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Steve Moreno - Clerk and Recorder, Weld County,

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is dated June 24, 2013, and is effective on the effective date described herein in section 23 and is by and among ANADARKO E&P ONSHORE LLC ("Anadarko E&P"), formerly known as Union Pacific Resources Company, ANADARKO LAND CORP. ("Anadarko Land"), formerly known as Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; KERR-McGEE OIL & GAS ONSHORE LP ("Kerr-McGee") with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202; KERR-McGEE GATHERING LLC ("KMGG"), an affiliate of Kerr-McGee, also with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202; NOBLE ENERGY, INC. ("Noble") with an address of 1625 Broadway, Suite 2200, Denver, Colorado 80202 and HEARTLAND RENEWABLE ENERGY, LLC ("Surface Owner") with an address of 2400 Trade Center Avenue, Suite 201, Longmont, Colorado 80503. The Anadarko Entities, Kerr-McGee and Noble are referred to hereinafter individually or collectively as an "Oil Company" or the "Oil Companies." Surface Owner and the Oil Companies are sometimes referred to hereinafter alone or collectively as a "Party" or the "Parties."

A. This Agreement applies to property described as a portion of the SE/4 of Section 25, Township 4 North, Range 65 West in Weld County that includes the W/2SE/4 and a portion of the E/2SE/4, all as more specifically described in Exhibit 1 and hereinafter referred to as the "Property."

B. Surface Owner is a party to a contract to purchase the entire Property, and Surface Owner shall enter into this Agreement at the time it purchases the Property and prior to entering into any agreement pursuant to which it encumbers the Property or any portion of the Property by deed of trust, mortgage, lien or other encumbrance.

C. Surface Owner proposes to develop the Property for a renewable energy and solid waste disposal facility and has applied to Weld County for approval of a use by special review and site development plan.

D. The Anadarko Entities own all of the minerals that underlie the Property, with Anadarko E&P owning the oil, gas and associated liquid hydrocarbons under the Property, and Anadarko Land owning both the minerals exclusive of oil, gas and associated liquid hydrocarbons and also a reversionary interest in the oil, gas and associated liquid hydrocarbons under the Property.

E. Kerr-McGee and Noble each owns certain oil and gas leasehold interests in the Property that the particular company derived through the Anadarko Entities or a predecessor company to one of the Anadarko Entities.

F. Noble operates five producing oil and/or gas wells on the Property known as: i) the Ocoma G25-23 in the center of the SE/4; ii) the Ocoma G25-10 in the NW/4SE/4; iii) the Ocoma G 25-16 and the Shelton G 36-27, both in the SE/4SE/4; and iv) the Ocoma G25-15 in the SW/4SE/4, and Noble has rights to drill additional wells on the Property.

G. Kerr-McGee also has rights to drill oil and gas wells on the Property.

H. The five wells identified in Recital F are hereinafter referred to individually or collectively as an "Existing Well" or the "Existing Wells."

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

J. KMGG enters into this Agreement only in its capacity as the entity which does or may gather and transport oil, gas, petroleum products, water, hydrocarbons and other substances and any products, derivatives, combinations or mixtures of any of the foregoing (altogether the "Products") produced or transported from the Property and/or other property.

K. This Agreement is limited to the compatible development of the surface estate and the oil and gas estate for the Property; it does not in any respect apply to the minerals other than the oil, gas and associated liquid hydrocarbons that are owned by Anadarko Land.

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

1. Oil and Gas Operations Areas.

a. The Oil Companies shall drill and operate oil and gas wells on the Property only within the four locations depicted on Exhibit 2, such locations being hereinafter referred to individually or collectively as an "Oil and Gas Operations Area" or the "Oil and Gas Operations Areas."

b. The Oil and Gas Operations Areas in the NW/4SE/4 and the SW/4SE/4 each includes an Existing Well and consists of a circle with a radius of 200 feet as depicted on Exhibit 2. The Oil and Gas Operations Area in the center of the SE/4 includes an Existing Well and is partially located on the Property and partially located on lands adjacent to the Property, and, to the extent, located on the Property, shall be the size and configuration depicted on Exhibit 2. The Oil and Gas Operations Area in the SE/4SE/4 ("SE/4SE/4 Location") consists of a total of 27.5 acres, includes two Existing Wells, and shall be in the size and configuration depicted on Exhibit 2.

c. The Oil and Gas Operations Areas shall be made available to the Oil Companies for their exclusive use (except as provided in subsection 1.e.), in their present condition for oil and gas operations to be conducted by the Oil Companies, including, but are not limited to, drilling and completion and production activities, maintenance, workovers, well deepenings, recompletions, fracturing, re-fracturing, twinning, and the drilling of replacement wells and the location of associated oil and gas production and drilling equipment and facilities and flowlines and portions of pipelines.

d. The Oil Companies, to the extent of their respective oil and gas interests and oil and gas leasehold interests, shall continue to have the right to drill one or more wells with attendant facilities within the Oil and Gas Operations Areas and to deepen, recomplate or twin any well that is drilled or has been drilled, including vertical, directional and horizontal wells that produce from and drain the Property and lands other than the Property.

e. Except for: i) the parking area depicted on Exhibit 2 that encroaches within the Oil and Gas Operations Area in the center of the SE/4; and ii) the soil amendment storage area that encroaches within the Oil and Gas Operations Areas in the SW/4SE/4 and the SE/4SE/4 Location as specifically depicted on Exhibit 2, Surface Owner shall not install or construct any other surface improvements on within the Oil and Gas Operations Areas, including temporary or permanent structures, buildings, and improvements, fences, roadways, landscaping, irrigation systems, parking areas, or trails within or beneath the Oil and Gas Operations Areas or the pipeline easement areas provided for herein, Surface Owner shall also not plat any surface property line within the Oil and Gas Operations Areas.

2. Production Facility Location.

a. The Oil Companies shall have the right to locate build, repair and maintain tanks, separators, dehydrators, compressors, flowlines, pipelines and all other associated drilling and production equipment within all Oil and Gas Operations Areas and also within the "Production Facility Location" depicted on Exhibit 2 and hereinafter referred to as such and generally located near the boundary of the S/2SW/4SE/4 of Section 25.

b. The Production Facility Location includes the area depicted on Exhibit 2.

c. Section 1.e. applies to the Production Facility Location *mutatis mutandi*.

3. Access to Oil and Gas Operations Areas and Production Facility Location.

a. Access to Oil and Gas Operations Areas and Production Facility Location. Surface Owner acknowledges and understands that the Oil Companies have the right to continue to use the access routes that they are currently utilizing to access the Oil and Gas Operations Areas and the Production Facility Location as depicted on Exhibit 2, until such time, if at all, that the applicable Parties agree to the relocation of an access route. Access to the SE/4SE/4 Location shall be at the location depicted on the Exhibit.

b. Relocation of Access Roads. Access to Oil and Gas Operations Areas, including the SE/4SE/4 Location, and the Production Facility Location as depicted on Exhibit 2 may be changed in the future by mutual agreement of Surface Owner and the applicable Oil Company; provided however, all costs and expenses of a relocation shall be borne by the Party that requests the relocation.

c. Maintenance and Use of Joint Access Roads. Surface Owner shall keep roads jointly used by Surface Owner or its employees, invitees, agents or representatives and one or more of the Oil Companies in good condition and repair until they are dedicated to a local

jurisdiction; provided, however, if an Oil Company causes damage to a road that is built to the specifications in subsection 3.e. (1), it shall promptly repair any damage that it causes that is a direct result of its use of the road.

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

e. Construction and Width of Access Roads.

(1) Access roads that are jointly used by the Oil Companies and Surface Owner shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all paved or improved 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. Subject to the obligation of an Oil Company to pay for or repair damage to a road jointly used by Surface Owner and the Oil Companies that it causes, Surface Owner shall pay all costs of general maintenance for such roads.

(2) Access roads that are used exclusively by the Oil Companies shall be generally thirty (30) feet in width, and the Oil Companies shall install and maintain them to applicable Colorado Oil and Gas Conservation Commission ("COGCC") standards.

4. Pipelines, Flowlines and Pipeline Easements.

a. Well Connections. Subject to the limitations herein, the Oil Companies and KMGG or other designated gas gatherer, has a continuing right and entitlement to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to their operations on the Property.

b. Location of Pipeline Easements and Certain Flowlines.

i) Flowlines and pipeline easements that are currently located on the Property and that are outside the Oil and Gas Operations Areas are generally in the locations depicted on Exhibit 2.

ii) Pipelines and pipeline easements to service future wells drilled within the SE/4SE/4 Location and located outside the SE/4SE/4 Location shall be at the locations depicted on Exhibit 2. Surface Owner shall grant the Oil Companies, or KMGG at the request of an Oil Company, written pipeline easements (for production from the Property and other lands) upon the request of an Oil Company and at no cost to it, such pipeline right-of-way grant to be in the form attached hereto as Exhibit 3.

c. Relocation of Pipelines, Flowlines and Pipeline Easements. The locations of pipelines, flowlines and such easements may be changed by mutual agreement of Surface Owner and the appropriate oil and gas interest owners; provided, however, all costs and expenses of

such relocations shall be borne by the Party which requests the relocation. In the event that Surface Owner requests the relocation of a pipeline or flowline, the applicable Oil Company or KMG, shall provide Surface Owner with a written estimate of the relocation costs. If Surface Owner wishes to proceed with the relocation, Surface Owner shall promptly remit the amount of the estimate. The payment shall be adjusted up or down upon completion of the work and after an itemized statement is provided to Surface Owner.

d. Width of Pipeline Easements. Pipeline easements shall be seventy-five (75) feet in width during construction activities and fifty (50) feet in width for all operations, maintenance and transportation activities. Flowlines shall be generally thirty (30) feet in width for all operations.

e. Use of Easements. Pipeline easements shall be for the exclusive use of oil and gas production operations; provided, however, the easements may be shared by the Oil Companies and their affiliates, lessees, assignees of lessees, and successors and assigns. In addition, Surface Owner shall be entitled to reserve the right to cross the pipeline easements; provided that, such crossing is made at an angle of between 60 degrees and 90 degrees. Surface Owner shall also have the right to install and maintain easements that are both adjacent to and within the easements identified herein, for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however; i) any new underground facilities which travel along a pipeline easement identified herein shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline provided for herein; and iii) any overhead power lines shall be at least twenty (20) feet above the ground.

f. KMG Guidelines. Surface Owner acknowledges that it has received a copy of a document from Kerr-McGee titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 1/2011) with which Surface Owner agrees to comply and that is attached hereto as Exhibit 4.

g. Construction of New Roads Over Existing Pipelines. Surface Owner will provide the Oil Companies with at least fourteen (14) days advance written notice before it begins to pave current and future streets and roads where intrusion upon access routes and/or pipeline easements provided for herein may occur. Surface Owner will pothole or request that the Oil Companies or applicable gas gatherer pothole the pipelines to check the depth of such pipelines. Prior to installation of a new road by Surface Owner, the Oil Companies or KMG or other gas gatherer will lower, as required, the affected pipelines to sufficient depth for the road elevations or, in the alternative and in its discretion, either sleeve the pipeline or enclose it in reinforced pipe. The reasonable costs of subgrade work and to lower, sleeve or enclose the pipeline in reinforced pipe shall be paid by Surface Owner in advance of the work. In all cases, Surface Owner shall not install the portion of the road that crosses a pipeline until the pipeline has been lowered, sleeved or installed in reinforced pipe as deemed necessary by the Oil Company, KMG or other designated gas gatherer.

h. Minimum Ground Cover to be Maintained. Surface Owner shall maintain a minimum ground cover of 48 inches and no more than 72 inches over pipelines and flowlines in the conduct of its operations and construction activities on the Property.

i. Payment for Curb Cuts. Surface Owner shall obtain and pay the costs to obtain from the local jurisdiction, as necessary, permits for curb cuts as deemed necessary by the Oil Companies, such curb cuts to be approximately forty (40) feet in width.

5. Notice of Commencement of Surface Construction and Drilling Activities.

a. Surface Owner Notice. Surface Owner shall give advance notice to and meet at the site with representatives of the appropriate Oil Companies to locate existing pipelines and flowlines and to coordinate proposed surface construction activities with current and prospective oil and gas operations.

b. Oil Company Notice. The applicable Oil Company shall give notice to Surface Owner of proposed drilling activities on the Property in accordance with COGCC rules and regulations and this Agreement.

6 Surface Construction Activities.

a. Shut-In Production Payments. An Oil Company may, in its discretion, for safety purposes, shut in any pipeline or flowline over which Surface Owner's heavy earth moving equipment is to be run. Further, Surface Owner may request or an Oil Company may elect, in its discretion, to shut in one or more of its wells during Surface Owner's construction activities on the surface of the Property. Surface Owner shall notify the applicable Oil Company at least twenty (20) days before Surface Owner intends to commence construction activities where it will utilize heavy equipment or other equipment that may cause damage to the Oil Company's flowlines or pipelines. During the period of shut-in of any well, pipeline or flowline (either at the request of Surface Owner or at the discretion of the Oil Company as provided herein), Surface Owner shall pay the applicable Oil Company for each shut-in the amount of \$1,000.00 per day for each day that a well is shut-in.

Surface Owner shall also pay the Oil Company any costs to rework the well in order to place the well in production status after the shut-in and costs to replace pipelines and flowlines that are damaged by the construction activities of Surface Owner.

b. Electrical Equipment. Surface Owner shall pay the applicable Oil Company or Oil Companies all costs that the Oil Company incurs to change electrical equipment at an Oil and Gas Operations Area where the Oil Company is required to make the change because of impending or actual surface development of the Property.

7. Plats and Site Plans and Local Regulations.

a. In 2010 Surface Owner applied to Weld County ("County") for a site specific development plan and special use permit. The Oil Companies acknowledge that the footprint for the surface uses and improvements that Surface Owner plans to construct on the Property and

that were submitted to the County for approval in 2010 are specifically depicted and identified on the attached Exhibit 2 ("Surface Footprint"). The Parties acknowledge and agree that they used the Surface Footprint to identify the surface locations for oil and gas wells and associated drilling and production equipment described in this Agreement.

b. Surface Owner shall identify the Oil and Gas Operations Areas, Production Facility Location and all present and future access routes and pipeline easements on all subdivision plats, special use permit applications and in all applications for development and amendments to applications for development that it files in the future with the County or other local jurisdiction, as well as setbacks between Oil and Gas Operations Areas and the Production Facility Location and planned and existing lot lines, and the plats and site plans 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 or beneath the Oil and Gas Operations Areas, Production Facility Location or pipeline easement areas, except as provided in this Agreement. Surface Owner shall record the site plan or subdivision plat, as applicable, in the Office of the Clerk and Recorder of Weld County and provide written evidence to the Oil Companies of the recording.

8. Waiver of Surface Damage Payments. Surface Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law, lease, or prior agreement for each and every well and related wellsite that is drilled and located within an Oil and Gas Operations Area and for the Production Facility Location and all associated oil and gas equipment and facilities, flowlines, pipeline easements and access roads. The Oil Companies or their lessees or their assignees may provide a copy of this Agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver.

9. Waiver of Setback Requirements. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rules 603 and 604 (including high density setback rules and all Exception Zone Setbacks), or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that the Oil Companies may cite the waiver in this section 9 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

10. Governmental Proceedings.

a. Surface Owner will not Object. Provided that the location for a proposed well is within an Oil and Gas Operations Area and that proposed oil and gas operations are otherwise consistent with this Agreement, Surface Owner agrees that: i) it will not object in any forum to the use by the Oil Companies of the surface of the Property and hereby waives any such right to object; ii) it will provide such other written approvals and waivers which are reasonably requested by an Oil Company, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation,

including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location; iii) it waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill a well and hereby agrees not to request such conditions; iv) it consents to the location of multiple wells within an Oil and Gas Operations Area that are greater or less than fifty feet apart so long as all such wells are located within an Oil and Gas Operations Area.; v) it consents to, waives its rights, and covenants that it will not protest or object to any exception location or application for an exception location by the Oil Companies; and vi) it waives its rights to object, request a hearing before the COGCC or request that conditions be attached to a COGCC permit to drill and to allege noncompliance with COGCC rules or applicable statutes, or to allege potential adverse impacts to public health, safety, and welfare, including the environment and wildlife resources, that are within the jurisdiction of the COGCC with respect to COGCC Applications for Permit to Drill ("Form 2") and COGCC Oil and Gas Location Assessments ("Form 2A"). The waivers and consents described in this subsection 10.a. shall not limit, diminish, alter or modify in any way the specific indemnification obligations of the Oil Companies contained in sections 16 and 17 of this Agreement.

b. Oil Companies Will Not Object. The Oil Companies agree that they will not object in any forum to a request by Surface Owner to annex, zone, rezone, plat or replat all or any portion of the Property to extent such request is consistent with this Agreement and the attached Exhibits. This waivers and consents described in this subsection 10.b. shall not limit, diminish, alter or modify in any way the specific indemnification obligations of Surface Owner contained in sections 16 and 17 of this Agreement.

11. Notices of Hearings. Surface Owner shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for consideration of a plat application or other land use application for the Property or portions of the Property to be held before any local jurisdiction.

12. Notice of Oil and Gas Operations. The Oil Companies shall provide Surface Owner with notice of drilling operations and subsequent well operations in accordance with COGCC rules and regulations.

13. Impact Mitigation.

a. Oil Company Mitigation. The Oil Companies shall install and maintain at their sole cost and expense such fences, gates and locks around the wells and production facilities as are required by the COGCC.

b. Surface Owner Mitigation. Surface Owner shall bear all costs to install such noise and visual impact mitigation measures it desires or a local jurisdiction requires at or around the Oil and Gas Operations Areas or Production Facility Location that are in excess of or in addition to those measures that are required by COGCC regulations; provided, however, the operator of the well at the particular Oil and Gas Operations Area or Production Facility

Location shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

c. Fencing Around Solid Waste Disposal Facility. Surface Owner intends to install barbed wiring fencing at the locations depicted on Exhibit 2 and also gates at the five locations shown on the Exhibit, one at the boundary line between the east half and west half of the SE/4, two along the southern boundary of the W/2SE/4 and two along the north side of the entrance road, one on the east end and one on the west end.

- (i) Removal and Replacement of Fencing. The Oil Companies shall give Surface Owner at least seven (7) days advance written notice that they or one of them intends to conduct oil and gas operations on the Property such that a portion of the fencing will need to be removed. Surface Owner shall remove the portions of the fence designated by the Oil Companies within five (5) days of the date of the notice. In the event that Surface Owner fails or refuses to remove the fence, the Oil Companies may remove the fence at the sole cost and expense of Surface Owner and with no liability to the Oil Companies for damages or injuries to persons or property from their non-negligent operations in the removal of the fence.
- (ii) Installation and Use of Gates. In furtherance of its development of the Property, Surface Owner intends to install gates at the locations depicted on Exhibit 2 at its sole cost and expense. Surface Owner shall provide the Oil Companies with keys to the gates at the time the gates are installed.
- (iii) Emergency Operations. Notwithstanding subsections c.(i) and (ii), the Oil Companies shall have access to the Oil and Gas Operations Areas, Production Facility Location, flowlines and pipeline easements in the event of an emergency and shall have no liability to Surface Owner for damage to fences and gates in the event an Oil Company is required to remove portions of fences and gates in such circumstances.

14. Drilling and Completion Operations. The Oil Companies 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 and all objections to continuous (i.e., 24-hour) drilling operations.

15. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between or among the Oil Companies. Nothing in this Agreement creates any leasehold rights in any party where none presently exist. The liability of the Oil Companies to perform any obligation hereunder or to comply with any agreement included herein or with any state or local rule or regulation is individual and several and not joint or collective. This Agreement does not create a joint venture or partnership between or among the Oil Companies. The Anadarko Entities shall in no event be liable for the acts or omissions of their lessees or the assignees of the lessees or the contractors, subcontractors, agents or representatives of their lessees or assignees of lessees.

16. Limitation of Liability, Release and Indemnity.

- a. No Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any 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 17 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each Party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each Party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each Party shall release, defend, indemnify and hold the other Parties, their 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 Parties to this Agreement other than the right to be indemnified for Claims as provided herein;
- c. Upon the assignment or conveyance of a Party's entire interest in the Property, that Party shall be released from its indemnification in subsection 16.b. above, for all actions or occurrences happening after such assignment or conveyance.

17. Environmental Indemnity.

The provisions of section 16 above, except for subsection 16.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of subsection 16.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 interests or leasehold interests, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;
- b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of

the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and

- c. Environmental Indemnification. Each of the Oil Companies shall defend, indemnify and hold harmless Surface Owner, its successors and assigns, from Environmental Claims relating to the oil and gas interests of the particular Oil Company on the Property or that arise out of its own operations on the Property or that of its agents, contractors and subcontractors; provided, however, the Anadarko Entities shall not be liable for such Environmental Claims that arise from the operations of their lessees or the assignees of their lessees or any contractor, subcontractor, agent or representative of their lessees or assignees of their lessees. Surface Owner shall defend, indemnify and hold harmless the Oil Companies, their lessees, successors and assigns, from Environmental Claims relating to the Property that arise out of Surface Owner's ownership, leasehold interests, operations or development of the Property.

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

19. Notice of Claim for Indemnification. If a Claim is asserted against a Party for which another Party would be liable under the provisions of sections 16 and 17 above, it is a condition precedent to the indemnifying Party's obligations hereunder that the indemnified Party gives the indemnifying Party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified Party, including a copy of the Claim (if it is a written Claim). The indemnified Party shall make a good faith effort to notify the indemnifying Party within five days of receipt of a Claim and shall affect such notice in all events within such time as will allow the indemnifying Party to defend against such Claim.

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

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

22. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to any Oil and Gas Operations Area or the Production Facility Location, except as specifically provided in this Agreement. Failure of any Party to insist upon or enforce any right under this Agreement shall not constitute a waiver or modification of such right.

23. Effective Date. This Agreement shall become effective on the date all of the following occur: i) it is signed by all of the Parties; and ii) Surface Owner purchases all of the Property ("Effective Date"). In the event that Surface Owner does not purchase the entire Property on or before September 30, 2013, this Agreement shall automatically terminate and have no further force and effect.

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

25. 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 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.

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

27. Recording. Surface Owner shall record this Agreement with the Clerk and Recorder of Weld County as described in section 24 and provide evidence to the Oil Companies of the recording.

28. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

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

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

Anadarko E&P,
Anadarko Land Corp.
and Kerr-McGee
and KMG:

Anadarko Petroleum Corporation
Attention: Director of Lands Denver Basin
1099 18th Street, Suite 1800
Denver, Colorado 80202
Fax: (720) 929-7469

Noble:

Noble Energy, Inc.
1625 Broadway, Suite 2200
Denver, Colorado 80202
Fax: (303) 228-4285

Surface Owner:

Heartland Renewable Energy, LLC
2400 Trade Center Avenue, Suite 201
Longmont, Colorado 80503
Jim.potter@agenergyusa.com

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

31. Incorporation by Reference. Exhibits 1, 2, 3, and 4 are incorporated into this Agreement by this reference.

32. Entire Agreement. This Agreement sets forth the entire understanding among the Parties as to the matters covered herein and supersedes any previous communications, representations or agreements, whether oral or written on such matters. No change of any of the terms or conditions herein shall be valid or binding on any Party unless in writing and signed by an authorized representative of each Party.

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

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by a duly authorized representative on the dates set forth in the acknowledgements, but to be effective on the Effective Date.

KERR-McGEE OIL & GAS ONSHORE
LP

By: [Signature]
Name: David Bell
Its: Agent and Attorney-in-Fact *MMB TDE*

ANADARKO E&P ONSHORE LLC

By: [Signature]
Name: David Bell
Its: Agent and Attorney-in-Fact

M
NOBLE ENERGY, INC.

By: [Signature]
Name: P. David Padgett
Its: Attorney-in-Fact *PGL*

MMB TDE
ANADARKO LAND CORP.

By: [Signature]
Name: David Bell
Its: Agent and Attorney-in-Fact *MMB TDE*

HEARTLAND RENEWABLE
ENERGY LLC

By: [Signature]
Name: JAMES S. RITTER
Its: PRESIDENT

KMGG signs this Agreement its capacity as the entity which does or may in the future gather and transport gas and other Products from wells drilled on the Property or other lands and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the obligations in section 4 of this Agreement. KMGG makes no representations regarding the locations of pipelines and pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibit 2. Nothing in this Agreement affects the easements that KMGG currently may have in place on the Property or constitutes a release by KMGG of any rights it currently owns on the Property.

KERR-McGEE GATHERING LLC

By: [Signature]
Name: RONALD OLSEN
Its: AGENT AND ATTORNEY-IN-FACT *MMB TDE*

ACKNOWLEDGMENTS

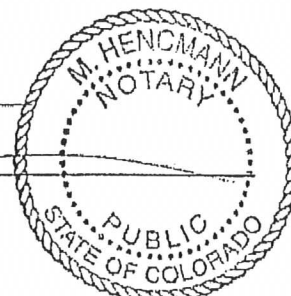
STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 26th day of June,
2013 by David Bell, as Agent and Attorney-in-Fact
for ANADARKO LAND CORP.

Witness my hand and official seal.

My Commission expires: 9/27/2015

[Signature]
Notary Public



My Commission Expires 9-27-2015

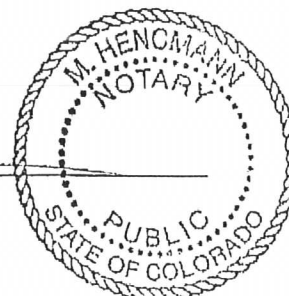
STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 26th day of June,
2013 by David Bell, as Agent and Attorney-in-Fact
for ANADARKO E&P ONSHORE LLC.

Witness my hand and official seal.

My Commission expires: 9/27/2015

[Signature]
Notary Public



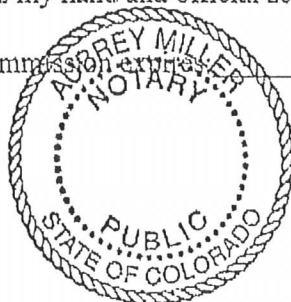
My Commission Expires 9-27-2015

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

The foregoing instrument was acknowledged before me this 27 day of
June, 2013 by Ronald Aisen, as
Agent & Attorney-in-Fact for KERR-McGEE GATHERING LLC.

Witness my hand and official seal.

My Commission expires: 3/18/2014



Aubrey Miller
Notary Public

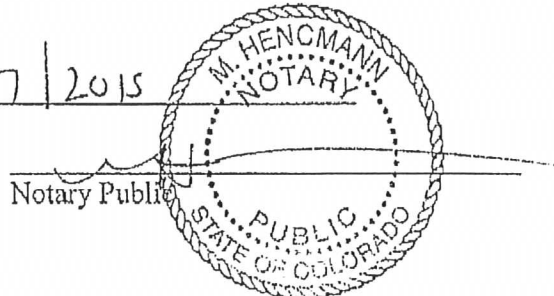
My Commission Expires 3/18/2014

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

The foregoing instrument was acknowledged before me this 26th day of June,
2013 by David Bell, as Agent and Attorney-in-Fact for KERR-
McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: 9/27/2015



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

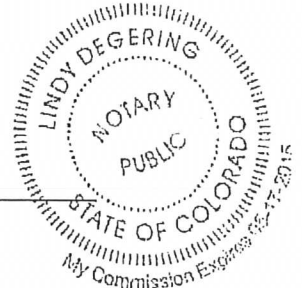
My Commission Expires 9-27-2015

The foregoing instrument was acknowledged before me this 25 day of June,
2013 by P. David Padgett, as Attorney-in-Fact for
NOBLE ENERGY, INC.

Witness my hand and official seal.

My Commission expires: 5-17-2015

Notary Public



STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 8 day of July,
2013 by James S. Potter as President
HEARTLAND RENEWABLE ENERGY, LLC.

Witness my hand and official seal.

My Commission expires: January 3, 2017

Notary Public

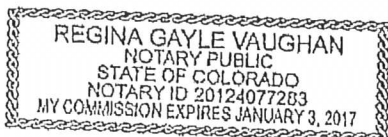


Exhibit 1

to

Surface Use Agreement dated June 24, 2013
among Anadarko E&P Onshore LLC, Anadarko Land Corp., Kerr-McGee Oil & Gas
Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described) Noble
Energy, Inc. and Heartland Renewable Energy, LLC

Legal Description

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 4 NORTH,
RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25,
TOWNSHIP 4 NORTH, RANGE 65 WEST, OF THE 6TH. P.M., TO BEAR SOUTH 89°53'33" WEST AND
WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 25, TOWNSHIP 4 NORTH,
RANGE 65 WEST SAID POINT BEING THE POINT OF BEGINNING;
THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25
S 89°53'33" W FOR A DISTANCE OF 2615.26 FEET TO THE SOUTH ONE QUARTER CORNER OF
SAID SECTION 25; THENCE ALONG THE NORTH-SOUTH MIDSECTION LINE N 00°00'59" E FOR A
DISTANCE OF 2640.04 FEET;
THENCE N 89°53'42" E FOR A DISTANCE OF 849.55 FEET;
THENCE N 89°53'33" E FOR A DISTANCE OF 472.47 FEET;
THENCE S 00°06'17" W FOR A DISTANCE OF 1706.31 FEET; THENCE N 89°02'38" E FOR A
DISTANCE OF 153.50 FEET TO A POINT OF CURVATURE; THENCE ON A CURVE TO THE LEFT,
HAVING A RADIUS OF 443.63, A CENTRAL ANGLE OF 38°45'26", FOR AN ARC DISTANCE OF
300.09 FEET, THE CHORD OF WHICH BEARS N 69°39'28" E FOR A DISTANCE OF 294.40; THENCE
N 50°16'16" E FOR A DISTANCE OF 393.43 FEET TO A POINT OF CURVATURE; THENCE ALONG A
CURVE TO THE RIGHT HAVING A RADIUS OF 496.07, A CENTRAL ANGLE OF 41°39'36", FOR AN
ARC LENGTH OF 360.69 FEET, THE CHORD OF WHICH BEARS N 70°06'07" E FOR A DISTANCE OF
352.80 FEET; THENCE
N 89°55'57" E FOR A DISTANCE OF 236.53 FEET TO A POINT ON THE EAST LINE OF SAID
SOUTHEAST 1/4; THENCE ALONG SAID EAST LINE S 00°11'36" W FOR A DISTANCE OF 1407.99
FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 115.55 ACRES

Exhibit 2

to

Surface Use Agreement dated June 24, 2013
among Anadarko E&P Onshore LLC, Anadarko Land Corp., Kerr-McGee Oil & Gas
Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described) Noble
Energy, Inc. and Heartland Renewable Energy, LLC

See attached land plan including proposed renewable energy facilities, Oil and Gas
Operations Areas, Production Facility Location, access roads and pipeline easements
consisting of one (1) page.

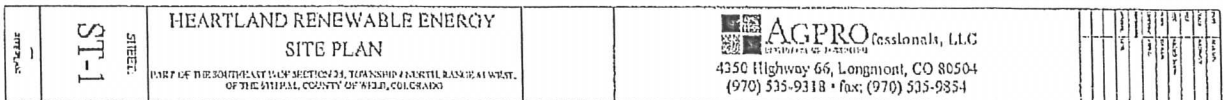


Exhibit 3

To

Surface Use Agreement dated June 24, 2013
among Anadarko E&P Onshore LLC, Anadarko Land Corp., Kerr-McGee Oil & Gas
Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described) Noble
Energy, Inc. and Heartland Renewable Energy, LLC

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this ____ day of _____, 2013, from HEARTLAND RENEWABLE ENERGY, LLC with an address of 2400 Trade Center Avenue, Suite 201, Longmont, Colorado 80503 ("Grantor") to KERR-MCGEE GATHERING LLC, a Colorado limited liability company, with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMGG"). The parties agree as follows:

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

TOWNSHIP 4 NORTH, RANGE 65 WEST, 6TH PM
Section 25: SE/4

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

KMGG, following the construction of a pipeline within the Right-of-Way Lands and at its sole cost and expense, shall provide Grantor with an as-built drawing of the pipeline within 60 days following the completion of construction.

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

Grantor represents and warrants to KMGG that Grantor is the sole owner in fee simple of the Right-of-Way Lands, subject to the burden of the Right-of-Way, and that Grantor has full right, power and authority to enter into this Grant.

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

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

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

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

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

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

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

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

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

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

Grantor:

Heartland Renewable Energy, LLC

Kerr-McGee Gathering LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ of Heartland Renewable Energy, LLC.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public

(SEAL)

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ of Kerr-McGee Gathering LLC.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public

(SEAL)

Exhibit 4

to

Surface Use Agreement dated June 24, 2013
among Anadarko E&P Onshore LLC, Anadarko Land Corp., Kerr-McGee Oil & Gas
Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described) Noble
Energy, Inc. and Heartland Renewable Energy, LLC

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



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

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

Design

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



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

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

Construction

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



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

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



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

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

Local Kerr-McGee Gathering LLC Representation:

Operations Manager

Kevin Osif, P.E.

Phone: (303) 655-4307

Staff Engineer:

Joseph E. Sanchez, P.E.

Phone: (303) 655-4319

Pipeline Foreman:

James Phillips

Phone: (303) 655-4343

Construction Foreman:

Jim McQuiston

Phone: (303) 655-4326

Construction Supervisor

Darrel Gentry

Phone: (303) 655-4326

Emergency Contacts:

On call supervisor

Phone: (303) 559-4001

Kerr McGee 24 hour emergency number

Phone: (303) 659-5922

One Call Emergency

Phone: 811