OIL AND GAS OPERATOR AGREEMENT

This oil and gas operator agreement (the "**Agreement**") is entered into this 5 day of June 2019, between ConocoPhillips Company, a Delaware corporation, and its subsidiaries, and Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, (collectively "**Operator**") and the City of Aurora, Colorado, a municipal corporation ("**City**"), which may be collectively referred to herein as the "**Parties**", or individually as a "**Party**".

RECITALS

1. Operator engages in the exploration, development, drilling, production, and marketing of natural gas, oil, and natural gas liquids, in Colorado including in Aurora, Colorado ("**Operations**");

2. The Parties desire to enter into an Oil and Gas Operator Agreement to create a permitting and review process for New Wells on Well Sites that are located in the City which includes enhanced submittal, Best Management Practices ("**BMPs**") and notice requirements.

3. The Colorado Oil and Gas Conservation Act, C.R.S. § 34-60-101 et. seq. ("**Act**"), authorizes the Colorado Oil and Gas Conservation Commission ("**COGCC**" or "Commission") to adopt statewide rules and regulations and amend existing rules and regulations or promulgate new rules and regulations.

4. Pursuant to the Act, the COGCC has previously adopted and currently enforces statewide rules and regulations and written policies and permit conditions that address technical engineering issues associated with the drilling, development, and production of oil and gas wells within the City and it is anticipated that COGCC will propose and adopt revisions to these requirements over time.

5. The Colorado Air Pollution Prevention and Control Act ("**APPCA**"), C.R.S. § 25-7-101 et seq., authorizes the Colorado Department of Public Health and the Environment ("**CDPHE**") through its Colorado Air Quality Control Commission ("**AQCC**") to adopt emission control regulations for sources of air pollutants. CDPHE has promulgated specific emission control requirements for oil and gas facilities and it is anticipated that CDPHE will propose and adopt revisions to these requirements over time.

6. Operator's pipelines comply with current pipeline regulations and standards as defined by the American Society of Mechanical Engineers ("**ASME**"), the Pipeline and Hazardous Materials Safety Administration ("**PHMSA**"), and the Pipeline Safety Regulations located in the Code of Federal Regulations Title 49.

The Parties have previously entered into multiple agreements, which are listed on **Schedule 1**, addressing aspects of Operator's Operations not covered by COGCC regulations.

7. SB 19-181 authorizes local governments to enact more protective rules in order to protect and minimize adverse impacts to public health, safety, and welfare and the environment than the COGCC, to impose fines for leaks, spills, and emissions, and to impose fees to cover monitoring and inspection programs necessary to address the impacts of development and to enforce local governmental regulations. As between the Parties, if there are any conflicts between local government rules and this Agreement, this Agreement will control.

8. The Parties desire to reduce adverse impacts to public health, safety, and welfare and to the environment. The Parties have proposed BMPs that are more protective than the COGCC or AQCC regulations for use at Operator's Well Sites within the City.

Now therefore, the Parties agree as follows:

AGREEMENT

1. **Effective Date.** This Agreement will be effective upon the date of the last signature ("**Effective Date**").

2. **Term and Scope.** This Agreement is effective from the Effective Date and will continue in effect as long as the Operator owns an interest in and operates wells at the Well Sites ("**Term**"). This Agreement only applies to the Well Sites shown on **Exhibit A** and listed on **Exhibit B**. Operator may amend Exhibit A and B by submitting revisions to the City. Any revisions to Exhibit A and B must be approved by the City Council after public hearing.

3. **New Wells and Well Sites.**

   3.1. A "**Well Site**" means the well pads, including the well head, facilities, tanks, flowlines, meters, and any associated equipment on the pad necessary to operate a well.

   3.2. A "**New Well**" means any Operator-operated well spudded during the term of this Agreement within a Well Site shown on Exhibit A and listed on Exhibit B. A New Well does not include the re-entry of a previously drilled well.

   3.3. Operator may perform all Operations and any surface, re-entry, and downhole operations, and maintenance on the New Wells and Well Sites that Operator deems prudent and necessary.

4. **Development Schedule**. The Operator shall provide a summary of planned construction, drilling, and completions operations and an operational timeline to the City ("**Development Schedule**") annually. The Operator may revise the Development Schedule as it deems appropriate. The City will provide the capital improvement project schedule to the Operator annually.

5. **Limitation on Wells**. After December 31, 2024, Operator shall not attempt to drill any New Wells under the terms of this Agreement on Well Sites located in the following sections, as shown on **Exhibit A-1** ("**Term Well Sites**"):

   - Sections 17, 21, and 28, Township 4 South, Range 65 West, Arapahoe County, Colorado

   After this date, Operator may permit wells on the Term Well Sites by the City's permitting process in place at that time.

6. **Application of BMPs.** All Well Sites are subject to the BMPs as described in Exhibit C starting 30 days after the Effective Date. Exhibit B lists all Well Sites and the BMPs that do not apply to each Well Site.

7. **Operator's Best Management Practices at the Well Sites**. The Operator agrees to include on all Oil and Gas Assessments, COGCC Form 2As submitted to the Commission for any New Wells or Well Sites those BMPs which (1) the Commission has the ability to respond to and resolve potential complaints regarding the BMP and (2) the Commission has enforcement ability to which it can exercise through inspection to ensure compliance with the BMPs.

8. **Intent to Supplement State Rules and Regulations**. The Operator shall comply with all COGCC rules and regulations and AQCC rules regarding oil and gas development. The BMPs in this Agreement supplement and add to these applicable state rules and regulations. Operator shall also comply with applicable federal, state and local statutes, ordinances, rules, regulations and standards pertaining to public health, safety, and welfare and the environment. Operator shall comply with the more protective of the BMPs contained in this Agreement or applicable federal or state regulation over oil and gas. As between the Parties, if there are any conflicts between local government rules and this Agreement, this Agreement shall control.

9. **Well Site Analysis**. If legislation is passed allowing the City to require an analysis of alternate well sites be performed by Operator, any Well Site identified on Exhibit A will not require this analysis and will be deemed to have complied with any analysis requirement. The City shall honor existing contracts relating to surface use within boundaries of the City between Operator and other parties.

10. **Oil and Gas Permit Application Review Process.**

10.1. **Applicability**. This review process will apply to any New Well drilled on a Well Site in Exhibit A and B pursuant to this Agreement, except wells that have an approved permit from the City

10.2. **Pre-application Process**.

10.2.1.1. Operator shall request a pre-application meeting with the Office of Development Assistance prior to submitting an application for any Well Site which has not undergone the review process. The City shall schedule and hold the pre-application meeting within four (4) weeks of receipt of operator's request for the meeting.

10.2.1.2. Operator shall present the proposed project to the Office of Development Assistance to determine appropriate materials needed for the application, and any special conditions of the project.

10.2.1.3. A sketch plan and detailed description of the project must accompany the request for a pre-application meeting.

10.2.1.4. The City shall provide Operator with comments from the pre-application meeting within two weeks of the meeting.

10.2.1.5. The above pre application process shall not apply to the permits submitted to the City that are associated with the Well Sites listed on Schedule 2.

10.2.2. The Operator shall request a Pre-Submittal with the City to demonstrate the Operator's ability to comply with BMPs. The City shall schedule and hold the Pre-Submittal meeting within one (1) week of receipt of operator's request for the meeting.

10.2.3. At the Pre-Submittal Meeting, Operator shall request that a portal be opened to allow the application to be submitted. The City shall open the portal or respond to Operator why a portal has not been opened within 7 days.

10.2.4. Operator may submit the application. Operator shall not submit more than two OGP application per three weeks.

10.3. **Required Application Contents.** An Oil and Gas Permit ("OGP") application to the City contains the following:

1. Site Plan which depicts the following:
   - Well Site layout
   - New Wells
   - Proposed location of facilities
   - Road access
   - Haul Route
   - Existing easements and rights-of-way
   - Visible improvements within 500 feet of the New Well

2. Vicinity or Context Map
   - Map must be topographic
   - Must show water sources identified by the City
   - Must indicate distances to the nearest structure, municipal boundary, and subdivision boundary
3. Air Quality Plan
4. Fugitive Dust Suppression Plan
5. Emergency Response Plan
6. Fluid Disposal Plan
7. Groundwater Quality Monitoring Plan
8. PHA -HAZOP Analysis
9. Interim Reclamation Plan
10. Landscape Plan - (including fencing and other criteria listed in the BMPs).
11. Lighting Plan
12. Noise Management Plan
13. Operations Plan
14. Project Development Schedule
15. Traffic Letter or other analysis requested in the Pre-Application Notes & Traffic Management Plan
16. Visual Mitigation Plan
17. Weed Control Plan
18. Wildlife Impact Mitigation Plan (if applicable)
19. Water Delivery Agreement
20. Road Maintenance Agreement
21. Application form submittal
22. Submit to the City a copy of the Form 2A if already submitted to the COGCC which confirms the Operator's right to develop the mineral estate and the ownership of the surface information and any BMPs imposed by COGCC.
23. Recorded Surface Use Agreement
24. Storm Water Management Plan (Grading, Drainage and Erosion Plan)
25. License Agreements as applicable
26. Water Use Plan consistent with CDPHE Regulation 84

11. **Timing of Review Process, Completeness Determination Period.**

11.1. **City Completeness Determination**. The City will initiate a Pre-Acceptance Review to determine whether the OGP application is sufficient to begin the review process for any Well Site which is not listed on Schedule 2. During the Pre-Acceptance Review, the City will identify any deficiencies in the OGP application and will notify the Operator within two business days. If no deficiencies are identified, an invoice will be sent to the Operator and the fee must be paid prior to the City and outside agencies beginning review of the OGP application. If deficiencies are identified, the Operator shall

address them and resubmit the application. City will make completeness determination within two weeks of receipt of Operator's OGP.

11.2. **Timing of Review of Well Sites**. The City shall complete its review of the OGP application within 13 weeks of receipt of the OGP application package ("**Review Process**"), (does not apply to the Well Sites listed on Schedule 2). The 13 week time period is dependent on the Operator and the City complying with their specified timeframes below. The OGP must include all of the required application contents listed in this Agreement, unless otherwise agreed to by the City and the Operator.

Once the City begins the Review Process, the process is as follows:

1. The City shall complete its review of all OGP submittals within three weeks of receipt of the OGP.
2. Operator has three weeks to respond to the City's comments on the OGPs.
3. Following receipt of the Operator's response to City's comments, the City has three weeks to review Operator's response and provide Operator with any subsequent comments.
4. Operator has one week to respond to any the City's subsequent comments.
5. The City will issue a decision on the OGP application within 21 days of receipt of Operator's response to any comments.

If an OGP application meets all the requirements of section 10.3 and includes all of the BMPs as described on Exhibit B, then approval of the OGP application will not be unreasonably withheld, conditioned or delayed.

The City and the Operator may waive any step in the pre-application process or the Review Process by mutual agreement.

11.3 Schedule 2 Well Sites. For Well Sites listed on Schedule 2, the Operator shall resubmit OGP applications with documentation of compliance with all applicable BMP's. Once the City begins the Review Process for any Well Site listed on Schedule 2, the process is as follows:

1. The City shall complete its review of all OGP submittals within two weeks of receipt of the OGP.
2. Operator has two weeks to respond to the City's comments on the OGPs.
3. The City has two weeks to review Operator's response and provide Operator with any subsequent comments.
4. Operator has one week to respond to any the City's subsequent comments.
5. The City will issue a decision on the OGP application within 7 days of receipt of Operator's response to any comments.

If an OGP application meets all the requirements of section 10.3 and includes all of the BMPs as described on Exhibit B, then approval of the OGP application will not be unreasonably withheld, conditioned or delayed.

12. **Final Decision**. The City's decision with respect to any OGP application is final. For each day that the City's decision is delayed beyond the time frame provided for in the Pre-Application Process, the Completeness Determination, and the Review Process, the City shall reimburse the Operator $1000 per day ("**Delay Reimbursement**"). This Delay Reimbursement is limited to 15 days per incident.

13. **Hearing Officer Process**

13.1. If the City fails to meet the time requirements at any point in the overall OGP process, or fails to issue a decision on an OGP, the Operator may request a review by an independent third party selected in good faith by the Parties ("Hearing Officer").

13.2. **Hearing Officer Process.**

1. If Operator desires to request a review of the application process by a Hearing Officer, Operator shall notify the City of that request, which shall include the specific, good-faith reason for the request.
2. The City will have 10 business days to respond to the request or to cure the breach by progressing the application.
3. If the City fails to respond, fails to progress the Application, or responds with a denial of the Application in breach of this Agreement, the Hearing Officer will then be chosen within seven days.
    - The Hearing Officer must be qualified by education, training, and experience to hear and determine oil and gas disputes, permitting disputes, or must be a member of the International Institute for Conflict Prevention and Resolution's ("CPR") Energy, Oil & Gas Panel of Neutrals.
    - If the Parties cannot mutually select the Hearing Officer within 7 days, the CPR will make the selection.
4. The Hearing Officer has 15 days to review the OGP and provide a recommendation on what is needed to progress the application through process ("The Recommendation"). The City will have 10 days to begin progressing the OGP through the application process based on the Recommendation. If the Recommendation identifies a deficiency in the Operator's OGP, the Operatory shall have 10 days to address the deficiency or communicate to the City how it plans to address the deficiency.

5. If the OGP application process is complete but the City has not issued a decision, the Hearing Officer shall provide a recommendation to the City on whether to approve or deny the OGP.

6. If the City does not follow the recommendation of the hearing officer within 10 days of the Hearing Officer's Recommendation, the City's failure to follow the recommendation will be deemed a denial of the OGP application and constitute a final decision. Operator may appeal the decision pursuant to Colorado Rules of Civil Procedure Section 106.

14. **Application Notices.**

14.1. Notice of Application. When Operator submits an OGP application to the City, the Operator shall include a list of all property owners (names, property addresses and mailing addresses) within one mile of the Well Site and all registered neighborhood organizations within one mile of the Well Site, and the surface owners of the property upon which the Well Site is located ("**Notified Residents**"). The City shall send out notices of the OGP application to Notified Residents when the review process commences for the purpose of receiving public comment.

14.2. Notice of Administrative Decision. The City shall provide Operator with a form letter for Notice of Administrative Decision for a pending OGP application. At least 10 calendar days prior to the scheduled decision on an OGP application, the Operator shall send out the Notice of Administrative Decision to the Notified Residents. The Operator shall provide proof to the City of mailed notices by affidavit or certificate of mailing.

15. **Resident Notification of Neighborhood Meeting.** When the City begins the OGP review process, Operator shall send notification of a Neighborhood Meeting to all Notified Residents. The notice must include:

- Operator's contact information
- Approximate date to begin drilling
- Information on the Neighborhood Meeting

Operator shall send proof of mailed notices to the City by affidavit or certificate of mailing.

16. **Neighborhood Meeting.** Upon city acceptance of the OGP application, the Operator shall hold a meeting to facilitate engagement between the Operator and nearby residents ("**Neighborhood Meeting**"). Operator shall notify all Notified Residents of the Neighborhood Meeting. Operator shall provide notice a minimum of 10 days in advance of the Neighborhood Meeting. Notified Residents may submit written comments to the City about the OGP application including the BMPs. The City shall transmit those comments which require an Operator response to the Operator. Operator shall respond to those comments

within 30 days in writing to the City. A Neighborhood Meeting may not be required if there are no residents within one mile of the Well Site, no comments are received from initial notice of filing of OGP application and both parties agree.

17. **Pre-Drilling Notice**. Operator shall comply with the mailing requirements of 305(h) of the COGCC Rules (Move In, Rig-Up Notice).

18. **Pipelines** (Pipelines includes all pipelines subject to regulation by PHMSA and subject to regulation by the COGCC). Operator may connect its pipeline to a separate third-party company for transportation of its product. Operator is not responsible for the pipeline specifications of any third-party. The parties entered into the Master License Agreement dated December 8, 2014 (MLA #14-49), which is listed on Schedule 1.

    The City shall cooperate in good faith in approving pipeline permits or licenses.

    The City shall not delay or unreasonably withhold any approval associated with Operator's pipelines. Operator shall be subject to administrative fees for pipelines in effect at the time of application.

19. **Protests, Objections, and Minor Changes**. So long as the Operator complies with the terms of this Agreement:

    - the City shall not protest, request a hearing, oppose, or object in any forum to any permits, applications, or similarly related approvals related to the Operator's oil and gas Operations or development of any New Wells or Well Sites;
    - the City shall grant minor adjustments or changes;
    - the Operator shall not be required to submit any minor changes to the proposed plan of operations for a Well Site so long as:
        - the Operator provides notice to the City of such minor changes,
        - such minor changes comply with the requirements of this Agreement
        - and the changes do not weaken the protectiveness or stringency of any BMPs listed in Exhibit C.

20. **Inspections**. The Operator shall conduct its air, ground water, and plugged and decommissioned well monitoring programs pursuant to the BMPs at its own cost. The City may access the Well Sites to inspect and ensure compliance with this Agreement. If a representative of the City accesses a Well Site they shall:

- wear personal protective equipment,
- comply with Operator's safety standards and rules, and
- be accompanied by an Operator's representative.

20.1. Cost of Inspection. Operator shall pay for the reasonable costs incurred from the compliance inspection. The City may choose one of the following means for recovering cost:

20.1.1. The City may invoice Operator for the costs reasonably incurred during the inspection of the Well Sites. Operator shall pay the invoiced amount within 30 business days.

20.1.2. Alternatively, the City may impose an inspection fee on Operator as authorized by Section 4 of SB 19-181. The fee will cover the City's reasonable cost of the compliance inspection and will be in lieu of the per-well reimbursement payment provided by Operator stated above.

20.2. The City shall provide 24 hour advance notice to the Operator prior to an inspection of a stormwater event. For all other inspections the City shall provide notice 48 hours beforehand. The City agrees to provide the Operator with the results of any inspection within 48 hours of the inspection. Additionally, the City may contact the appropriate COGCC or CDPHE area inspector if non-compliance issues related to state laws, rules or regulations are identified as a result of field inspections or if non-compliance issues are not resolved expediently.

21. **Culverts**. Operator shall construct all necessary culverts for road construction per any available Drainage Plan. In the event no information is available the Operator shall complete any necessary studies or analysis to determine the appropriate culvert size.

22. **Enforcement of BMPs**. BMPs will be enforced as follows:

22.1. BMPs that impose requirements that go beyond or are not addressed by current State or Federal requirements, and for which the relevant State or Federal agency does not have enforcement authority, may be enforced by the City under this Agreement pursuant to the dispute resolution and default and remedies provisions included in this Agreement.

22.2. The City may monitor the BMPs that duplicate State of Colorado ("**State**") requirements or requirements of the United States of America ("**Federal**") and request enforcement of the corresponding State or Federal requirements, but the City shall not enforce those BMPs under this Agreement, unless the relevant State or Federal agency fails to enforce any of these BMPs.

If the City believes that the Operator has violated any Federal or State BMPs, then the City may request investigation and enforcement by the relevant State or Federal agency. If the relevant State or Federal agency determines that no violation of the relevant State or Federal agency requirements has occurred, then that determination will conclusively establish the Operator's compliance with the corresponding BMPs. If the relevant State or Federal agency determines that the relevant State or Federal agency requirements have been violated, then the State or Federal agency's resolution of such alleged violation will constitute all enforcement due with respect to the corresponding BMPs under this Operating Agreement and the City shall not impose any further enforcement.

23. **New Technologies.**

23.1. The City may propose to Operator any new technologies for the BMPs reasonably believed to have a material benefit for public health, safety, welfare, and the environment within the City limits. Such proposal will describe in sufficient detail:

- the technology to be considered;
- the performance objective in the BMPs that is addressed by the technology; and
- support for why the technology will be materially beneficial.

Operator shall consider the proposal in good faith and provide the City with a written response within 30 business days stating whether and where Operator will employ the proposed technology within the City limits and providing a brief explanation for why Operator will or will not employ the proposed technology.

23.2. Operator may notify the City in writing of any new technology that it seeks to implement that would have a material benefit to public health, safety, welfare, and the environment and will seek written approval from the City to modify one or more of the conditions set forth in the OGP or OGP application to employ the proposed technology at a particular identified Well Site. The use of the new technology will be a minor adjustment and will be approved administratively without being subject to a hearing.

23.3. Any dispute arising as to the use of a proposed new technology will be determined by a third-party expert agreed upon by the parties.

24. **Vesting of Property Rights.** This Agreement constitutes a site specific development plan under C.R.S. Sec. 24-68-101, et. seq. and represents a vested property right for the Operator to develop the Well Sites so long as Operator is in compliance with the Agreement.

25. **Future Regulations**. The City reserves the right in the future to enact and apply prospectively regulations that are general in nature and that are applicable to all commercial and industrial operations in the City, provided however that the application of such prospective regulations does not materially impede, preclude, or financially burden Operator's Operations generally authorized by this Agreement and, further that such regulations are not preempted by state law.

26. **Air Modeling Study**. Operator shall contribute its proportionate share of collateral in a form of bond to the City for use in a dispersion model up to $25,000.00. Operator shall post the bond ten days following the City's request.

27. **Third Party Consultant**. This Agreement and accompanying BMPs contain provisions establishing that the Operator shall undertake certain action items "to the maximum extent practicable" or where "practicable." If the City has a good faith belief that Operator will not be able to comply, the City may obtain an independent third-party industry expert's opinion as to practicability and Operator shall reimburse the City any costs associated with such third party's opinion. The City and Operator shall agree that the consultant has the required expertise to undertake the "practicability" analysis.

28. **Force Majeure**.

    28.1. Subject to the terms and conditions in this paragraph, neither Party to this Agreement will be liable for any delay or failure to perform under this Agreement due solely to conditions or events of Force Majeure, as that term is specifically defined herein; provided that:

    - the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the force majeure;
    - the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and
    - the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly updates to the other Party describing the actions taken to remedy the consequences of the force majeure event or condition.

    28.2. As used herein, "Force Majeure" means any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation:

        28.2.1. changes in federal or state law or administrative practice concerning water rights administration, water quality, or stream flow requirements,

28.2.2. changes in state water rights administrative practice concerning the reuse of reclaimed water through leases to others for use at locations outside the City limits, including, but not limited to, challenges to retained dominion and control,

28.2.3. acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, sabotage, vandalism, terrorism (including eco-terrorism), war, riots, fire, explosion, severe weather, snow, drought, water curtailment, or other extreme weather conditions,

28.2.4. blockages, insurrection, bans, moratoriums, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group);

28.2.5. actions by federal, state, municipal or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance,

28.2.6. inability, despite due diligence, to obtain required licenses, permits, approvals, or water supplies, infrastructure, electricity, equipment, services, or fuel; and

28.2.7. changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises.

28.3. If permits to perform Operations for New Wells from the State, the COGCC, or the City are not approved in a time frame which allows Operator to drill Term Well Sites prior to the deadline of December 31, 2024, this will be deemed Force Majeure and the deadline will be extended to allow Operator sufficient time to receive approved permits and drill and complete the New Wells. Operator shall submit all permit applications for the Term Well Sites prior to August 30, 2024.

29. **Authority to Execute Agreement.** Each Party represents that the undersigned individuals have the full right and authority to enter into this Agreement and bind the Parties to the terms and conditions contained herein.

30. **Amendments.** This Agreement may be amended only by an instrument executed by both Parties.

31. **Assignment.**

31.1. The City Manager may approve assignment of this Agreement so long as the potential assignee can demonstrate that it can comply with all terms of

this Agreement. The potential assignee shall provide proof of insurance to the satisfaction of the City's risk manager.

31.2. Operator may assign this Agreement to a subsidiary without prior written consent but shall provide the City notice of any the assignment.

31.3. The City may not assign right, duty, or obligation under this Agreement without the prior written consent of Operator.

32. **Successors and Assigns**. This Agreement binds and extends to the City and the Operator, and the Operator's successors and assigns, and the Operator shall require any successor and assign, by written agreement, to adhere to all terms and conditions of this Agreement, and to expressly assume the defense and indemnity insurance or bonds obligations to the City as set forth herein in a assignment document reasonably acceptable in form to the City. Such assignment must not relieve the assignee of any obligations that accrue during the period of operation of the assignee or otherwise arising out of the actions or inactions of the assignee during its period of operation.

33. **No Third-Party Beneficiaries**. This Agreement is not intended to, and does not create, any right, benefit, responsibility or obligation that may be enforced by any non-Party. Additionally, nothing in the Agreement entitles any third party to any claims, rights, or remedies of any kind.

34. **Notices**. All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third-party courier service (such as FedEx, UPS, *etc.*), or (iii) email to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

City: City of Aurora
City Attorney's Office
15151 E. Alameda Parkway, #5300
Aurora, CO 80012
Attn: City Attorney
(303)739-7030
Email: dbrotzman@aurora.gov

Operator: ConocoPhillips Company
Surface Land Department
34501 E. Quincy Ave, Bldg #1
Watkins, CO 80137
Email: niobrarasurfaceland@conocophillips.com

35. **Default**.

35.1. If either Party fails to perform any of its obligations set forth in this Agreement, and the Party fails to cure such breach or failure within 30 days after notice of such breach ("**Cure Period**") by the non-breaching Party, this act or omission constitutes a breach.

35.2. If such breach or failure is of a nature which cannot reasonably be cured within the Cure Period, the Party shall commence within the Cure Period to cure and diligently pursue to resolve.

35.3. If the breach cannot be remedied, the Parties may determine that the breach is not material to the Agreement and continue without termination.

36. **Remedies**.

36.1. If any Party fails to make a payment when due under this Agreement, such Party shall pay the amount of damages plus any interest provided by law.

36.2. Neither Party is entitled to recover any special, consequential or punitive damages for the other Party's breach of this Agreement.

37. **Dispute Resolutions**. Any dispute, or claim (of any kind) arising out of or relating in any way to this Agreement ("**Dispute**") other than a dispute or claim involving an OGP application, must be resolved as follows: If a Dispute relating to this Agreement arises among the Parties, the Parties shall first consider any proposed resolution by either Party on the matter. The Parties shall, in good faith, negotiate a resolution. If the dispute is not resolved the parties shall promptly convene a meeting to be attended by persons with decision-making authority regarding the Dispute. The meeting attendees shall negotiate in good faith toward a resolution of the Dispute.

38. **Indemnity**. Operator shall indemnify, defend, and hold the City harmless from and against all losses, damages, claims, demands, and suits (including court costs and reasonable attorney's fees) that the City might incur or be liable for (collectively "**Claims**") to the extent that such Claims result directly from the Operator's Operations or failure to act under this Agreement, except to the extent any Claims result from or are attributable to the negligence, gross negligence, willful misconduct, or malicious acts (or omissions) of the City, its employees, or representatives. Claims are limited to those arising from or related to personal injury, physical damage to or loss of property, death, and Environmental Liabilities as defined below.

38.1. As used in this Section, "**Environmental Liabilities**" means any obligations or liabilities (including any claims, demands, actions, suits, judgments, orders, writs, decrees, permits or injunctions imposed by any court, administrative agency, tribunal or otherwise, or other assertions of obligations and liabilities) that are:

A. related to contamination of the environment or human health or safety and involving Operator's Well Sites and Operations pursuant to this Agreement (including, but not limited to, on site or off-site contamination by pollutants and occupational safety and health); and

B. involving this Agreement and arising out of, based upon or related to the environmental laws.

38.1.1. The term Environmental Liabilities includes,: (i) fines, penalties, judgments, awards, settlements, losses, damages, costs, fees (including attorneys' and consultants' fees), expenses and disbursements; (ii) defense and other responses to any administrative or judicial action (including claims, notice letters, complaints, and other assertions of liability); and (iii) financial responsibility for (1) cleanup costs and injunctive relief, including any removal, remedial or other response actions, and natural resources damages, (2) any other compliance or remedial.

38.2. The terms "removal," "remedial" and "response" action include the types of activities covered by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and whether the activities are those which might be taken by a government entity or those which a government entity might seek to require of waste generators, storers, treaters, owners, operators, transporters, disposers or other persons under "removal," "remedial," or other "response" actions.

39. **Indemnification Procedures.**

39.1. If any claim relating to the matters indemnified against pursuant to this Agreement is asserted against a Party that may result in any damage for which that Party is entitled to indemnification under this Agreement ("**Indemnified Party**"), then the Indemnified Party shall promptly give notice of such claim to Operator.

39.2. Upon receipt of such notice, Operator may undertake, by counsel or representatives of its own choosing, the good faith defense, compromise or settlement of the claim, such defense, compromise or settlement to be undertaken on behalf of Operator.

39.3. The Indemnified Party shall cooperate with Operator in such defense at the Operator's expense and provide the Operator with all information and assistance reasonably necessary to permit the Operator to settle and/or defend any such claim.

39.4. The Indemnified Party may participate at its own expense in a defense of the claim by counsel of its own choosing, but Operator is entitled to control the defense unless the Indemnified Party has relieved Operator from liability with respect to the particular matter.

39.5. If the Operator elects to undertake such defense by its own counsel or representatives, Operator shall give notice of such election to the Indemnified Party within 10 business days after receiving notice of the claim from the Indemnified Party.

39.6. If Operator does not so elect or fails to act within such period of 10 business days, the Indemnified Party may undertake the sole defense thereof by counsel or other representatives designated by it, such defense to be at the expense of Operator.

39.7. The assumption of such sole defense by the Indemnified Party shall in no way affect the indemnification obligations of Operator; provided, that no settlement of any claim shall be effected without Operator's consent.

40. **Integration Clause.** This Agreement, along with all Exhibits attached hereto, represents the entire agreement of the Parties and, and neither Party has relied upon any fact or representation not expressly set forth herein.

41. **Conflicts.** In the event that conflicts exist within the terms and conditions of this Agreement and the attached Exhibits, the terms of this Agreement control.

42. **Governing Law and Venue.** This Agreement is governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of law provisions. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.

43. **Insurance.** Unless Operator chooses to self-insure, the Operator shall provide insurance under the conditions, and in the amounts, set forth in Exhibit D. Operator may choose to self-insure where allowed by law.

44. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be in operative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement will be in full force and effect.

44.1. 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 will be in effect will be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

44.2. If any section, paragraph, provision, or portion thereof of this Agreement is held by any Court to be void and/or unenforceable for any reason, such section, paragraph, provision, or portion thereof will be excised from the Agreement and will be replaced with terms and provisions that are most consistent with, and which reflect, the Parties' intention. All remaining sections, paragraphs, provisions, or portions thereof will remain in full force and effect.

45. **No Attorneys' Fees**. In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement, each Party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

46. **No Presumption**. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement will be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

47. **Waiver**. No failure on the part of any party hereto to exercise and no delay exercising any right hereunder will operate as a waiver of such right. The remedies provided herein are cumulate and not exclusive of any remedies provided by law. No wavier of or failure to exercise any right hereunder will operate to prevent future enforcement of such right.

48. **Headings**. The descriptive headings of the sections of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any provisions herein.

49. **Counterparts**. The parties may execute this Agreement in one or more counterparts, each of which is an original, and all off which constitute only one agreement between the parties.

The Parties are executing this Agreement on the dates next to the signatures.

Signatures on following page

SIGNATURE PAGE

The City:
The City of Aurora, Colorado

By: Bob LeGare
Mayor

Attest:

Stephen Ruger
City Clerk

By: Pettinato Mosley, Risk Manager

Approved as to Form:

By: Christine McKenney
Interim Client Manager

SIGNATURE PAGE

Operator:
ConocoPhillips Company

By: Lindsay B. Weddle CM
Its: Attorney-in-fact

BROG GP LLC
on behalf of Burlington Resources Oil & Gas Company LP, its sole general partner

By: Lindsay B. Weddle CM
Its: Attorney-in-fact

Acknowledgements on following page

ACKNOWLEDGMENTS

STATE OF COLORADO
COUNTY OF ADAMS

This Agreement was acknowledged before me on, June 5 2019 by, Bob LeGare as Mayor of the City of Aurora, Colorado, a municipal corporation.

Notary Public, State of Colorado
My commission expires:
9/17/2019

BARBARA L. SHAFER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034031125
MY COMMISSION EXPIRES 09/17/2019

ACKNOWLEDGMENTS

STATE OF COLORADO
COUNTY OF ARAPAHOE

This Agreement was acknowledged before me on June 5, 2019 by Lindsay B. Weddle, as attorney-in-fact of ConocoPhillips Company, a Delaware corporation.

Notary Public, State of COLORADO
My commission expires: 10/03/2020

MARTHA L GLASER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984015802
MY COMMISSION EXPIRES OCTOBER 3, 2020

STATE OF COLORADO
COUNTY OF ARAPAHOE

This Agreement was acknowledged before me on June 5, 2019 by Lindsay B. Weddle as attorney-in-fact of BROG GP LLC, a Delaware limited liability company, acting on behalf of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, as its sole general partner.

Notary Public, State of COLORADO
My commission expires: 10/03/2020

MARTHA L GLASER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984015802
MY COMMISSION EXPIRES OCTOBER 3, 2020

List of Exhibits and Schedules:

Exhibit A:	Map of Well Sites
Exhibit A-1:	Term Well Sites
Exhibit A-2:	Noise Mitigation Well Sites
Exhibit A-3:	Electric Drilling Well Sites
Exhibit A-4:	Visual Mitigation Well Sites
Exhibit B:	List of Well Sites
Exhibit C:	Best Management Practices
Exhibit D:	Insurance Requirements
Schedule 1:	Prior Agreements
Schedule 2:	Previously Reviewed Permits

Exhibit A

to the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil & Gas Company LP, and the City of Aurora dated June 5, 2019

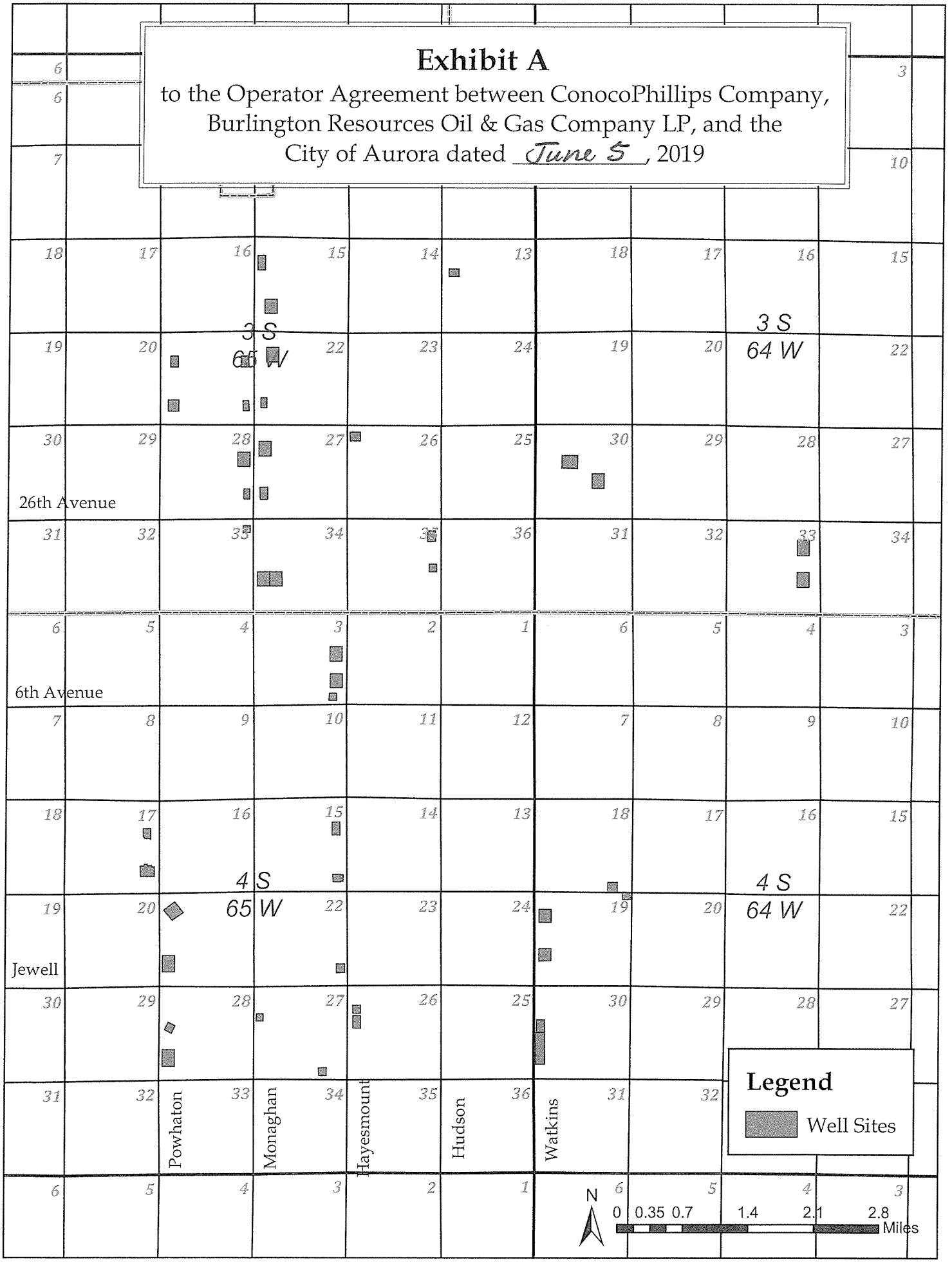


Exhibit A-1

to the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil & Gas Company LP, and the City of Aurora dated June 5, 2019

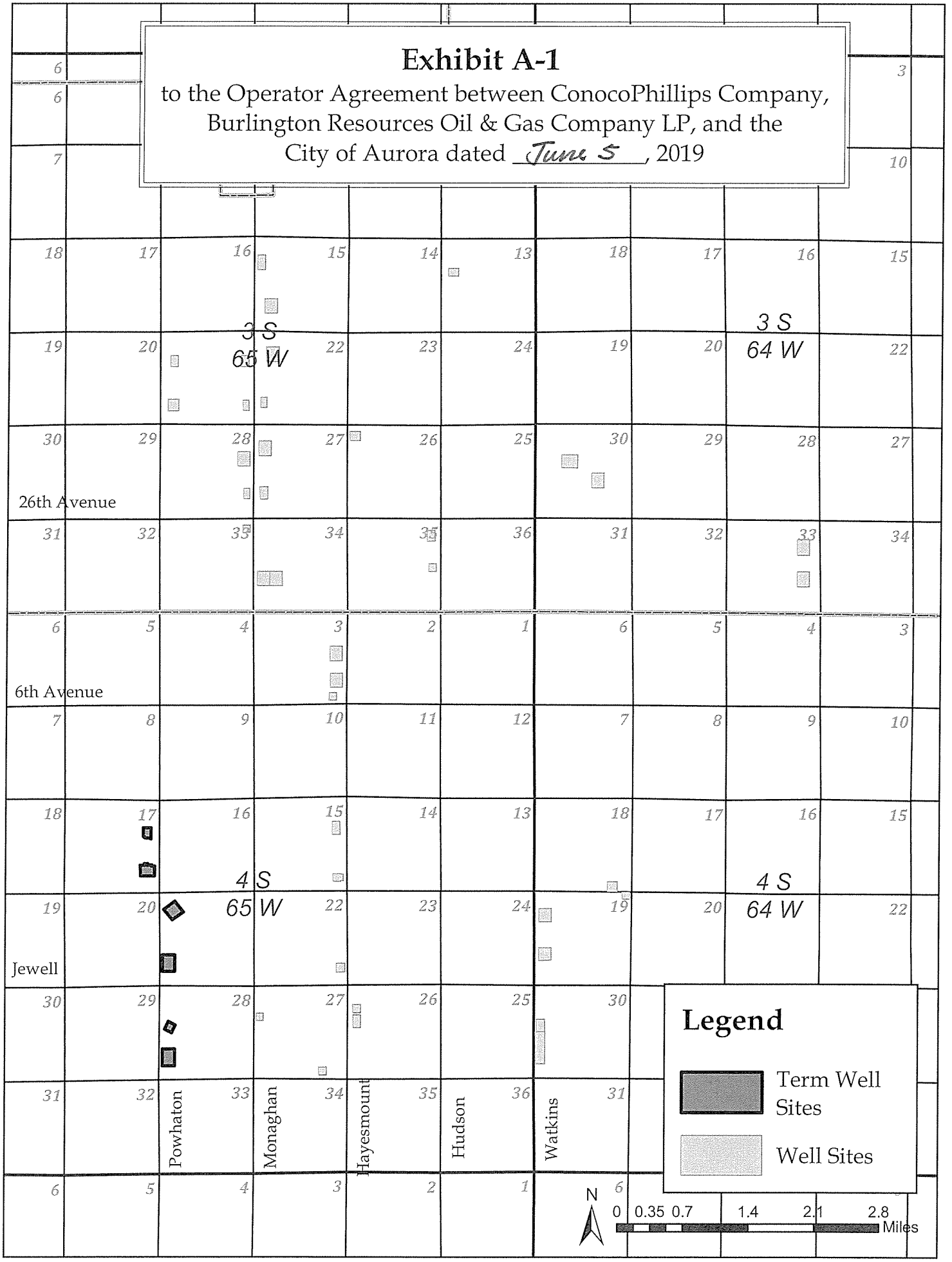


Exhibit A-2

to the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil & Gas Company LP, and the City of Aurora dated June 5, 2019

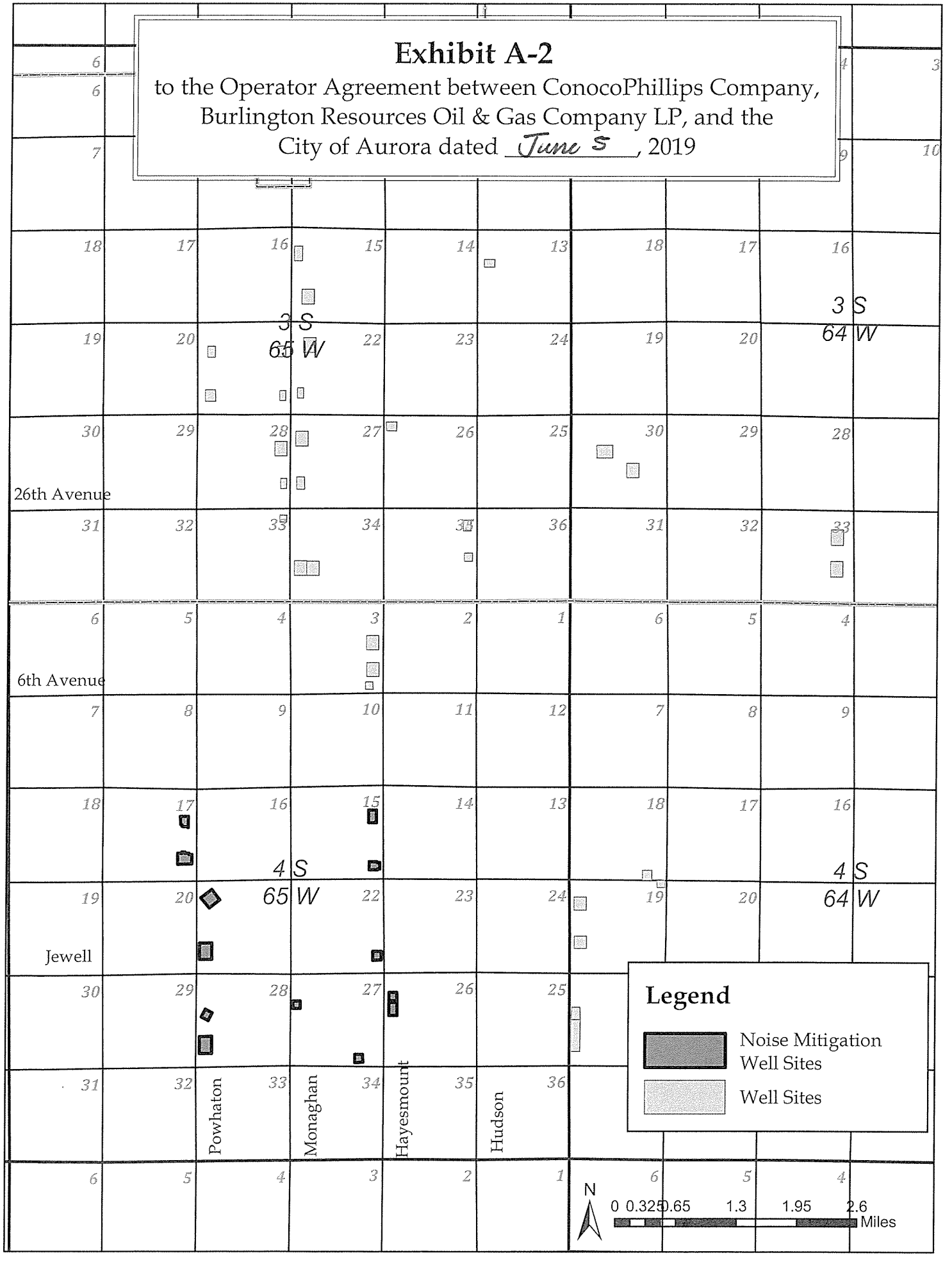


Exhibit A-3

to the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil & Gas Company LP, and the City of Aurora dated June 5, 2019

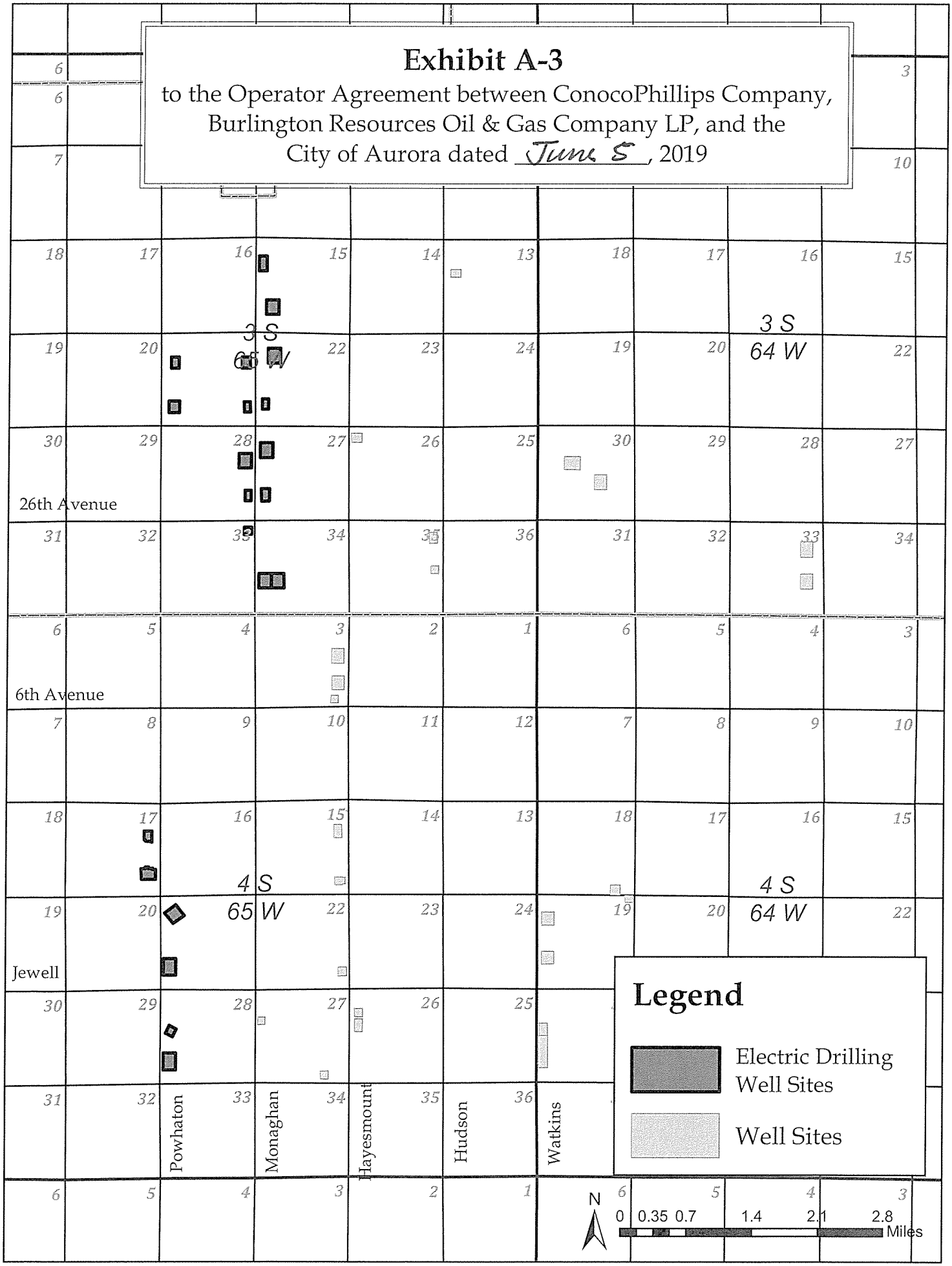


Exhibit A-4

to the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil & Gas Company LP, and the City of Aurora dated June 5, 2019

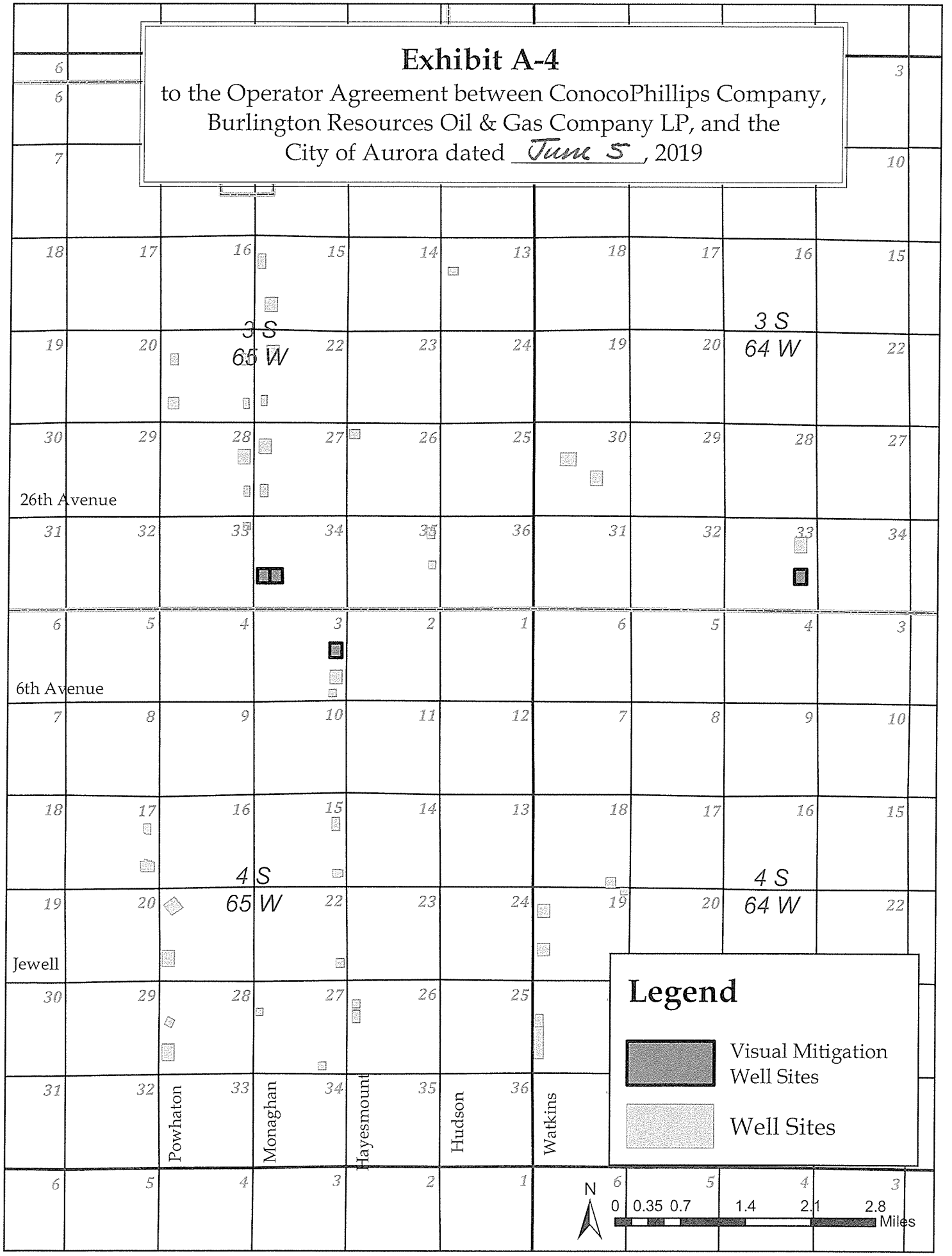
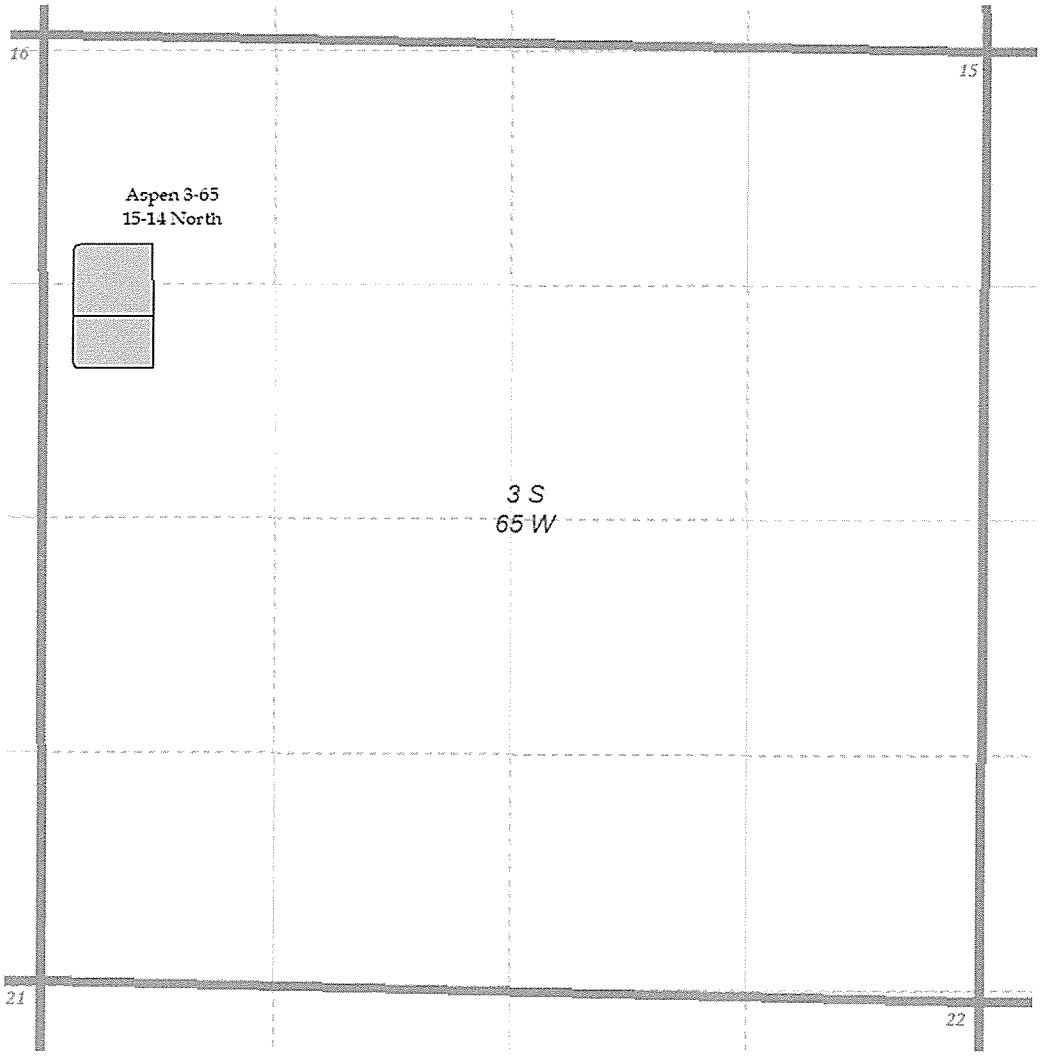


EXHIBIT B

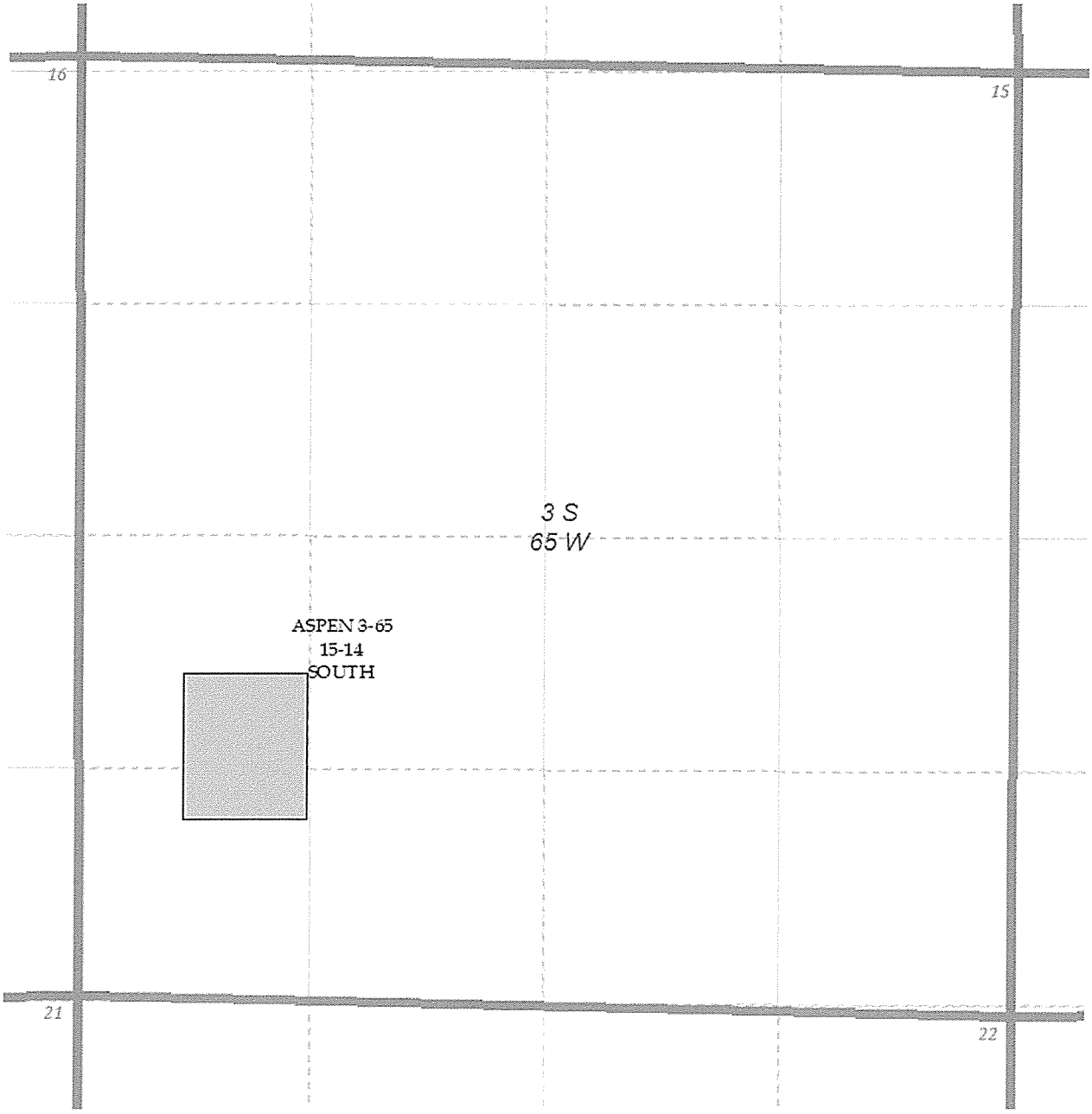
To the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil & Gas Company LP, and the City of Aurora dated June 5, 2019

LIST OF WELL SITES

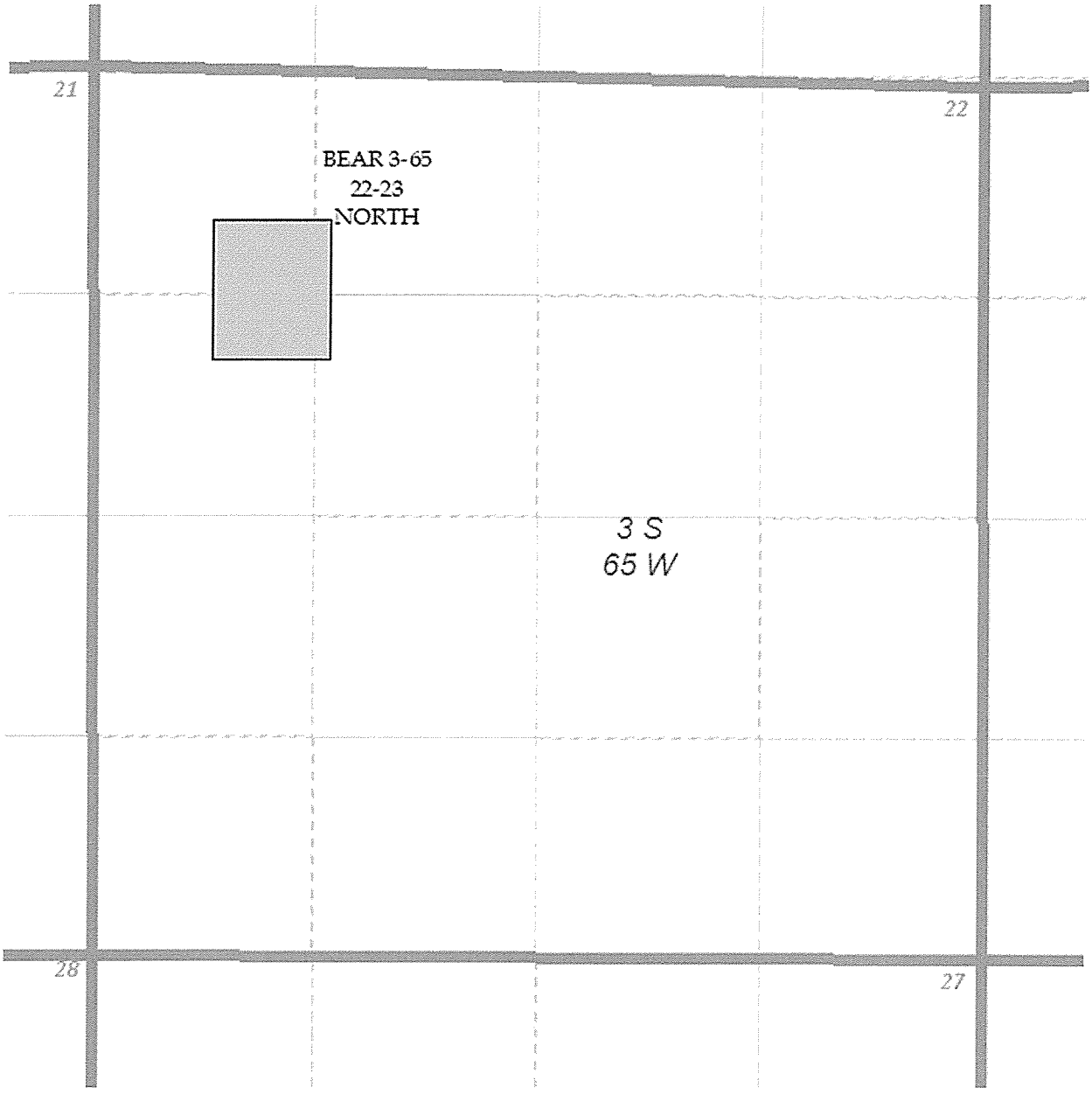
Well Site Name	Aspen 3-65 15-14 North
Legal Description:	W/2 NW1/4, Section 15, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Phase 1 approved; Phase 2 not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



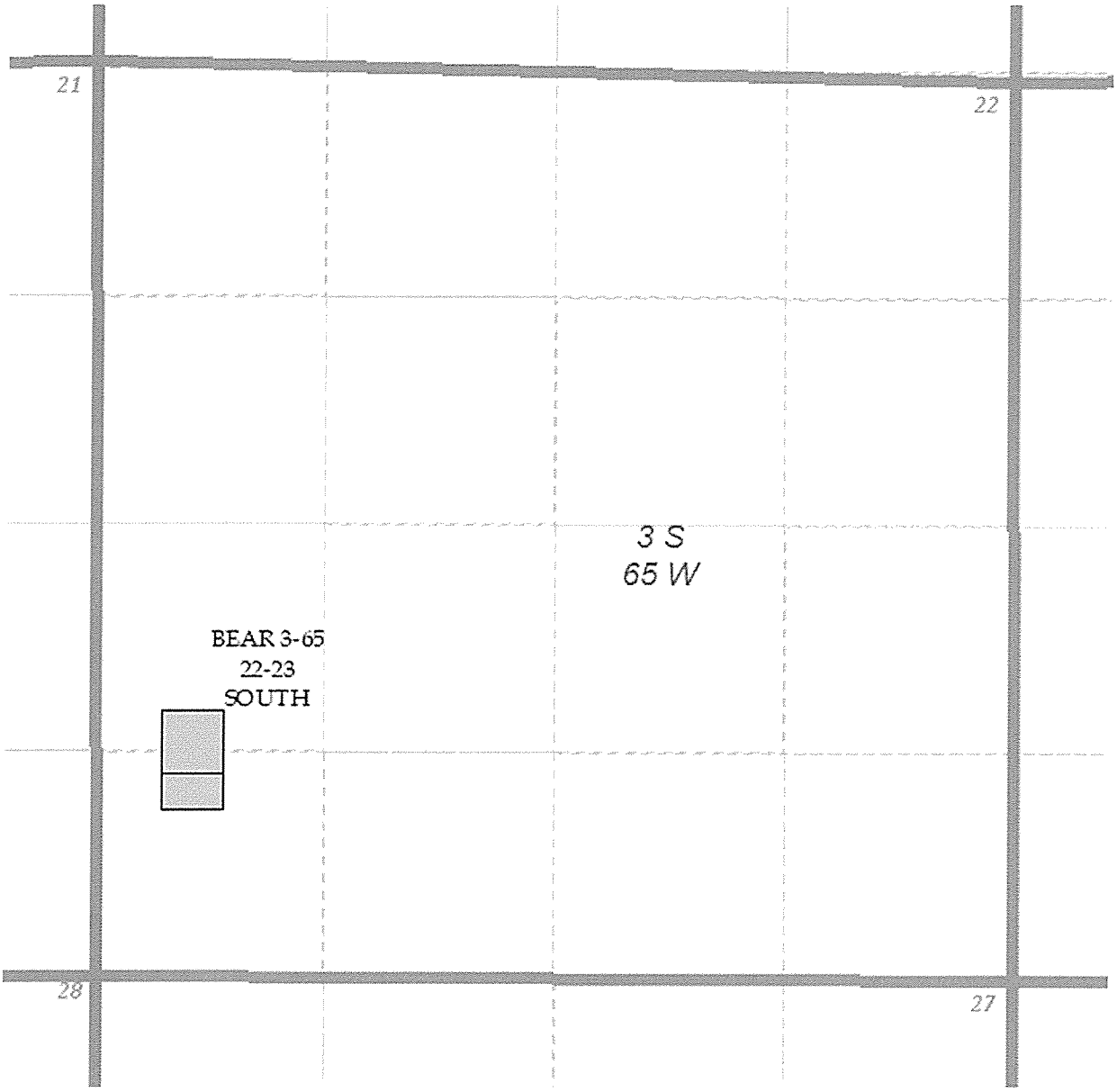
Well Site Name	Aspen 3-65 15-14 South
Legal Description:	W/2 SW1/4, Section 15, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



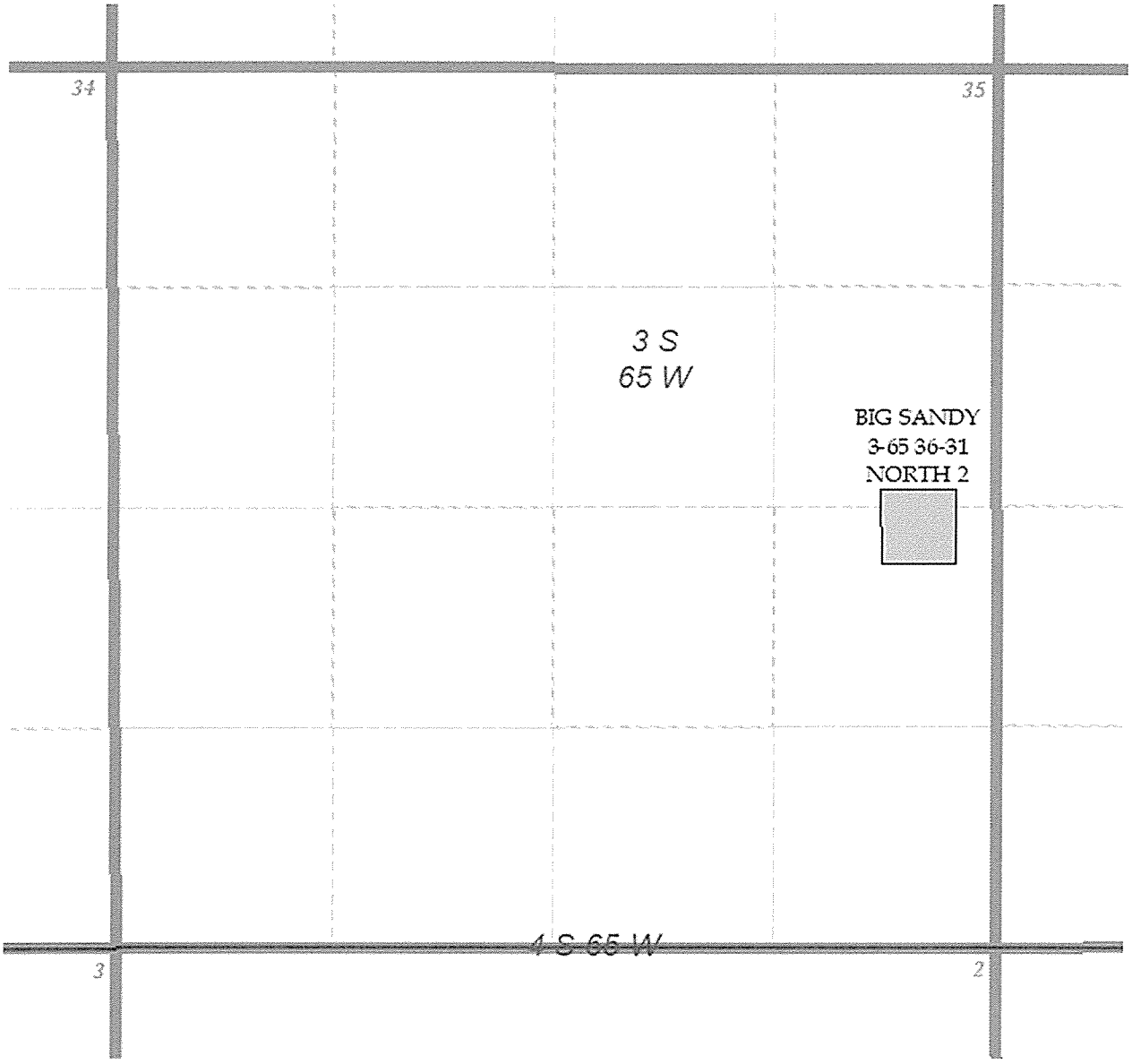
Well Site Name	Bear 3-65 22-23 North
Legal Description:	W/2 NW1/4, Section 22, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



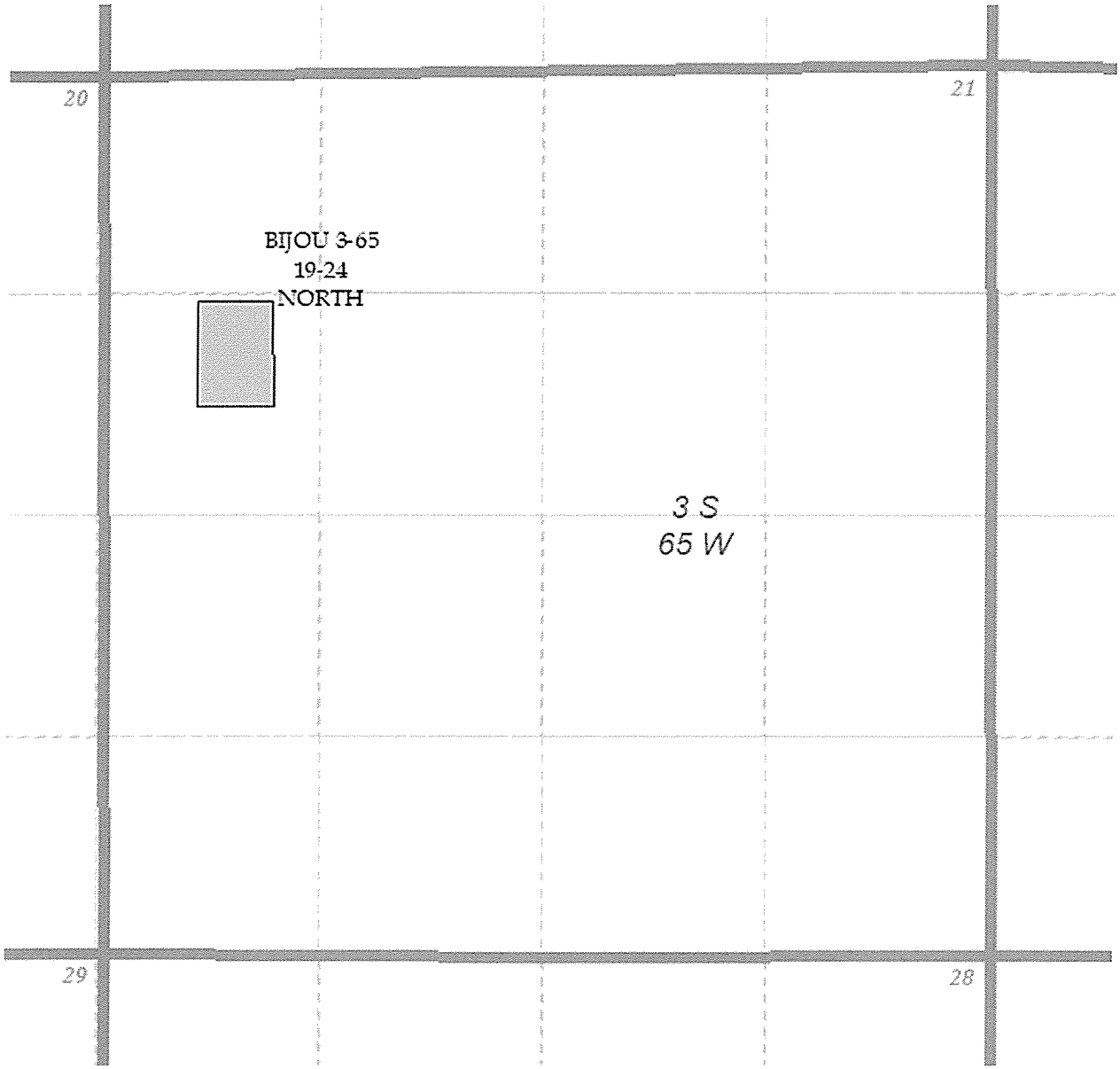
Well Site Name	Bear 3-65 22-23 South
Legal Description:	W/2 SW1/4, Section 22, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Both phases approved
BMP Exemptions:	9 (Low Profile Tanks)
Distance to closest residence:	Greater than 1320'



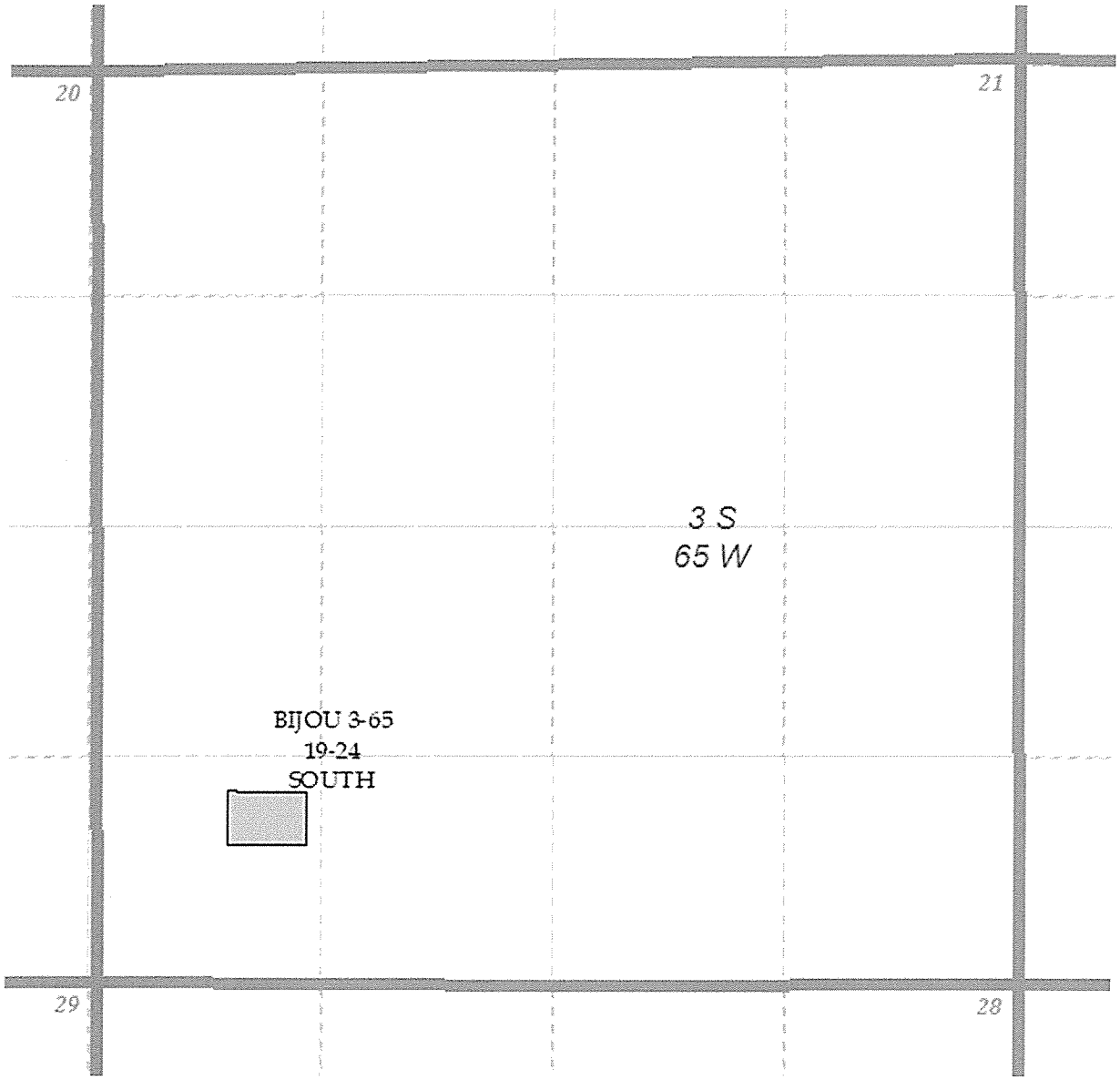
Well Site Name	Big Sandy 3-65 36-31 North 2
Legal Description:	NE/4 SE/4, Section 35, T3S, R65W
Number of Planned Wells:	4
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	9 (Low Profile Tanks) 15.3 (Ambient Air Sampling) 48.3 (Setbacks from Reservoirs)
Distance to closest residence:	Greater than 1320'



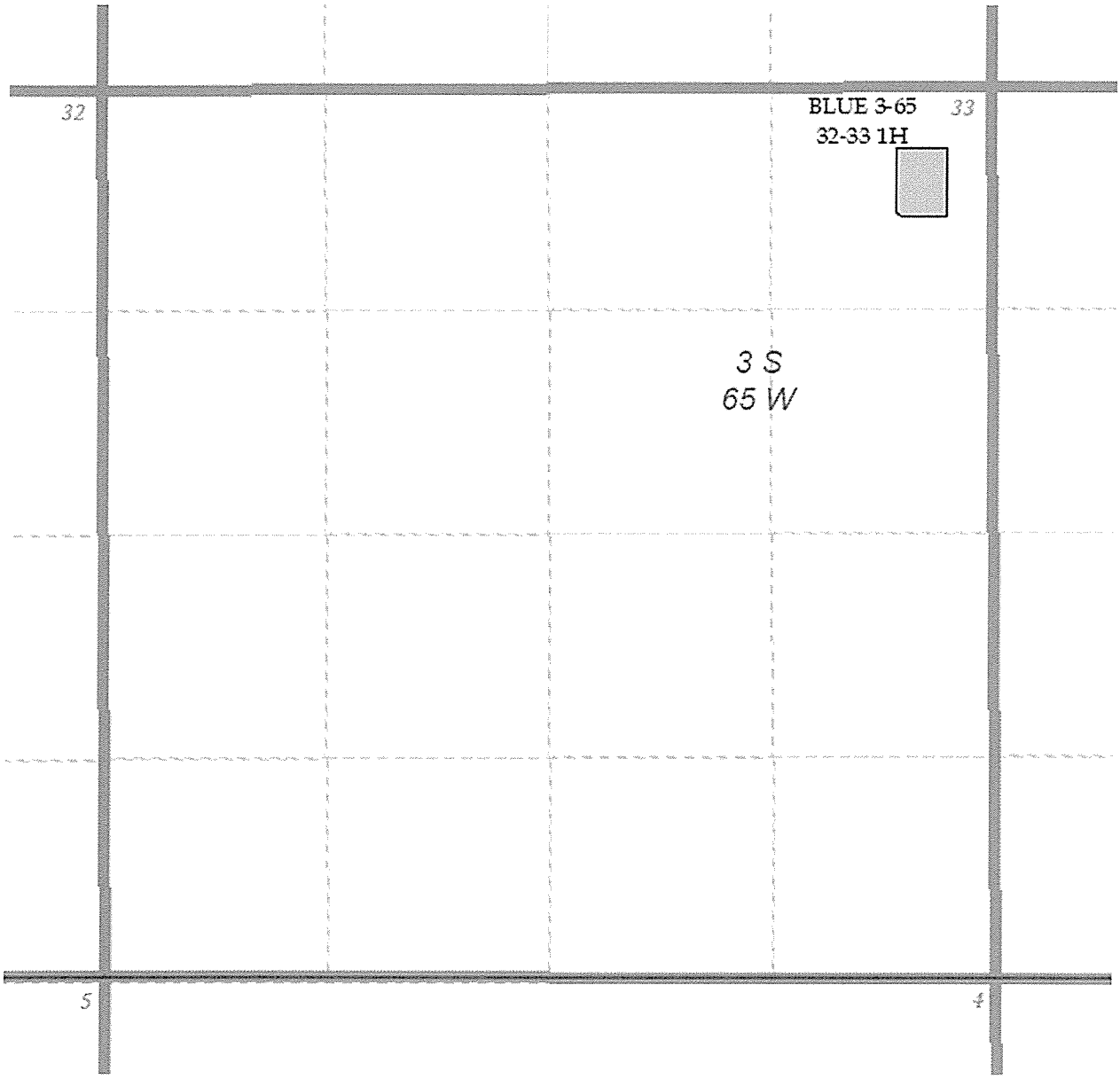
Well Site Name	Bijou 3-65 19-24 North
Legal Description:	SW/4 NW/4, Section 21, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



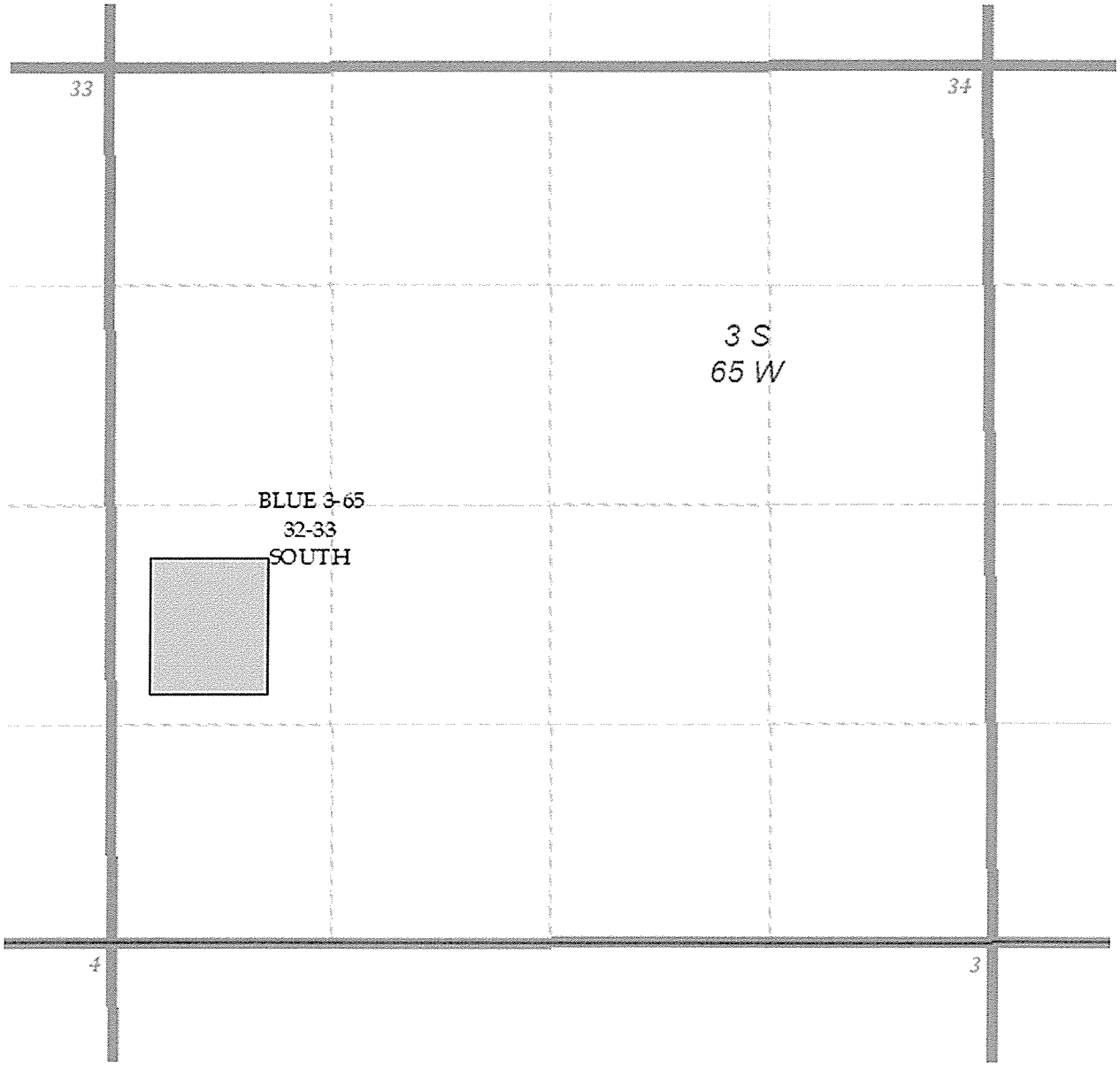
Well Site Name	Bijou 3-65 19-24 South
Legal Description:	W/2 SW/4, Section 21, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not Built
Permit Status:	Submitted, pending approval
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



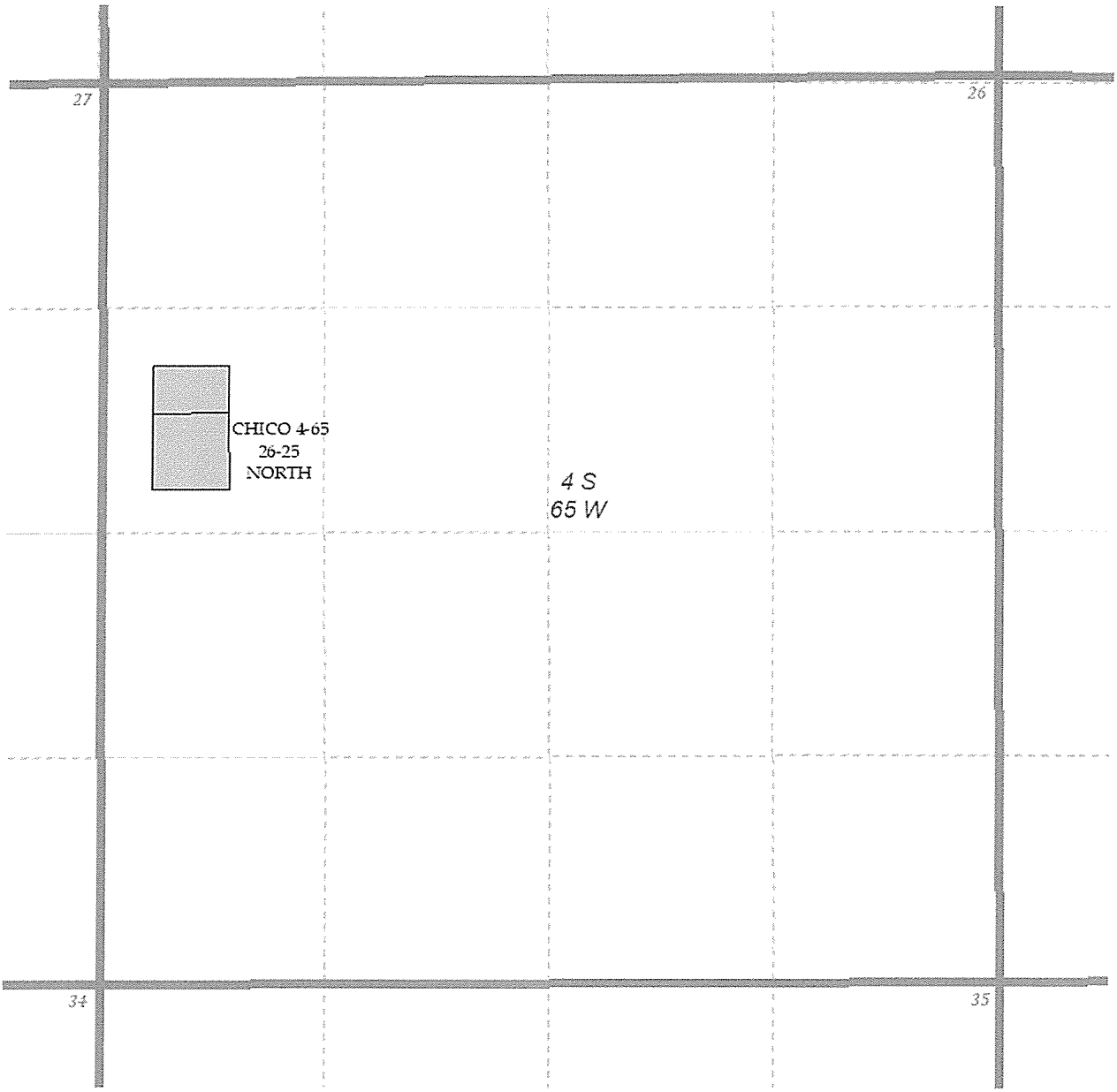
Well Site Name	Blue 3-65 32-33 1H
Legal Description:	E/2 NE/4, Section 33, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Phase 1 approved; Phase 2 not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



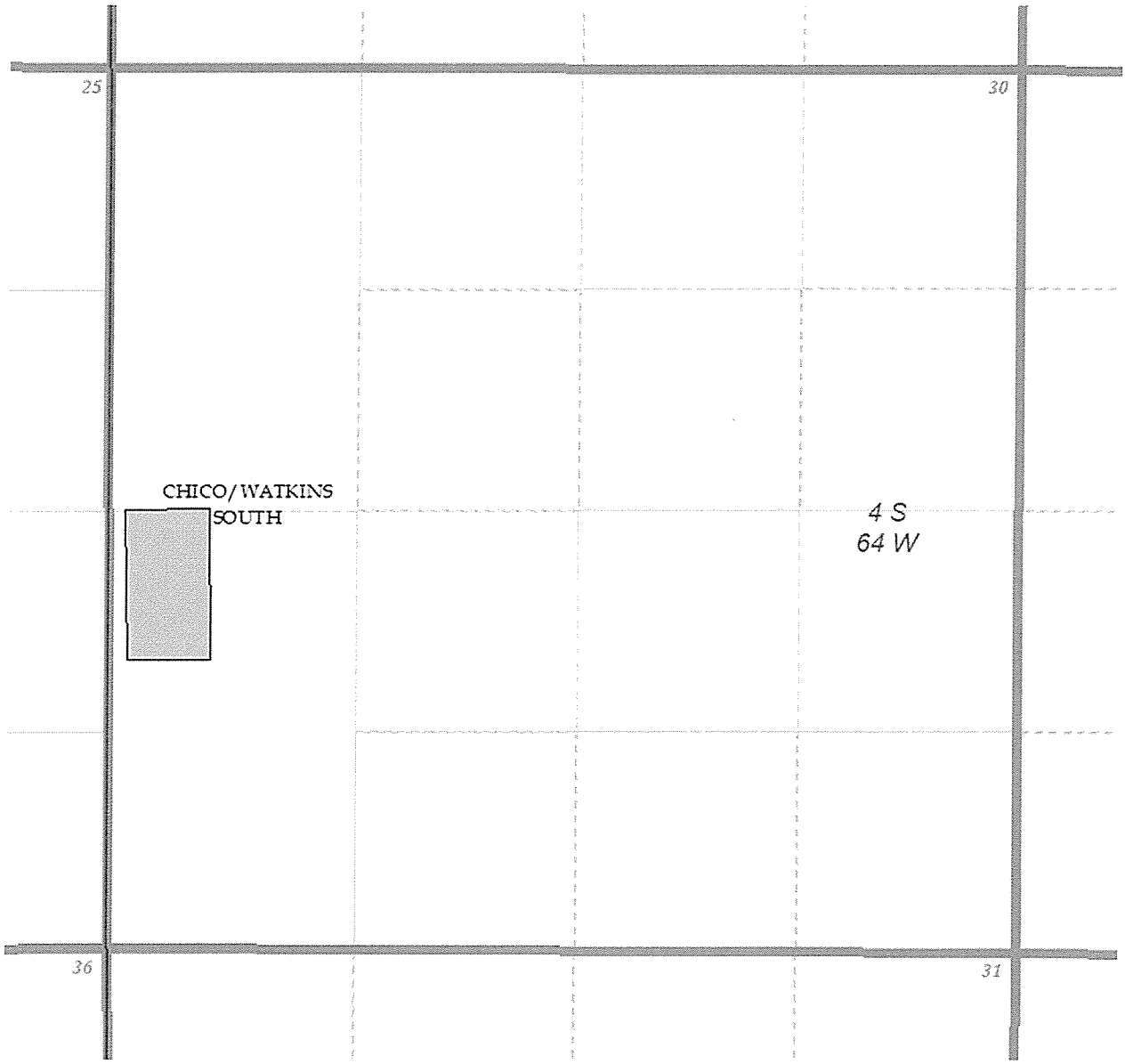
Well Site Name	Blue 3-65 32-33 South
Legal Description:	NW/4 SW/4, Section 34, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



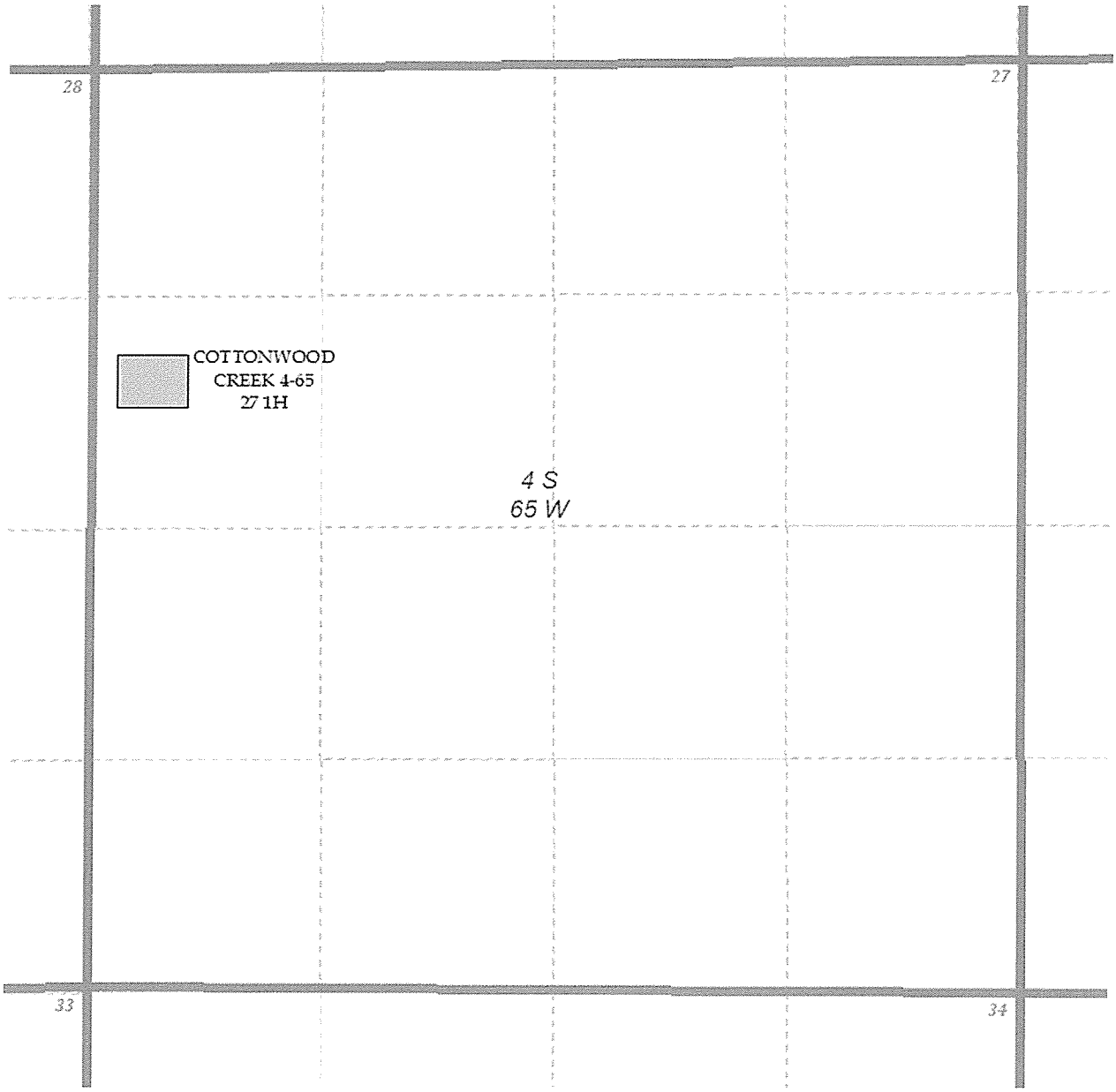
Well Site Name	Chico 4-65 26-25 North
Legal Description:	SW/4 NW/4, Section 26, T4S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Both phases approved
BMP Exemptions:	9 (Low Profile Tanks)
Distance to closest residence:	Greater than 1320'



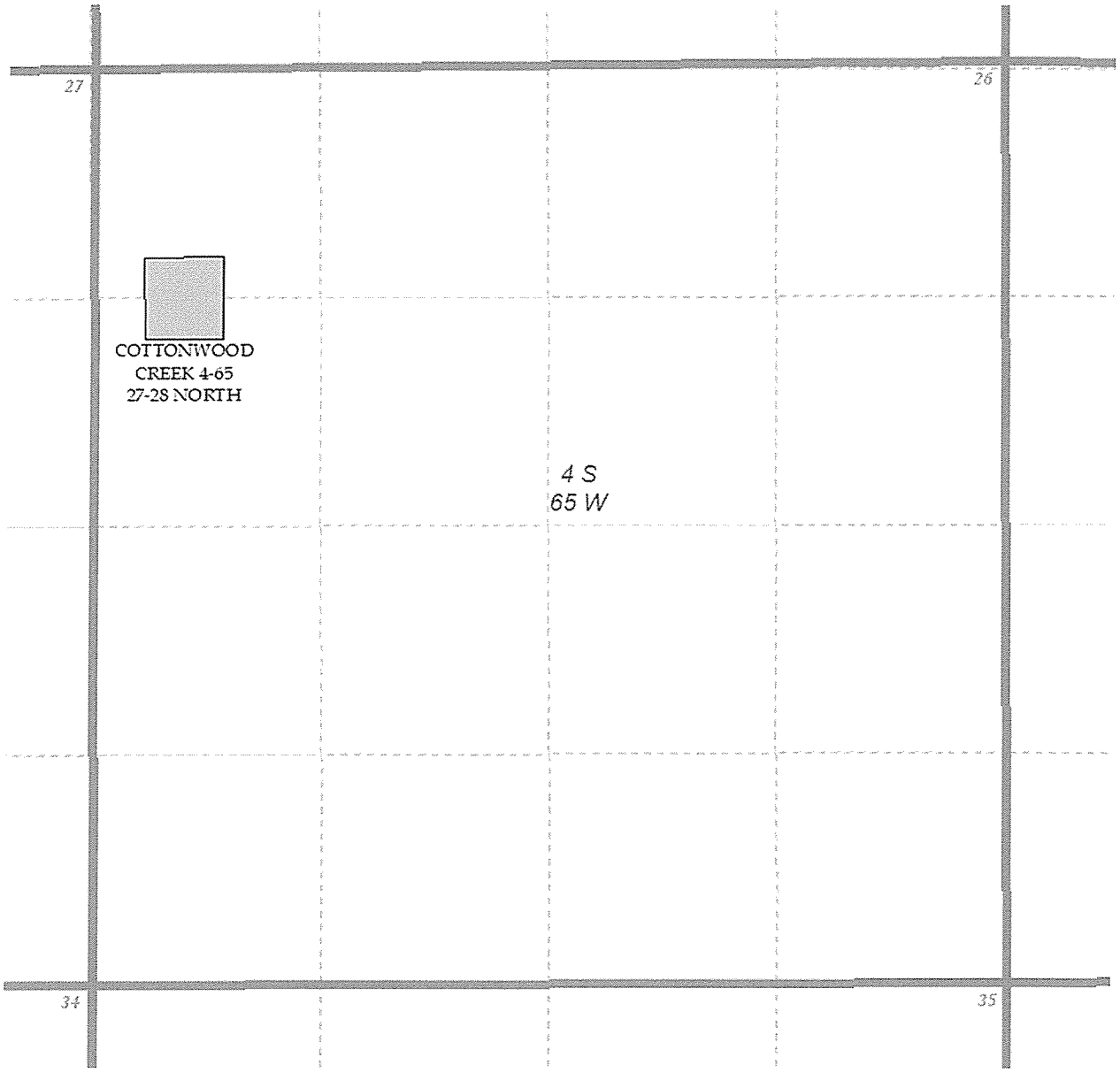
Well Site Name	Chico/Watkins South
Legal Description:	NW/4 SW/4, Section 30, T4S, R64W
Number of Planned Wells:	9
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



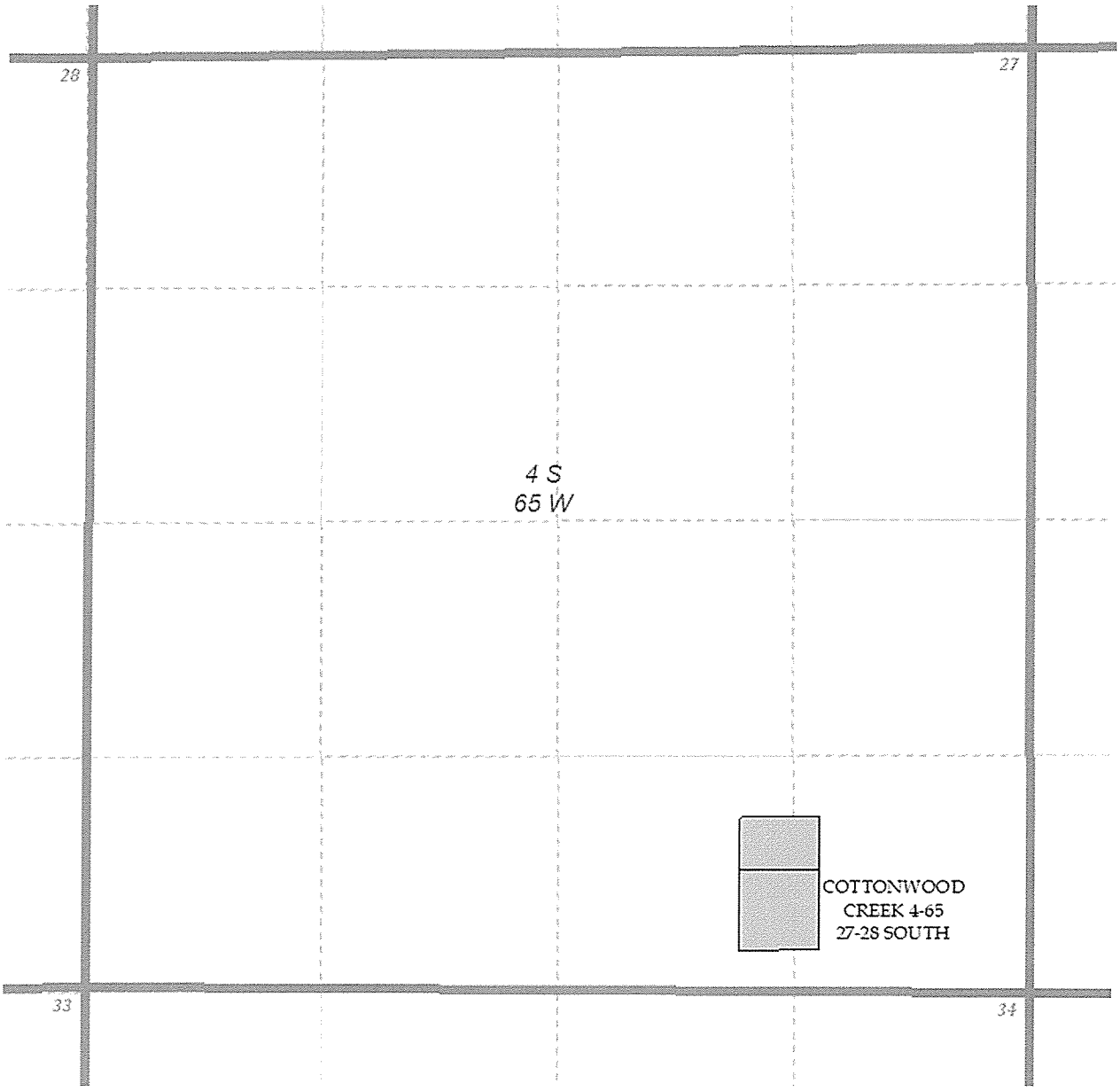
Well Site Name	Cottonwood Creek 4-65 27 1H
Legal Description:	SW/4 NW/4, Section 27, T4S, R65W
Number of Planned Wells:	1
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	9 (Low Profile Tanks) 15.1.3 (Pneumatic Devices) 15.3 (Ambient Air Sampling) 28 (Access Roads) 48.1 (Setbacks from Buried Infrastructure)
Distance to closest residence:	Greater than 1320'



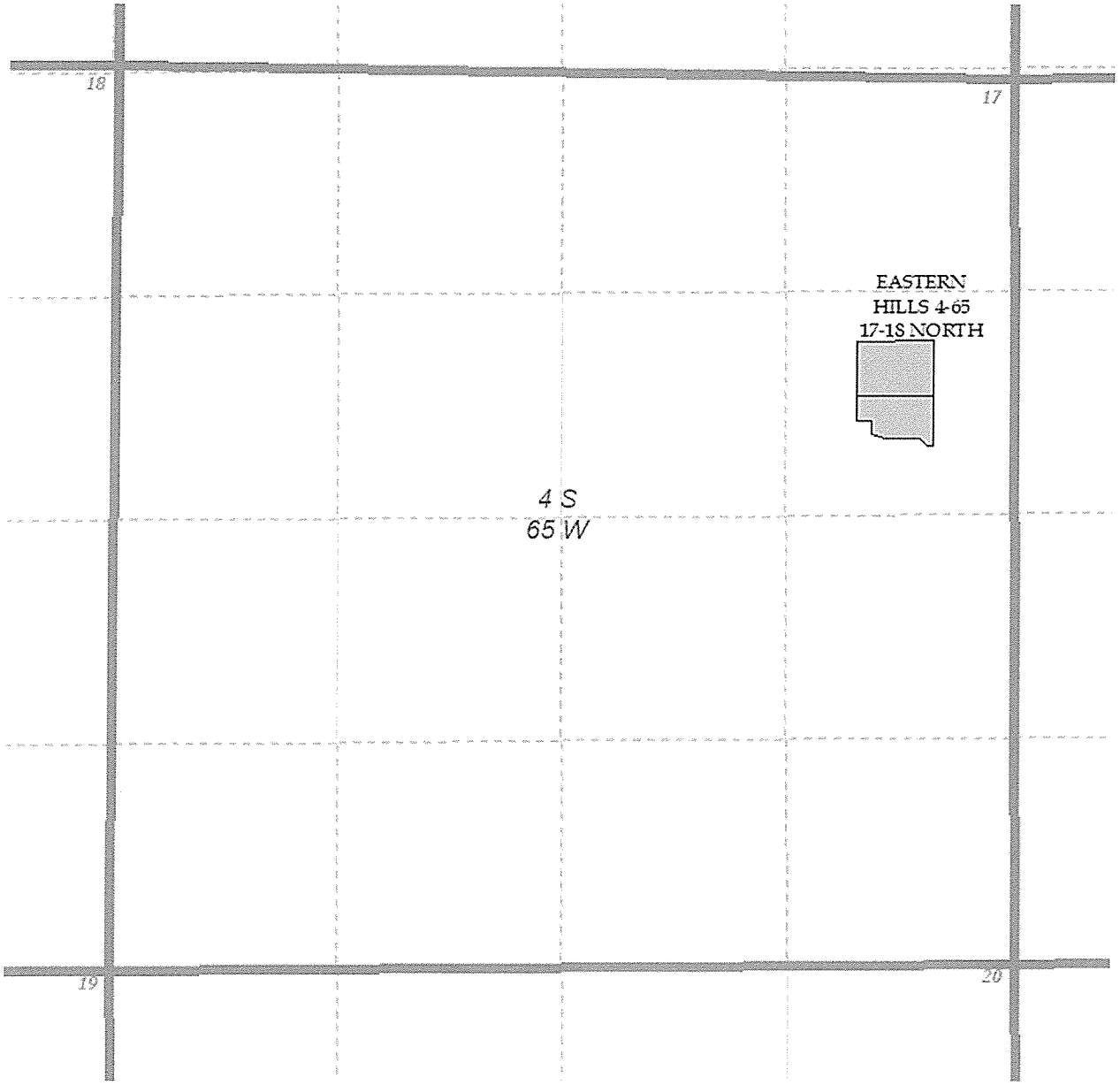
Well Site Name	Cottonwood Creek 4-65 27-28 North
Legal Description:	W/2 NW/4, Section 26, T4S, R65W
Number of Planned Wells:	7
Construction Status:	Not built
Permit Status:	Approved
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



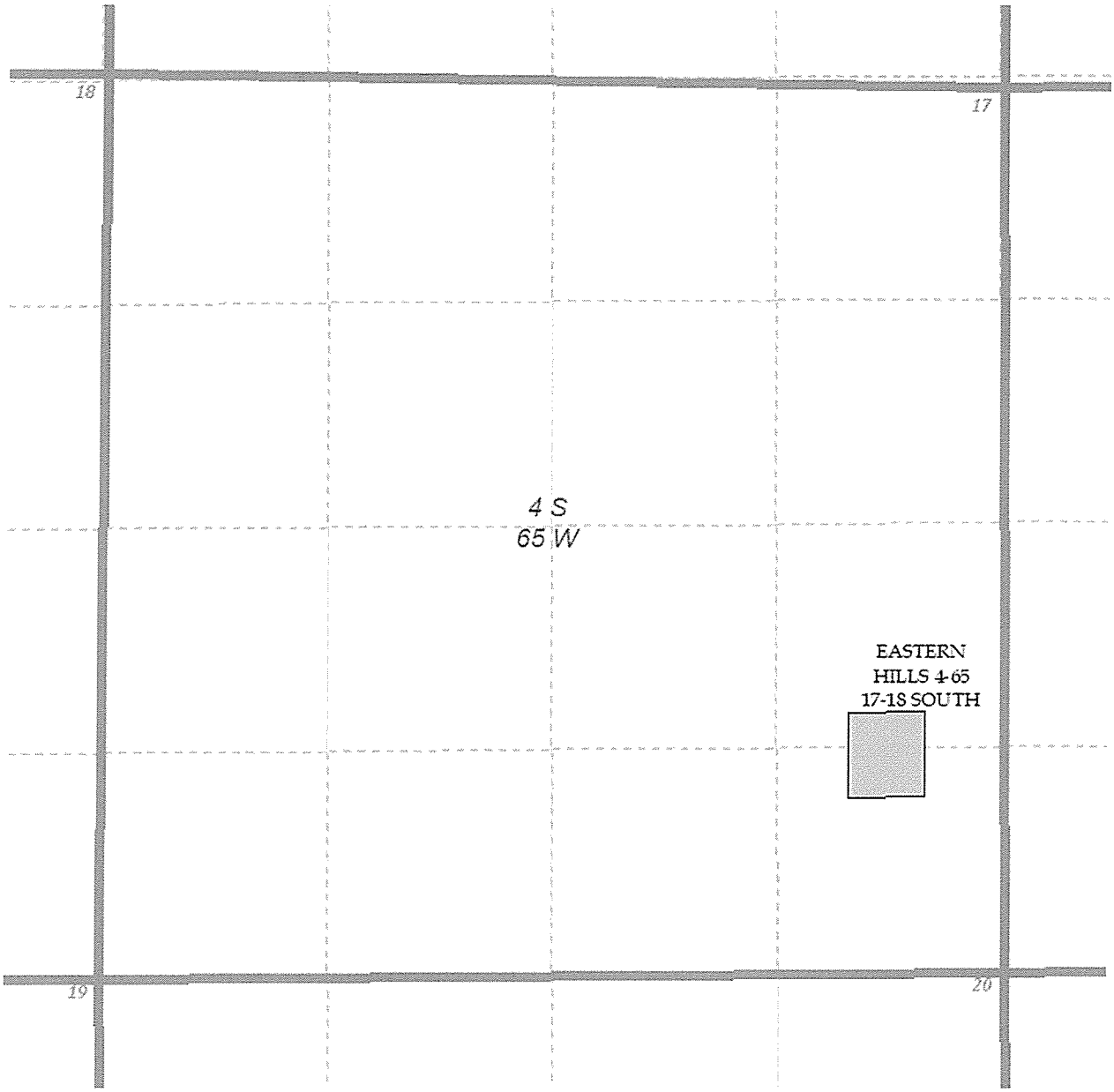
Well Site Name	Cottonwood Creek 4-65 27-28 South
Legal Description:	S/2 SE/4, Section 27, T4S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Phase 1 approved; Phase 2 not submitted
BMP Exemptions:	9 (Low Profile Tanks)
Distance to closest residence:	1,240'



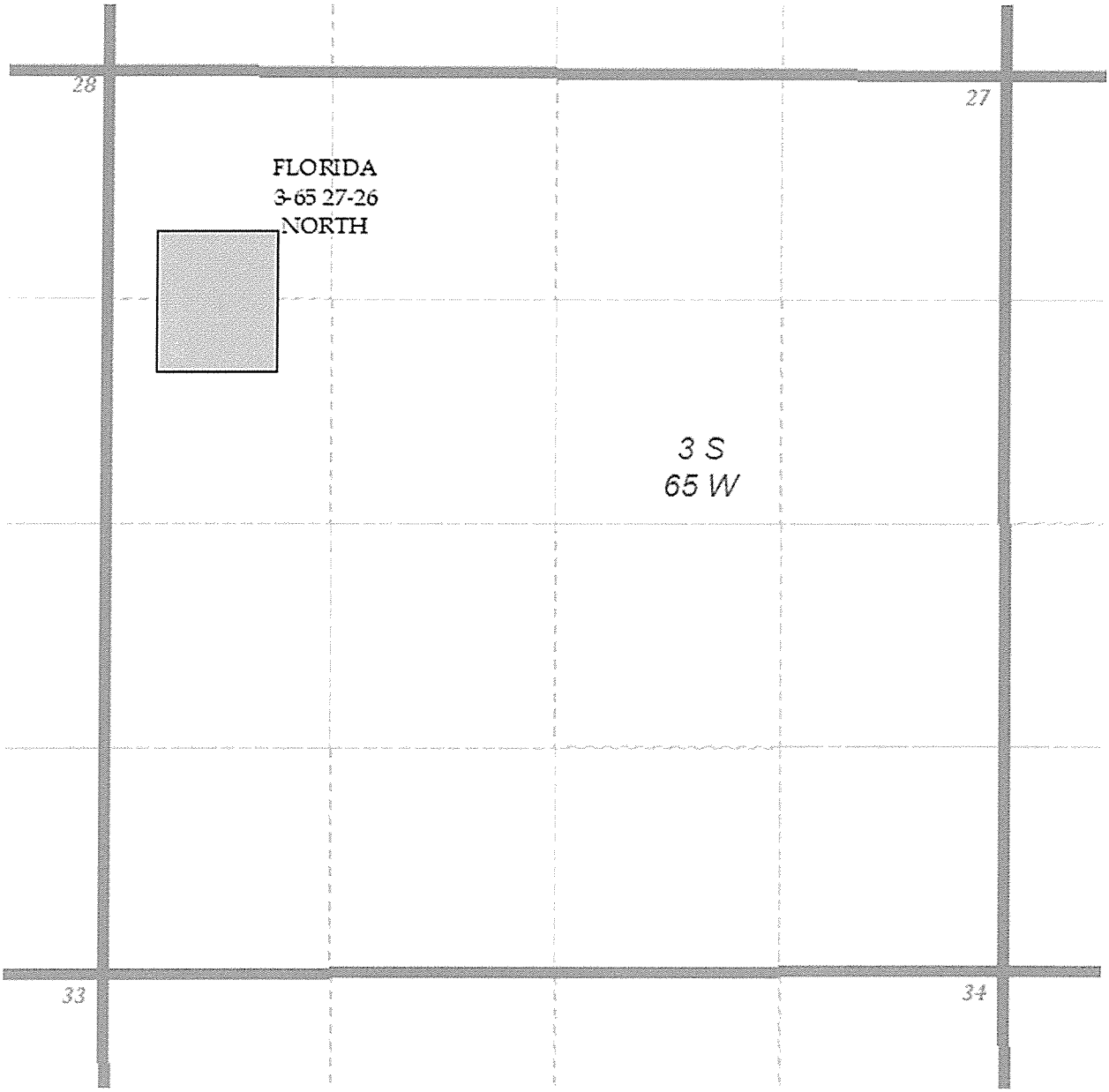
Well Site Name	Eastern Hills 4-65 17-18 North
Legal Description:	SE/4 NE/4, Section 17, T4S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Phase 1 approved; Phase 2 pending approval
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



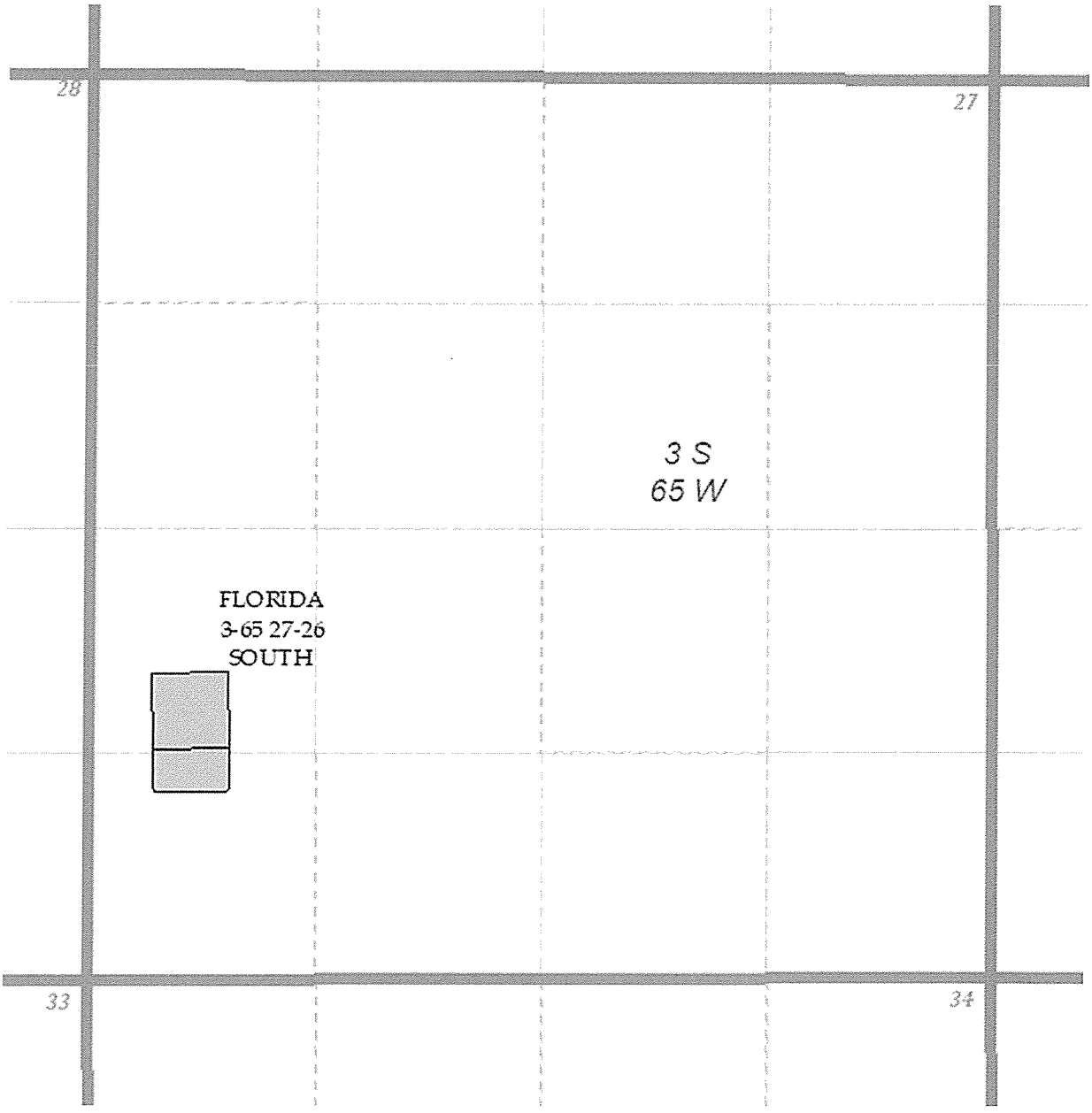
Well Site Name	Eastern Hills 4-65 17-18 South
Legal Description:	E/2 SE/4, Section 17, T4S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Submitted, pending approval
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



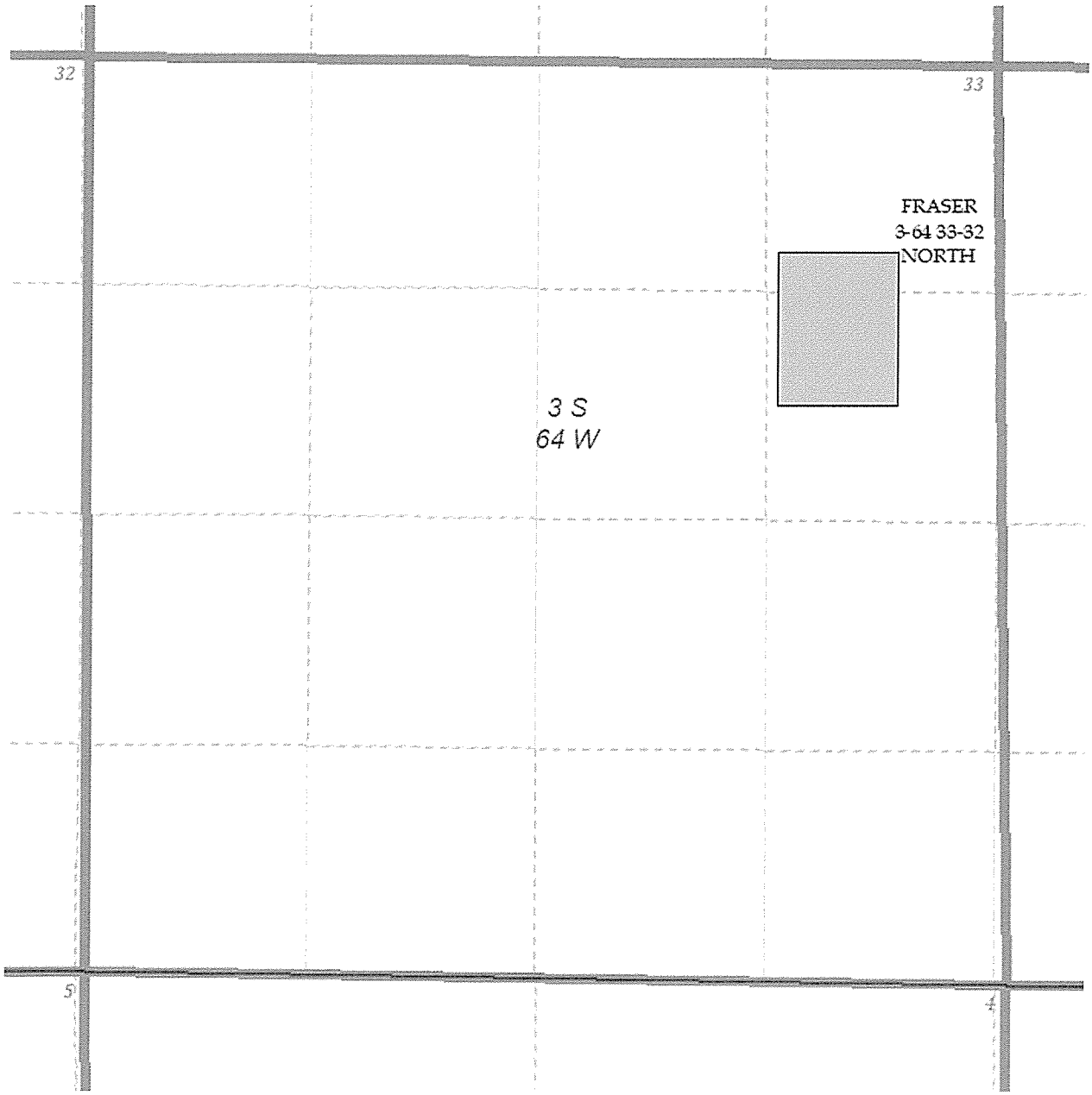
Well Site Name	Florida 3-65 27-26 North
Legal Description:	W/2 NW/4, Section 27, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



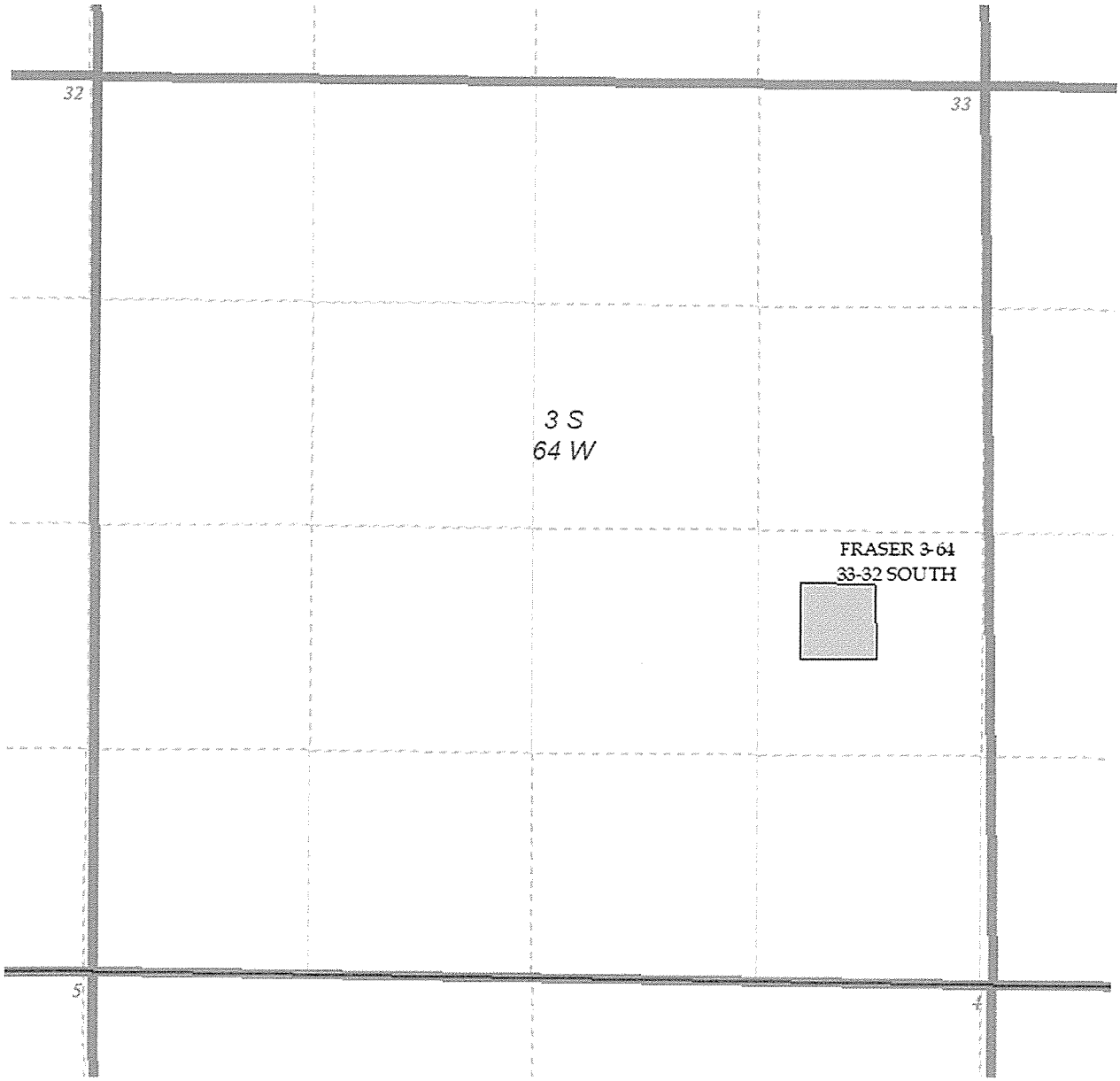
Well Site Name	Florida 3-65 27-26 South
Legal Description:	W/2 SW/4, Section 27, T3S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	All phases approved
BMP Exemptions:	9 (Low Profile Tanks)
Distance to closest residence:	Greater than 1320'



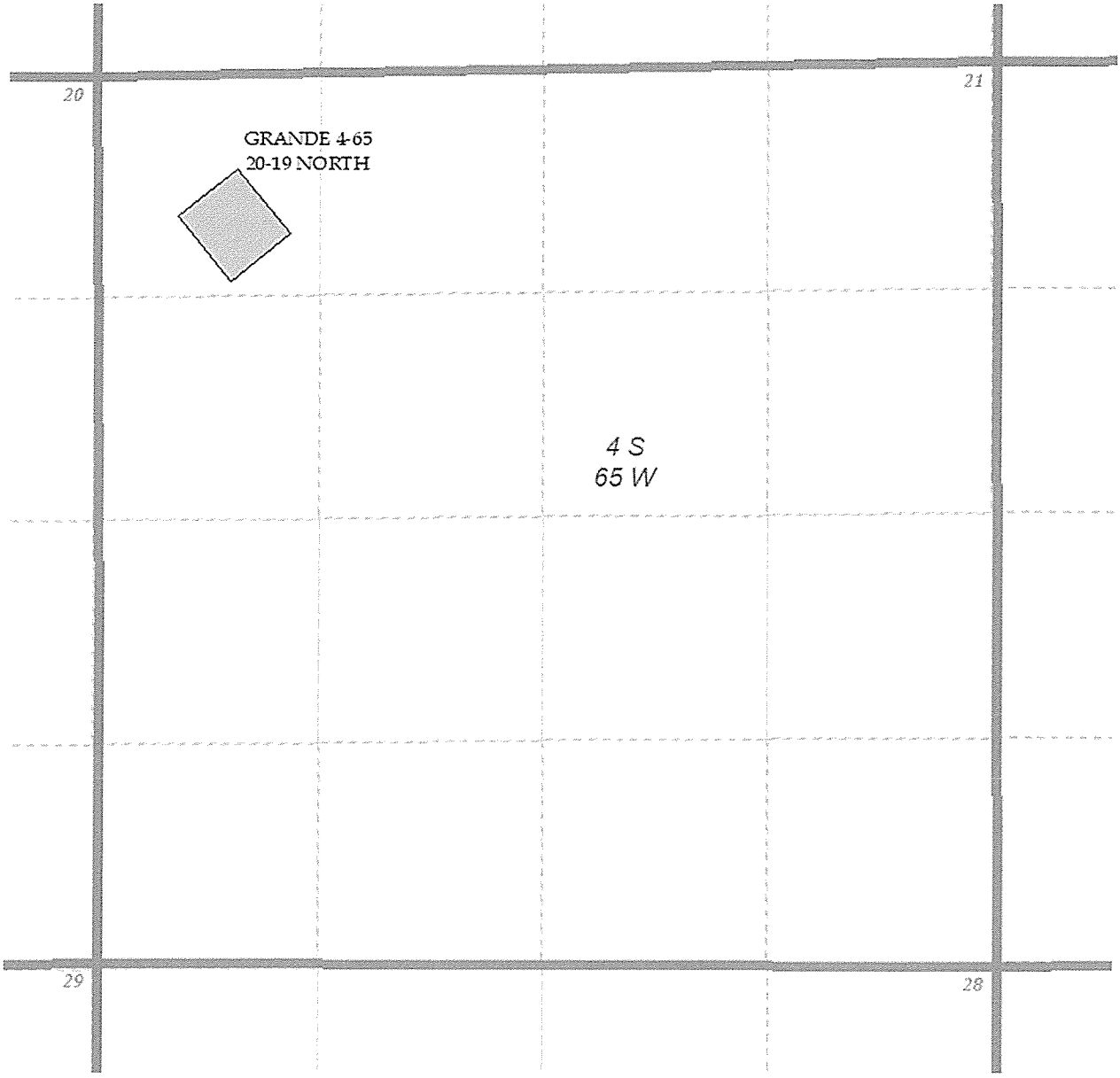
Well Site Name	Fraser 3-64 33-32 North
Legal Description:	SE/4NE/4, Section 33 T3S, R64W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence	850′



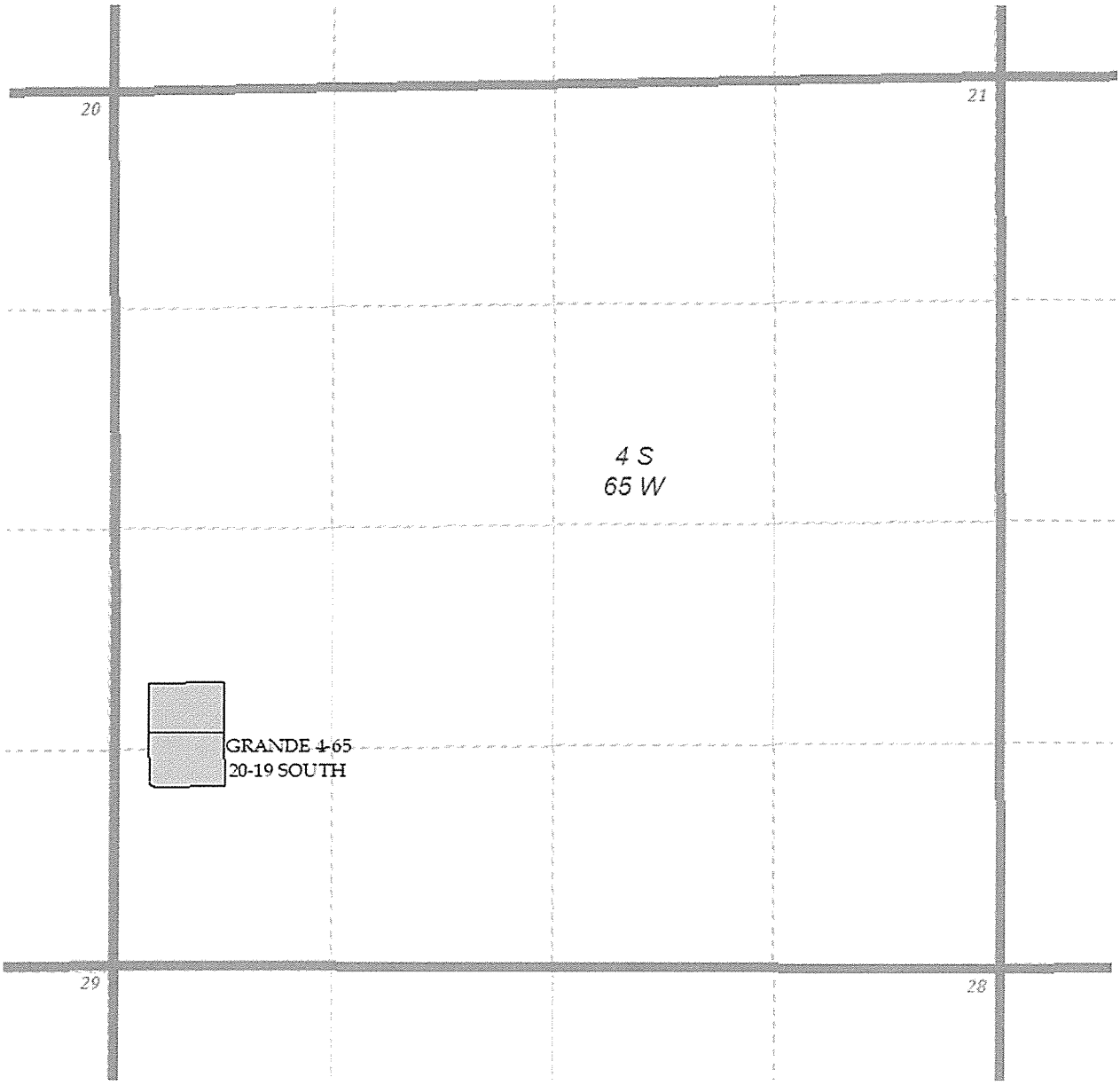
Well Site Name	Fraser 3-64 33-32 South
Legal Description:	NE/4SE/4, Section 33 T3S, R64W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Both phases approved
BMP Exemptions:	None
Distance to closest residence:	1,070'



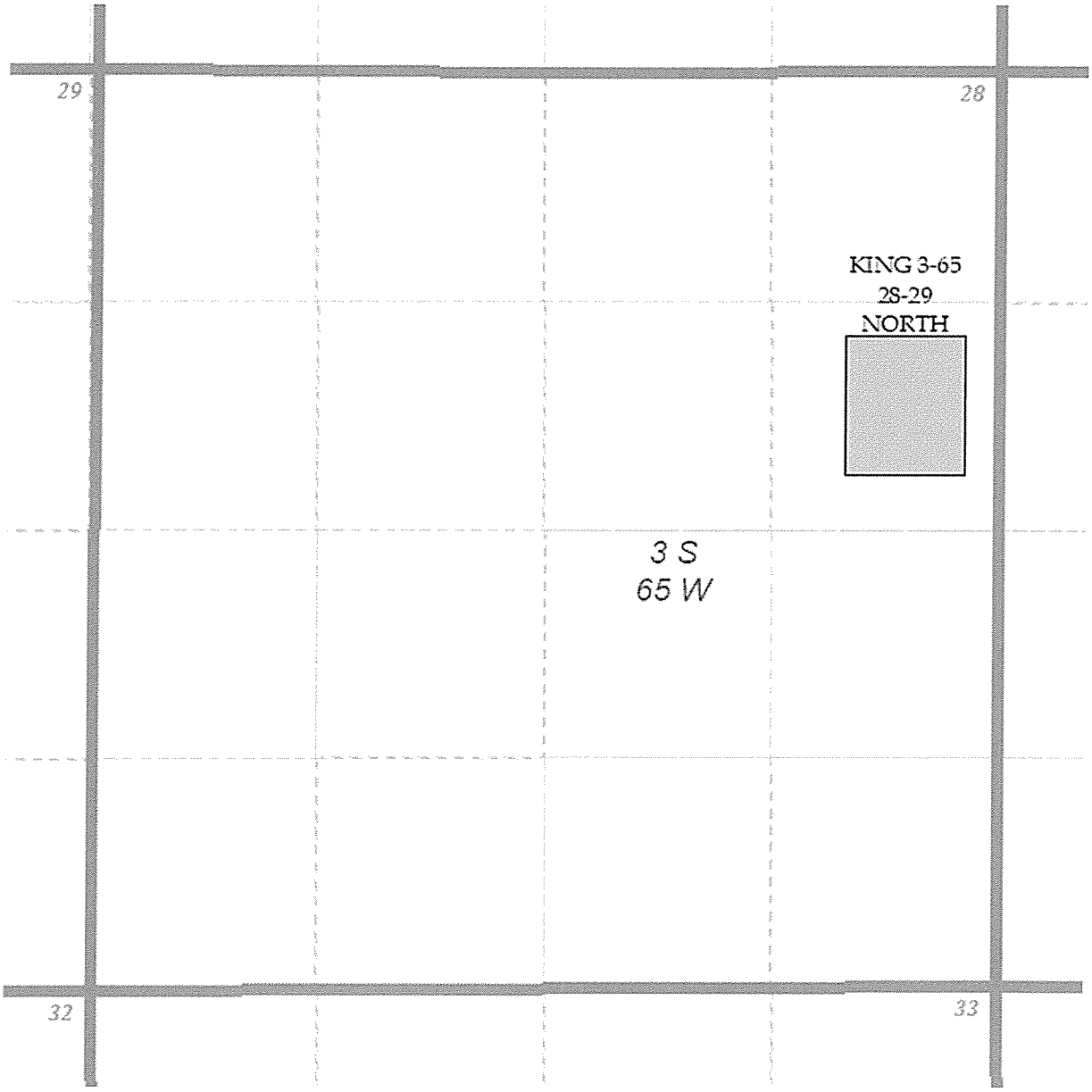
Well Site Name	Grande 4-65 20-19 North
Legal Description:	NW/4NW/4, Section 21 T4S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Submitted, pending approval
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



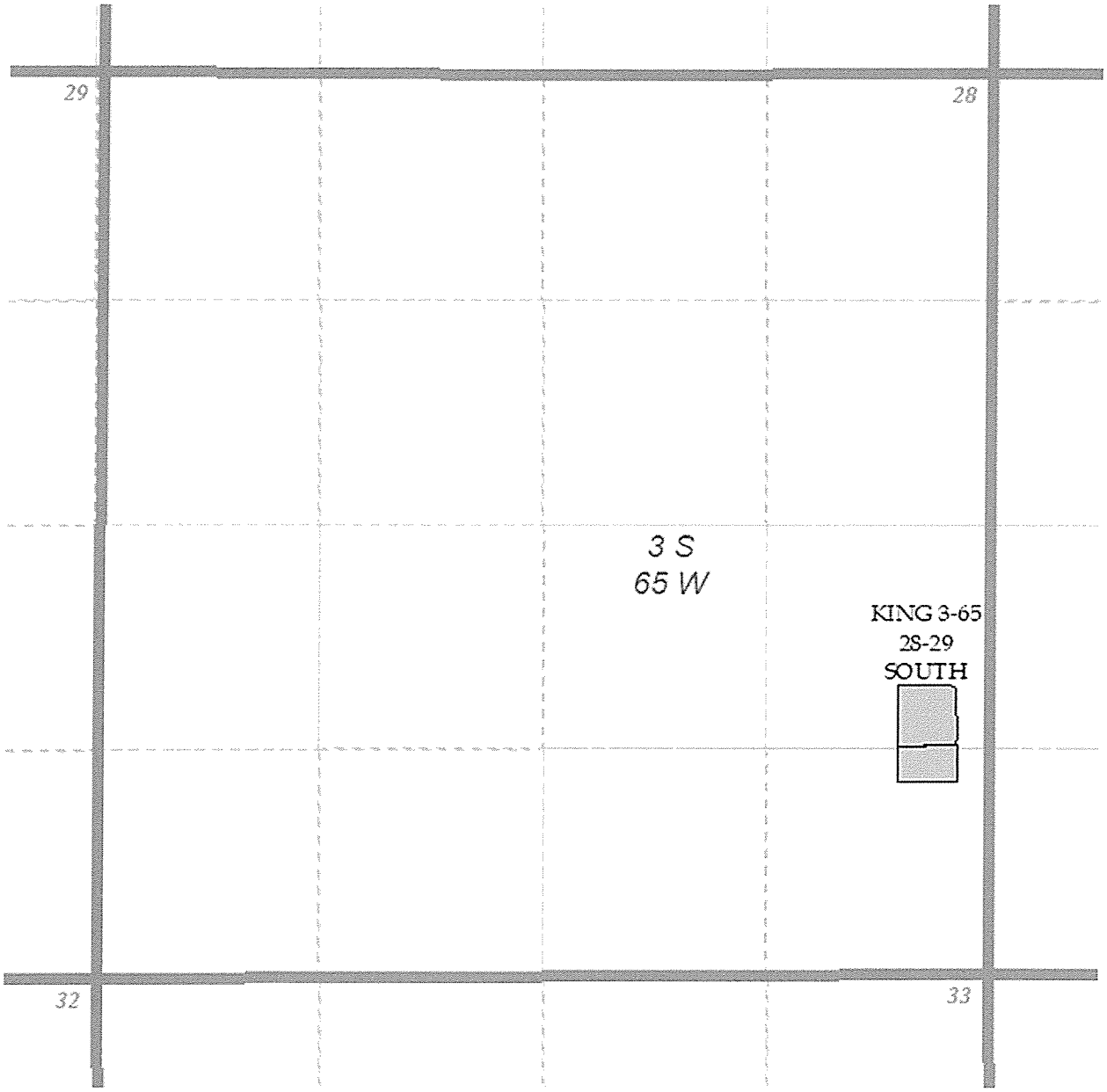
Well Site Name	Grande 4-65 20-19 South
Legal Description:	W/2 SW/4, Section 21 T4S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Phase 1 approved; Phase 2 submitted/pending approval
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



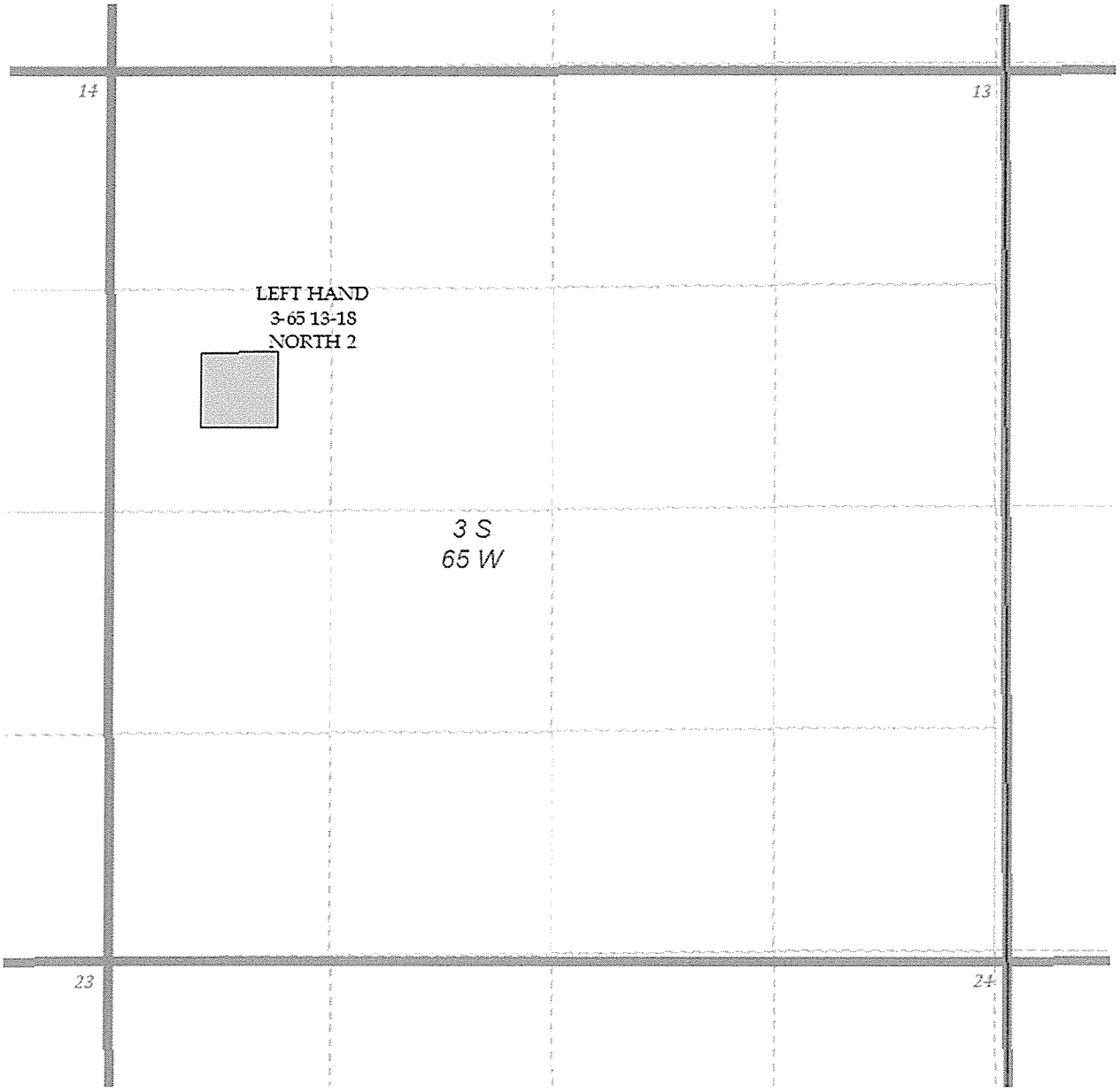
Well Site Name	King 3-65 28-29 North
Legal Description:	SE/4NE/4, Section 28 T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



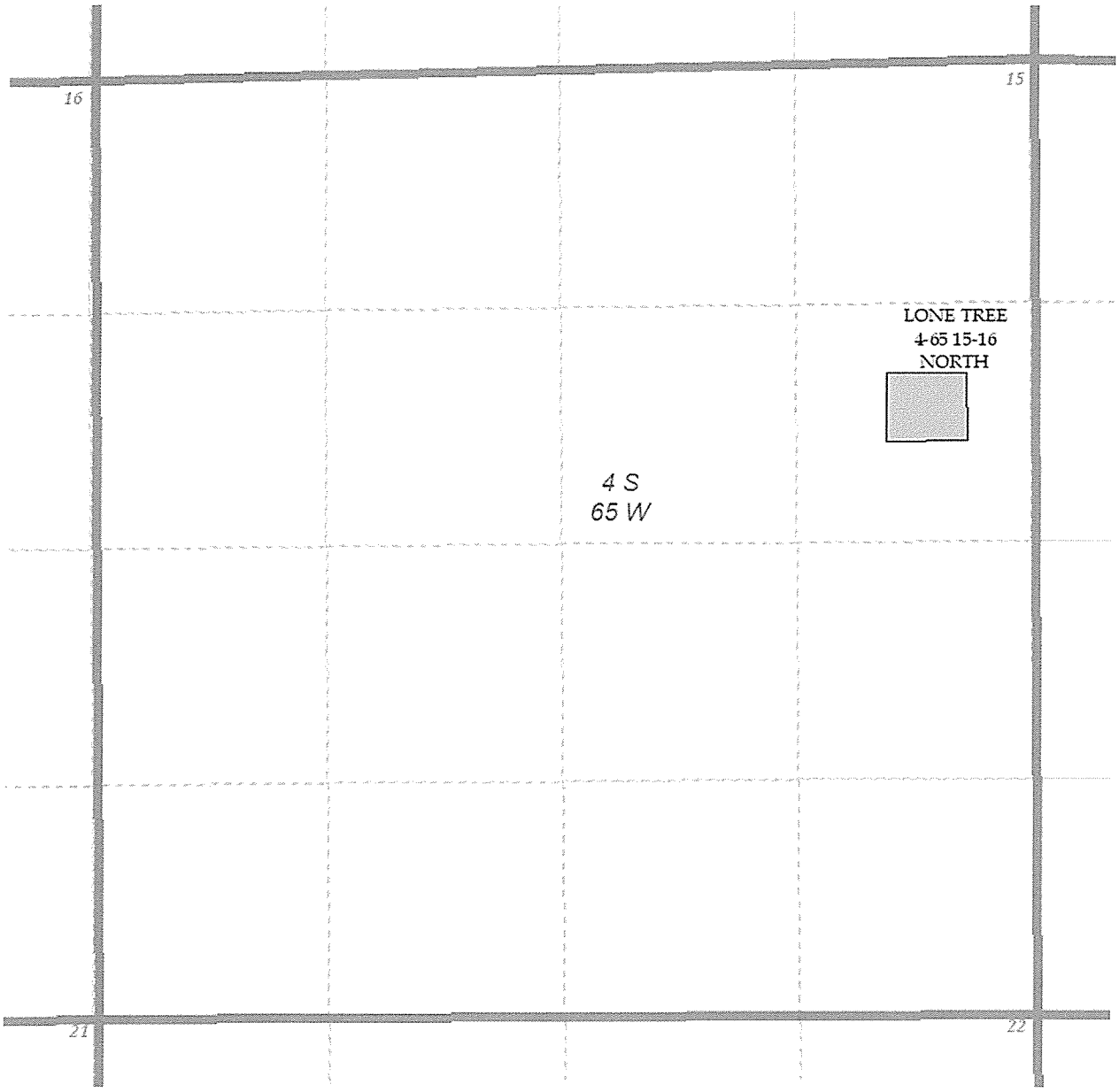
Well Site Name	King 3-65 28-29 South
Legal Description:	NE/4SE/4, Section 28 T3S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Both phases approved
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



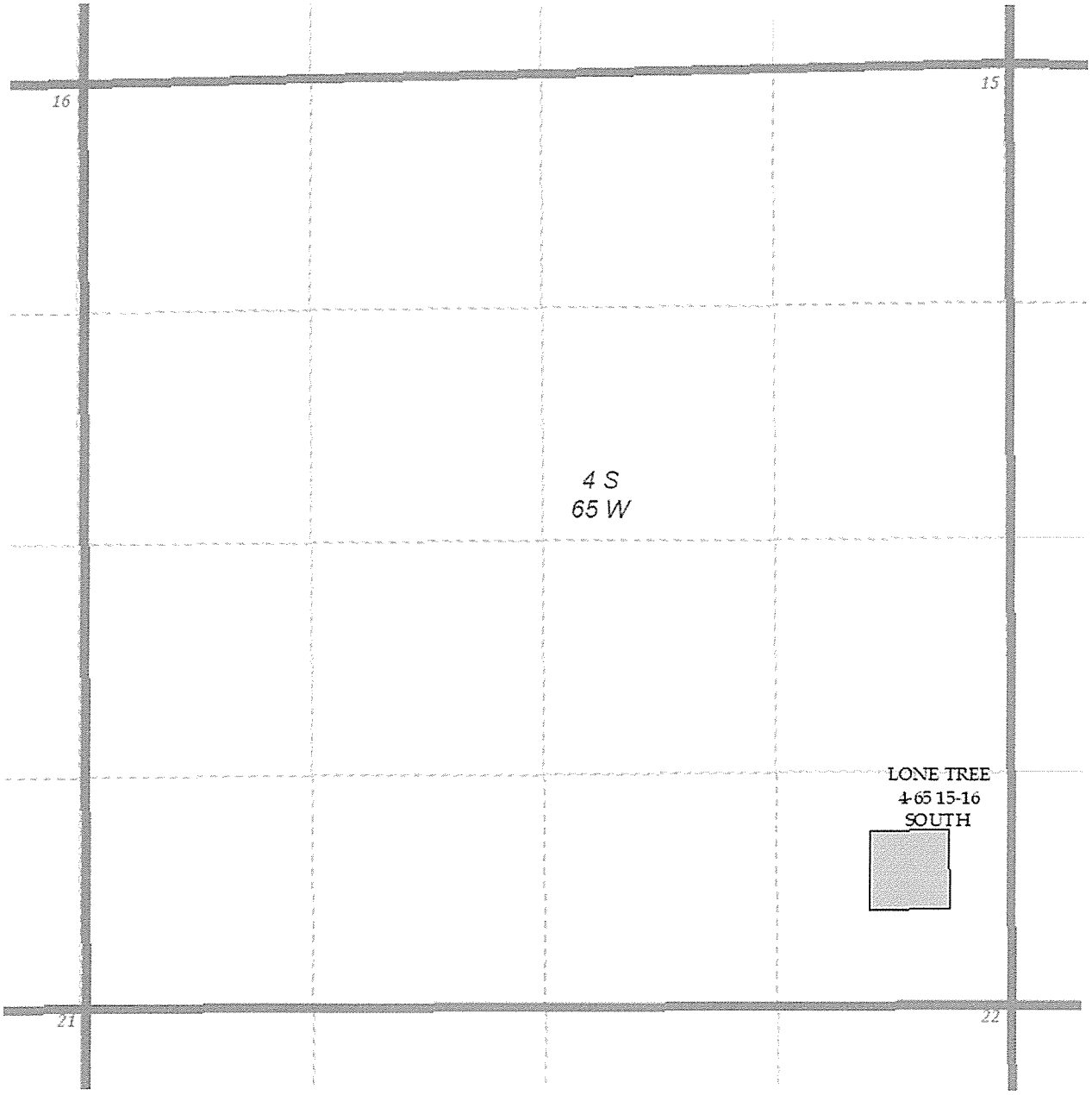
Well Site Name	Left Hand 3-65 13-18 North 2
Legal Description:	SW/4NW/4, Section 13 T3S, R65W
Number of Planned Wells:	4
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	48.3 (Setbacks from Reservoirs)
Distance to closest residence:	Greater than 1320'



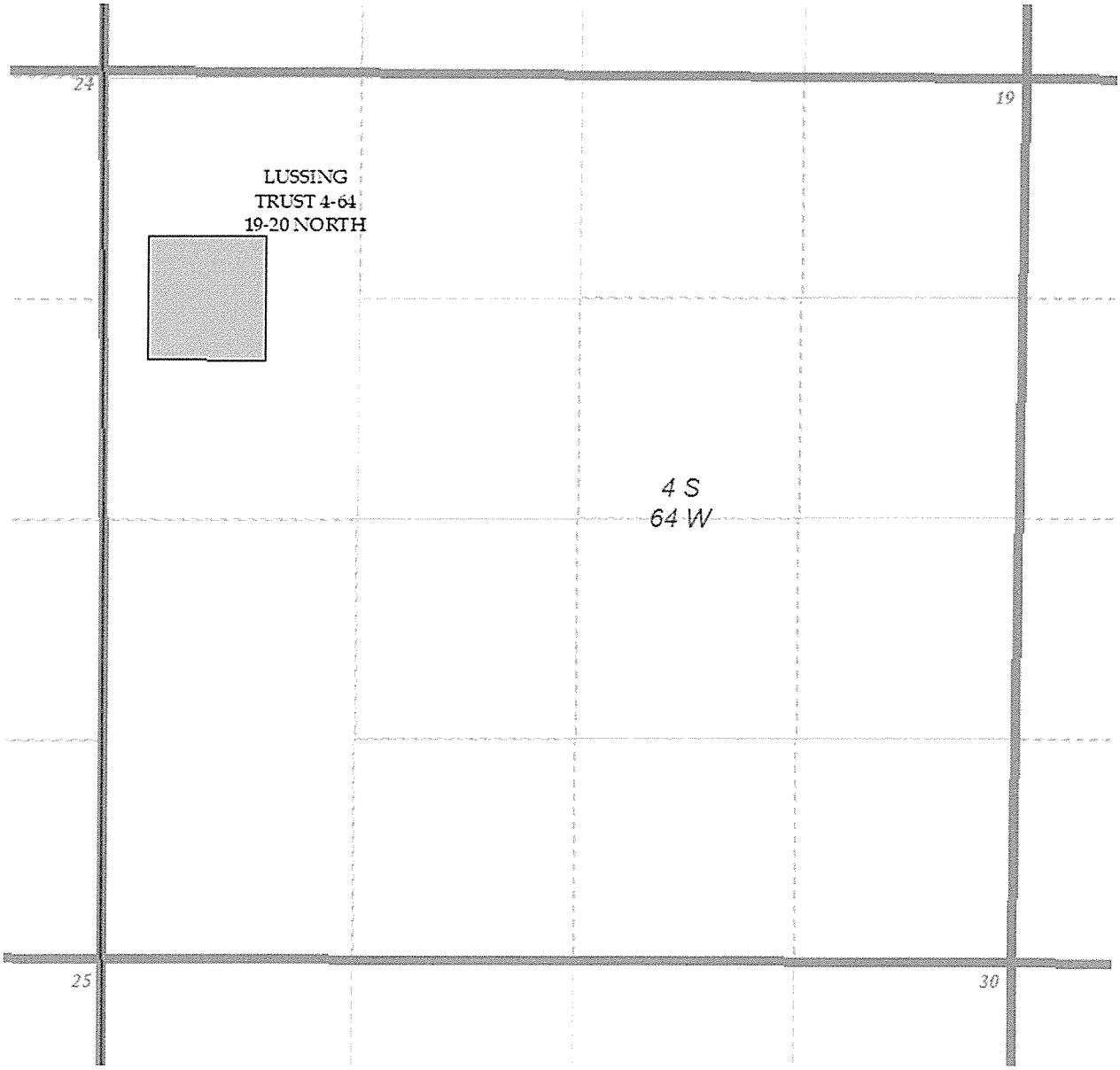
Well Site Name	Lone Tree 4-65 15-16 North
Legal Description:	SE/4NE/4, Section 15 T4S, R65W
Number of Planned Wells:	10
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Phase 1 built; Phase 2 submitted / pending approval
BMP Exemptions:	None
Distance to closest residence:	1,290'



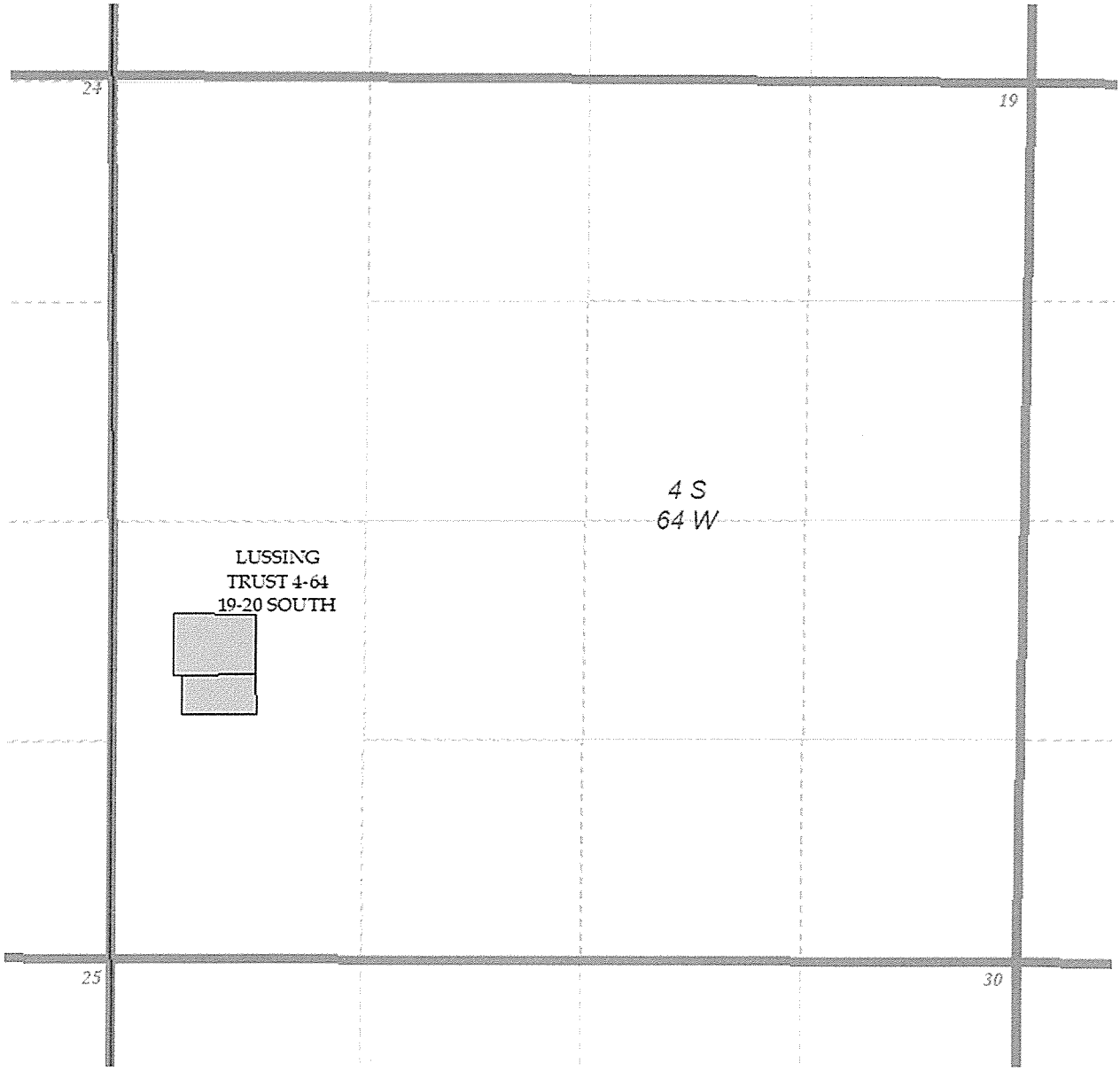
Well Site Name	Lone Tree 4-65 15-16 South
Legal Description:	SE/4SE/4, Section 15 T4S, R65W
Number of Planned Wells:	6
Construction Status:	Not built
Permit Status:	Submitted/pending approval
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



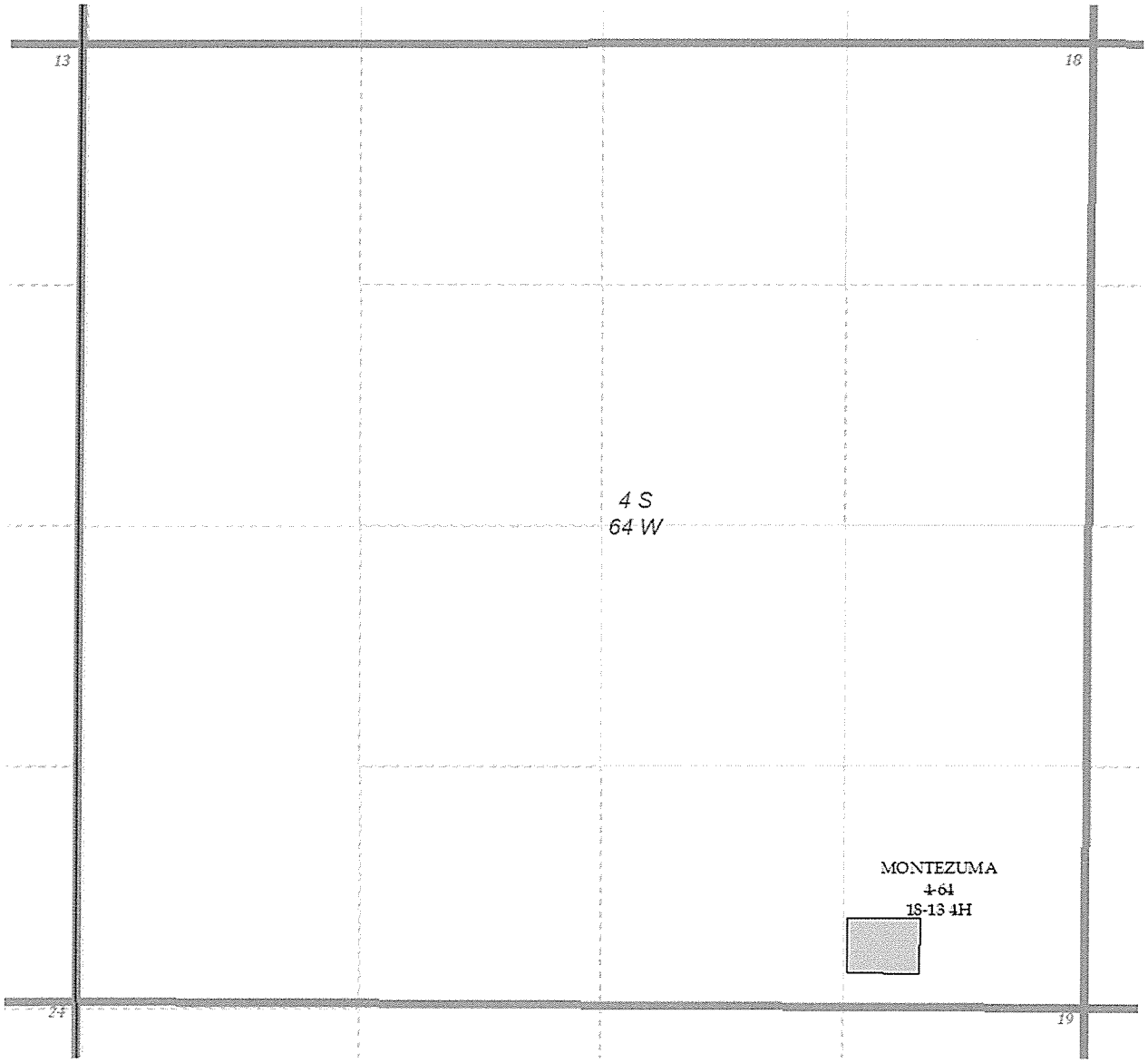
Well Site Name	Lussing Trust 4-64 19-20 North
Legal Description:	W/2 NW/4, Section 19 T4S, R64W
Number of Planned Wells:	7
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



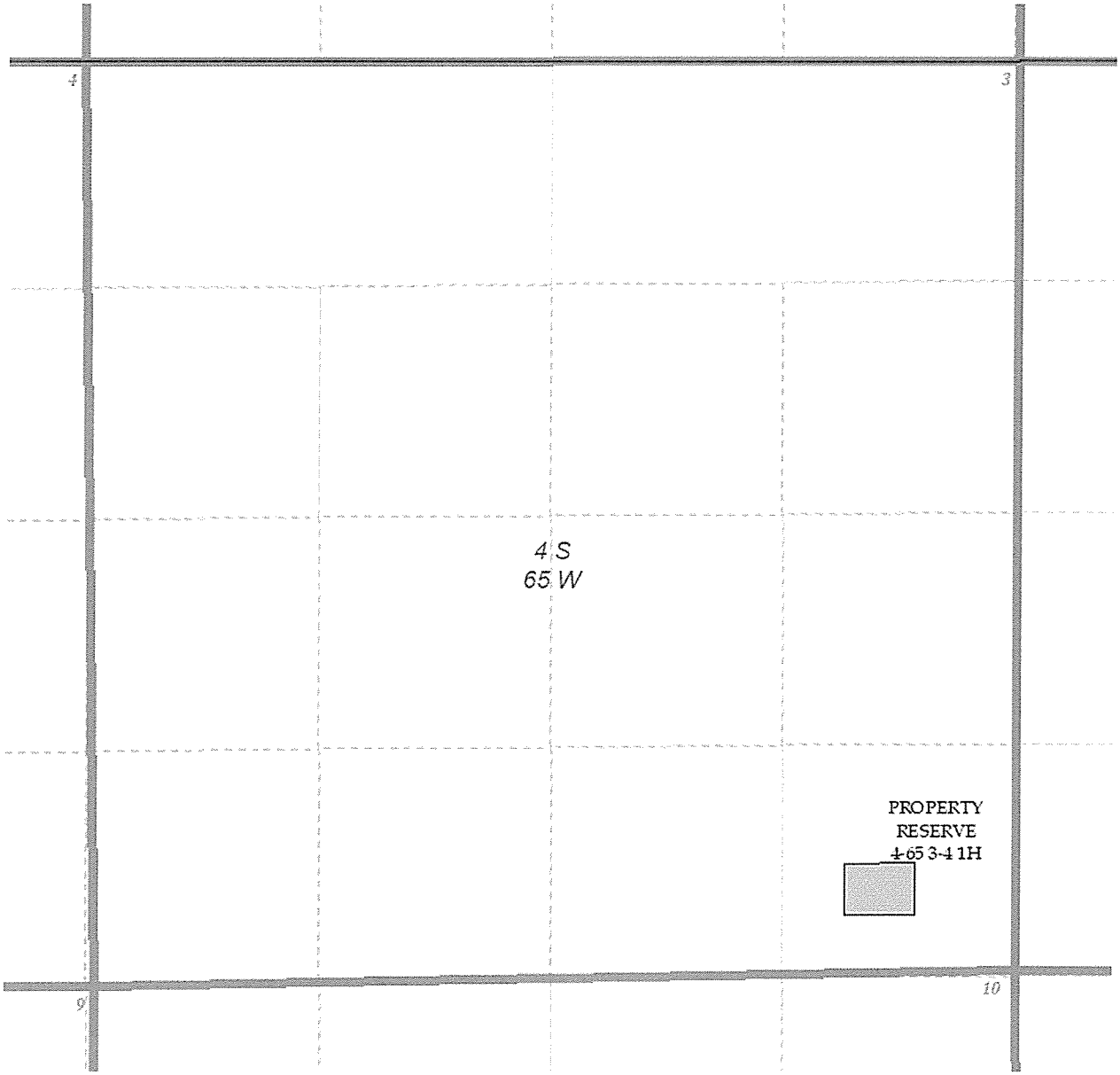
Well Site Name	Lussing Trust 4-64 19-20 South
Legal Description:	NW/4 SW/4, Section 19 T4S, R64W
Number of Planned Wells:	8
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	9 (Low Profile Tanks) 15.3 (Ambient Air Sampling)
Distance to closest residence:	Greater than 1320'



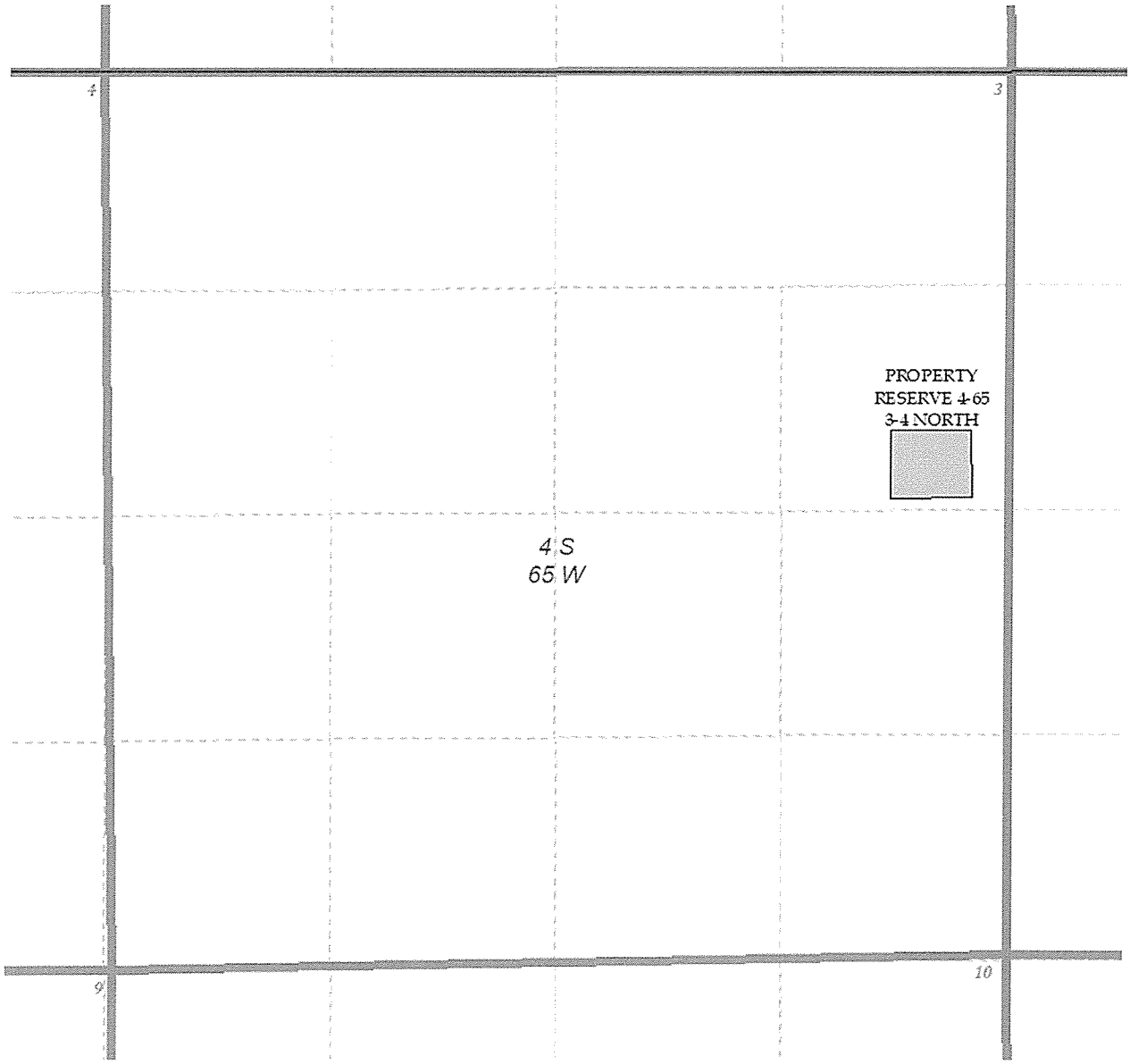
Well Site Name	Montezuma 4-64 18-13 4H
Legal Description:	SE/4SE/4, Section 18 T4S, R64W
Number of Planned Wells:	1
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	9 (Low Profile Tanks) 15.3 (Ambient Air Sampling)
Distance to closest residence:	1,010'



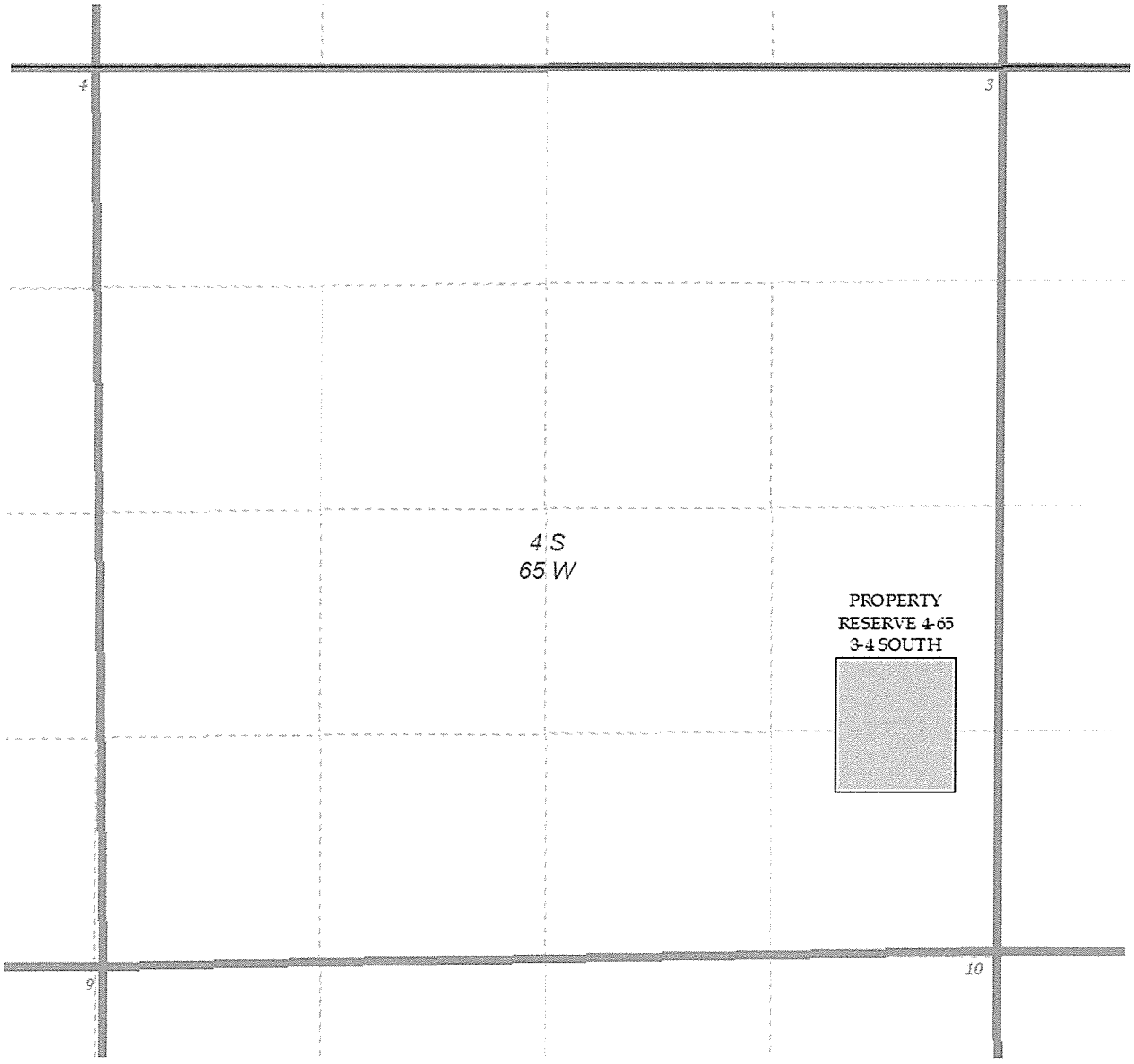
Well Site Name	Property Reserve 4-65 3-4 1H
Legal Description:	SE/4SE/4, Section 3 T4S, R65W
Number of Planned Wells:	1
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	9 (Low Profile Tanks) 15.1.3 (Pneumatic Devices) 15.3 (Ambient Air Sampling)
Distance to closest residence:	Greater than 1320'



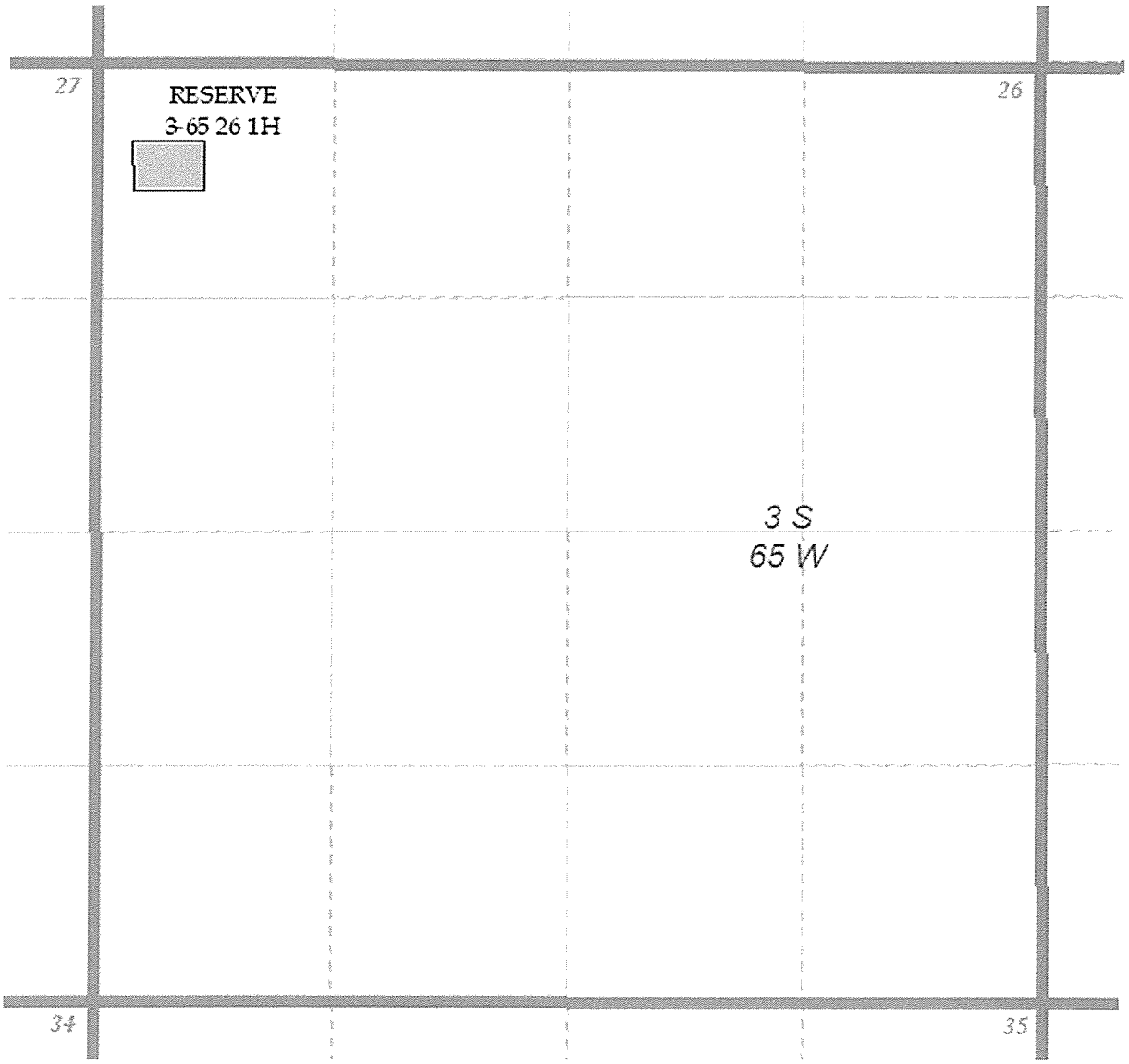
Well Site Name	Property Reserve 4-65 3-4 North
Legal Description:	SE/4NE/4, Section 3 T4S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Both phases approved
BMP Exemptions:	9 (Low Profile Tanks) 48.1 (Setbacks from Buried Infrastructure)
Distance to closest residence:	Greater than 1320'



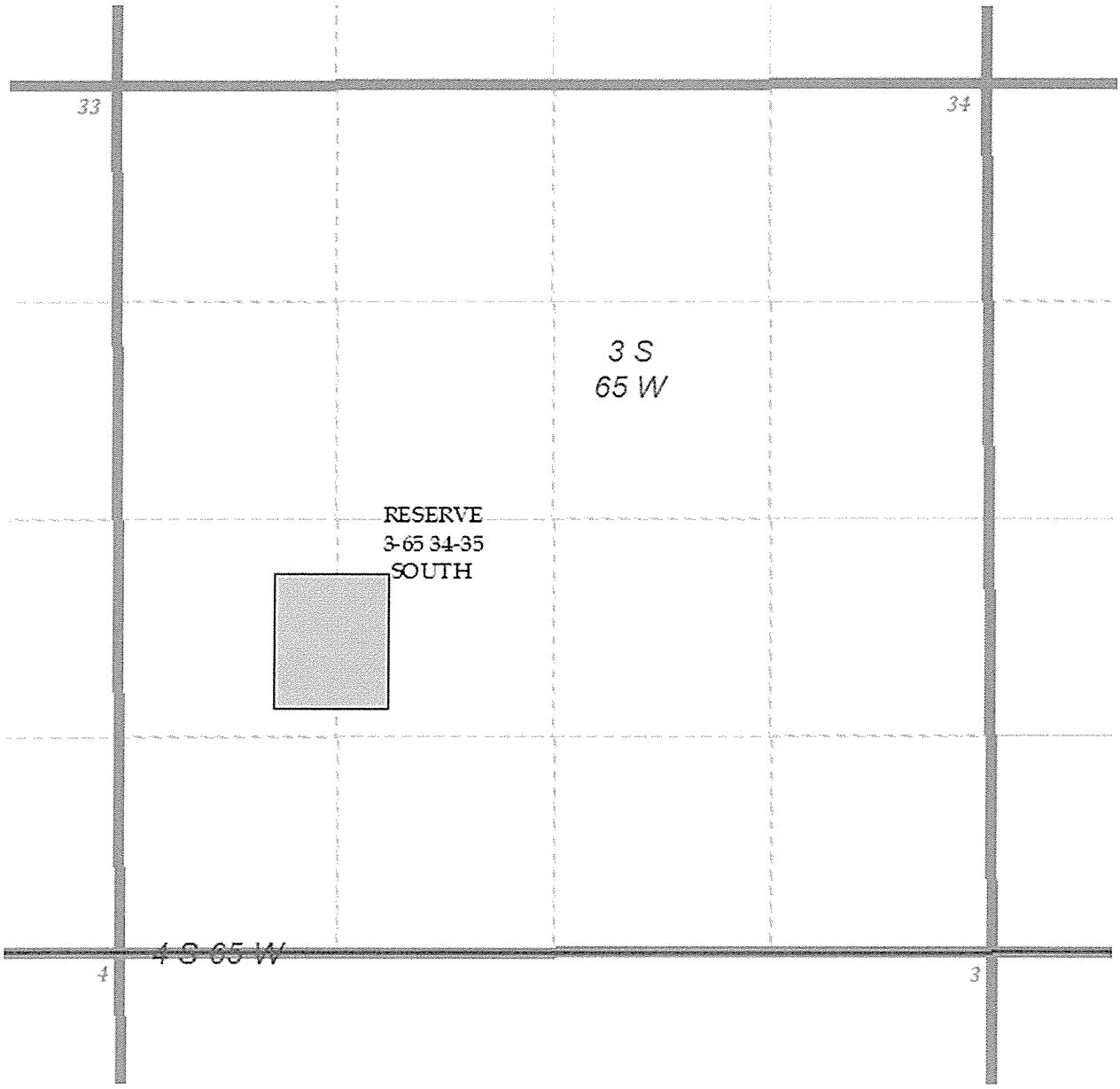
Well Site Name	Property Reserve 4-65 3-4 South
Legal Description:	E/2 SE/4, Section 3 T4S, R65W
Number of Planned Wells:	7
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



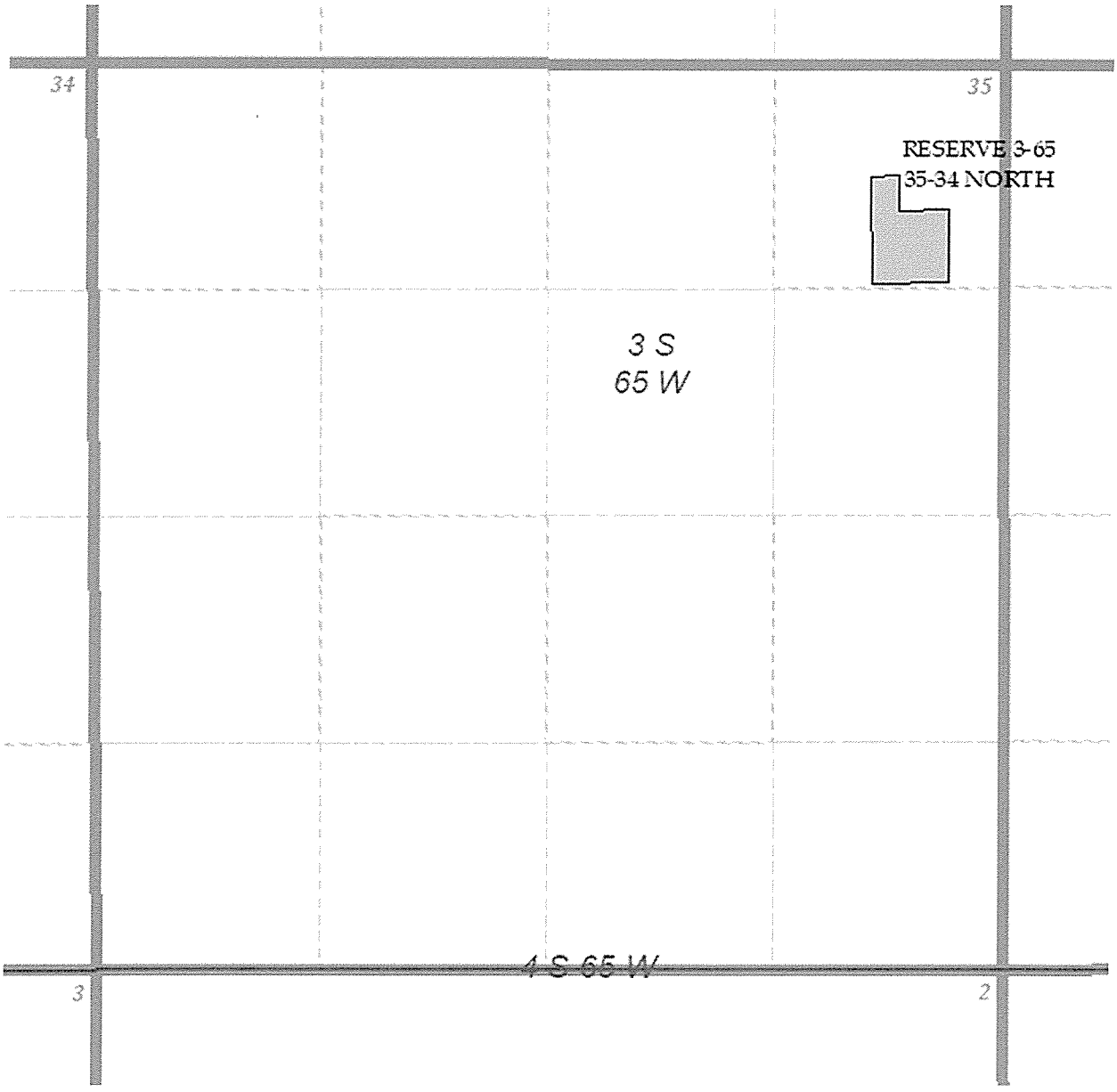
Well Site Name	Reserve 3-65 26 1H
Legal Description:	NW/4 NW/4, Section 26 T3S, R65W
Number of Planned Wells:	1
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	9 (Low Profile Tanks) 15.1.3 (Pneumatic Devices) 15.3 (Ambient Air Sampling) 28 (Access Roads) 48.3 (Setbacks from Reservoirs)
Distance to closest residence:	Greater than 1320'



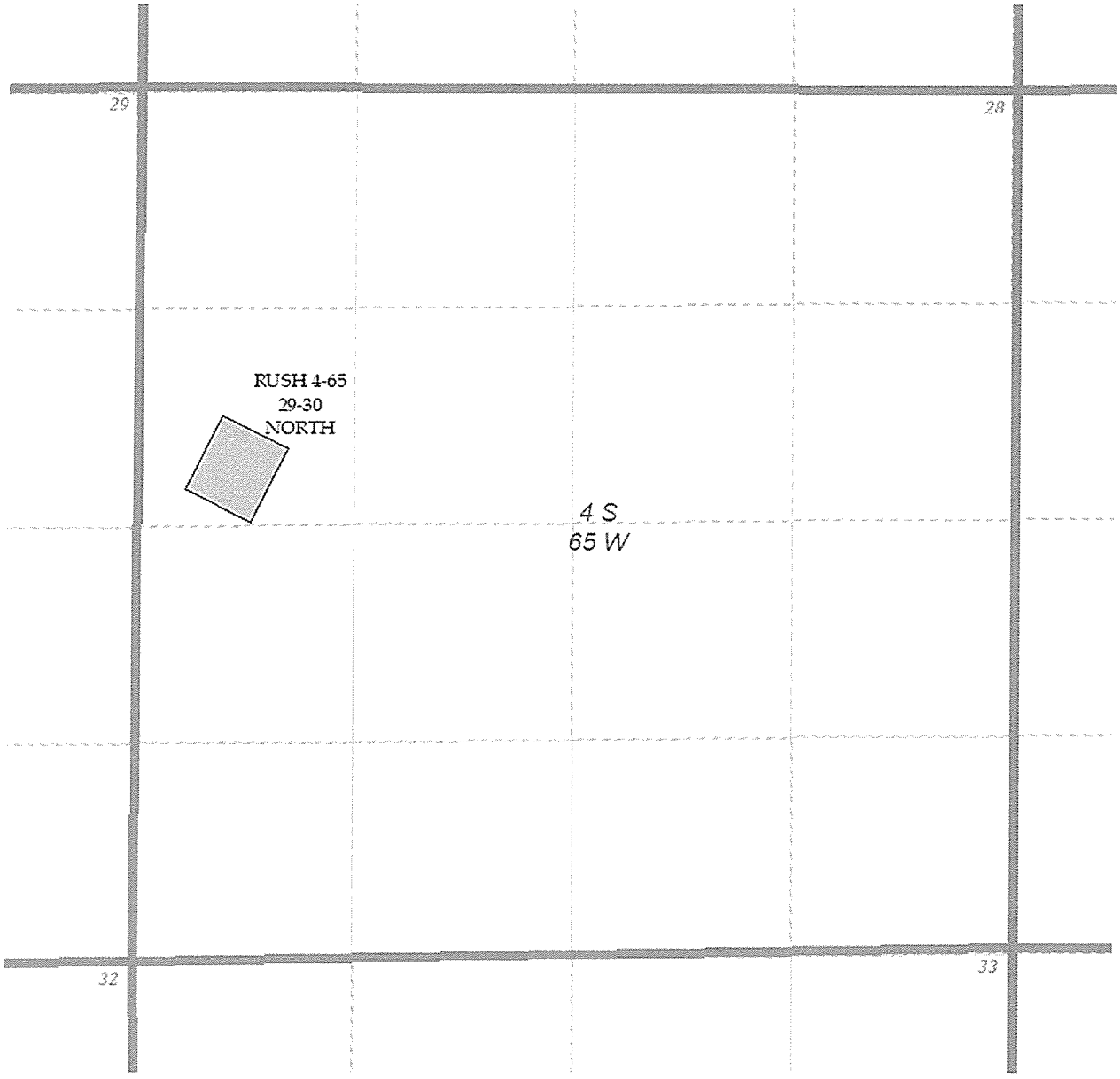
Well Site Name	Reserve 3-65 34-35 South
Legal Description:	N/2SW/4, Section 34 T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



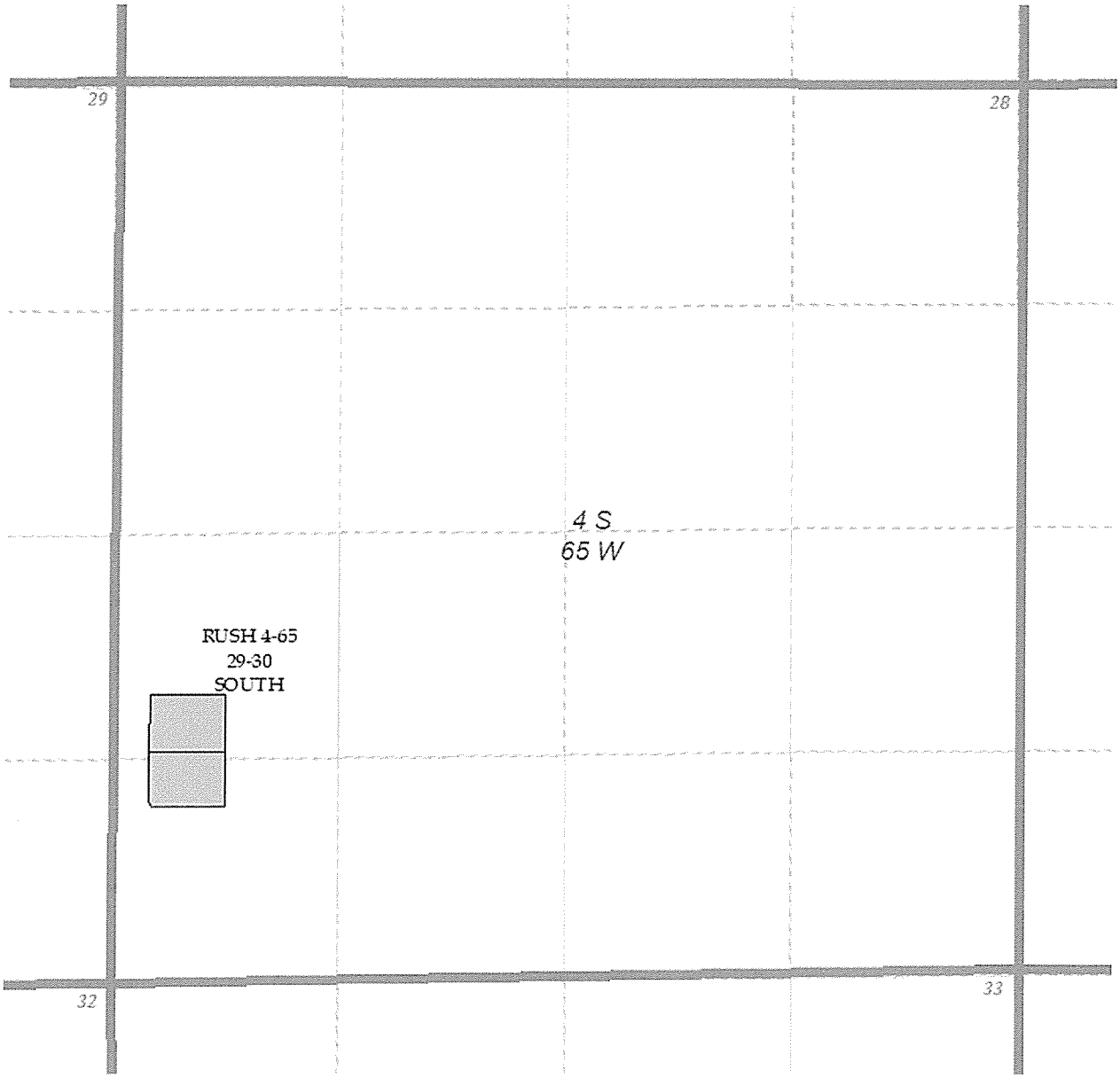
Well Site Name	Reserve 3-65 35-34 North
Legal Description:	NE/4NE/4, Section 35 T3S, R65W
Number of Planned Wells:	9
Construction Status:	Phase 1 built; Phase 2 under construction
Permit Status:	Approved
BMP Exemptions:	15.1.3 (Pneumatic Devices - only as to Reserve 3-65 34-35 #1H) 48.3 (Setbacks from Reservoirs)
Distance to closest residence:	Greater than 1320'



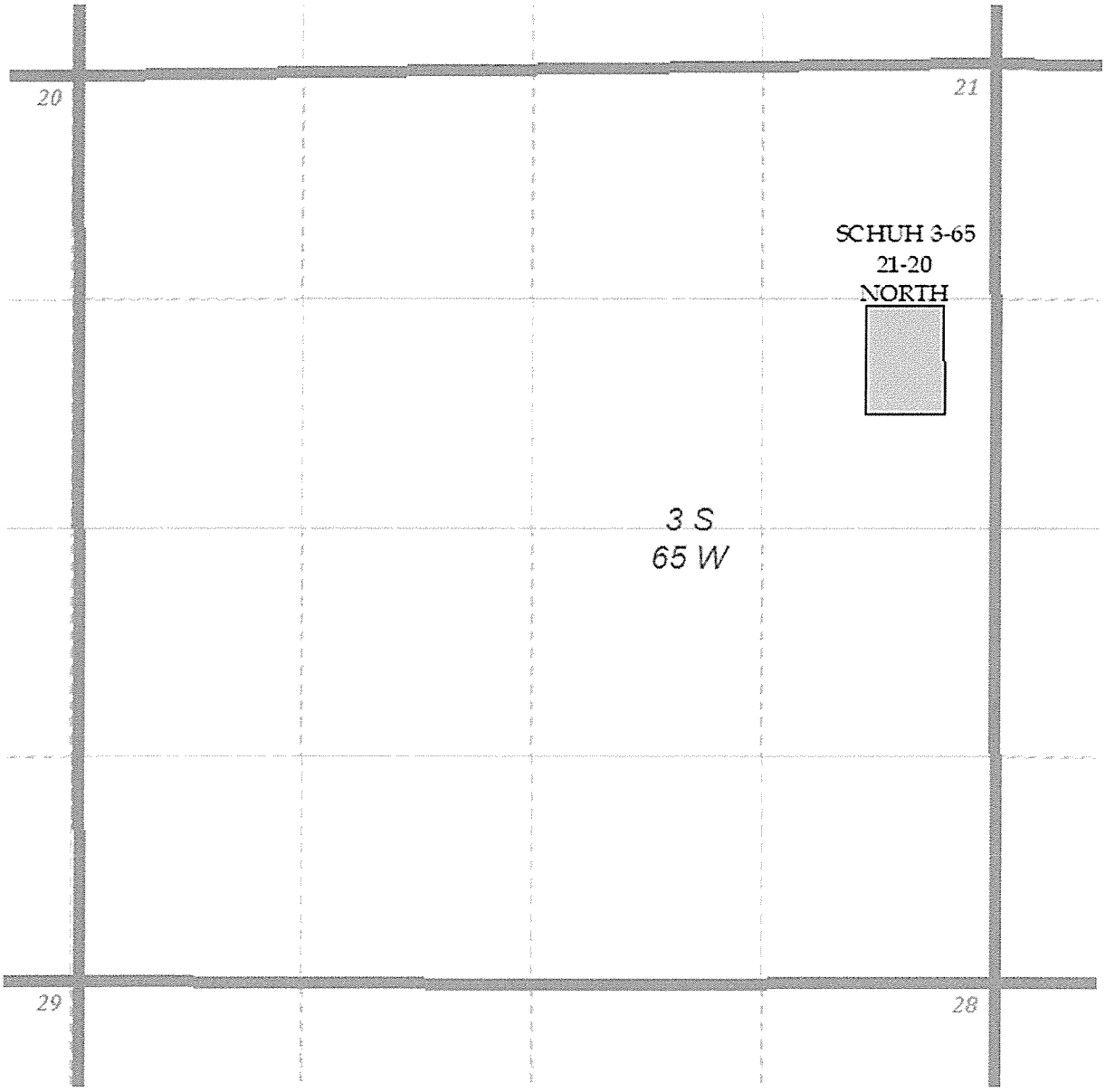
Well Site Name	Rush 4-65 29-30 North
Legal Description:	SW/4NW/4, Section 28 T4S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Submitted/pending approval
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



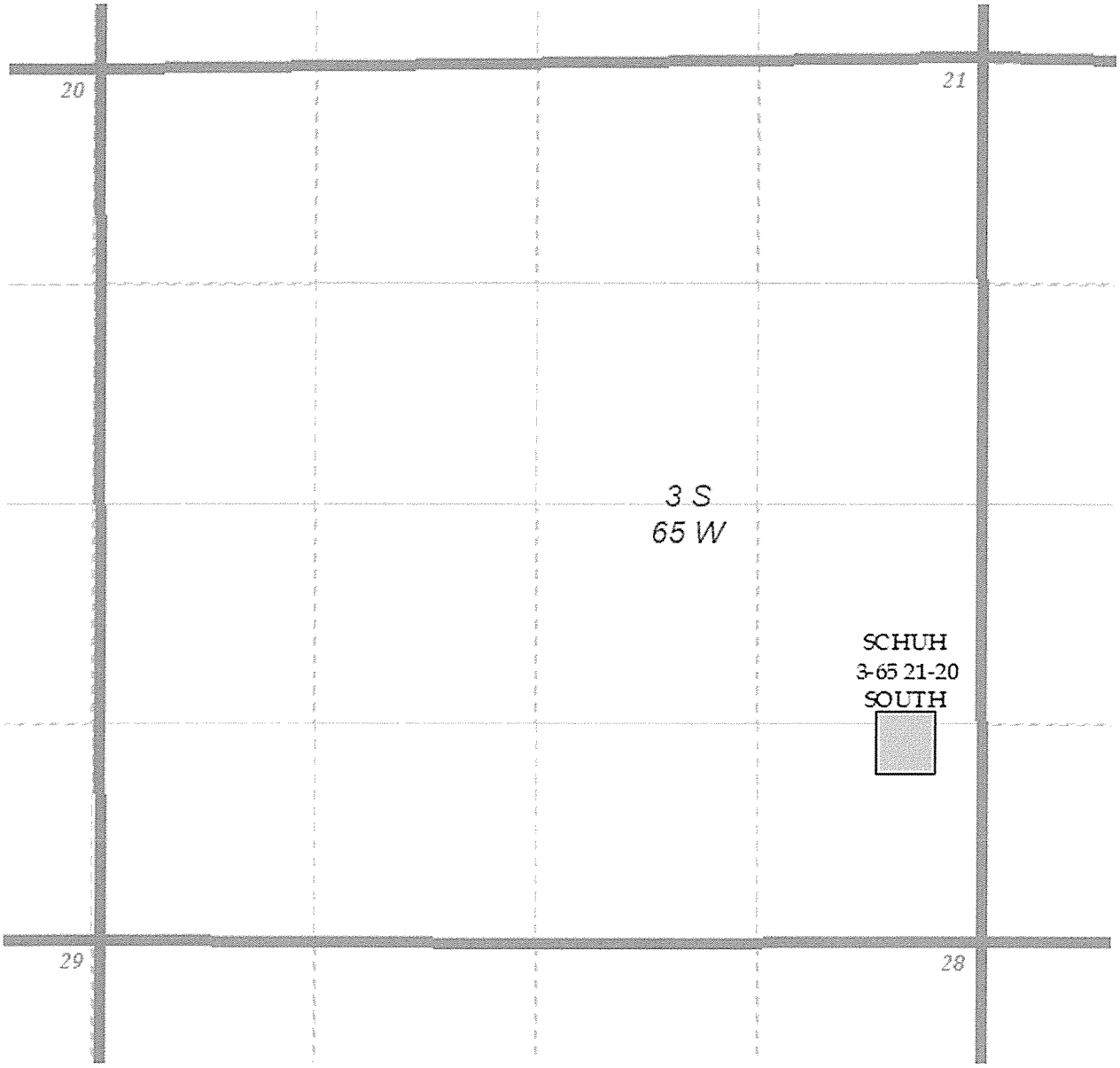
Well Site Name	Rush 4-65 29-30 South
Legal Description:	W/2 SW/4, Section 28 T4S, R65W
Number of Planned Wells:	9
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Phase 1 approved; Phase 2 submitted/pending approval
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



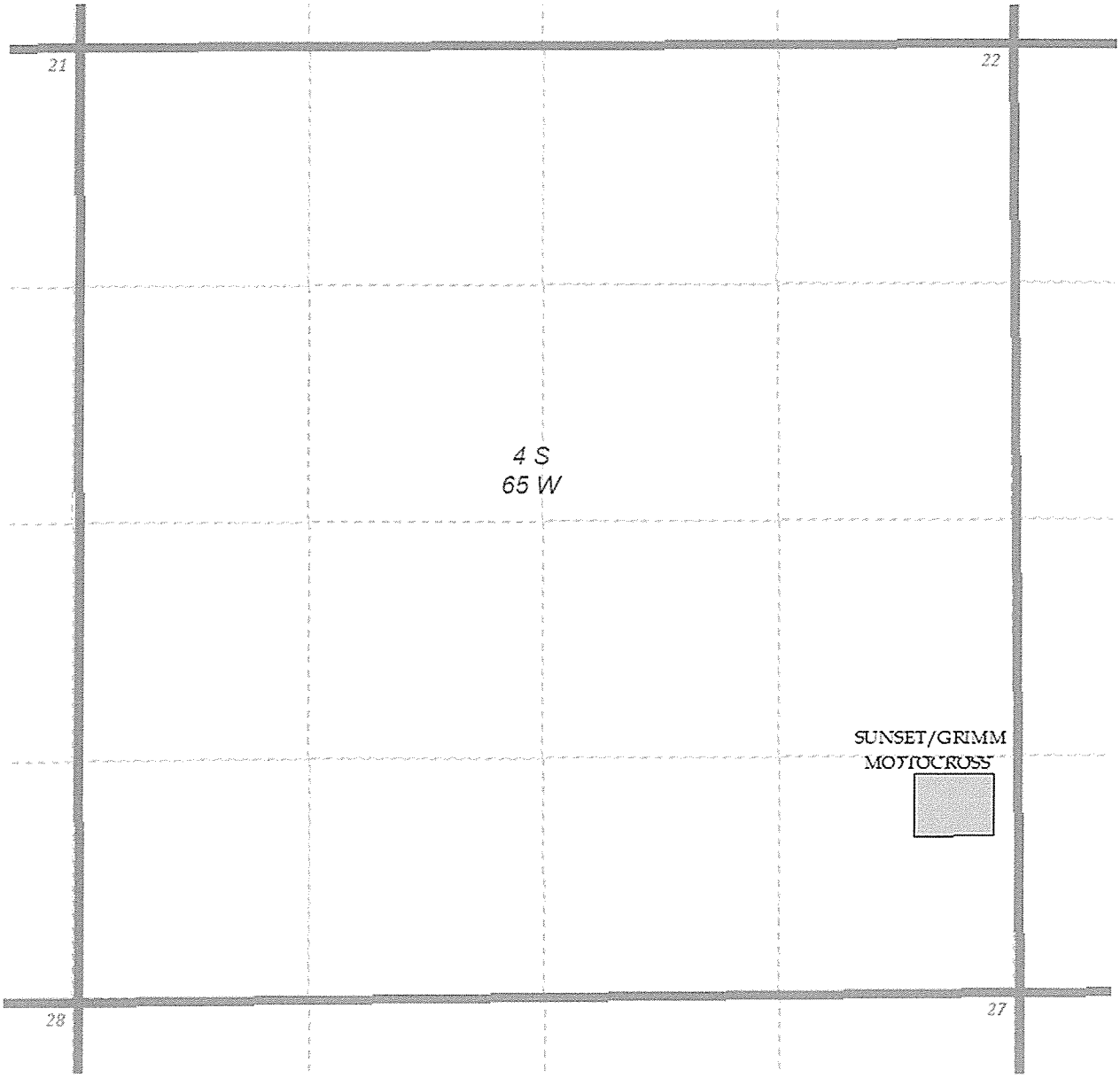
Well Site Name	Schuh 3-65 21-20 North
Legal Description:	SE/4NE/4, Section 21 T3S, R65W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'



Well Site Name	Schuh 3-65 21-20 South
Legal Description:	NE/4 SE/4, Section 21 T3S, R65W
Number of Planned Wells:	8
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Both phases approved
BMP Exemptions:	None
Distance to closest residence:	Greater than 1320'

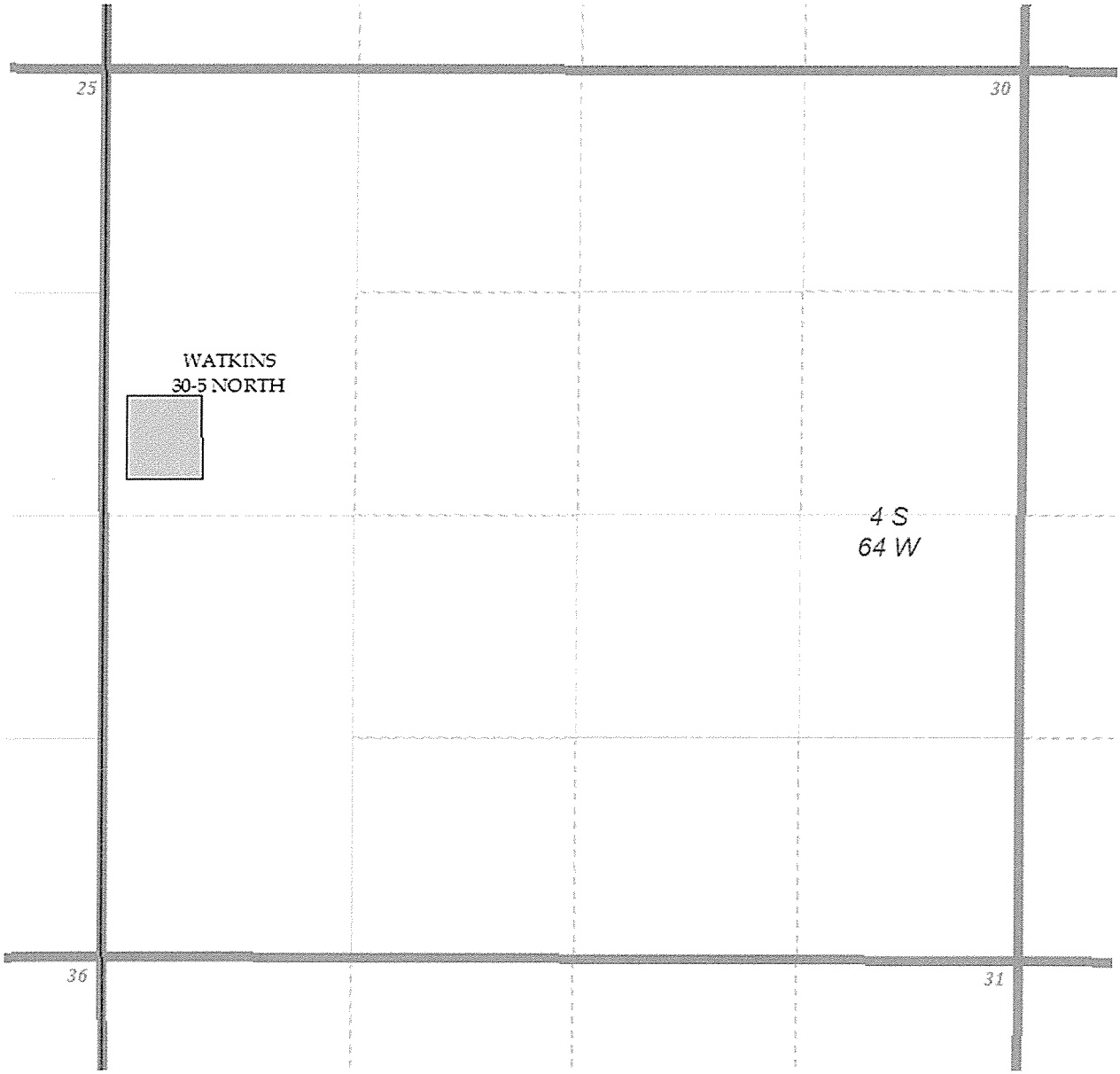


Well Site Name	Sunset / Grimm Motocross
Legal Description:	E/2 SE/4, Section 22 T4S, R65W
Number of Planned Wells:	2
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	9 (Low Profile Tanks) 15.1.3 (Pneumatic Devices) 15.3 (Ambient Air Sampling) 28 (Access Roads) 48.1 (Setbacks from Buried Infrastructure)
Distance to closest residence:	1,200'

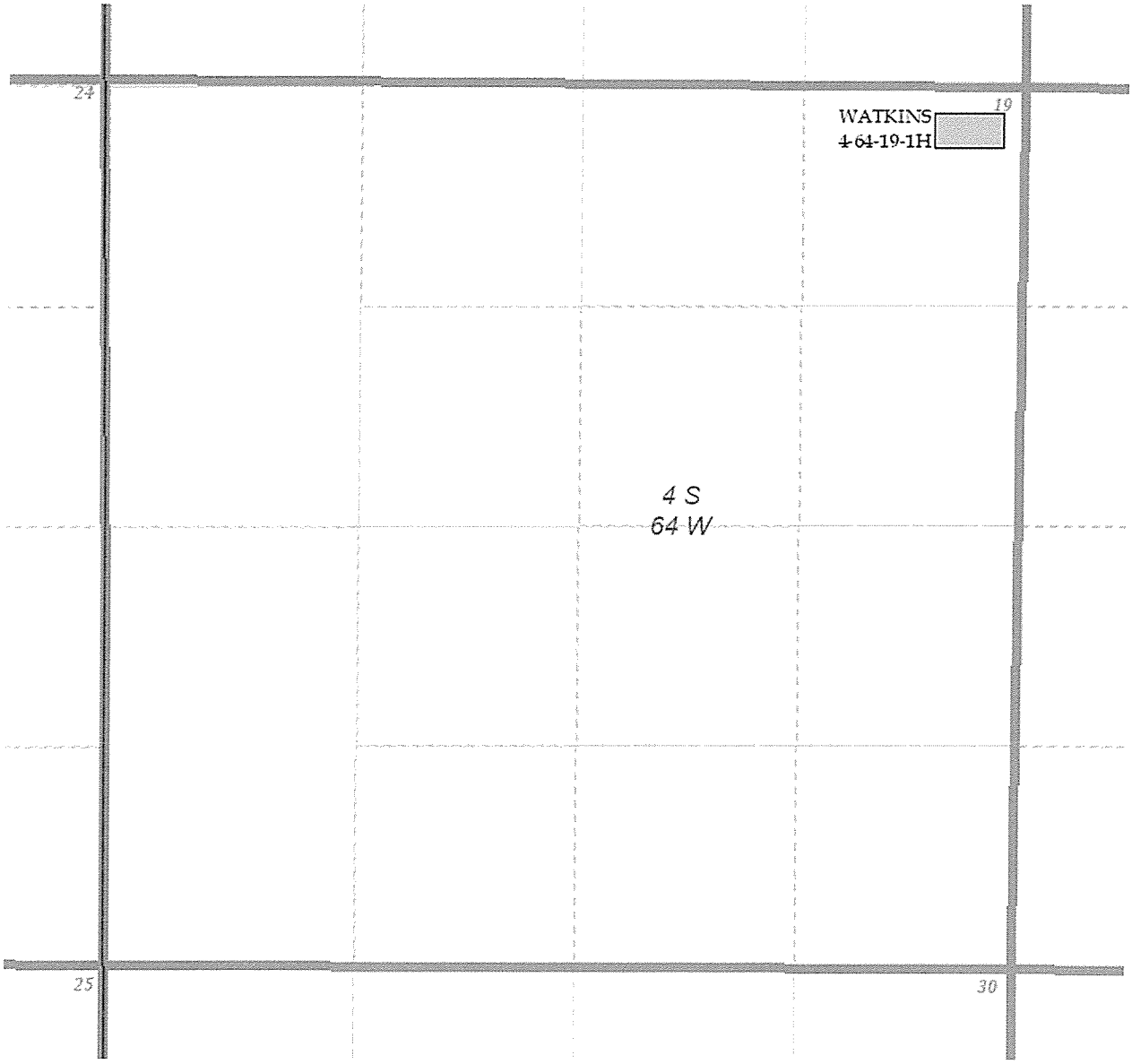


Well Site Name	Watkins 30-5 North
Legal Description:	SW/4 NW/4, Section 30, T4S, R64W
Number of Planned Wells:	7
Construction Status:	Phase 1 built; Phase 2 not built
Permit Status:	Phase 1 approved; Phase 2 not submitted
BMP Exemptions:	9 (Low Profile Tanks) 15.1.3 (Pneumatic Devices - only as to Watkins 30-5 #4H & #8H)

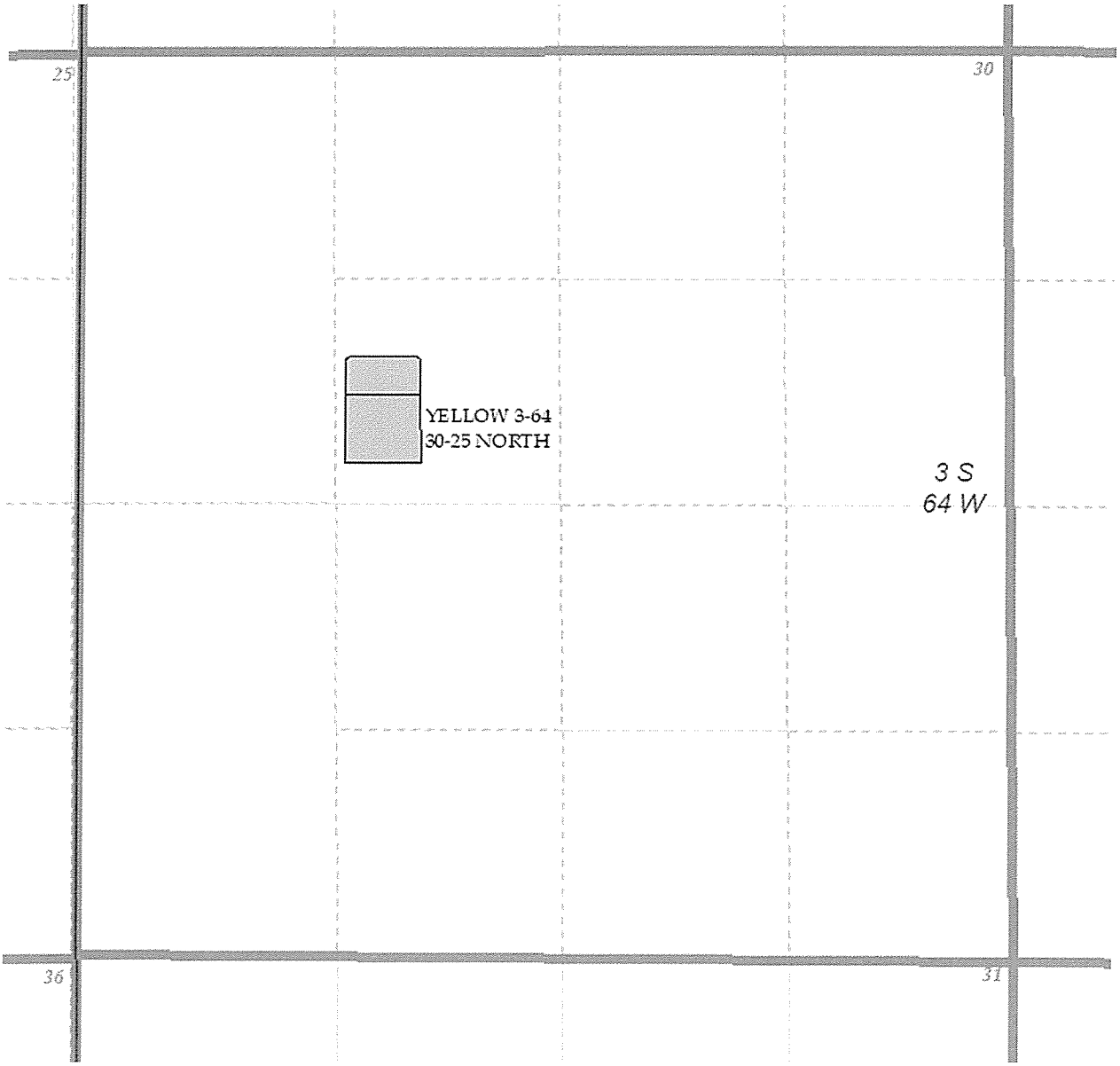
Distance to closest residence: Greater than 1320'



Well Site Name	Watkins 4-64 19 1H
Legal Description:	NE/4 NE/4, Section 19, T4S, R64W
Number of Planned Wells:	1
Construction Status:	Built
Permit Status:	Approved
BMP Exemptions:	9 (Low Profile Tanks) 15.1.3 (Pneumatic Devices) 15.3 (Ambient Air Sampling)
Distance to closest residence:	360′



Well Site Name	Yellow 3-64 30-25 North
Legal Description:	SE/4 NW/4, Section 30, T3S, R64W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Submitted/pending approval
BMP Exemptions:	3 (Use of Pipelines - oil) 48.3 (Setbacks from Reservoirs) This Well Site is within 1 mile of the ACRE site. As part of the OGP application process, the City will add additional BMPs to ensure that potential risks are mitigated.
Distance to closest residence:	Greater than 1320'



Well Site Name	Yellow 3-64 30-25 South
Legal Description:	NW/4 SE/4, Section 30, T3S, R64W
Number of Planned Wells:	8
Construction Status:	Not built
Permit Status:	Not submitted
BMP Exemptions:	3 (Use of Pipelines - oil) 48.3 (Setbacks from Reservoirs) This Well Site is within 1 mile of the ACRE site. As part of the OGP application process, the City will add additional BMPs to ensure that potential risks are mitigated.
Distance to closest residence:	390'

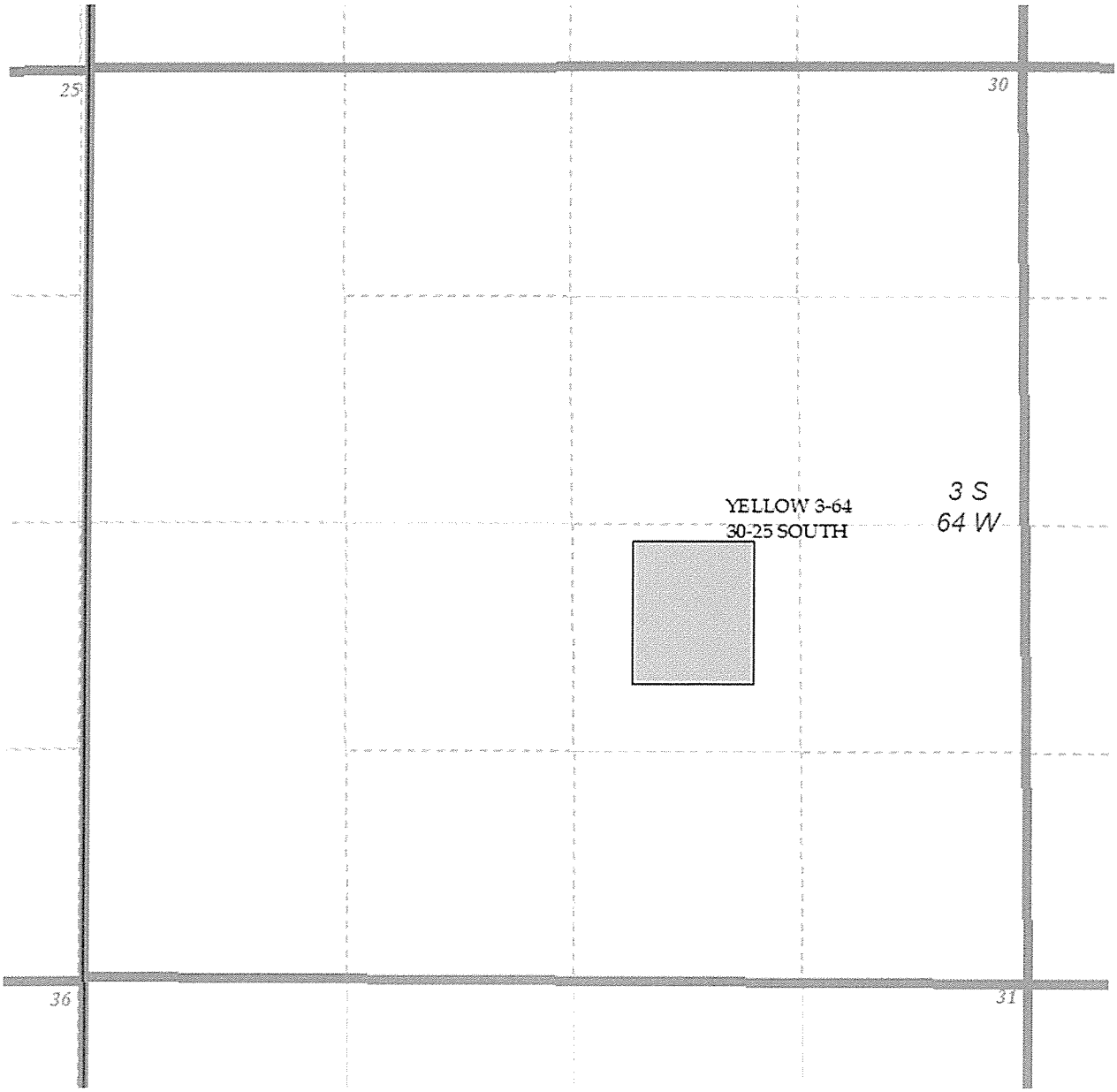


EXHIBIT C

To the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil & Gas Company LP, and the City of Aurora dated June 5, 2019

BEST MANAGEMENT PRACTICES

1. Definitions.

1.1. "**Residential Building Unit**" has the same definition in this Agreement as in the Colorado Oil and Gas Conservation Commission (COGCC) Rules. Residential Building Unit means a building or structure designed for use as a place of residency by a person, family, or families.

1.2. "**High Occupancy Building**" has the same definition in this Agreement as in the COGCC Rules. A High Occupancy Building means any operating Public School as defined in Colorado Revised Statutes (C.R.S.) § 22-7-703(4); Nonpublic School as defined in C.R.S. § 22-30.5-103.6(6.5); Nursing Facility as defined in C.R.S. § 25.5-4-103(14); Hospital; Life Care Institutions as defined in C.R.S. § 12-13-101; or Correctional Facility as defined in C.R.S. § 17-1-102(1.7), provided the facility or institution regularly serves fifty (50) or more persons; or an operating Child Care Center as defined in C.R.S. § 26-6-102(1.5).

1.3. **Phases of Operation.** For purposes of this Agreement, the phases of operation at a Well Site are defined as follows:

1.3.1. "**Construction Phase**" means the conducting of civil and earth work in connection with the construction and installation of drilling pads, visual mitigation measures, access routes, pipelines and launcher/receiver locations.

1.3.2. "**Drilling Phase**" means the period in which a drilling or spudder rig is utilized to penetrate the surface of the earth with a drill bit and the installation of well casing and cement at one or more wells.

1.3.3. "**Completion Phase**" means the period of hydraulic fracturing, coiling, and installation of tubing of one or more wells.

1.3.4. "**Production Phase**" means the period in which one or more wells is capable of producing hydrocarbons that flow through permanent separator facilities and into the pipeline gathering system.

1.3.5. "**Reclamation Phase**" means the period as defined by COGCC rules.

Operator may perform multiple phases of operation at the same time with respect to a single Well Site. Notwithstanding the foregoing, Operator will not conduct hydraulic fracturing and drilling operations simultaneously at a single Well Site.

2. **Noise Mitigation.**

2.1. Operator shall comply with the sound limitation regulations set forth in the COGCC 800 Series Aesthetic and Noise Control Regulations.

2.2. **Noise Baseline Study**. Operator shall perform a baseline noise study if a New Well is planned within 2,640 feet of an area with more than five Residential Building Units or one High Occupancy Building. If the noise study indicates the need for sound mitigation, Operator shall utilize appropriate measures to meet acceptable OSHA and COGCC requirements for A and C scale sound unless Operator obtains waivers from all affected property owners within that distance. Operator shall provide a copy of the noise study to the City.

2.3. **Noise Mitigation**. During Drilling Phase and Completion Phase, Operator shall use noise mitigation for any New Well located (1) in the Northeast Plains Medium Density Residential Subarea (or equivalent zoning per adoption of the unified development code) and west of the longitudinal line that is parallel with Hudson Road, as shown on **Exhibit A-2**, or (2) within 1,320 feet of a Residential Building Unit or within 1,500 feet of one High Occupancy Building unless Operator obtains waivers from all affected property owners within that distance.

2.3.1. Operator may use sound walls, berming, bales, or any other appropriate measure to mitigate noise to acceptable levels.

2.4. **Additional Noise Measures.** For New Wells within 1,320 feet of Residential Building Unit, Operator may be required to provide for additional noise mitigation based on the following site specific characteristics:

2.4.1. Nature and proximity of adjacent development (design, location, use);

2.4.2. Prevailing weather patterns, including wind directions;

2.4.3. Type and intensity of the noise emitted; and

2.4.4. Vegetative cover on or adjacent to the site or topography.

Based on the foregoing, for New Wells within 1,320 feet of a Residential Building Unit, the City may request additional noise abatement measures or BMPs depending on the site including a noise management plan specifying

- the hours of maximum noise and the type,
- frequency and level of noise emitted,
- the mitigation methods to be employed to control both A and C scale noise, and
- restriction on unloading pipe from delivery trucks between 8:00 pm and 7:00 am.

2.5. The Operator shall comply with all provisions of COGCC Rule 802 on Noise Abatement with respect to the Well Sites; provided, however, that other than during Construction, Drilling, and Completions Phases, the maximum permissible noise levels to be applied under Rule 802 will be the greater of:

- the levels set forth for the land use type of "Residential/Agricultural/Rural" under Rule 802 if measurements are taken at 1,320 feet from the sound walls at the Well Site; or
- four dB(A) higher than baseline ambient sound measured at 1,320 feet from the sound walls at the Well Site.

All measurements considered for compliance with this section will be taken by a third-party contractor using industry standard equipment and practices.

2.6. **C Scale Noise.** The Operator shall address C scale noise/vibration through berming, capable sound walls, and other associated BMPs. During the Drilling and Completion Phases of New Wells within 1,320 feet of a Residential Building Unit or 1,500 feet of a High Occupancy Building, the Operator shall construct a sound mitigating wall or comparable measures

to mitigate noise as appropriate on a case-by-case or modeled basis. Additional mitigations must be taken by the Operator if C-scale noise levels are increased the larger of either 5db over ambient or above 65db at 25' from the nearest Residential Building Unit.

2.7. All sound measurements must be taken in accordance with the COGCC Rules and additional considerations including:

- Wind speed;
- Proper documenting;
- Average measurement periods; and
- Measurements 4 feet off the ground or as close as possible.

2.8. All noise mitigation measures shall be paid for by the Operator.

3. **Transportation and Storage of Fluids**. Pipelines will be used for the transportation of hydrocarbons from the Well Sites. Pipelines must be constructed before the Production Phase commences. Notwithstanding the foregoing, Operator will not be required to connect any well drilled before January 1, 2020 to oil pipeline infrastructure. The City recognizes that there may be instances where economic, physical, or other factors may prevent or delay the installation of oil pipeline. In these instances, Operator shall use industry recognized alternatives to transport oil until pipeline infrastructure is viable. Operator shall use flowlines and pipelines for flowback to the maximum extent practicable. All non-potable water used for hydraulic fracturing will be transported to the Well Sites by temporary above-ground water lines in accordance with the Water Agreement to the maximum extent practicable.

The Operator's obligation to build and utilize pipelines and temporary above-ground water lines is contingent upon the City and Operator, its affiliate, or a third party contractor entering into all necessary license or easement agreements for road rights-of-way and road crossings, Operator, its affiliate, or third party contractor acquiring all pipeline easements where necessary, and the City issuing all necessary permits for work within the City. Operator may utilize temporary tanks during drilling, flowback, workover, completion, and hydraulic fracturing

and maintenance operations. Operator shall screen the temporary tanks if they will be present longer than 6 months.

Operator may connect any well that was drilled prior to January 1, 2020 to oil pipeline infrastructure.

3.1. **Permanent Tanks.** The use of permanent tanks will be permitted for produced water storage and transportation and for the storage and transportation of oil due to off-specification product and downtime caused by third party oil pipeline operator. The total number of tanks will not exceed the equivalent volume of 9 tanks (each with a maximum capacity of 750bbl) per Well Site. All permanent tanks will be constructed of steel and will be installed with bonding to a grounding grid to dissipate static energy. All valves associated with filling and offload of tanks will be installed inside containment berms and the operation of such valves will be controlled through a security seal process per Operator's site security procedure. Environmental drip buckets will be used in addition to containment berms to minimize small spills during connection and disconnection of transfer equipment. Vapor from tanks on Well Sites with multiple wells will be directed to a vapor recovery compressor unit ("VRU") as needed to meet CDPHE air permit requirements. All associated piping and tank connections will be subject to LDAR inspection under the terms of this Agreement. All tanks will have an automated high-level shutdown device installed to shut-in the well to prevent over-filling of any tank.

3.2. **Trucking Operations.** All third-party trucking contractors will be subject to Operator's Health, Safety, and Environmental ("HSE") policies and procedures, including compliance to Operator's HSE management system and substance abuse policy. Third party contractors shall be oriented to the Well Site, trained in relevant HSE procedures, complete a pre-job safety assessment, comply with Operator's lifesaving rules, and be subject to audit as requested by Operator. All third-party trucking contractors will be required to maintain an environmental program which includes training of personnel in applicable environmental and regulatory procedures, a waste management plan, and a spill prevention plan. All contractors will be required to adhere to Operator's incident notification, reporting and investigation procedure for all incidents and near-misses on Well Sites. All

contractors will be required to report all incidents and spills or releases of fluids to Operator, and an investigation report and corrective action plan shall be provided by the contractor. Trucks must be bonded to the facility grounding grid prior to transfer of any fluid. Vapor return lines must be fitted to all trucks and be used to return vapor to the tank vapor system during truck offloading. Operator shall manage the timing of dispatch of oil or water transfer trucks.

4. **Notifications to the City.** Operator shall send written notice to the City no less than thirty days prior to the commencement of any of the following: Construction Phase (unless the Construction Phase commences within 45 days of the approval of the applicable Form 2, Form 2A, or local permit), Drilling Phase, Completion Phase, or any recompletion, re-drilling or plugging and abandonment of a well. Any notification provided by Operator to City pursuant to this Agreement may be used by the City for public notification. Notice under this provision may be made by email to a designated representative at the City. Notice must include:

   - The name of the well;
   - The location of the well;
   - The operations to be performed; and
   - The proposed start date.

5. **Closed-Loop Pitless Systems for the Containment and/or Recycling of Drilling Fluids.** Wells must be drilled, completed and operated using closed-loop pitless systems for containment and/or reuse of all drilling, completion, flowback and produced fluids. Operator shall reuse fluids to the maximum extent practicable, with the City's understanding that Operator is limited in its ability to reuse all fluids. All above ground storage, including tanks and separators, for use during drilling, completion, flowback and other produced fluids must have secondary containment.

6. **Burning**. No open burning of debris will occur on the site of any oil and gas operation, as per City code. This provision does not include emergency flares.

7. **Chemical Disclosure and Storage**. All hydraulic fracturing chemicals must be disclosed to the Aurora Fire Rescue as part of the Emergency Response Plan pursuant to the process set forth below before bringing on site. Prior to the

bringing of such chemicals onto the property, the Operator shall make available to the City, in table format, the name, Chemical Abstracts Service (CAS) number, storage, containment and disposal method for such chemicals to be used on the Well Sites, which the City may make available to the public as public records. Fracturing chemicals shall be uploaded onto the Frac Focus website within 60 days of the completion of fracturing operations. The Operator shall not permanently store fracturing chemicals, or flowback from hydraulic fracturing in the City limits. Operator shall remove all hydraulic fracturing chemicals at a Well Site within 30 days following the completing of hydraulic fracturing at that Well Site.

In addition to any substances that are not permitted to be used in accordance with state or federal rules or regulations in place from time to time, the following chemicals must not be utilized in the hydraulic fracturing fluid at the Well Sites:

Ingredient Name:	**CAS #**
Benzene	71-43-2
Lead	7439-92-1
Mercury	439-97-6
Arsenic	740-38-2
Cadmium	7440-43-9
Chromium	7440-47-3
Ethylbenzene	100-41-4
Xylene-f	1330-20-7
1,3,5-trimethylbenzene	108-67-8
1,4-dioxane	123-91-1
1-butanol	71-36-3
2-butoxyethanol	111-76-2
N,N-dimethylformamide	68-12-2
2-ethylhexanol	104-76-7
2-mercaptoethanol	60-24-2
benzene, 1, 1'-oxybis-, tetrapropylene derivatives, sulfonated, sodium salts (BOTS)	119345-04-9

Butyl glycidyl ether	8-6-2426
Polysorbate 80	9005-65-6
quatenary ammonium compounds, dicoco alkyldimethyl, chlorides (QAC)	61789-77-3
bis hexamethylene triamine penta methylene phosphonic acid (BMPA)	35657-77-3
FD&C blue no. 1	3844-45-9
Tetrakis (triethanolaminato) zirconium (IV)(TTZ)	101033-44-7

8. **Paint Color.** All permanent above ground associated production equipment, structures and stationary equipment on each well site must be painted in a tan or brown matte finish unless a different color is necessary for safety per regulations.

9. **Low Profile Tanks.** Operator shall use 16' tall tanks ("**Low Profile Tanks**") for New Wells on Well Sites where technically feasible and where oil pipeline exists. Operator will not be required to use Low Profile Tanks for New Wells on Well Sites that existed as of the Effective Date if no additional tanks are required on that Well Site for those New Wells.

10. **Tree Mitigation.** The oil and gas location and/or Well Site should be constructed in a manner to minimize the removal of and damage to existing trees in accordance with the City's tree mitigation ordinance.

11. **Discharge Valves.** Open-ended discharge valves on all storage tanks and other containers within the Well Site shall be secured, capped, or blind-flanged, and will not be accessible to the general public. Open-ended discharge valves within the Well Site must be placed within the interior of the secondary containment area.

12. **Fugitive Dust Suppression.** Operator shall comply with COGCC Rule 805.

    12.1. Dust associated with on-site activities and traffic on access roads must be minimized throughout all Phases such that there are no visible dust emissions from access roads or the Well Sites to the maximum extent practicable given wind conditions.

12.2. No untreated produced water or other process fluids will be used for dust suppression. At the Well Site, sand, silica, or similar material must be stored in covered containers.

12.3. Safety Data Sheets (SDS) for any chemical-based dust suppressant, other than magnesium chloride, must be submitted to the City prior to use.

13. **Electric Equipment.**

13.1. **Drilling Phase.** Starting June 1, 2020, Operator shall use electric line power to power drilling equipment during the Drilling Phase if:

- using electric line power is technically and economically feasible;
- the Well Site is along Monaghan Road or west of Monaghan Road, as shown on **Exhibit A-3**; and
- sufficient electrical capacity and infrastructure exist to power a rig at the Well Site 6 months prior to drilling.

Operator will be permitted to have diesel engines onsite for use in the event of intermittent electric supply or other emergency.

13.2. **Production Phase.** Operator shall use electric line power to power permanent production equipment on Well Sites, such as motors and pump jacks, in order to mitigate noise and to reduce emissions. Operator may use other appropriate means to power equipment until electrical infrastructure becomes available. Operator shall use reasonable efforts to expedite use of electrical line power. Operator will not be required to use electric line power to power its compressors.

14. **Emergency Response Plan.** The Operator is required to complete a detailed Emergency Plan for all operations in the City, and a site-specific plan for each Well Site in accordance with the provisions of this Section, and Operator agrees to notify and work with Aurora Fire Rescue and Aurora Public Safety to prepare for an emergency, if requested by them to do so. Operator shall provide funds to Aurora Fire Rescue for the initial purchase of firefighting foam equipment and foam. The City and Aurora Fire Rescue must approve of the Emergency Plan and the applicable site specific plan for any well before the Drilling Phase commences. As long as all requirements of this Section are met, the City and

Aurora Fire Rescue shall not unreasonably withhold approval and shall approve the Emergency Plan within 30 days of submittal.

The Emergency Plan must be filed with the City and Aurora Fire Rescue and updated on an annual basis or as conditions change (responsible field personnel change, ownership changes, etc.). As part of the evacuation plan, Emergency Responders will notify surrounding residents.

The Emergency Plan will consist of at least the following information:

14.1. Name, address and phone number, including 24-hour emergency numbers for at least two persons responsible for emergency field operations as well as the contact information for any subcontractor of Operator engaged for well-control emergencies.

14.2. An as-built facilities map, to be provided after the facilities are placed in service, in a format suitable for input into a GIS system depicting the locations type of above ground facilities and associated equipment for emergency response and management purposes. The information concerning flowlines shall be held confidentially by the City and shall only be disclosed in the event of an emergency or to emergency responders or for the training of emergency responders. The City shall deny the right of inspection of the as-built facilities maps to the public pursuant to C.R.S. § 24-72-204.

14.3. A detailed plan for response to emergencies that may include any or all of the following: explosions, fires, gas, oil or water pipeline leaks, or ruptures. A provision that any spill outside of the containment area that has the potential to leave the facility or to threaten waters of the state, or as required by the City-approved Emergency Plan, must be reported to the LGD and the COGCC Director in accordance with COGCC regulations.

14.4. Detailed information identifying access or evacuation routes, and health care facilities anticipated to be used.

14.5. A statement and detailed information indicating that the Operator has adequate personnel, supplies, and training to implement the Emergency Plan immediately at all times during construction and operations.

14.6. Operator shall submit to the City current Safety Data Sheets (SDS) for all chemicals prior to use. The SDS sheets will be provided immediately upon request to a public safety officer, or a health professional as required by COGCC Rule 205. The contractors of the operator are responsible for management of their own SDS sheets and are available upon request.

14.7. All "walk throughs" or trainings associated with the Emergency Plan will be coordinated with the City or Aurora Fire Rescue.

14.8. Operator shall reimburse the appropriate emergency agencies for their expenses resulting from the Operator's operations, to the extent required by Colorado Revised Statutes.

14.9. Operator shall provide the City with its emergency shutdown protocols and promptly notify the City of any emergency shut downs related to onsite upset conditions that would have an impact to any area beyond the confines of the Well Site.

15. **Air Quality**. In order to minimize degradation to air quality, Operator agrees to the provisions set forth in this Section. Operator must eliminate, capture, or minimize all potentially harmful emissions and minimize dust associated with onsite activities and traffic on access roads pursuant to the terms of this Agreement. Operator shall comply with all applicable state and federal regulations including regulations promulgated by Colorado Department of Public Health and Environment ("**CDPHE**"), COGCC and United States Environmental Protection Agency ("**US EPA**").

15.1. **Minimization of Emissions.** To protect air quality, the following will be required:

15.1.1. The use of electric equipment and electric line power, as provided for in this Agreement.

15.1.2. The use of Tier 2 hydraulic fracturing pumps. If Tier 4 fracturing pumps become technically and economically feasible and commercially available to the Operator, Operator will begin using Tier 4 fracturing pumps.

15.1.3. The use of no-bleed continuous and intermittent pneumatic devices that do not bleed natural gas to the atmosphere. This requirement can

be met by replacing natural gas with electricity or instrument air or routing the discharge emissions to a closed loop-system or process.

15.1.4. Any combustion device, auto ignition system, recorder, vapor recovery device or other equipment used to meet the hydrocarbon destruction or control efficiency requirement shall be installed, calibrated, operated, and maintained in accordance with the manufacturer's recommendations, instructions, and operating manuals.

15.1.5. Year-round compliance with the odor standards pursuant to COGCC and CDPHE regulations.

15.1.6. Reduction of emissions from gas pipeline maintenance activities such as pigging or blowdowns. For planned maintenance activities involving the intentional venting of gas from a well tank, compressor or pipeline, the Operator shall provide forty-eight (48) hour advance written notice to the City of such proposed venting. Such notice shall identify the duration and nature of the venting event, a description as to why venting is necessary, a description of what vapors will likely be vented, what steps will be taken to limit the duration and volume of venting, and what steps the Operator proposes to undertake to minimize similar events in the future. If emergency venting is required, or if accidental venting occurs, the Operator shall provide such notice to the City of such event as soon as, but in no event longer than 24 hours from, the time of the event, with the information listed above and with an explanation as to the cause and how the event will be avoided in the future.

15.1.7. Telemetric control and monitoring systems, to detect when pilot lights on control devices are extinguished.

15.1.8. Exhaust from all engines, motors, coolers, and all other equipment must be vented up.

15.1.9. Operator agrees to participate in the CDPHE Environmental Leadership Program or other voluntary programs to encourage innovation in pollution control at well sites.

15.1.10. Any permanent production tanks utilized during the Production Phase must be connected to a combustion device with 95% or better of total volatile organic compounds (VOC) destruction, provided that sufficient onsite gas is available to fuel a combustor if used or if alternative technology is available.

15.2. **Leak Detection and Repair.** Operator shall develop and maintain an acceptable leak detection and repair ("**LDAR**") program as required by CDPHE using modern leak detection technologies such as infra-red cameras for equipment used on the Well Sites. For the five (5) year period beginning with the start of the Production Phase for each New Well, Operator shall conduct IR camera monitoring of all equipment at the respective Well Site based on the following minimum frequency:

- Year 1 – monthly
- Year 2 – quarterly
- Year 3-5 – semi-annually

After the initial five (5) year period, Operator will conduct semi-annual IR camera monitoring until all wells on the Well Site are plugged and abandoned. The first inspection will occur within 30 days of the facility commencing production. The Operator will maintain records of all leaks found, date the leaks were repaired, and the date the location is re-screened to verify that the leak has been repaired.

15.2.1. Such records must be maintained for five years and must be made available to the City upon request. Except when an emergency circumstance would necessitate an immediate repair, Operator must repair leaks as quickly as practicable. If more than 5 days repair time is needed after a leak is discovered, an explanation of why more time is required must be submitted to the City. At least once per year, the Operator shall notify the City five (5) business days prior to an LDAR inspection of its facilities to provide the City the opportunity to observe the inspection.

15.3. **Ambient Air Sampling.** Starting January 1, 2020, the Operator shall conduct, as approved by the City, specific ambient air quality testing following these specific practices and procedures:

- Pre-Construction or pre-drilling baseline air quality testing – Operator shall conduct air sampling for a period of 5 days prior to any construction activities for any new Well Sites or prior to drilling additional wells on any Well Sites already constructed as of the Effective Date. Operator shall conduct baseline sampling using a continuous monitoring system that detects VOCs including BTEX. Operator shall also conduct continuous monitoring for particulate matter.

- Drilling Phase – Operator shall conduct drilling rig sampling using a continuous monitoring system that detects VOCs including BTEX during the Drilling Phase at each Well Site. Operator shall also conduct continuous monitoring for particulate matter.

- Completion Phase - Operator shall conduct completion sampling using a continuous monitoring system that detects VOCs including BTEX during the Completion Phase and flowback at each Well Site. Operator shall also conduct continuous monitoring for particulate matter.

- Production Facility – Within 30 days of initial production of a New Well at a Well Site, Operator shall place on-site monitors capable of continuous sampling and detecting VOCs including BTEX in the parts per billion range, either automatically or manually.

15.3.1. The continuous monitoring system will have the ability to automatically trigger the collection of a summa canister or other technology capable of detecting VOCs including BTEX in the ppb range.

15.3.2. Meteorological sensors on location will also record wind, temperature, humidity and pressure date to take into account seasonal and operational variations to help separate ambient background from local pad impacts.

15.3.3. Continuous monitors will be capable of capturing and providing real-time data to the City of any monitored elevated spikes in methane or VOC levels, upon request.

15.3.4. City shall have full access and use of the collected data during any phase. In addition, the City may require the Operator to use a third party to conduct additional air monitoring and analysis as needed in response to emergency events such as spill, process upsets, or accidental releases.

15.3.5. Operator may evaluate other technologies throughout the life of the wells and may use other technologies if they are as effective in detecting target compounds.

15.4. **Optional City Program.** If the City elects to take ownership of the ambient air monitoring program ("**City Program**"), Operator may discontinue the program described in Section 15.3, and the Operator shall contribute its proportionate share of collateral in the form of a bond to the City for use in sampling and monitoring. Operator shall pay $10,000 for every Well Site with a New Well drilled after the City elects to initiate the City Program and a yearly contribution which will be negotiated, but not to exceed $100,000.

15.4.1. In conjunction with the City Program, Operator shall conduct baseline air quality testing within 500' of a Well Site with a New Well drilled after the City elects to initiate the City Program. Testing must be performed by a consultant approved by the City and paid for by the Operator.

15.4.2. As part of the City Program, the City may require the Operator to use a third party to conduct additional air monitoring and analysis as needed in response to emergency events such as spill, process upsets, or accidental releases.

15.5. **Ozone Air Quality Action Days.** The Operator shall respond to air quality Action Day advisories posted by the Colorado Department of Public Health and Environment for the Front Range Area by implementing their suggested air emission reduction measures as feasible. Emission reduction measures will be implemented for the duration of an Ozone Air Quality Action Day advisory and may include measures such as:

-Minimize vehicle and engine idling
-Reduce truck traffic and worker traffic
-Delay vehicle refueling
-Postpone construction activities to the maximum extent practicable

15.5.1. Within 30 days following the conclusion of each annual Ozone Air Quality Action Day season, Operator shall submit a report to the City that details which measures it implemented during any Action Day advisories.

15.6. **Compliance.** The Operator shall submit quarterly reports to the City certifying:

- compliance with these air quality requirements and documenting any periods of material non-compliance, including the date and duration of each such deviation and a compliance plan and schedule to achieve compliance,
- that the equipment at the Well Sites continues to operate within its design parameters, and if not, what steps will be taken to modify the equipment to enable the equipment to operate within its design parameters.
- The quarterly report must contain a certification as to the truth, accuracy and completeness of the reports, signed by a Responsible Official, as defined by CDPHE. The Operator shall also provide the City with a copy of any self-reporting submissions that the Operator provides to the CDPHE due to any incidence of non-compliance with any CDPHE air quality rules or regulations at the Well Sites.

16. **Reduced Emission Completions (Commonly known as Green Completions).** Operator shall comply with EPA Reduced Emission Completion rules for oil and gas wells.

17. **Fencing**. Operator shall install secure, opaque fencing at each Well Site. Chain link fencing with slats does not meet this requirement, and chain link fencing that is visible from the Well Site is not permitted. Operator shall install fencing

in conjunction with the interim reclamation (as defined in Section 1003 of the COGCC Rules) of the Well Site.

17.1. This requirement does not apply to Well Sites with permits that were approved by the City prior to the Effective Date. Operator shall install fencing at those Well Sites based on the requirements in the approved permit.

18. **Flammable Material.** All ground within 25 feet of any tank, or other structure containing flammable or combustible materials, will be kept free of dry weeds, grass, rubbish or landscaping.

19. **Combustion Devices.** To the extent flares, thermal oxidizers, or combustion devices are utilized, all such flares shall be designed and operated as follows:

19.1. A combustion device must be available at each Well Site during the entire Production Phase for maintenance or emergencies only.

19.2. The combustion device must be fired with natural gas and designed to operate with a 98% or higher hydrocarbon destruction efficiency.

19.3. The combustion device must be designed and operated in a manner that will ensure no visible emissions during normal operation. Visible emissions means observations of smoke for any period or periods of duration greater than or equal to one minute in any 15 minute period during normal operation, pursuant to EPA Method 22. Visible emissions do not include radiant energy or water vapor.

19.4. The combustion device will have no visible flame from the Well Site boundary. The combustion device shall completely conceal the flame.

19.5. All combustion devices must be equipped with an auto-igniter unless manned while in use.

20. **Landscaping.** Operator shall submit a landscape plan for City approval during the Well Site review process. Operator shall implement landscape plan when a Residential Building Unit is constructed within 1,500 feet of a Well Site and once Operator has reasonable access to City main water source that is within 400 feet of the Well Site.

21. **Lighting.** Lighting must be downcast and will not shine beyond the boundaries of the Well Site. Operator shall submit a lighting plan for approval.

22. **Maintenance of Machinery.** Routine field maintenance of vehicles or mobile machinery shall not be performed within 500 feet of any navigable waters of the United States. All fueling must occur over impervious material.

23. **Mud Tracking.** In accordance with the stormwater management plan submitted with a New Well permit application, the Operator shall take all practicable measures to ensure that vehicles do not track mud or debris onto City streets. If mud or debris is nonetheless deposited on City streets, in excess of de minimus levels, the streets shall be cleaned in a reasonable time by the Operator or within 24 hours of notice by the City. If for some reason this cannot be done, or needs to be postponed, Operator shall notify the City of the Operator's plan for mud removal.

24. **Removal of Debris.** All construction-related debris must be removed from the Well Site for proper disposal in a timely manner. The Well Site must be maintained reasonably free of debris and excess materials at all times during all Phases of Operations. Operator shall not stockpile debris at the Well Sites.

25. **Removal of Equipment.** All equipment used for drilling, re-completion and maintenance of the facility must be removed from the site within 30 days of completion of the Operations, weather condition permitting, unless otherwise agreed to by the surface owner. Permanent storage of removable equipment on Well Sites is not be allowed.

26. **Trailers.** A construction trailer is permitted as an accessory use during the Construction, Drilling, and Completion Phases (including flowback period). No permanent residential trailers shall be permitted at the Well Sites; provided, however, that until six months following the end of the Completion Phase on a Well Site, temporary residential and security trailers are permitted, as needed for on-site operations, for exclusive use by the Operator's personnel and the personnel of its contractors and subcontractors on a temporary basis.

27. **Transportation and Circulation.** The Operator shall submit a traffic management plan with each new Well Site permit application. The plan will include detailed descriptions of all proposed haul routes for equipment, water, oil, sand, waste fluids, waste solids, mixed waste, and all other material to be

hauled on the public and private roads during well development and operations. The traffic management plan must include the following:

27.1. Estimated weights of vehicles when loaded, a description of the vehicles, including the number of wheels and axles of such vehicles and trips per day.

27.2. Detail of access locations for each well site including sight distance, turning radius of vehicles and a template indicating this is feasible, sight distance, turning volumes in and out of each site for an average day and what to expect during the peak hour.

27.3. Truck traffic volumes converted to equivalent single axle loads and compared with existing volumes. Trucks anticipated on roadways that are being accessed to equivalent single axle loads using existing volumes and proposed with extraction activities.

27.4. Truck routing map and truck turning radius templates with a listing of required and determined certain improvements that are necessary at intersections along the route.

27.5. Complete traffic letter, determining operational changes and geometric modifications necessary as a result of extraction activities.

27.6. Identification of need for any additional traffic lanes, which would be subject to the final approval of the City's engineer.

27.7. Restriction of non-essential traffic to and from Well Sites to periods outside of peak am and pm traffic periods and during school hours of schools along the designated traffic routes (generally 7-9 am and 3-6 pm).

27.8. City may request consolidated haul routes and roadway repairs based on contents of the road maintenance agreement listed on Schedule 1 to this Agreement.

28. **Access Roads.** Access points to public roads must be located, improved and maintained to assure adequate capacity for efficient movement of existing and projected traffic volumes and to minimize traffic hazards. Permanent access roads must be improved a minimum distance of 200 feet on the access road from the point of connection to a public road. All access roads must be in conformance with the City's 2016 Roadway Specification Manual or most recent standards.

The access road must be improved as a hard surface (concrete or asphalt) for the first 100 feet from the public road, unless public road is not already a hard surface, in which case, Operator shall meet the current standards of the public road. The access road must be improved with a crushed surface (rock, concrete, or asphalt) for the next 100 feet in the appropriate depth to support the weight load requirements of the vehicles accessing the Well Site. A geotechnical report and pavement design will be submitted to the City for approval. If an access road intersects with a pedestrian trail or walk, the Operator shall pave the access road as a hard surface (concrete or asphalt) a distance of 100 feet either side of the trail or walk, unless the trail or walk is not already a hard surface, in which case, Operator shall meet the current standards of the trail or walk. If necessary, Operator shall replace the trail or walk to address the weight load requirements of the vehicles accessing the well and production facilities. Temporary access roads associated with the Operations will be reclaimed and reseeded to the original state within 60 days after discontinued use of the temporary access roads.

29. **Road Repairs.** Road repairs will be addressed as set forth in the road maintenance agreement, as shown on Schedule 1 of this Agreement.

30. **Stormwater Management.** Operator shall apply for and receive a City stormwater quality discharge permit for each Well Site. Erosion and sedimentation control is required for each Well Site. Operator shall inspect stormwater BMPs monthly as well as after storm events.

31. **Wastewater and Waste Management.** Operator must submit a waste management plan to the City that complies with the following:

    31.1. All fluids must be contained and there shall be no discharge of fluids with the exception of unimpacted stormwater per the Federal SPCC Regulations.

    31.2. Waste must be stored in tanks, transported by tanker trucks and/or pipelines, and disposed of at licensed disposal or recycling sites.

    31.3. No land treatment of oil-impacted or contaminated drill cuttings are permitted. Disposal of oil-impacted or contaminated drill cuttings will be disposed of at licensed disposal or recycling sites.

31.4. A copy of the Operator's Spill Prevention, Control, and Countermeasure Plan (SPCC) will be given to the City, which describes spill prevention and mitigation practices.

31.5. The Operator shall not dispose of any wastewater within the City.

32. **Water Supply.** The Operator shall comply with applicable laws, rules and regulations concerning the source(s) of water used in the Drilling Phase, Completion Phase and Production Phase. The City and ConocoPhillips Company have entered into an agreement for the supply of water.

33. **Noxious Weed Control.** The Operator shall be responsible for ongoing noxious weed (as defined by the State) control at the Well Sites and along access roads per City or other applicable agency regulations.

34. **Class II underground injection control wells.** The Operator shall not develop, use, operate, or contract with any third party for the use of any Class II underground injection control wells within the City Limits or within a four mile buffer of the City's existing or planned critical infrastructure. Notwithstanding the four mile buffer, Operator may use the Class II underground injection well operated by Expedition Water Solutions located in the SW/4 of Section 5, T5S-R64W in Arapahoe County.

35. **General Maintenance.** Operator shall operate and maintain all equipment pursuant to manufacturer specifications consistent with technological limitations and reasonable and customary maintenance practices.

36. **Odor.** Operator shall mitigate odors by routing to closed loop systems to the maximum extent practicable. Odor emitting from Well Sites must be controlled safely and within a reasonable time. If a person living in a Residential Building Unit within 1,320 feet of a Well Site complains of odor, Operator shall determine whether the odor is caused by Operator's Operations. If the odor is caused by Operator's Operations, Operator shall resolve the odor concern to the maximum extent practical within 24 hours. Operator shall wipe down drill pipe each time the drilling operation "trips" out of hole. Operator shall comply with COGCC Rule 805 and CDPHE Regulation 2.

37. **Events or Incidents.** Any COGCC reportable safety events or OSHA reportable injuries must be reported to the City within 24 hours. In the event of a fire,

explosion or need for emergency services response, 911 must be called. The process must be depicted in the Emergency Response Plan. The Operator may satisfy the informational requirements specified here by providing the City with a copy of the notice and any subsequent accident report provided to the COGCC.

38. **Spills.** Operator shall notify the City of any spill of any material on permeable ground on the Well Sites that has a reportable spill quantity under any applicable law. The Operator shall also provide the City with a copy of any self-reporting submissions that Operator provides to the COGCC due to any spills at the Well Sites.

39. **Reclamation.**

    39.1. Operator shall comply with COGCC Rules 1000 Series governing the reclamation of sites.

    39.2. Interim Reclamation. Operator must submit an oil and gas interim reclamation plan to the City with each oil and gas permit application for a New Well.

    39.3. Final Reclamation plan. Operator must submit a final oil and gas site reclamation plan to the City concurrently with submission of the state permit to plug and abandon the last well at each Well Site.

40. **Containment Berms.** The Operator shall utilize steel-rim berms at the Well Sites with sufficient capacity to contain 1.5 times the maximum volume of the largest tank on location that such facility will contain at any given time plus sufficient freeboard to prevent overflow around all permanent tanks. All berms and containment devices will be inspected quarterly by the Operator and maintained in good condition. No potential ignition sources will be installed inside the secondary containment area unless the containment area encloses a fired vessel or such sources are rated in accordance with industry codes and standards. Secondary containment such as duck ponds or lined earthen berms for temporary tanks may also be used.

    40.1. Containment berms will be constructed of steel rings, designed and installed to prevent leakage and resist degradation from erosion or routine operation.

40.2. Secondary containment for tanks will be constructed with a synthetic or engineered liner that contains all primary containment vessels and is mechanically connected to the steel ring to prevent leakage.

40.3. Well Sites will comply with the City's stormwater management requirements, including the use of stormwater best management practices to minimize water runoff from collecting in local waterways.

41. **Anchoring.** New Well equipment and all existing equipment at the Well Sites will be anchored to the extent necessary to resist flotation, collapse, lateral movement, or subsidence in compliance with applicable Federal Emergency Management Agency ("**FEMA**") (as administered by the City) and COGCC rules and regulations. All guy line anchors left buried for future use will be identified by a marker of bright color not less than four (4) feet in height and not greater than one (1) foot east of the guy line anchor.

42. **Flowlines.** Operator shall comply with the requirements for Off-Location Flowlines as defined and set forth in COGCC Rules 1101. All new Off-Location Flowlines must have the legal description of the location recorded with the Clerk and Recorder of the applicable county within 30 days of completion of construction. Operator shall provide as-built GIS locations and maps of all Off-Location flowlines. This provision does not apply to On-Location Flowlines or separate pipelines that lie in their own surveyed and recorded right-of-way.

43. **Plugged and Decommissioned Well Testing.** Prior to and following the Completion Phase of any New Well, Operator shall assess the integrity of plugged and decommissioned wells, wells removed from use and dry, or wells removed from use ("**Previously Abandoned Wells**"), within 1,500 feet of the completed portion of the projected track of the borehole of the proposed New Well. This includes:

43.1. Based upon examination of COGCC and other publicly available records, identification of all Previously Abandoned Wells located within 1,500 feet of the completed portion of the projected track of the borehole of a proposed New Well.

43.2. Assessment of leaking gas or water to the ground surface or into subsurface water resources, taking into account plugging and cementing procedures

described in any recompletion or plugged and abandoned report filed with the COGCC.

43.3. Notification to the City and COGCC of the results of the assessment of the plugging and cementing procedures.

43.4. Permission from the operator of record and each surface owner with a Previously Abandoned Well on their property to access the property to test the soil within a 10 foot radius of the Previously Abandoned Well. If an operator of record or a surface owner has not provided permission to access and test after 30 days from receiving notice, the Operator shall not be required to test the Previously Abandoned Well. Notice to the surface owner will be sent by Certified US Mail, return receipt requested, to assure that the surface owner receives proper notice.

43.5. For each Previously Abandoned Well for which access and permission to test is granted by the Surface Owner and the operator of record, a soil gas survey to test the soil within a 10 foot radius of the Previously Abandoned Well shall be completed prior to production from the proposed New Well and again one year after production has commenced on the New Well.

43.6. Notification of the results of the soil gas survey to the City and the COGCC within three months of conducting the survey or advise the City that access to the Previously Abandoned Wells could not be obtained from the surface owner.

44. **PHA-Hazard and Operability Study.** A PHA-HAZOP certified facilitator shall coordinate the Hazard and Operability Study with the Operator. If any of the findings by the PHA-HAZOP certified facilitator is applicable, this information will be added to the Emergency Response Plan and the Aurora Fire Rescue training. The Operator shall provide a letter that the engineer of record has incorporated all applicable PHA-HAZOP recommendations in the design.

45. **Automatic Safety Protective Systems and Surface Safety Valve.** An automated safety system, governed by safety devices and a programmable logic computer, will be installed at the Well Sites. The automated safety system will include the installation, monitoring and remote control of a Surface Safety Valve ("SSV") among other engineered measures and devices that are implemented to reduce or eliminate the potential for a well event. All New Wells will have a SSV

installed prior to the commencement of the Production Phase connected to the production tubing at the surface. The SSV will be equipped to operate remotely via the automated safety protective system, which monitors flowing pressures and other operating parameters which have predetermined threshold values programmed and will remotely shut the well in should certain upset conditions be detected. Additionally, the automated safety system provides the ability to remotely shut-in wells on demand through operator remote intervention. The SSV will have documented annual testing to ensure functionality, and Operator shall verify the functionality of the SSV every time that the safety system triggers an automated shutdown of a well. The practice of utilizing automated safety protective systems, including SSV's, exceeds the current State regulations and requirements for wells operated within Colorado.

46. **Water Quality Monitoring Plan.** Operator shall conduct its Operations in a manner to avoid causing degradation to surface or ground waters within the City and to wetlands within the City.

46.1. **General Requirements**.

46.1.1. Baseline Water Quality Testing will be conducted for the analytes listed in Table 1 below. Enhanced Water Quality Testing, if required, will be conducted on a yearly basis of the analytes in Table 2.

46.1.2. Operator shall follow standard industry procedures in collecting samples, consistent with the COGCC model Sampling and Analysis Plan.

46.1.3. Operator shall report the location of the water source using a GPS with submeter resolution.

46.1.4. Operator shall report results of field observations including reporting on damaged or unsanitary well conditions, adjacent potential pollution sources, odor, water color, sediment, bubbles, and effervescence.

46.1.5. Operator shall provide copies of all test results described above to the City, the COGCC, and the water source owners within 30 days after receiving the analytical results.

46.2. **Baseline Water Quality Testing**. For each New Well, Operator shall implement a water quality monitoring and well testing plan, using records of the Colorado Division of Water Resources, as follows:

46.2.1. If four or fewer available water sources exist within a one-half mile radius of the location of a proposed New Well, the Operator shall collect a sample from each available water source. Operator shall collect initial testing of baseline samples from Available Water Sources prior to the commencement of drilling a New Well. For purposes of this provision, an "**Available Water Source**" is a properly and well-maintained domestic water source.

46.2.2. If more than four available water sources exist within the one-half mile radius, the Operator shall submit a plan for approval to the City for selecting the Available Water Sources based on the following criteria:

46.2.2.1. Available Water Sources closest to the location of the proposed New Well are preferred.

46.2.2.2. Sample locations must be choses in a radial pattern around the New Well if possible.

46.2.2.3. Where Available Water Sources are completed in different aquifers, a sample must be collected from each aquifer.

46.2.2.4. If groundwater flow direction is known or can be reasonably inferred, Operator shall collect samples from both up-gradient and down-gradient Available Water Sources.

46.2.3. Operator may request a variance from the requirements of this provision by submitting a request to the City along with necessary supporting documentation. The City may approve a variance based on the following criteria:

46.2.3.1. No Available Water Sources exist within a one-half mile radius of the New Well; or

46.2.3.2. Water sources are determined to be unsuitable, improperly maintained, non-operational, or other issues exist that would not allow Operator to collect a representative sample. Operator

seeking a variance under this section shall document the condition of the Available Water Source and state why it is unsuitable; or

46.2.3.3. The owner of a water well declines to grant access or requires payment for access despite Operator's reasonable efforts to obtain consent to conduct sampling. For purposes of this section, reasonable efforts mean:

46.2.3.3.1. Operator provides notice to owner of an Available Water Source of its desire to collect a sample.

46.2.3.3.2. If Operator's attempts to obtain access fail, the operator shall provide final notice by certified mail to the owner.

46.2.3.3.3. If the owner of the Available Water Source does not respond within 30 days, the Operator is deemed to have made a reasonable effort.

46.2.3.3.4. Operator shall document these efforts and submit to the Aurora Water General Manager when seeking a variance.

46.2.4. If the City takes no action on the variance request from the Operator within 10 business days of the Aurora Water General Manager having received the variance request, then the requested variance will be deemed approved and the City shall not delay the Operator's OGP application.

46.2.5. If no Available Water Source exists, the City may request that Operator drill and construct a monitoring well sufficient to test the domestic groundwater source near the New Well ("**Requested Well**"). The Requested Well should be on or near the Well Site and down gradient from the New Well. Operator and the City shall agree on the location and design of the Requested Well. The Requested Well must be drilled to adequate depths in order to allow for testing all available aquifers down to and including the Laramie Fox-Hill.

46.2.5.1. If Operator does not have the rights to drill the Requested Well, Operator shall make reasonable efforts to obtain rights from the surface owner.

46.2.5.1.1. Operator shall send a request to drill and construct the Requested Well to the surface owner by certified mail. If the surface owner denies the request, requires money for the right, imposes conditions, or does not respond within 30 days, then Operator shall not be required to drill the Requested Well.

46.2.5.1.2. If Operator is unable to obtain the rights to drill a monitoring well as described above, Operator shall submit documentation to the City when seeking a variance.

46.3. **City Easement Well.** If Operator is unable to obtain the rights to drill a Requested Well, the City may request that Operator drill a monitoring well capable of testing all available aquifers down to and including the Laramie Fox-Hill on one of the City's existing easements within a half mile radius of the New Well ("**City Easement Well**"). The City may assign rights to the Operator to drill and construct a City Easement Well on an existing easement that is suitable to place a monitoring well chosen by the City. Operator shall be responsible for any cost associated with drilling and monitoring a City Easement Well, except for the cost associated with obtaining the easement.

46.3.1. Upon identification of an easement by the City, Operator shall drill the City Easement Well so that sampling may be performed as described in the Baseline Water Quality Testing provision of this Agreement.

46.3.2. If the City has not obtained an easement prior to Operator beginning Drilling Operations, then the City may request Operator drill the City Easement Well anytime during the Drilling, Completions, or Production Phase of a New Well, once the City has obtained an easement suitable for a monitoring well.

46.3.3. When Operator no longer needs to utilize the City Easement Well, Operator shall offer the City Easement Well to the City. City may

elect to take over the City Easement well and shall execute appropriate transfer documents.

46.3.4. The City's request to drill a City Easement Well is outside of the OGP application process. The City shall not delay the OGP application process if the City chooses to request that Operator drill a City Easement Well. The City shall process Operator's OGPs once the Operator has complied with or received a variance regarding the Baseline Water Quality Testing or has agreed to drill a Requested Well.

46.4. Post-stimulation samples of previously sampled water sources must be collected and tested annually until the Reclamation Phase is completed for the Well Site. The representative water source locations will be mutually agreed upon by the City and the Operator.

46.5. Operator may rely on existing groundwater sampling data from any water source within the radii described above that was collected in accordance with accepted City standards, provided the data was collected within the 12 months preceding the commencement of Drilling Phase for such Well Site, the data includes measurement of all of the constituents measured in Table 1 below and there has been no significant oil and gas activity within a one-mile radius in the time period between the original sampling and the commencement of the Drilling Phase for such Well Site.

46.6. **Enhanced Water Quality Testing.** If sampling shows degradation of water quality, additional measures may be required including:

46.6.1. If free gas or a dissolved methane concentration level greater than one milligram per liter (mg/l) is detected in a water source, determination of the gas type using gas compositional analysis and stable isotope analysis of the methane (carbon and hydrogen).

46.6.2. If the test results indicate thermogenic or a mixture of thermogenic and biogenic gas, an action plan to determine the source of the gas.

46.6.3. Immediate notification to the City, the COGCC, and the owner of the water well if the methane concentration increases by more than five mg/l between sampling periods, or increases to more than 10 mg/l.

46.6.4. Immediate notification to the City, the COGCC and the owner of the water well if BTEX and/or TPH are detected as a result of testing. Such detections may result in required subsequent sampling for additional analytes.

46.6.5. Further water well sampling in response to complaints from water source owners.

46.6.6. Timely production and distribution of test results in electronic deliverable format to the City, the COGCC and the water source owners.

46.6.7. Qualified Independent Professional Consultant. All water source testing must be conducted by the Operator or, if requested by a surface owner, by a qualified independent professional consultant.

46.6.8. If Operator identifies degradation to water quality as a result of its oil and gas development, Operator shall be responsible to mitigate the degradation of water quality to the applicable regulatory standards.

Table 1

Inorganic Chemicals:	
Contaminant	*MCL (mg/L)*
Antimony	0.006
Arsenic	0.010
Asbestos	7 Million Fibers/liter (Longer than 10 μm)
Barium	2
Beryllium	0.004
Cadmium	0.005
Chromium	0.1
Cyanide (as free Cyanide)	0.2
Fluoride	4.0
Mercury	0.002
Nitrate	10 (as Nitrogen)
Nitrite	1 (as Nitrogen)
Total Nitrate and Nitrite	10 (as Nitrogen)
Selenium	0.05
Thallium	0.002
VOCs:	
Contaminant	*MCL (mg/L)*
Vinyl chloride	0.002

Benzene	0.005
Carbon tetrachloride	0.005
1,2-Dichloroethane	0.005
Trichloroethylene	0.005
Para-Dichlorobenzene	0.075
1,1-Dichloroethylene	0.007
1,1,1-Trichloroethane	0.2
cis-1,2 Dichloroethylene	0.07
1,2-Dichloropropane	0.005
Ethylbenzene	0.7
Monochlorobenzene	0.1
o-Dichlorobenzene	0.6
Styrene	0.1
Tetrachloroethylene	0.005
Toluene	1
Trans-1,2 Dichloroethylene	0.1
Xylenes (total)	10
Dichloromethane (methylene chloride)	0.005
1,2,4-Trichlorobenzene	0.07
1,1,2-Trichloroethane	0.005
SOCs	
Contaminant	***MCL (mg/L)***
Alachlor	0.002
Aldicarb1	0.003
Aldicarb sulfoxide	0.004
Aldicarb sulfone	0.002
Atrazine	0.003
Carbofuran	0.04
Chlordane	0.002
Dibromochloropropane	0.0002
2,4-D	0.07
Ethylene dibromide	0.00005
Heptachlor	0.0004
Heptachlor epoxide	0.0002
Lindane	0.0002
Methoxychlor	0.04
Polychlorinated biphenyls	0.0005
Pentachlorophenol	0.001
Toxaphene	0.003
2,4,5-TP (Silvex)	0.05
Benzopyrene	0.0002
Dalapon	0.2
Di(2-ethylhexyl)adipate	0.4
Di(2-ethylhexyl)phthalate	0.006

Dinoseb	0.007
Diquat	0.02
Endothall	0.1
Endrin	0.002
Glyphosate	0.7
Hexachlorobenzene	0.001
Hexachlorocyclopentadiene	0.05
Oxamyl (Vydate)	0.2
Picloram	0.5
Simazine	0.004
2,3,7,8-TCDD (Dioxin)	3 x 10- 8
Radionuclides	
Contaminant	***MCL (mg/L)***
Combined radium-226 and radium-228_1	5 pCi/L
Gross alpha particle activity (includingradium-226 but excluding radon and uranium)	15 pCi/L
Beta particle and photon radioactivity2	4 mrem/yr3
Uranium	30 µg/L
Secondary Maximum Contaminant Levels	
Contaminant	***Level***
Aluminum	0.05 to 0.2 mg/L
Chloride	250 mg/L
Color	15 color units
Copper	1.0 mg/L
Corrosivity	Non-corrosive
Fluoride	2.0 mg/L1
When the fluoride level exceeds the SMCL of 2.0 mg/L, cublic notification is required per the applicable regulations.	
Foaming agents (surfactants)	0.5 mg/L
Iron	0.3 mg/L
Manganese	0.05 mg/L
Odor	3 threshold odor number
pH	6.5-8.5
Silver	0.1 mg/L
Sulfate	250 mg/L
Total dissolved solids (TDS)	500 mg/L
Zinc	5 mg/L
PFOA and PFOS	
General Water Quality	
Alkalinity, Conductivity & TDS, pH, Dissolved Organic Carbon (or Total Organic Carbon), Bacteria, and Hydrogen Sulphide	
Major Ions	

Bromide, Chloride, Fluoride, Magnesium, Potassium, Sodium, Sulfate, and Nitrate + Nitrite as N
Metals
Arsenic, Barium, Boron, Chromium, Copper, Iron, Lead, Manganese, Selenium, Strontium, Mercury, Uranium, and Radium
Dissolved Gases and Volatile Organic Compounds
Methane, Ethane, Propane, BTEX as Benzene, Toluene, Ethylbenzene and Xylenes, Total Petroleum, and Hydrocarbons (TPH)
Other
Water Level, Stable isotopes of water (Oxygen, Hydrogen, Carbon), Phosphorus

Table 2

General Water Quality
Alkalinity, Conductivity & TDS, pH, Dissolved Organic Carbon (or Total Organic Carbon), Bacteria, and Hydrogen Sulphide
Major Ions
Bromide, Chloride, Fluoride, Magnesium, Potassium, Sodium, Sulfate, and Nitrate + Nitrite as N
Metals
Arsenic, Barium, Boron, Chromium, Copper, Iron, Lead, Manganese, Selenium, Strontium, Mercury, Uranium, and Radium
Dissolved Gases and Volatile Organic Compounds
Methane, Ethane, Propane, BTEX as Benzene, Toluene, Ethylbenzene and Xylenes, Total Petroleum, and Hydrocarbons (TPH)
Other
Water Level, Stable isotopes of water (Oxygen, Hydrogen, Carbon), Phosphorus

46.7. **Wellbore Integrity and Aquifer Protection.** Operator shall protect fresh water producing zones from the intrusion of hydrocarbons or water from other formations that are penetrated by the New Well. Operator shall comply with applicable COGCC regulations regarding well bore integrity and testing. The casing and cement for each New Well must prevent oil, gas, and water from migrating from one formation to another behind the casing.

Where the depth of water producing formations are clearly established, the Operator shall set and cement casing in a manner sufficient to protect fresh water aquifers.

46.7.1. **Surface Casing**

46.7.1.1. All surface casing must be cemented with a continuous column from the bottom of the casing to the surface. Surface casing must be cemented to a depth to protect alluvial (surficial) aquifer.

46.7.1.2. If cement does not circulate to surface, Operator shall perform a cement bond log to determine top of cement. Operator shall follow COGCC procedures to ensure cement is to the surface and that integrity is managed.

46.7.2. **Production Casing**

46.7.2.1. Cement must be pumped behind the production casing 200 feet above the top of the shallowest uncovered known commercial producing horizon.

46.7.2.2. Operator shall follow COGCC regulations regarding protecting any fresh water aquifers that are below the depth of the surface casing.

46.7.3. **Integrity Testing and Monitoring**

46.7.3.1. During the Drilling Phase, Operator shall run temperature or cement log if surface casing cement is not circulated to the surface in order to ensure integrity.

46.7.3.2. Operator shall test the production casing to adequately test for the conditions anticipated during completion operations.

46.7.3.3. Operator currently installs pressure transmitters on surface and production casing and Operator shall monitor casing pressures during the Production Phase.

46.7.3.4. Operator shall perform Bradenhead tests on all wells at all Well Sites during the Completions Phase and the annually during the Production Phase of the well.

47. **Cultural and Historical Resource Protection.** The Operator agrees to comply with the City of Aurora Municipal Code, as amended ("**Code**"), by not causing to be carried out any construction, alteration, removal, or demolition of a building or feature or make any changes that would impair the historic association of the landmark building, landmark site, or historic district, pursuant to those qualities depicted in the Code, without first obtaining approval. Operator shall submit the permit application and await the planning

departments approval following referral to the historic preservation commission, if applicable. If there is a discovery of historic artifacts, Operator shall notify the City.

48. **Water Protection Requirements.** Operator shall submit a CDPHE Regulation 84 water use plan as described in section 84.11 sections B, D, and F for all Well Sites.

    48.1. **Setbacks from buried infrastructure.** Operator shall locate all New Wells a minimum of 500 feet from City buried infrastructure ("**City Infrastructure**"). City Infrastructure includes all existing or planned critical public utility infrastructure, including all source water pipelines, potable waterlines (16" diameter and greater), sanitary sewer pipelines (24" diameter and greater), storm sewer pipelines (or box culverts) greater than 36", water tanks, pump stations, lift stations, and bridges. If Operator demonstrates through vibratory testing methodologies acceptable to the City that its Operations will not negatively impact City Infrastructure, then this setback will be reduced to 350 feet.

    48.2. **Setbacks from floodways.** Operator shall locate all New Wells a minimum of 500 feet from floodways (as defined by FEMA).

    48.3. **Setbacks from reservoirs.** Operator shall locate all New Wells a minimum of 1 mile from all existing or planned reservoir sites.

49. **Visual Mitigation.** For the Well Sites shown on **Exhibit A-4**, Operator shall screen the side of the Well Site facing I-70 during the Drilling and Completion Phases. Operator may use sound walls, berming, or bales to provide visual mitigation.

EXHIBIT D

To the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil & Gas Company LP, and the City of Aurora dated June 5, 2019

INSURANCE REQUIREMENTS

During the term of the Agreement with the City, Operator shall comply with the following requirements:

1. Operator shall maintain or cause to be maintained, with insurers authorized by the state of Colorado and carrying a financial strength rating from A.M. Best of no less than A- VII (or a similar rating from an equivalent recognized ratings agency), at a minimum, the following types of insurance with limits no less than the amounts indicated:

   A. Commercial General Liability Insurance: Operator shall provide commercial general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, with exclusions for XCU deleted and including products and completed operations in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate.

   B. Automobile Liability insurance with limits of not less than $1,000,000 per occurrence.

   C. Workers' Compensation insurance- Statutory Workers' Compensation Coverage for the employee's normal State of employment/hire. Including Employer's Liability insurance - with limits of not less than $1,000,000 Each Accident, Disease - Each Employee, Disease - Policy Limit.

   D. Control of Well/Operators Extra Expense insurance - with limits of not less than $10,000,000 per occurrence covering the cost of controlling a well that is out of control or experiences a blowout, re-drilling or restoration expenses, seepage and pollution damage resulting from an out of control well or blowout as first party recovery

for the operator and related expenses, including, but not limited to, loss of equipment and evacuation of residents.

E. Umbrella/Excess Liability Operator shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the General Liability, Employer's Liability, and Automobile Liability, which has coverages as broad as the underlying policies, with limits not less than $25,000,000 per occurrence; provided, however, that for so long as the Construction Phase, Drilling Phase or Completions Phase is ongoing at any of the Well Sites, Operator will maintain such insurance with limits no less than $100,000,000 per occurrence.

2. Operator shall waive and cause its insurers under the above policies to waive for the benefit of the City any right of recovery or subrogation which the insurer may have or acquire against the City or any of its affiliates, or its or their employees, officers or directors for payments made or to be made under such policies.

3. As it pertains to the risks and liabilities assumed by Operator under this Agreement, Operator agrees to add the City and its elected and appointed officials and employees as Additional Insureds under general liability (including operations and completed operations), auto liability, and umbrella by endorsement.

4. Operator shall ensure that each of the policies are endorsed to provide that they are primary without right of contribution from the City or any insurance or self-insurance otherwise maintained by the City, and not in excess of any insurance issued to the City.

5. Operator shall ensure that each of the policies above (excluding workers' compensation and OCC/COW) are endorsed to state that the inclusion of more than one insured under such insurance policy shall not operate to impair the rights of one insured against another insured and that the coverage afforded by each insurance policy shall apply as though a separate policy had been issued to each insured.

6. Upon the execution of this Agreement and prior to permit issue, Operator shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. All certificates of insurance

must be kept in force throughout the duration of the services. If the Operator's coverage is renewed at any time prior to the expiration of this Agreement, Operator shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within 10 days of the expiration date of any previously delivered certificate.

7. Deductibles or retentions shall be the responsibility of Operator. Deductibles or retentions must be listed on the Certificate of Insurance required herein and are subject to the reasonable approval of the City.

8. Notwithstanding the above, Operator may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law. Upon request, Operator shall provide the City with a letter of self-insurance evidencing its compliance with this clause.

John W. Weisner
Manager
Corporate Insurance
Treasury

925 North Eldridge Parkway (77079)
P.O. Box 2197, EC4-16-S236
Houston, TX 77252-2197
Phone 281.293.5301
John.W.Weisner@cop.com

ConocoPhillips

June 6, 2019

City of Aurora, Office of City Attorney
Daniel Brotzman, City Attorney
15151 E. Alameda Parkway
Aurora, CO 80012

RE: Self-Insurance Letter

To Whom It May Concern:

Your company requested a certificate evidencing various insurance coverages. Liability and property risks for ConocoPhillips (COP) and its subsidiaries are insured under our corporation's major worldwide insurance programs up to $150 million per occurrence deductibles. Losses for which COP or its subsidiaries are legally liable and falling within the deductible are secured by COP's financial resources. The net worth of ConocoPhillips was $31.9 billion at December 31, 2018 as certified by Ernst & Young LLP. COP entities comply with all statutory workers' compensation insurance regulations.

Our contractual responsibilities to your company are in no way diminished by submission of this document.

Please contact the undersigned should you have any questions regarding the above.

Sincerely,

John W. Weisner
Manager
Corporate Insurance

Schedule 1

To the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil and Gas Company LP, and the City of Aurora dated June 5, 2019

Agreement Name	Effective Date
Master License Agreement 17-80	10/26/2017
Master License Agreement 14-49	12/8/2014
Amended and Restated Road Maintenance Agreement Addressing ConocoPhillips Company and Burlington Resources Oil & Gas Company LP Oil and Gas Wells within the City of Aurora	1/3/2018
Agreement for Delivery of Reusable Raw Water	9/26/2017

Schedule 2

To the Operator Agreement between ConocoPhillips Company, Burlington Resources Oil and Gas Company LP, and the City of Aurora dated June 5, 2019

Well Site
Bijou 3-65 19-24 South
Eastern Hills 4-65 17-18 North
Eastern Hills 4-65 17-18 South
Grande 4-65 20-19 North
Grande 4-65 20-19 South
Lone Tree 4-65 15-16 North
Lone Tree 4-65 15-16 South
Rush 4-65 29-30 North
Rush 4-65 29-30 South
Yellow 3-64 30-25 North