50 FEET;
2. NORTH 87°41'05" EAST, A DISTANCE OF 196.62 FEET;
3. NORTH 35°26'31" EAST, A DISTANCE OF 112.28 FEET;
4. NORTH 34°20'46" EAST, A DISTANCE OF 124.91 FEET;
5. NORTH 14°19'58" EAST, A DISTANCE OF 223.93 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 88°49'43" EAST, A DISTANCE OF 905.29 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 66 AS DESCRIBED IN BOOK 1491, AT PAGE 511, IN SAID RECORDS THE FOLLOWING FOUR (4) COURSES:

1. NORTH 88°49'28" EAST, A DISTANCE OF 2390.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11,420.00 FEET;
2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°50'40", AN ARC LENGTH OF 168.31 FEET;
3. SOUTH 43°43'11" EAST, A DISTANCE OF 68.87 FEET;
4. NORTH 89°59'28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID EAST LINE, SOUTH 00°19'19" EAST, A DISTANCE OF 2555.00 FEET TO THE EAST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 1606745, IN SAID RECORDS;

THENCE ALONG THE BOUNDARIES OF SAID PARCEL OF LAND THE FOLLOWING THREE (3) COURSES;

1. ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, SOUTH 88°45'03" WEST, A DISTANCE OF 514.00 FEET;
2. SOUTH 00°25'49" EAST, A DISTANCE OF 450.00 FEET;
3. NORTH 88°45'03" EAST, A DISTANCE OF 514.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID EAST LINE, SOUTH 00°25'49" EAST, A DISTANCE OF 2203.83 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 25;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, SOUTH 88°30'51" WEST, A DISTANCE OF 2634.08 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 25;

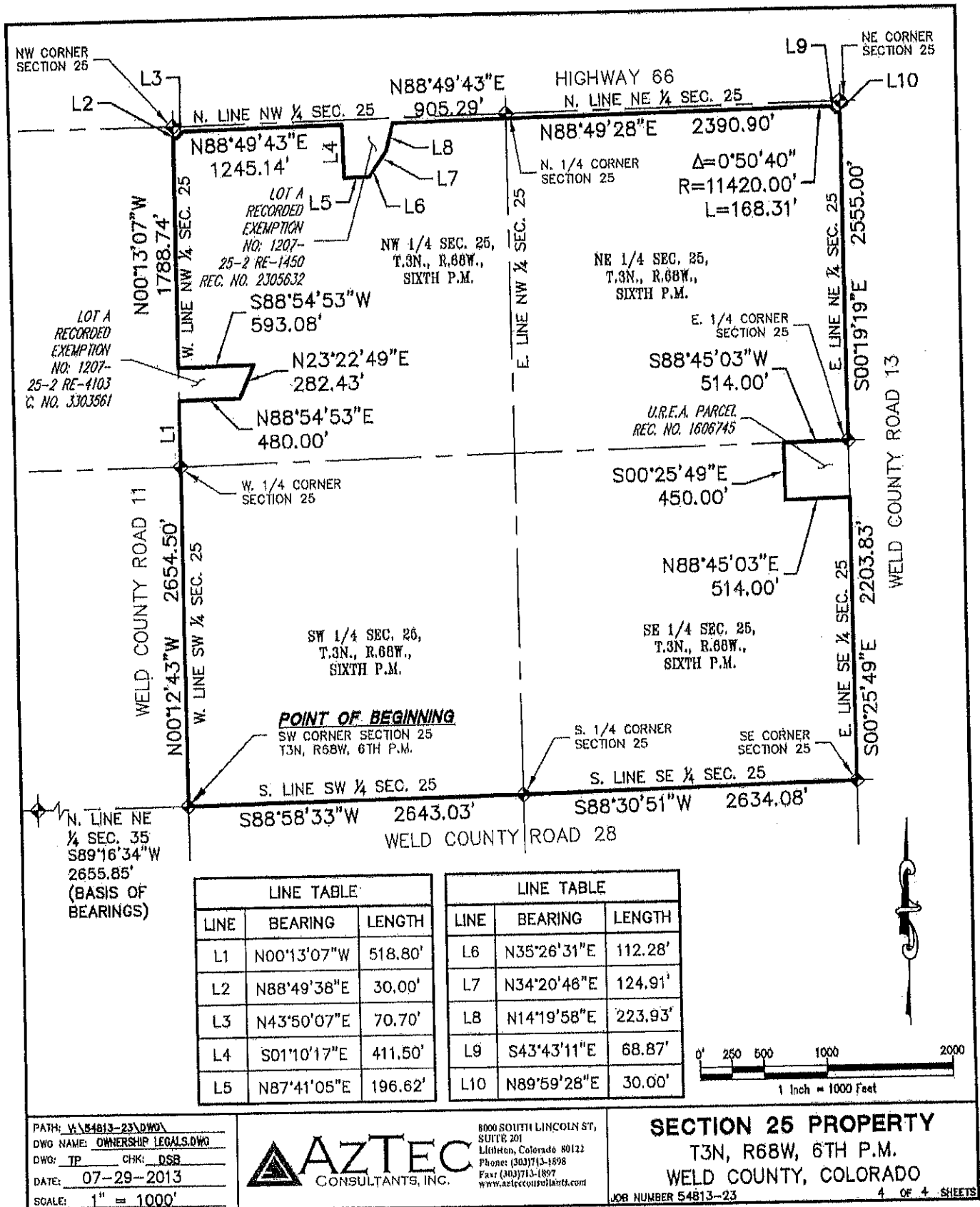
THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SOUTH 88°58'33" WEST, A DISTANCE OF 2643.03 FEET TO THE POINT OF BEGINNING.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEREK S. BROWN, PLS  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122  
303-713-1898

# ILLUSTRATION TO EXHIBIT 1A



**EXHIBIT 1B**

**LEGAL DESCRIPTION OF THE SECTION 35 PROPERTY**

A PARCEL OF LAND BEING A PART OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID SECTION 35 AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO BEAR NORTH 89°16'34" EAST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, SOUTH 00°15'20" EAST, A DISTANCE OF 1337.69 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, SOUTH 00°15'10" EAST, A DISTANCE OF 1337.74 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, SOUTH 00°15'40" EAST, A DISTANCE OF 1337.67 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, SOUTH 89°15'43" WEST, A DISTANCE OF 522.99 FEET TO THE NORTHEAST CORNER OF SUBDIVISION EXEMPTION NO. 741 AS RECORDED AT RECEPTION NUMBER 2669206 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION EXEMPTION NO. 741 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 72°40'05" WEST, A DISTANCE OF 825.83 FEET;
2. SOUTH 66°34'28" WEST, A DISTANCE OF 1420.78 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35;

THENCE ALONG SAID WEST LINE, NORTH 00°42'02" WEST, A DISTANCE OF 21.71 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2261418, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, SOUTH 77°43'35" WEST, A DISTANCE OF 2395.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 25 AS DESCRIBED IN RECEPTION NUMBER 3019961, IN SAID RECORDS;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY 25 THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 00°01'11" WEST, A DISTANCE OF 119.70 FEET;
2. SOUTH 89°58'49" WEST, A DISTANCE OF 114.82 FEET;

3. NORTH 00°01'11" WEST, A DISTANCE OF 186.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3,379.26 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'52", AN ARC LENGTH OF 366.52 FEET;
5. TANGENT TO SAID CURVE, NORTH 06°14'03" WEST, A DISTANCE OF 601.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,182.41 FEET;
6. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°11'20", AN ARC LENGTH OF 288.21 FEET;
7. NON-TANGENT TO SAID CURVE, NORTH 01°04'25" WEST, A DISTANCE OF 463.45 FEET;

THENCE SOUTH 88°45'13" EAST, A DISTANCE OF 82.35 FEET;

THENCE NORTH 00°11'21" WEST, A DISTANCE OF 379.15 FEET;

THENCE NORTH 88°08'57" EAST, A DISTANCE OF 185.82 FEET;

THENCE NORTH 00°57'37" WEST, A DISTANCE OF 172.01 FEET;

THENCE NORTH 82°52'03" EAST, A DISTANCE OF 590.67 FEET;

THENCE NORTH 04°18'10" WEST, A DISTANCE OF 264.11 FEET;

THENCE NORTH 89°31'37" EAST, A DISTANCE OF 1708.18 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;

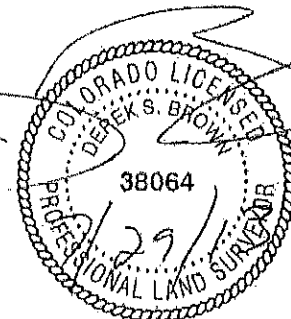
THENCE ALONG SAID WEST LINE, NORTH 00°42'02" WEST, A DISTANCE OF 2357.64 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, NORTH 89°16'34" EAST, A DISTANCE OF 2655.85 FEET TO THE **POINT OF BEGINNING**.

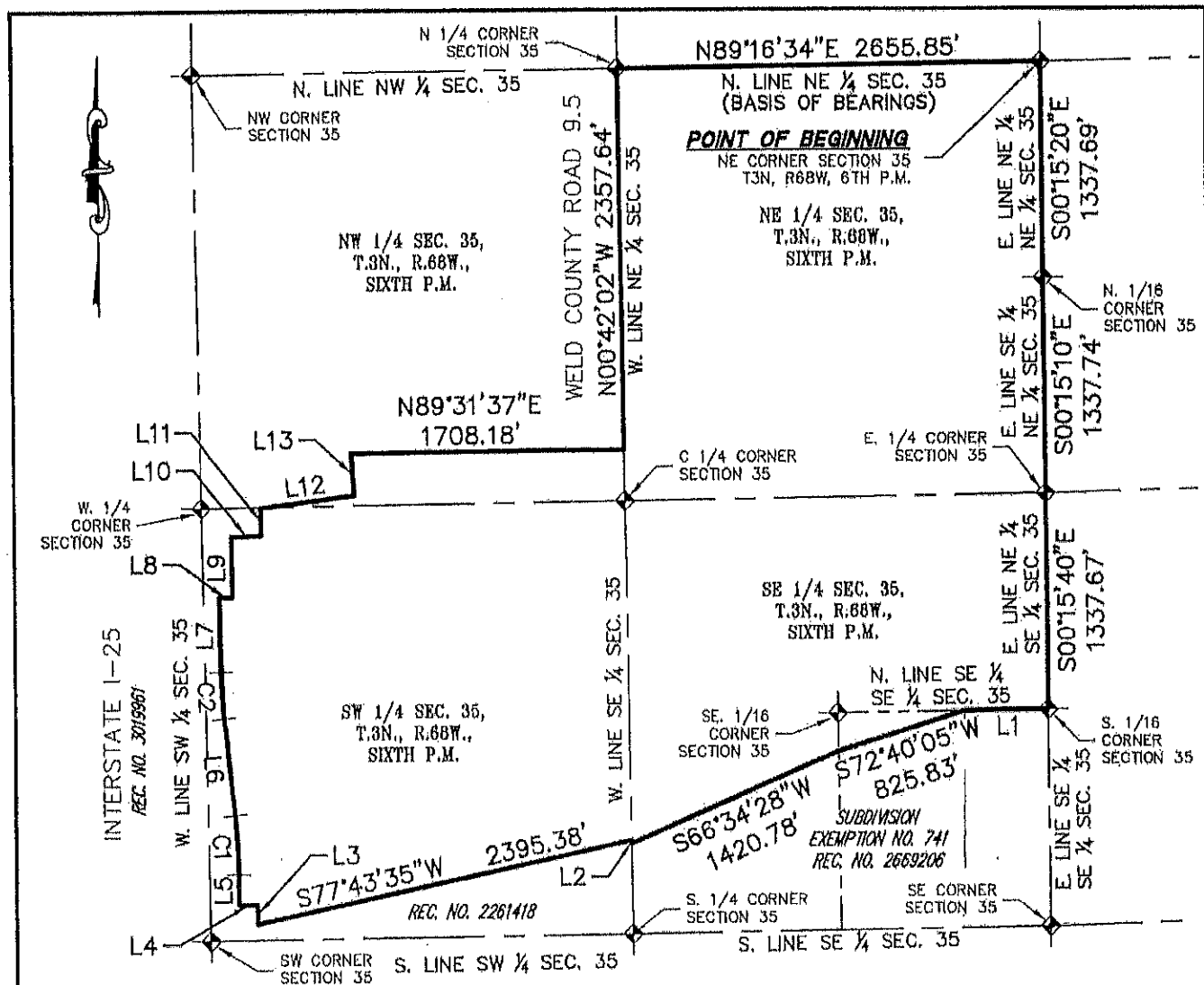
EXCLUDING RIGHTS-OF-WAY GRANTED PURSUANT TO THE FINAL PLAT OF ST. VRAIN LAKES FILING NO. 1.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DEREK S. BROWN, PLS  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122  
303-713-1898



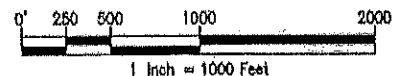
## ILLUSTRATION TO EXHIBIT 1B



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°15'43"W	522.99'
L2	N00°42'02"W	21.71'
L3	N00°01'11"W	119.70'
L4	S89°58'49"W	114.82'
L5	N00°01'11"W	186.21'
L6	N08°14'03"W	601.98'
L7	N01°04'25"W	463.45'

LINE TABLE		
LINE	BEARING	LENGTH
L8	S88°45'13"E	82.35'
L9	N00°11'21"W	379.15'
L10	N88°08'57"E	185.82'
L11	N00°57'37"W	172.01'
L12	N82°52'03"E	590.67'
L13	N04°18'10"W	264.11'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	6°12'52"	3379.28'	366.52'
C2	5°11'20"	3182.41'	288.21'



PATH: V:\54813-23\DWG\  
 DWG NAME: OWNERSHIP LEGALS.DWG  
 DWG: TP CHK: DSB  
 DATE: 07-19-2013  
 SCALE: 1" = 1000'



8000 SOUTH LINCOLN ST.,  
 SUITE 101  
 Littleton, Colorado 80121  
 Phone: (303) 713-1898  
 Fax: (303) 713-1897  
 www.aztecconsultants.com

**SECTION 35 PROPERTY**  
 T3N, R68W, 6TH P.M.  
 WELD COUNTY, COLORADO

JOB NUMBER 54813-23

3 OF 3 SHEETS

**EXHIBIT 1C**

**LEGAL DESCRIPTION OF THE SECTION 36 PROPERTY**

A PARCEL OF LAND BEING THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID SECTION 36 AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN TO BEAR SOUTH 89°16'34" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, NORTH 88°58'33" EAST, A DISTANCE OF 2643.03 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 36;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, NORTH 88°30'51" EAST, A DISTANCE OF 2634.08 FEET TO THE NORTHEAST CORNER OF SAID SECTION 36;

THENCE ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36, SOUTH 00°14'19" EAST, A DISTANCE OF 1325.57 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36, SOUTH 88°29'41" WEST, A DISTANCE OF 2632.27 FEET TO THE CENTER-NORTH SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36, SOUTH 00°19'03" EAST, A DISTANCE OF 1326.34 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SOUTH 88°29'44" WEST, A DISTANCE OF 1323.13 FEET TO THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SOUTH 00°17'20" EAST, A DISTANCE OF 1335.11 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SOUTH 88°21'56" WEST, A DISTANCE OF 1323.94 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 36;



THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, NORTH 00°15'40" WEST, A DISTANCE OF 1337.67 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, NORTH 00°15'10" WEST, A DISTANCE OF 1337.74 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, NORTH 00°15'20" WEST, A DISTANCE OF 1337.69 FEET TO THE POINT OF BEGINNING.

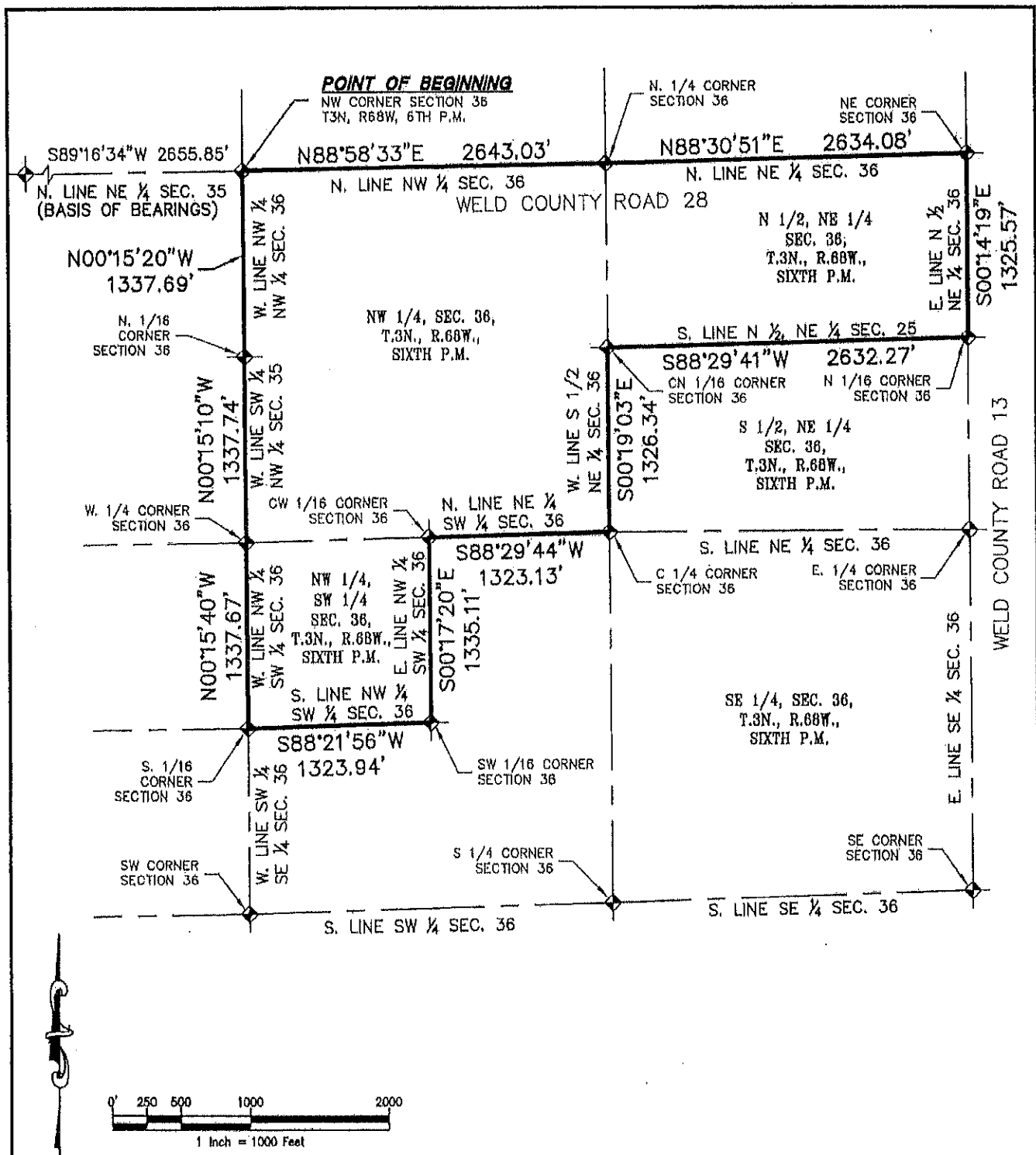
EXCLUDING RIGHTS-OF-WAY GRANTED PURSUANT TO THE FINAL PLAT OF ST. VRAIN LAKES FILING NO. 1.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEREK S. BROWN, PLS  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122  
303-713-1898

## ILLUSTRATION TO EXHIBIT 1C



PATH: V:\54813-23\DWG\  
DWG NAME: OWNERSHIP LEGALS.DWG  
DWG: TP CHK: DSB  
DATE: 07-19-2013  
SCALE: 1" = 1000'

**AZTEC**  
CONSULTANTS, INC.

8090 SOUTH LINCOLN ST.  
SUITE 201  
Littleton, Colorado 80122  
Phone: (303)713-1893  
Fax: (303)713-1897  
www.aztecconsultants.com

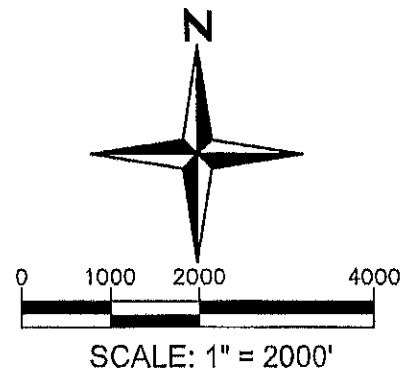
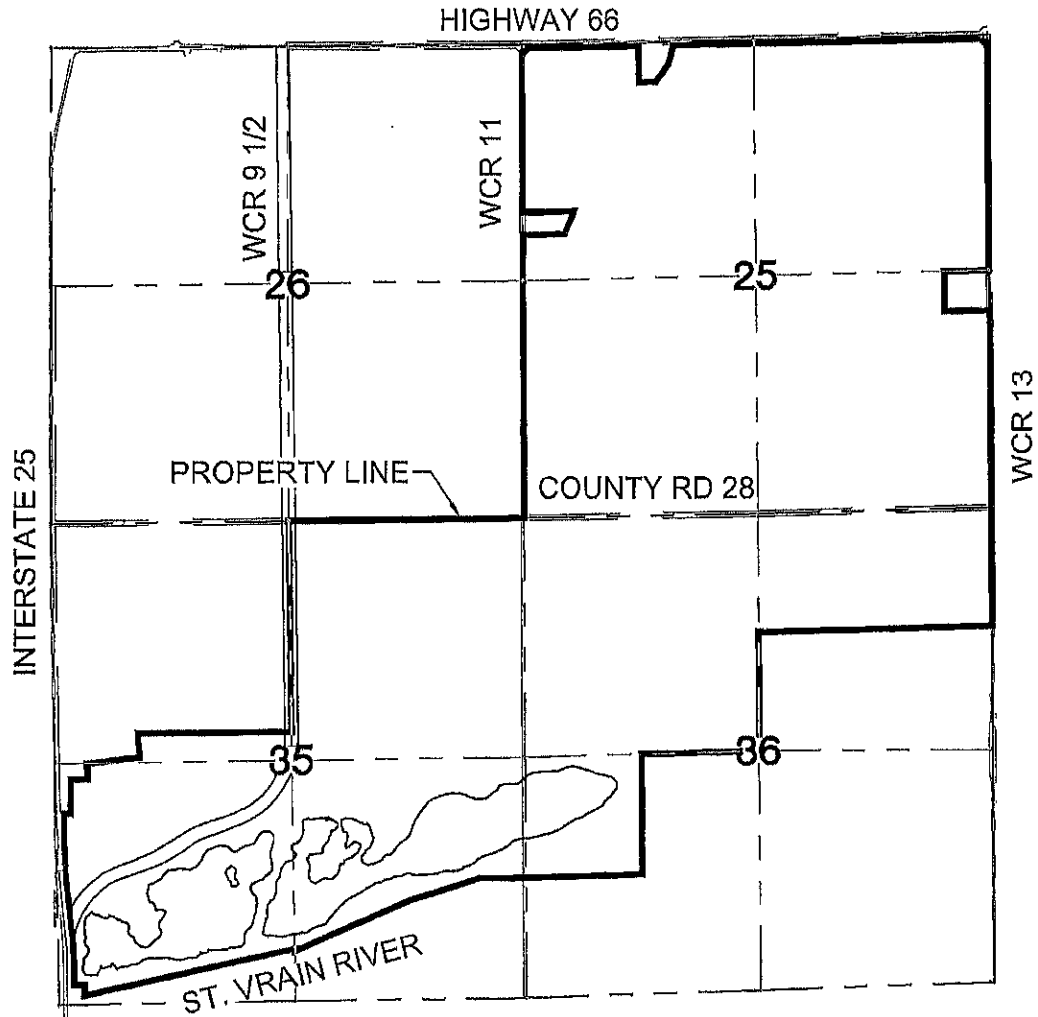
**SECTION 36 PROPERTY**

T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

JOB NUMBER 54813-23

3 OF 3 SHEETS

**TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN  
WELD COUNTY, STATE OF COLORADO**



**BAREFOOT LAKES**

**EXHIBIT 1D**  
**OVERALL PROPERTY**  
- BAREFOOT LAKES, LLC -

DATE 07.26.2013

PROJ. NO. 08001

SHEET

**EX-1D**

**Exhibit 2**  
**to**  
**Surface Use Agreement**  
**effective July 29, 2013**  
**among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the**  
**limited purposes described herein) and Barefoot Lakes LLC**

**Oil and Gas Leases**  
**(all recorded in the Office of the Clerk and Recorder of Weld County)**

**Section 25 Property:**

Oil and Gas Lease dated April 23, 1970 from Herman Wagner and Joyce J. Wagner, as Lessors, to T. S. Pace, as Lessee, recorded on June 17, 1970 at Reception No. 1549372, as amended, covering the NE/4;

Oil and Gas Lease dated April 23, 1970 from Jake Heil and Alice M. Heil, as Lessors, to T. S. Pace, as Lessee, recorded on May 15, 1970 at Reception No. 1547383, as amended, covering the NW/4;

Oil and Gas Lease dated August 20, 1974 from Louis J. Rademacher and Francis J. Rademacher, as Lessors, to Amoco Production Corporation, as Lessee, recorded on September 18, 1974 at Reception No. 1644994, as amended, covering the SE/4;

Oil and Gas Lease dated November 1, 1970 from Woodbine Production Corporation, as Lessor, to Pan American Petroleum Corporation, as Lessee, recorded December 17, 1970 at Reception No. 1559060 covering the SE/4;

Oil and Gas Lease dated April 23, 1970 from Edward C. Rademacher and Magdalen Rademacher, as Lessors, to T. S. Pace, as Lessee, recorded on May 15, 1970 at Reception No. 1547418, as amended, covering the SW/4.

**Section 35 Property:**

Oil and Gas Lease dated May 6, 1970 from Conrad Hopp, Jr. and Frieda Hopp, as Lessors, to T. S. Pace, as Lessee, recorded on June 25, 1970 at Reception No. 1549961 covering the NE/4;

Oil and Gas Lease dated August 17, 1970 from C. Frank Guertner and Lois J. Guertner, as Lessors, to Martin J. Freedman, as Lessee, recorded on September 25, 1970 at Reception No. 1555147, as amended, covering the N/2SE/4 and the SW/4SE/4;

Oil and Gas Lease dated May 21, 1970 from Carl H. Adler, as Lessor, to T. S. Pace, as Lessee, recorded on May 21, 1970 at Reception No. 1547776 covering the W/2;

**Section 36 Property:**

**Colorado Oil and Gas Lease dated October 21, 1970 from the State of Colorado, as Lessor, to Energy Minerals Corporation, as Lessee, covering the N/2NE/4, NW/4 and the E/2SE/4;**

**Oil and Gas Lease dated August 17, 1970 from C. Frank Guertner and Lois J. Guertner, as Lessors, to Martin J. Freedman, as Lessee, recorded on September 25, 1970 at Reception No. 1555147 covering the NW/4SW/4.**

**and, in addition, all other oil and gas leases covering all or any portion of the Property for which Kerr-McGee is a lessee or successor lessee not specifically identified in this Exhibit**

**Exhibit 3**  
to  
**Surface Use Agreement**  
**effective July 29, 2013**  
**among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the**  
**limited purposes described herein) and Barefoot Lakes LLC**

**Existing Wells**

**Section 25 Property:**

HSR Wagner 1-25AX	NE/4NE/4
Wagner 3-25	NE/4NW/4
Rademacher 9-25A	NE/4SE/4
Rademacher 11-25	NE/4SW/4
Wagner 31-25	NW/4NW/4
Herman Wagner Gas Unit #2	NW/4NW/4
Carma 4-25	NW/4NW/4
Edward Rademacher Unit #2	NW/4SE/4
Rademacher 32-25	NW/4SW/4
Edward Rademacher Unit #1	NW/4SW/4
Carma13-25	NW/4SW/4
Carma 12-25	NW/4SW/4
Carma 33-25	NW/4SW/4
Wagner 8-25	SE/4NE/4
Wagner 22-25	SE/4NW/4
Wagner 6-25A	SE/4NW/4
Rademacher 16-25A	SE/4SE/4
Rademacher 35-25	SE/4SW/4
Rademacher 14-25A	SE/4SW/4
Carma 24-25	SW/4NE/4
Herman Wagner Gas Unit #1	SW/4NE/4
Carma 7-25	SW/4NE/4
Wagner 21-25	SW/4NE/4

Wagner 2-25	SW/4NE/4
Wagner 5-25	SW/4NW/4
Rademacher 10-25	SW/4SE/4
Rademacher 23-25	SW/4SE/4
Rademacher 39-25	SW/4SE/4
Rademacher 37-25	SW/4SE/4
Rademacher 38-25	SW/4SE/4
Rademacher 15-25	SW/4SE/4

**Section 35 Property:**

Carma 32-35	NW/4SW/4
Carma 22-35	NW/4SW/4
Carma 12-35	NW/4SW/4
Carma 11-35	NW/4SW/4
Carma 24-35	SW/4NE/4
Carma 41-35	SW/4NE/4
Carma 21-35	SW/4NE/4
Conrad Hopp Jr Gas Unit #1	SW/4NE/4
Conrad Hopp Jr Gas Unit #2	SW/4NE/4
Carma 1-35	SW/4NE/4
Carma 2-35	SW/4NE/4
Carma 8-35	SW/4NE/4
Carma 7-35	SW/4NE/4
Carma 23-35	SW/4SW/4
Carma 14-35	SW/4SW/4
Carl H Adler #1	SW/4SW/4
Carma 34-35	SW/4SW/4

**Section 36 Property:**

R & M State 1-36	NE/4NE/4
Carma 41-36	NW/4NE/4
Carma 28-36	NW/4NE/4
Carma 8-36	NW/4NE/4
R & M State 2-36	NW/4NE/4
Bailey #1	NW/4NE/4
Hamlin State 4-36A	NW/4NW/4

<b>Hamlin State 6-36</b>	<b>SE/4NW/4</b>
<b>State of Colorado BB Unit #1</b>	<b>SE/4NW/4</b>
<b>Carma 3-36</b>	<b>SE/4NW/4</b>
<b>Carma 5-36</b>	<b>SE/4NW/4</b>
<b>Carma 12-36</b>	<b>SE/4NW/4</b>
<b>Carma 21-36</b>	<b>SE/4NW/4</b>
<b>Carma 32-36</b>	<b>SE/4NW/4</b>
<b>Carma 22-36</b>	<b>SE/4NW/4</b>



**Exhibit 4**  
**to**  
**Surface Use Agreement**  
**effective July 29, 2013**  
**among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the**  
**limited purposes described herein) and Barefoot Lakes LLC**

**Existing Agreements**

**For Section 25, Township 3 North, Range 68 West:**

Letter Agreement dated March 19, 2008 between Carma Bayshore LLC and Kerr-McGee Oil & Gas Onshore LP covering certain wells in all of Section 25 with corresponding Memorandum of Surface Agreement dated April 1, 2008 and recorded May 2, 2008 at Reception No. 3551494.

**For Section 35, Township 3 North, Range 68 West:**

Letter Agreement dated September 19, 2007 between Carma Bayshore LLC and Kerr-McGee Oil & Gas Onshore LP covering certain wells in the NE/4 and SW/4 of Section 35 with corresponding Memorandum of Surface Agreement dated September 21, 2007 and recorded October 12, 2007 at Reception No. 3510917.

Surface Use Agreement dated September 29, 2010 between Carma Bayshore LLC and Kerr-McGee Oil & Gas Onshore LP covering portions of Sections 35 and 36 and recorded October 12, 2010 at Reception No. 3724690.

**For Section 36, Township 3 North, Range 68 West:**

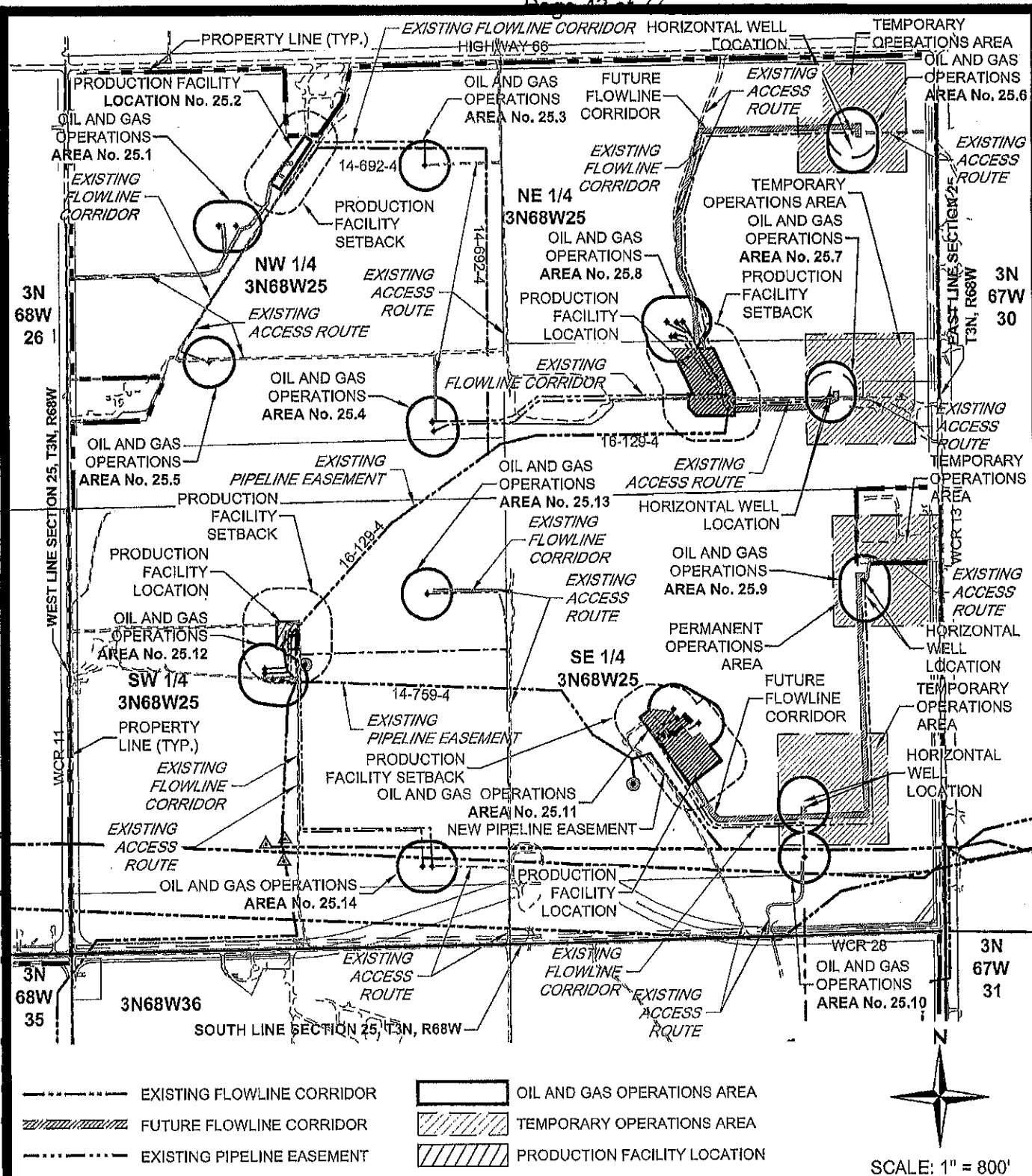
Letter Agreement dated September 11, 2009 between Carma Bayshore LLC and Kerr-McGee Oil & Gas Onshore LP covering certain wells in the N/2 of Section 36 with corresponding Memorandum of Surface Agreement dated September 11, 2009 and recorded October 8, 2009 at Reception No. 3653180 as amended by that certain Letter Agreement dated October 6, 2009 between the same parties with corresponding Amended Memorandum of Surface Agreement dated October 14, 2009 and recorded November 4, 2009 at Reception No. 3657712, as further amended by that certain Letter Agreement dated January 29, 2010 between the same parties with corresponding Second Amended Memorandum of Surface Agreement dated January 29, 2010 and recorded March 1, 2010 at Reception No. 3678367.

Surface Use Agreement dated September 29, 2010 between Carma Bayshore LLC and Kerr-McGee Oil & Gas Onshore LP covering portions of Sections 35 and 36 and recorded October 12, 2010 at Reception No. 3724690.

**Exhibits 5A through 5C**  
**to**  
**Surface Use Agreement**  
**effective July 29, 2013**  
**among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the**  
**limited purposes described herein) and Barefoot Lakes LLC**

**See attached exhibits of Section 25 Oil and Gas Operations Areas, Section 35 Oil and Gas Operations Areas and Section 36 Oil and Gas Operations Areas, all with Pipeline Easements, Flowline Corridors and access routes.**

15200808001 - Barefoot Lakes/Caddo Exhibits 08001, 2013 Oil Gas Exhibits 08001, BFL OGOA Exhibit 5A Section 25.dwg tab: EX-5A - Section 25 Aug 01, 2013 - 3:59pm aphillips



# BAREFOOT LAKES

## EXHIBIT 5A

### OVERALL OIL AND GAS OPERATIONS AREAS SECTION 25

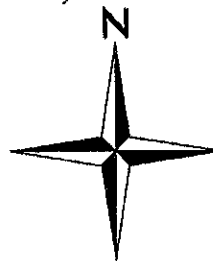
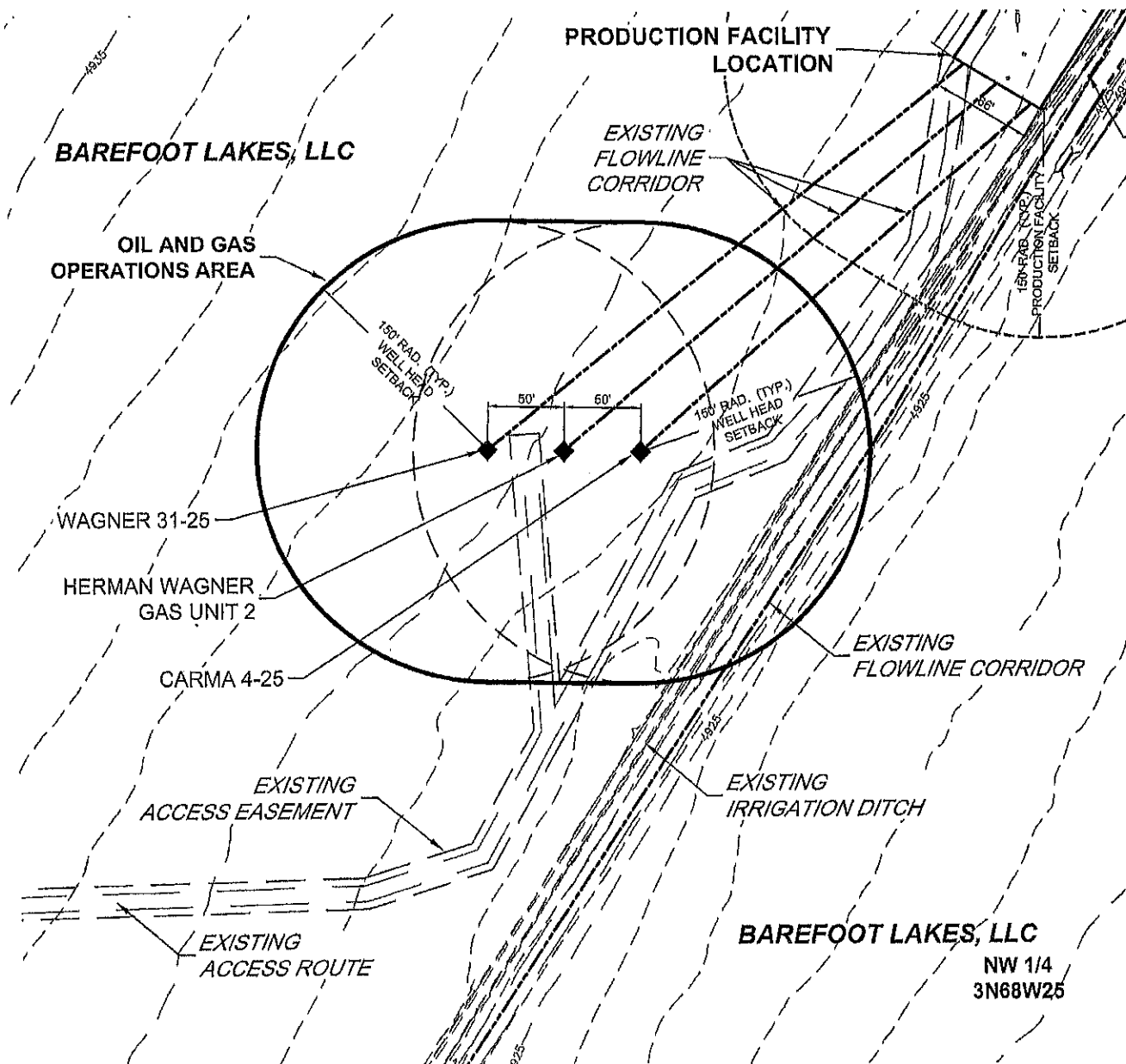
DATE 07.26.2013

PROJ. NO. 08001

SHEET

1 OF 15





SCALE: 1" = 100'



## BAREFOOT LAKES

### EXHIBIT 5A

OIL AND GAS OPERATIONS AREA 25.1  
SECTION 25

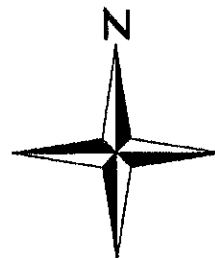
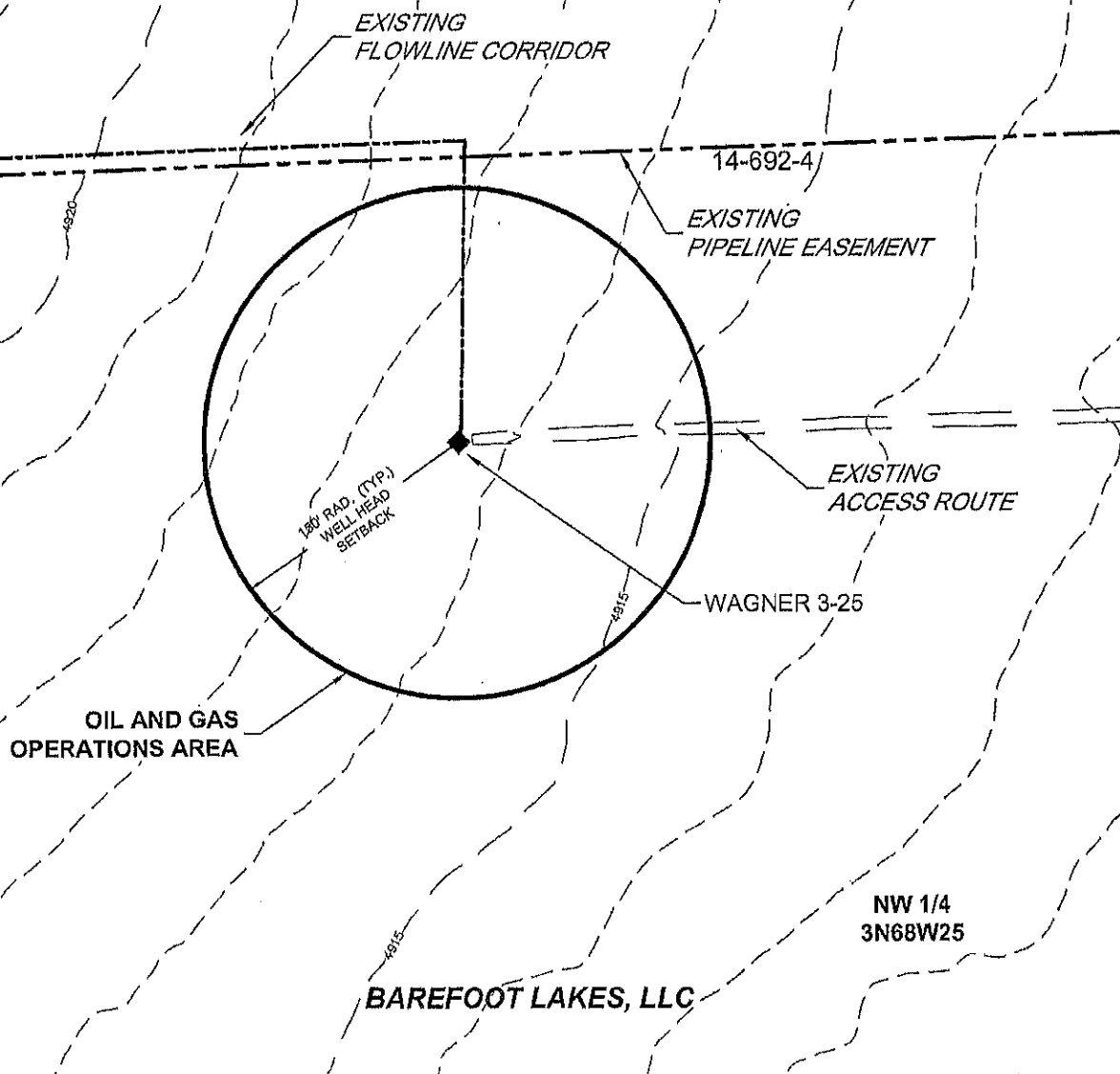
DATE 07.29.2013

PROJ. NO. 08001

SHEET

2 OF 15





SCALE: 1" = 100'



## BAREFOOT LAKES

## EXHIBIT 5A

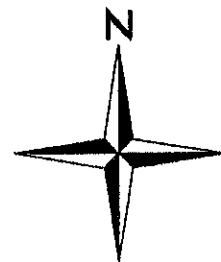
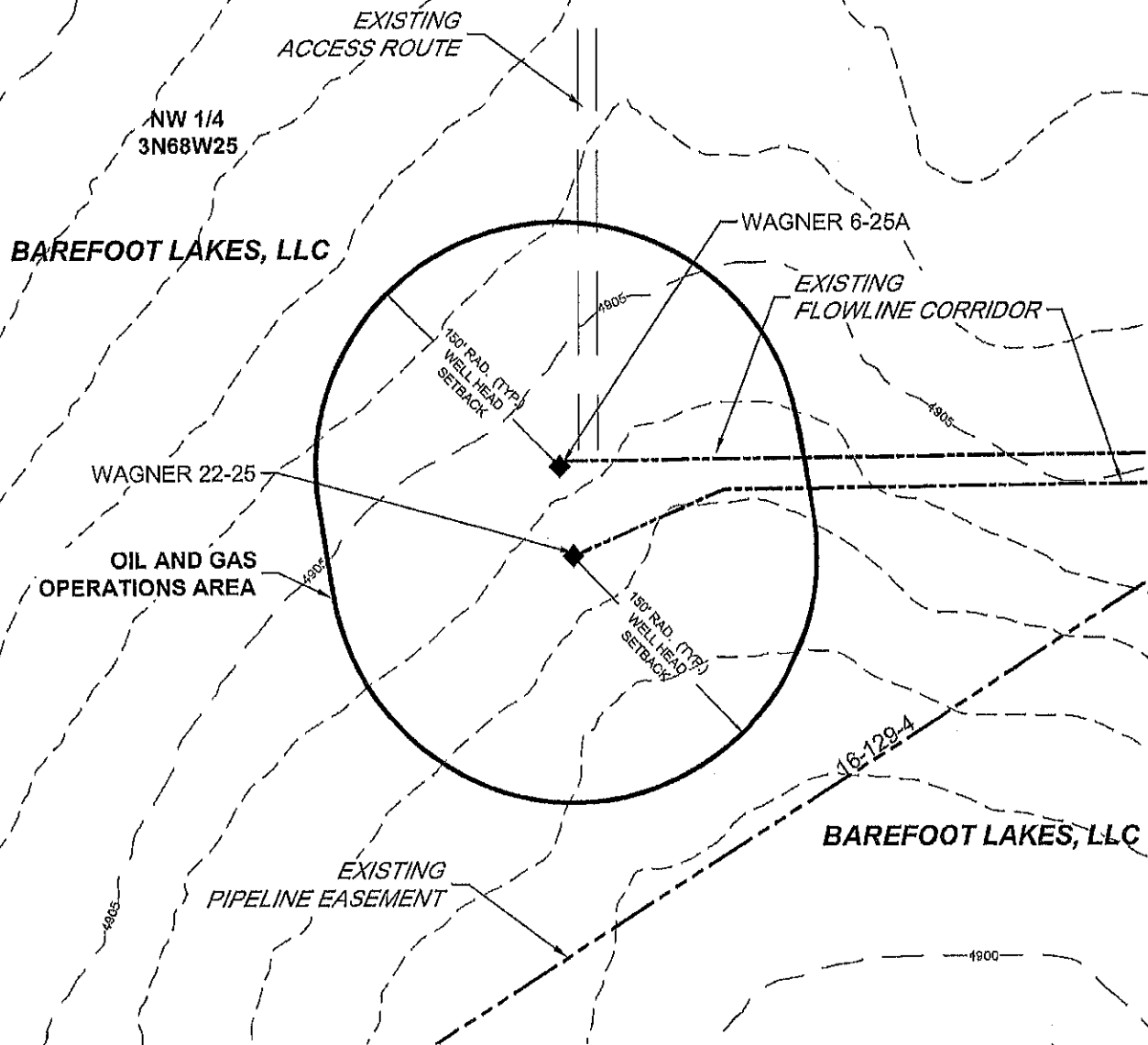
OIL AND GAS OPERATIONS AREA 25.3  
SECTION 25

DATE 07.29.2013

PROJ. NO. 08001

SHEET

4 OF 15



SCALE: 1" = 100'



## BAREFOOT LAKES

## EXHIBIT 5A

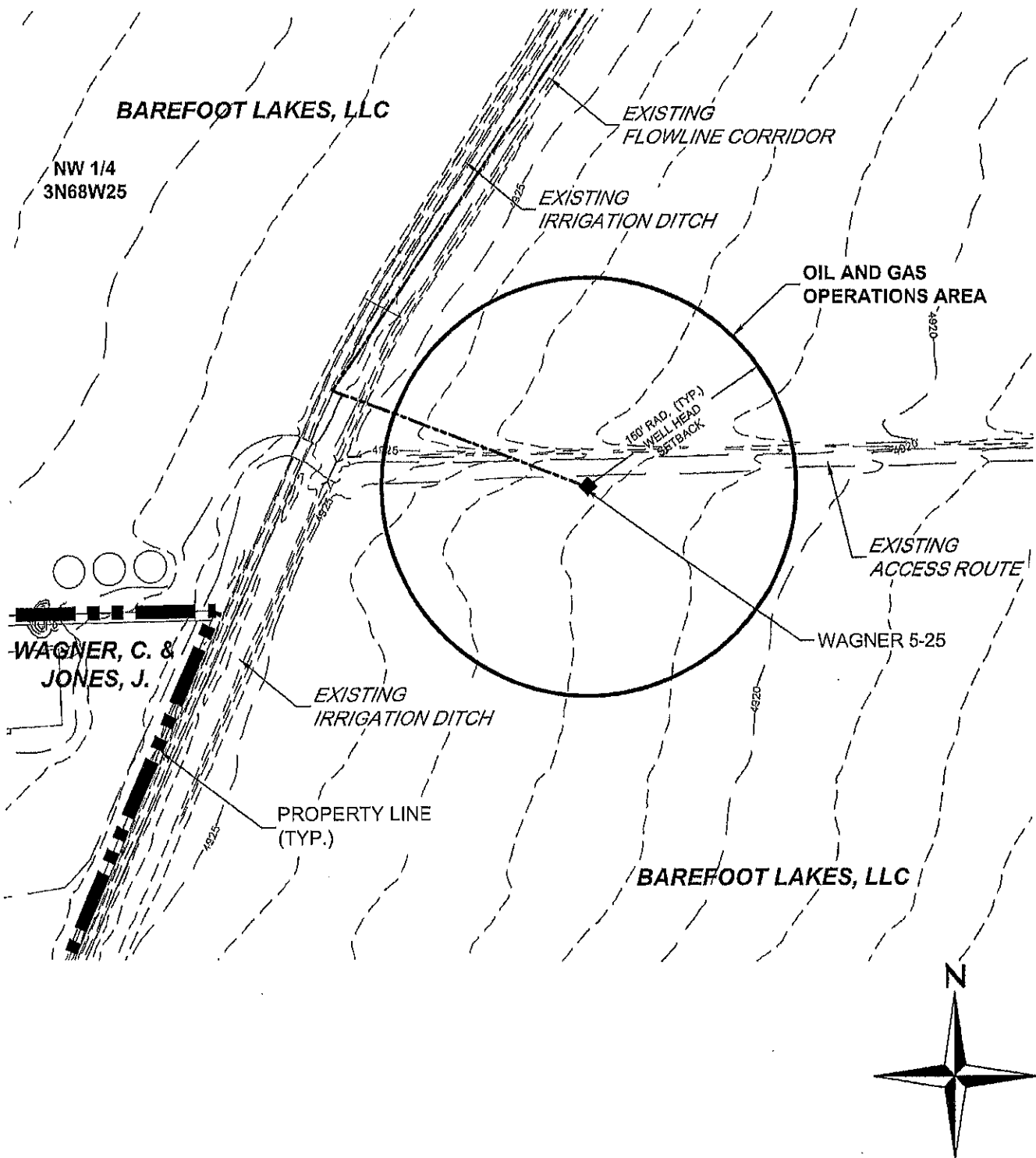
OIL AND GAS OPERATIONS AREA 25.4  
SECTION 25

DATE 07.29.2013

PROJ. NO. 08001

SHEET

5 OF 15



SCALE: 1" = 100'

**BAREFOOT LAKES****EXHIBIT 5A**

**OIL AND GAS OPERATIONS AREA 25.5**  
**SECTION 25**

DATE 07.29.2013

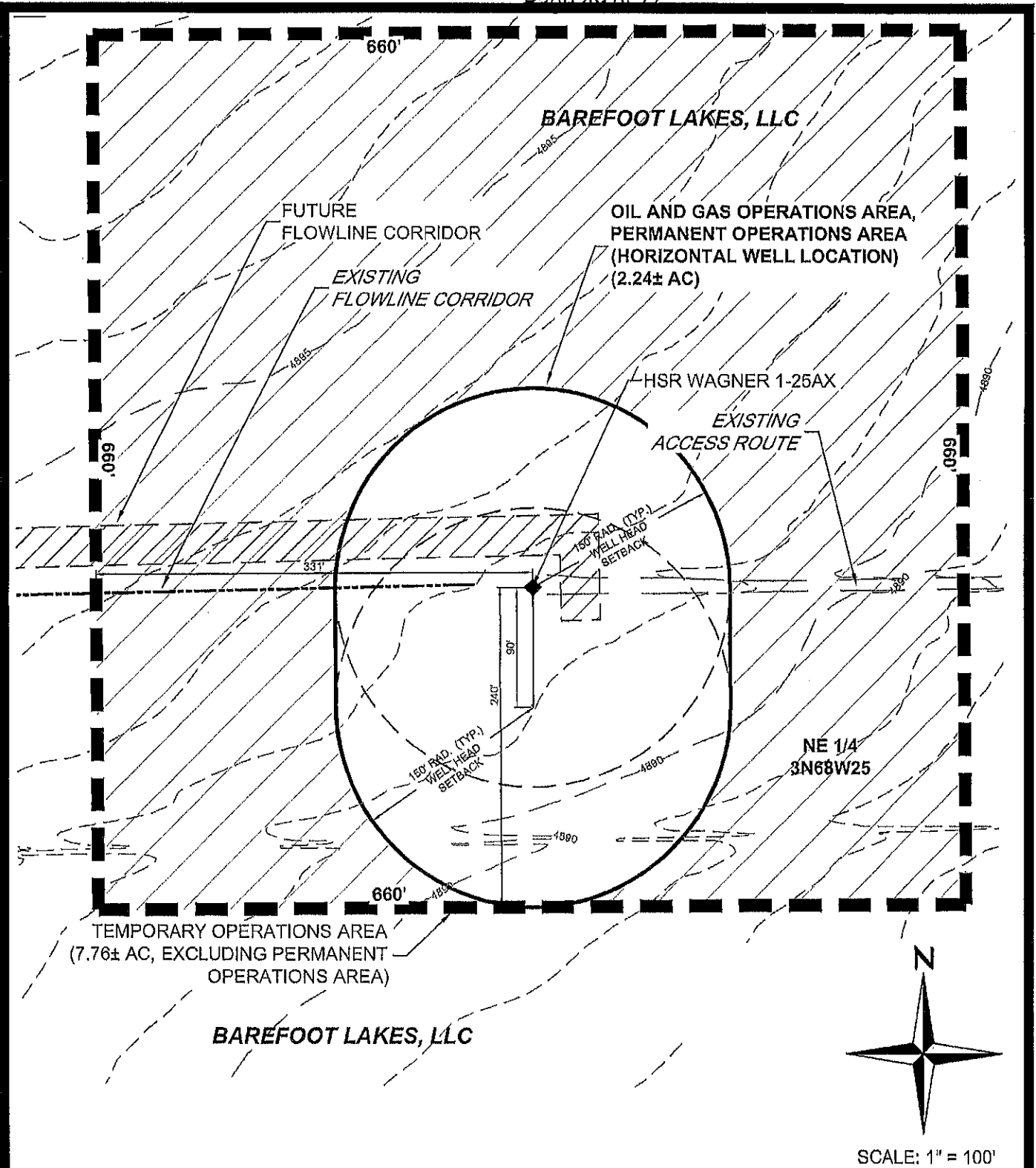
PROJ. NO. 08001

SHEET

**6 OF 15**



H:\2008\08001 - Barefoot Lakes\Cadd\Exhibits\08001\_2013\_Oil\_Gas\_Exhibits\08001\_BFL\_OGOA\_Section 25 Exhibits 25.1-25.7.dwg tab: EX-5A-25.6 Aug 01, 2013 - 3:14pm achilles



SCALE: 1" = 100'



## BAREFOOT LAKES

## EXHIBIT 5A

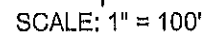
OIL AND GAS OPERATIONS AREA 25.6  
SECTION 25

DATE 07.29.2013

PROJ. NO. 08001

SHEET

7 OF 15



BAREFOOT LAKES

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EXHIBIT 5A

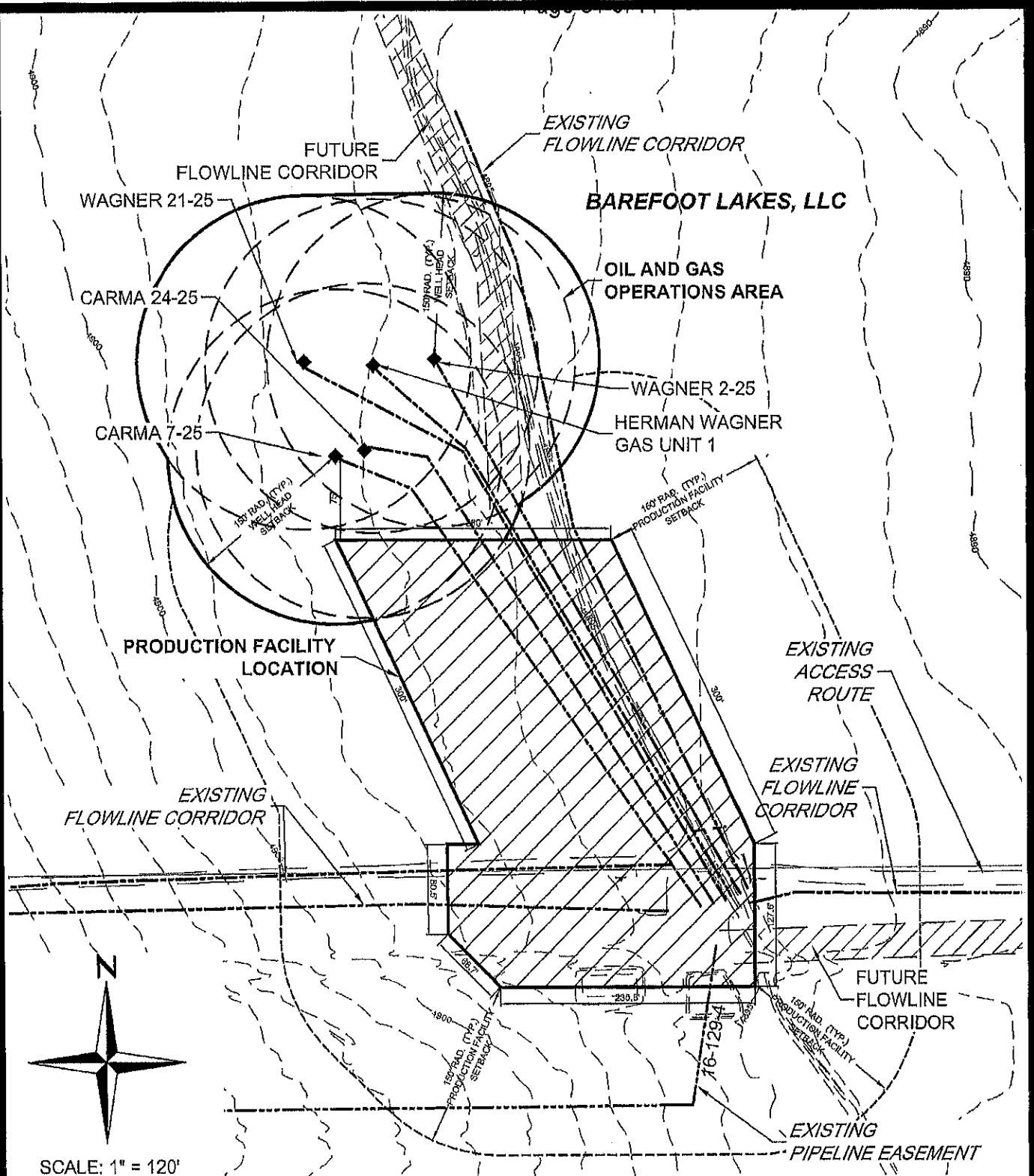
OIL AND GAS OPERATIONS AREA 25.7

SECTION 25

DATE	07.29.2013
PROJ. NO.	08001
SHEET	

8 OF 15

E:\2008\08001 - Barefoot Lakes\Cadd\Exhibits\08001\_2013\_Oil\_Gas\_Exhibits\08001\_BFL\_OGCA\_Section 25 Exhibits 25.8-25.14.dwg Job: EX-5A-25.8 Aug 01, 2013 - 3:29pm apj/llps



## BAREFOOT LAKES

### EXHIBIT 5A

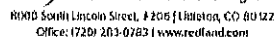
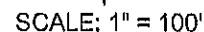
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SECTION 25

DATE 07.29.2013

PROJ. NO. 08001

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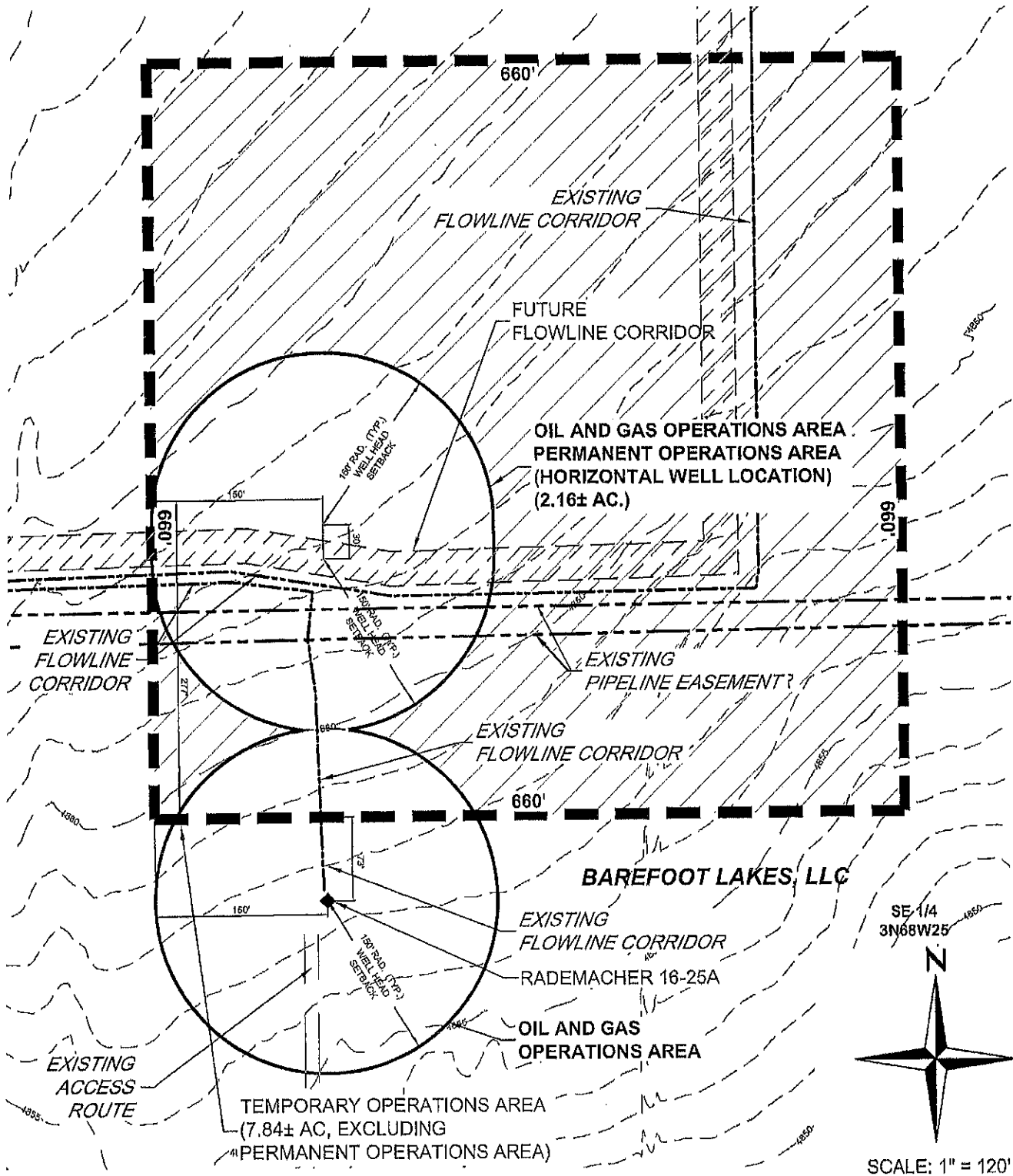
9 OF 15



## OIL AND GAS OPERATIONS AREA 25.9

10 OF 15

1:2008/08/001 - Barefoot Lakes/Caddo/Exhibits/08001, 2013 Oil Gas Exhibits/08001 BFL OGOA Section 25 Exhibits 25.8-25.14.dwg tab: EX-5A-25.10 Aug 01, 2013 - 3:37pm aphilips



## BAREFOOT LAKES

### EXHIBIT 5A

OIL AND GAS OPERATIONS AREA 25.10  
SECTION 25

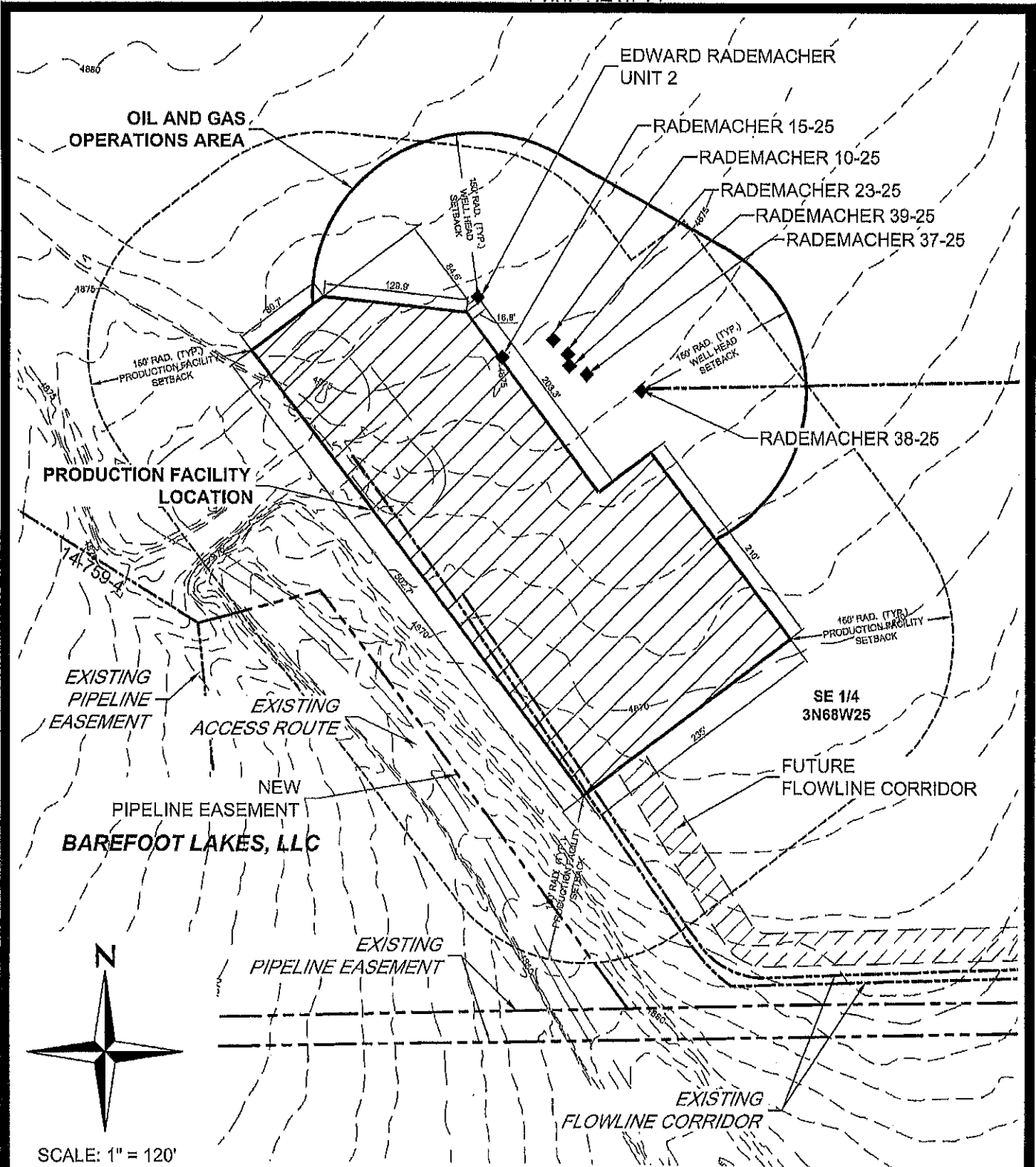
DATE 07.29.2013

PROJ. NO. 08001

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11 OF 15

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# BAREFOOT LAKES

## EXHIBIT 5A

OIL AND GAS OPERATIONS AREA 25.11  
SECTION 25

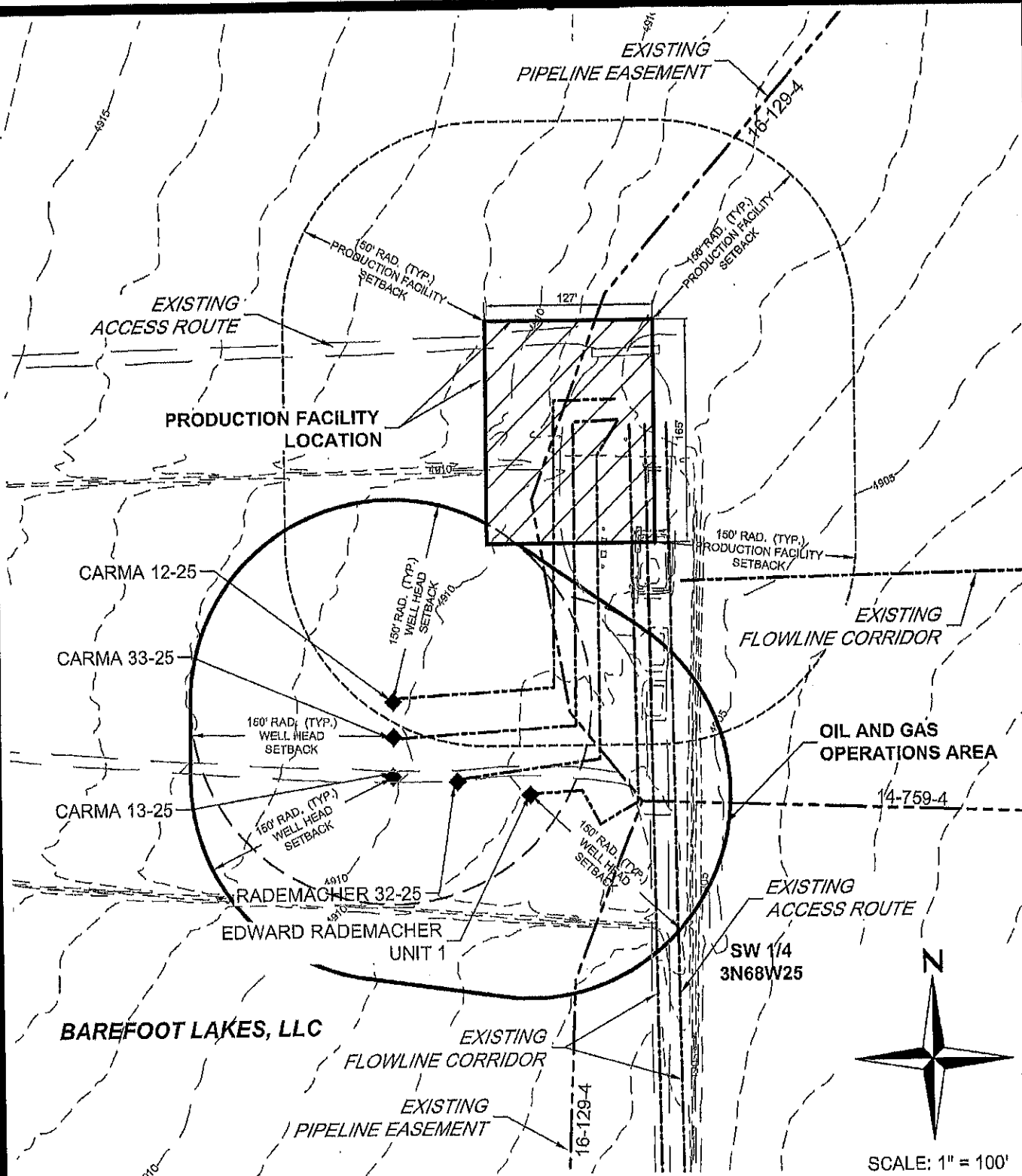
DATE 07.29.2013

PROJ. NO. 08001

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12 OF 15

12200808001 - Barefoot LakesCaddaExhibits08001 2013 Oil Gas Exhibits08001 BFL OGOA Section 25 Exhibits 25.8-25.14.dwg tab: EX-5A-25.12 Aug 01, 2013 - 3:40pm aptilips



## BAREFOOT LAKES

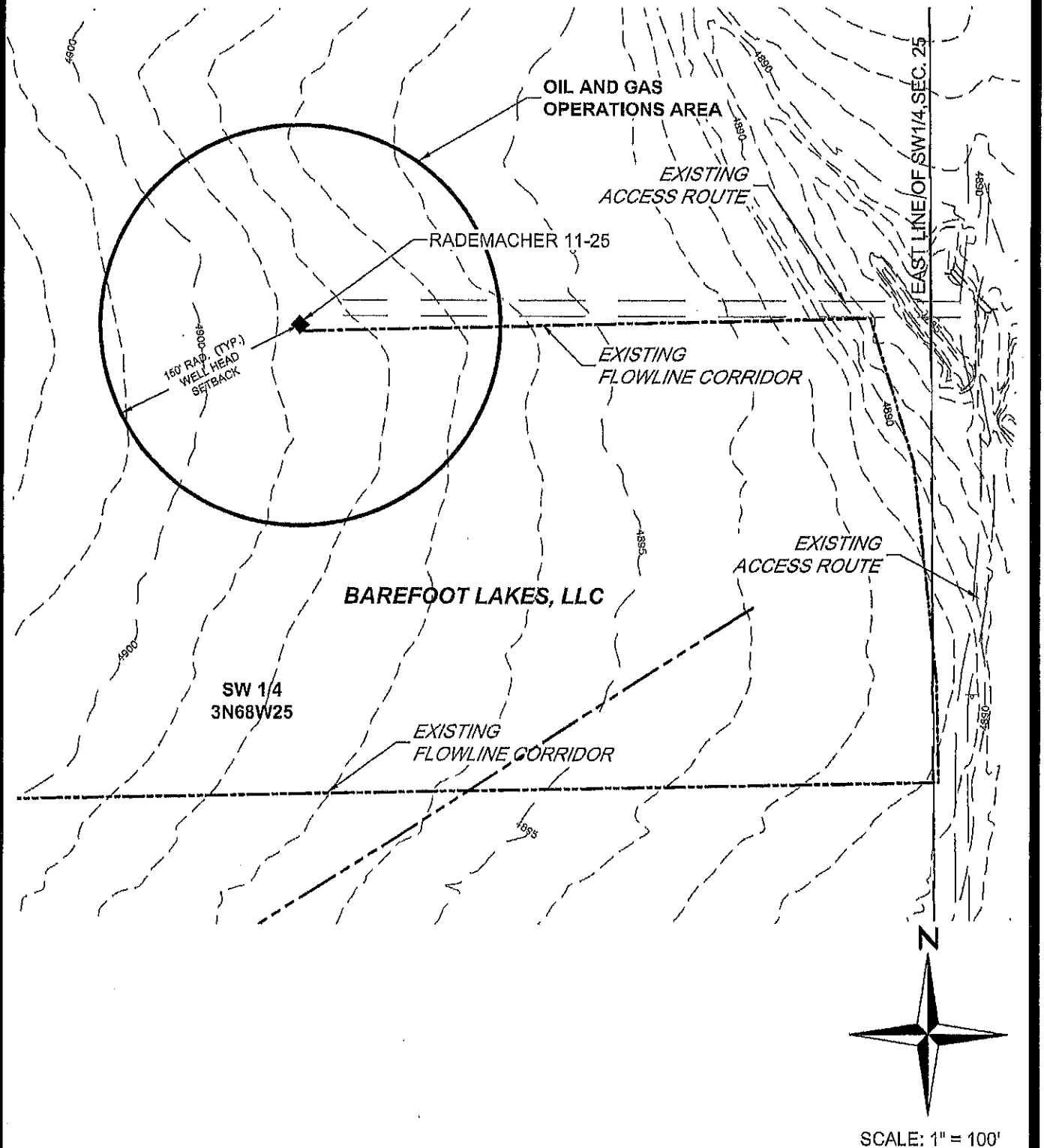
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SECTION 25

DATE 07.29.2013  
PROJ. NO. 08001  
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13 OF 15

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SCALE: 1" = 100'

**BAREFOOT LAKES****EXHIBIT 5A**

**OIL AND GAS OPERATIONS AREA 25.13**  
**SECTION 25**

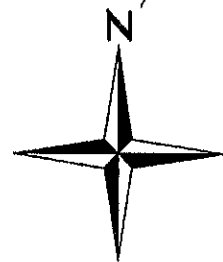
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PROJ. NO. 08001

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**14 OF 15**

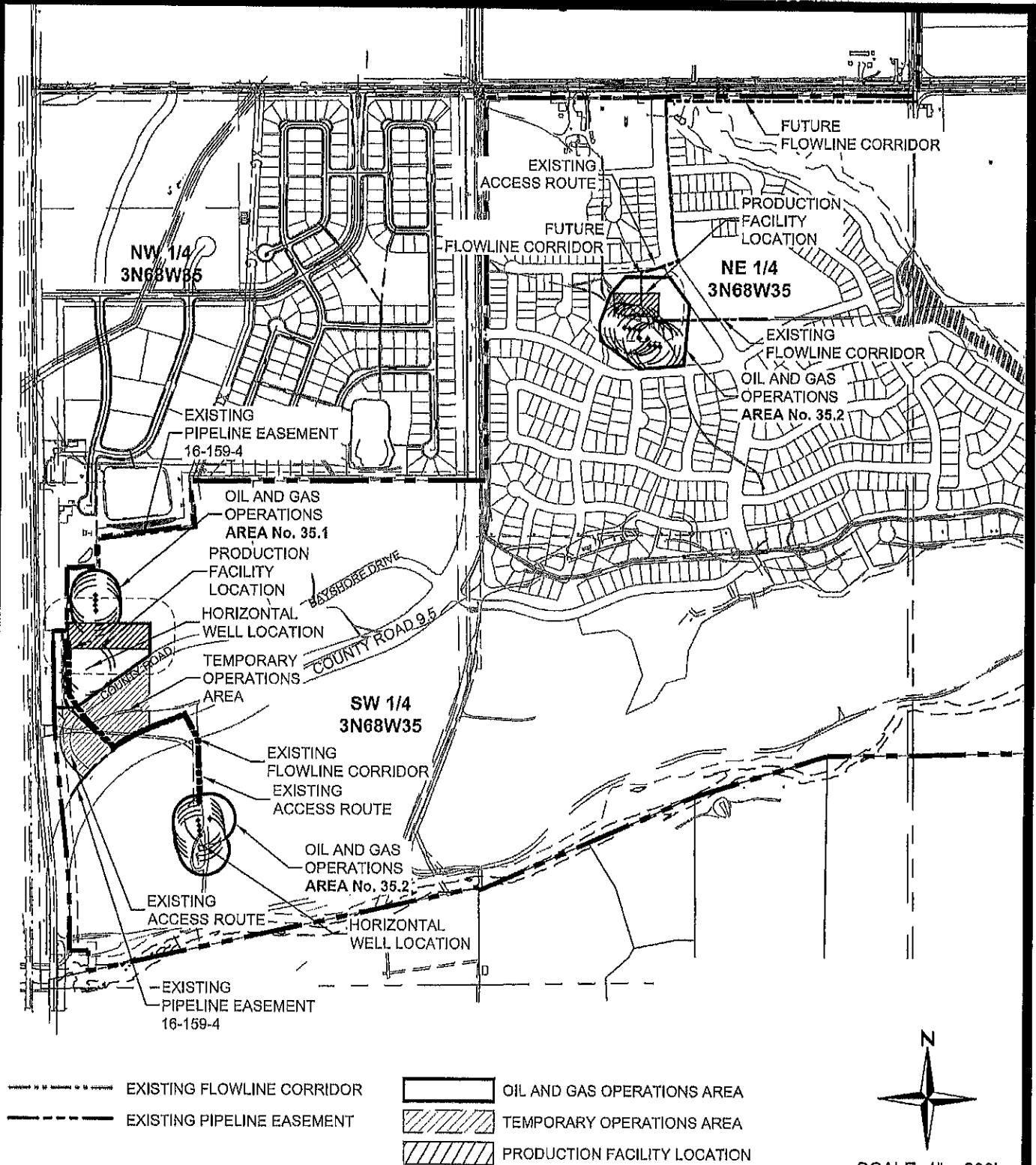




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## OIL AND GAS OPERATIONS AREA 25.14

15 OF 15



SCALE: 1" = 800'

# BAREFOOT LAKES

## EXHIBIT 5B

OVERALL OIL AND GAS OPERATIONS AREAS  
SECTION 35

DATE 07.26.2013

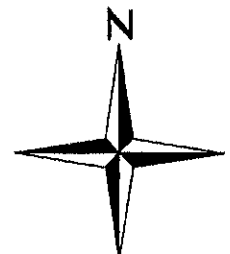
PROJ. NO. 08001

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1 OF 4



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SCALE: 1" = 200'

SHEET

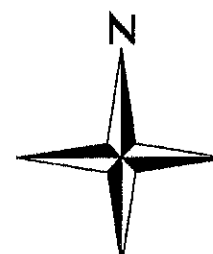
2 OF 4

# OIL AND GAS OPERATIONS AREA 35.1

## SECTION 35



\\2008\08001 - Barefoot Lakes\Cadd\Exhibits\08001 2013 Oil Gas Exhibits\08001 BFL OGOA Section 35 Exhibits 35.1-35.3.dwg lab: EX-5B - 35.1 Aug 01, 2013 - 1:02pm aphillips



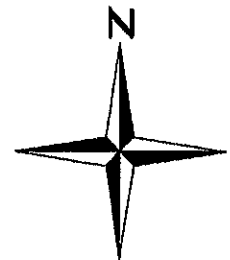
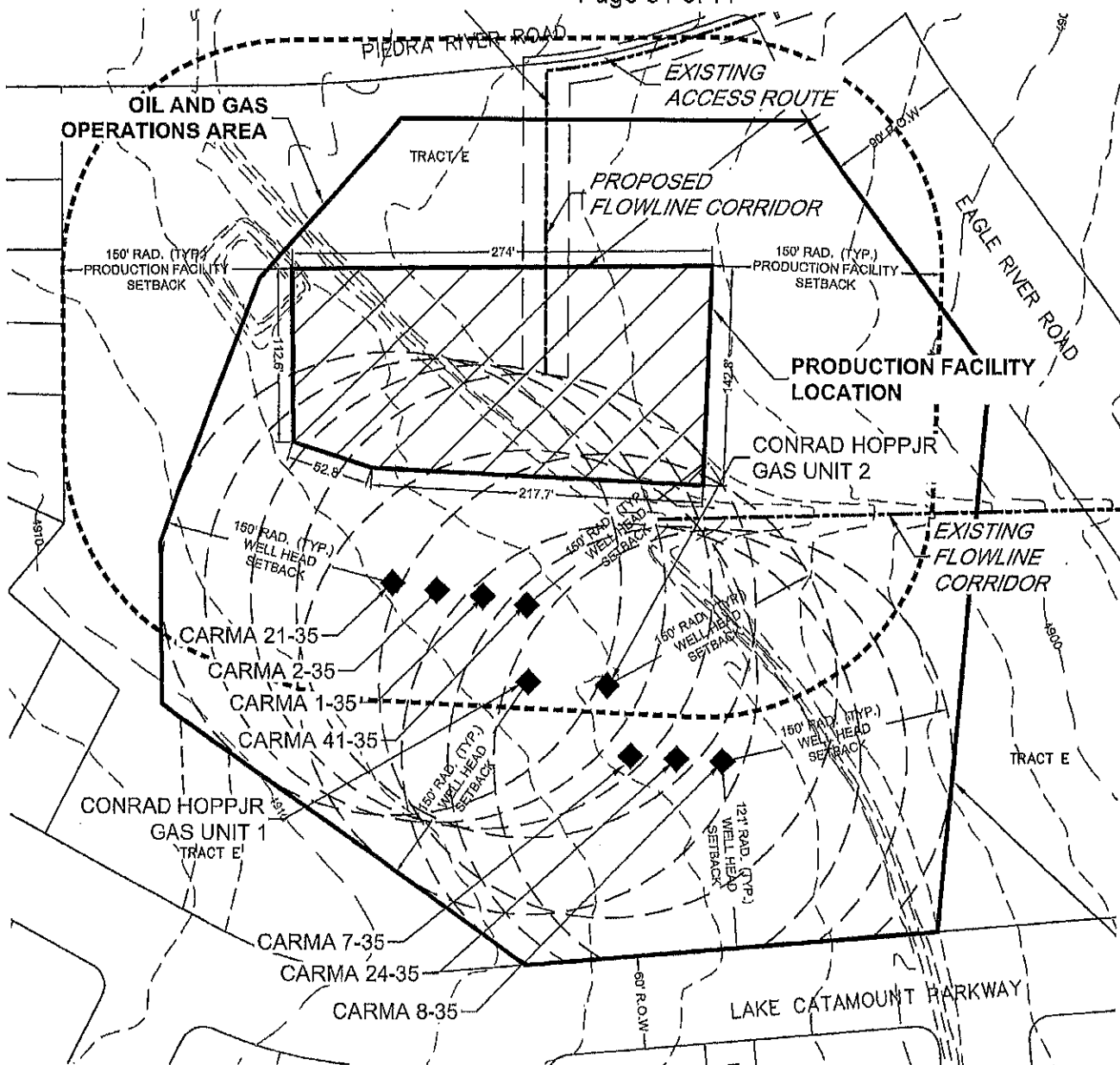
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## OIL AND GAS OPERATIONS AREA 35.2

### SECTION 35

SHEET

3 OF 4



SCALE: 1" = 100'

**BAREFOOT LAKES****EXHIBIT 5B**

**OIL AND GAS OPERATIONS AREA 35.3**  
**SECTION 35**

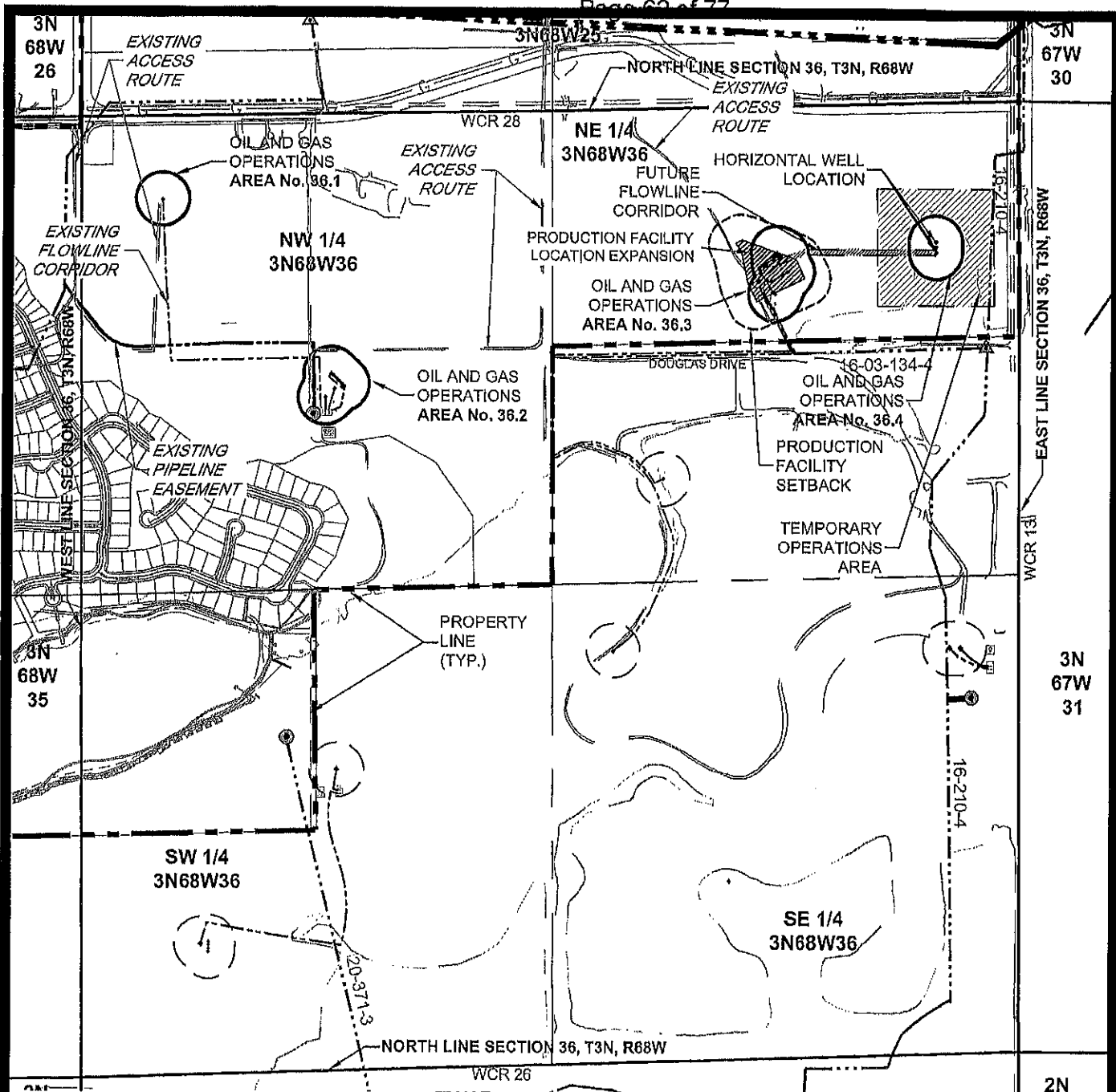
DATE 07.26.2013

PROJ. NO. 08001

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**4 OF 4**

1:2009080001 - Barefoot Lakes/Caddo/Exhibits08001, 2013 Oil Gas Exhibits08001 BFL OGOA Exhibit 5C Section 36.dwg tab: EX-5C- Section 36 Aug 01, 2013 - 12:01pm aphillips



----- EXISTING FLOWLINE CORRIDOR  
 // // // // FUTURE FLOWLINE CORRIDOR  
 - - - - - EXISTING PIPELINE EASEMENT

□ OIL AND GAS OPERATIONS AREA  
 ▨ TEMPORARY OPERATIONS AREA  
 ▩ PRODUCTION FACILITY LOCATION



SCALE: 1" = 800'



## BAREFOOT LAKES

## EXHIBIT 5C

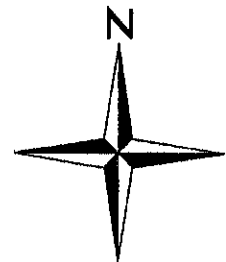
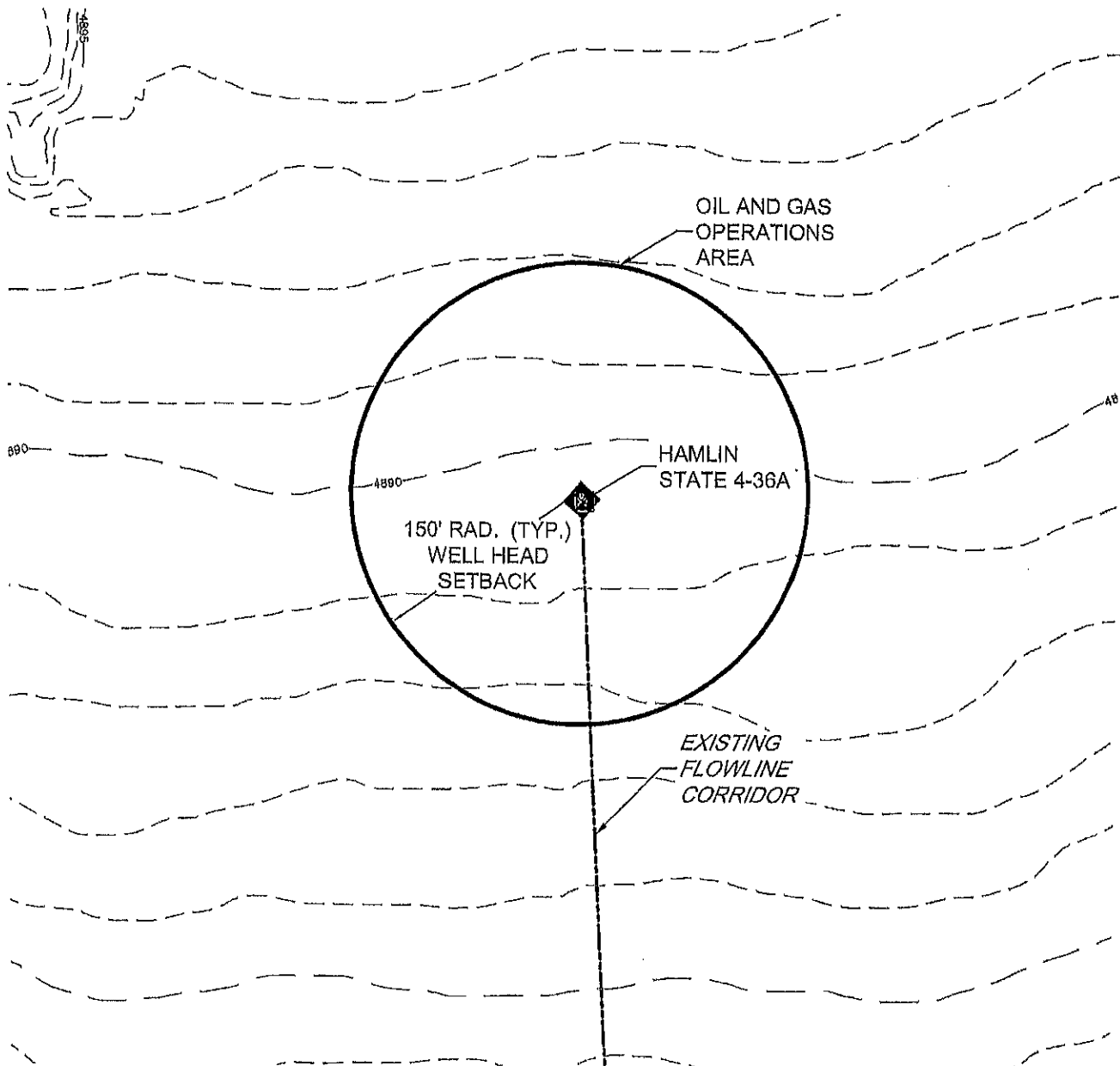
OVERALL OIL AND GAS OPERATIONS AREAS  
 SECTION 36

DATE 07.26.2013

PROJ. NO. 08001

SHEET

1 OF 5



SCALE: 1" = 100'



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## BAREFOOT LAKES

## EXHIBIT 5C

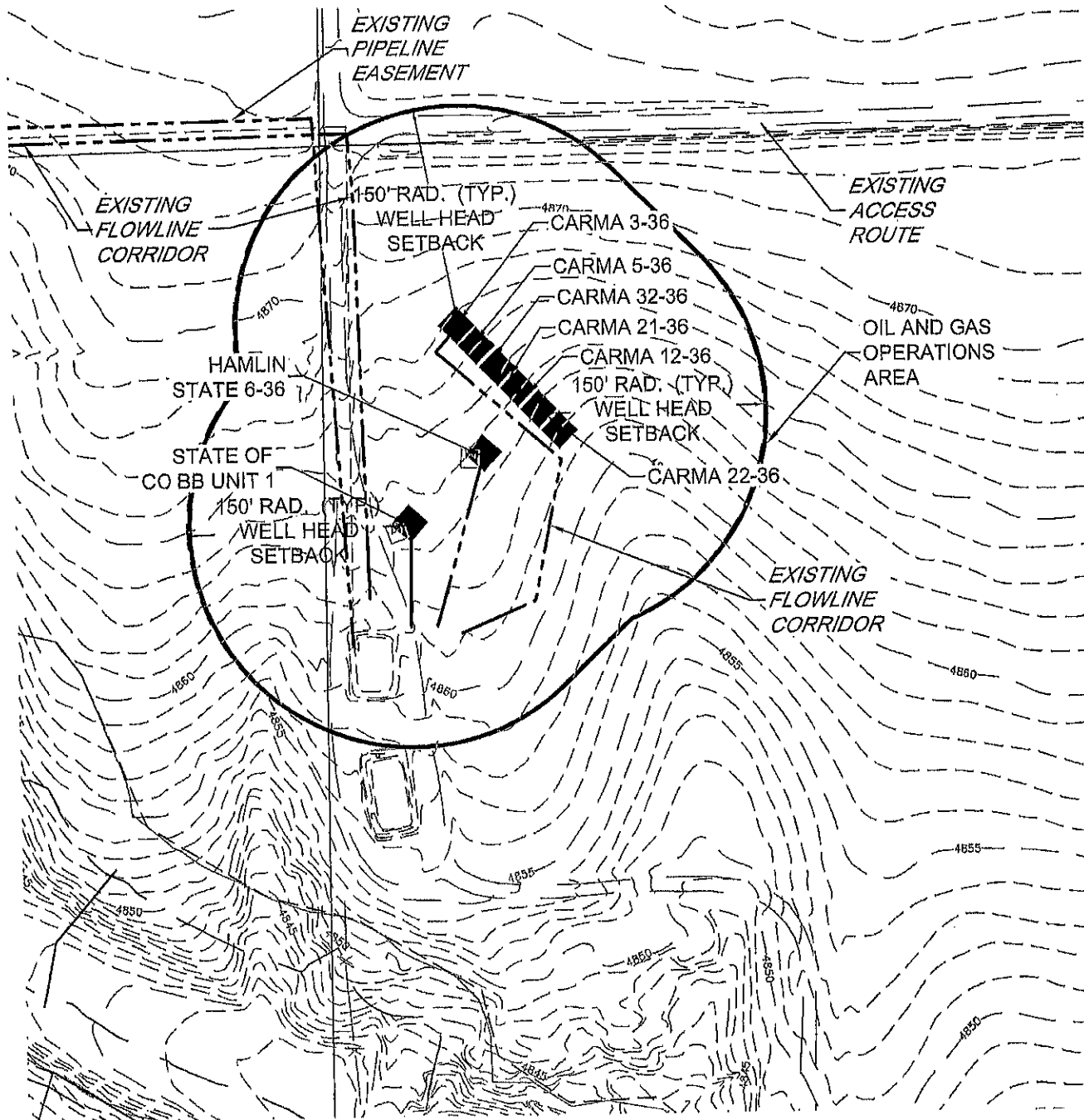
OIL AND GAS OPERATIONS AREAS 36.1  
SECTION 36

DATE 07.26.2013

PROJ. NO. 08001

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2 OF 5



## BAREFOOT LAKES

### EXHIBIT 5C

OIL AND GAS OPERATIONS AREA 36.2  
SECTION 36

DATE 07.26.2013

PROJ. NO. 08001

SHEET

3 OF 5





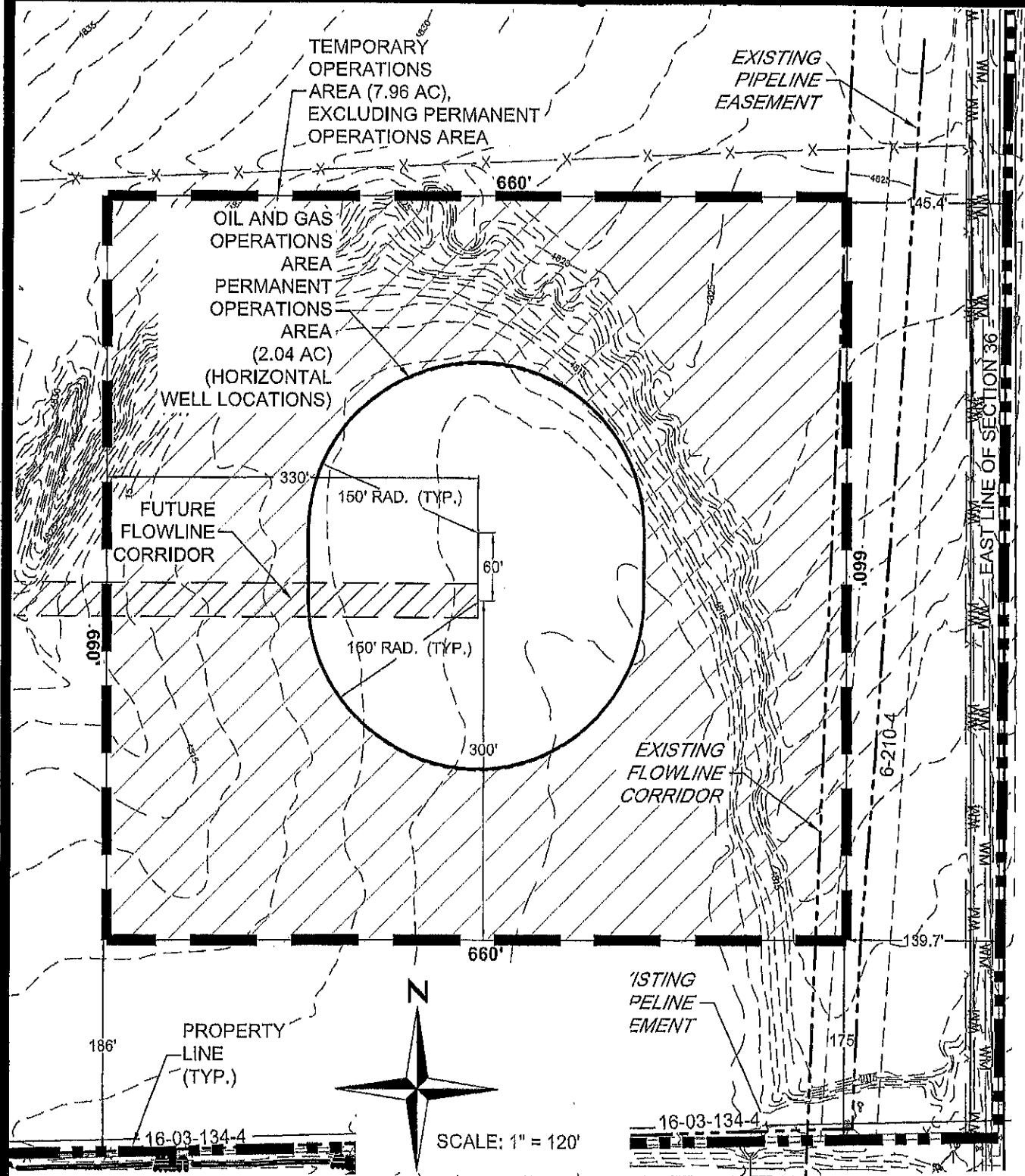
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## OIL AND GAS OPERATIONS AREA 36.3

### SECTION 36

4 OF 5

H:\2008\08001 - Barefoot Lakes\Card\Exhibits\08001\_2013\_Oil\_Gas\_Exhibits\08001\_BFL\_OGOA\_Section 36 Exhibits 36.1-36.4.dwg tab: EX-5C-36.4 Jul 31, 2013 - 1:37pm wlp/elt



## BAREFOOT LAKES

### EXHIBIT 5C

OIL AND GAS OPERATIONS AREA 36.4  
SECTION 36

DATE 07.26.2013

PROJ. NO. 08001

SHEET

5 OF 5

**Exhibit 6**  
**to**  
**Surface Use Agreement**  
**effective July 29, 2013**  
**among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the**  
**limited purposes described herein) and Barefoot Lakes LLC**

**RIGHT-OF-WAY GRANT**

**THIS RIGHT-OF-WAY GRANT ("Grant")** is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, from BAREFOOT LAKES LLC with an address of 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112 ("**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 3 NORTH, RANGE 68 WEST, 6<sup>TH</sup> PM**

**Section 25: (See attached)**

**Section 35: (See attached)**

**Section 36: (See attached)**

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: i) it gives Grantor reasonable notice of such use; ii) such use does not unreasonably

interfere with Grantor's use of such lands; and iii) it restores the same as provided below when not in use.

Grantor represents and warrants 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 that Grantor has full right, power and authority to enter into this Grant.

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 was in prior to its 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 level and restore any lands affected by KMGG's operations that have excessive settling and shall sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of KMGG's pipeline(s).

With respect to the depth at which KMGG shall install the pipelines, the following applies:

i) KMGG shall provide Grantor with thirty (30) days advance notice that it intends to commence the installation of a pipeline. Within ten (10) days from the date it receives notice, Grantor shall provide Kerr-McGee with any grading plan it has that covers the Right-of-Way Lands or otherwise request that KMGG install the pipeline at a specific depth. In such cases, KMGG shall consult with Grantor to determine the depth to which KMGG should install the pipeline in order to conform to the request or the grading plan, and KMGG shall not unreasonably withhold its consent to the request or grading plan; provided, however, KMGG shall in no event agree to install the pipeline to a depth greater than 72 inches or less than 36 inches from the then existing grade. Following the installation of the pipeline by KMGG, Grantor shall not thereafter change the grade at which the pipeline is installed such that the cover over the pipeline is less than 36 inches or more than 72 inches.

ii) In the absence of a grading plan or a request from Grantor, KMGG shall bury pipelines at a depth of approximately 48 inches from the surface, and Grantor shall maintain a minimum of 48 inches and not more than 72 inches of cover over all pipelines during its operations on the Property.

Grantor may install low maintenance landscaping and soft surface and/or concrete trails that are either parallel to or that meander over the Right-of-Way Lands; provided, however, KMGG shall in no event be liable for damages to such landscaping or trails caused by its oil and gas operations.

Except as provided in the immediately preceding paragraph and this paragraph, 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. Notwithstanding the foregoing, Grantor shall have the right to cross the Right-of-Way Lands with roadways and other utilities; provided that, such crossing is made at an angle of between 60 degrees and 90 degrees. Grantor shall also have the right to install and maintain easements that are both adjacent to and within, the Right-of-Way Lands for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however: i) any new underground facilities which travel along the Right-of-Way Lands shall be located a distance horizontally of at least ten feet (10') from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four inches (24") of vertical clearance between such new facility and a pipeline provided for herein; and iii) any overhead power lines shall be at least twenty feet (20') above the ground. Grantor agrees that, and will notify each utility company that, except in cases of emergency, KMGG must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten feet (10') of its easement areas.

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 this 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 or its affiliated companies.

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 Grantor shall pay for, reimburse, indemnify and hold KMGG harmless from any and all claims or 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 be binding upon 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 the records of Weld County. This Grant may be executed in counterparts, each of which shall be considered one and the same agreement.

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

**KMGG:**

KERR-McGEE GATHERING LLC

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

BAREFOOT LAKES LLC

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

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

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for Barefoot Lakes LLC.

Witness my hand and official Seal.

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

Notary

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for Barefoot Lakes LLC.

Witness my hand and official Seal.

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

Notary

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for Kerr-McGee  
Gathering LLC.

Witness my hand and official Seal.

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

\_\_\_\_\_  
Notary

**Exhibit 7**  
**to**  
**Surface Use Agreement**  
**effective July 29, 2013**  
**among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the**  
**limited purposes described herein) and Barefoot Lakes LLC**

**See attached KMGG 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) 659-6922
One Call Emergency	Phone: 811

**Exhibit 8**  
to  
**Surface Use Agreement**  
**effective July 29, 2013**  
**among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the**  
**limited purposes described herein) and Barefoot Lakes LLC**

**NOTICE TO PURCHASERS OF THE SURFACE OF THE RIGHTS OF**  
**OIL AND GAS LEASEHOLD INTEREST OWNERS TO USE THE**  
**SURFACE**

The surface estate for the property that you are purchasing is subject to the rights of the lessees of the oil and gas estate for the property and to the Surface Use Agreement dated July 29, 2013, among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described in the Agreement) and Barefoot Lakes LLC recorded on \_\_\_\_\_, 2013, in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Clerk and Recorder for Weld County ("Agreement").

A copy of the Agreement is attached to this Notice as Attachment A. The terms used in this Notice shall have the same meaning as the term is used in the Agreement, and the Agreement is incorporated herein by this reference.

Please note with respect to the property that you are purchasing the following applies:

- i. there may be additional ongoing oil and gas operations and production on the surface of the Property within the Oil and Gas Operations Areas, Production Facility Locations, Flowline Corridors, Pipeline Easements and access routes;
- ii. there are likely to be additional wells drilled and additional oil and gas production facilities constructed and installed within the Oil and Gas Operations Areas and Production Facility Locations and additional flowlines and pipelines constructed and maintained on the Property;
- iii. heavy equipment will be used by Kerr-McGee from time to time for oil and gas drilling and production operations, and such operations may be conducted on a 24-hour basis; and
- iv. homeowner associations, metropolitan districts and buyers of individual lots or homes, as successors in interests to Surface Owner, will be subject to all of the covenants and waivers made by Surface Owner in the Agreement, including, but not limited to those covenants and waivers: a) prohibiting the location of any temporary or permanent building, structure, or improvement within the Oil and Gas Operation Areas, Production Facility Locations, Flowline Corridors and Pipeline Easements, except as specifically provided in the Agreement; b) waiving objections to the drilling of wells, the construction of facilities, and the conduct of oil and gas operations on the Property; c) except as provided otherwise in the Agreement, waiving surface damage payments; d) waiving objections to the setback requirements under the rules of the COGCC and any local jurisdiction; e) granting the easements as described in the Agreement; and f) waiving claims pursuant to section 16.