

WAVIER TO RECLAIM SURFACE LEASE AND RIGHT-OF-WAY

This WAIVER TO RECLAIM SURFACE LEASE AND RIGHT-OF-WAY ("Waiver") is effective 01 March 2017 by and between CK, LLC ("Lessor"), whose address is 28481 US Highway 160, Durango, CO 81301, and CHEVRON MIDCONTINENT, L.P. ("Lessee"), with a mailing address at 1400 Smith Street, Houston TX 77002, herein collectively referred to as the "Parties."

RECITALS

- A. Crader Properties, LLC, predecessor in interest to Lessor, and Lessee entered into a Surface Lease and Subsurface Right of Way, effective 18 July 2007, recorded at reception number 962176 in La Plata County, Colorado, referring to roughly two acres of Lessor's interest in the surface of the NW/4 NW/4 of Section 2, Township 34 North, Range 9 West, N.M.P.M., and E/2 of Section 3, Township 34 North, Range 9 West, N.M.P.M., La Plata County, Colorado ("Well Pad"). (QLS 827964)

Crader Properties, LLC, predecessor in interest to Lessor, and Lessee entered into a Road Right-of-Way and Easement, effective 18 July 2007, recorded at reception number 962178 in La Plata County, Colorado, referring to a portion of Lessor's interest in the surface of the W/2 NW/4 Section 2, Township 34 North, Range 9 West, N.M.P.M., La Plata County, Colorado ("Road"). (QLS 827972)

The Well Pad and Road are referred to collectively herein as the "Waiver Area."

- B. The Parties desire to enter into this Waiver to comply with Colorado Oil and Gas Conservation Commission ("COGCC") Rule 1001.c. – Surface Owner Waiver of 1000-Series Rules.

AGREEMENT

1. AGREEMENT BETWEEN LESSOR AND LESSEE REGARDING TOPSOIL PROTECTION AND RECLAMATION OF THE WAIVER AREA.

- 1.1 Lessor waives Lessee's obligation to perform interim or final reclamation on the Waiver Area as required by COGCC 1000-Series Rules. The Waiver Area is further depicted on Exhibit A attached hereto and made a part hereof for all purposes.
- 1.2 Lessor desires to use the Waiver Area as a farm equipment storage area and road for access thereto.
- 1.3 Lessor acknowledges that the current condition of the Waiver Area is satisfactory to Lessor.
- 1.4 Lessor acknowledges that all active portions of any oil and gas location and all oil and gas operations remain under the jurisdiction of the COGCC, and that Lessor may not impede ingress to or egress from any active oil and gas location or interfere with the safe conduct of oil and gas operations on the location.
- 1.5 Lessor knowingly, and forever, waives all reclamation protections otherwise afforded by the specified provisions of Rule 1004 – Final Reclamation. Lessor acknowledges that the entirety of the Waiver Area is subject to COGCC Rule 1001.c. – Surface Owner Waiver of 1000-Series Rules.

2. REQUEST TO WAIVE COMPLIANCE WITH SPECIFIED PROVISIONS OF RULE 1004, VIA A VARIANCE

- 2.1 Lessor acknowledges that there currently are no active oil and gas operations on the Waiver Area, and no wells have been drilled.
- 2.2 Lessor acknowledges that no oil and gas equipment has been placed on the Waiver Area.
- 2.3 Lessor acknowledges that all trash or debris belonging to Lessee or its agents has been removed from the Waiver Area.
- 2.4 Lessor acknowledges that all noxious weeds have been controlled pursuant to agreements between the Parties.
- 2.5 Lessor and Lessee acknowledge and agree that the Parties have on multiple occasions consulted in good faith regarding final reclamation. Lessee's Colorado Land Representative has met on-site with Kim Crader Buffalo, managing partner, of CK, LLC, to discuss the status and use of the Waiver Area.
- 2.6 Lessor and Lessee acknowledge and agree that the Waiver Area is in a suitable state for Lessor's intended use and would not require additional reclamation.
- 2.7 Lessor expressly acknowledges that Lessee is required to comply with Rule 1002.f related to stormwater management controls.

3. MISCELLANEOUS

- 3.1 This Waiver will be binding upon and inure to the benefit of the Parties and their respective heirs, devisees, successors and assigns.
- 3.2 This Waiver is governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law rules.
- 3.3 This Waiver may be executed in counterparts, each of which will be deemed an original of this Waiver, and which together will constitute one and the same instrument. When executed in counterparts, no Party will be bound to this Agreement unless and until all Parties have executed and delivered to each of the other Parties an executed counterpart.

LESSOR:

CK, LLC

By: Kim Crader Buffalo

Title: Managing Member

Date: 5-2-2017

LESSEE

CHEVRON MIDCONTINENT, L.P.

By: CHEVRON MIDCONTINENT OPERATIONS, its General Partner

By: Robert Nunmaker
Attorney-in-Fact Robert Nunmaker

Date: 5/16/2017

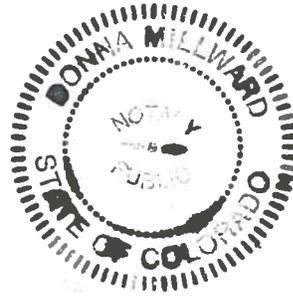
STATE OF Colorado §

COUNTY OF La Plata §

The foregoing instrument was acknowledged before me this 2nd of May by Kim Crade Bullhab of CK, LLC a Colorado limited liability corporation, on behalf of the corporation.

Donna Millward
(Notary's official signature)

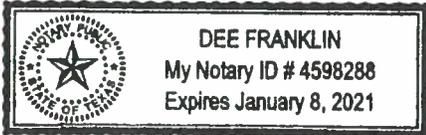
11/24/19
(Commission Expiration)



STATE OF Colorado § TEXAS

COUNTY OF La Plata § HARRIS

This instrument was acknowledged before me on MAY 16, 2017, by ROBERT NUMMAKER Attorney-in-Fact for CHEVRON MIDCONTINENT, L.P., a Texas Limited Partnership, on behalf of said partnership.



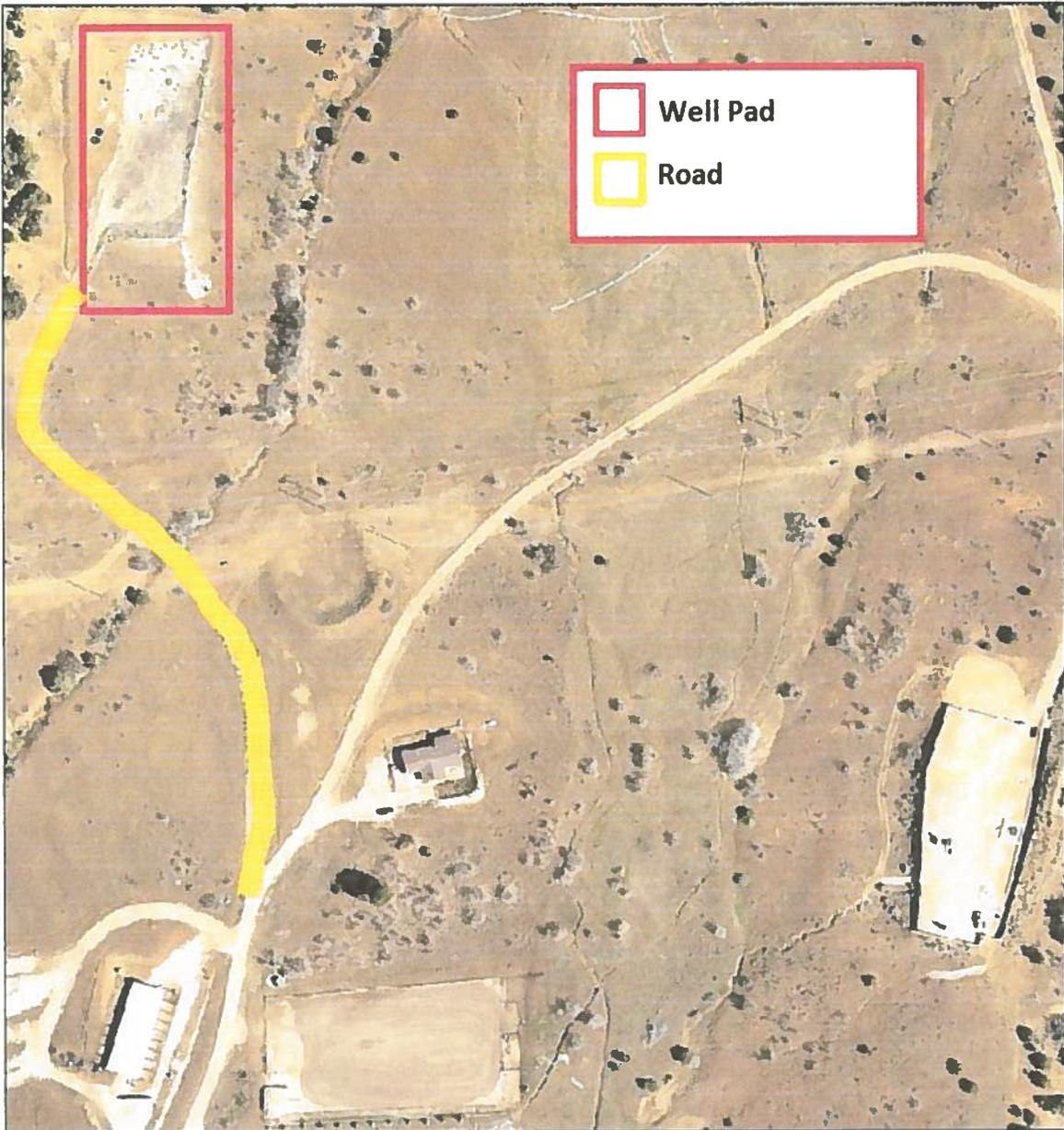
Notary Public, State of TEXAS
My Commission Expires 1-8-2021

Dee Franklin

EXHIBIT A-1

Attached to that certain Second Amendment to Surface Lease and Subsurface Right of Way dated 01 March 2017 between CK, LLC and Chevron Midcontinent, L.P.

CRADER 3-3



March 16, 2017

