

063

SECOND AMENDMENT TO SURFACE USE AGREEMENT

THIS SECOND AMENDMENT TO SURFACE USE AGREEMENT ("**Second Amendment**") is effective this 22th day of June, 2009, and is by and among KERR-McGEE OIL & GAS ONSHORE LP ("**KMG**") with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202; LAFARGE WEST, INC. ("**Lafarge**") with an address of 10170 Church Ranch Way, Suite 200, Westminster, Colorado 80021; THE CITY OF AURORA ("**Aurora**"), a municipal corporation in the State of Colorado, located within the Counties of Adams, Arapahoe and Douglas, acting by and through its utility enterprise, with an address of 15151 E. Alameda Parkway, Suite 3600, Aurora, Colorado 80012; THE CITY OF THORNTON ("**Thornton**"), a municipal corporation in the State of Colorado, with an address of 9500 Civic Center Drive, Thornton, Colorado 80229; and CHIKUMA FAMILY, LLC ("**Chikuma**") with an address of 3550 Weld County Road 23, Fort Lupton, Colorado 80621. KMG, Lafarge, Aurora, Thornton and Chikuma are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

A. KMG and Lafarge entered into a surface use agreement effective April 27, 2007 ("**Surface Use Agreement**") that covers those certain tracts of land more particularly described in Exhibit 1 attached to the Surface Use Agreement, located in Weld County, Colorado, and referred to herein as the "**Property**" and specifically described in the attached Exhibit A.

B. The Surface Use Agreement was recorded in the Office of the Weld County Clerk and Recorder on May 7, 2007 at Reception No. 3474107 and is binding on successors and assigns.

C. KMG and Lafarge identified existing and future Oil and Gas Operations Areas, Production Facility Locations, Pipelines, Petroleum Pipeline Easements and access routes to be used by KMG for its oil and gas operations for property identified in the Surface Use Agreement as the Phase 1 Property.

D. Lafarge and KMG agreed that the terms included in the Surface Use Agreement applied to the property described in the Surface Use Agreement as both the Phase 1 and the Phase 2 Property; however, at the time they entered into the Surface Use Agreement, Lafarge had specific plans for development for only the Phase 1 Property so that they agreed to enter into an amendment to the Surface Use Agreement at a later time in which they would identify locations for Oil and Gas Operations Areas, Production Facility Locations, Pipelines, Petroleum Pipeline Easements and access routes for the Phase 2 Property.

E. Aurora, Lafarge and KMG entered into an Amendment to the Surface Use Agreement effective December 8, 2008 ("**Amendment**") and recorded on January 8, 2009 at Reception No. 3598527 in which Aurora agreed to be bound by the terms in the Surface Use Agreement as to its interests in the Property, and Lafarge and KMG agreed that Aurora would be a party to the Surface Use Agreement and also a party to this Second Amendment, among other things.

F. Aurora and KMG entered into an agreement effective December 8, 2008 ("**Aurora Agreement**") and recorded January 6, 2009 at Reception No. 3598139 in which they agreed upon certain procedures, among other things, to resolve conflicts between the use of the surface of the Phase 1 Property by KMG for oil and gas operations and the use of the surface of the Phase 1 Property by Aurora for its Prairie Waters Project.

3640063 08/03/2009 03:14P Weld County, CO
2 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

G. Lafarge further agreed in the Amendment that the current owners of the surface estate for the Phase 2 Property would be parties to this Second Amendment.

H. The Phase 2 Property and the ownership of the specific parcels of the Phase 2 Property are described in Exhibit A.

I. The purpose of this Second Amendment is to identify locations for Oil and Gas Operations Areas, Production Facility Locations, Pipelines, Petroleum Pipeline Easements and access routes for the Phase 2 Property and to confirm that the terms, conditions, covenants, restrictions, waivers, rights and obligations and agreements in the Surface Use Agreement and the Aurora Agreement apply to the Phase 2 Property.

J. This Second Amendment further amends the locations and setbacks and configurations of certain Oil and Gas Operations Areas and pipeline easements for portions of the Phase 1 Property as more specifically described herein.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto all agree as follows:

1. **TERMS USED IN THIS SECOND AMENDMENT WITH THE SAME MEANING AS THEY ARE USED IN THE SURFACE USE AGREEMENT.** A term used in this Second Amendment shall have the same meaning as the term is used in the Surface Use Agreement.

2. **APPLICATION TO INTERESTS OF THE PARTIES.** This Second Amendment and the Surface Use Agreement apply to each of the Parties to the extent that the Party owns property interests or oil and gas leasehold interests, as the case may be, in the Property.

3. **IDENTIFICATION OF AREAS FOR OIL AND GAS ACTIVITIES.** The Oil and Gas Operations Areas, Production Facility Locations, Pipelines, Petroleum Pipeline Easements and access routes for the Phase 2 Property shall be at the locations depicted on the attached Exhibit B.

4. **TERMS TO BE APPLIED TO THE PHASE 2 PROPERTY.** The Parties agree that the terms, conditions, covenants, restrictions, waivers, rights and obligations and agreements in the Surface Use Agreement shall apply to the Phase 2 Property *mutatis mutandis*, including, but not limited to, those in sections 3.d., 4.e., 5.e., 5.m, 5.n, 7.d, 12, 19 and 26, among others, and each Party with respect to its interests in the Property hereby waives the rights and undertakes the obligations set forth therein.

5. **APPLICATION OF AURORA AGREEMENT.**

a. Aurora and KMG agree that the terms, conditions, covenants, restrictions, waivers, rights and obligations and agreements in the Aurora Agreement shall apply to the Phase 2 Property *mutatis mutandis*.

b. Exhibit C depicts the infrastructure for the Prairie Waters Project within the Phase 2 Property, to which all of the Parties agree, but, as between KMG and Aurora, subject to the terms in the Aurora Agreement.

3640063 08/03/2009 03:14P Weld County, CO
3 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

6. **AMENDMENTS TO CERTAIN OIL AND GAS OPERATIONS AREAS AND PIPELINE EASEMENTS IN PHASE 1.** Specific Oil and Gas Operations Areas and pipeline easements for the Phase 1 Property shall be amended or further amended, as the case may be, to reflect sizes and locations depicted on Exhibit D, 3 through 7, as follows:

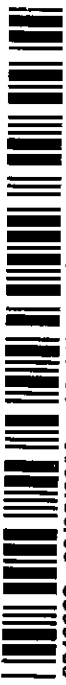
- a. SW/4 of Section 19, Township 1 North, Range 66 West: The attached Exhibit D, 3 of 7, shall replace Exhibit 4 of the Amendment to enlarge the Production Facility portion of the Oil and Gas Operations Area for the future Kerr-McGee wells to the west from 150 feet to 200 feet, as depicted on the attached Exhibit.
- b. NW/4 of Section 19, Township 1 North, Range 66 West: The attached Exhibit D, 4 of 7, shall replace the pertinent portion of Exhibit 3B (page 1) of the Amendment to enlarge the Production Facility portion of the Oil and Gas Operations Area with the existing Kerr-McGee well to the west from 150 feet to 200 feet, as depicted on the attached Exhibit.
- c. SW/4 of Section 18, Township 1 North, Range 66 West: The attached Exhibit D, 7 of 7, shall replace the pertinent portion of Exhibit 3B (page 2) of the Amendment to change the configuration of the Production Facility portion of the Oil and Gas Operations Area to the west from 150 feet to 200 feet, among other things, as depicted on the attached Exhibit.

The attached Exhibit D, 1 of 7 through 7 of 7, inclusive, depicts the configurations of the Oil and Gas Operations Areas, Production Facility Locations, Pipelines, Petroleum Pipeline Easements, and Access Roads and also the locations of the facilities and access routes associated with the Prairie Waters Project which the Parties all agree upon as of the effective date of this Second Amendment, and Exhibit D supercedes the exhibits for the same in the Surface Use Agreement, Amendment and the Aurora Agreement to the extent such prior exhibits are inconsistent or in conflict with Exhibit D.

7. **LETTER AGREEMENT BETWEEN KMG AND LAFARGE.** Lafarge and KMG shall enter into a letter agreement contemporaneously with the execution of this Second Amendment in which they agree to the relocation of certain pipelines and production facilities on the Phase 1 Property as depicted on Exhibit D, 3 of 7, and as more specifically described in the letter agreement.

8. **ATTACHED EXHIBIT E TO REPLACE EXHIBIT D IN THE SURFACE USE AGREEMENT.** The Parties agree that the form of Right-of-Way Grant attached as Exhibit E shall replace the form of Right-of-Way Grant attached to the Surface Use Agreement as Exhibit D, both for the Phase 1 Property and the Phase 2 Property.

9. **COMPLIANCE WITH COMMON LAW AND STATUTORY AND REGULATORY REQUIREMENTS.** Aurora, Lafarge, Thornton and Chikuma expressly acknowledge that the Surface Use Agreement and this Second Amendment, satisfy the obligations and requirements of KMG pursuant to Colorado Oil and Gas Conservation Commission rules and regulations and Colorado statutes to consult in good faith with each of them regarding existing and proposed oil and gas operations on the Property. Aurora, Lafarge, Thornton and Chikuma further expressly acknowledge that the Surface Use Agreement and this Second Amendment shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of KMG to accommodate the use of the surface of the Property by Aurora, Lafarge, Thornton and Chikuma, existing and future, and Aurora, Lafarge, Thornton and Chikuma each 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.



3640063 08/03/2009 03:14P Weld County, CO
4 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

10. REPRESENTATION AND WARRANTY OF LAFARGE REGARDING AUTHORITY TO BIND OWNERS OF THE PROPERTY. Lafarge represents and warrants (to the extent that any owner of any portion of the Phase 2 Property is not a party to this Second Amendment) that it has the right and authority to enter into this Second Amendment on behalf of and to bind each and every person or entity which owns an interest in the surface estate for all or any portion of the Phase 2 Property with respect to all of the terms, provisions and conditions of the Surface Use Agreement and this Second Amendment, including, but not limited to, all of the waivers, consents and covenants included in the specific sections of the Surface Use Agreement expressly referred to in Section 2 of the Surface Use Agreement and those in Section 4 of this Second Amendment.

11. REPRESENTATIONS. Each Party represents that it has the full right and authority to enter into this Second Amendment with respect to the oil and gas leasehold interests or the interests or leasehold interests in the surface estate that it owns in the Property. KMG does not represent that it has rights to settle matters for any mineral owner or any other oil and gas lessee for the Property, and this Second Amendment shall apply to and bind KMG only as to the oil and gas leasehold interests it owns in the Property. This Second Amendment shall also apply to and bind each of the Parties other than KMG only as to the interests it owns in the Property.

12. SUCCESSORS AND ASSIGNS. The terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, successors and assigns for KMG shall be limited to only those assignees under the oil and gas leases that are owned by KMG.

13. NOTICES.

Any notice or other communication required or permitted under this Second Amendment shall be given in writing by any of: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered with certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

If to KMG:

Attention: John Butera
Kerr McGee Oil & Gas Onshore LP
1099 18th Street, Suite 1800
Denver, Colorado 80202

If to Aurora:

Attention: Director of Water
City of Aurora
15151 E. Alameda Parkway, Suite 3600
Aurora, Colorado 80012

If to Lafarge:

Lafarge West, Inc.
10170 Church Ranch Way, Suite 200
Westminster, Colorado 80021
Attention: Director of Lands

If to Thornton:

City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229

If to Chikuma:

Chikuma Family, LLC
3550 Weld County Road 23
Fort Lupton, Colorado 80621

Any Party may, by written notice so delivered to the other Parties, change the address or individual to whom delivery shall thereafter be made.

14. **THORNTON AS SIGNATORY TO THIS SECOND AMENDMENT.** This Second Amendment shall be effective on the date above and binding upon each of the Parties when it is signed by each of them; however, it shall be effective as to all other Parties whether or not it is signed by Thornton. Lafarge shall either obtain the authority, waivers and consents from Thornton to the terms and conditions included in this Second Amendment and the Surface Use Agreement by the execution of this Second Amendment by Thornton, or, in the alternative, obtain the consent of Thornton in a separate surface use agreement which is acceptable to KMG.

15. **RECORDING.** This Second Amendment shall be recorded by KMG in the Weld County Clerk and Recorder's Office, and KMG shall provide the other Parties with a copy showing the recording information as soon as practicable thereafter.

16. **CONSTRUCTION.** The Parties have participated jointly in the negotiating and drafting of this Second Amendment. In the event ambiguity or question of intent or interpretation arises, this Second Amendment shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Second Amendment. 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.

17. **SEVERABILITY.** If any part of this Second Amendment 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 Second Amendment shall be in full force and effect. In the event that any part of this Second Amendment 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

3640063 08/03/2009 03:14P Weld County, CO
5 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

3640063 08/03/2009 03:14P Weld County, CO
6 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

which such part of this Second Amendment 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.

18. **INCORPORATION OF EXHIBITS.** Exhibits A, B, C, D and E are incorporated into this Second Amendment by this reference.

19. **CONFLICTS.** In the event of a conflict between a term in this Second Amendment and one in the Surface Use Agreement or the Amendment, this Second Amendment shall control with respect to the matter covered herein.

20. **SURFACE USE AGREEMENT, AS AMENDED, IN EFFECT.** Except as otherwise amended by the Amendment and this Second Amendment, the terms in the Surface Use Agreement shall continue in full force and effect.

21. **COUNTERPART EXECUTIONS.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument.

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

KERR-McGEE OIL & GAS ONSHORE LP

CITY OF AURORA

By: [Signature]
Name: Jane Ann Byroad
Title: Agent & Attorney-in-Fact

By: _____
Name: _____
Title: _____

*WAB
JAB*

LAFARGE WEST, INC.

Approved as to Form:

By: _____
Name: _____
Title: _____

Aurora Assistant City Attorney

Reviewed By:

CHIKUMA FAMILY, LLC

Aurora Water

By: _____
Name: _____
Title: _____

Reviewed By:

Aurora Real Property

which such part of this Second Amendment 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.

18. **INCORPORATION OF EXHIBITS.** Exhibits A, B, C, D and E are incorporated into this Second Amendment by this reference.

19. **CONFLICTS.** In the event of a conflict between a term in this Second Amendment and one in the Surface Use Agreement or the Amendment, this Second Amendment shall control with respect to the matter covered herein.

20. **SURFACE USE AGREEMENT, AS AMENDED, IN EFFECT.** Except as otherwise amended by the Amendment and this Second Amendment, the terms in the Surface Use Agreement shall continue in full force and effect.

21. **COUNTERPART EXECUTIONS.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument.

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

KERR-McGEE OIL & GAS ONSHORE LP


CITY OF AURORA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LAFARGE WEST, INC.

Approved as to Form:

By: 
Name: TODD OELHERTSEN
Title: VP Perm AGG

Aurora Assistant City Attorney

Reviewed By:

Aurora Water

CHIKUMA FAMILY, LLC

Reviewed By:

By: Mary K. Chikuma
Name: MARY K. CHIKUMA
Title: OWNER/MANAGER

Aurora Real Property

3640063 08/03/2009 03:14P Weld County, CO
7 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

3640063 08/03/2009 03:14P Weld County, CO
8 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

which such part of this Second Amendment 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.

18. **INCORPORATION OF EXHIBITS.** Exhibits A, B, C, D and E are incorporated into this Second Amendment by this reference.

19. **CONFLICTS.** In the event of a conflict between a term in this Second Amendment and one in the Surface Use Agreement or the Amendment, this Second Amendment shall control with respect to the matter covered herein.

20. **SURFACE USE AGREEMENT, AS AMENDED, IN EFFECT.** Except as otherwise amended by the Amendment and this Second Amendment, the terms in the Surface Use Agreement shall continue in full force and effect.

21. **COUNTERPART EXECUTIONS.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument.

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

KERR-McGEE OIL & GAS ONSHORE LP

CITY OF AURORA

By: _____
Name: _____
Title: _____

By: Edward J. Taver
Name: Edward J. Taver
Title: Mayor

LAFARGE WEST, INC.

Approved as to Form:

By: _____
Name: _____
Title: _____

Christine McKenney
Aurora Assistant City Attorney

Reviewed By:

D R Hogan
Aurora Water

CHIKUMA FAMILY, LLC

Reviewed By:

By: _____
Name: _____
Title: _____

William L. Craven
Aurora Real Property

CITY OF THORNTON



3640063 08/03/2009 03:14P Weld County, CO
9 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

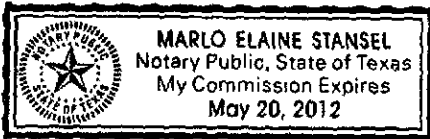
STATE OF Texas)
County of Montgomery) ss.

The foregoing instrument was acknowledged before me this 26th day of June, 2009, by Jane Ann Byroad, as Agent & Attorney-in-Fact of KERR-McGEE OIL & GAS ONSHORE LP, on behalf of such company.

Witness my hand and official seal.

Marlo Elaine Stansel
Notary Public

My Commission Expires: May 20, 2012



STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ as _____ of THE CITY OF AURORA.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

CITY OF THORNTON

3640063 08/03/2009 03:14P Weld County, CO
10 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____ of KERR-McGEE OIL & GAS ONSHORE LP, on behalf of such company.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th day of July, 2009, by Edward Bauer as Mayor of THE CITY OF AURORA.

Witness my hand and official seal.

Jean M Russell
Notary Public

My Commission Expires: 04/20/2012



My Commission Expires 04/20/2012



3640063 08/03/2009 03:14P Weld County, CO
11 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

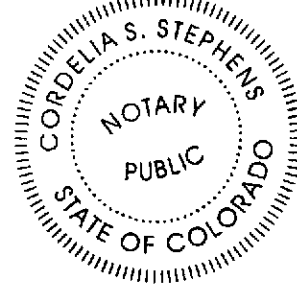
STATE OF COLORADO)
)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 15TH day of July, 2009, by TODD OHLWEISER as VP Rocky Mtn Agg. of LAFARGE WEST, INC., on behalf of the corporation.

Witness my hand and official seal.

Cordelia S. Stephens
Notary Public

My Commission Expires: 11/30/2010



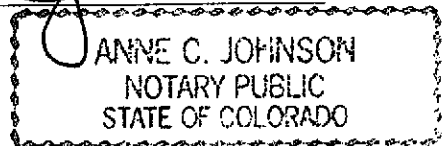
STATE OF COLORADO)
)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 17 day of July, 2009, by Mary K Chikuma as owner/manager of CHIKUMA FAMILY, LLC.

Witness my hand and official seal.

Anne C. Johnson
Notary Public

My Commission Expires: 3/31/2010



My Commission Expires 03/31/2010

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ as _____ of _____, on behalf of THE CITY OF THORNTON.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____



3640063 08/03/2009 03:14P Weld County, CO
12 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit A

to

**Second Amendment to Surface Use Agreement dated and effective June 22, 2009
among Kerr-McGee Oil & Gas Onshore LP; Lafarge West, Inc.; The City of Aurora;
The City of Thornton; and Chikuma Family, LLC**

See attached description of the Property consisting of four (4) pages.



3640063 08/03/2009 03:14P Weld County, CO
13 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT A

PHASE 1 – RITTENHOUSE LEASED

THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 19; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 853 FEET TO THE NORTH LINE OF THE DAMIANA PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 529, PAGE 433; THENCE EAST ALONG THE NORTH LINE OF SAID DAMIANA PROPERTY 264 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 853 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 19; THENCE WEST A DISTANCE OF 264 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO FOR HIGHWAY PURPOSES IN SPECIAL WARRANTY DEED RECORDED IN BOOK 1401, PAGE 313, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH PROPERTY LINE FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 54°04' EAST A DISTANCE OF 3011.2 FEET; THENCE ALONG THE SOUTH PROPERTY LINE SOUTH 88°39' EAST A DISTANCE OF 68.9 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY; THENCE ALONG THE EAST PROPERTY LINE NORTH 0°25'30" WEST A DISTANCE OF 856.8 FEET TO THE EAST-WEST QUARTER LINE OF SECTION 19; THENCE ALONG THE EAST-WEST QUARTER LINE OF SECTION 19 SOUTH 89°39' WEST A DISTANCE OF 159.3 FEET; THENCE SOUTH 4°48' EAST A DISTANCE OF 535.9 FEET; THENCE SOUTH 18°50' EAST A DISTANCE OF 103.1 FEET; THENCE SOUTH 4°48' EAST A DISTANCE OF 223.4 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND

THAT PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 19 WHICH IS 1310 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SE 1/4 OF SAID SECTION 19; THENCE NORTH 504 FEET; THENCE EAST 272 FEET; THENCE SOUTH 504 FEET; THENCE WEST 272 FEET TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION THEREOF INCLUDED WITHIN A PARCEL OF LAND CONVEYED TO JOHN SCHELL AND CONSTANTINE SHELL IN QUIT CLAIM DEED RECORDED IN BOOK 1007, PAGE 39, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 247 FEET EAST OF THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 19; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID SW 1/4 SE 1/4 ; THENCE EAST 25 FEET TO A POINT; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID SW 1/4 SE 1/4; THENCE WEST 25 FEET TO THE PLACE OF BEGINNING; AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE NORTH 10 FEET OF THE S 1/2 OF THE SE 1/4 AND THE SOUTH 20 FEET OF THE N 1/2 OF THE SE 1/4 OF SAID SECTION 19 AS CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY AND TO WELD COUNTY TO BE USED AND MAINTAINED AS A PUBLIC ROAD IN WARRANTY DEED RECORDED IN BOOK 1229, PAGE 556; AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO FOR HIGHWAY PURPOSES IN SPECIAL WARRANTY DEED RECORDED IN BOOK 1401, PAGE 313, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH PROPERTY LINE FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 54°04' EAST A DISTANCE OF 3011.2 FEET; THENCE SOUTH 4°48'



EAST A DISTANCE OF 247.6 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 186.3 FEET, THE RADIUS OF WHICH ARC HAS A LENGTH OF 5805 FEET, AND THE CHORD OF WHICH ARC BEARS SOUTH 5°43' EAST A DISTANCE OF 186.2 FEET, TO THE SOUTH PROPERTY LINE; THENCE ALONG THE SOUTH PROPERTY LINE NORTH 89°50' EAST A DISTANCE OF 32.8 FEET TO THE EAST PROPERTY LINE; THENCE ALONG THE EAST PROPERTY LINE NORTH 0°25'30" WEST, A DISTANCE OF 430.3 FEET TO THE NORTH PROPERTY LINE; THENCE ALONG THE NORTH PROPERTY LINE NORTH 88°39' WEST A DISTANCE OF 68.9 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND LOTS 1 AND 2 IN THE SW 1/4 OF SAID SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M. ALL IN WELD COUNTY, COLORADO.

**PHASE 2 - NORDEN TRUST
 LAFARGE OWNERSHIP**

THE N 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SECTION 24; THENCE S 00°25'10" W, ALONG THE EAST LINE OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 24, 1310.16 FEET TO THE SE CORNER OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 24; THENCE S 89°45'34" W, ALONG THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 24, 2637.68 FEET TO THE SW CORNER OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 24; THENCE N 00°12'27" E, ALONG THE WEST LINE OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 24, 1309.10 FEET TO THE NW CORNER OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 24; THENCE N 89°44'15" E, ALONG THE NORTH LINE OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 24, 2642.54 FEET TO THE POINT OF BEGINNING.

**PHASE 3 – ANDERSON
 LAFARGE OWNERSHIP**

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

**PHASE 4 – MCWILLIAMS
 LEASED**

ALL THAT PART OF THE NW 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M. WHICH LIES WEST OF THE CENTER LINE OF THE SOUTH PLATTE RIVER, WELD COUNTY, COLORADO,

EXCEPT:

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, THENCE S 00°11'42" W, ALONG THE WEST LINE OF SAID NW 1/4, A DISTANCE OF 30.00 FEET; THENCE NORTH 90°00'00" EAST 747.67 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTED PARCEL;

- 1) THENCE CONTINUING ALONG SAID PARALLEL LINE, N 90° 00'00" E, A DISTANCE OF 882.35 FEET TO THE CENTERLINE OF THE MAIN CHANNEL OF THE SOUTH PLATTE RIVER (1997) AND CONTINUING ALONG SAID CENTERLINE THE FOLLOWING 5 (FIVE) COURSES;
- 2) THENCE S 22°21'23" W, A DISTANCE OF 119.58 FEET;
- 3) THENCE S 33°19'22" W, A DISTANCE OF 67.31 FEET;
- 4) THENCE S 43°51'39" W, A DISTANCE OF 182.10 FEET;



3640063 08/03/2009 03:14P Weld County, CO
15 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

- 5) THENCE S 46°41'03" W, A DISTANCE OF 182.88 FEET;
- 6) THENCE S 35°51'46" W, A DISTANCE OF 4.35 FEET;
- 7) THENCE DEPARTING SAID CENTERLINE, N 90°00'00" W, A DISTANCE OF 542.31 FEET;
- 8) THENCE N 00°33'48" E, A DISTANCE OF 427.13 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTED PARCEL, CONTAINING 7.273 ACRES, MORE OR LESS.

**PHASE 5 - CHIKUMA
LEASED**

THE N 1/2 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN AND THE W 1/2 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO. LESS THAT PORTION IN THAT WARRANTY DEED RECORDED OCTOBER 23, 1908 IN BOOK 287, PAGE 208 OF THE WELD COUNTY RECORDS.

**PHASE 6 - CITY OF THORNTON/D&S MINING
LEASED**

THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN (CONTAINS 80 ACRES MORE OR LESS), TOGETHER WITH THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN (CONTAINS 80 ACRES MORE OR LESS), ALL IN WELD COUNTY, COLORADO.

**PHASE 7 (SOUTHERN PORTION) - MYRNA
LAFARGE OWNERSHIP**

THE S 1/2 OF THE EAST 60 ACRES OF THE SW 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN. THE W 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN. THE EAST 30 ACRES OF THE SW 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN. ALL IN WELD COUNTY, CO.

**PHASE 7 (NORTHERN PORTION) AND 8 - MFM FARMS
LAFARGE OWNERSHIP**

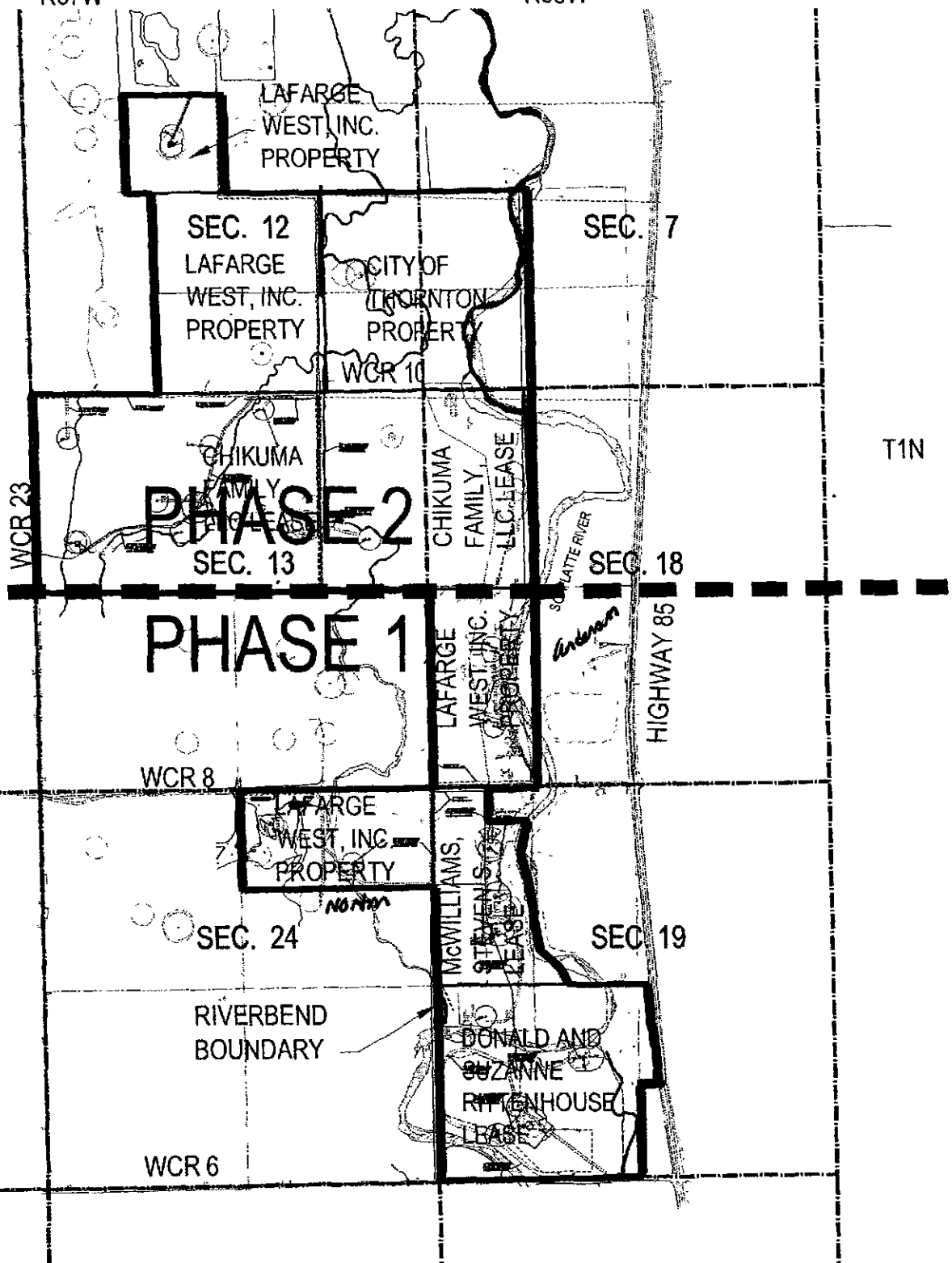
THE SE 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN AND THE NW 1/4 OF THE SE 1/4 AND THE EAST 30 ACRES OF THE NE 1/4 OF THE SW 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN WELD COUNTY, COLORADO.



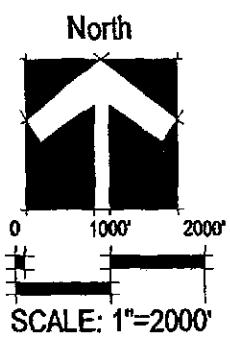
3640063 08/03/2009 03:14P Weld County, CO
 16 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder.

R67W

R66W



PHASE 2
PHASE 1



PARCEL
 OWNERSHIP/LEASE
 MAP

KERR-McGEE OIL & GAS WELL OPERATIONS

SECTIONS 12, 13 AND 24, T1N, R67W,
 SECTIONS 7, 18 AND 19, T1N, R66W,
 6TH P.M., WELD COUNTY COLORADO



TETRA TECH RMC

1900 S SUNSET ST., SUITE 1-F, LONGMONT, CO 80501
 TEL 303.772.5282 METRO 303.665.6283 FAX 303.665.6959

RIVERBEND OIL & GAS WELL OPERATIONS
 80-4137.012.00 MARCH 29, 2007



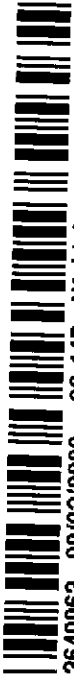
3640063 08/03/2009 03:14P Weld County, CO
17 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit B

to

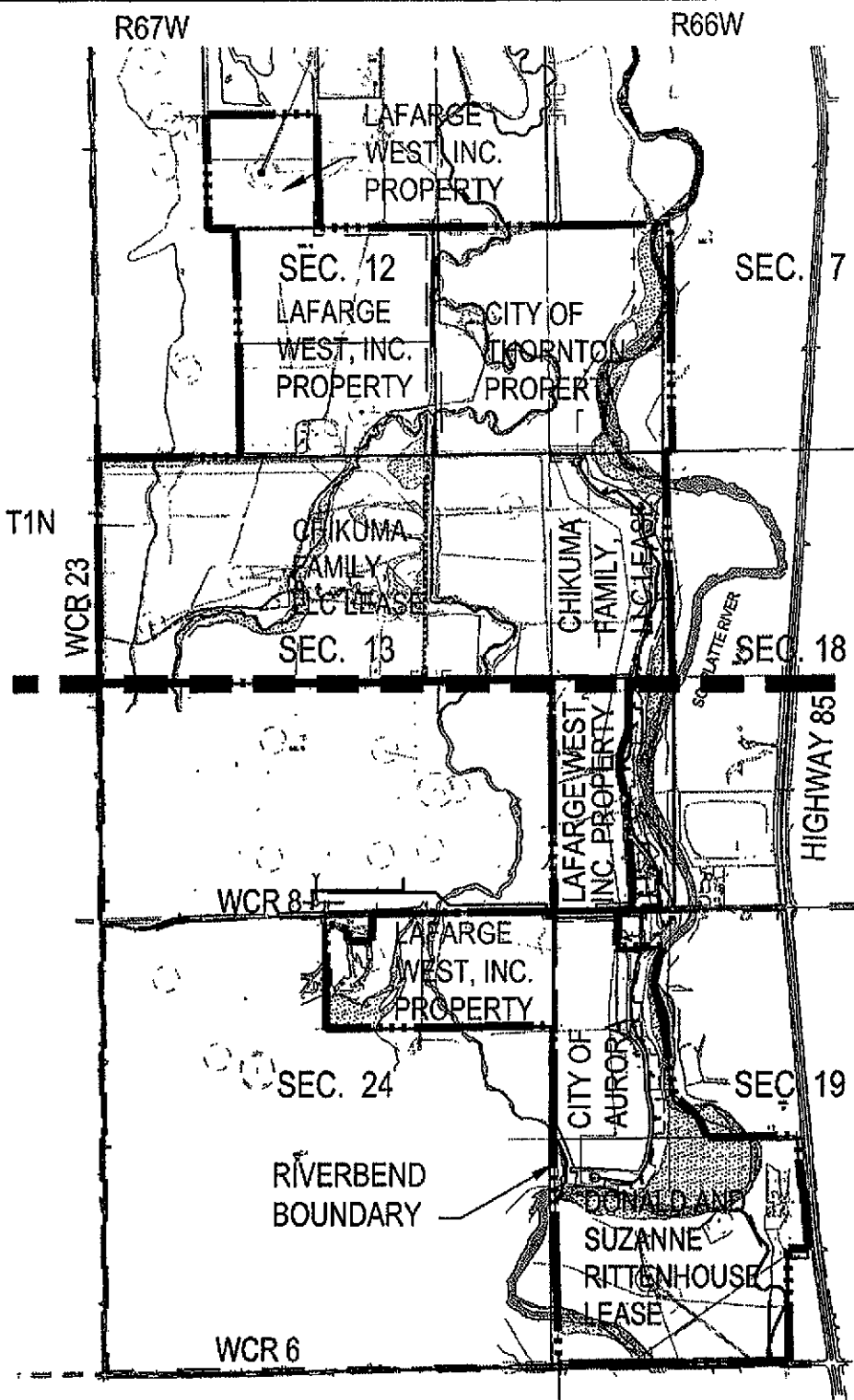
**Second Amendment to Surface Use Agreement dated and effective June 22, 2009
among Kerr-McGee Oil & Gas Onshore LP; Lafarge West, Inc.; The City of Aurora;
The City of Thornton; and Chikuma Family, LLC**

See attached plats for the Phase 2 Property consisting of eight (8) pages.



3640063 08/03/2009 03:14P Weld County, CO
 18 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Tuesday, April 28, 2009 4:12:18 PM DRAWING: R:\4137_012_OIL EXHIBITS\DWG\KERR_MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 2.DWG LAYOUT: SHE



PHASE 2
PHASE 1

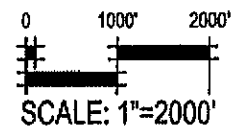


EXHIBIT "B"
PARCEL
OWNERSHIP/LEASE
MAP

PHASE 2
KERR-McGEE OIL & GAS WELL OPERATIONS

SECTIONS 12 AND 13, T1N, R67W,
 SECTION 18, T1N, R66W,
 6TH P.M., WELD COUNTY, COLORADO



TETRA TECH

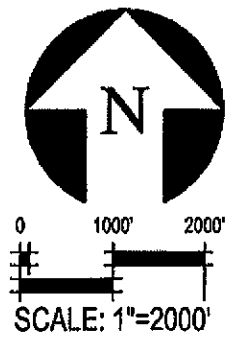
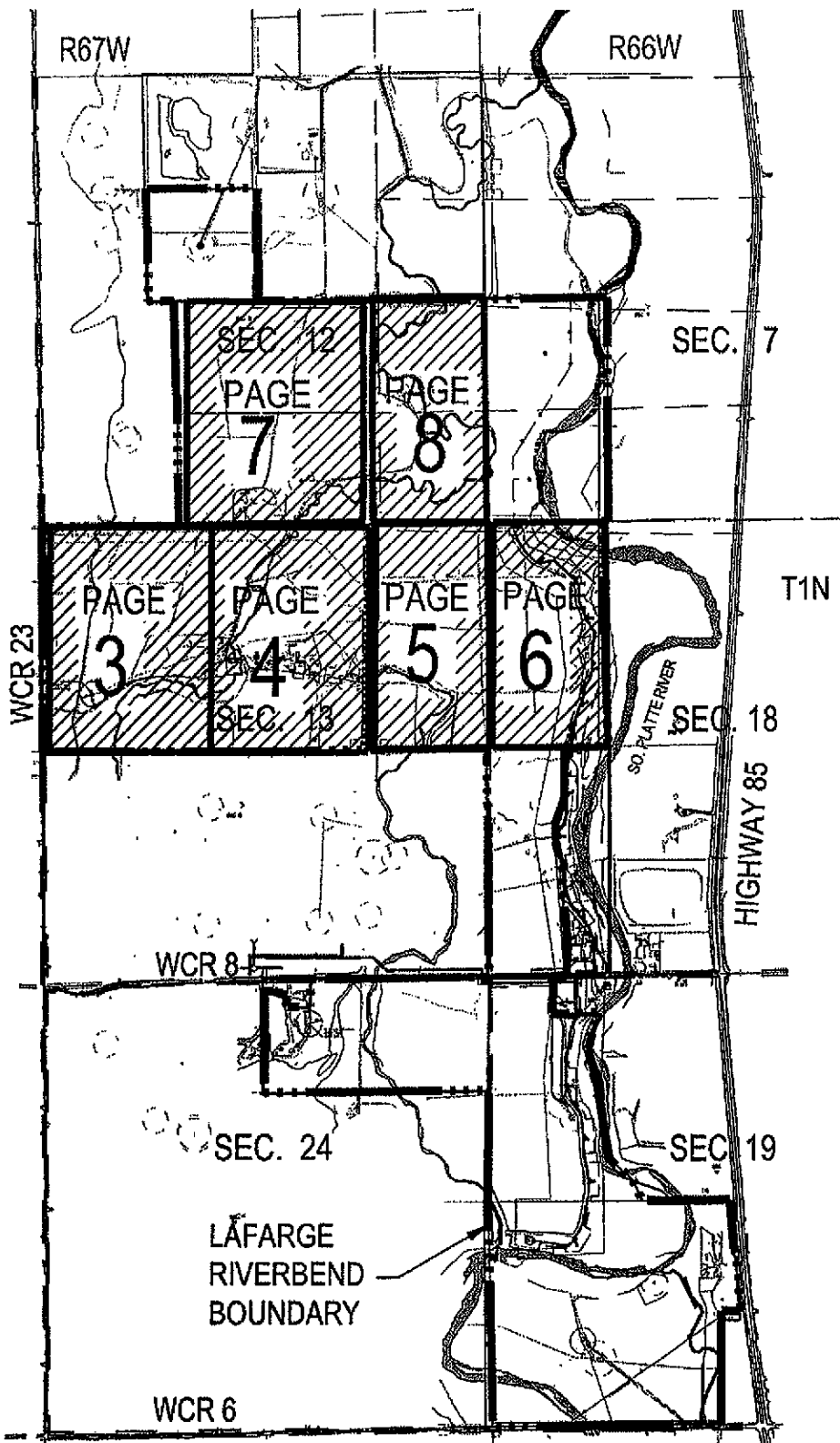
DATE: 4-28-09
 RIVERBEND OIL & GAS WELL
 OPERATIONS 80-4137.012.00

1900 S. SUNSET ST.,
 SUITE 1-F
 LONGMONT, CO 80501
 MAIN: 303.772.5282
 FAX: 303.772.7039



3640063 08/03/2009 03:14P Weld County, CO
 19 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Tuesday, April 28, 2009 4:12:31 PM DRAWING: R:\4137_012_OIL_EXHIBITS\DWG\KERR MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 2.DWG LAYOUT: SHEET 2 KEY USER: NAI



KEY MAP

**PHASE 2
 KERR-McGEE OIL & GAS WELL OPERATIONS**

SECTIONS 12 AND 13, T1N, R67W,
 SECTION 18, T1N, R66W,
 6TH P.M., WELD COUNTY, COLORADO



TETRA TECH

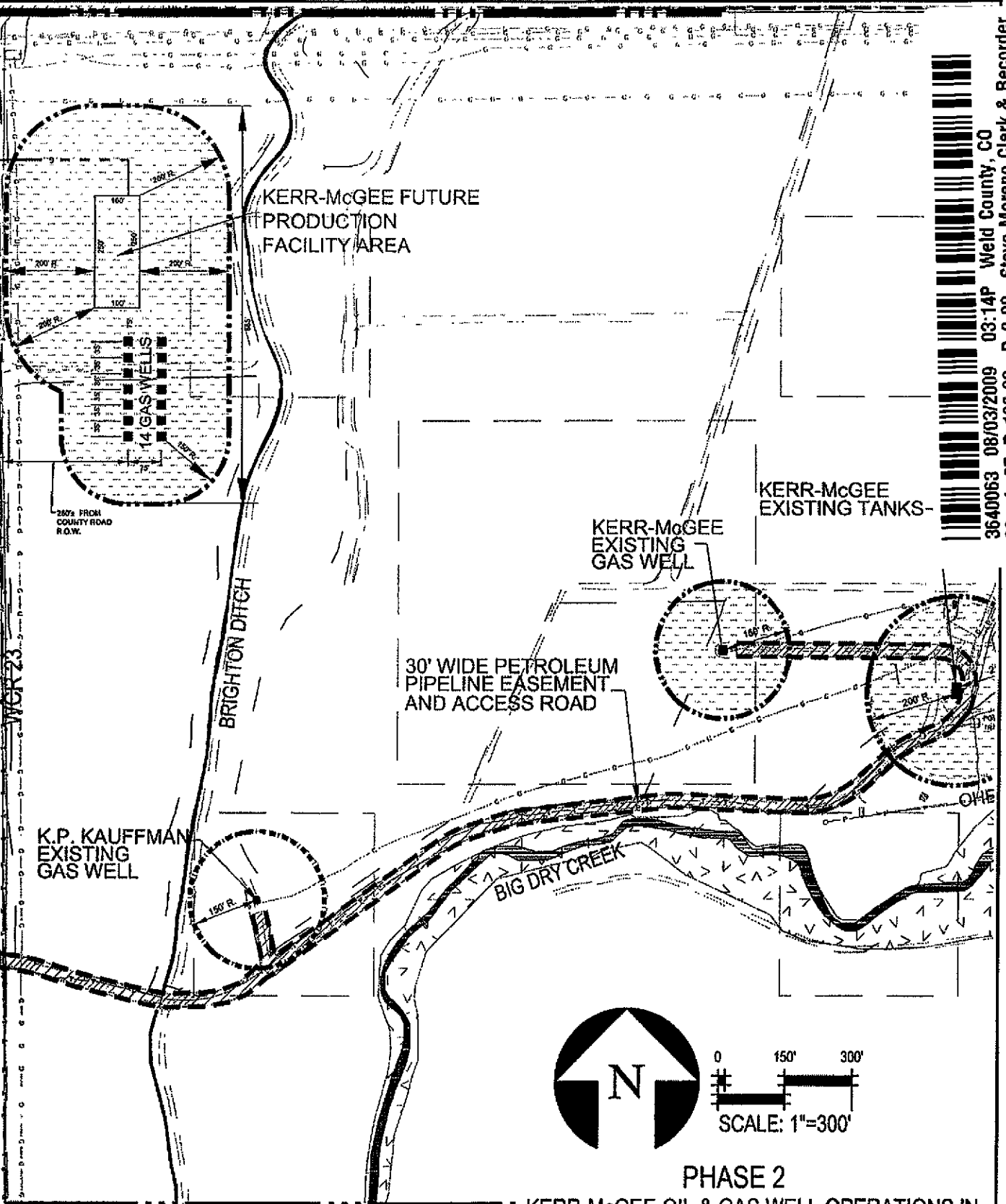
1900 S. SUNSET ST.,
 SUITE 1-F
 LONGMONT, CO 80501
 MAIN: 303.772.5282
 FAX: 303.772.7039

DATE: 4-28-09
 RIVERBEND OIL & GAS WELL
 OPERATIONS 80-4137.012.00

2 OF 8

Tuesday, April 28, 2008 4:12:46 PM DRAWING: R:4137_012_OIL_EXHIBIT\DWG\KERR.MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 2.DWG LAYOUT: SHEET 3 USER NAME: MIKE MORISON

WGR 23



3640063 08/03/2009 03:14P Weld County, CO
 20 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

LEGEND:

- PROPOSED PETROLEUM PIPELINE ROUTE
- WETLANDS (JURISDICTIONAL)
- 30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD
- DRILL WINDOWS
- TANK/GAS WELL
- EXISTING PETROLEUM PIPELINE
- KERR-McGEE OIL AND GAS OPERATIONS AREA
- K.P. KAUFFMAN OIL AND GAS OPERATIONS AREA

PHASE 2
KERR-McGEE OIL & GAS WELL OPERATIONS IN
NW 1/4, SECTION 13, T1N, R67W, 6TH P.M.



TETRA TECH

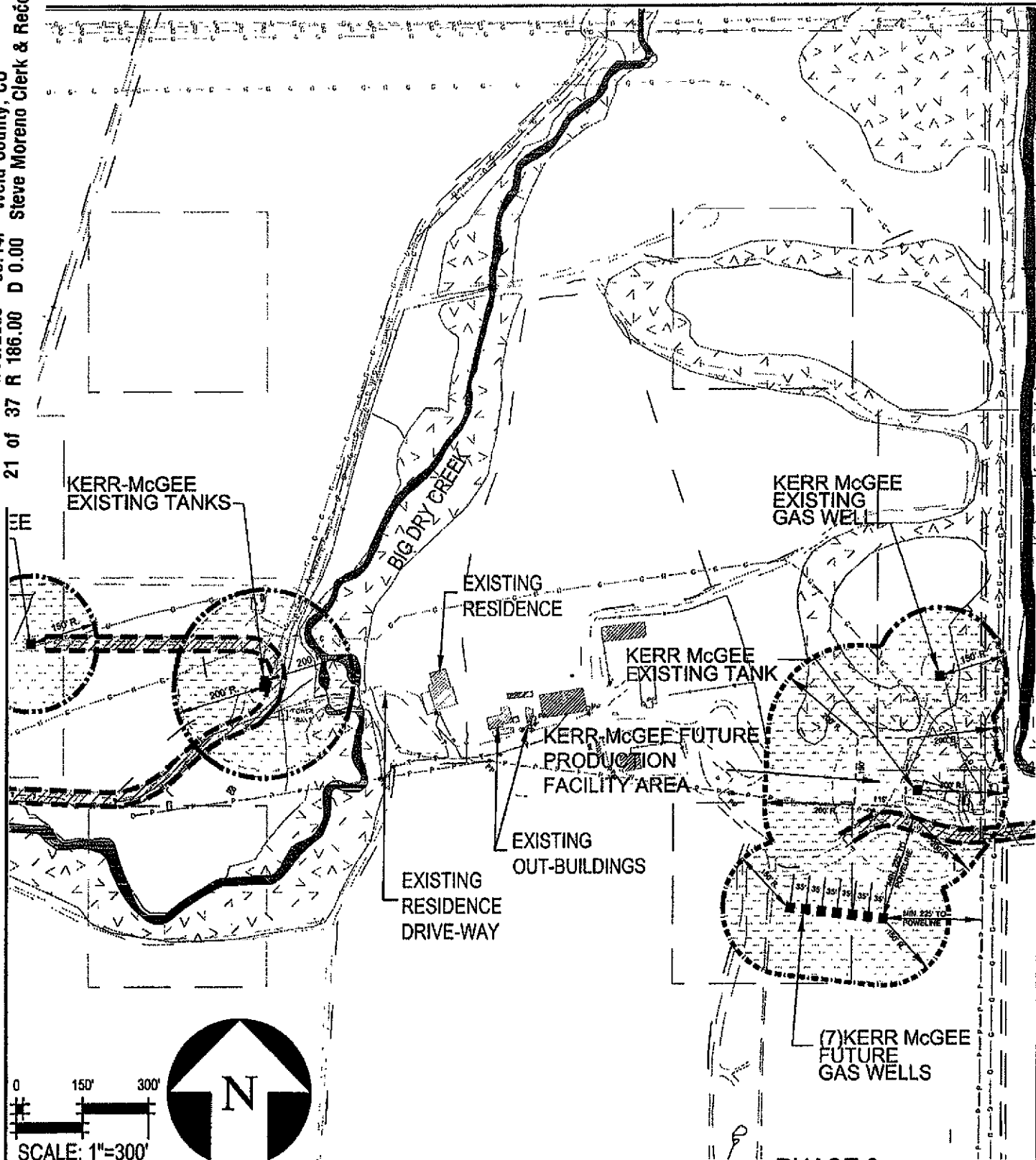
DATE: 4-28-09
 RIVERBEND OIL & GAS WELL
 OPERATIONS 80-4137.012.00

WELD COUNTY, COLORADO

1900 S. SUNSET ST.,
 SUITE 1-F
 LONGMONT, CO 80501
 MAIN: 303.772.5282
 FAX: 303.772.7038

36-40063 08/03/2009 03:14P Weld County, CO
 21 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Tuesday, April 28, 2009 4:12:59 PM DRAWING: R4137_012_OIL EXHIBIT/DWG/KERR MCGEE OIL EXHIBIT/EXHIBIT B-PHASE 2 .DWG LAYOUT: SHEET 4 USER NAME: MIKE MC



PHASE 2

**KERR-McGEE OIL & GAS WELL OPERATIONS IN
 NORTH 1/2, SECTION 13, T1N, R67W, 6TH P.M.
 WELD COUNTY, COLORADO**

LEGEND:

- WETLANDS (JURISDICTIONAL)
- TANK/GAS WELL
- 30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD
- DRILL WINDOWS
- EXISTING PETROLEUM PIPELINE
- OIL AND GAS OPERATIONS AREA

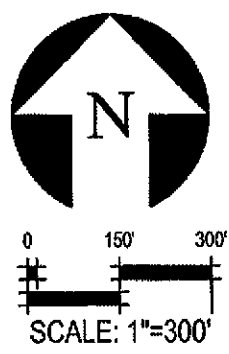
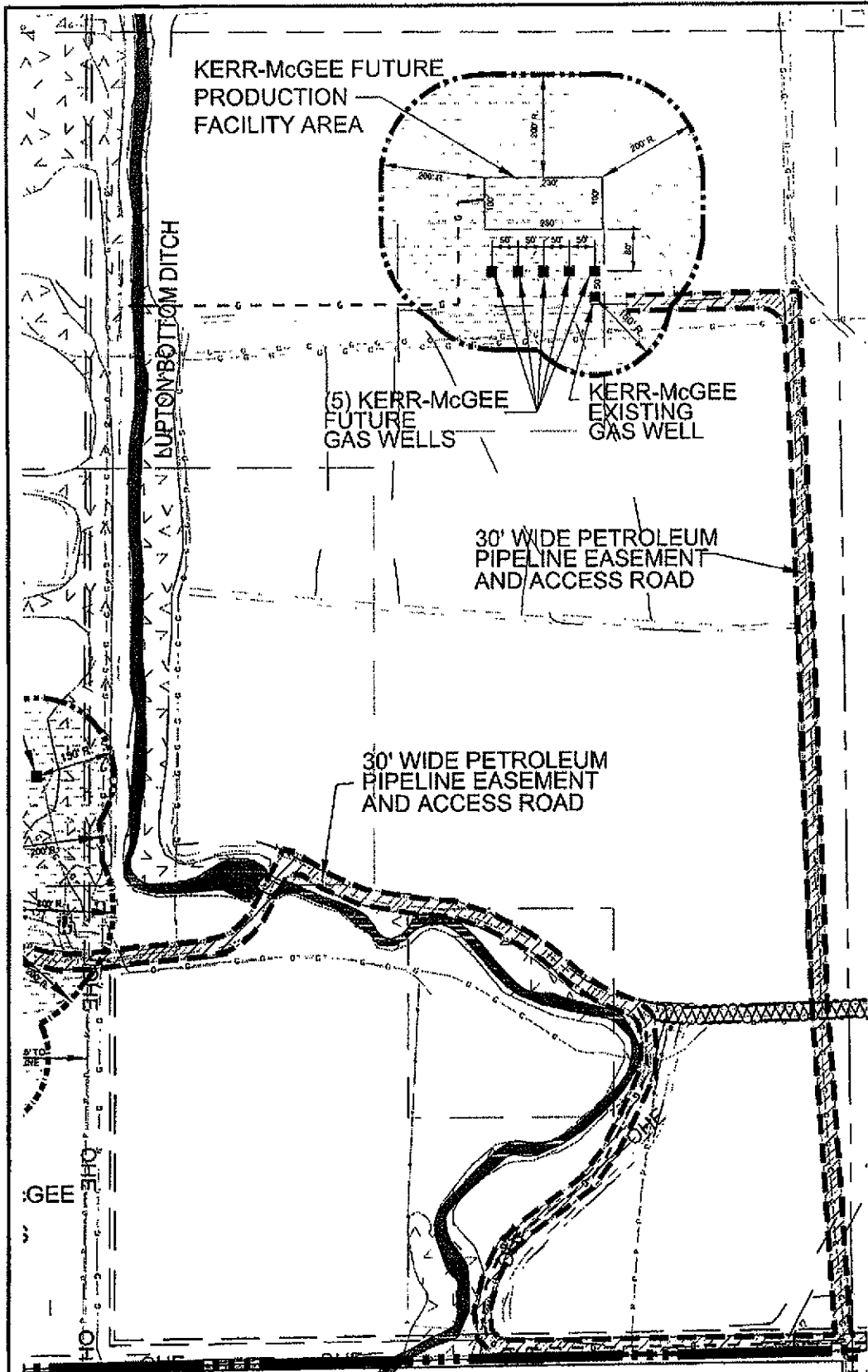


TETRA TECH

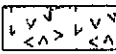
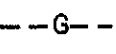



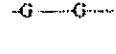

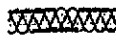
DATE: 4-28-09
 RIVERBEND OIL & GAS WELL
 OPERATIONS 80-4137.012.00

1800 S. SUNSET ST.,
 SUITE 1-F
 LONGMONT, CO 80501
 MAIN: 303.772.5282
 FAX: 303.772.7039

Tuesday, April 28, 2009 4:13:15 PM DRAWING: R14137_D12_OIL EXHIBIT/DWG/KERR.MCGEE OIL EXHIBIT/EXHIBIT B-PHASE 2 .DWG LAYOUT: SHEET 5 USER NAME: MIKE MORISON



LEGEND:

-  WETLANDS (JURISDICTIONAL)
-  PROPOSED PETROLEUM PIPELINE ROUTE
-  30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD
-  DRILL WINDOWS
-  TANK/GAS WELL
-  EXISTING PETROLEUM PIPELINE
-  OIL AND GAS OPERATIONS AREA
-  30' WIDE PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD TO BE ABANDONED

PHASE 2
KERR-McGEE OIL & GAS WELL OPERATIONS IN
NE 1/4, SECTION 13, T1N, R67W, 6TH P.M.

WELD COUNTY, COLORADO



TETRA TECH

DATE: 4-28-09
RIVERBEND OIL & GAS WELL
OPERATIONS 80-4137.012.00

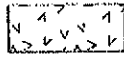
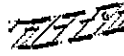
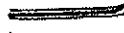


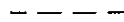
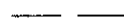



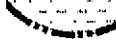

1900 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
MAIN: 303.772.5282
FAX: 303.772.7039

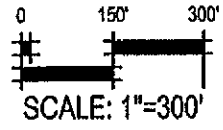
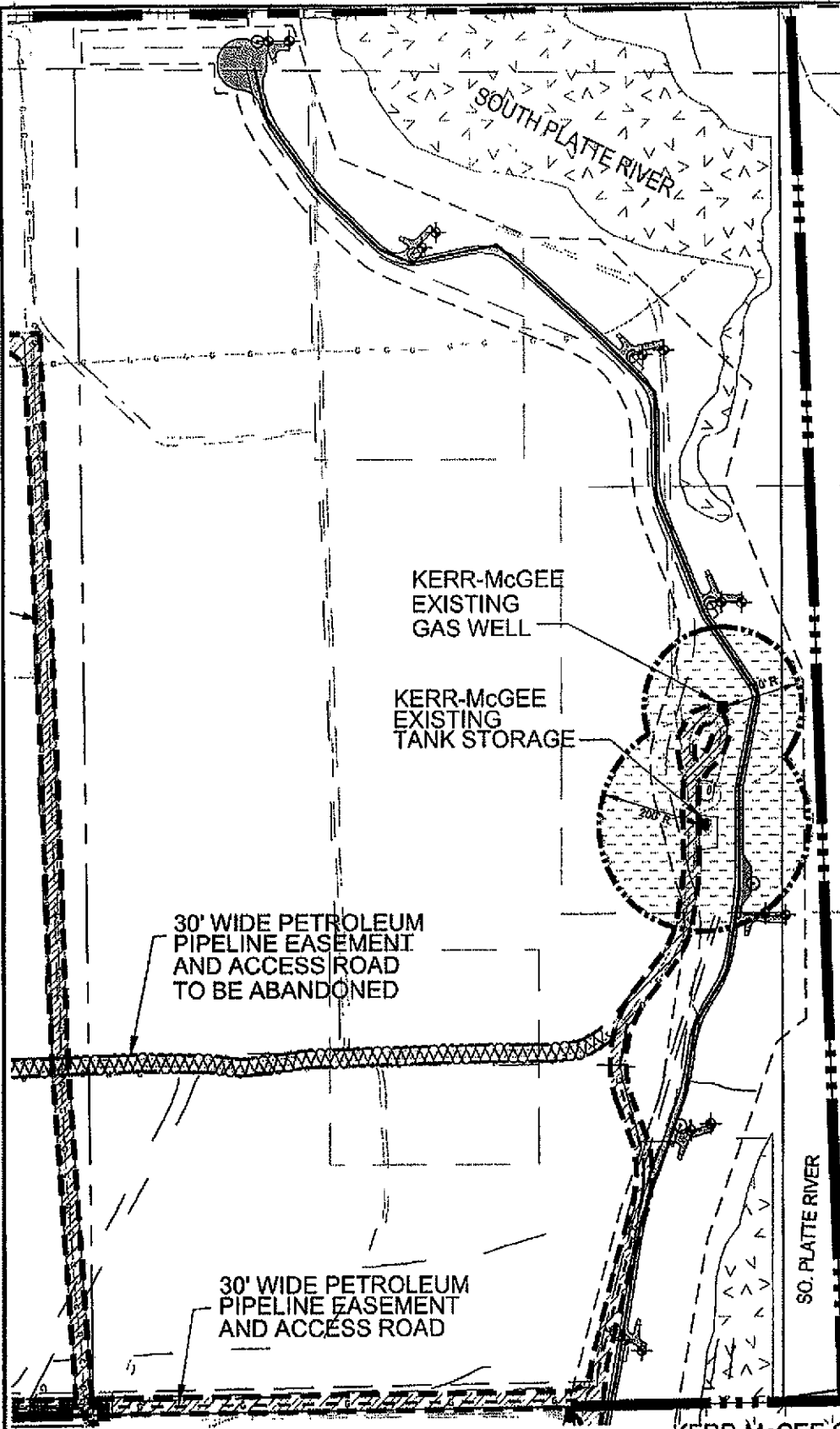


3640063 08/03/2009 03:14P Weld County, CO
22 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Tuesday, April 28, 2009 4:13:36 PM DRAWING: R:\4137_012_OIL EXHIBITS\DWG\KERR MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 2.DWG LAYOUT: SHEET 6 USER NAME: MIKE MORISON

LEGEND:

-  WETLANDS (JURISDICTIONAL)
-  30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD
-  CITY OF AURORA PIPELINE & ACCESS ROAD
-  CITY OF AURORA VERTICAL WELLS
-  CITY OF AURORA MONITORING WELLS
-  CITY OF AURORA EASEMENT
-  DRILL WINDOWS
-  TANK/GAS WELL
-  EXISTING PETROLEUM PIPELINE
-  PROPOSED PETROLEUM PIPELINE ROUTE
-  OIL AND GAS OPERATIONS AREA
-  30' WIDE PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD TO BE ABANDONED



PHASE 2

KERR-McGEE OIL & GAS WELL OPERATIONS IN NW 1/4, SECTION 18, T1N, R66W, 6TH P.M.

WELD COUNTY, COLORADO



TETRA TECH

1900 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
PHONE: 303.772.5282
FAX: 303.772.7039

DATE: 4-28-09
RIVERBEND OIL & GAS WELL
OPERATIONS 80-4137.012.00

6 OF 8

3640063 08/03/2009 03:14P Weld County, CO
23 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Tuesday, April 28, 2009 4:13:50 PM DRAWING: R:\4137_012_OIL_EXHIBITS\DWG\KERR.MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 2.DWG LAYOUT: SHEET 7 USER NAME: MIKE MORISON



3640063 08/03/2009 03:14P Weld County, CO
24 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

SEC 12

KERR-McGEE FUTURE
PRODUCTION
FACILITY AREA

(14) KERR-McGEE
FUTURE
GAS WELLS

225' MIN. FROM
OVERHEAD
ELECTRIC LINE

14 GAS WELLS



0 150' 300'
SCALE: 1"=300'

KERR-McGEE
EXISTING
GAS WELL

PHASE 2

KERR-McGEE OIL & GAS WELL OPERATIONS IN
SOUTH 1/2, SECTION 12, T1N, R67W, 6TH P.M.

WELD COUNTY, COLORADO

LEGEND:

- WETLANDS (JURISDICTIONAL)
- PROPOSED PETROLEUM PIPELINE ROUTE
- 30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD
- DIRECTIONAL DRILLING
- DRILL WINDOWS
- TANK/GAS WELL
- EXISTING PETROLEUM PIPELINE
- OIL AND GAS OPERATIONS AREA



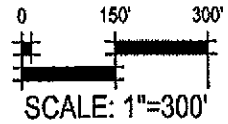
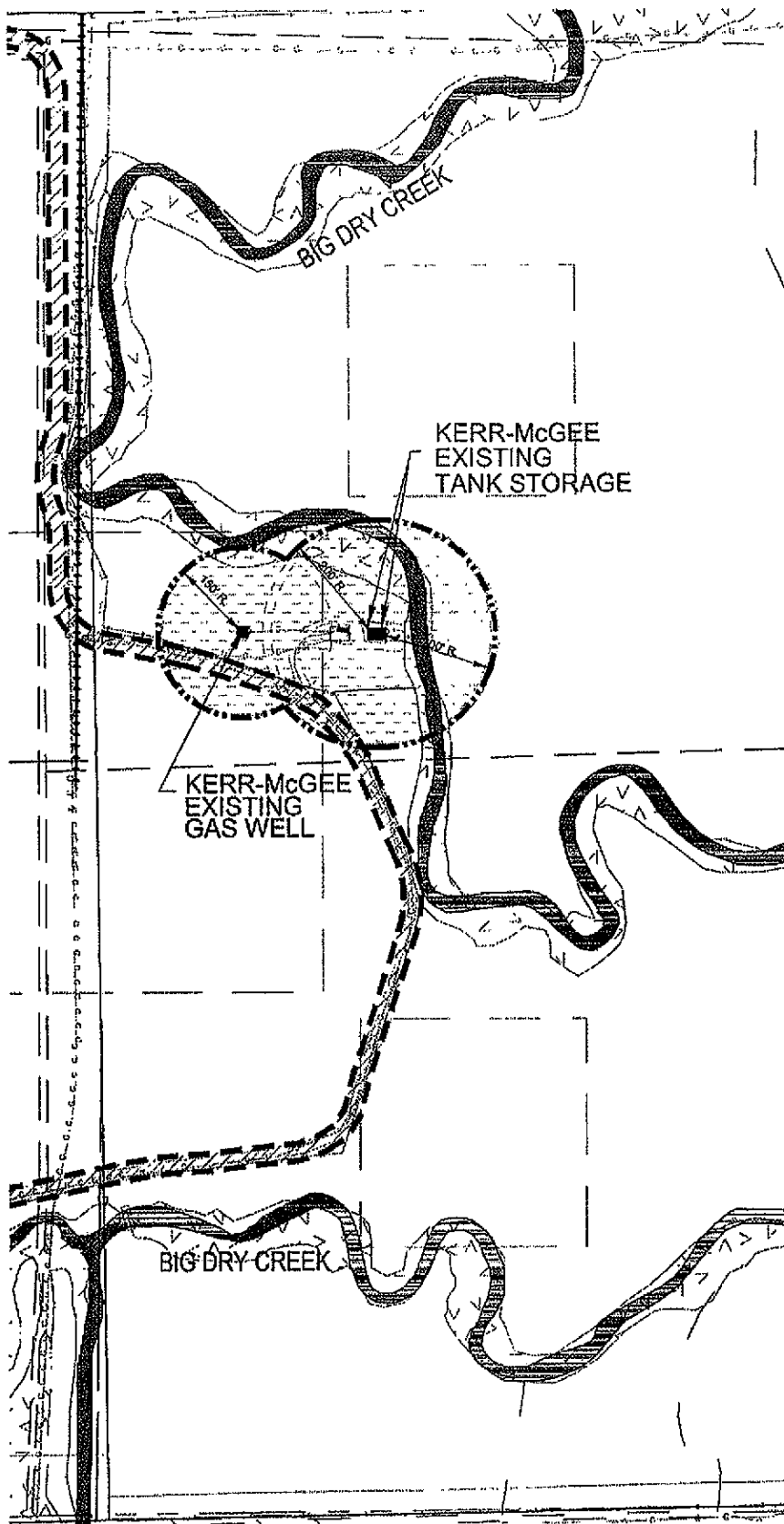
TETRA TECH

DATE: 4-28-09
RIVERBEND OIL & GAS WELL
OPERATIONS 80-4137.012.00





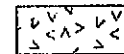
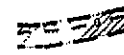
1900 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
MAIN: 303.772.5282
FAX: 303.772.7039

7 OF 8

Tuesday, April 28, 2009 4:14:05 PM DRAWING: R:\4137_012_OIL EXHIBITS\DWG\KERR MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 2 .DWG LAYOUT: SHEET 8 USER NAME: MIKE MORISON



LEGEND:

-  DRILL WINDOWS
-  TANK/GAS WELL
-  EXISTING PETROLEUM PIPELINE
-  OIL AND GAS OPERATIONS AREA
-  WETLANDS (JURISDICTIONAL)
-  30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD



3640063 08/03/2009 03:14P Weld County, CO
25 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

PHASE 2
KERR-McGEE OIL & GAS WELL OPERATIONS IN
SE 1/4, SECTION 12, T1N, R67W, 6TH P.M.

WELD COUNTY, COLORADO



TETRA TECH

DATE: 4-28-09
RIVERBEND OIL & GAS WELL
OPERATIONS 80-4137.012.00

1800 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
MAIN: 303.772.5282
FAX: 303.772.7039

8 OF 8



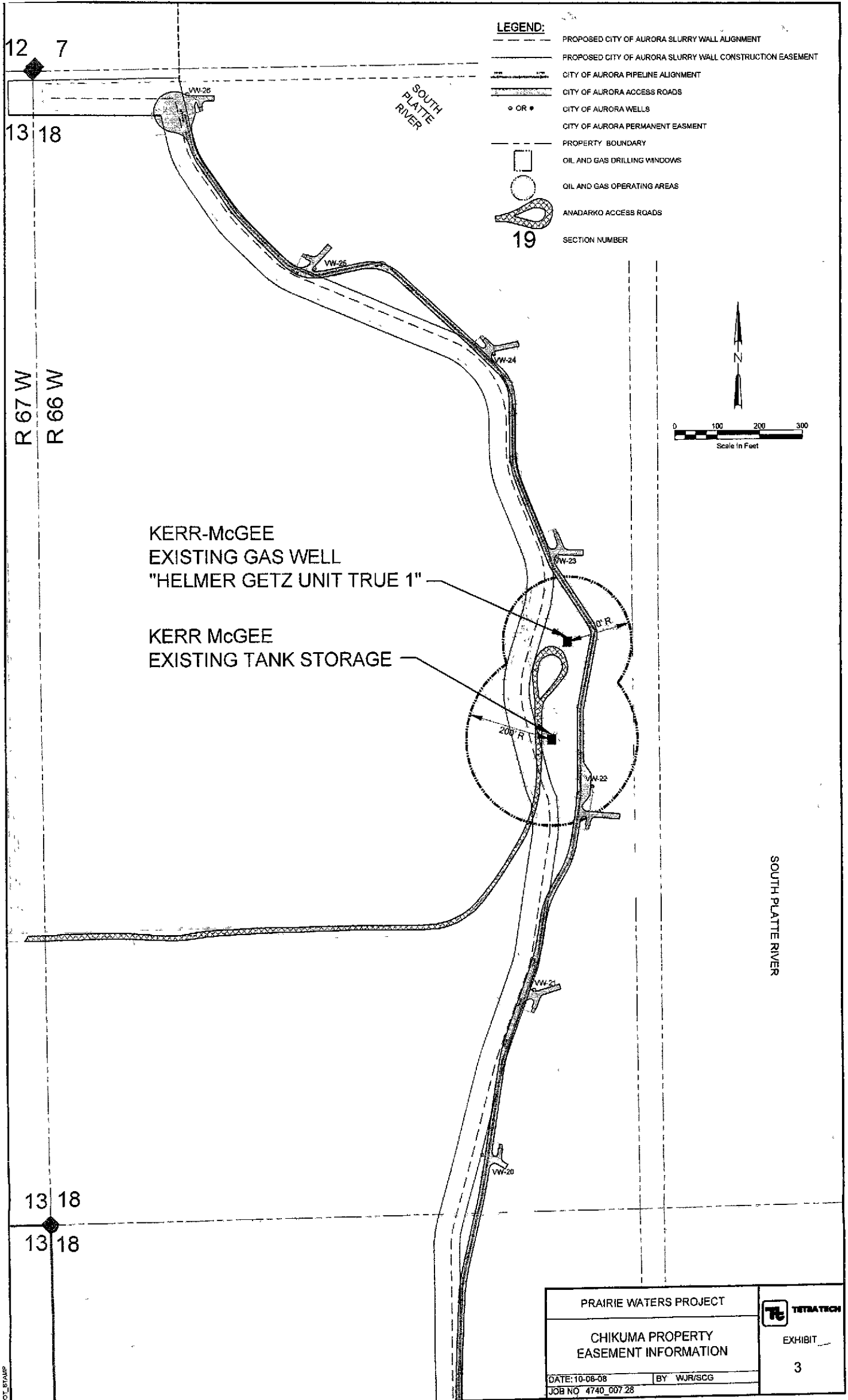
3640063 08/03/2009 03:14P Weld County, CO
26 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit C

to

**Second Amendment to Surface Use Agreement dated and effective June 22, 2009
among Kerr-McGee Oil & Gas Onshore LP; Lafarge West, Inc.; The City of Aurora;
The City of Thornton; and Chikuma Family, LLC**

See attached plat of the Prairie Waters Project for the Phase 2 Property consisting of one (1)
page.



PLOTTED BY: J. L. HARRIS, JR. DATE: 10/08/08
 PLOT STAMP

PRAIRIE WATERS PROJECT		
CHIKUMA PROPERTY EASEMENT INFORMATION		
DATE: 10-08-08	BY: WJR/SCG	EXHIBIT
JOB NO: 4740_007.28		3



3640063 08/03/2009 03:14P Weld County, CO
28 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

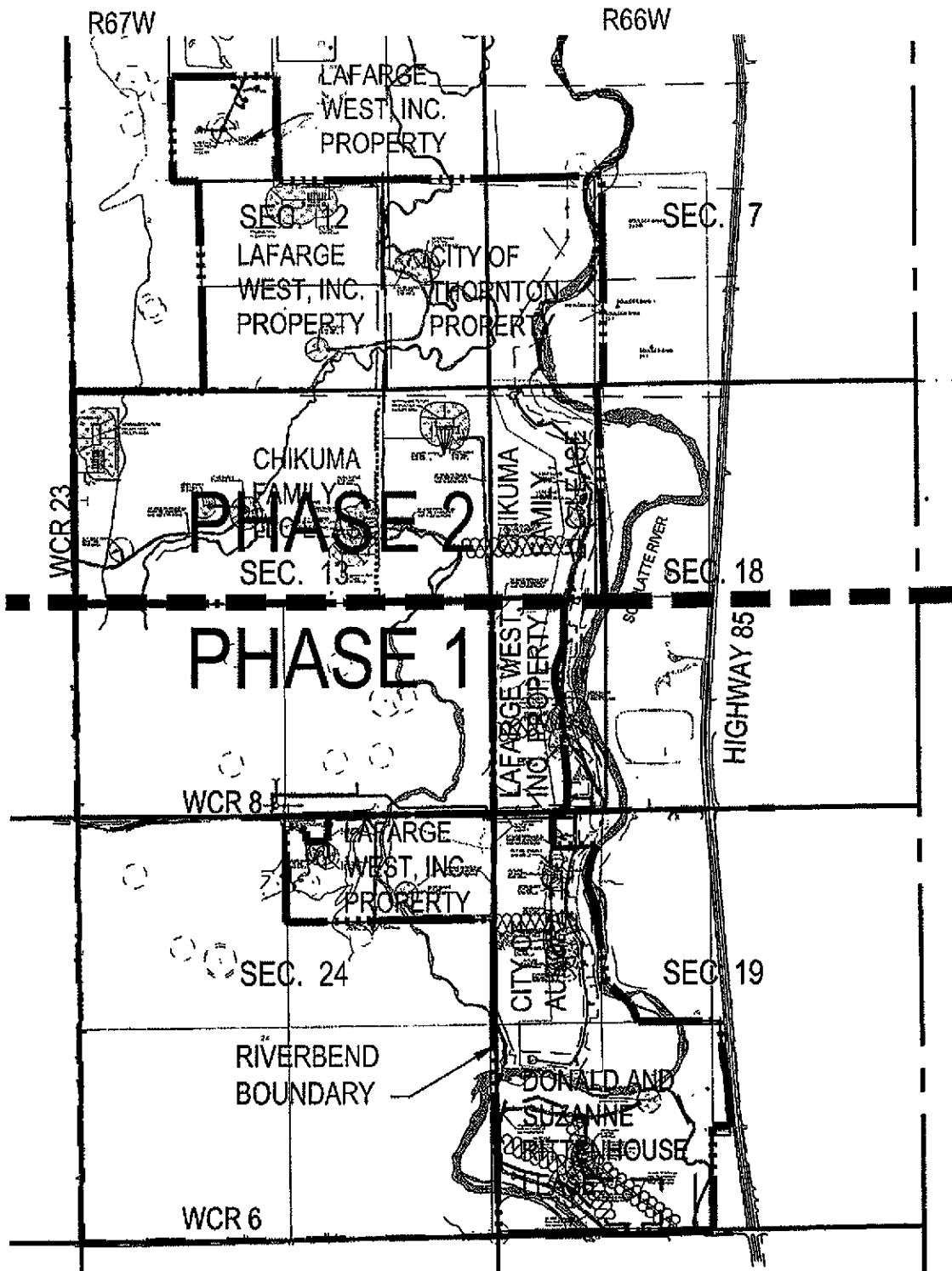
Exhibit D

to

**Second Amendment to Surface Use Agreement dated and effective June 22, 2009
among Kerr-McGee Oil & Gas Onshore LP; Lafarge West, Inc.; The City of Aurora;
The City of Thornton; and Chikuma Family, LLC**

See attached amendments to the Phase 1 Property consisting of seven (7) pages.

Tuesday, April 28, 2009 4:05:22 PM DRAWING: R:\4137_DT2_OIL_EXHIBITS\DWG\KERR_MCGEE_OIL_EXHIBIT\EXHIBIT B-PHASE 1.DWG LAYOUT: SHEET 1 USER NAME: MIKE MORISON



T1N



3640063 08/03/2009 03:14P Weld County, CO
29 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

North



0 1000' 2000'
SCALE: 1"=2000'

EXHIBIT D

PARCEL OWNERSHIP/LEASE MAP

PHASE 1 KERR-McGEE OIL & GAS WELL OPERATIONS

SECTION 24, T1N, R67W, AND
SECTIONS 18 AND 19, T1N, R66W,
6TH P.M., WELD COUNTY, COLORADO

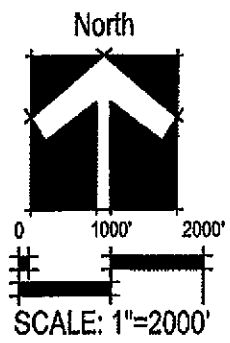
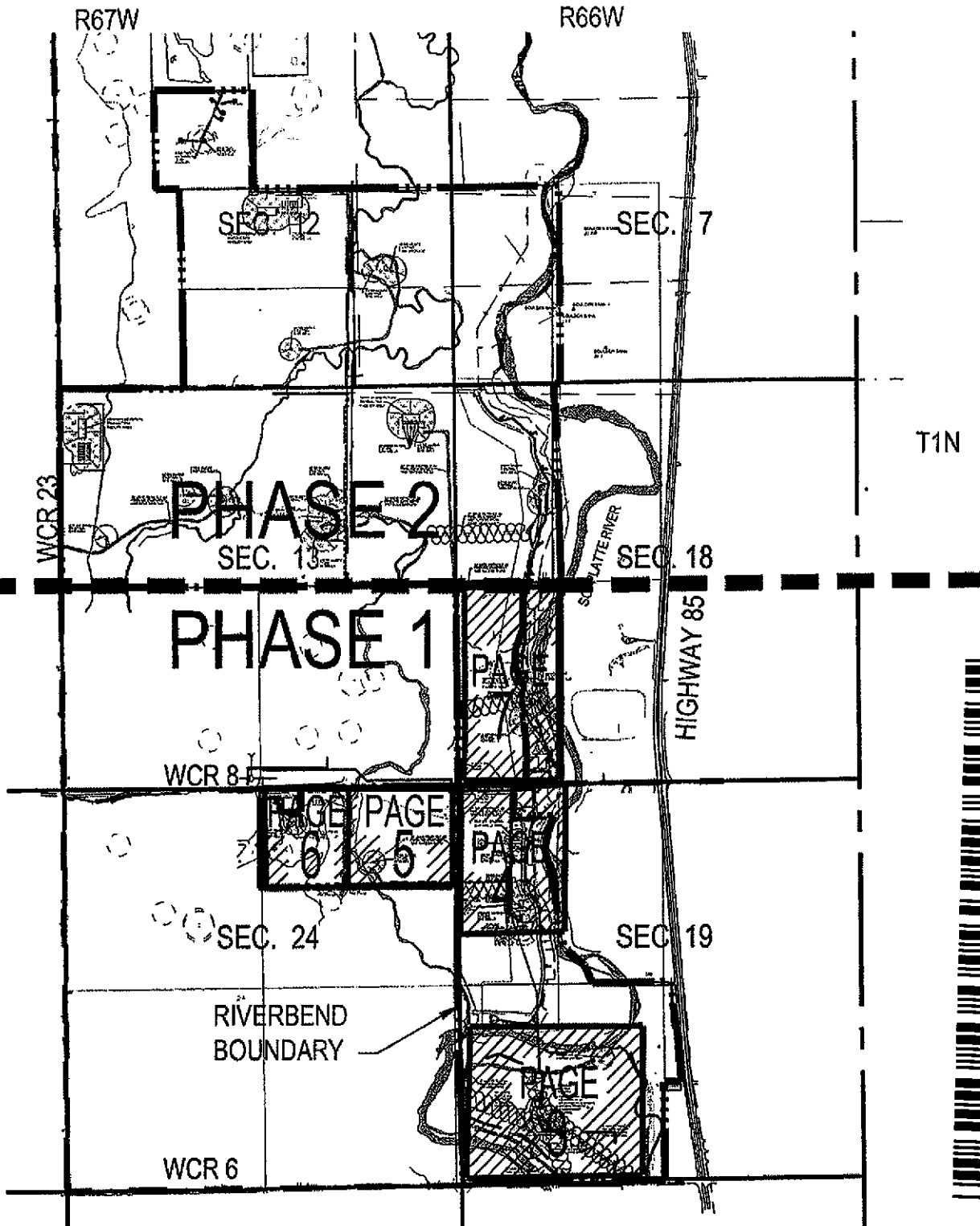


TETRA TECH

1900 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
MAIN: 303.772.5282
FAX: 303.772.7039

DATE: 4-28-09
RIVERBEND OIL & GAS WELL OPERATIONS **1 OF 7**
80-4137.012.00

Tuesday, April 28, 2009 4:05:36 PM DRAWING: R:\4137_012_OIL_EXHIBIT\DWG\KERR MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 1 .DWG LAYOUT: SHEET 2 INDEX USER NAME: MIKE MORISON



KEY MAP

PHASE 1
KERR-McGEE OIL & GAS WELL OPERATIONS
SECTION 24, T1N, R67W, AND
SECTIONS 18 AND 19, T1N, R66W,
6TH P.M., WELD COUNTY, COLORADO



DATE: 4-28-09
RIVERBEND OIL & GAS WELL OPERATIONS
80-4137.012.00

1900 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
MAIN: 303.772.5282
FAX: 303.772.7039

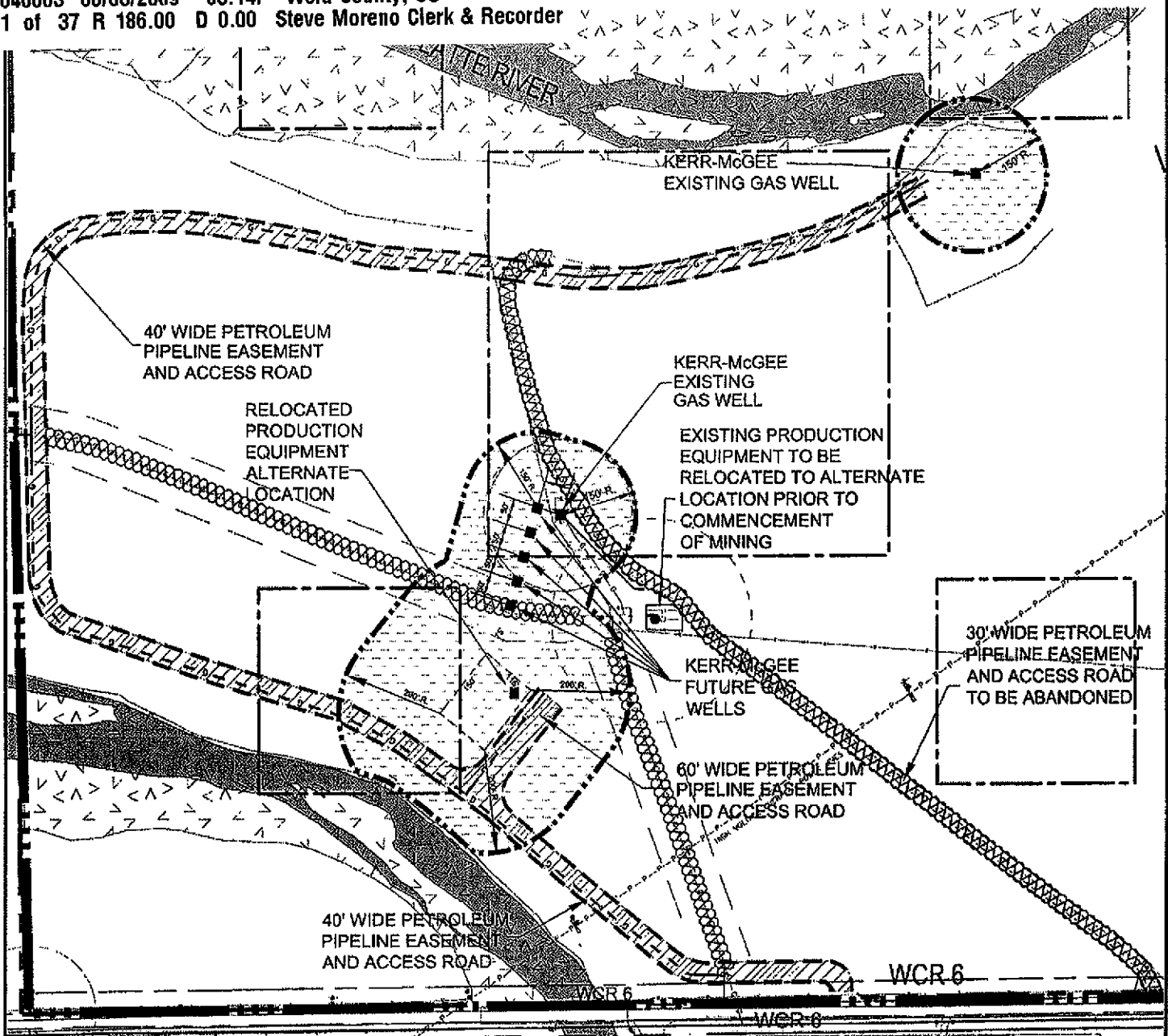


3640063 08/03/2009 03:14P Weld County, CO
30 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

2 OF 7

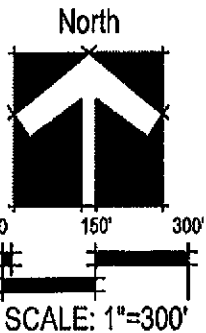


Tuesday, April 28, 2009 4:06:13 PM DRAWING: R14137_012_OIL_EXHIBITSDWGKERR.MCGEE OIL_EXHIBITB B-PHASE 1.DWG LAYOUT: SHEET 3 USER NAME: MIKE MORISON



LEGEND:

- WETLANDS (JURISDICTIONAL)
- EXISTING PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD TO BE ABANDONED
- PROPOSED PETROLEUM PIPELINE ROUTE
- PETROLEUM PIPELINE TO BE ABANDONED
- 40' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD (OR AS SHOWN)
- DRILL WINDOWS
- TANK/GAS WELL
- EXISTING PETROLEUM PIPELINE
- OIL AND GAS OPERATIONS AREA



PHASE 1

**KERR-McGEE OIL & GAS WELL OPERATIONS IN
 SW 1/4, SECTION 19, T1N, R66W, 6TH P.M.
 WELD COUNTY, COLORADO**



TETRA TECH

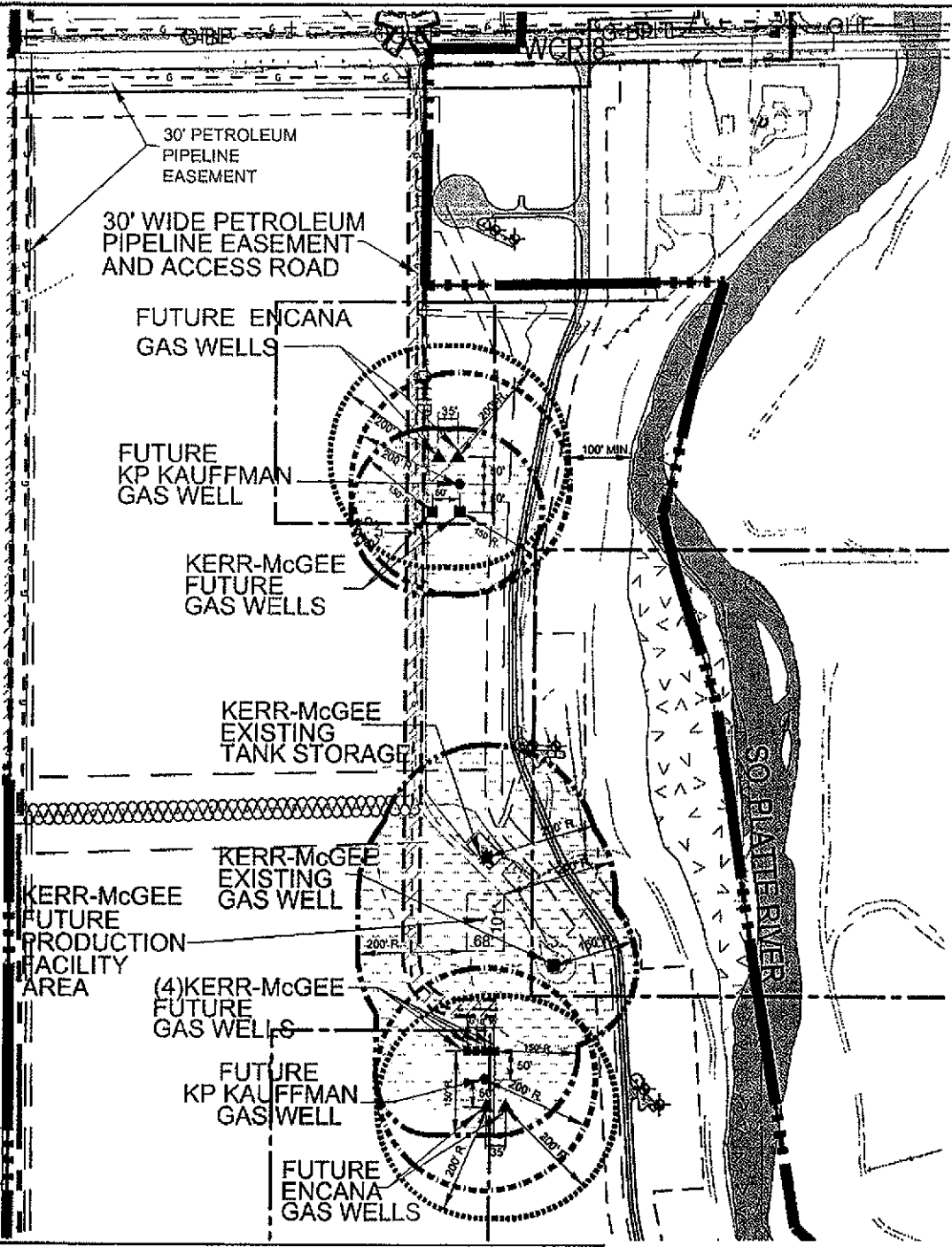
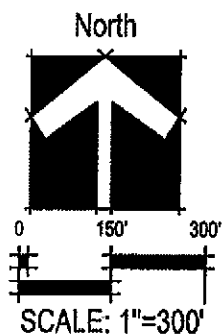
DATE: 4-28-09
 RIVERBEND OIL & GAS WELL OPERATIONS
 80-4137.012.00

1900 S. SUNSET ST.,
 SUITE 1-F
 LONGMONT, CO 80501
 MAIN: 303.772.5282
 FAX: 303.772.7039

Tuesday, April 28, 2009 4:07:04 PM DRAWING: R:\4137_012_OIL EXHIBIT\DWG\KERR MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 1 .DWG LAYOUT: SHEET 4 USER NAME: MIKE MORRISON



3640063 08/03/2009 03:14P Weld County, CO
32 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder



LEGEND:

- | | | | |
|--|---|--|---|
| | CITY OF AURORA PIPELINE & ACCESS ROAD | | DRILL WINDOW |
| | CITY OF AURORA VERTICAL WELLS | | PETROLEUM PIPELINE RELOCATION ROUTE |
| | CITY OF AURORA MONITORING WELLS | | KP KAUFFMAN OIL AND GAS OPERATIONS AREA |
| | CITY OF AURORA EASEMENT | | ENCAENA WELL |
| | 30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD | | ENCAENA OIL AND GAS OPERATIONS AREA |
| | PETROLEUM PIPELINE TO BE ABANDONED | | WETLANDS (JURISDICTIONAL) |
| | TANK/GAS WELL | | |
| | EXISTING PETROLEUM PIPELINES | | |
| | KERR-McGEE OIL AND GAS OPERATIONS AREA | | |

PHASE 1
KERR-McGEE OIL & GAS WELL
OPERATIONS IN NW 1/4, SECTION
19, T1N, R66W, 6TH P.M.
WELD COUNTY, COLORADO



DATE: 4-28-09
RIVERBEND OIL & GAS WELL OPERATIONS **4 OF 7**
80-4137.012.00

1900 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
MAIN: 303.772.5282
FAX: 303.772.7039

Tuesday, April 28, 2009 4:07:46 PM DRAWING: R:\4137_012_OIL_EXHIBIT\DWG\KERR_MCGEE_OIL_EXHIBIT\EXHIBIT B\PHASE 1_DWG_LAYOUT.SHEET 6 USER NAME: MIKE MORISON

WCR 8

30' WIDE PETROLEUM PIPELINE EASEMENT

30' WIDE PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD



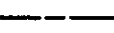

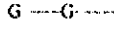



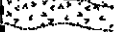
KERR-McGEE FUTURE GAS WELLS

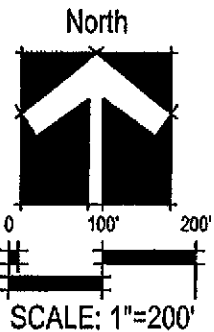
K.P. KAUFFMAN EXISTING GAS WELL

WOLF CREEK

KERR-McGEE EXISTING TANK STORAGE

LEGEND:

-  EXISTING KP KAUFFMAN GAS WELL
-  KERR-McGEE OIL AND GAS OPERATIONS AREA
-  DRILL WINDOWS
-  FUTURE KERR-McGEE GAS WELL
-  EXISTING PETROLEUM PIPELINE
-  30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD
-  KP KAUFFMAN OIL AND GAS OPERATIONS AREA
-  PETROLEUM PIPELINE ROUTE
-  WETLANDS (JURISDICTIONAL)



PHASE 1

KERR-McGEE OIL & GAS WELL OPERATIONS IN NE 1/4, SECTION 24, T1N, R67W, 6TH P.M.

WELD COUNTY, COLORADO



TETRA TECH

DATE: 4-28-09
RIVERBEND OIL & GAS WELL OPERATIONS
80-4137.012.00

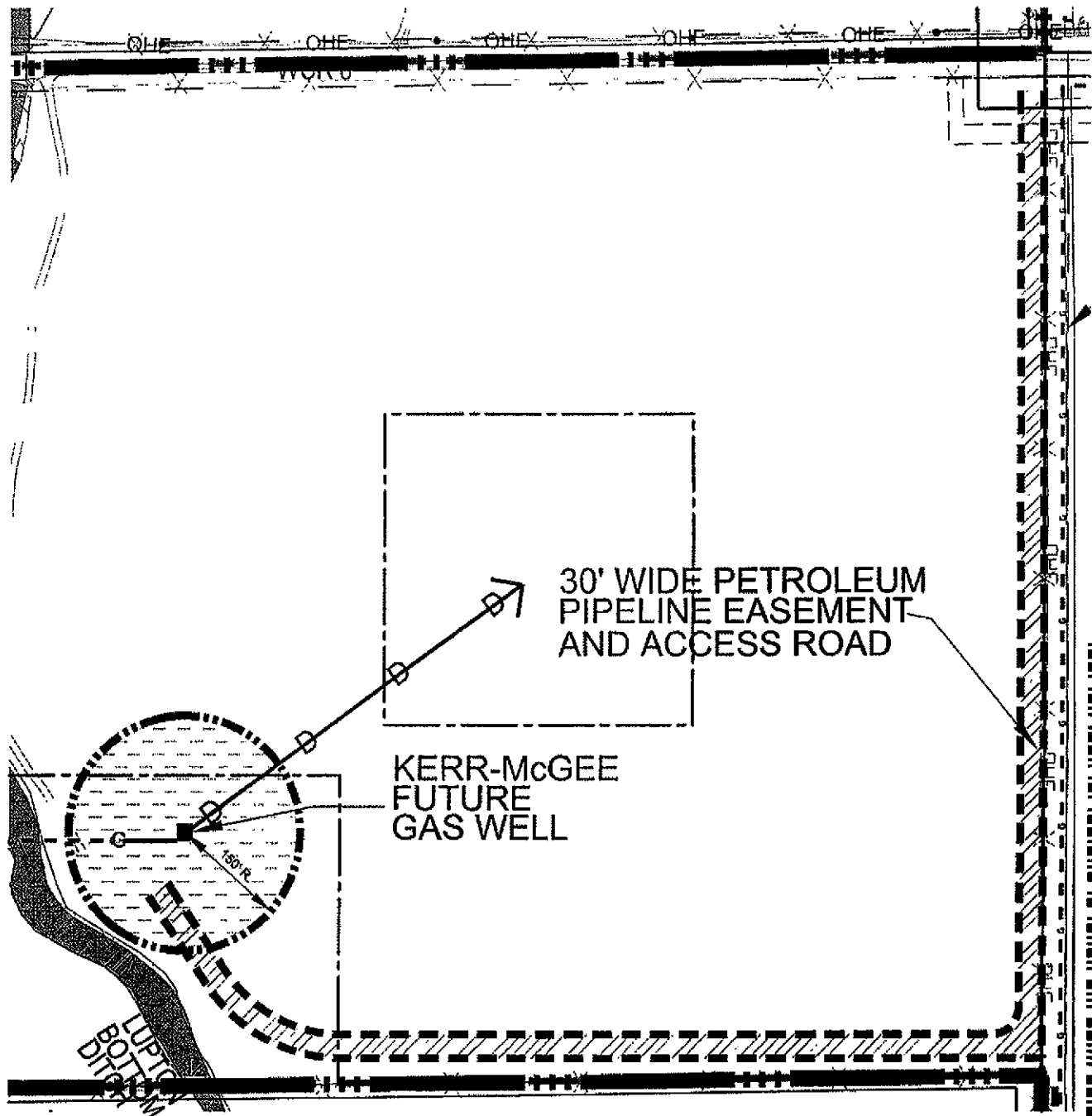
1900 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
MAIN: 303.772.5282
FAX: 303.772.7039

6 OF 7



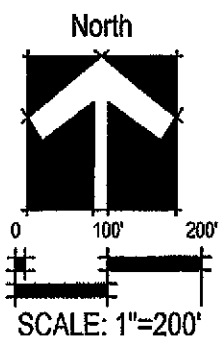
3640063 08/03/2009 03:14P Weld County, CO
34 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Tuesday, April 28, 2009 4:07:22 PM DRAWING: R:\4137_012_OIL_EXHIBITS\DWG\KERR MCGEE OIL EXHIBIT\EXHIBIT B-PHASE 1 DWG LAYOUT: SHEET 5 USER NAME: MIKE MORISON



LEGEND:

- PETROLEUM PIPELINE ROUTE
- DIRECTIONAL DRILL
- 30' PETROLEUM PIPELINE EASEMENT AND ACCESS ROAD
- DRILL WINDOWS
- TANK/GAS WELL
- OIL AND GAS OPERATIONS AREA



PHASE 1
KERR-McGEE OIL & GAS WELL OPERATIONS IN
NE 1/4, SECTION 24, T1N, R67W, 6TH P.M.
WELD COUNTY, COLORADO



1900 S. SUNSET ST.,
 SUITE 1-F
 LONGMONT, CO 80501
 MAIN: 303.772.5282
 FAX: 303.772.7039

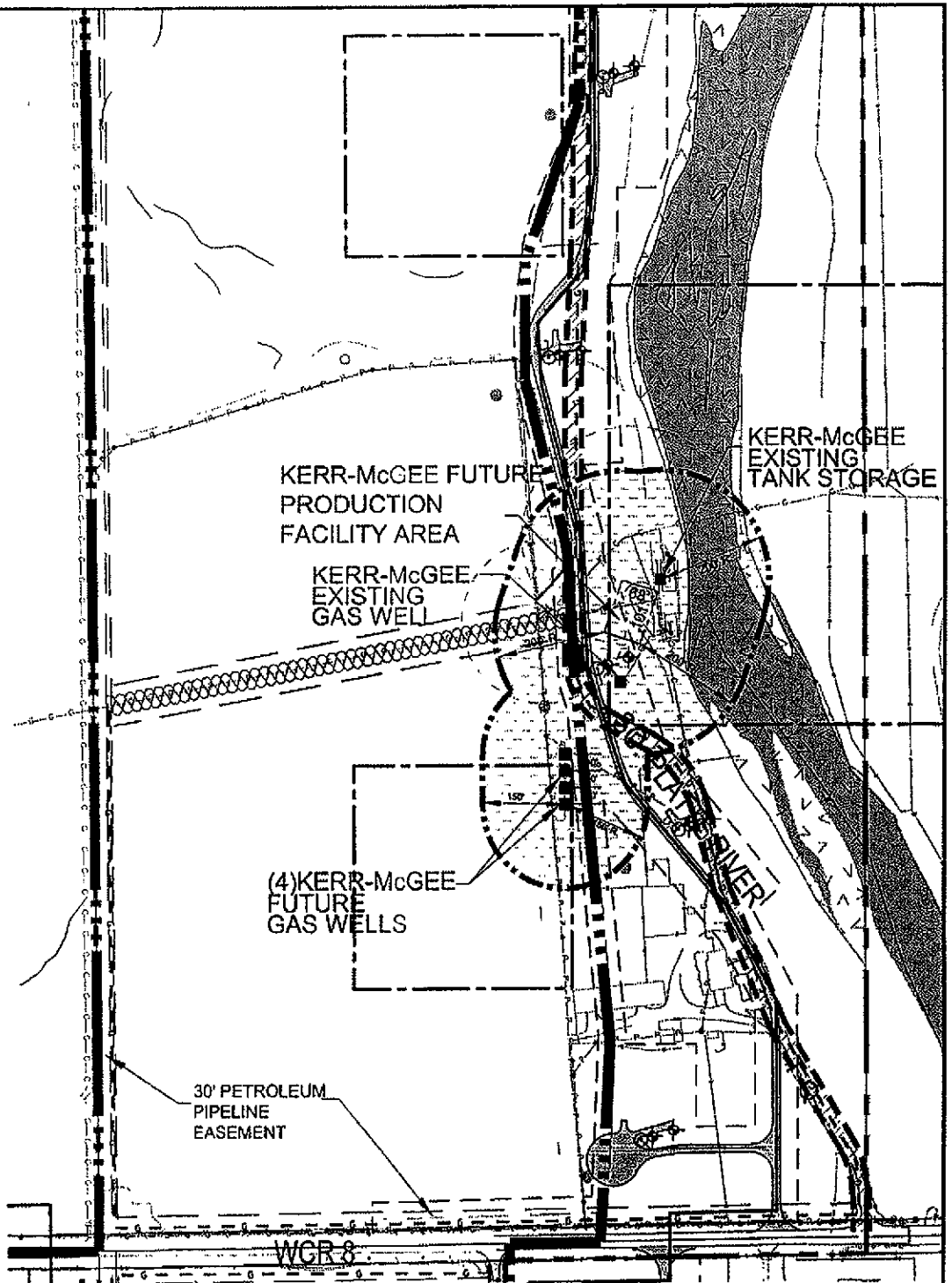
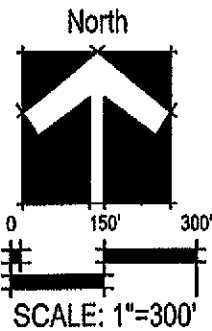
DATE: 4-28-09
 RIVERBEND OIL & GAS WELL OPERATIONS **5 OF 7**
 80-4137.012.00

3640063 08/03/2009 03:14P Weld County, CO
 33 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder

Tuesday, April 26, 2009 4:06:38 PM DRAWING: R:4137_012_OIL_EXHIBITSDWGKERR.MCGEE OIL EXHIBITEXHIBIT B-PHASE 1.DWG LAYOUT: SHEET 7 USER NAME: MIKE MORRISON



3640063 08/03/2009 03:14P Weld County, CO
35 of 37 R 186.00 D 0.00 Steve Moreno Clerk & Recorder



LEGEND:

- | | | | |
|--|--|--|-------------------------------------|
| | CITY OF AURORA PIPELINE & ACCESS ROAD | | EXISTING PETROLEUM PIPELINE |
| | CITY OF AURORA VERTICAL WELLS | | DRILL WINDOWS |
| | CITY OF AURORA MONITORING WELLS | | PETROLEUM PIPELINE RELOCATION ROUTE |
| | CITY OF AURORA EASEMENT | | |
| | 30' PETROLEUM PIPELINE EASEMENT | | |
| | PETROLEUM PIPELINE TO BE ABANDONED | | |
| | TANK/GAS WELL | | |
| | KERR-McGEE OIL AND GAS OPERATIONS AREA | | |
| | WETLANDS (JURISDICTIONAL) | | |

PHASE 1
KERR-McGEE OIL & GAS WELL OPERATIONS IN
SW 1/4, SECTION 18, T1N, R66W, 6TH P.M.

WELD COUNTY, COLORADO



TETRA TECH

DATE: 4-28-09

RIVERBEND OIL & GAS WELL OPERATIONS

80-4137.012.00

1900 S. SUNSET ST.,
SUITE 1-F
LONGMONT, CO 80501
MAIN: 303.772.5282
FAX: 303.772.7039

7 OF 7



Exhibit E

**to Second Amendment to Surface Use Agreement dated and effective June 22, 2009
among Kerr-McGee Oil & Gas Onshore LP, Lafarge West, Inc., the City of Aurora, the City
of Thornton and Chikuma Family, LLC**

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant) is made this ___ day of _____, 200___, from _____, whose address is _____ ("Grantor" whether one or more), to KERR-MCGEE GATHERING LLC, a Colorado limited liability company, whose address is 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, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at KMGG's election, ___ pipeline(s) and all appurtenances, below or above ground, convenient for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons and any other substances, whether 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 X NORTH, RANGE Y WEST, 6TH PM

Section Z : Part of the /

The specific 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 parties have agreed that the width of the Right-of-Way Lands is fifty feet (50') during construction, and subsequent to construction the width of the Right-of-Way Lands will be thirty feet (30').

After the initial construction of the pipeline(s) KMGG may require, from time to time, temporary additional work space parallel and adjacent to the Right-of-Way Lands 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 all appurtenances. Grantor agrees to negotiate in good faith with KMGG to allow KMGG the use of this temporary additional work space.

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 has full right, power and authority to enter into this Grant.

The pipe constructed hereunder shall be placed at a depth of not less than 36 inches below the surface of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without KMGG's prior written permission. KMGG shall repair and/or restore any fence on or adjacent to the Right-of-Way Lands 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 the removal 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.

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

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

KMGG shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the right of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes necessary and incidental to exercising KMGG's rights hereunder.



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 Lands, subject to the rights herein granted.

This Grant cannot be modified, except by an instrument in writing signed by Grantor and 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 in the records of the County in which the Right-of-Way Lands are located. By recording this Right-of-Way Grant, KMGG shall be deemed to have accepted all of the terms and conditions hereof.

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

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

Grantor:

Grantor's Name, company name

By: _____

Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____,
by _____, as _____, on behalf of _____.

Witness my hand and official Seal.

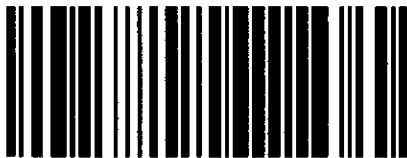
My Commission Expires: _____

Notary Public

(SEAL)



Land > Lease > Lease



1114207

Sender Name: Melissa Hencmann
 Date Created: 09/16/2009
 Barcode Expires: **10/16/2009**
 Department: Land Record
 Security: Non-Privileged
 BLACK AND WHITE DOCUMENT

Attribute	Value
Description	Second Amendment to Surface Use Agreement (Recorded)
Document Date	06/22/2009
Lease Document Type	Lease Amendment
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-S00015603
Lessor Name	LAFARGE WEST INC (RIVERBEND)
Prospect Name	WATTENBERG FIELD (KMG)/0042100026
State County	COLORADO:WELD(123)



[Create a new submittal sheet](#)

Create another submittal based on this one:

[Same Classification](#) | [Different Classification](#)