

## **SURFACE USE AND COMPENSATION AGREEMENT**

This Surface Use and Compensation Agreement ("**Agreement**") is made and entered into effective as of the 30<sup>th</sup> day of January, 2018 ("**Effective Date**"), by and between Western Transport, LLC ("**Western**"), Colorado Maverick Company, LLC ("**CMC**"), and Tree Top LP ("**TT**"), whose addresses are set below their signature below (collectively, "**Grantor**"), and Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, with an address of Attn: Manager, Real Property Administration, PO Box 7500, Bartlesville, OK 74004-7500 ("**Grantee**"). Grantor and Grantee are collectively referred to as the "**Parties**."

### **RECITALS**

- A.** Grantor owns the surface estate or otherwise controls the surface rights in and to property as specifically described and depicted on Exhibit A, attached hereto and made a part hereof ("Property").
- B.** CMC, TT, and Ecarg Resources, LLC (an affiliate of Western, "Ecarg"), own certain mineral rights on the Property.
- C.** Grantee owns or operates oil and gas leases and rights and may become holder of other oil and gas leases and rights ("**Leases**") underlying some or part of the Property and desires to enter on the Property for the purposes of conducting oil and gas operations under or related to the Leases ("**Operations**").
- D.** In addition to the rights granted in the Leases, Grantee desires to obtain the right to use the Property for the purpose of access to and from the Leases and right(s)-of-way related to Grantee's Operations.
- E.** Grantor and Grantee desire to stipulate and agree on the rights to be granted by Grantor to Grantee and the consideration and compensation to be paid for or in connection with such rights.
- F.** On or about November 18, 2016, Grantor signed into a Surface Use Agreement ("Bison SUA") and Oil and Gas Leases ("OGL") with Bison Oil & Gas, LLC ("Bison") covering all surface and minerals, respectively, owned by Grantor in 3S-64W, and 3S-65W, Adams County, Colorado. Most of the lands described in the above referenced agreements are currently subject to a pending lawsuit and Lis Pendens in Adams County, Colorado district court, and Grantor is challenging the validity of the Bison SUA and OGL.
- G.** Grantor and Grantee enter into this Agreement acknowledging that most of the Property described above is common to both the Bison SUA signed by Grantor to Bison, and this Agreement.
- H.** Grantor agrees to assist Grantee, at no cost to Grantor, in attaining local and state permits required for constructing well sites and drilling wells on the Property.
- I.** It is the intent of the Parties that, in the event of any conflict or inconsistency related to Grantee's use and occupation of the surface of the Property between or among any provisions in this Agreement and any other agreement between the Parties, the terms and provisions of this Agreement shall supersede, govern and control.

### **AGREEMENT**

For and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

#### **1. Surface Access Rights.**

- A. Right-of-Way.** Grantor grants to Grantee and its agents, employees, and others authorized by them an exclusive easement and right-of-way upon and across the Property to conduct its Operations, including without limitation, the rights to (a) locate, drill, complete, operate, and maintain wells and well pads and associated production equipment on the Property; (b) to construct, operate and maintain access roads, (c) to lay, construct, operate, inspect, maintain, repair, replace with same or different size pipe, remove, or abandon in place pipeline(s), compressor(s) power line(s) and/or communication line(s), and other Facilities related to the Operations ("Right-of-Way"). Such Right-of-Way also includes the Ancillary Rights described in Paragraph 9, and the

its receipt of Grantor's written request, properly execute and deliver to Grantor a release or quitclaim, as appropriate, of all such rights in recordable form reasonably satisfactory to Grantor.

**9. Ancillary Rights.** In addition to the other rights granted herein, Grantee shall have (and Grantor hereby conveys to Grantee) a right-of-way and easement to use the surface and any subsurface interests owned by Grantor in connection with the Property (e.g., minerals, pore spaces, dirt, rock, *etc.*) to drill, complete, produce, deepen, rework, drill additional laterals or wells, frac, re-frac and recomplete vertical wells, directional and/or horizontal wells (collectively referred to as "Wells") under and through the Property to reach lands not covered by this Agreement and which Wells have bottom hole locations (if vertical wells) or horizontal drainhole locations (if horizontal wells) on lands not covered by this Agreement. Grantee shall have no right under this Agreement to warehouse or store gas or any other substances outside the Drill Site (whether produced from the Property or not) in the subsurface of the Property.

**10. Reclamation.**

**A.** As to all disturbed areas affected by Grantee's Operations, that are no longer needed or used for construction or operation of any facilities, or upon termination of this Agreement, whichever is earlier, Grantee shall commence operations and continue in a diligent manner to fully reclaim and re-seed areas to a condition as similar as is practicable to that existing prior to the commencement of Grantee's activities, or in accordance with any then applicable federal, state or local laws and regulations, and in accordance with these provisions.

**B.** Grantee shall consult with Grantor regarding seed mix to be used for reseedling.

**C.** Grantee shall notify Grantor prior to final reclamation operations on the Property, including plugging and abandonment, and shall comply with any federal, state or local notification rules, regulations or requirements. Grantee shall use its reasonable efforts to consult in good faith with Grantor regarding all aspects of final reclamation, including but not limited to timing of such operations, topsoil protection and reclamation of the Property.

**11. Designated Contact Person.** Grantor and Grantee designate the following as their primary contact person for discussions, consultation and/or notification purposes:

**GRANTOR:**

Western Transport LLC,  
Attn: Steven Marshall  
625 E. Main Street  
Suite 102B-303  
Aspen, CO 81611-1935  
Phone: 858-752-2582

Tree Top LP and  
Colorado Maverick Company  
Attn: Ed Longcope  
133 W. San Antonio Street  
Suite 300  
San Marcos, TX 78666  
Phone: 512-872-5323

**GRANTEE:**

Burlington Resources Oil & Gas Company LP  
Real Property Administration  
PO Box 7500  
Bartlesville, OK 75005-7500

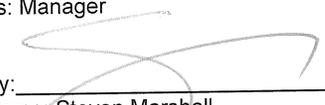
And to:  
ConocoPhillips Company  
Attn: Surface Land  
34501 E. Quincy Ave, Building #1  
Watkins, CO 80137  
Phone: 303-268-3711  
Fax: 303-268-3730

**EXECUTED** as of the date of acknowledgement, but this Agreement is effective as of the Effective Date.

**GRANTOR:**

**WESTERN TRANSPORT, LLC**, a  
Delaware limited liability company

By: Western Land Company, LLC, a  
Delaware limited liability company  
Its: Manager

By:   
Name: Steven Marshall  
Title: Manager  
Date: 1/30/18

**GRANTEE:**

**Burlington Resources Oil & Gas  
Company LP**

By: BROG GP LLC, its sole general partner

By:   
Printed Name: J.D. Adkins  
Title: Attorney-in-Fact  
Date: Feb 1, 2018

Address:

625 East Main Street,  
Suite 102B-303  
Aspen, CO 81611

*signatures continued on next page*

**EXECUTED** as of the date of acknowledgement, but this Agreement is effective as of the Effective Date.

**GRANTOR:**

**WESTERN TRANSPORT, LLC**, a  
Delaware limited liability company

By: Western Land Company, LLC, a  
Delaware limited liability company  
Its: Manager

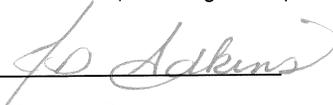
By: \_\_\_\_\_  
Name: Steven Marshall  
Title: Manager

Date: \_\_\_\_\_

**GRANTEE:**

**Burlington Resources Oil & Gas  
Company LP**

By: BROG GP LLC, its sole general partner

By: 

Printed Name: J.D. Adkins

Title: Attorney-in-Fact

Date: Jan 30, 2018

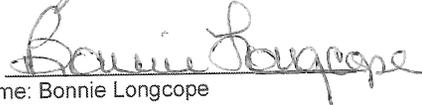
Address:

625 East Main Street,  
Suite 102B-303  
Aspen, CO 81611

*signatures continued on next page*

**COLORADO MAVERICK COMPANY,  
LLC**, a Texas limited liability company

By:   
Name: Ed Longcope  
Its: Member

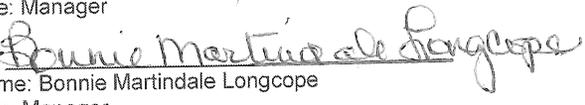
By:   
Name: Bonnie Longcope  
Its: Member  
Date: 1/30/18

Address:  
133 W. San Antonio Street  
Suite 300  
San Marcos, TX 78666

**TREE TOP LP**, a Texas limited partnership

By: North Fork LLC, a Texas limited liability  
Its: General Partner

By:   
Name: Edmund McLeod Longcope III  
Title: Manager

By:   
Name: Bonnie Martindale Longcope  
Title: Manager  
Date: 1/30/18

Address:  
133 W. San Antonio Street  
Suite 300  
San Marcos, TX 78666

ACKNOWLEDGMENTS

State of Colorado}

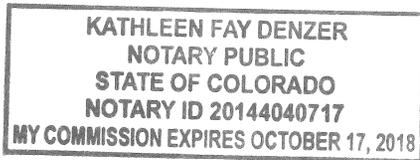
County of Arapahoe

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Steven Marshall, whose name as manager of Western Land Company, LLC, a Delaware limited liability company, as manager of **WESTERN TRANSPORT, LLC**, a Delaware limited liability company, is signed to the foregoing Surface Use 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.

Given under my hand and official seal, this the 30<sup>th</sup> day of January, 2018.

Kathleen F Denzer  
Notary Public

My Commission Expires 10-17-2018



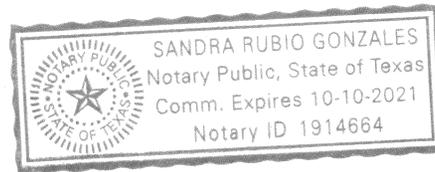
State of Texas        }  
                                  }  
County of Hays        }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ed Longcope, whose name as member of **COLORADO MAVERICK COMPANY, LLC**, a Texas limited liability company is signed to the foregoing Surface Use 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.

Given under my hand and official seal, this the 30 day of January, 2018.

Sandra Rubio Gonzales  
Notary Public

My Commission Expires 10/10/21



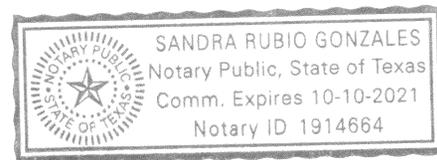
State of Texas        }  
                                  }  
County of Hays        }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bonnie Longcope, whose name as member of **COLORADO MAVERICK COMPANY, LLC**, a Texas limited liability company is signed to the foregoing Surface Use 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.

Given under my hand and official seal, this the 30 day of January, 2018.

Sandra Rubio Gonzales  
Notary Public

My Commission Expires 10/10/21



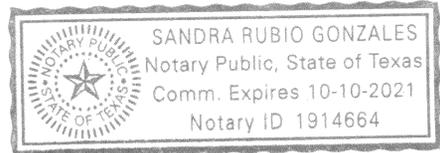
State of Texas        }  
                                  }  
County of Hays        }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edmund McLeod Longcope III, whose name as manager of **NORTH FORK LLC**, a Texas limited liability company, General Partner of **TREE TOP LP**, a Texas limited partnership, is signed to the foregoing Surface Use 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.

Given under my hand and official seal, this the 30 day of January, 2018.

Sandra Rubio Gonzales  
Notary Public

My Commission Expires 10/10/21



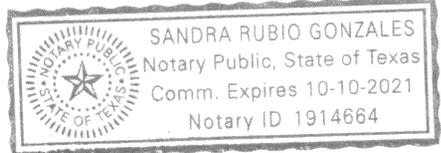
State of Texas        }  
                                  }  
County of Hays        }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bonnie Martindale Longcope, whose name as manager of **NORTH FORK LLC**, a Texas limited liability company, General Partner of **TREE TOP LP**, a Texas limited partnership, is signed to the foregoing Surface Use Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, as authorized agent and with full authority, executed the same voluntarily and as the act of said Limited Liability Company.

Given under my hand and official seal, this the 30 day of January, 2018.

Sandra Rubio Gonzales  
Notary Public

My Commission Expires 10/10/21



State of Texas }  
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 Surface Use and Compensation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, 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 30 day of January, 2018.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 3.19.2021

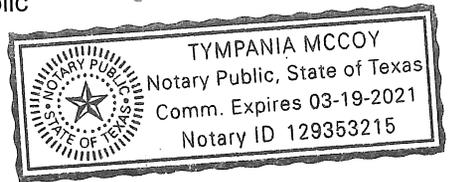


Exhibit A

Attached to and made a part of that certain  
Surface Use and Compensation Agreement  
dated January 30, 2018  
by and between  
Western Transport LLC, Tree Top LP, and  
Colorado Maverick Company, LLC and  
Burlington Resources Oil & Gas Company LP

Property

Township 3 South Range 64 West, Adams County, CO, 6<sup>th</sup> P.M.

Section 29: E/2E/2  
Section 30: SW/4NE/4, NW/4SE/4  
Section 33: ALL, less RR ROW

Exhibit B

Attached to and made a part of that certain  
Surface Use and Compensation Agreement  
dated January 30, 2018

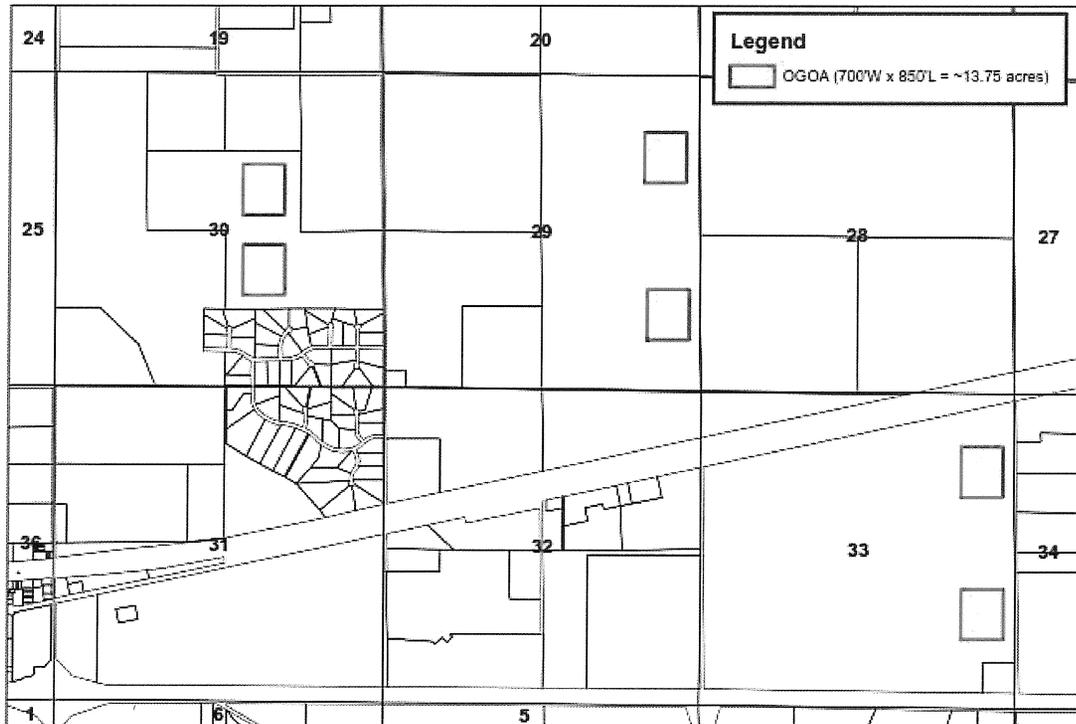
by and between

Western Transport LLC, Tree Top LP, and  
Colorado Maverick Company, LLC

and

Burlington Resources Oil & Gas Company LP

**Exhibit B**  
**Sec. 29, 30, & 33, 3S-64W**



This drawing is based on preliminary data, to be verified by survey prior to construction.

