

SURFACE WELL SITE LOCATION, SUBSURFACE, ROADWAY, AND PIPELINE EASEMENT AGREEMENT

STATE OF Colorado §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY La Plata §

That **Marcia Merry Morales**, as **Trustee of the Marcia Merry Morales Revocable Trust Agreement UTA Dated September 3, 1997, Andrea Paul-Etta Morales, Marcia Paloma Morales and Elisa Berenice Morales**, whose address is 5182 County Road 523, Bayfield, Colorado 81122, for themselves and their trustees, beneficiaries, successors and assigns as applicable (collectively "Grantor"), for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, conveyed, sold, and warranted, and do hereby grant, convey, sell, and warrant unto **Catamount Energy Partners, LLC**, the address of which is 1801 Broadway, Suite 1000 Denver, Colorado 80202 and its affiliates, successors, and assigns (collectively "Grantee") the following easements (the "Easements") in, upon, across, through, over, and under the lands as described herein located in La Plata County, Colorado (the "Lands"), and said Easements are more fully described as follows:

- **Surface Location:** An exclusive right-of-way and easement to utilize a maximum of **Two and one half (2.5) acres** in the SW/4NW/4 of Section 16 and Lot 2 of Section 6U, Township 34 North, Range 6 West, N.M.P.M., as indicated in Exhibit "A," attached hereto and being made a part hereof, to survey, construct, use, operate, maintain, and/or repair a location for an oil and gas well site on which two horizontal gas wells will be completed, which may include all equipment reasonably necessary for constructing, drilling, completing, equipping, operating, repairing, and plugging said well(s). After the initial drilling and completion operations are concluded, the permanent operations area will be reclaimed back to approximately **One and one half (1.5) acres** ("Well Pad").
- **Subsurface Pass Through Easement:** A right-of-way and easement as to all depths below the surface of the S/2 of Section 16, Township 34 North, Range 6 West, N.U.L., N.M.P.M. and right to use the same for the purposes of drilling wells and installing well bores for oil, gas, and/or other substances; for installing casing, tubing, and other equipment therein; for reworking, recompleting, repairing, side-tracking, plugging, and abandoning such well bores; for gathering information, exploring for, and/or producing oil, gas, and/or other substances. (This easement is intended to cover the possibility that a well bore may slightly traverse the sub-surface of said lands as drilling is conducted.)
- **Access Roadway:** A right-of-way and easement, as indicated in Exhibit "A", attached hereto and being made a part hereof, **Forty feet (40')** wide across the SW/4NW/4 of Section 16 and Lot 2 of Section 6U, Township 34 North, Range 6 West, S.U.L., N.M.P.M including the right to survey, construct, use, operate, maintain, add, and repair said road to allow Grantee access (ingress and egress) over

the Lands to the Well Pad.. The right-of-way and easement associated with the roadway maybe expanded from time to time during any period(s) of construction, well maintenance, reworking, repair or operations that requires the utilization of heavy equipment to a width of **Fifty feet (50')** for so long as such use is reasonably necessary for the operations being conducted, and shall revert to the permanent width set forth above upon completion thereof. The permanent width shall be twenty feet (20') on each side of the center of the new road.. Grantee shall use the existing road constructed by BP from County Road 525 to access the roadway easement granted herein. Grantee, its employees, agents, contractors, licensees, and invitees shall have the full and free right and privilege to use said road(s) (i.e. existing road from CR 525 and roadway constructed by Grantee) in any lawful manner, including the transportation of persons, material, supplies, and commodities, but limited to use in furtherance of its oil and gas operations on the Lands. Any road(s) constructed or maintained under the terms hereof shall remain the sole and private property of Grantor, subject to the rights, privileges, and benefits granted to Grantee herein, and such roads shall not be considered a public road(s).

- **Natural Gas and Produced Water Pipelines:** A right-of-way and easement, as indicated in Exhibit "A," attached hereto and being made a part hereof, **Twenty feet (20')** wide across the SW/4NW/4 of Section 16 and Lot 2 and the east 450 feet of lot 3 of Section 6U, Township 34 North, Range 6 West, N.M.P.M. to survey, lay, construct, install, operate, inspect, protect, alter, maintain, improve, repair, change the size of, replace, remove, and/or abandon in place one gas pipeline and one produced water pipeline, and all valves, fittings, devices for controlling electrolysis and/or cleaning pipeline interiors, and/or other necessary appurtenances above and below ground, including suitable markers to mark the location of the pipeline(s), for the purposes of transportation of produced water and gas. The right-of-way and easement associated with the pipelines may be expanded from time to time during any period(s) of construction, maintenance, or repair to a width of **Fifty feet (50')** for so long as such use is reasonably necessary for the operations being conducted, and shall revert to the permanent width set forth above upon completion thereof. Grantee shall install said pipelines at least **Thirty-Six inches (36")** below the surface of the ground at the time of installation, but this limitation shall not apply to any portion of the pipelines or other equipment installed above the surface.

Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the above-described Easements. Grantor shall not, nor permit third parties to, change the grade of the land or remove the cover over the Pipeline(s) or excavate on the Easements covering same without prior written consent of the Grantee, which consent shall not be unreasonably withheld, provided same does not present an operational or safety issue for Grantee.

Except as otherwise set forth herein, the consideration paid hereunder includes payment for all damages to the Lands contemplated herein, and Grantor hereby acknowledges that said amounts constitute full and complete settlement for and as a release of claims for loss, damage, inconvenience or injury to property arising out of the non-negligent operations contemplated

hereunder. Grantee shall have the right from time to time to cut or clear trees, brush, and other obstructions on the Lands that might interfere with the operation, access to, or maintenance of the Easements granted herein or any facilities or equipment thereon relating to the rights granted herein. Prior to exercising the foregoing right to clear or cut trees and brush, Grantee shall notify Grantor.

Except with respect to the surface location for the Well Pad, the rights-of-way and easements granted by this conveyance are non-exclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper; provided, however, that all such conveyances shall be subject to Grantee's rights, and Grantee shall not be unreasonably disturbed in the use and enjoyment of the right granted hereunder.

Grantor does hereby grant unto Grantee, its affiliates, successors and assigns, the right to freely assign or otherwise convey all or part of Grantee's interest in said Easements.

GRANTEE HEREBY INDEMNIFIES AND HOLDS GRANTOR HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) TO THE EXTENT ARISING FROM OR RELATED TO THE NEGLIGENCE OR MISCONDUCT OF GRANTEE OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR INVITEES IN THE COURSE OF THEIR EXERCISE OF RIGHTS GRANTED BY THIS INSTRUMENT, BUT NOT TO THE EXTENT CAUSED BY GRANTOR, OR ITS EMPLOYEES, AGENTS, TRUSTEES, BENEFICIARIES, CONTRACTORS, OR INVITEES.

Grantor represents and warrants title to the herein granted Easements unto Grantee, its successors and assigns. These Easements and all of the terms, provisions and obligations hereof shall be covenants running with the Lands and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors, heirs, beneficiaries and assigns, as applicable.

Notwithstanding any of the other provisions herein as to termination, these Easements may be terminated individually and/or collectively by Grantee at any time by giving ninety (90) days' notice in writing to Grantor of such termination. Termination shall not relieve Grantee of its duties and obligations in this Agreement, including, but not limited to, its duty to reclaim the Lands.

In the event Grantee shall be in default or breach of any of the terms of these Easements, Grantor shall give written notice to Grantee of such default or breach. Grantee shall then have thirty (30) days within which to commence to remedy any alleged default.

Any notice provided or permitted to be given in this instrument must be in writing and shall be given by both email and U.S. Mail, by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the foregoing manner shall be deemed received five (5) days after it is so deposited, excluding Saturdays, Sundays, and postal holidays. Notice given in any other manner shall be effective only if and when actually received by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows until changed as herein provided:

Grantor: Marcia Merry Morales Revocable Trust, *et al.*
5182 County Road 523
Bayfield, Colorado 81122
mor_merry@hotmail.com

Grantee: Catamount Energy Partners, LLC
ATTN: Craig A. Reid, President
1801 Broadway
Suite 1000
Denver, CO 80202

The Easements, as to each, will terminate six (6) months after Grantee no longer uses it/them for the purposes set forth above and Grantee will record a Notice of Termination at such time or times. Grantee's obligations concerning reclamation and liability for property damage shall survive termination.

This Agreement may be executed by facsimile or scanned electronic version, in counterparts, each of which will be considered an original and enforceable against either party. The failure of one or more parties to execute this instrument or a counterpart hereof shall not in any manner affect the validity and binding effect of the same as the parties who execute said instrument. For recordation purposes, Grantee is authorized to detach the signature and acknowledgement pages from one or more counterparts and to attach them for filing with any other executed counterparts.

Grantor will reasonably grant LPEA an underground electric easement for and to the above Easements if requested by Grantee or required by any regulation and if appropriate electric capacity is reasonably available.

After cessation of all the use of Easements, all areas disturbed by Grantee will be reclaimed by Grantee.

Grantor acknowledges the receipt from Grantee of the information brochure for surface owners described in COGCC Rule 305.f(3)(D).

Either party shall have the right to record this Agreement in the records of La Plata County, Colorado, and shall have the further right, but not obligation, to record from time to time any "as-built" plats that may be drawn approximately depicting and identifying the location of the access roads, pipelines and the drillsite on the lands. Upon recording, each such plat shall be deemed to be an amendment to this Agreement and incorporated herein.

This Agreement is the final agreement between the parties and supersedes any and all prior oral agreements related to the subject matter of this agreement. Except as provided above, this Agreement shall not be amended except in writing signed by both parties.

EXECUTED this 27th day of October, 2015.

GRANTOR:

Marcia Merry Morales
Marcia Merry Morales, as Trustee of the Marcia Merry Morales Revocable Trust UTA Dated September 3, 1997

Marcia Paloma Morales
Marcia Paloma Morales

Andrea Paul-Etta Morales
Andrea Paul-Etta Morales

Elisa B. Morales
Elisa Berenice Morales

GRANTEE:

Catamount Energy Partners, LLC

By: Rusty Kelly
Rusty Kelly, Senior Vice President

ACKNOWLEDGEMENTS

STATE OF COLORADO §
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COUNTY OF LA PLATAT §

This instrument was acknowledged before me on this 27 day of OCTOBER, 2015, by Marcia Merry Morales, as trustee of the Marcia Merry Morales Revocable Trust UTA dated September 3, 1997.

9/15/2018
My Commission Expires.

[Signature]
Notary Public in and for the State of Colorado

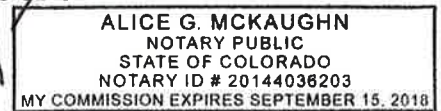


STATE OF COLORADO §
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COUNTY OF LA PLATA §

This instrument was acknowledged before me on this 28 day of OCTOBER, 2015, by Marcia Paloma Morales.

9/15/2018
My Commission Expires.

[Signature]
Notary Public in and for the State of Colorado

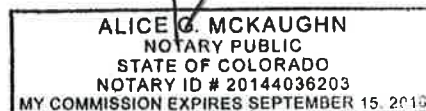


STATE OF COLORADO §
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COUNTY OF LA PLATA §

This instrument was acknowledged before me on this 28 day of OCTOBER, 2015, by Andrea Paul-Etta Morales.

9/15/2018
My Commission Expires.

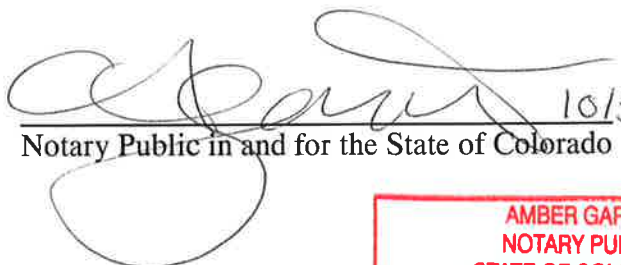
[Signature]
Notary Public in and for the State of Colorado

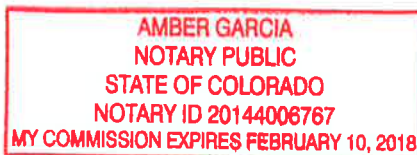


STATE OF COLORADO §
 Denver §
COUNTY OF ~~LA PLATA~~ ^{AT} §

This instrument was acknowledged before me on this 30 day of October, 2015,
by Elisa Berenice Morales.

2-10-2018
My Commission Expires.

 10/30/15
Notary Public in and for the State of Colorado



STATE OF COLORADO §
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COUNTY OF DENVER §

This instrument was acknowledged before me on this 5th day of November, 2015,
by Rusty Kelly, as Senior Vice President for Catamount Energy Partners, LLC.

04-14-2018
My Commission Expires.

Shelley Schaffer
Notary Public in and for the State of Colorado

