

EXHIBIT 19
WATER DELIVERY AGREEMENT
RUSH NORTH

Agreement for Delivery of Reusable Raw Water

This Agreement ("Agreement") is entered into as of the Effective Date (as defined in Paragraph 20 below) by and between the CITY OF AURORA, COLORADO, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("City"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, and CONOCOPHILLIPS COMPANY, a Delaware corporation, whose address is 600 North Dairy Ashford, Houston, Texas 77079 ("Customer") (City and Customer may be referred to individually as a "Party," or together as the "Parties").

Witnesseth

WHEREAS, City owns and operates a municipal system that provides Reusable Raw Water, as hereinafter defined, to the inhabitants of the City and by contract to certain areas outside the City, that includes the reusable municipal return flows to the South Platte River; and,

WHEREAS, Customer has been issued state and local permits for operations within and outside of the City boundaries, and has use for a certain portion of Reusable Raw Water from the City system, and per City Ordinance 138.54 is required to use City sourced water for activity within the City's boundaries; and,

WHEREAS, City and Customer desire to enter into this Agreement whereby City will deliver agreed upon quantities of Reusable Raw Water to Customer; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, City and Customer hereby agree as follows:

Agreement

1. Term of Agreement.

(a) The term of this Agreement shall commence on September 1, 2017 (the "Commencement Date") and, unless sooner terminated by Customer upon a minimum of 6 months advance written notice to City, will continue until the last date for delivery of Reusable Raw Water on August 31, 2022 (the "Term").

(b) Customer may request that this Agreement be extended for one additional five-year period beyond August 31, 2022, which extension shall be subject to renegotiation of the terms and conditions of this Agreement including, without limitation, the delivery schedule, the Delivery Points and the unit rate, as each is more particularly described in Section 4 of this agreement. If Customer desires to extend the Term of this Agreement beyond August 31, 2022, Customer shall deliver written notice to City requesting an extension no less than 90 days prior to August 31, 2022. Upon request by customer for an extension the Parties shall begin negotiations regarding

the terms and conditions for the extended term. If the Customer fails to give notice as specified above or if the Parties fail to agree in writing on the terms and conditions for the extended term on or before July 30, 2022, this Agreement shall terminate on August 31, 2022 unless otherwise agreed by the Parties.

The Director of the Aurora Water department (the "Director") may approve an extension of this agreement with the same terms and conditions for an additional five-year period, if the City Water System has been operating within normal drought stage conditions for the prior term.

2. **Operational Intent.** Customer intends to store the Reusable Raw Water delivered under this Agreement in storage locations, whether within or outside City boundaries or a combination of locations, prior to usage.

Customer agrees to monitor and account for the Reusable Raw Water provided and stored under this Agreement and its use of Reusable Raw Water at the permitted pad site locations within the City boundaries. Customer agrees to use meters at pad sites within the City and accurately report the amount of Reusable Raw Water used to City quarterly. The delivery allocation of Reusable Raw Water to the Customer from the Delivery Points shall not be less than the amount of Reusable Raw Water used at the pad sites within the City.

3. **Delivery Points.** City will provide delivery access for the Reusable Raw Water from the Prairie Water Pipeline system ("PWP"), either at a pump station or at locations along the PWP that are mutually satisfactory to the Parties ("Delivery Points").

(a) It will be the responsibility of the City to design, engineer and construct the Delivery Point(s). The City may recover 110% of the cost of the Delivery Point(s) improvements as described in Section 5 of this agreement. The Delivery Point design must be reviewed and approved by Customer, within 30 days of being provided by City, to insure compatibility to its operations. The initial Delivery Point will be constructed near Powhaton and 6th Avenue.

(b) Additional Delivery Points may be requested and constructed in the future. If and when the Additional Delivery Points become necessary for Customer, Customer will provide the City with the desired location(s) of the Additional Delivery Point(s), and if the location is acceptable to the City, this agreement will be amended to reflect the Additional Delivery Point(s). If the location of the Customer's proposed Additional Delivery Point(s) is not acceptable to the City, then the City will provide alternate locations, not to exceed two (2) miles from the Customer's proposed location, and the parties will amend this Agreement to include such Alternate Delivery Point(s).

4. **Amounts and Delivery Schedule.**

(a) At least twice a year during the Term, on or about October 31 and April 1, beginning with deliveries to occur in 2018, the Parties will meet to estimate the annual amounts and timing of Reusable Raw Water to be delivered by City to the Delivery Points.

(b) Customer represents that it will need deliveries of Reusable Raw Water between 24 acre-feet and 65 acre-feet for each operational event and there will be 1 or 2 operational events in 2017, approximately 10 to 25 events in 2018, and up to 30 events in 2019 (see Exhibit A). There is contingency built into these numbers as there will be water needs for pipeline hydrotests, pad construction, and other general drilling activity.

(c) The number of operational events in future years is currently unknown and these ranges may be adjusted at the annual meeting between parties based on water use availability and Customer needs for the upcoming year.

(d) At the periodic meetings to be held in accordance with Section 4(a), the City's agreement to provide volumes of Reusable Raw Water for Customer's operations each year, available at the beginning of the year, will be memorialized in Exhibit A, and approved by the Director, subject to any force majeure event as defined in paragraph 7.

(e) Customer acknowledges that City has developed a Water Management Plan, a copy of which has been provided to Customer, and that City's obligations to deliver Reusable Raw Water under this Agreement may be subject to certain conditions and limitations as set forth in the City's Water Management Plan, together with the policies and ordinances of the City adopted pursuant thereto. The foregoing notwithstanding, in the event the City determines, in accordance with the terms and provisions of the Water Management Plan, that any curtailment or limitation of its obligation to deliver Reusable Raw Water under this Agreement is required ("Curtailment"), such Curtailment will be subject to the same limitations and conditions as are applied to other industrial water customers within the City. City will provide Customer with a minimum advance notice of 6 months for any impending Curtailment to allow Customer the opportunity to identify other sources of water for its operations. If Curtailment is enacted by the City, Customer may utilize other water sources from outside the City limits for its operations. The Parties acknowledge that this Agreement contemplates furnishing Reusable Raw Water outside the City boundaries. When City invokes Reusable Raw Water use restrictions within the City in accordance with this Paragraph, the Director may reduce the volume of available Reusable Raw Water to the Customer by the same percentage as applicable to use within the City.

5. Consideration.

(a) City will design and construct the Delivery Points at locations to be agreed upon by Customer and City. Upon completion of construction, City will provide Customer with documentation sufficient to verify the actual out of pocket costs, exclusive of overhead and staff time, incurred by City to construct the Delivery Points ("Delivery Point Costs"), which amount, as adjusted in accordance with the following subparagraph (b), will be used to determine the price payable per acre foot of Reusable Raw Water pursuant to this paragraph. The Delivery Point Costs will be reimbursed to City through an increased cost for Reusable Raw Water paid by Customer. Customer will initially pay to City a unit rate of \$2,700 per acre-foot of Reusable Raw Water delivered under this Agreement, of which \$500 per each acre-foot of Reusable Raw Water used inside the City limits, and \$300 per each acre-foot of Reusable Raw Water delivered outside of the

City limits, is for reimbursement to City of the Delivery Point Costs. Once the Delivery Point Costs have been fully paid by Customer to City, the unit rate will decrease to \$2,200 per acre-foot for Reusable Raw Water used inside the City limits and \$2,400 per acre-foot for Reusable Raw Water used outside the City limits. The \$2,200 and \$2,400 unit rate shall automatically increase as of the first day of January for each year during the Term, beginning on January 1, 2018, at the higher of the overall recommended "Utility Sales Revenue Increase" for water to be implemented during such year as set forth in a rate study to undertaken by City from time to time, or the rate of 1%, compounded annually.

(b) The Delivery Point Cost amount, as used in the foregoing paragraph, will be 110% of the City's verified costs for design, engineering and construction of the Delivery Points, to reimburse City for its overhead and soft costs related to the design and construction of each Delivery Point, such as meetings, agreement development, purchasing, inspections and similar costs. If, in the future, additional Delivery Points are requested, the same manner of calculation and repayment of costs will be applied to calculate the Delivery Point construction costs.

(c) Within 60 days following the Commencement Date the City will provide Customer the design and a proposed budget of the estimated Delivery Point Construction costs for Customer's review and approval. Customer will need to respond to City within 30 days of this information being provided. The Delivery Point will include details on the City's metering system.

(d) In the event that Customer ceases operations requiring use of Reusable Raw Water under this Agreement and terminates this Agreement prior to the end of the then current Term in accordance with Section 1(a), above, Customer will be liable to City for the remaining balance of any unreimbursed Delivery Point Costs. All such amounts shall be paid to City by Customer within 30 days of the effective date of such early termination.

6. **Customer Transmission Responsibility.** Customer shall assume responsibility for the transmission or transportation of Reusable Raw Water from the Delivery Point to Customer's storage locations and all other operational locations.

Nothing in this Agreement prevents Customer from storing the Reusable Raw Water outside of the geographic boundaries of the City, comingling it with water other than Reusable Raw Water, or re-introducing the stored or comingled water back within the geographic boundaries of the City for the purposes contemplated by the Agreement.

7. **Source and Quality of Water.** The Reusable Raw Water to be provided by City under this Agreement shall, at City's discretion, consist of City's reusable municipal return flows to the South Platte River and any other legal source of Reusable Raw Water available to City ("Reusable Raw Water"). Under no circumstances shall this Agreement be interpreted to mean that City must supply potable water should the sources set forth in this paragraph be unavailable. City does not warrant or guaranty any Reusable Raw Water quality standards with respect to the Reusable Raw Water to be delivered as provided for under this Agreement and Customer hereby waives any such warranty or guaranty. City acknowledges that Customer may not use Reusable Raw Water if its quality does not satisfy the requirement listed in Exhibit B. Customer has the right to sample the

Reusable Raw Water at the Deliver point to test for quality. If the quality does not meet the requirements in Exhibit B, City shall allow Customer to use water from outside the City and deduct the amount to be purchased from the City as defined in Section 2.

8. **Payment for Reusable Raw Water Delivered before City Installs Meter, during Curtailment or Force Majeure Events.** Customer will measure and account for any Reusable Raw Water delivered to Customer's pad sites within the City limits by parties other than City before the Delivery Point is completed, or at any time that the City is unable to meet Customer's water supply needs due to the occurrence of a Force Majeure event or for any other reason, including any Curtailment, and notify City of the volumes taken. City will bill Customer for this delivery of Reusable Raw Water in accordance with the provisions of Section 5 of this Agreement, and with no further charge to Customer will provide an equal amount of Reusable Raw Water to a storage location designated by the Customer at a time when it is mutually convenient to the Parties, not to exceed 12 months from operational event. If City is not able to deliver Reusable Raw Water within 12 months after an operational event, Customer is not obligated to pay for the amount of water, and any advance payment to City shall be credited to Customer.

9. **Payment Terms.** City shall bill the Customer quarterly for any Reusable Raw Water delivered under this Agreement during the preceding quarter, based on meter readings to be taken by City at the Delivery Point. Each quarterly invoice shall establish the actual volume of Reusable Raw Water delivered inside and outside City. The Customer shall pay all such invoices within thirty days of receipt and all late payments shall bear interest at an annual rate of 12%. Customer shall make a timely payment within thirty days of receipt an invoice from City. City's failure to invoice Customer shall not excuse Customer's obligation to make payment under this Agreement, provided, however, that no interest shall accrue on any late payments until 30 days have passed after Customer's receipt of City's invoice.

10. **Non-Assignability and No Subleases.** The Parties may not assign their rights or delegate their duties without the prior written consent of the other. Customer may not sublease to another entity the Reusable Raw Water.

11. **No Rights Conferred.** It is understood and agreed to by the Parties that this Agreement shall confer no rights in such Reusable Raw Water upon Customer, other than as specifically provided for herein, nor shall any future needs of Customer for Reusable Raw Water following termination of this Agreement enable customer to make claim against City for any of City's Reusable Raw Water, other Reusable Raw Water or Reusable Raw Water rights, except as set forth herein. Customer further acknowledges that its rights under this Agreement are subject to the statutory prohibition against vesting of a continued right to use the Reusable Raw Water and that this agreement is subject to the limitations set forth in C.R.S. § 31-35-201.

12. **No Opposition to City Water Court Matters.** The parties agree to negotiate in good faith the stipulated resolution of any pending or future water right and administrative or judicial proceeding that may be necessary for Aurora to meet its delivery obligation of this Agreement.

13. **Hydrologic Conditions.** The Parties hereto acknowledge that hydrologic and other conditions may exist wherein Customer may not need all or a portion of the Reusable Raw Water

flow available to it under this Agreement. City may contact Customer, not more frequently than once per day, to determine if any of the Reusable Raw Water leased hereunder will not be needed. Notwithstanding the notice provisions of Section 19(g), City may contact Customer by telephone, e-mail or other mutually agreeable means to determine Customer's continuing demand for any of the Reusable Raw Water leased hereunder.

14. **Entire Agreement of the Parties.** This Agreement represents the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Agreement. The recitals and exhibits to this Agreement are incorporated herein.

15. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto, except to the extent specifically provided for herein. Amendments to this Agreement shall only be effective if entered into with the same formality as this Agreement.

16. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

17. **Failure to Perform Due to Force Majeure.**

(a) Subject to the terms and conditions in this Paragraph, no Party to this Agreement shall 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: (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; (ii) 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 (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition.

(b) As used herein, *force majeure* shall mean 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 A) changes in state or federal law or administrative practice concerning Water rights administration, Water quality or stream flow requirements, B) 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, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war,

I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) other extreme weather conditions, O) blockages, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal (other than City of Aurora), 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, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises.

(c) In the event a *force majeure* event or condition prevents City from delivering all or part of the agreed upon amounts of Reusable Raw Water to Customer, City shall refund all advance payments made for that Reusable Raw Water not delivered within sixty days of the conclusion of the *force majeure* event or the cancellation of the Agreement pursuant to the remaining provisions of this Paragraph; and the Customer shall be entitled to utilize water resources from outside the City limits for its operations to the extent that City is unable to deliver Reusable Raw Water. In no event will any delay or failure of performance caused by any conditions or events of *force majeure* extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an uninterrupted period of more than 120 days from its occurrence or inception as noticed pursuant to this Paragraph, the Party not claiming *force majeure* may, at any time following the end of such 120 day period, terminate this Agreement upon written notice to the Party claiming *force majeure*, without further obligation except as to costs and balances incurred prior to the effective date of such termination.

18. **Sole Obligation of Utility Enterprise.**

(a) This Agreement shall never constitute a general obligation or other indebtedness of the City (the "City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

(b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Customer shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water system and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

19. **Miscellaneous.**

(a) Intent of Agreement. This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed

to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of City, Customer, or any other entity not a party hereto.

(b) Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

(c) Waiver of Breach. Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

(d) Multiple Originals. This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement. Facsimile signatures shall be accepted as originals.

(e) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

(f) Notice. All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To City: City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
Attn: Director, Aurora Water

With copy to City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
Attn: City Attorney

To Customer: ConocoPhillips Co.
600 N. Dairy Ashford
Houston, Texas, 77079
Attn: RBU Land Manager

With copy to ConocoPhillips Company
34501 E. Quincey Ave. Bldg. #1
Watkins, CO 80137
Attn: Niobrara Surface Land Supervisor

(g) **Governing Law and Venue.** This Agreement and its application shall be construed in accordance with the law of the State of Colorado. 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.

(h) **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.

(i) **No Construction Against Drafter.** This Agreement was drafted by City with review and comment from the attorney for Customer. Accordingly, the Parties agree the legal doctrine of construction against drafter will not be applied should any dispute arise concerning this Agreement.

20. **Effective Date.** The "Effective Date" of this Agreement shall be the date on which the last party has executed this Agreement.

21. **General Indemnity.** Customer shall indemnify, defend and hold harmless City from and against all third party claims to the extent relating to Customer's operations under this Agreement, not including claims or damages caused by the negligence, willful misconduct, or malicious acts or omissions of City, its agents representatives or contractors.

22. **No Operating Obligation.** Nothing in this Agreement shall be deemed or constructed as creating any obligation on City to operate its facilities in any particular manner so long as City complies with the express terms of this Agreement.

23. **Subordination Clause.** In the event of a force majeure event or condition as described in Paragraph 17, until the event is resolved this Agreement shall be made expressly subordinate to any present use of Reusable Raw Water supply for municipal purposes within the service territory of City, or to meet contracted Reusable Raw Water delivery obligations of City entered into prior to the Effective Date of this Agreement. The foregoing notwithstanding, during the Term, City shall not enter into subsequent leases or agreements for the delivery of Reusable Raw Water that may be reasonably expected to limit or impair City's ability to deliver Reusable Raw Water to Customer under normal conditions of the Water Management Plan in the volumes contemplated by this Agreement.

24. **Cooperation under Force Majeure.** Should there be evidence of force majeure that may affect, or has affected the ability of any Party to meet their obligations under this Agreement, the Parties agree to meet and negotiate in good faith any modifications to this Agreement to ensure a reasonable and coordinated response to such force majeure with the goal of forestalling a force majeure event.

25. **Remedies for Customer's Monetary Default.**

(a) Suspension of Deliveries. If Customer does not timely satisfy any of its payment obligations under this Agreement, City may give Customer a notice of default. If Customer does not cure the default by making full payment within seven business days from receipt of the default notice, City may in addition to pursuing any other remedies available to them at law or in equity may suspend deliveries to Customer.

(b) Termination of Agreement. If Customer fails to cure the default within 180 days from receipt of the default notice described above, then City may, in addition to pursuing any other remedies available to them at law or in equity, terminate this Agreement.

26. **Recourse for City's Delivery Default.** If City fails to deliver Reusable Raw Water in the volumes and within the timing provided herein, the parties acknowledge that the Customer's operations and commercial interests will be irreparably harmed. Therefore, in the event of insufficient or untimely delivery of Reusable Raw Water, Customer may supplement its water needs through whatever other sources are available, including sources from outside the City limits. City acknowledges that in the event the City is unable to provide water to Customer for any reason, Customer's use of water supplies obtained from outside the City limits will not constitute the use or development of an independent water system, as contemplated by the Aurora Municipal Code.

27. **Termination for Nonperformance.** Customer may terminate this Agreement by notice to City if City fails to make deliveries of Reusable Raw Water to Customer, or fails to perform or fulfill any material obligation under this Agreement within thirty (30) days of Notice from Customer.

28. **Limitation in Damages.** Neither Party shall be entitled to recover any special, consequential or punitive damages for the other Party's breach of this Agreement.

Signatures on Following Pages

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

George K. Noe
George K. Noe, City Manager

9-18-17
Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney
Christine McKenney, Sr. Assistant City Attorney

8.7.17
Date

17035760
ACS #

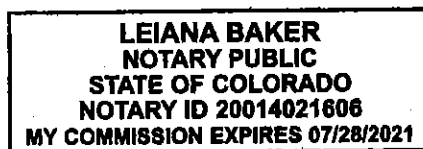
STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18 day of September, 2017,
by George K. Noe, City Manager, acting on behalf of the Utility Enterprise of the City of
Aurora, Colorado.

Witness my hand and official seal. Leiana Baker
Notary Public

My commission expires: 7-28-21

(SEAL)



CONOCOPHILLIPS COMPANY
a Delaware Corporation

By: *JD Adkins*

Print Name: *JD ADKINS*

Title: *Attorney-in-Fact*

Sept. 26, 2017

Date

STATE OF Texas)

COUNTY OF Harris)

The foregoing instrument as acknowledged before me this 20th day of August, 2017, ^{September 4th}
by JD Adkins as Attorney-in-Fact ConocoPhillips Company.

Witness my hand and official seal.

Tiffany Manen
Notary Public

My Commission expires: 10-27-17

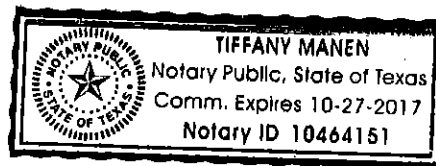


EXHIBIT A – Water Amount

| Year | Customer Estimated volume per event | Customer Estimated # of Event per year | Total Customer estimate volume per Year | Amount Provides | City |
|------|---|--|---|--------------------|------|
| 2017 | 24 to 65 acre-feet | 1-2 | 65-130 acre-feet | | |
| 2018 | 24- 65 acre-feet | 10-25 | 500 – 1,300 acre-feet | | |
| 2019 | 24-65 acre-feet | 10-30 | 500 – 1,500 acre-feet | | |
| 2020 | | | | | |

EXHIBIT B – Water Quality

**Table 1—Water Quality
Limits for Fracturing Fluids**

| Parameter | Limit |
|-----------------------------|-----------------------|
| Bacteria | $<10^5/\text{mL}$ |
| pH | 6 to 8 |
| Temperature | 40 to 100°F |
| Bicarbonates and Carbonates | $< 300 \text{ ppm}$ |
| Hardness | $< 2,000 \text{ ppm}$ |
| Iron | $< 10 \text{ ppm}$ |
| Phosphates | $< 5 \text{ ppm}$ |
| Reducing Agents | 0 ppm |
| Sulfates | $< 1,000 \text{ ppm}$ |
| Specific Gravity | < 1.038 |
| Solids | TDS $< 50,000$ |

9/27/17

Water Use Agreement
Received by
Gloria Vigil
for Angela & Kelly