

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is effective on this 4th day of December, 2008, and is between KERR-McGEE OIL & GAS ONSHORE LP ("KMG") with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 and the ARCHDIOCESE OF DENVER, a Colorado corporation sole ("Surface Owner"), as trustee for the benefit of the Archdiocese of Denver, a public juridic person under the 1983 Code of Canon Law of the Roman Catholic Church, with an address of 1300 Steele Street, Denver, Colorado 80210. KMG and Surface Owner are sometimes individually referred to as a "Party" and together as the "Parties."

A. Surface Owner owns the surface estate for property described as the N/2NE/4 of Section 16, Township 4 North, Range 67 West, Weld County, Colorado, more specifically described on Exhibit A attached hereto and referred to hereinafter as the "Property."

B. KMG owns certain oil and gas leasehold interests for the Property pursuant to that certain oil and gas lease dated May 19, 1982 and recorded in the Weld County Clerk and Recorder's Office on July 8, 1982 in Book 971 at Reception No. 1896805 (Oil and Gas Lease 82/7384-S and hereinafter the "KMG Lease").

C. KMG operates one producing oil and/or gas well on the Property in the NE/4NE/4 identified as the Schultz State 16-1 and has a permit to drill a second well on the Property in the NW/4NE/4 identified as the Diocese 2-16 (together the "Existing Wells") and also the continuing right to conduct oil and gas drilling and production operations on the Property and drill additional wells on the Property pursuant to the terms of the KMG Lease.

D. Wells that KMG has the right to drill and may undertake to drill on the Property in the future are hereinafter referred to as the "Future Wells."

E. Surface ownership of the Property is subject to the oil and gas leasehold interests owned by KMG.

F. Current Colorado Oil and Gas Conservation Commission ("COGCC") rules and regulations allow the owners and/or lessees of the oil and gas for the Property to locate oil and/or gas wells in five drilling windows in a quarter section, one in approximately the center of each quarter quarter section in a 400 foot by 400 foot window and one in the center of the quarter section in an 800 foot by 800 foot window.

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

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AREAS RESERVED FOR THE EXISTING WELLS AND FUTURE WELLS AND RELATED PRODUCTION FACILITIES.

Surface Owner shall set aside and provide to KMG the two areas on the Property hereinafter referred to as the “Oil and Gas Operations Areas,” one in the NE/4NE/4 (“NE/4NE/4 Location”) where the Schultz State 16-1 well is located and the other in the NW/4NE/4 (“NW/4NE/4 Location”), such areas being depicted on the attached Exhibit B. Surface Owner shall make the Oil and Gas Operations Areas available to KMG in their present condition for its operations (except as hereinafter limited with respect to the NE/NE/4 Location), including operations conducted by KMG in connection with the Existing Wells and also operations conducted by KMG in connection with Future Wells, including, but not limited to, drilling and production activities, workovers, well deepenings, recompletions, fracturing and the drilling of twinned and replacement wells. Except for the Oil and Gas Operations Areas, Production Facility Location (as hereinafter defined) and the access roads and easements associated with flowlines, gathering lines and pipelines provided for in this Agreement, KMG shall not occupy or use the surface of the Property, except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities.

The Oil and Gas Operations Areas shall each include the surface area that is reflected on Exhibit B, which, with respect to the NE/4NE/4 Location, is an area that is approximately 1.62 acres, and, with respect to the NW/4NE/4 Location, is an area that is approximately 2.5 acres for drilling, re-drilling and refracing operations and reduced to two (2) acres after such operations.

KMG shall also have the right to locate, build, repair and maintain oil and gas drilling and production equipment and facilities within the Oil and Gas Operations Area for the NW/4NE/4 Location and also to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities within the Production Facility Location. KMG may also maintain and replace (but not add to) any such production equipment and facilities currently located in the Oil and Gas Operations Area in the NE/4NE/4 Location.

2. WELL LOCATIONS.

KMG shall have the right to drill two wells within the NW/4NE/4 Location, including horizontal and directional wells that produce from and drain both the Property and lands other than the Property; provided that, such lands are validly pooled with all or any portion of the lands included in the KMG Lease and so long as the well locations are permitted locations under the then applicable well spacing or well location regulations of the COGCC or exceptions to the regulations granted by the COGCC or its Director. As part of the consideration for this Agreement, Surface Owner hereby consents to, waives its rights, and covenants that it will not protest or object to any exception location or any other well or equipment location or any application for such by KMG that is consistent with this Agreement. Notwithstanding any provision in this Agreement to the contrary, KMG shall not drill additional wells in the NE/4NE/4 Location.

3. PRODUCTION FACILITY LOCATION.

Except as is otherwise specifically provided in Section 1, KMG agrees that it shall locate oil and gas drilling and production equipment and facilities only within the NW/4NE/4 Location and the location identified on Exhibit B as the Production Facility Location.

The Production Facility Location shall include the area reflected on Exhibit B that is in the shape of a rectangle that is 170 feet by 120 feet.

4. WAIVER OF SETBACK REQUIREMENTS/OTHER STATE AND LOCAL RULES AND REGULATIONS.

Except as may be otherwise specifically provided herein or in the Right-of Way Grant attached hereto as Exhibit C with respect to right-of-ways, or with the consent of KMG, Surface Owner shall not plat any surface property line or install or construct fences, roadways, trees, bushes, landscaping or temporary or permanent buildings, structures, or improvements within or beneath the Oil and Gas Operations Areas, Production Facility Location or the access roads, flowlines or pipeline easements identified herein. The Oil and Gas Operations Areas and Production Facility Location shall be for the exclusive use of oil and gas operations and production and for the location of oil and gas wells and associated oil field drilling and production equipment.

Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. In order to give full effect to the purposes of this Agreement, Surface Owner hereby consents to and waives its right to object to the location of oil and gas wells and associated production equipment and facilities on the basis of setback requirements in the rules and regulations of the COGCC and of any local jurisdiction, as they may be amended from time to time; provided that, the locations of such equipment, facilities and wells comply with this Agreement. Surface Owner further and similarly waives its right to object to other state or local requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of KMG or its successors and assigns to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands and agrees that KMG or its successors and assigns may cite the waiver in this Section 4 in order to obtain a location exception or variance under COGCC rules or from any state or local jurisdiction.

Surface Owner covenants and agrees that it will not object to the use of the surface of the Property by KMG so long as such use is consistent with this Agreement, and Surface Owner will provide KMG or its successors and assigns with whatever written support they may reasonably require to obtain permits or approvals from the COGCC or any local jurisdiction.

5. GATHERING LINES AND FLOWLINES.

Subject to the limitations hereinafter described, KMG has a continuing right and entitlement to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be reasonably necessary or convenient to its operations on the Property. Although this Agreement is intended to confine the placement of pipelines to certain specified

locations within the Property as reflected on Exhibit B, nothing herein shall be construed as a limitation on the rights of KMG to make connections for gathering lines or flowlines to any Existing or Future Well; provided that, the placement of the lines is consistent with this Agreement.

Pipeline easements that are currently located on the Property, and pipeline easements for pipelines to be installed on Property in the future, shall be installed at the locations identified on Exhibit B and are hereinafter referred to as the "Pipeline Easements."

Pipeline Easements shall be fifty (50) feet in width during construction, installation and any relocation activities and reduced to twenty (20) feet in width following construction for operations, maintenance and transportation activities. Flowline easements shall be twenty (20) feet in width for all operations.

Surface Owner shall grant the Pipeline Easements to KMG for the locations reflected on Exhibit B at the time KMG requests them and at no cost to KMG; provided, however, in any event and if Surface Owner has not already done so, Surface Owner shall provide KMG with an executed and acknowledged Pipeline Right of Way Grant in the form attached hereto as Exhibit C prior to the commencement of any pipeline installation or relocation.

Upon the agreement of the Parties, which agreement shall not be unreasonably withheld, Existing Pipelines or Future Pipelines and the related easements (including the existing gathering line in the N/2NE/4 depicted on Exhibit B and more specifically described in Exhibit D and currently operated by Kerr-McGee Gathering, LLC, an affiliate of KMG) may be relocated at the request of Surface Owner to different locations on the Property. Except as specifically provided otherwise in Section 6, relocations of Existing Pipelines or Future Pipelines shall be at the cost and expense of Surface Owner and pursuant to a separate pipeline relocation agreement to be entered into between Surface Owner and KMG.

At any time that Surface Owner desires to have Existing Pipelines or Future Pipelines relocated, it shall give written notice thereof to KMG. Within thirty (30) days of receipt of the notice, KMG will notify Surface Owner of the amount of a non-refundable, up-front down payment to be made by Surface Owner to KMG in order for KMG to proceed with the preparation of the relocation estimate and which shall be the amount of the cost to KMG to prepare the estimate. Upon receipt of the notice and the down payment, KMG will promptly prepare, or commission the preparation of, a cost estimate to perform the relocation. Surface Owner will thereafter determine whether to proceed with the relocation, and, if Surface Owner elects to have a pipeline relocated, Surface Owner shall pay the estimated costs to KMG and request in writing that the pipeline be relocated. KMG shall commence and complete operations to relocate the pipeline as soon thereafter as is practicable. After the relocation is complete, Surface Owner shall pay KMG the shortfall, if any, between the estimate and the actual costs or KMG shall refund any amount that Surface Owner has paid in excess of the actual costs.

KMG agrees that the Pipeline Easements are non-exclusive and further agrees that it will not object to the concurrent use of the Pipeline Easements by other oil and gas operators or utilities as Surface Owner may grant from time to time; provided, however, Surface Owner shall not permit to be placed, nor shall it place, any utility or structure within ten (10) feet horizontally or two (2) feet vertically of any pipeline of KMG without the written consent of KMG.

Surface Owner acknowledges that it has received a copy of a document from Kerr-McGee titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 3/01/2004) with which Surface Owner agrees to comply and which is attached as Exhibit E ("Guidelines"). Surface Owner agrees that any easement that it grants to other oil and gas operators or utilities for concurrent use of the Pipeline Easements shall be made subject to the Guidelines.

If Surface Owner proposes to construct roads that will cross over Existing Pipelines or Future Pipelines that are then installed on the Property, Surface Owner shall pay KMG the reasonable costs based on then current industry standards to have KMG sleeve the portions of the pipelines that are to be crossed by such roads, such payment to be made in advance of the work. Surface Owner shall not install the portion of the road that crosses a pipeline until the pipeline has been sleeved.

KMG shall bury flowlines and pipelines at a depth of no less than forty-eight (48) inches from the surface. Surface Owner shall maintain a minimum of forty-eight (48) inches and not more than seventy-two (72) inches of cover over pipelines and flowlines during Surface Owner's operations on the Property.

Except as provided in this Agreement, KMG shall not install pipelines on the Property without the written consent of Surface Owner.

6. AGREEMENT FOR THE RELOCATION OF SPECIFIC FLOWLINE.

The Parties understand and agree that KMG will install a flowline ("Schultz Flowline") from a well that is or will be located to the south of the Property on property owned by Steven Schultz ("Schultz") from a drillsite location that is generally in the center of the NE/4 to the Production Facility Location. In the event and at the time that Surface Owner requests in writing that KMG move the Schultz Flowline to another location within the Property, KMG will move the Schultz Flowline at KMG's cost and expense (for the first relocation only) to another location on the Property designated by Surface Owner; provided however, that the location selected by Surface Owner is one that KMG agrees is reasonable under the circumstances for its oil and gas operations.

7. ACCESS.

With respect to the Oil and Gas Operations Area that includes the Existing Well and with respect to the Production Facility Location, Surface Owner understands and acknowledges that KMG continues to have the right to use the access roads that it is currently using to access the Oil and Gas Operations Area and Production Facility Location until such time as Surface Owner and KMG mutually agree upon different access routes. With respect to the NW/4NE/4 Location, KMG shall build and construct an access road along the route depicted on Exhibit B.

In the event that the Parties mutually agree to the relocation of an access road and Surface Owner requests the relocation, Surface Owner shall pay for the costs and expenses to construct the different access road it proposes, and KMG agrees to access the Property by such road after

the road is constructed, and following written notice to KMG that construction is complete. KMG may continue to use the existing access road until receipt of notice from Surface Owner.

In the event that access roads that Surface Owner constructs are paved roads, Surface Owner shall keep the portions of the paved access roads that are jointly used by KMG and Surface Owner in good condition and repair until such roads are dedicated to a local jurisdiction.

Access roads or portions of access roads that are jointly used by KMG and Surface Owner shall be twenty (20) feet or more in width, and, if Surface Owner constructs roads on the Property, Surface Owner shall construct or improve all paved or improved joint access roads so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct the roads so that they can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle. In the event that Surface Owner constructs roads to the foregoing specifications, KMG shall be responsible for damage that it causes that is the direct result of its use of the road for oil and gas operations.

Access roads or portions of access roads that are used exclusively by KMG shall be generally twenty (20) feet or more in width, and KMG shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations.

KMG shall have continuous access to the Oil and Gas Operations Areas, the Production Facility Location, and Pipeline Easements. Surface Owner shall not inhibit KMG's access by landscaping or other improvements, unless otherwise agreed between Surface Owner and KMG. No party shall unreasonably interfere with the use by the other of an access road.

8. BATTERIES AND EQUIPMENT.

KMG shall have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other equipment necessary or convenient for the operation and production of the Existing Wells and Future Wells only within the Oil and Gas Operations Areas and Production Facility Location. With respect to equipment and facilities to be installed by KMG on the Property in the future:

a. KMG shall install and maintain, at its sole cost and expense, fences around the Existing Wells and Future Wells in accordance with the rules and regulations of the COGCC. The fences may be upgraded at the option and expense of Surface Owner so long as such fencing complies with COGCC rules and regulations.

b. KMG shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of wells and equipment and facilities within the Oil and Gas Operations Areas and Production Facility Location; such gates and locks to be standard gates and locks used by KMG.

c. KMG shall paint production facilities for wells, including wellhead guards, with paint approved by the COGCC. Surface Owner may select the color of paint so long as the color selected complies with COGCC and local rules and regulations.

d. Surface Owner shall not inhibit access by KMG to the Oil and Gas

Operations Areas and Production Facility Location or inhibit its operations within the Oil and Gas Operations Areas or Production Facility Location by landscaping or other improvements unless otherwise agreed upon in writing between Surface Owner and KMG. Surface Owner may install landscaping and landscaping improvements adjacent to the Oil and Gas Operations Areas and Production Facility Location, at its expense and with the prior consent of KMG, and so long as such landscaping and landscaping improvements do not interfere with present or future oil and gas operations of KMG on the Property; and, provided further, that KMG shall have no liability for damage or injury to such landscaping and landscaping improvements caused by its oil and gas operations on the Property in cases in which such landscaping and/or improvements interfere with oil and gas operations.

e. Tank batteries to be installed by KMG in the future shall be limited to industry-standard, low-profile type design and construction at the cost and expense of KMG. In the event KMG elects to replace or reconfigure production facilities that service the Existing Wells, KMG will replace the existing tank or tanks on the Property with tanks that have a low-profile design at its cost and expense.

9. RELOCATION OF PRODUCTION FACILITIES.

Upon the agreement of the Parties, which agreement shall not be unreasonably withheld, production facilities and equipment may be relocated at the request of Surface Owner to different locations on the Property. Relocations of production equipment and facilities shall be at the cost and expense of Surface Owner and pursuant to a separate relocation agreement to be entered into between Surface Owner and KMG.

The procedure for the relocation of production facilities and equipment shall begin with written notice from Surface Owner to KMG and as otherwise provided in Section 5 for the relocations of Existing Pipelines and Future Pipelines.

10. NOTICE OF FUTURE OPERATIONS.

KMG shall provide Surface Owner with notice of future oil and gas operations on the Property in accordance with COGCC rules and regulations. Regardless of the foregoing notice requirements, KMG shall have immediate access to all wells, equipment, facilities and pipelines and flowlines in the event of an emergency. KMG shall provide Surface Owner with written notice of the emergency as soon as practical thereafter.

After receipt of notice of the commencement of drilling operations, but not less than five (5) working days prior to the commencement of drilling operations within an Oil and Gas Operations Area, either KMG or Surface Owner may request an on-site meeting. The purpose of the meeting shall be to inform Surface Owner of the prospective oil and gas operations on the Property and to coordinate site access, hazards, barricades, restoration or other matters related to the development of the surface estate and the oil and gas estate. Access to the Oil and Gas Operations Areas and Production Facility Location shall be at the locations depicted on Exhibit B, unless otherwise agreed to in writing by KMG and Surface Owner.

11. NOTICES TO HOMEOWNERS AND BUILDERS.

In the event Surface Owner proposes to develop the Property or any part of it for residential or commercial uses, Surface Owner shall provide all persons and entities which purchase all or any portion of the Property from Surface Owner with a plat or map that shows the locations of the Oil and Gas Operations Areas, Production Facility Location, Pipeline Easements and access roads. In addition, Surface Owner shall provide written notice to all builders, homeowners, homeowner associations and other buyers of the Property from Surface Owner that:

i) there may be ongoing oil and gas operations and production within the Oil and Gas Operations Areas, Production Facility Location and Pipeline Easements on the surface of the Property; and

ii) there are likely to be additional Future Wells drilled on the Property within the Oil and Gas Operations Areas and oil and gas operations and production conducted within the Oil and Gas Operations Areas and Production Facility Location and Pipeline Easements that affect the surface of the Property; and

iii) heavy equipment may be used by KMG from time to time for oil and gas drilling and production operations and such operations may be conducted on a 24-hour basis; and

iv) future purchasers of all or a portion of the Property, including homeowner associations and buyers of individual lots or homes, as successors in interest to Surface Owner, will be acquiring a proportionate interest in Surface Owner's rights under this Agreement and assuming the obligations undertaken by Surface Owner pursuant to this Agreement and will be subject to the covenants, waivers and consents made by Surface Owner in this Agreement, including, but not limited to, those covenants, waivers and consents: a) prohibiting the location of any temporary or permanent building, structure or other improvement within the Oil and Gas Operations Areas, Production Facility Location and Pipeline Easements; b) waiving objections to the drilling of wells, construction of facilities, and the conduct of oil and gas operations on the Property consistent with this Agreement; c) waiving surface damage payments, except as otherwise provided in the letter agreement referenced in Section 23; d) waiving objections to the setback requirements under the rules of the COGCC and local jurisdictions; e) granting the easements described in this Agreement; and f) acknowledging compliance with laws as described in Section 24.

12. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.

a. Except for claims or losses arising out of a party's gross negligence or willful, wanton and intentional misconduct, no Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to the other Party for activities undertaken within the scope of this Agreement.

b. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 13 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each Party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action,

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

c. Upon the assignment or conveyance of a Party's entire interest in the Property, that Party shall be released from the indemnification in Section 12.b. above, for all actions or occurrences happening after such assignment or conveyance.

13. ENVIRONMENTAL INDEMNITY.

The provisions of Section 12 above, except for Section 12.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 12.a. above:

a. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interests, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by a Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligations, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629).

c. Environmental Indemnification. KMG shall indemnify and hold harmless Surface Owner, its successors and assigns, from Environmental Claims relating to KMG's oil and gas leasehold under the Property, that arise out of KMG's operations on the Property. Surface Owner shall defend, indemnify and hold harmless KMG and its successors and assigns from Environmental Claims relating to the Property that arise out of its ownership, leasehold interests, operations or development of the Property.

14. EXCLUSION FROM INDEMNITIES.

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

15. NOTICE OF CLAIM FOR INDEMNIFICATION.

If a Claim is asserted against a Party for which the other Party would be liable under the provisions of Section 12 or Section 13 above, it is a condition precedent to the indemnifying Party's obligations hereunder that the indemnified Party give the indemnifying Party written notice of the Claim setting forth all particulars of the Claim, as known by the indemnified Party, including a copy of the Claim (if it is a written Claim). The indemnified Party shall make a good faith effort to notify the indemnifying Party within ten (10) days of receipt of a Claim and shall effect such notice in all events within such time as will allow the indemnifying Party to defend against such Claim. An indemnifying Party shall not be obligated to reimburse an indemnified Party for amounts paid in settlement of an indemnified claim unless the indemnifying Party has agreed to the settlement, which agreement shall not be unreasonably withheld or delayed.

16. NOTICE OF SPECIFIC ENVIRONMENTAL ISSUES.

KMG shall give Surface Owner prompt notice of the occurrence of matters that arise from its oil and gas operations on the Property for: i) any spill or release that constitutes a violation of a state or federal law, rule or regulation; or ii) that a private or public agency, entity or person has filed a claim in a judicial or administrative proceeding alleging injury or threat of injury to the Property or to public health, safety and the environment or the violation of environmental laws, rules or regulations relating to oil and gas operations on the Property.

17. SURFACE OWNER USE OF THE PROPERTY.

Surface Owner shall have the right to use and enjoy the surface of the Property in any matter that does not unreasonably interfere with the operations and use of the Property by KMG or result in causing oil and gas operations of KMG on the Property to be unsafe or hazardous. In this regard and subject to the limitations herein, Surface Owner, for example, may construct, install and use roads, utilities, ditches, water wells, irrigation and water impoundment structures, trails, fences and buildings so long as such structures or improvements are not located within or under the Oil and Gas Operations Areas or Production Facility Location, or over top or beneath the Pipeline Easements or flowlines (except as is otherwise specifically provided in this Agreement) or interfere with the use and enjoyment of such by KMG.

Surface Owner also retains the right to grant rights-of-way, easements and rights to use the surface to parties other than KMG, including the right to grant licenses for hunting and fishing and also the right to construct water impoundments and structures for water retention; provided such uses do not in any way interfere with KMG's oil and gas operations on the Property and, provided, further, that such water impoundments and structures are not located within or under the Oil and Gas Operations Areas or Production Facility Location, or over top or beneath the Pipeline Easements and flowlines.

18. RESTRICTIONS ON THE USE OF THE PROPERTY BY KMG.

a. KMG shall use reasonable efforts to prevent its employees from possessing drugs or alcohol while conducting oil and gas operations on the Property and from carrying firearms or weapons and from bringing dogs or other animals on the Property. KMG shall also use reasonable efforts to prevent its employees from cooking, transporting firewood, cutting Christmas trees, hunting (except with the permission of Surface Owner) and removing artifacts from the Property.

b. KMG shall not use or remove surface water, water from the reservoir, or water from wells located on the Property in the conduct of its oil and gas operations. KMG shall not mine gravel, stone or other hard rock minerals located on top of or under the Property.

c. KMG shall not drill any disposal or injection well on the Property or otherwise convert any well drilled on the Property to such use unless otherwise agreed to between KMG and Surface Owner.

d. KMG shall not use the Property or any portion of it for the storage of oil and gas equipment or materials.

19. NOTICE OF HEARINGS.

Surface Owner shall provide KMG with written notice of applications for development as provided in C.R.S. 24-65.5-103.

20. PLATS AND LOCAL APPLICATIONS.

Surface Owner shall identify the Oil and Gas Operations Areas, Production Facility Location and all access routes and Pipeline Easements on its plats and in all applications for development it files with a local jurisdiction, and the plats shall include restrictions that no property line or temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within the Oil and Gas Operations Areas, Production Facility Location or Pipeline Easements. Surface Owner shall promptly record the plats in the Office of the Clerk and Recorder of Weld County and provide written evidence to KMG of the recording.

21. DRILLING AND COMPLETION OPERATIONS.

KMG shall endeavor to diligently pursue drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Surface Owner waives any objections to continuous (i.e., 24-hour) drilling operations.

22. GOVERNMENTAL PROCEEDINGS.

Surface Owner covenants and agrees that it will not directly or indirectly object in any forum to the use by KMG of the surface of the Property consistent with this Agreement and hereby waives any such right to object. Surface Owner further covenants and agrees that it will provide such other written approvals and waivers that are requested by KMG and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements from a surface property line or for an exception location. Surface Owner further waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well. Surface Owner further consents to the location of two wells within the NW/4NE/4 Location that are greater or less than fifty (50) feet apart so long as both wells are located within the Oil and Gas Operations Area and are approved and permitted by the COGCC.

23. LETTER AGREEMENT/ SURFACE DAMAGES.

Concurrently with the execution of this Agreement, Surface Owner and KMG have executed a letter agreement which delineates the agreement of the Parties with respect to surface damages ("Letter Agreement").

24. COMPLIANCE WITH COMMON LAW AND STATUTORY AND REGULATORY REQUIREMENTS.

Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of KMG under COGCC Rules 305 and 306 to consult in good faith with Surface Owner regarding proposed oil and gas operations. Surface Owner further expressly acknowledges that this Agreement 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 Surface Owner, existing and future, and Surface Owner waives any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

25. COMPLIANCE WITH REGULATIONS.

KMG shall conduct its operations in accordance with COGCC rules and regulations (including interim and final COGCC reclamation rules and regulations) and valid and applicable regulations and ordinances of governmental authorities; provided, however, nothing in this Agreement creates a private right of action under any state statute or state or local rule or regulation, including the regulations of the COGCC and the provisions of the Colorado Oil and Gas Conservation Act at C.R.S. 34-60-101 et.seq.

26. REPRESENTATIONS.

Each Party represents that it has the full right and authority to enter into this Agreement with respect to the oil and gas leasehold interests or surface interests it owns in the Property. KMG, however, does not represent that it has rights to settle matters for any mineral owner or any other oil and gas lessee for the Property. With respect to oil and gas interests, this Agreement applies to and is binding only as to the oil and gas leasehold interests that KMG owns in the Property.

27. TERM.

This Agreement shall become effective on the date set forth above and shall remain in full force and effect until all of the following occur: i) the expiration or termination of all oil and gas leasehold interests that KMG owns in the Property; and ii) KMG has plugged and abandoned all wells owned in whole or in part by KMG and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and with existing laws and regulations.

28. NOTICES.

Any notice or other communication required or permitted under this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return

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

If to KMG:

Kerr McGee Oil & Gas Onshore LP
1099 18th Street, Suite 1800
Denver, Colorado 80202
Attention: Director of Land Denver Basin

If to Surface Owner:

Archdiocese of Denver
1300 Steele Street
Denver, Colorado 80210
Attention: Director of Real Estate

Any Party may, by written notice as provided in this Section, change the address or individual to whom delivery shall thereafter be made.

29. RECORDING.

This Agreement and any amendment hereto, shall be recorded by KMG in the records of the Clerk and Recorder of Weld County, Colorado, on or after the Effective Date, and KMG shall provide Surface Owner with a copy showing the recording information as soon as practicable thereafter.

30. SUCCESSORS AND ASSIGNS.

This Agreement and all of the terms, covenants and conditions included in this Agreement shall be binding upon the Parties and their successors and assigns, and the benefits and burdens of this Agreement shall inure to their successors and assigns.

31. COVENANTS RUN WITH THE LAND.

This Agreement and all of the covenants in it shall be covenants running with the land and shall be binding upon all parties which succeed to any interest of Surface Owner in the Property. Any subsequent sale of the Property shall be subject to the terms of this Agreement, and, to the extent that such successor acquires a property interest in the Property or portion thereof, such buyers, as successors in interest to Surface Owner, will be acquiring all or a portion of the rights of Surface Owner under this Agreement and assuming those obligations undertaken by Surface Owner pursuant to this Agreement

32. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

33. ENTIRE AGREEMENT.

This Agreement and the Letter Agreement identified in Section 23 set forth the entire understanding between the Parties hereto with respect to the matters addressed herein and supersede any previous communications, representations or agreement, whether oral or written. This Agreement shall not be amended, except by a written document signed by both Parties.

34. CONSTRUCTION.

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

35. INCORPORATION OF EXHIBITS.

Exhibits A, B, C, D and E are hereby incorporated into this Agreement by this reference.

36. EXECUTION AND BINDING EFFECT.

This Agreement 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.

37. ENFORCEMENT; ATTORNEY'S FEES.

In the event a Party to this Agreement is required to commence any action or proceeding against the other to interpret or enforce a provision in this Agreement, the prevailing party in such action shall be entitled to receive, in addition to an award of monetary damages or injunctive or other equitable relief, all reasonable costs incurred in connection with such action, including attorney's fees, litigation expenses and court costs.

The Parties have executed this Agreement on the dates set forth in the acknowledgements, but to be effective on the date set forth above.

KERR-McGEE OIL & GAS ONSHORE LP

By: Michael A. Nixon
Name: Michael A. Nixon
Its: Agent & Attorney-in-Fact

MANB

ARCHDIOCESE OF DENVER,
a Colorado corporation sole, as trustee for the benefit of the Archdiocese of Denver, a
public juridic person under the 1983 Code of Canon Law of the Roman Catholic Church

By: Thomas S. Fryar
Name: _____
Its: _____

Thomas S. Fryar as Attorney-in-Fact
for Charles J. Chaput, Archbishop
Archdiocese of Denver

**Agreed and accepted this ___ day of December, 2008, with respect to the agreement for the
relocation of the gathering line in the N/2NE/4 described in Section 5 and depicted on
Exhibit B and more specifically described in Exhibit D to the Agreement.**

KERR-McGEE GATHERING LLC

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____, as Attorney-in-Fact of KERR-McGEE OIL & GAS ONSHORE LP, on behalf of such corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

ARCHDIOCESE OF DENVER,
a Colorado corporation sole, as trustee for the benefit of the Archdiocese of Denver, a public juridic person under the 1983 Code of Canon Law of the Roman Catholic Church

By: _____
Name: _____
Its: _____

Agreed and accepted this ___ day of December, 2008, with respect to the agreement for the relocation of the gathering line in the N/2NE/4 described in Section 5 and depicted on Exhibit B and more specifically described in Exhibit D to the Agreement.

KERR-McGEE GATHERING LLC

By: _____
Name: Jane Ann Byroad
Its: Agent & Attorney-in-Fact

*was
filed*

ACKNOWLEDGMENTS

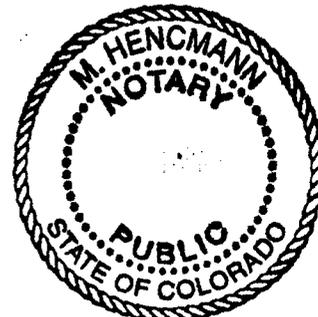
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of December, 2008, by Michael A. Nixson, as ~~Attorney-in-Fact~~ of KERR-McGEE OIL & GAS ONSHORE LP, on behalf of such corporation. Agent + Attorney-in-Fact

Witness my hand and official seal.

M. Henemann
Notary Public

My Commission Expires: 9/27/2011

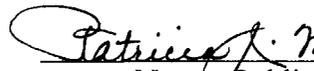


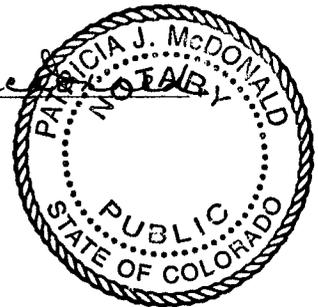
My Commission Expires 9-27-2011

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8TH day of DECEMBER, 2008, by THOMAS S. FEJAR, ATTORNEY-IN-FACT, as _____ of the ARCHDIOCESE OF DENVER, a Colorado corporation sole, as trustee for the benefit of the Archdiocese of Denver, a public juridic person under the 1983 Code of Canon Law of the Roman Catholic Church.

Witness my hand and official seal.


Notary Public



My Commission Expires: 3-31-2011

Exhibit A
to
Surface Use Agreement effective December 4, 2008 between the
Archdiocese of Denver and Kerr-McGee Oil & Gas Onshore LP

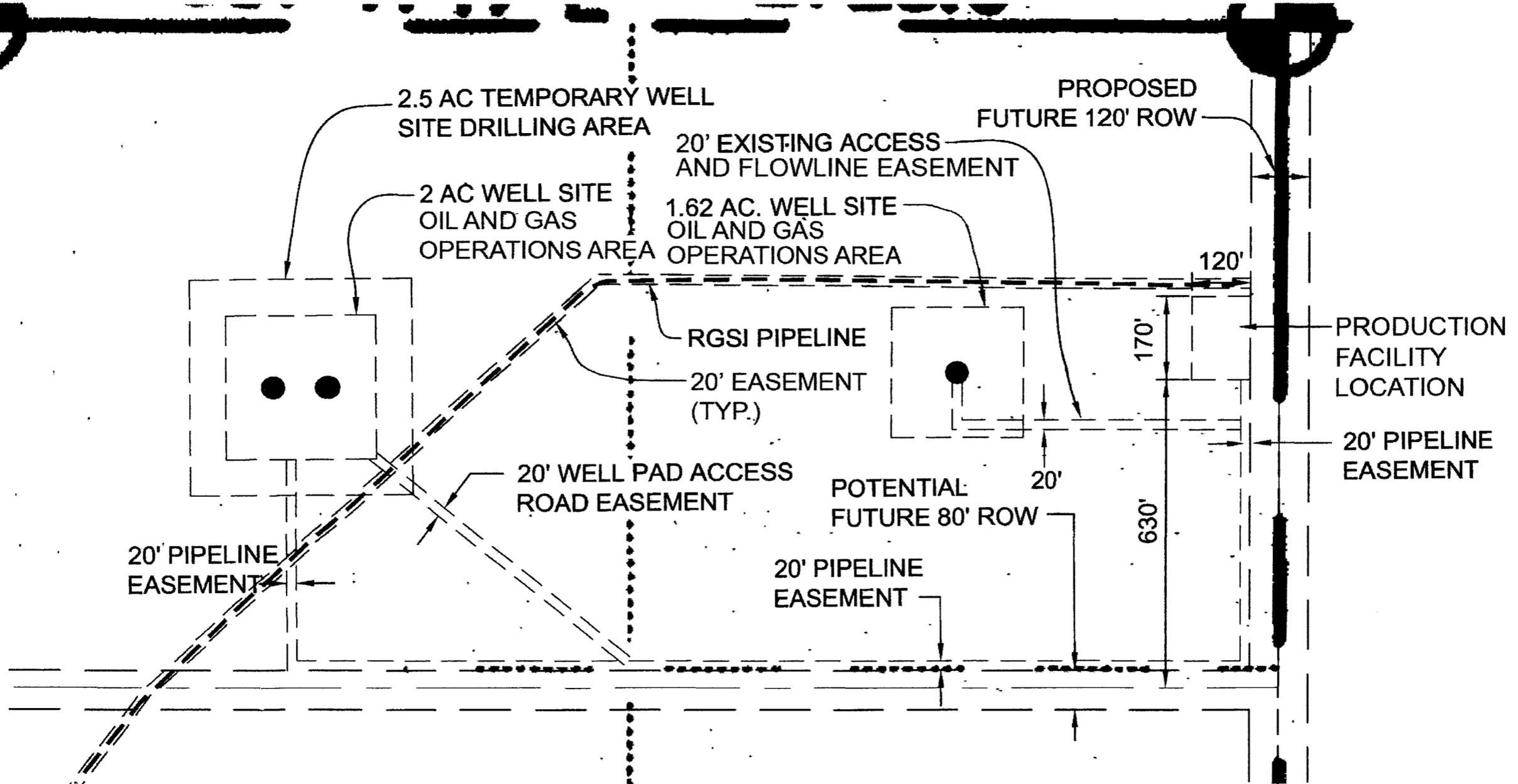
Legal Description

Township 4 North, Range 67 West
Section 16: N/2NE/4
Weld County, Colorado

Exhibit B
to
**Surface Use Agreement effective December 4, 2008 between the
Archdiocese of Denver and Kerr-McGee Oil & Gas Onshore LP**

See attached Well Pad, Access Road and Pipeline map consisting of one page.

EXHIBIT B : WELL PAD ACCESS ROAD AND PIPELINE EASEMENT



ARCHDIOCESE OF DENVER
JOHNSTOWN 80-ACRE PROPERTY (N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 16 T4N R67W 6TH P.M.)
WELL PAD AND PIPELINE EASEMENT EXHIBIT

NOTE: ALL DIMENSIONS AND LOCATIONS SHOULD BE CONSIDERED APPROXIMATE PENDING SURVEY.

DECEMBER 4, 2008

DSW
 DESIGN STUDIOS WEST, INC.
1475 Lawrence St. Suite 100, Denver, CO 80202
 (303) 673-6865 FAX (303) 623-9758

SCALE: 1" = 200'

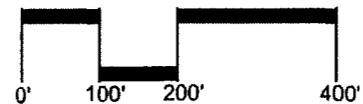


EXHIBIT C

Attached to and made a part of that certain Surface Use Agreement between Kerr-McGee Oil & Gas Onshore LP and Archdiocese of Denver effective December 4, 2008

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this ____ day of _____, 2008, from the ARCHDIOCESE OF DENVER, a Colorado corporation sole, as trustee for the benefit of the Archdiocese of Denver, a public juridic person under the 1983 Code of Canon Law of the Roman Catholic Church, whose address is 1300 South Steele Street, Denver, Colorado 80210 ("Grantor"), to KERR-McGEE GATHERING LLC, a Colorado limited liability company, whose address is 1099 18th Street, Denver, Colorado 80202 ("Grantee"). 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 Grantee, its successors and assigns, a non-perpetual right-of-way and non-exclusive easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election, one pipeline and all appurtenances, below and/or above ground, including but not limited to launchers and receivers, 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 4 NORTH, RANGE 67 WEST, 6TH PM
Section 16: N/2NE/4

The specific route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") is more particularly described on Exhibit "A" attached hereto and made a part hereof. The width of the Right-of-Way Lands during construction shall be fifty feet (50') and subsequent to construction shall be twenty feet (20').

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Right-of-Way Lands and has full right, power and authority to make this Grant.

Grantee shall lay all pipe at a depth of not less than 48 inches. Grantee shall repair and/or restore any fence on or adjacent to the Right-of-Way Lands removed or severed by Grantee in the course of the operations provided for in this Grant. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fences.

Grantee 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 the Right-of-Way Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without prior written consent of Grantee, which consent shall not be unreasonably withheld. Other utilities may be placed in the Right-of-Way Lands parallel to Grantee's pipeline so long as the horizontal separation from the centerline of Grantee's pipeline is at least 10 feet (10'). Grantor retains the right to landscape over the Right-of-Way Lands with grass, shallow root shrubs and gravel paths. Grantee shall not be liable for damage to landscaping or gravel paths placed in the Right-of-Way Lands. Grantor shall have the right to cross the Right-of-Way Lands with roads, utilities and fences placed at substantially right angles.

Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from Grantee's activities and operations on the Right-of-Way Lands; and, Grantor shall pay for, reimburse, indemnify and hold Grantee 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 in writing signed by all parties hereto.

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 Grantee.

Grantee agrees to level and restore any lands that may have excessive settling from its operations and sufficiently compact the soil within a reasonable period of time after completion of construction.

This Grant shall last as long as Grantee is using the pipeline to transport hydrocarbons. If there is a cessation in the transportation of hydrocarbons for twenty-four (24) consecutive months or longer, other than for any cause not reasonably within Grantee's or the lessee's control, the pipeline will be deemed to be abandoned. Upon the abandonment of a pipeline, Grantee shall abandon and reclaim the pipeline in accordance with the applicable rules and regulations of the Colorado Oil and Gas Conservation Commission.

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

IN WITNESS WHEREOF, the parties have executed this Grant as of the date first above written.

Grantor:
ARCHDIOCESE OF DENVER, a
Colorado corporation sole, as trustee for the
benefit of the Archdiocese of Denver, a public
juridic person under the 1983 Code of Canon
Law of the Roman Catholic Church

Grantee:
Kerr-McGee Gathering LLC, a Colorado
Limited Liability Company
By its Agent, Kerr-McGee Oil & Gas
Onshore LP

By: _____

By: _____
Jane Ann Byroad
Agent and Attorney-in-Fact

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008
by _____ for the ARCHDIOCESE OF DENVER, a Colorado corporation sole, as trustee
for the benefit of the Archdiocese of Denver, a public juridic person under the 1983 Code of Canon Law of the
Roman Catholic Church.

Witness my hand and official Seal.

My Commission Expires:

Notary Public:

STATE OF TEXAS)
)ss.
CITY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Jane Ann
Byroad, as Agent and Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership,
in its capacity as Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such
company.

Witness my hand and official Seal.

My Commission Expires:

Notary Public:

Exhibit D

to

**Surface Use Agreement effective December 4, 2008 between the
Archdiocese of Denver and Kerr-McGee Oil & Gas Onshore LP**

**See attached as-built survey of Kerr-McGee Gathering LLC pipeline located in the
N/2NE/4 consisting of one page.**

Exhibit E
to
**Surface Use Agreement effective December 4, 2008 between the
Archdiocese of Denver and Kerr-McGee Oil & Gas Onshore LP**

See attached Kerr-McGee Guidelines consisting of four pages.



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

placed within the KMG easement or adjacent to the KMG easement. Any deviation from the 10.0' horizontal requirement must be approved in writing by KMG and an "as built survey" provided to KMG after installation.

- The foreign utility should be advised that KMG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMG's. At the request of KMG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMG. All costs associated with the correction of cathodic protection interference issues on KMG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- The developer shall understand that KMG whether specifically required per federal law, or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMG, the safety of the public, contractor, KMG personnel and KMG facilities.
- On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- AC Electrical lines must be installed in conduit and properly insulated.
- On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMG ROW.
- No power poles, light standards, etc. shall be installed in the KMG easement without written approval by KMG.
- KMG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMG's sole discretion, and may exceed any regulatory requirements.

Construction

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



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

- The use of probing rods for pipeline locating shall be performed by KMG representatives only, to prevent unnecessary damage to the pipeline coating. A KMG representative shall do all line locating.
- Notification shall be given to KMG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMG's work site representative. Any Contractor schedule changes shall be provided to KMG immediately.
- Heavy equipment will not be allowed to operate directly over KMG pipelines or in KMG ROW unless written approval is obtained from KMG. Heavy equipment shall only be allowed to cross KMG pipelines at locations designated by KMG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMG.
- Contractor shall comply with all precautionary measures required by KMG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KMG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMG's facility. At no time will cover be reduced to less than 36" without written approval by KMG and a KMG representative on site.
- A KMG representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KMG pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KMG representative being on site. Contractor shall use extreme caution and take any appropriate measures to protect KMG facilities.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMG facility. KMG personnel must be present.
- Temporary support of any exposed KMG pipeline by Contractor may be necessary if required by KMG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KMG's facilities unless blasting notification is given to KMG including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

KMG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMG's facilities as a result of their activities whether or not KMG representatives are present. KMG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 200 feet of KMG's facilities unless blasting notification is given to KMG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMG. A written emergency plan shall be provided by the organization responsible for blasting.

KMG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.

- **Any** contact with any KMG facility, pipeline, valve set, etc. shall be reported immediately to KMG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.