

the surface shall be reclaimed by the Surface Owner, except that any environmental contamination from the pipeline shall be remediated by the Oil Companies.

10. Plats and Local Applications. Surface Owners shall identify the oil and gas operations areas, access routes and pipeline and electrical easements in all applications for development they file with a local jurisdiction, and the plats shall include restrictions that no temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within the same. Surface Owner shall record the plats in the Office of the Clerk and Recorder of Weld County and provide written evidence to the Oil Companies of the recording.

11. Withdrawal of Objection. Upon the execution of this Agreement by all applicable Parties, the Oil Companies and KMGG agree to withdraw their objection to the application for development that Ranchview filed with the City for the Ranchview Property and indicate in the letter withdrawing the objection their agreement to relocate or abandon in place, as the case may be, the facilities; provided that, the application for development is otherwise in compliance with this Agreement and to the extent within the proposed final plat, depicts the locations of the oil and gas operations areas, access routes and pipeline and electrical easements reserved and agreed to by the Parties in this Agreement.

12. Waiver of Setback Requirements and Rules and Regulations.

- a. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Each Surface Owner hereby waives all setback requirements in COGCC Rule 603 and COGCC Rule 604, or any successor rule or amendment to the COGCC setback rules (including the high density setback distances and all Exception Zone setbacks), and to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies, or their successors and/or assigns, to explore for and produce the oil and gas in accordance with this Agreement.
- b. Surface Owner further and similarly waives all COGCC and local setback rules and regulations as an offset surface owner that apply to the locations of wells and associated production facilities on lands adjacent to the portion of the Property it owns provided that the setbacks from wells or facilities on adjacent property established by local regulations do not encroach on the Property. However, the Oil Companies will provide notices required by COGCC Rule 305.c.(1) and (2).
- c. Surface Owner understands that the Oil Companies may cite the waivers in this section 12 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

- d. The Parties acknowledge and agree that this Agreement constitutes a surface use agreement pursuant to COGCC Rule 604.b.(3).

13. Governmental Proceedings.

- a. *Surface Owner Will Not Object.* So long as Oil Companies comply with the terms of this Agreement, Surface Owner, with respect to its interests in the Property and as the owner of property adjacent to the parcel of the Property described in Exhibit 1, agrees: i) it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and hereby waives any such right to object; ii) it will provide such other written approvals and waivers that are requested by an Oil Company and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location; iii) it waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well and waives its right to request such conditions; iv) it consents to the location of multiple wells within an Oil and Gas Operations Area that are less than fifty (50) feet apart so long as all such wells are located as specified in this Agreement; and v) it waives its rights to object, request a hearing before the COGCC or that conditions be attached to a COGCC permit to drill pertaining to wildlife resources, that are within the jurisdiction of the COGCC with respect to COGCC Applications for Permit to Drill ("Form 2") and COGCC Oil and Gas Location Assessments ("Form 2A").
- b. *Oil Companies Will Not Object.* The Oil Companies agree that they will not object in any forum to a request by the applicable 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.

14. Notices of Hearings. The applicable 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 a local jurisdiction.

15. Notice to Purchasers, Tenants and Builders. The applicable Surface Owner shall furnish all buyers of the Property from the Surface Owner and current and future surface lessees with a plat or map showing the locations of the oil and gas operations areas, access routes and pipeline and electrical easements. In addition, the Surface Owner shall provide written notice to all builders, homeowners, homeowners associations and other buyers of the Property from the Surface Owner that: