

When Recorded Please Return To:  
EE3 LLC  
P. O. Box 19587  
Boulder, Colorado 80308  
Attn: Doug Sandridge

## ***MEMORANDUM OF AGREEMENT***

This MEMORANDUM OF AGREEMENT (this "Memorandum") is to impart notice to all persons of that certain **Agreement for Right of Way, Pipeline Easement and Surface Access dated December 20, 2007**, by and between **Evans Cattle Co., LLC**, 3605 Jackson County Road 26, Coalmont, Colorado 80430, as Surface Owner, and **EOG Resources, Inc.**, as Operator (the "Agreement"). The Agreement was amended April 9, 2008, June 16, 2008 and October 16, 2008 by EOG Resources, Inc., Evans Cattle Co., LLC, Blaine L. Evans, Individually and Judy L. Evans, Individually.

**EE3 LLC**, P. O. Box 19587, Boulder, Colorado 80308, has acquired all of EOG's interest in the Agreement, as amended, as successor Operator effective November 1, 2012. The interests of Evans Cattle Co., LLC and Judy L. Evans, Individually have been conveyed to Evans Land Co. LLC, hereinafter referred to Surface Owner.

Surface Owner does hereby RATIFY & CONFIRM the Agreement, as amended and does hereby GRANT, LEASE and LET, **subject to the terms and conditions set forth in said Agreement as amended**, unto Operator and Operator's successors and assigns, the surface of the lands described on Exhibit "A" attached hereto and made a part hereof, located in Jackson County, Colorado (the "Said Land"), for the purpose of drilling and completing crude oil and natural gas wells, constructing roads, pipelines, power lines, production facilities and other appurtenances to store, process, transport and market crude oil, natural gas and associated products on, under and upon the surface of the Said Land.

Any party in interest may examine the full terms of the Agreement and the amendments thereto by contacting Operator at the address hereinabove. This Memorandum, the Agreement, the amendments and all rights and covenants in connection therewith shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

This Memorandum may be executed in multiple counterparts, each of which shall constitute an original and all of which, when construed together, shall constitute one and the same instrument.

Dated this 7<sup>th</sup> day of May, 2014, but effective for all purposes as of December 20, 2007.

SURFACE OWNER

**EVANS LAND CO., LLC**

Blaine L. Evans  
Blaine L. Evans, Individually and as  
Manager of Evans Land Co., LLC

Judy L. Evans  
Judy L. Evans, Individually and as  
Manager of Evans Land Co., LLC

OPERATOR

**EE3 LLC**

Richard F. McClure *RFM*  
Richard F. McClure, President

STATE OF COLORADO        §  
   §  
COUNTY OF BOULDER     §

This instrument was acknowledged before me on the 12<sup>th</sup> day of May, 2014 by EE3 LLC, a Colorado limited liability company, by Richard F. McClure, President.

Commission Expires:  
6-04-2016



Chelsea Lloyd  
Notary Public in and for the State of Colorado

Printed Name: Chelsea Lloyd

STATE OF COLORADO       §  
  §  
COUNTY OF JACKSON       §

This instrument was acknowledged before me on the 7<sup>th</sup> day of May, 2014 by Blaine L. Evans, Individually and as Manager of Evans Land Co., LLC.

Commission Expires:  
5/10/2016

Amanda L. Hanson  
Notary Public in and for the State of Colorado

Printed Name: Amanda L. Hanson



My Commission Expires 05/10/2016

STATE OF COLORADO       §  
  §  
COUNTY OF JACKSON       §

This instrument was acknowledged before me on the 7<sup>th</sup> day of May, 2014 by Judy L. Evans, Individually and as Manager of Evans Land Co., LLC.

Commission Expires:  
5/10/2016

Amanda L. Hanson  
Notary Public in and for the State of Colorado

Printed Name: Amanda L. Hanson



My Commission Expires 05/10/2016

## **EXHIBIT A**

Attached to and made a part of that certain Memorandum of Agreement effective December 20, 2007 by and between Evans Land Co., LLC and EE3 LLC, as successor to EOG Resources, Inc.

### ***DESCRIPTION OF LANDS COVERED BY THE AGREEMENT Jackson County, State of Colorado***

Township 7 North, Range 79 West, 6th P.M.

Section 19: Lots 2, 3, 4, SENW, SWNE, NESW

Section 20: SWSW

Section 30: Lot 1

Township 7 North, Range 80 West, 6th P.M.

Section 17: S2

Section 18: S2 Lot 1, S2 Lot 2, S2NW, Lots 3 & 4, E2SW & E2 less and except that certain tract in the E2 described in that certain Warranty Deed dated October 15, 1956, recorded in Book 63, Page 493 containing 6.80 acres, more or less; and less and except that certain tract in the NENE described in that certain Warranty Deed dated March 18, 1898 recorded in Book A3, Page 94 of the County Clerk's Office, Jackson County, Colorado

Section 19: E2

Section 20: All

Section 21: N2, N2S2, S2SW

Section 22: W2NW

Section 24: E2, E2SW

Section 25: N2NE

Section 29: N2N2, SWNW, NWSW

Section 30: E2

Township 7 North, Range 81 West, 6th P.M.

Section 13: That portion of the N2 lying south of Jackson County Road 24



*If to Surface Owner:*

**Evans Land Co. LLC**  
c/o Blaine L. Evans  
3605 Jackson County Road 26  
Coalmont, Colorado 80430

*If to Operator:*

**EE3 LLC**  
4410 Arapahoe Ave.  
Suite 100  
Boulder, CO 80303

3. **COGCC Surface Use Requirements.**

(a) Surface Owner acknowledges and agrees that Operator has consulted in good faith with Surface Owner as to its proposed Operations, in accordance with COGCC requirements, or hereby waives such requirements. Surface Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement/Amendment, including, but not limited to, setbacks for high density areas and surface lot lines.

(b) Operator will provide Surface Owner with the COGCC Form 2A ("Oil and Gas Location Assessment") for the well(s) when submitted to the COGCC, and Operator undertakes to ensure that said Form 2A accurately reflects the provisions of this Agreement/Amendment.

(c) Surface Owner agrees not to object to said Form 2A, so long as it is consistent with this Agreement/Amendment, and hereby waives any right granted by COGCC rule to comment on said Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 (Application for Permit to Drill).

(d) Surface Owner shall not oppose Operator in any agency or governmental proceedings, including but not limited to the COGCC or local government with jurisdiction over the Subject Tract, related to Operator's operations on the Subject Tract, including but not limited to permitting, formation of drilling units, well spacing, drilling, workovers, well deepening and recompletions, provided that Operator's position in such proceedings is consistent with this Agreement/Amendment.

4. **Construction.** In construing this Agreement/Amendment, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement/Amendment than any other party.