

AMENDED AND RESTATED SURFACE USE AND DAMAGE AGREEMENT

This Amended and Restated Surface Use and Damage Agreement ("Agreement") is made and entered into this 22nd day of December, 2015, among **Davene King Schuh** as the owner of the surface of the lands described hereafter whose address is 8725 E. Via Del Arbor Drive, Scottsdale, AZ 85258 (hereinafter referred to as "Owner"), and **Burlington Resources Oil & Gas Company LP**, a Delaware limited partnership, whose address is Attention: Manager, Real Property Administration, P. O. Box 7500, Bartlesville, OK 74004-7500 (hereinafter referred to as "Operator").

WITNESSETH:

WHEREAS, Owner owns the surface and certain portions of the mineral estate underlying the lands described on Exhibit A attached hereto (the "Lands"); and

WHEREAS, Operator holds one or more valid oil and gas leases from Owner ("Owner OGL") underlying all or portions of the Lands; and

WHEREAS, Owner has engaged in certain pre-development activities upon the Lands to enhance their value for future residential and commercial development by third parties, but desires to maintain the agricultural uses upon the Lands pending such future development; and

WHEREAS, Owner entered into a Surface Use and Damage Agreement, effective June 16, 2011, with Anadarko E&P Company LP for the purposes of drilling, completing, and operating one or more oil and gas wells on the Lands consistent with current agricultural use and expected future development (the "Original Agreement"), a Memorandum of which is recorded in the office of the Adams County Clerk and Recorder at Reception No. 2011000064005 ("Memorandum"); and

WHEREAS, pursuant to an Assignment and Bill of Sale, dated as of December 1, 2012, Anadarko E&P Company LP assigned the Original Agreement to COP BROG I LLC ("COP"); and

WHEREAS, COP assigned all of its interests to Operator by virtue of a transfer by Certificate of Merger, dated June 14, 2013, a copy of which is recorded in the office of State of Delaware, Secretary of State, Division of Corporations at Reception Number 0914124, and for which an Affidavit of Merger, dated July 1, 2014, is recorded in the office of the Adams County Clerk and Recorder at Reception Number 2013000058726; and

WHEREAS, Owner and Operator desire to amend and restate the terms of the Original Agreement and to supersede and replace the Memorandum in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowl-

edged, the parties hereby declare that the Lands are subject to the following covenants, restrictions, and conditions, all of which are covenants running with the land for the purpose of allowing oil and gas exploration and development activities by Operator, which are binding on successors and assigns, and do hereby agree as follows:

1. Definitions.

(a) “Act” means the Colorado Oil and Gas Conservation Act, CRS §34-60-101, *et seq.*

(b) “Allowable Well(s)” will mean any well with a surface location within an OGOA that meets each of the following requirements: (i) the well, if completed as a producing well, will be completed and produce solely from lands covered by an Owner OGL and any lands pooled therewith in accordance with the terms of the Owner OGL or the Act and the rules promulgated pursuant thereto; (ii) Operator owns a working or operating interest in the well at the time the well is drilled and completed and (iii) the well otherwise complies with the terms of this Agreement.

(c) “Applicable Agency” means the Commission and such other federal or State of Colorado administrative agencies having jurisdiction over Operator’s operations on the Lands (for clarity, in certain circumstances one or more federal or State of Colorado agencies may have concurrent jurisdiction over the operations of the parties).

(d) “Applicable Agreements” means this Agreement, the Owner OGLs, and all easements, restrictions, covenants and similar encumbrances of record burdening Owner’s title to the Lands.

(e) “Applicable Laws” means all laws (including statutory and common law), rules, ordinances, regulations, codes or similar enactments by any federal, state, county, municipal or quasi-governmental entity with jurisdiction over the Lands or any portion thereof, as they may hereafter be enacted, issued or amended, including the rules of the Commission, ordinances of the City and the rules and regulations of the Applicable Agencies.

(f) “City” means the City of Aurora, Colorado.

(g) “Commission” means the Oil and Gas Conservation Commission of the State of Colorado.

(h) “Directional Survey(ing)” means a well survey that measures the degree of departure of the wellbore from the vertical and the direction and distance of departure.

(i) “Gross Negligence” means any act or failure to act (whether sole, joint, or concurrent) by a person which was either intended to cause harmful consequences, or which was in reckless disregard of or wanton indifference to, harmful consequences; and such person knew, or should have known, that such act or failure to act would have harmful consequences on the safety or property of another person.

(j) "OGOA" or "Oil and Gas Operations Area" means those portions of the Lands utilized by Operator as the location for wells and associated surface and subsurface equipment, production facilities, flow lines, third party easements and activities related thereto, as identified and further defined pursuant to this Agreement.

(k) "Reclamation Area" means a portion of an OGOA that will be reclaimed by Operator after all potential Allowable Wells upon such OGOA have been drilled, completed and put into production operations. The Reclamation Area will be identified prior to the time of reclamation, and Operator will provide Owner a map of the area that has been reclaimed after reclamation has been completed. The parties shall make the Reclamation Area map an exhibit to this Agreement by executing an amendment to such effect.

(l) "ROW" or "Right of Way" means those portions of the Lands outside of an OGOA that are within the existing or future designated or proposed Right of Way for public roads.

(m) "Third Party" or "Third Parties" mean any party other than the Operator or its parent ConocoPhillips Company or the Owner. Wholly owned subsidiaries of Operator are considered Third Parties.

2. Identification and Use of OGOAs and ROW.

(a) Right of Use. Owner hereby grants to Operator (which rights may be exercised by Operator through its agents, employees, drilling contractors, and related service companies), subject to the terms of this Agreement: (i) the exclusive right (except for 2 (f)) to enter upon and use the OGOAs solely for the purpose of drilling, completing, and producing one or more Allowable Wells on the OGOAs as are approved by the Commission, and (ii) a non-exclusive right to enter upon and use the ROW for the sole and limited purpose of ingress and egress to and from the OGOAs and for constructing and maintaining roads, electric utility lines, and production gathering lines solely for handling production from an Owner OGL (or lands pooled therewith pursuant to the terms of the Owner OGL or the Act). The OGOAs and ROW may not be used in connection with operations on premises other than the Lands (or lands pooled therewith pursuant to the terms of the Owner OGL or the Act) without Owner's written consent. If a Third Party requests to use a portion of the OGOA for use of an above-ground appurtenance and/or pipeline easement, the Operator has the right to grant permission to use the OGOA for this use; however, a separate agreement between Operator and Third Party will be required to authorize this use, and further provided that Third Party will be required to secure its own easement from Owner. This Agreement does not cover any water rights that Owner may now or hereafter own in or that are used on the Lands or any water or water rights that are provided by the City to Owner.

(b) Identification of OGOAs and ROW. Owner and Operator have consulted regarding the selection of OGOAs and have agreed as follows:

(i) The OGOAs will be located on sites that, in the reasonable business judgment of Operator, are technically and economically feasible for the production of oil and gas from the Lands and lands pooled therewith pursuant to the Owner OGL or the Act, taking into account the other selection factors stated in this Section.

(ii) The maximum number of OGOAs permitted on the Lands are outlined in Table 1 below (recognizing that Operator may have additional oil and gas operations areas in such sections, but not on the Lands):

Table 1

Portion of the Lands located in:		Maximum Number of OGOAs:
T3S R65W	Section 20	0
	Section 21	Two: OGOAs No. 21-1 and 21-2

(iii) During drilling, completion, fracturing, and reworking activities, OGOAs depicted on Exhibit B will occupy no more surface acreage than is reasonably necessary for such operations, but in no event occupy more than 13 acres (the "Preliminary OGOA"). Upon completion of drilling, completion, fracturing, and reworking activities, producing well sites will occupy no more surface acreage than is reasonably necessary for such production operations, including the presence of any tank batteries, but in no event occupy more than 9.5 acres, (the "Final OGOA").

(iv) When in Operator's judgment it is feasible to do so, OGOAs in contiguous sections shall be consolidated into one OGOA.

(v) The terms of Section 9 and other applicable provisions of this Agreement shall also apply to the selection of OGOAs and ROW.

(c) OGOA Survey. Upon the final determination of the location of OGOAs pursuant to Section 2(b), Operator will perform survey(s) of the proposed OGOAs. Legal descriptions of the location thereof will be prepared by a Colorado licensed surveyor at the expense of Operator and attached hereto as Exhibit B-1.

(d) Subsequent Modification of OGOAs. Upon the completion of drilling of the initial well within an OGOA, Owner, after consultation with Operator, may propose a revised legal description for the subject OGOA that maximizes the setbacks from the well and associated surface facilities to adjacent portions of the Lands that are contemplated for residential or commercial development. Operator agrees not to unreasonably withhold its consent to such a modification of the subject OGOA if such modification does not materially impair the technical, safety, or economic feasibility of extracting oil and gas from such OGOA. A legal description of the modified OGOA will be prepared by a

Colorado licensed surveyor at the expense of Owner and will be attached to this Agreement as an amended Exhibit B-2.

(e) Relocation of ROW. Owner will have the right to change the location of the ROW (by terminating the existing ROW and granting Operator a substitute ROW on similar terms and conditions) and require Operator to relocate any roads, utility lines or other improvements located on the ROW to such substitute right-of-way upon 180 days prior written notice to Operator. Provided relocation does not interfere with the safety, maintenance and operations within the ROW and any OGOA it supports, Operator will provide Owner with a bona fide third party estimate of the costs for the relocation of any of its roads or facilities located in the ROW that includes but is not limited to engineering and re-permitting costs. Owner will have the right to withdraw the relocation request within ten days after receipt of the estimate. Unless Owner withdraws the relocation request, Operator will, within such 180 day period, commence and complete the relocation of the road, pipelines and utility lines, as applicable, to the substitute right-of-way, provided, however, that Operator has received all applicable permits for such work. Notwithstanding the foregoing, however, Operator will be under no obligation to commence any relocation activities until Owner has paid the estimate to Operator or furnished Operator a bond, letter of credit or other security acceptable to Operator for payment of such amount. Upon completion of the relocation, Operator will furnish Owner a full accounting of the costs and expenses of the relocation and, within ten days after receipt thereof: (i) Owner will reimburse Operator for such costs and expenses, not to exceed 120% of the estimate furnished to Owner; or (ii) Operator will refund any overpayment to Owner, as applicable.

(f) Reserved Rights of Owner. Owner will not seek the designation of any portion of an OGOA as a "Designated Outdoor Activity Area", as defined in COGCC Rule 604(a)(4), by the Commission and will cooperate with Operator in objecting to any application for such a designation filed by a Third Party. Except as provided in this Section 2(f), the equipment area within an OGOA will be used exclusively by Operator, and any requests for an encroachment within that OGOA will be reviewed by Operator and approved in its sole discretion; provided, however, that Operator will not unreasonably withhold consent to encroachments that are required for Owner to comply with Applicable Laws. After Operator has completed its work on the Reclamation Area and provided a map of the Reclamation Area to Owner, Owner may make aesthetic improvements to the surface or subsurface of the Reclamation Area such as landscaping and may construct or allow the construction of underground utilities and appurtenant surface facilities within the Reclamation Area ("Permitted OGOA Improvements"); provided, however, that:

(i) Prior to commencement of aesthetic improvements, Owner will consult with Operator regarding the proposed improvements and duration of time to complete the work. The improvement plans and duration of time to complete the work will be subject to Operator's written approval, not to be unreasonably withheld;

(ii) No habitable structures requiring a building permit will be placed by Owner within the Reclamation Area without Operator's prior written consent, which will not unreasonably be conditioned or withheld;

(iii) In the absence of gross negligence or willful misconduct by Operator or its contractors, Operator and its contractors will not be liable for damages to Permitted OGOA Improvements, including any structures, caused by its oil and gas operations; provided, however, that Operator will make reasonable efforts to avoid damage to or the disruption of the use of Permitted OGOA Improvements. Subject to the foregoing, however, Owner will be responsible for the repair and replacement of any Permitted OGOA Improvements.

(g) No Assurance; Cooperation of Owner. Operator acknowledges and agrees that its operations are subject to Applicable Laws and the Applicable Agreements. Owner is not giving Operator any assurance, and disclaims any representation or warranty to Operator, that Operator has the right to locate and drill any well on any OGOA under Applicable Laws or the Applicable Agreements, excepting Owner OGLs. Operator will be solely responsible for obtaining all required permits, consents and authorizations that may be necessary to conduct its operations and will comply with the Applicable Laws and Applicable Agreements in its operations on the Lands, and Operator assumes the risk of not obtaining any such permits, consents and authorizations. Notwithstanding the foregoing, this Agreement constitutes Owner's permission, consent, and authorization pursuant to the Owner OGLs for Operator's operations on the Lands; and Owner agrees not to object to the use of the surface in the OGOA as so long as such use is consistent with this Agreement and, provided that Operator is not in default hereunder, Owner will: (i) not oppose any permit application that Operator submits to the Commission or any state or local entity having jurisdiction over some or all of Operator's activities hereunder or under the Owner OGL so long as said application or permit is consistent with this Agreement and the Owner OGL; and (ii) provide Operator with any written support it may reasonably request to obtain permits from the Commission or any local jurisdiction.

3. Compensation.

(a) Compensation for OGOAs and ROWs. Compensation for the rights granted hereunder and for damages incurred with respect to Operator's use of an OGOA (or ROW associated therewith) for the purposes stated herein, is provided for in a separate Unrecorded Consideration and Compensation Agreement between Owner and Operator signed concurrently with this Agreement (the "Compensation Agreement"). All payments made to Owner will be made in good funds payable by draft, certified funds, cashier's check, wire transfer or a check from Operator. The OGOAs identified on attached Exhibit B are individual and separate, and compensation will be made for each OGOA separately. Payment will be made based on survey and no later than 30 days prior to the commencement of construction on a previously undisturbed OGOA ("Payment Due Date").

(b) Easements for Other Purposes. Easements for pipelines that, in whole or in part, transmit oil or gas not produced from the Lands or lands pooled therewith pursuant to the terms of an Owner OGL will be subject to separate agreements between Owner and the Third Party transmission company or Third Party pipeline contractor.

(c) No Release. The compensation provided for herein is acknowledged by Owner as sufficient and in full satisfaction for damages and use of the Lands caused or created by the reasonable and customary entry, rights-of-way, and operation and use of roads and well sites, but does not include damage to livestock, crops, buildings, or improvements, or injuries to persons. This Agreement does not relieve Operator from liability due to Operator's gross negligence or due to spills or discharges of any hydrocarbon or toxic substance or hazardous chemicals or wastes, or from leaks or breaks in Operator's pipelines. Damage to or loss of crops or livestock will be paid for by Operator directly to the tenant farmer at the lower of market value or replacement cost.

4. Notification and Consultation.

(a) Notice and Consultation. Owner and Operator have consulted on the location of the OGOAs as depicted on Exhibit B. At least 90 days prior to commencing any operations on the ROW or OGOAs or initiating the drilling of any well on any OGOA, and after final surveys have been completed, Operator will notify Owner (the "Consultation Notice") and shall consult with Owner and receive Owner's consent as to the location of each well, tank battery and other facilities to be placed on an OGOA, and each road, pipeline or utility line to be placed upon the ROW and the suggested location of facilities and equipment in the subject OGOA. Within 60 days of receipt of the Consultation Notice from Operator, Owner has the right to review, and comment on the proposed plan, and to the extent that Owner requests changes to the proposed plan that are not, in Operator's sole discretion and opinion, operationally or commercially untenable or otherwise unsafe, Operator will modify the configuration.

(b) Non-Interference With Agricultural Activities. Owner and Operator recognize and agree that ranching or farming activities occur on the Lands, which may include irrigated lands served by center pivot or side roll irrigation systems. Operator will be responsible for compensating Owner (to the extent that it conducts independent agricultural activities) or Owner's lessees for only those lost crops within an OGOA or ROW, for one growing season. Operator will also compensate Owner for other physical damages, if any, caused by Operator's activities; provided, however, that Operator will be responsible for damages caused by the gross negligence or willful misconduct of Operator or its contractor.

(c) Title Reports. Within a reasonable time after the preparation and delivery of the same to Operator, on a one time basis, Operator agrees to provide Owner a copy of the drilling title opinion and the division order title opinion procured by Operator regarding the Lands, redacted as appropriate to delete proprietary information relating: (i) to property other than the Lands, and (ii) title to mineral interests other than those owned by Owner. Any title information will be provided with no warranty by Operator regarding

its accuracy and completeness, and Operator will have no liability of any nature whatsoever in connection therewith.

5. Wells and Production Facilities.

(a) Operator agrees that it will not (and that it will cause its affiliates not to) locate, drill, deepen, recompleat, sidetrack or rework any well:

(i) From any surface location upon the Lands other than an Allowable Well within an OGOA as permitted by this Agreement; and

(ii) Such that any portion of the well bore of an Allowable Well enters, penetrates or crosses into any portion of the Lands outside of an OGOA at a sub-surface depth of less than 500 feet below the surface. Operator will vote and make such elections and consents that it has the power to make under applicable operating agreements, unit operating agreements, unit agreements and other agreements consistent with this Agreement.

(b) Elevations. In connection with pre-construction consultation pursuant to Section 4 of this Agreement, Owner will provide to Operator grading and excavation plans for contemplated future development to assist Operator in locating its tank batteries and other permanent surface facilities within an OGOA. Operator will construct such surface facilities at the elevation indicated on Owner's grading and excavation plans and will contour resulting cuts or fills at an appropriate slope to meet the grade of the surrounding area, in accordance with the following procedures:

(i) Operator will determine the cost of modifying the existing grade of the surface of the OGOA to accommodate its surface facilities (*i.e.*, the cost of grading and excavation, including the cost of inspections, that Operator would reasonably expect to incur in the absence of the grade requirements imposed by this Section) (the "Original Cost").

(ii) Operator will determine the cost of modifying the existing grade to achieve the grade requirements imposed by this Section (*i.e.*, the cost of preparing a drillsite location (including the area necessary to drill, complete and operate a planned well) at elevations that comply with Owner's grading and excavation plans) (the "Modified Cost").

(iii) If the Modified Cost exceeds the Original Cost by 3% or less, then Operator will proceed with the work at Operator's expense. If the difference (the "Estimated Marginal Cost") exceeds such amount, Operator will give notice of the Original Cost and the Modified Cost (the "Cost Notice") to Owner, together with bids or cost estimates of Operator's excavation contractor for each cost figure. The Cost Notice will also: (A) identify the reasonable time in which such work must be completed to comply with Operator's critical path timeline for the project; and (B) include a copy of Operator's plans and specifications for the work to be performed.

(iv) Owner may give notice of its election to complete the work described in the Cost Notice in accordance with the provisions of Section 5(b)(v) below. If Owner does not give such a notice within fifteen days after its receipt of the Cost Notice, Owner will be deemed to have agreed to allow Operator to proceed with the work pursuant to Section 5(b)(v) below.

(v) If Owner does not elect to perform the work, Owner will pay the Estimated Marginal Cost to Operator within thirty days after its receipt of the Cost Notice or will provide Operator with a bond, letter of credit or other security acceptable to Operator for payment of such amount. If Owner fails to comply with the requirements of the preceding sentence within such thirty day period, Operator will be relieved of the grade requirements imposed by this Section 5(b) and may proceed to construct its drillsite location utilizing existing grade of the OGOA. Upon completion of the work, Operator will furnish Owner a full accounting of the costs and expenses of the work and, within ten days after receipt thereof: (A) Owner will reimburse Operator for the actual marginal cost of such work (*i.e.*, the actual costs and expenses incurred by Operator in performing the work minus the Original Cost), not to exceed 120% of the Estimated Marginal Cost; or (B) Operator will refund any overpayment to Owner, as applicable.

(c) Additional Wells. If necessary in Operator's reasonable business judgment to maximize the production of oil and gas from the Lands, Operator may reenter an OGOA upon which a producing well is located in order to drill additional wells on the OGOA, subject to Section 2(f) of this Agreement. If any Permitted OGOA Improvements are disturbed by Operator's gross negligence or willful misconduct during the course of such work, Operator will, upon the completion of drilling, completion, fracturing and reworking activities for such additional well, promptly repair such damage and restore the Permitted OGOA Improvements as closely as feasible to their condition immediately preceding such activities, at Operator's expense.

(d) Produced Water or Waste. With respect to any water or waste produced from wells drilled on the OGOAs, Operator agrees to remove the same from the Lands and properly dispose of such produced water or waste off the Lands. Operator will not construct evaporation pits for produced water or waste, but may have a small "emergency pit" during drilling, completion, or reworking operations for produced water purposes.

(e) Maintenance. Operator agrees to fence pits and other dangerous areas created by its operations and at all times keep its well sites in good order and free of litter, debris, trash or spilled hydrocarbons.

(f) Directional Survey. Operator shall conduct a Directional Survey of each well drilled on an OGOA to verify that such well is an Allowable Well that complies with the requirements of this Agreement and shall furnish a copy of such survey to Owner within a reasonable time, not to exceed thirty days, after it is obtained by Operator. Such Directional Survey will be the same survey as provided to the COGCC as required.

(g) Inspections. Upon reasonable advance notice to Operator, Owner and its authorized agents and representatives will have access to the OGOAs, and will have the right to witness and observe all operations conducted thereon, including the drilling, logging, testing, casing, completing, Directional Surveying, and plugging and abandonment of any well thereon. If Owner elects to access the OGOAs, it will abide by Operator's safety procedures and Owner must be accompanied by Operator's designated representative. Owner will indemnify, defend and save and hold harmless Operator, its parent, subsidiaries, affiliates, and contractors, and each of their respective directors, officers, employees, agents and representatives from and against any claims and liabilities for damage to property or injury to persons arising out of the acts or omissions of Owner or its agents or representatives in connection with such inspections, except to the extent such claim or liability is attributable to the gross negligence or willful misconduct of Operator, its affiliates, or its contractors.

(h) Reports. Owner will have the right to inspect Operator's records with respect to such operations to verify Operator's compliance with this Agreement. Owner may review, at the Operator's office, reports (whether or not filed with an Applicable Agency) with respect to the drilling, logging, testing, casing, completing, Directional Surveying, and plugging and abandonment of any well. Such reports may not be copied or removed from Operator's offices without the prior written consent of Operator. Owner will maintain the confidentiality of all such information for so long as such information is not publicly available.

(i) Setbacks. Owner waives its right to object 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 Operator, its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement.

(j) Reclamation. In the event that Operator does not encounter commercial quantities of oil, gas, or other hydrocarbons at any well location and determines the location to be a "dry hole," or in the event Operator abandons a well, Operator will reclaim the affected portions of the OGOA and ROW in accordance with the provisions of Section 11 of this Agreement.

6. Road Construction and Use. Any roads constructed or used by Operator on the OGOAs or ROW will be constructed or used to the following specifications:

(a) Location. To the maximum extent possible, Operator will use existing roads designated by Owner for its operations. If construction of a new road is required, the route of the new road will be within the ROW.

(b) Specifications. The surface of all roadways will be made of compacted gravel, will not exceed 24 feet in width for traveled surface, and will comply with all Applicable Laws. Culverts will be placed in low areas for proper drainage.

(c) Gates. If requested by Owner, access to the Lands of Owner from any public road or from any adjoining land will be controlled by a swinging metal gate in addition to a cattle guard. Owner may lock gates across its private roads, provided that Operator will have the right to place its own locks on such gates.

(d) Maintenance. Operator will maintain existing and newly constructed roads used by Operator to the reasonable satisfaction of Owner. Operator agrees to keep roads used by it free of weeds, debris, and litter, and to conduct periodic pickup of trash caused by its operations or its contractors or employees. Operator will maintain unpaved roads used by it in good condition without excessive rutting or erosion so as to be passable by two wheel drive pickup trucks or similar vehicles. Such maintenance may include ditching, graveling, blading, mowing grass to avoid fire danger, installing and cleaning cattle guards, and spraying for noxious weeds. Subject to the provisions of Section 6(e) below, paved roads used by Operator will be maintained in good condition in compliance with applicable provisions of this Section, and Operator will repair damages resulting from Operator's use of such roads. Maintenance work will be done at such reasonable times as Owner will request. Owner will have no responsibility for road maintenance; provided, however, that Owner will repair any damage to such roads caused by the gross negligence or willful misconduct of Owner or its licensees or permittees or caused by the use of roads by construction equipment of Owner or its contractors. If roads are utilized by other oil and gas operators, Operator will have the right to assess such other road users for a pro-rata share of the cost of maintenance work performed by Operator.

(e) Road Paving. Owner, at its expense, may pave roads, or sections thereof, utilized by Operator, in which event the paved road will be engineered and constructed to carry vehicles with a gross vehicle weight rating (GVWR) of at least 104,000 pounds and a gross axle weight rating (GAWR) of at least 26,000 pounds per axle (the "Paved Road Standard"). Paved roads will be subject to the maintenance requirements of Section 6(d); provided, however, that (notwithstanding any provision of Section 6(d) or this Agreement to the contrary) Operator will not be responsible for damages to the travel surface of paved roads that were not constructed in compliance with the Paved Road Standard unless such damage was caused by the gross negligence or willful misconduct of Operator or its contractors.

(f) Off-road Travel. No off-road travel is permitted, particularly off-road travel that has the effect of widening the road or area of damage.

(g) Signage. Operator agrees, if requested by Owner, to place an appropriate sign or signs on any road designating them as "private roads" and to assist Owner in the control of the use of such roads by unauthorized users. The size and color of such signs will be subject to Owner's approval.

(h) Limitation on Use. No roads on the ROW will be used by Operator for access to any lands other than the OGOAs without a separately negotiated agreement.

(i) Reclamation. Upon the cessation of use of any road, Operator will reclaim the affected portions of the OGOA and ROW in accordance with the provisions of Section 11 of this Agreement.

7. Pipelines.

(a) Location. All pipelines authorized under this Agreement will be located within OGOAs or ROWs.

(b) As-Built Survey. Promptly after the installation of a pipeline, Operator, at its expense, will provide Owner with a survey prepared by a Colorado licensed surveyor showing its "as built" depth and location.

(c) Limitation on Use. The pipelines permitted by this Agreement are limited to and include only pipelines used solely in connection with Allowable Wells.

(d) Utilization. So as to minimize truck traffic to and from OGOAs, to the extent technically and economically feasible, Operator shall utilize pipelines for the purpose of gathering gas from wells and to transport such materials off the Lands. To the extent that trucks are used for the transportation of oil or produced water, appropriate dust control measures will be implemented.

(e) Abandonment and Reclamation. If Operator fails to use any pipeline for a period in excess of twenty-four consecutive months, the pipeline will be deemed abandoned. Upon the abandonment or other permanent cessation of use of a pipeline, Operator shall reclaim the affected portions of the OGOA in accordance with the provisions of Section 11 of this Agreement.

8. Utility Lines. Any power, telecommunication or other utility lines constructed by Operator on the OGOAs or ROW will be constructed and maintained to the following specifications:

(a) Location. All utility lines outside of an OGOA will be located within the ROW and are subject to the applicable provisions of this Section 8.

(b) Overhead Utility Lines. Operator will consult with Owner and with the independent utility company(ies) supplying utilities to Operator with respect to the location of overhead utility lines prior to construction, and will obtain Owner's written consent for such locations. Overhead utility lines will be constructed so as to minimize interference with Owner's current or contemplated uses of the Lands, and, to the maximum extent possible, overhead utility lines will be constructed along fence lines or property lines. Upon the replacement of overhead utility lines with underground lines pursuant to Section 8(c) below, Operator will remove the overhead lines and all associated poles, transformers, guy wires, anchors and other associated facilities.

(c) Underground Utility Lines. Operator may install underground utility lines within an OGOA or the ROW at any time. Within two months after a well has been

placed in production, all associated above ground utility lines constructed by or for Operator downstream of the independent utility company's meters will be buried and all utility line trenches will be filled, compacted and reseeded to the reasonable satisfaction of Owner. To the extent feasible, utility lines will be installed at the same time and in the same ditch as pipelines constructed pursuant to Section 7 of this Agreement. Buried utility lines will be installed at least 48 inches below the surface of the ground and will be constructed in such a manner to safely permit Owner to construct roads and utilities over such utility line in such locations as may reasonably be designated by Owner. Notwithstanding the foregoing, Owner may specify a greater line depth (not to exceed twenty feet below current grade or 48" below Owner's intended future grade, whichever is less) for all or specific portions of a utility line where required to accommodate cuts, grading, excavation or crossings associated with future development of the Lands. If Owner requires underground utility lines to be constructed at higher or lower elevations than those specified in this Section 8(c), the procedures described in Section 5(b) will apply (modified as necessary to reflect that utility lines are being constructed rather than surface facilities). Requirements authorized by this Section will be provided by Owner to Operator during pre-construction consultation pursuant to Section 4 of this Agreement. Promptly after their installation, Operator, at its expense, will provide Owner with a survey prepared by a Colorado licensed surveyor showing the "as built" depth and location of all underground utility lines.

9. Accommodation of Future Development. Notwithstanding any other provision of this Agreement, improvements and activities conducted by Operator pursuant to this Agreement will be subject to the following provisions:

(a) No Objection. Operator agrees that it will not object, oppose or seek to prevent Owner from:

(i) Obtaining any required permits to develop the Lands for such residential, commercial, industrial and other uses of any kind as Owner determines from time to time, or

(ii) So developing the Lands, subject to Operator's rights under this Agreement. Operator agrees to execute and deliver letters of support of and non-objection to such development by Owner as may be requested by Owner from time to time.

(b) Setbacks. Owner and Operator will comply with setback requirements equivalent to Commission Rule 603.a.(1) and Commission Rule 604 that may be imposed by Applicable Laws. Operator will comply with Commission Rule 604 setback requirements with respect to Building Units and Designated Outside Activity Areas.

(c) Development Standards. Unless more strict requirements are imposed by Applicable Laws, facilities constructed by Operator pursuant to this Agreement will comply with the Minimum Standards attached hereto as Exhibit D (the "Minimum Development Standards").

10. Operations. Operator's operations on the OGOAs and ROW will be conducted according to the following specifications:

(a) Maintenance. Operator will at all times keep the OGOAs and ROW safe and in good order, free of noxious weeds, litter and debris, and will spray for noxious weeds upon reasonable demand by Owner or as required by the rules of the Commission.

(b) Revegetation. Operator will rehabilitate, restore, reclaim, and reseed all disturbed areas caused by Operator's operations in accordance with Section 11 of this Agreement.

(c) Cattle Guards and Fences. All cattle guards and fences installed by Operator will be kept clean and in good repair and will become the property of Owner upon the expiration of the Owner OGL covering that portion of the Lands.

(d) Toxic or Hazardous Materials. Operator will implement best management practices to avoid the spill, release or discharge of any pollutants, contaminants, chemicals, solid wastes, or industrial, toxic or hazardous substances or wastes on the Lands. Any such spill, release or discharge, including of oil, gas, grease or solvents, that occurs on the Lands will promptly be remediated in compliance with Applicable Laws. Any such spill, release or discharge that is reportable to regulatory authorities under Applicable Laws will be reported to Owner within 24 hours by telephone, fax, or e-mail, to be followed by copies of written notices that Operator has filed with regulatory authorities within five business days after such filing.

(e) Minimize Disturbance. Operator will remove only the minimum amount of vegetation necessary for the construction of roads, well locations, and other facilities. Topsoil will be conserved during excavation, stockpiled and reused as cover non disturbed areas to facilitate regrowth of vegetation.

(f) Paint. The color of paint for all surface facilities not subject to safety requirements will be painted pursuant to COGCC Rule 804 or other applicable regulations. Operator will re-paint surface facilities as needed to maintain compliance with applicable regulations.

(g) Living Quarters Prohibited. No living quarters will be constructed upon the Lands, except those temporary living quarters used by Operator during drilling, completion or reworking activities.

(h) Fencing. Operator will not fence any access roads without the prior consent of Owner.

(i) Gates. Operator and its employees, agents, and contractors will leave all gates located on the Lands as they found them: gates found closed are to be closed; gates found open are to be left open.

(j) No Firearms; Hunting; Dogs. None of Operator's employees, agents, or contractors, or any other person under the direction or control of Operator will be permitted to carry firearms or any other weapon on the Lands, and such persons will not hunt, fish, or engage in recreational activities on the Lands. No dogs will be permitted on the Lands at any time. Operator will notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Lands. This provision does not apply to law enforcement units or personnel, whether on or off duty, who may serve as security contractors for Operator.

(k) Drugs and Alcohol. None of Operator's employees, agents, or contractors, or any other persons under the direction or control of Operator, will possess or be under the influence of alcohol or illegal drugs while on the Lands.

(l) Compliance With Laws; Permits. Operator will conduct operations and activities on the Lands in accordance with, and will strictly comply with, all Applicable Laws and the Applicable Agreements; provided, however, that the failure of Operator to comply with Applicable Laws will not constitute a breach of this Agreement unless such failure causes actual damage to Owner. Operator will also obtain any permit, consent, license, or other authorization required by Applicable Laws or an Applicable Agency. Except as expressly provided herein, nothing in this Agreement will be deemed to waive or to relieve Operator from the obligation of complying with Commission Rules and other Applicable Laws.

(m) Fire. Operator shall take all reasonable steps to prevent and to promptly extinguish fire. Operator shall fully and promptly compensate Owner for all damages caused by fire arising out of Operator's operations, including any charges incurred by Owner for fire suppression and the replacement of fences and other property damaged or destroyed by fire.

(n) Dust Control. Operator will control dust from all roadways through the application of an appropriate dust suppressant.

11. Reclamation and Reseeding.

(a) Compliance With Laws. Portions of the Lands disturbed by Operator's activities pursuant to this Agreement will be reclaimed on an interim and final basis in compliance with Commission Rules 1003 and 1004, other Applicable Laws, this Agreement and the Minimum Standards. Except as expressly provided herein, nothing in this Agreement will be deemed to waive or relieve Operator from the obligation of complying with such rules, laws and standards. If Commission Rules contain different time limits for the performance of reclamation work on different categories of real property, the shortest time limit will be deemed to be applicable to the Lands.

(b) Restoration. Unless Owner otherwise agrees in writing, within the times provided in applicable Commission Rules in connection with Operator's operations on any OGOA or the ROW, Operator will comply with the following provisions:

(i) Operator will perform interim reclamation in accordance with Commission Rule 1003. Operator will use its best efforts to complete interim reclamation within the time limits prescribed by such rule, without requesting an extension thereof unless a delay is caused by conditions outside of the control of Operator.

(ii) Upon the plugging and abandonment of a well, Operator will fully restore and level the surface of the Lands affected by such terminated operations as near as possible to the previous contours. Operator will use water bars and other measures as appropriate to prevent erosion and non-point source pollution. Unless Owner, in its sole discretion, consents to the abandonment of such facilities in place, pipelines and underground utilities appurtenant to the well will be removed and the surface restored. Unless a shorter time is prescribed by Commission Rules, Operator will use its best efforts to complete its work under this subsection within six months after the final plugging and abandonment of the last well within an OGOA. If a delay is caused by conditions outside of the control of the Operator, Operator may request a written consent for an extension from Owner. Such written consent from Owner will not be unreasonably withheld.

(iii) In lieu of restoration pursuant to Section 11(b)(ii), Owner, may: (A) specify, in writing, alternate contours for such restoration that are more consistent with its current future development plans (in which event Owner shall pay Operator any incremental additional costs resulting from such change in the work in a manner consistent with the adjustment of elevations within an OGOA; (B) direct Operator, in writing, not to reclaim specific areas, such as roads or utilities, that Owner desires to utilize for its future use of the Lands; or (C) to the extent permitted by Applicable Laws, require Operator to pay the estimated costs of reclamation work as required by Applicable Laws, or this Agreement to Owner and, in such event, Owner shall conduct restoration work and Operator shall be relieved of any obligation in connection therewith except as provided herein, and Owner will execute a written release of Operator to that effect. To the extent required for the operation of this Section 11(b)(iii), Operator may seek an exemption from Commission Rule 1004 pursuant to the provisions of Rule 100.1.c. Any reclamation work performed by Owner pursuant to this Section 11(b)(iii) shall comply with or exceed the minimum reclamation standards imposed by Commission Rules. Notwithstanding any other provision of this Section, however, the performance of reclamation work by Owner pursuant to Section 11(b)(iii) shall not relieve Operator of its environmental indemnity under Section 12(c) below.

(c) Revegetation. Unless otherwise agreed by Owner, all areas disturbed by Operator's activities will be reseeded with suitable grasses or crops approved by Owner (not to be unreasonably withheld if Operator's selection complies with rules of the Commission). In the absence of direction from Owner, no reseeded (except for borrow pits) will be required on any access roads existing as of the date of this Agreement or roads designated by Owner for retention pursuant to Section 11(b)(iii). It will be the duty of Operator to ensure that a growing ground cover is established upon disturbed soils and Operator will reseed as necessary to accomplish that duty.

(d) Weed Control. It will further be the duty of Operator to inspect and control all noxious weeds as may become established within areas used or disturbed by Operator. Operator will inspect disturbed areas from time to time and as Owner will reasonably request in order to determine the growth of ground cover and/or noxious weeds. Operator will reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this will be a continuing obligation during the duration of this Agreement and Operator will reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as near condition as existed prior to construction. If Owner so requests, Operator will construct and remove fences for the purpose of temporarily excluding livestock from newly seeded areas.

12. Damages and Indemnities.

(a) Limitation of Damages. Neither party will be liable for, or be required to pay, punitive, exemplary, incidental or indirect damages to the other party for activities undertaken within the scope of this Agreement.

(b) Indemnification. Except as to claims arising out of pollution or environmental damage (which claims are governed by paragraph 12(c) below), each party will be and remain responsible 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 such party's operations or activities on the Lands, no matter when asserted, subject to applicable statutes of limitations. Each such party will release, defend, indemnify and hold the other party, its officers, directors, employees, agents and contractors, successors and assigns, harmless against all such Claims. This provision does not, and will not be construed to, create any rights directly enforceable by persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein.

For the purposes of clarification, certain future actions of Owner may include the sale of all or some portion of the Lands to individuals or entities that are not under the control of Owner. Claims asserted by such third party purchasers against Operator will not be deemed to arise from the "activities" of Owner within the meaning of this Section 12(b) and will not give rise to an obligation by Owner to indemnify Operator.

(c) Environmental Indemnity. The provisions of Section 12(b) above will not apply to any environmental matters, which will be governed exclusively by the following:

(i) "Environmental Claims" will 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 Lands or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including any Claims arising

from Environmental Laws (as defined below) or relating to asbestos or to naturally occurring radioactive material. Environmental Claims will 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” will 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 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).

(iii) Indemnification. Operator will protect, defend, indemnify, and hold harmless Owner from any Environmental Claims relating to the Lands or the Owner OGL that arise out of Operator’s operations on the Lands or its ownership and operation of any pipeline easement or right-of-way on the Lands. Owner will fully protect, defend, indemnify and hold harmless Operator from any and all Environmental Claims relating to the Lands that arise out of Owner’s operations on the Lands. This indemnity specifically covers the completion or fracturing or re-fracturing of any well drilled by Operator on the Lands or lands pooled or unitized therewith.

(d) Exclusion From Indemnities. The indemnities of the parties herein will not cover or include any amounts which the indemnified party is actually reimbursed by any Third Party, net of reasonable attorney’s fees and costs incurred by the indemnified party in recovering such amounts. The indemnities in this Agreement will not relieve any party from any obligations to Third Parties.

(e) Effect of Assignment. Upon the assignment or conveyance of a party’s entire interest in the Lands, that party will be released from its indemnification provided above, for all actions or occurrences happening after such assignment or conveyance.

(f) Several Liability. The liability under this Agreement of the Owner will be several, and not joint or joint and several.

13. Release. To the maximum extent permitted by Applicable Laws, Operator releases and waives and discharges Owner, its affiliates, and their respective members, managers, officers, directors, employees, agents, attorneys, successors, and assigns, from any and all liability for personal injury, death, property damage, or otherwise arising out of Operator’s or its agents’ operations under this Agreement or Operator’s use of Owner’s property, unless such injury, death, or property damage is the result of Owner’s gross negligence or willful misconduct.

14. Designated Contact Person. Operator and Owner will each from time to time designate an individual, with appropriate 24-hour telephone and fax numbers, who is to be the primary contact person for discussions and decisions concerning matters related to this Agreement. Current contact information is as follows:

Owner:

Davene King Schuh
8725 E. Via Del Arbor Drive
Scottsdale, AZ 85258
Telephone: _____

Operator:

Burlington Resources Oil & Gas Company LP
c/o ConocoPhillips Company
Real Property Administration
PO Box 7500
Bartlesville, OK 75005-7500

And to:

Burlington Resources Oil & Gas Company LP
c/o ConocoPhillips Company
Attn: PTRRC
34501 E. Quincy Ave, Building #1
Watkins, CO 80137
Phone: 303-268-3711
Facsimile: 303-268-3730

Any notice permitted or required by this Agreement will be in writing and may be given by personal delivery, United States mail, overnight courier or facsimile directed to the contact person for the recipient at the address stated above or such other person or contract information as may be specified by a party in a notice given pursuant to this Section. Additionally, any notice given to Terrance G. King, shall also be given to:

BERENBAUM WEINSHIENK PC
Attn: Stephen A. Weinstein
370 17TH Street, Suite 4800
Denver, CO 80202
Phone: 303-592-8304
Facsimile: 303-629-7610

All notices so given will be effective, if hand delivered, upon delivery to a person upon whom service of process can be made upon the recipient pursuant to Rule 4(e) of the Colorado Rules of Civil Procedure; if delivered by overnight courier, one business day after timely deposit with the courier service, charges for next business day delivery prepaid; if mailed, three days after deposit, postage prepaid, certified mail - return receipt requested, with the United States Postal Service; or if delivered by facsimile, upon confirmation of error free transmission.

15. Assignment or Designation of Operatorship. This Agreement will run with the Lands and will be assigned by Operator in connection with an assignment of all of Operator's oil and gas leasehold rights under any Owner OGL or the designation of operatorship for any well(s) or Owner OGL to a Third Party. Owner's written consent to an assignment will not be withheld if a reasonable business person would conclude that the proposed assignee has the financial strength and technical ability to perform the obligations of Operator under this Agreement. No assignment or designation will be effective unless and until the assignee or designee has executed an instrument expressly agreeing to assume all of Operator's obligations under this Agreement, the subject Owner OGL, and the Compensation Agreement. Notwithstanding any such assignment, Burlington Resources Oil & Gas Company LP, ("BROG") will remain liable for all of the Operator's obligations and liabilities under this Agreement, limited to those obligations or liabilities arising before the date of such assignment or designation.

16. Enforcement Costs. If either party defaults under this Agreement, the defaulting party will pay any litigation costs and expenses, including reasonable attorney's fee, incurred by the non-defaulting party in enforcing this Agreement.

17. Insurance.

(a) Insurance Requirements. Except as stated in Section 17(b), Operator will maintain during the term of this Agreement:

(i) Workmen's Compensation Insurance which will comply with all applicable Workers' Compensation and Occupational Disease Laws and which will cover all of the Operator's employees performing any work or activities as to the Lands.

(ii) Liability. Commercial General Liability Insurance, including contractual liability coverage as well as sudden and accidental pollution liability coverage, with a combined bodily injury and property damage limit of not less than [REDACTED] per occurrence.

(iii) Environmental. Environmental Impairment Liability Insurance with a limit of not less than [REDACTED] per occurrence.

Operator shall ensure that it and its contractors' insurers waive all rights of recovery or subrogation against Owner, its parent, subsidiaries, affiliates, agents, directors, officers, employees, servants, co-lessees or co-venturers. As to such liability insurance, Owner shall be named as an additional insured to the extent of Operator's liabilities and obligations hereunder that are covered by such liability insurance. Such liability insurance of Operator shall be written on customary policy forms and by insurance companies with ratings of no less than A- VII or better. Upon request, Operator shall endeavor to furnish Owner with certificates of insurance evidencing compliance with this provision. All such certificates must be signed by authorized representatives of the insurance companies and provide for not less than ten days prior written notice to Owner in the event of cancellation affecting Owner's interest. Neither failure to comply, nor full compliance with the insurance provisions of this Agreement, shall limit or relieve Operator from its indemnity

obligations in accordance with this Agreement. Operator agrees to maintain all such liability insurance in accordance with the terms of this Section 18 until the termination of this Agreement. On the second anniversary date of this Agreement, and every two years thereafter (or, upon request of Owner if the parties have failed to meet during any biennial period), the parties shall meet to discuss whether the policy limits stated in this Section 18 should be adjusted and, as appropriate, adjust such policy limits to reflect then-current economic conditions and industry practices.

(b) Self-Insurance. Notwithstanding the above, Operator may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law, provided that Operator provides Owner with a letter of self-insurance, a copy of which has been provided. Notwithstanding the foregoing, a parent guarantee is not required. The Operator's contractual obligations are in no way diminished by the submittal of such self-insurance letter with respect to the liabilities assumed by the Operator in this Agreement. In the event of an assignment or transfer of this Agreement, as a condition precedent to the effectiveness of such assignment, the assignee or transferee shall be required to provide insurance coverage that is reasonably acceptable to Owner before Owner shall be required to consent to such assignment.

18. Bond.

(a) Compliance with Laws. Operator agrees to promptly purchase and post any and all bonds, supplemental bonds or other security which may be required of it pursuant to Applicable Laws.

(b) Well Abandonment Bond. Except as provided herein, Operator shall deliver to Owner a plugging and abandonment bond in the amount of [REDACTED] per well to secure Operator's obligations to plug, abandon, and restore the well and well site in accordance with Applicable Laws and the Applicable Agreements, issued by an insurance company, surety, or other financial institution with a rating of A- VII or better. Operator shall maintain this additional bond in full force and effect, at Operator's sole cost and expense, until the applicable well and well site have been permanently plugged, abandoned, and restored, all in accordance with Applicable Laws and the Applicable Agreements, and the Applicable Agency has accepted the notice of the plugging and abandonment of such well without requesting further action by Operator. Operator's intention not to renew, or its failure to maintain, the additional bond in force will entitle Owner to full payment of the face amount of the bond. The requirements of this Section 18(b) will apply and be personal to the Owner signatories to this Agreement below. The requirements of this Section 18(b) will not apply so long as BROG or any of its affiliates is the Operator under this Agreement.

(c) Review. On the second anniversary date of this Agreement, and every two years thereafter (or, upon request of Owner if the parties have failed to meet during any biennial period), the parties shall meet to discuss whether the bond amounts stated in this Section 19 should be adjusted and, as appropriate, adjust such bond amounts to reflect then-current economic conditions and industry practices

19. As-is/Where-is. Operator acknowledges that it is aware of all natural and manmade hazards on the Lands. Operator takes the Lands subject to all such hazards, as is, where is.

20. Conflicts. In the event of any conflict between this Agreement and any Owner OGL that covers the Lands, the terms and provisions of this Agreement will control.

21. Binding Effect. Except as provided in Section 18(b), this Agreement is binding upon and will inure to the benefit of the successors and assigns of the parties.

22. Applicable Law. This Agreement will be construed under the laws of the State of Colorado.

23. Recording & Covenant. The parties hereto agree that this Agreement will be recorded in the real property records of Adams County, Colorado and will supersede and replace the Memorandum. The Agreement constitutes a covenant running with title to the Lands as a burden thereon, for benefit of the parties, and enforceable by the parties and their successors and assigns.

24. Injunctive Relief. Each party agrees that if this Agreement is breached, or if a breach hereof is threatened, without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance and other forms of equitable relief will be available to non-breaching party. The parties acknowledge and agree that in the event of a breach of this Agreement, that any remedy at law may be inadequate and that the non-breaching party would suffer immediate and irreparable injury, loss and damage; and, to the fullest extent not prohibited by Applicable Laws, any action brought for such relief may be brought by the non-breaching party upon *ex parte* application and without notice or posting of any bond, and the breaching party expressly waives any requirement for notice or the posting of any bond. Any such relief or remedy will not be exclusive, but will be in addition to all remedies available at law or in equity.

25. Exhibits. The Exhibits referred to in this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.

26. References. References made in this Agreement, including use of a pronoun, will be deemed to include where applicable, masculine, feminine, singular or plural, individuals or entities. The word "including" will mean "including, without limitation." References herein to (or the incorporation by reference of) rules of the Commission; codes, rules and regulations of the City; or other applicable law will not give rise to a private contractual cause of action by Owner against Operator unless Owner or its interest in the Lands (including the future development potential of the Lands) is directly affected by an alleged violation of such rules, codes, regulations or other applicable law.

27. Term. This Agreement will continue until the termination of the Owner OGLs covering the Lands at which time this Agreement will terminate; provided, however, that the provisions of Sections 11, 12, 13, 18, and 29 of this Agreement will survive such termination. Upon the execution and recording of this Agreement, a Release of the Memorandum of Release of the Surface Use and Damage Agreement, effective on June 16, 2011, will be recorded in the Clerk and Recorder's Office of Adams County, Colorado. In addition, upon the termination of this

Agreement, Operator agrees to record a Release of this Amended and Restated Surface Use Agreement, dated December 22, 2015 in the Clerk and Recorder's Office of Adams County, Colorado.

28. No Third Party Beneficiaries. This Agreement does not, and will not be construed to create any rights in persons or entities not a party to this Agreement.

29. Dispute Resolution. In the event of any dispute, disagreement or controversy arising out of, relating to or connected with this Agreement or the Owner OGL, including Claims, Claims for compensation or damages, and the location of any well, surface sites or facilities, access roads, utility lines or pipelines, the parties will use reasonable, good faith efforts to settle such dispute or Claim through negotiations with each other. If such negotiations fail to produce a mutually acceptable resolution to the matter in dispute, the parties will submit the same to non-binding mediation before a sole mediator. The mediation will be conducted by the Judicial Arbitrator Group, Inc., 1601 Blake St, Suite 400, Denver, CO 80202 ("JAG"). The matter in dispute will be submitted to mediation within fifteen days of a written demand for mediation from one party to the other. If the mediation is not successful, the matter in dispute will be submitted for final and binding arbitration to be held no later than thirty days after the conclusion of the mediation, as signified by a written notice from the mediator that mediation has terminated. Within five days of the date of the mediator's notice, any party desiring arbitration will concisely state the matter(s) in dispute, the position of the party with respect to such matter(s) and the party's proposed resolution of the same.

(a) Record of Agreement. During any negotiations conducted pursuant to this Agreement, the parties will keep and maintain a record of all issues upon which agreement has been reached. To narrow and focus the issues that may need to be resolved in an arbitration proceeding, each of the submittals by the parties will include all points that have been agreed to by the parties during their negotiations.

(b) Arbitration. Any arbitration proceeding will be conducted in accordance with the Uniform Arbitration Act found at C.R.S. §13-22-201 *et seq.* (or a successor statute). The purpose of the arbitrator's role is to produce a final decision of any matter submitted for arbitration to which the parties' herein agree to be bound. The place of arbitration will be at the offices of JAG in Denver, Colorado.

(c) Arbitrator. The JAG mediator/arbitrator will, ideally, be possessed of demonstrated experience in matters pertaining to the law of oil and gas development, and, at a minimum, Colorado law of real property governing the use and enjoyment of surface and subsurface estates. If the parties cannot reach agreement on the choice of JAG mediator/arbitrator within ten days of the original demand for arbitration (or such other time as may be agreed to by the parties), they will abide by the assignment of JAG mediator/arbitrator made by the JAG Administrator.

(d) Arbitration Standard. Any award in arbitration will provide Operator with OGOAs that are technically and economically feasible for the production of oil and gas

from the Lands, taking into account the obligations of the parties to reasonably accommodate the interests of one another in accordance with Colorado law.

(e) Jurisdiction. For any matter requiring judicial resolution in connection with the arbitration, including the enforcement of any award, enforcement of this agreement to arbitrate, or injunctive relief to preserve the status quo pending arbitration, the parties agree to the exclusive jurisdiction of the State District Court of the City and County of Denver, Colorado.

(f) Fees and Costs. The parties will share equally in the cost of retaining the services of JAG for any mediation or arbitration conducted hereunder and each will be solely responsible for its own costs and expenses of preparing for and pursuing any mediation or arbitration, and for converting any arbitration award into a judgment; provided, however, the arbitrator will have the power to award attorneys' and experts' fees in his or her discretion.

(g) Exclusion. Notwithstanding the foregoing, the following types of disputes will expressly be excluded from the provisions of this Section 29: (i) Environmental Claims; and (ii) Claims in which persons not bound by or consenting to these arbitration provisions are indispensable parties.

30. Force Majeure. Any time limit for the performance of obligations under this Agreement (including but not limited to the completion of reclamation responsibilities, but excluding the payment of money) shall be extended for delays due to fire, earthquake, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, acts of terrorism, strike or labor disputes and other like casualty or other causes beyond its reasonable control; provided, however, that:

(a) The affected party shall use diligent, reasonable efforts to minimize the duration of any delay; and

(b) Such responsibilities shall continue, but with an extension of the completion deadline.

31. Amendments. This Agreement may only be amended by the written agreement of both parties.

32. Notice of Breach or Default Before Termination. An alleged breach or default by Operator of any obligation hereunder or the failure of Operator to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this Agreement nor be grounds for cancellation hereof in whole or in part for a period of at least thirty (30) days after Owner has given Operator written notice fully describing the breach or default, and if Operator does not dispute the breach, then only if Operator fails to remedy or commence to remedy the breach or default within such period.

33. Relationship of Owner and Operator. Owner and Operator acknowledge and agree that this Agreement does not create any special relationship between them including, without limitation, that of joint venturers or partners. Nothing in this Agreement shall be construed

to establish a fiduciary relationship, a relationship of trust or confidence or a principle-agent relationship between Owner and Operator for any purpose.

34. Severability. If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws applicable to this Agreement, Owner and Operator intend that the remainder of this Agreement shall remain in full force and effect so as to fulfill as fully as possible their intent as expressed by the then existing terms of this Agreement, including the invalidated provision.

35. Prior Agreements. This Agreement contains the sole and entire agreement and understanding of Owner and Operator with respect to the matters addressed in this Agreement and shall supersede all prior agreements between Owner and Operator with respect to the matters covered herein, including without limitation the Surface Use and Damage Agreement effective June 16, 2011 by and between Davene King Schuh and Anadarko E&P Company LP, a Memorandum of which is recorded in the office of the Adams County Clerk and Recorder at Reception #2011000064005.

36. Counterparts: Execution. This Agreement may be signed in any number of counterparts, each of which will be considered an original for all purposes, with the same effect as if the signatures were upon the same instrument. Signatures affixed electronically or transmitted by facsimile or Internet will be effective for all purposes.

[Signature Pages follow]

[Signature Page – Operator]

DATED as of the year and date first above written.

OPERATOR:

Burlington Resources Oil & Gas Company LP

By: BROG GP LLC, its sole General Partner

By: J.D. Adkins

Name: J.D. Adkins

Title: Attorney-in-Fact

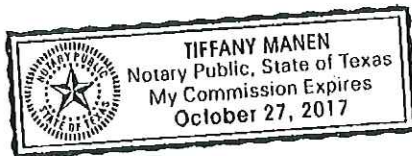
Date: Dec 16, 2015

ACKNOWLEDGMENT:

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 16th day of December, 2015, by J. D. Adkins, as Attorney-in-Fact of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership by BROG GP LLC, its sole General Partner.

Witness my hand and official seal.



Tiffany Manen
Notary Public
My Commission Expires: 10.27.17

[Signature Page – Owner]

DATED as of the year and date first above written.

OWNER:

Davene King Schuh

By: Davene King Schuh

ACKNOWLEDGMENT:

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21st day of December, 2015,
by Davene King Schuh.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 06-24-2019

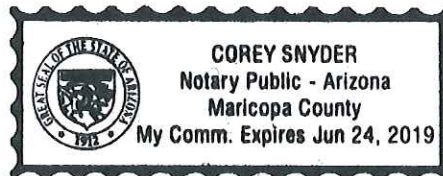


EXHIBIT A

SURFACE LEGAL DESCRIPTION

Attached to and made part of that certain Memorandum of Surface Use and Damage Agreement dated June 16, 2011, by and between Davene King Schuh, whose mailing address is 8725 E. Via Del Arbor Drive, Scottsdale, AZ 85258, as Lessor and Anadarko E&P Company LP, whose mailing address is 1099 18th Street, #1800, Denver CO 80202, as Lessee.

Township 3 South. Range 65 West of the 6th P.M.

Section 20: A parcel of land located in Section 20, Township 3 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows: Commencing at the Northeast corner of said Section 20; Thence along the Easterly line of said Section 20, South 00°16'13" East 30.01 feet to the Southeast corner of that certain parcel of land described in Book 4036 at Page 721 of the records of the Clerk and Recorder of said Adams County and the POINT OF BEGINNING; Thence, continuing along the Easterly line, South 00°16'13" East 3369.21 feet; Thence, departing said Easterly line, South 89°45'29" West a distance of 5286.86 feet to the Westerly line of the Southwest Quarter of said Section 20; Thence, along the Westerly line of said Southwest Quarter, North 00°22'55" West 775.03 feet to the West Quarter Corner of said Section 20; Thence, along the Westerly line of the Northwest Quarter of said Section 20, North 00°20'38" West 2657.11 feet to the Northwest Corner of said Section 20; Thence along the Northerly line of the Northwest Quarter of said Section 20, South 89°53'05" East 1229.68 feet to the Northwest Corner of said Parcel of land described in Book 4036 at Page 721; Thence along the Westerly and Southerly Boundary of said Parcel of land the following 6 courses:

1. South 00°06'48" West 6.56 feet;
2. North 89°53'12" West 40.00 feet;
3. South 00°06'48" West 40.00 feet;
4. South 89°53'12" East 40.00 feet;
5. North 00°06'48" East 16.50 feet;
6. South 89°53'12" East 4062.42 feet to the Point of Beginning.

EXCEPTING THEREFROM: A parcel of land located in the West half of Section 20, Township 3 South, Range 65 West, of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows: Beginning at the Northwest Corner of said Section 20; Thence, along the Northerly line of said Northwest Quarter of Section 20, South 89°53'05" East 1048.91 feet; Thence, departing said Northerly

line, South 00°16'13" East 3425.59 Feet; Thence, South 89°45'29" West a distance of 1043.96 feet to the Westerly line of the Southwest Quarter of said section 20; Thence, along the Westerly line of said Southwest Quarter, North 00°22'55" West 775.03 feet to the West Quarter corner of said Section 20; Thence, along the Westerly line of said Northwest Quarter, North 00°20'38" West 2657.11 feet to the POINT OF BEGINNING. Containing 82.386 ACRES (3,588,709 SQ. FT.), more or less.

Section 21: A parcel of land located in Section 21, Township 3 South, Range 65 West of the 6th Principal Meridian, except the Westerly 210.00 feet and the Easterly 30.00 feet of said Section 21, Adams County, Colorado, being more particularly described as follows: COMMENCING at the Southeast Corner of said Section 21, whence the East Quarter Corner of said Section 21 bears North 00°11'03" West a distance of 2649.52 feet; Thence North 00°11'03" East along the Easterly line of the Southeast Quarter of said Section 21 a distance of 744.39 feet; Thence North 89°18'30" West a distance of 30.00 feet to the POINT OF BEGINNING; Thence North 89°18'30" West a distance of 5044.28 feet; Thence North 00°00'30" East along the Easterly line of a parcel of land deeded to Public Service Company of Colorado in Book 798 at Page 210 in Adams County Clerk and Recorder's Office a distance of 4506.44 feet; Thence South 89°51'22" East along the Northerly line of said Section 21 a distance of 3147.61 feet; Thence the following eleven (11) courses along the boundaries of two parcels of land described in Book 3811, Page 286, Reception No. B01020168, recorded August 29, 1991 in the Adams County Clerk and Recorder's Office;

1. South 14°51'22" East tangent with the following described curve a distance of 676.29 feet;
2. Thence along the arc of a curve to the right having a central angle of 25°00'00", a radius of 970.00 feet, a chord bearing of South 02°21'22" East a distance of 419.89 feet and the arc distance of 423.24 feet;
3. Thence South 10°08'38" West tangent with the last described curve a distance of 508.30 feet;
4. Thence North 79°51'22" West a distance of 1448.37 feet;
5. Thence South 10°08'38" West a distance of 600.00 feet;
6. Thence South 79°51'22" East a distance of 1448.37 feet;
7. Thence North 10°08'38" East a distance of 550.00 feet;
8. Thence South 79°51'22" East a distance of 60.00 feet;
9. Thence North 10°08'38" East tangent with the following described curve a distance of 558.31 feet;
10. Thence along the arc of a curve to the left having a central angle of 25°00'00", a radius of 1030.00 feet, a chord bearing of North 02°21'22" West a distance of 445.87 feet and an arc distance of 449.42 feet;
11. Thence North 14°51'22" West a distance of 660.21 feet;

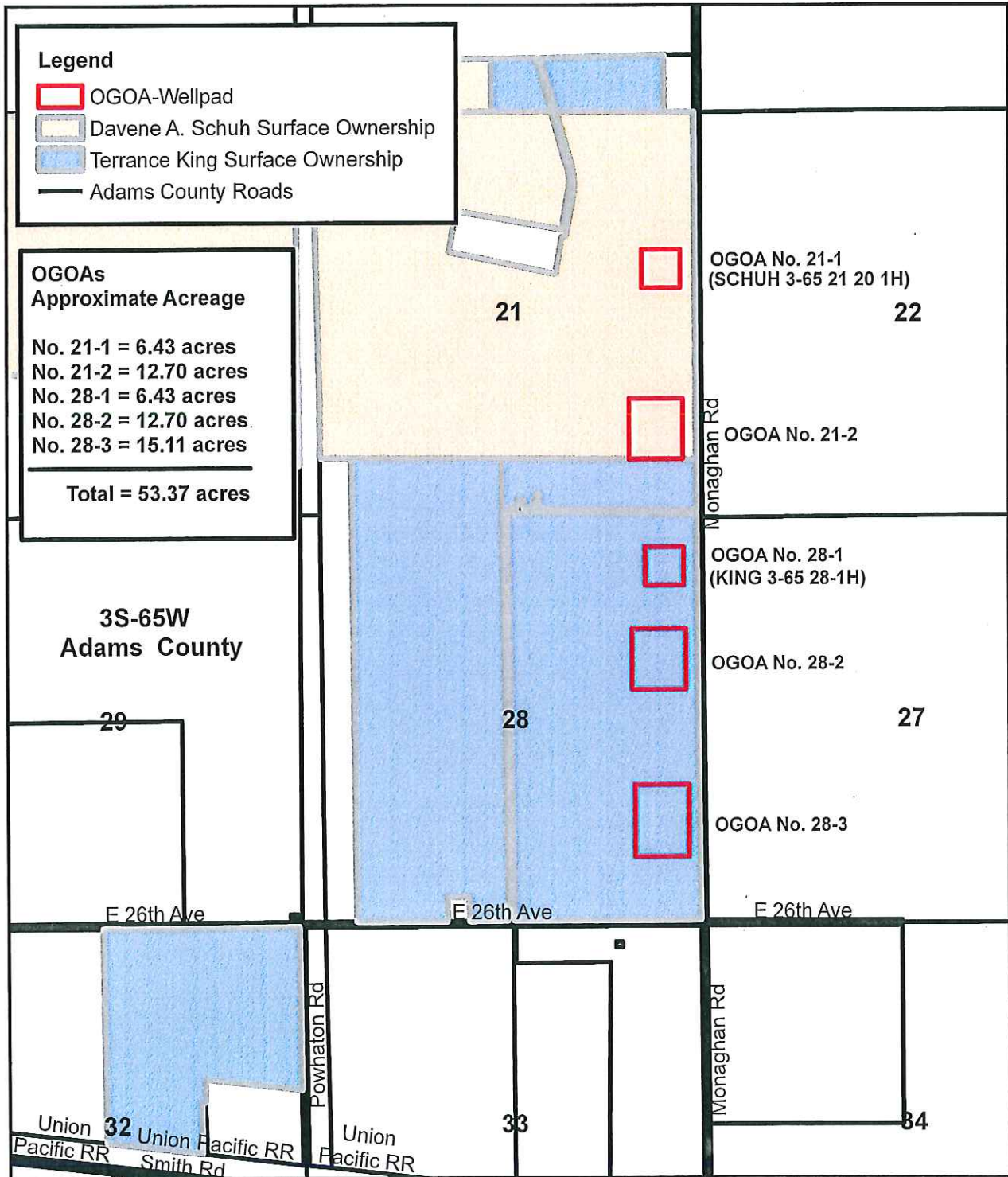
Thence South $89^{\circ}51'22''$ East along the northerly line of said Section 21 a distance of 1848.19 feet; Thence South $00^{\circ}11'03''$ West along a line 30.00 feet Westerly of and parallel with the Easterly line of the Northeast Quarter of said Section 21 a distance of 2649.52 feet; Thence South $00^{\circ}11'03''$ West along a line 30.00 feet Westerly of and parallel with the Easterly line of the Southeast Quarter of said Section 21 a distance of 1905.13 feet to the POINT OF BEGINNING; Containing 503.095 Acres, more or less.

EXHIBIT B
DESCRIPTION OF THE OGOAs

(See Attached)

Exhibit B

King-Schuh Sec.s 21 & 28, 3S-65W



1:24,000

0 0.25 0.5 Miles



EXHIBIT B-1
DESCRIPTION OF THE OGOAS AFTER SURVEY

[This is intended to be a surveyed plat and legal description of each separate OGOA, and will be
attached at a later date as each one is completed]

EXHIBIT B-2
DESCRIPTION OF MODIFIED OGOAS

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

MINIMUM DEVELOPMENT STANDARDS

These Minimum Development Standards are attached to and are a part of the Amended and Re-stated Surface Use and Damage Agreement (the "SUA") between **Davene King Schuh** ("Owner") and **Burlington Resources Oil & Gas Company LP**, a Delaware limited partnership ("Operator"). Unless otherwise defined herein, capitalized terms will have the meaning given to them in the SUA. The following standards do not waive or modify any other standard imposed by Applicable Laws. In the event of a direct conflict between these standards and Applicable Laws, the provisions of Applicable Laws will prevail. If these standards and provisions of Applicable Laws can be construed to be supplementary rather than conflicting, the provision setting forth the stricter standard will prevail.

1. Production-site Containment: All permanent production tanks will be located within a containment berm designed and constructed in compliance with applicable rules of the Commission. Subject to Operator's determination that its operations will not be rendered unsafe or materially impaired, Owner may require that, in lieu of a containment berm, Operator's surface equipment be located in an excavated containment basin to fulfill Commission safety requirements and to reduce the apparent height of production facilities; provided, however, that: (a) if construction of a basin is more expensive than containment methods customarily utilized by Operator in similar projects, Owner will pay the incremental additional cost of constructing the basin in a manner consistent with the adjustment of elevations within an OGOA pursuant to Section 5(b) of the SUA; and (b) Owner will allow for appropriate drainage of the containment basin to avoid flooding.

2. Visual Impacts and Aesthetics:

(a) To the extent reasonably practicable, a well site and production-site will be located to avoid hilltops and ridges in order to prevent the appearance of pump jack and accessory equipment profiles on the horizon.

(b) Electric pumping systems will be required in areas where reasonably feasible.

(c) Production tanks and tanks for storage of produced water will be low profile tanks not exceeding 16' in height for single well pads and 24' tanks for multiple well pads.

(d) Operator will meet the state and local requirements for height restrictions. In addition, Operator will consult with Owner on the height of permanent production equipment, and Owner will not unreasonably withhold its consent to such equipment.

(e) To the extent reasonably practicable, facilities will be located at the base of slopes to provide background of topography and natural cover.

(f) Electrical lines servicing pumping and accessory equipment will be installed below ground only.

3. Fencing:

(a) All pumping systems, tank batteries and accessory equipment used in the operation of a well will be screened on all sides by a fence. The fence will be constructed of either solid wood or chain link with slats.

(b) Access through the fence will be provided by a solid gate that preserves the integrity of the screening. The access gate will be securely locked to prevent access by unauthorized persons.

4. Landscaping:

(a) To the extent reasonably feasible, existing trees, landforms or other natural screening of well and production sites will be retained and integrated into facility design.

(b) During excavation, topsoil will be stripped and stored on-site until required for reseeded at time of reclamation

(c) Other excess excavation material, if any, will be contoured into a berm to help provide visual screening for Operator's facilities or, if so requested by Owner, will be stockpiled on-site for use by Owner pursuant to subsection (f) below.

(d) After commencement of production operations, all excavation slopes will be spread with topsoil and planted with grasses, plants, or shrubs for the purposes of adequate erosion control.

(e) Operator will take such reasonable measures as may be necessary to keep plant materials (excluding those planted by Owner pursuant to subsection (f)) in a healthy growing condition. Plantings will be watered as necessary until they are established. Operator will not be required to install permanent irrigation facilities.

(f) Owner will retain the right to utilize the Remainder OGOA (including the installation of additional landscaping and associated irrigation or other landscaping improvements) in accordance with Section 2(f) of the SUA. Operator will not be liable for destruction of or damage to any landscaping and improvements installed by Owner if such destruction or damage is the result of Operator's oil and gas operations on the Lands, provided that such operations are conducted in accordance with the terms of the SUA.