ConocoPhillips

DRAFT AMENDMENT RMA;

ROAD MAINTENANCE AGREEMENT

FIELDWIDE -NIOBRARA

Amendment to the Amended and Restated Road Maintenance Agreement

This amendment to the Amended and Restated Road Maintenance Agreement ("Amendment") is between ConocoPhillips Company, a Delaware Corporation, and Burlington Resources Oil & Gas Company LP, a Delaware Limited Partnership, ("Operator") and the City of Aurora, Colorado ("City"), a home rule municipal corporation of the State of Colorado located within Adams, Arapahoe, and Douglas Counties of Colorado. Operator and City may be referred to individually as "Party" or together as "Parties". This Amendment is effective as of January 3, 2018 ("Effective Date").

DRAFT

1. Operator and City entered into an 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 ("Agreement") effective January 3, 2018 with Reception No. D8002514 in Arapahoe County, CO and Reception No. 2018000002292 in Adams County, CO.

2. Operator and the City desire to update the Exhibit B of the Agreement to indicate the additional roads and wells to be included in the Agreement.

Now therefore, the Parties agree as follows,

1. In accordance with Article 2 of the Agreement, Exhibit B of the Agreement is to be deleted and replaced with the attached Exhibit B. The updated Exhibit B includes additional haul routes.

This Amendment may be signed in counterparts, each of which will be deemed an original and constitute one agreement.

This Amendment is signed as indicated in the acknowledgement but effective as of the Effective Date.

Signature pages to follow

City:

City of Aurora

By: Dave Chambers
As: Director of Public Works

Operator:

ConocoPhillips Company

By: Lindsay B. Weddle
As: Attorney-in-fact

Burlington Resources Oil & Gas Company LP

By: BROG GP LLC, its sole general Partner

By: Lindsay B. Weddle
As: Attorney-in-fact

DRAFT

Acknowledgments on following page

Acknowledgements

Colorado

Arapahoe County

This Amendment was acknowledged before me on _____, 2019 by Dave Chambers, as Director of Public Works on behalf of the City of Aurora.

Notary Public, State of Colorado
My commission expires:

Texas

Harris County

This Amendment was acknowledged before me on _____, 2019 by Lindsay B. Weddle, as attorney-in-fact for ConocoPhillips Company, a Delaware Corporation.

Notary Public, State of Texas
My commission expires:

Texas

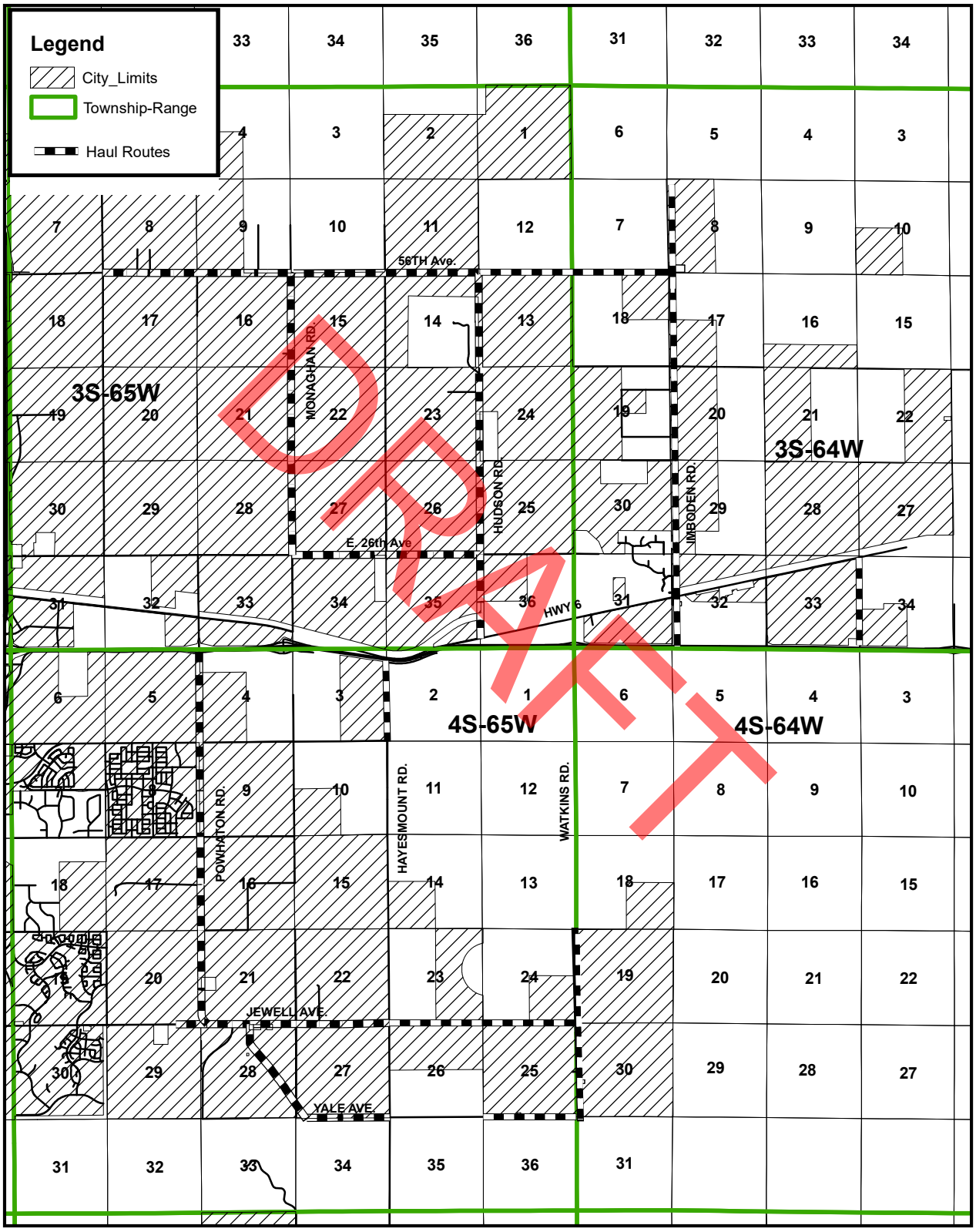
Harris County

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

Notary Public, State of Texas
My commission expires:

DRAFT

Exhibit B
to that certain Amendment to the
Amended and Restated Road Maintenance Agreement
dated January 3, 2018
between the CITY OF AURORA, COLORADO ("City")
and CONOCOPHILLIPS COMPANY and
BURLINGTON RESOURCES OIL & GAS COMPANY LP



1:100,000

1 inch = 8,333 feet

N

Reception #: D8002514, 01/08/2018 at 11:58 AM, 1 OF 19, Recording Fee $103.00
Electronically Recorded Official Records Arapahoe County, CO Matt Crane, Clerk
& Recorder

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

THE AMENDED AND RESTATED ROAD MAINTENANCE AGREEMENT, ("Agreement"), is made and entered into on this 20th, day of December, 2017 by and between the CITY OF AURORA, COLORADO ("City"), a home rule municipal corporation of the State of Colorado, located within Adams, Arapahoe and Douglas Counties, Colorado and CONOCOPHILLIPS COMPANY, a Delaware corporation, whose address is 600 North Dairy Ashford, Houston, Texas 77079 and BURLINGTON RESOURCES OIL & GAS COMPANY LP, a Delaware Limited Partnership whose address is Attention: Manager, Real Property Administration, P. O. Box 7500, Bartlesville, OK 74004-7500 (together hereinafter referred to as "Operator") to address the use of certain streets and/or roadways within the City of Aurora, Colorado by Operator in association with proposed oil and gas Wells ("Well(s)"). City and Operator may be referred to individually as a "Party," or together as the "Parties".

WHEREAS, Operator is in the business of oil and gas exploration and production and, in connection therewith, will be engaged in drilling, completion, and production activities on property within the city limits of Aurora as permitted by the City which abuts, is adjacent to, and/or is accessed by certain roadways within the City; and

WHEREAS, use of the roadways by the Operator for the purpose of performing the activities described herein may require additional maintenance and improvements to said roadways over and above normal maintenance or improvement actions; and

WHEREAS, the City and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement to allow Operator to address its use of the City's roadways through maintenance and payment of an agreed upon Road Maintenance Fee ("Road Maintenance Fee(s)") to the City.

WHEREAS, the City and Operator have entered into previous Road Maintenance Agreements (the "Original Agreements"), listed below, and the Parties acknowledge that Operator is in full compliance with the Original Agreements:

Road Maintenance Agreement effective 12/20/2013, Reception No. 2013000106944, Adams County, CO,

Road Maintenance Agreement effective 12/23/2013, Reception No. D3151730, Arapahoe County, CO,

Road Maintenance Agreement effective 08/13/2015, Reception No. 2015000072537, Adams County, CO,

Electronically Recorded RECEPTION#: 2018000002292,
1/8/2018 at 11:45 AM, 1 OF 19,
REC: $103.00
TD Pgs: 0 Stan Martin, Adams County, CO.

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

THE AMENDED AND RESTATED ROAD MAINTENANCE AGREEMENT, ("Agreement"), is made and entered into on this 2nd, day of January, 2018 by and between the CITY OF AURORA, COLORADO ("City"), a home rule municipal corporation of the State of Colorado, located within Adams, Arapahoe and Douglas Counties, Colorado and CONOCOPHILLIPS COMPANY, a Delaware corporation, whose address is 600 North Dairy Ashford, Houston, Texas 77079 and BURLINGTON RESOURCES OIL & GAS COMPANY LP, a Delaware Limited Partnership whose address is Attention: Manager, Real Property Administration, P. O. Box 7500, Bartlesville, OK 74004-7500 (together hereinafter referred to as "Operator") to address the use of certain streets and/or roadways within the City of Aurora, Colorado by Operator in association with proposed oil and gas Wells ("Well(s)"). City and Operator may be referred to individually as a "Party," or together as the "Parties".

WHEREAS, Operator is in the business of oil and gas exploration and production and, in connection therewith, will be engaged in drilling, completion, and production activities on property within the city limits of Aurora as permitted by the City which abuts, is adjacent to, and/or is accessed by certain roadways within the City; and

WHEREAS, use of the roadways by the Operator for the purpose of performing the activities described herein may require additional maintenance and improvements to said roadways over and above normal maintenance or improvement actions; and

WHEREAS, the City and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement to allow Operator to address its use of the City's roadways through maintenance and payment of an agreed upon Road Maintenance Fee ("Road Maintenance Fee(s)") to the City.

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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

THE AMENDED AND RESTATED ROAD MAINTENANCE AGREEMENT, ("Agreement"), is made and entered into on this 30th, day of January, 2019 by and between the CITY OF AURORA, COLORADO ("City"), a home rule municipal corporation of the State of Colorado, located within Adams, Arapahoe and Douglas Counties, Colorado and CONOCOPHILLIPS COMPANY, a Delaware corporation, whose address is 600 North Dairy Ashford, Houston, Texas 77079 and BURLINGTON RESOURCES OIL & GAS COMPANY LP, a Delaware Limited Partnership whose address is Attention: Manager, Real Property Administration, P. O. Box 7500, Bartlesville, OK 74004-7500 (together hereinafter referred to as "Operator") to address the use of certain streets and/or roadways within the City of Aurora, Colorado by Operator in association with proposed oil and gas Wells ("Well(s)"). City and Operator may be referred to individually as a "Party," or together as the "Parties".

WHEREAS, Operator is in the business of oil and gas exploration and production and, in connection therewith, will be engaged in drilling, completion, and production activities on property within the city limits of Aurora as permitted by the City which abuts, is adjacent to, and/or is accessed by certain roadways within the City; and

WHEREAS, use of the roadways by the Operator for the purpose of performing the activities described herein may require additional maintenance and improvements to said roadways over and above normal maintenance or improvement actions; and

WHEREAS, the City and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement to allow Operator to address its use of the City's roadways through maintenance and payment of an agreed upon Road Maintenance Fee ("Road Maintenance Fee(s)") to the City.

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Road Maintenance Agreement effective 12/23/2013, Reception No. D3151730, Arapahoe County, CO,

Road Maintenance Agreement effective 08/13/2015, Reception No. 2015000072537, Adams County, CO,

Road Maintenance Agreement effective 08/13/2015, Reception No. 2015000072536, Adams County, CO,
Road Maintenance Agreement effective 08/13/2015, Reception No. 2015000072538, Adams County, CO.

WHEREAS, upon execution of this Agreement, and subsequent delivery of the Road Survey described below, the City and Operator will terminate the Original Agreements and this Agreement will supersede the Original Agreements.

WHEREAS, upon execution of this Agreement the City and Operator agree that this Agreement satisfies any Conditions of Approval requiring a Master Road Maintenance Agreement associated with Operators active approved sites plans.

IT IS NOW THEREFORE AGREED THAT:

ARTICLE 1.

SITE PLAN PERMITS AND STORMWATER PERMITS

Operator acknowledges and agrees that it must obtain site plan permits and stormwater permits for the Wells from the City.

ARTICLE 2.

ROAD SURVEY

The Operator will use the Haul Route(s) as approved by the City on each applicable Well site plan. Operator agrees to meet with Aurora Public Works during the site plan review process to allow both parties to discuss proposed road usage and haul routes. Operator will have a Third Party Consultant ("Consultant") conduct a road condition survey and provide a baseline analysis ("Road Survey") for the present condition of each proposed Haul Route(s). The City shall have ten (10) business days to evaluate the Operator's proposed Consultant and confirm, in its discretion, whether the Consultant is acceptable to the City, such approval not to be unreasonably withheld. The Road Survey will be conducted in accordance with the standards as set forth below and further described in "Exhibit A", which is attached hereto and made part of this Agreement by this reference, and will identify an assessment of the present condition of each proposed Haul Route(s) and all road rehabilitation work and general repair and maintenance obligations necessitated by the proposed truck traffic associated with the proposed Wells. The Haul Routes that will be analyzed under the baseline analysis are identified in the Attached B, which is attached hereto and made a part of this Agreement. If additional haul routes are proposed for use under this Agreement, Operator agrees that it will update Exhibit B and update the baseline analysis to include the new or additional haul routes. Operator agrees to update the baseline analysis every five years. The Road Survey will be conducted before the

Operator begins using the Haul Route(s) for any activities at the Well(s), including construction and transporting drilling and completions equipment associated with Operator's activities. The City will have ten (10) business days to evaluate the Road Survey and confirm, in its discretion, whether the Road Survey is acceptable to the City, such approval not to be unreasonably withheld. The Road Survey will be performed, and a report will be provided to the City on or before June 30, 2018.

2.2 *Pre-Drill Survey.* Operator will perform a Pre-Drill Survey as described in Exhibit A. The Pre-Drill Survey will document the current condition of the Haul Route that was established with the Road Survey prior to the start of drilling of the Wells. The City will have ten (10) business days to evaluate the Pre-Drill Survey and confirm, in its discretion, whether the Pre-Drill Survey is acceptable to the City, such approval not to be unreasonably withheld.

2.3 *Post-Completion Survey.* Operator will perform a Post-Completion Survey as described in Exhibit A and will provide an assessment of the condition of each Haul Route(s) after drilling and completion of the Wells. The City will have ten (10) business days to evaluate the Post-Completion Survey and confirm, in its discretion, whether the Post-Completion Survey is acceptable to the City, such approval not to be unreasonably withheld.

ARTICLE 3.

ROAD MAINTENANCE FEES IN LIEU OF ROAD REPAIR AND MAINTENANCE

3.1 *Road Maintenance Fees in Lieu of Road Repair and Maintenance.* City and Operator have determined that specific Well activities by Operator within the City will create impacts on City roads. Normally, as part of the City land use permitting process, the City would require Operator to mitigate these impacts by repairing and maintaining the roadways for the life of the Well(s). The Parties have agreed to substitute such repair and maintenance obligations in the form of (a) negotiated Road Maintenance Fees and (b) road repair and maintenance obligations limited to the time of Well drilling and completion activities. The Parties recognize that maintenance fees are not always a reliable or sufficient source of funds and that the City's ability to actually perform such work may be limited or hampered by reasons beyond its control. The City shall control the sequencing and timing of any road work and Operator hereby waives its rights, if any, to insist upon completion of road work or to dictate the manner, sequencing and timing of the same. The City recognizes and acknowledges that the monies collected hereunder may only be spent on facilities that are directly and reasonably related to the mitigation of impacts related to Operator's Well activities.

3.2 *Road Maintenance Fees Calculation and Payment.* Operator and the City have agreed to Road Maintenance Fees for Wells in the amount of $7,500.00 per Well. The fee shall be increased annually on January 1st of each calendar year, in accordance with any increase in the United States Department of Labor Bureau of Labor statistics final

consumer price index for the Denver-Boulder consolidated metropolitan statistical area for the preceding calendar year. The fee shall not be increased if the final consumer price index for the preceding calendar year does not increase and shall not be decreased if the final consumer price index for the preceding calendar year decreases. This fee will be placed in the Aurora Administrative Fee Schedule. Operator shall pay to the City's Public Works Department the Road Maintenance Fee due and owing for each Well at least 30 days prior to spudding each Well. Failure to pay the fee within this timeframe will result in the imposition of a $2,500 additional fee for a total fee for such Well of $10,000. Any fee paid pursuant to this provision shall be refundable to Operator during the calendar year in which the fee is paid, provided that the Operator has not drilled the Well associated with the fee and Operator requests the refund in writing prior to December 15 of that calendar year. If the Well is not drilled and Operator has not requested a refund, then the fee becomes non-refundable on January 1st of the following calendar year. However, once paid, the Road Maintenance Fee for each Well will remain in effect until such time the Well is plugged and abandoned and the site is fully restored and reclaimed. Operator may, in its discretion, pay fees in lieu of road maintenance conditions of approval for previously approved Wells which Operator has not yet drilled.

3.3 *Submission of Information.* The City seeks to efficiently and effectively schedule maintenance and improvement projects on its City roads. The use of such roads by large trucks related to construction or production activities on Well sites in the City could affect such projects. As part of the negotiations leading to this Agreement, Operator has provided the City with its prospective outlook concerning Well development and associated road use by Operator. The City seeks, and Operator agrees to provide the City on an as needed basis (but no less than yearly), a forecasted activity plan setting forth the expected location and duration of new oil and gas Well sites within the City for the upcoming year as Well information concerning which City roads may be accessed for proposed travel or Haul Routes. The disclosure of such plans and routes is for informational purposes only and will not be construed as creating any obligation on the part of Operator, including, without limitation, to conduct such operations, or to limit the location and duration of such operations or to follow such routes. The City agrees to reciprocate and provide notice to Operator of its intended projects and its expected schedule for same.

ARTICLE 4.

REPAIR OBLIGATION DURING DRILLING AND COMPLETION STAGES

4.1 During the drilling and completion stages of a Well, the City Public Improvements staff shall be responsible for frequent, periodic inspections of the Haul Route or any alternative Haul Route to determine when and where general maintenance, repair, or rehabilitation is needed. The City shall promptly provide notice to Operator of needed general maintenance, repair, or rehabilitation and an estimate of the cost of repairs. If it is determined by the City and verified by Operator's third-party vendor, that the damage was caused by Operator or its contractors, subcontractors, employees, and agents, then Operator will, within 10 business

days, submit a deposit to the City of 125% of the estimated costs of doing the work as set forth in the notice. Upon completion of the work, any unused funds will be returned to ConocoPhillips.

4.2 Maintenance, repair, or rehabilitation of Haul Routes will be completed by the City in accordance with the City's "Roadway Design and Construction Specification" manual, latest edition.

4.3 If the City or the Operator discover damages that require immediate attention and warrant closing the road, the City Engineer and Fire Department will be notified immediately. If the City or the Operator close the Haul Route or any portion thereof, the City will make such repairs so that the Haul Route may be reopened as reasonably determined by the Director of Public Works. Operator has the right to utilize a mutually agreed upon alternate Haul Route while repairs are being made to the Haul Route. If required repairs are attributable to Operator's operations, Operator shall be responsible for reimbursing all costs directly associated with the immediate repairs.

4.4 The Operator will ensure that its contractors, subcontractors, employees and agents only use the approved Haul Route(s). The City will provide notice of any observed violations within 24 hours to provide Operator an opportunity to prevent the continued use of the non-approved route. A maximum fee of $1,000.00 per day, following the 24-hour notice period, will be imposed for non-utilization of the approved Haul Route(s).

ARTICLE 5.

TERM OF AGREEMENT

This Agreement will commence upon the date indicated above and will continue in full force and effect until Operator has permanently abandoned the Wells. The City, but not Operator, shall have the ability to terminate this Agreement in its discretion and if so terminated apply its land use code, including all provisions related to traffic and transportation, to any wells not previously permitted by the City. Notwithstanding the above, Operator will have continued rights to access its facilities and the right to continue to use the Haul Route.

ARTICLE 6.

PERFORMANCE BOND

Prior to the beginning of any activity pursuant to the issuance of any Well permits, Operator will provide the City Inspector with a security instrument in the form of a payment bond as follows:

a. Bond – A bond in the amount of $5,000.00.00 for all Wells within the incorporated City limits will be executed by a reliable bonding or insurance institution authorized to do business in Colorado, acceptable to the City (the "Field Wide Bond"). The Field Wide Bond will become effective within 30 days of entry into this Agreement and will

remain in force and effect for at least 6 months after the expiration of the later of the last Well permits to be issued or until the Wells within the City limits are all plugged and abandoned and the sites are restored, whichever occurs last. The Operator will be listed as principal and the instrument will run to the City, as oblige, and will be conditioned that the Operator will comply with the terms and regulations of this Agreement and the City. The original Field Wide Bond will be submitted to the City Engineer.

b. If Operator fails to tender any deposit as required by Article 4, Section 1, herein, then the City shall provide a written notice of such default to Operator. Within 10 business days of receipt of said notice, the Operator shall tender payment of the deposit. If Operator fails to pay the amounts due under this Agreement within 10 business days after receipt of the required written notice, then the City may draw against the payment bond to recover such amounts due from Operator.

c. In the event Operator fails or refuses to pay over to the City the estimated cost of the work to be done as set forth in the notice, or the issuer of the security instrument refuses to honor any draft by the City against the bond, the City may proceed to obtain compliance and abate the default by way of civil action against Operator; provided that the City has provided 10 business days' written notice that the issuer of the security instrument has not honored the draft presented by the City against the bond, and the Operator had the opportunity to cure such defect.

d. The cancellation of the bond for the sole purpose of the repair of the Haul Route will not release the obligation of the Operator to meet all requirements of insurance and bonding under Section 146-1207 of the Aurora City Code relating to oil and gas facilities. Any bond or bonds required by Section 146-1207 of the Aurora City Code relating to oil and gas facilities will stay in full force and effect until the terms and conditions set out in the Ordinance are met.

e. Upon the effective date of the Field Wide Bond, the Field Wide Bond will cover the four existing bonds in place for the Rush 4-65 29-30 3AH (Bond No. 106503490), Grande 4-65 20-19 3AH (Bond No. 106503489), Reserve 3-65 26-1H and Reserve 34-35 1H (Bond No. 106032319), and Cottonwood Creek 4-65 27 1H (Bond No. 106032320) (collectively the "Previous Bonds"), and the Previous Bonds will be terminated by Operator.

ARTICLE 7.

MISCELLANEOUS PROVISIONS

1. Operator understands and agrees that Operator, its employees, servants, agents, and representatives will at no time represent themselves to be employees, servants, agents, and/or representatives of the City. Except as provided by federal, state, or local law or regulation, the City will not have any control over the means or methods by which Operator will perform its obligations hereunder. Operator will furnish all equipment

and materials necessary to perform hereunder and will always be acting as an independent Operator.

2. By entering into this Agreement, the City does not waive, nor will it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

ARTICLE 8.

FORCE MAJEURE

Operator's obligations may be deferred if a force majeure event prevents or hinders its performance, such delay being for a reasonable period following termination of the force majeure event. Events of Force Majeure mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the Party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns, or work stoppages.

ARTICLE 9.

ASSIGNABILITY/CONSENT

Except as otherwise provided herein, or except as may be hereafter determined by the Parties, Operator may only assign this Agreement to an affiliate company operating in conjunction with Operator. Except as set forth above, no Party to this Agreement may sell, assign, or transfer its interest in this Agreement, or any of its right, duties, or obligations hereunder, without the prior written consent of the other Party. Whenever the consent or the approval of a Party is required herein, such Party will not unreasonably withhold, delay, or deny such consent or approval. Failure to respond within 20 days following a request to assign will be deemed a consent to the assignment.

ARTICLE 10.

NOTICE

Any notice given by one Party to the other in connection with this Agreement will be in writing and will be either by personal delivery; sent by registered mail or certified mail; United States Mail, return receipt requested, postage prepaid; or electronic mail ("email); and will be deemed duly given when received by the Party charged with such notice and addressed as set forth below; however, automatic email delivery receipts issued without direct human authorization, including "out-of-office" responses, shall not be evidence of receipt.

CITY: Attn: City Engineer
Director of Public
Works Department City
of Aurora, Colorado

15151 E. Alameda Parkway, Suite 3200
Aurora, Colorado 80012
Attention:
Phone Number:
Email:

OPERATOR: ConocoPhillips Company
Real Property Administration
PO Box 7500
Bartlesville, OK 75005-7500

And to:

ConocoPhillips Company
Attn: Surface Land
34501 E. Quincy Ave, Building 1
Watkins, CO 80137
Attention: Kathleen F. Denzer, Surface Landman
Phone Number: 303-268-3773
Email: Kathy.F.Denzer@conocophillips.com

and

Attention: Maxwell O. Blair
Phone Number: 303-268-3711
Email: Maxwell.O.Blair@conocophillips.com

Notice will be deemed to have been received on the date of receipt as shown on the return receipt, electronic mail or other written evidence of receipt.

ARTICLE 11.

MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained will be valid unless in writing and duly executed by the Party to be charged therewith. No evidence of any waiver or modification will be offered or received in evidence in any proceeding arising between the Parties hereto out of or affecting this Agreement, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing, duly executed. The Parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE 12.

SAVINGS/SEVERABILITY

If any one or more of the provisions hereof contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability will not affect the other provisions, and the Agreement will be construed as if such invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

ARTICLE 13.

GOVERNING LAW AND VENUE

This Agreement will be construed under and governed by, and in accordance with the laws of the State of Colorado, and venue for any action arising under the terms and conditions of this Agreement will lie in the state courts located in Arapahoe County, Colorado. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. The City agrees this provision is enforceable against the City.

ARTICLE 14.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between Operator and City for repair of roadways and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing body of the City or those authorized to sign on behalf of the City's governing body. This Agreement and the exhibits attached hereto, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the Parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement will be binding on any Party hereto unless the same is in writing, dated after the date hereof, and is duly authorized and executed by the Parties hereto.

ARTICLE 15.

WAIVER OF TERMS AND CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement will not constitute a general waiver or relinquishment of any such terms or conditions, but the same will be and remain always in full force and effect.

ARTICLE 16.

CAPTIONS

The captions contained in this Agreement are for informational purposes only and will not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 17.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties do hereby affix their signatures and enter into this Agreement as of the ___ day of _____, 2017.

CITY OF AURORA

_____
Dave Chambers, Director of Public Works

OPERATOR:
CONOCOPHILLIPS COMPANY

Partner

By: _____
J. D. Adkins, as Attorney-in-Fact

BURLINGTON RESOURCES OIL & GAS COMPANY LP
By: BROG GP LLC, its sole General

By: _____
J. D. Adkins, as Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned Notary Public, on this day personally appeared Dave Chambers, the Director of Public Works of the City of Aurora, Colorado, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me he/she executed the instrument for the purpose and consideration therein expressed.

Given under my hand and seal of office this___ day of_____, 2017.

_____
Notary Public

My Commission Expires _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. D. Adkins, whose name as Attorney In Fact of ConocoPhillips Company is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he, as authorized agent and with full authority, executed the same voluntarily and as the act of said corporation.

Given under my hand and official seal, this the 22nd day of December, 2017.

_____
Notary Public

My Commission Expires 5-1-2019

CHANIKA LEBLANC
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 13020994-1
5/1/19

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. D. Adkins, whose name as Attorney In Fact of BROG GP LLC, as sole general partner of Burlington Resources Oil & Gas Company LP is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he, as authorized agent and with full authority, executed the same voluntarily and as the act of said limited liability company as the sole general partner of said limited partnership.

Given under my hand and official seal, this the 22nd day of December, 2017.

Notary Public

My Commission Expires 5.1.2019

CHANIKA LEBLANC
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 13020994-1
5/1/19

ARTICLE 15.

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IN WITNESS WHEREOF, the Parties do hereby affix their signatures and enter into this Agreement as of the 2nd day of January, 2017.

CITY OF AURORA

Dave Chambers, Director of Public Works

OPERATOR:
CONOCOPHILLIPS COMPANY

Partner

By: J. D. Adkins, as Attorney-in-Fact

BURLINGTON RESOURCES OIL & GAS COMPANY LP
By: BROG GP LLC, its sole General

By: J. D. Adkins, as Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned Notary Public, on this day personally appeared Dave Chambers, the Director of Public Works of the City of Aurora, Colorado, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me he/she executed the instrument for the purpose and consideration therein expressed.

Given under my hand and seal of office this 3rd day of January, 2017.

Notary Public

LYLE C. YORK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074002420
MY COMMISSION EXPIRES 01/18/2019

My Commission Expires 1-18-2019

STATE OF TEXAS)
) ss,
COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. D. Adkins, whose name as Attorney In Fact of ConocoPhillips Company is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he, as authorized agent and with full authority, executed the same voluntarily and as the act of said corporation.

Given under my hand and official seal, this the 22nd day of December, 2017.

Notary Public

CHANIKA LEBLANC
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 130209941
5/1/19

My Commission Expires 5.1.2019

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. D. Adkins, whose name as Attorney In Fact of BROG GP LLC, as sole general partner of Burlington Resources Oil & Gas Company LP is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he, as authorized agent and with full authority, executed the same voluntarily and as the act of said limited liability company as the sole general partner of said limited partnership.

Given under my hand and official seal, this the 22nd day of December, 2017.

Notary Public

My Commission Expires 5.1.2019

CHANIKA LEBLANC NOTARY PUBLIC STATE OF TEXAS NOTARY ID 13020994-1 5/1/19

Exhibit A
to that certain Road Maintenance Agreement Addressing
CONOCOPHILLIPS COMPANY AND BURLINGTON
RESOURCES OIL & GAS COMPANY LP Oil and Gas Wells
Within the City of Aurora
dated December __, 2017 between the CITY OF AURORA, COLORADO ("City") and
CONOCOPHILLIPS COMPANY AND
BURLINGTON RESOURCES OIL & GAS COMPANY LP ("Operator")

Road Survey

The initial Road Survey includes the Baseline Study

1. Baseline Study: The Results of the Baseline Study will be compiled in a report that is provided to the City and will include results from the tests described below.
   a. Non-Destructive Testing – NDT FWD
      i. Non-Destructive Testing using a Falling Weight Deflectometer (FWD). The FWD shall be capable of inducing a 9,000 pound surface loading. Testing shall be performed at a spacing not exceeding 200-feet in alternating directions.
      ii. Testing shall be performed with a machine calibrated within the last year, and have a minimum of 8 geophones at standard SHRP spacing. Locations shall be automatically obtained using a GPS and acquired by the Deflection Testing Software at each test location.
      iii. Collected data should be analyzed so as to provide the existing structural coefficient of the pavement and the resilient modulus of the underlying subgrade material.
   b. Ground-Penetrating Radar - GPR
      i. Collect pavement section(s) thickness data (for each lane) using a MALA RoadCart (or equivalent) Ground Penetrating Radar (GPR) unit with 800 Mhz and 2.3 Ghz antennas. The GPR unit shall be capable of collecting data at highway speeds and at any length or time interval to determine pavement thicknesses in a non-destructive manner. Geo-reference data shall be collected continuously and simultaneously with the GPR data collection. The geo-reference data shall be automated and integrated with the GPR data collection process with a +/- 1 meter accuracy and acquired by the GPR software.
      ii. Pavement coring shall be obtained for the purposes of determining existing pavement section/base course thickness (for calibration of GPR equipment). Coring shall be performed with a diamond-impregnated, 4-inch diameter core bit.
      iii. Google Earth images of the roadway/pavement under study shall be provided and color-coded according to pavement thickness.
   c. High Definition Video – HD
      i. Videotaping of roadway shall be performed utilizing a High-Definition

(HD) camcorder, equipped with GPS capabilities (geo-encoding/tagging) and stabilization technology. The camcorder shall be vehicle-mounted during video capture.

ii. A copy of the video footage (encoded/tagged with GPS coordinates) shall be provided in a DVD format, readable by PC DVD drives and stand-alone DVD equipment.

iii. The video shall include a text log indicating GPS coordinates of the distress, size, depth, width of cracks and other pertinent information.

d. Pavement Distress Survey – Visual

i. Perform a Visual Distress Survey utilizing the Colorado Department of Transportation, 2013 Pavement Design Manual, Appendix A, Section A.4 Site Investigation, Item A.4.1 Visual Analysis. Applicable checklists shall be completed in their entirety.

ROADWAY SECTION TYPE	MINIMUM EVALUATION METHOD
Aggregate Base Course only	High Definition Video – HD
Aggregate Base Course only or Recycled Asphalt pavement	High Definition Video – HD Non-Destructive Testing – NDT FWD
Hot Mix Asphalt or Portland Cement Concrete	High Definition Video – HD Pavement Distress Survey Ground-Penetrating Radar Non-Destructive Testing – NDT FWD

2. **Prior to drilling each well, a Pre-Drill Survey will be completed as follows:** Pre-Drill Survey: Prior to the start of drilling activity of any well subject to this Agreement, Operator will perform a visual inspection of the Haul Route(s) or Alternate Haul Route associated with each well location to determine if conditions have changed from the original Baseline Study. The Operator will utilize the Colorado Department of Transportation, 2013 Pavement Design Manual, Appendix A, Section A.4 Site Investigation. Item A.4.1 Visual Analysis (the CDOT Manual). Applicable checklists will be completed in their entirety.

a. Visual inspection of the designated Haul Route, and/or Alternate Haul Route under the direction of a registered professional engineer, to assess roadway conditions, including characterization of nature, extent, and potential causes for roughness and ride quality variations along these roads.

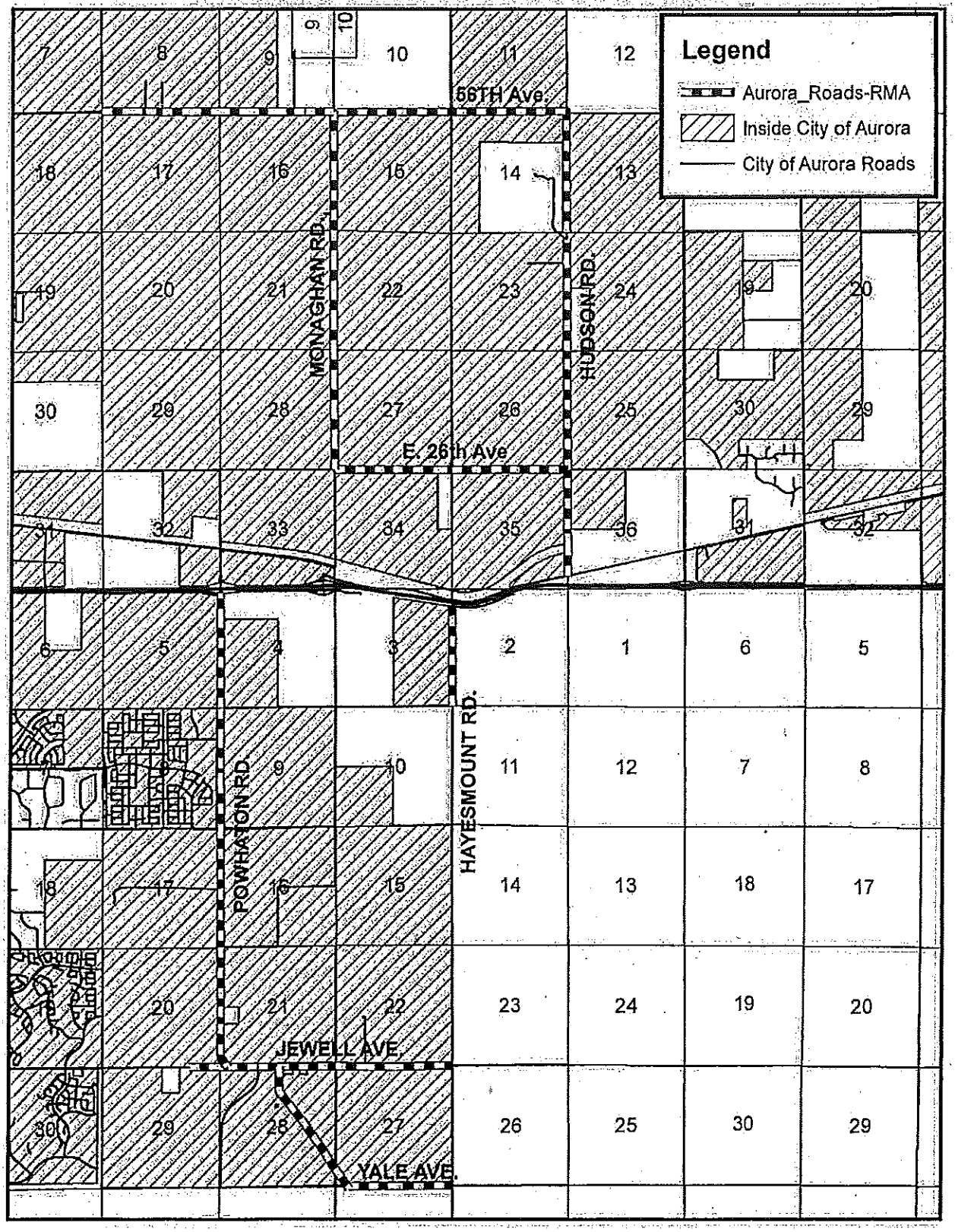
i. During the inspection, the engineer (or their agent) will assess the entire length of roads involved in the Haul Route area within the City of Aurora, making note of the types and severity of damage observed. Pavement distress observations will be classified in accordance with the methodology described the CDOT Manual as described above.

ii. Field observations will include documenting the type and general severity of pavement distress features. Significant distress features will also be catalogued, measured, and mapped using a hand-held GPS and digital camera.

Following drilling and completion of each well, a Post-Completion survey will be completed as follows:

3. Post-Completion Survey: Operator will perform a Post-Competition visual inspection of the Haul Route(s) subject to the Pre-Drill Survey. If following the Post-Completion Survey, it is determined by Operator or by the City that substantive impact has occurred, additional assessment may need to be performed to support design of roadway repairs or pavement surface rehabilitation. These assessments may include collection of additional pavement structure information and geotechnical data. Operator will discuss with the City the need, objectives, and methods used for further assessment, if warranted at such time.

Exhibit B
to that certain Road Maintenance Agreement Addressing
CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL & GAS COMPANY LP
Oil and Gas Wells Within the City of Aurora
dated December January 3, 2017 8 between the CITY OF AURORA, COLORADO ("City") and CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL & GAS COMPANY LP ("Operator")



1:78,000 **1 inch = 6,500 feet** N