


**MEMORANDUM OF SURFACE DAMAGE AND RELEASE AGREEMENT**

Pursuant to the terms of that certain unrecorded Surface Damage and Release Agreement dated effective the 21<sup>st</sup> day of May, 2014 between the undersigned, and subject to the conditions set forth therein, Encana Oil & Gas (USA) Inc. ("Encana") with an address at 370 17th Street, Suite 1700, Denver, Colorado 80202, by and between Kiyota Properties, L.L.C., a Colorado limited liability company ("Owner") with an address at 11964 WCR 21 ½, Fort Lupton, Colorado 80621 agreed to the location of the oil and gas wells, facilities sites, temporary completions site and access roads and payment for damages to the surface of land connected with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operations of the gas and oil wells and associated pipelines, tank batteries and other facilities or property of Encana associated with the oil and gas wells and located on the following land:

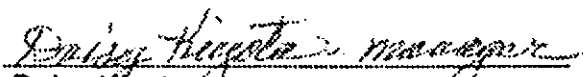
Township 3 North, Range 67 West, of the 6<sup>th</sup> P.M.  
Section 35: SE 1/4  
Weld County, Colorado

This Memorandum of Surface Damage and Release Agreement is executed by Owner and Encana and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Agreement.

In witness whereof this instrument is executed effective the 30<sup>th</sup> day of April, 2014.

ENCANA OIL & GAS (USA) INC., acting by  
and through its authorized agent,  
Encana Services Company Ltd. agent,  
  
JCO Jason C. Oates  
Senior Manager,  
Regulatory & External Stakeholder Relations

Owner:

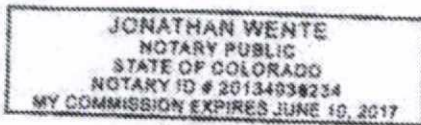
  
Daisy Kiyota  
Manager

ACKNOWLEDGMENTS

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2014, by Jason C. Oates, Senior Manager, Regulatory & External Stakeholder Relations of Encana Services Company, Ltd., authorized agent for Encana Oil & Gas (USA) Inc., a Delaware corporation.

Witness my hand and official seal.



Jonathan Wente  
Notary Public  
My Commission Expires: 6-10-17

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2014, by Kiyota Properties L.L.C., Daisy Kiyota, Manager.

Witness my hand and official seal.



Barney L. Hammond  
Notary Public  
My Commission Expires: 7/8/2015

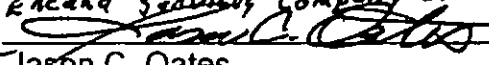
## MEMORANDUM OF SURFACE DAMAGE AND RELEASE AGREEMENT

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Section 35: SE 1/4  
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Encana Services Company Ltd. Agent,  
  
JPW Jason C. Oates  
Senior Manager,  
Regulatory & External Stakeholder Relations

Owner:

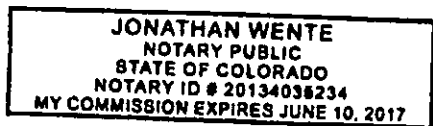
  
Daisy Kiyota  
Manager

## ACKNOWLEDGMENTS

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2014, by Jason C. Oates, Senior Manager, Regulatory & External Stakeholder Relations of Encana Services Company, Ltd., authorized agent for Encana Oil & Gas (USA) Inc., a Delaware corporation.

**Witness my hand and official seal.**

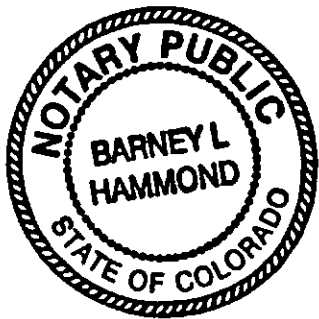



Notary Public  
My Commission Expires: 6-10-17

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2014, by Kiyota Properties L.L.C., Daisy Kiyota, Manager.

**Witness my hand and official seal.**

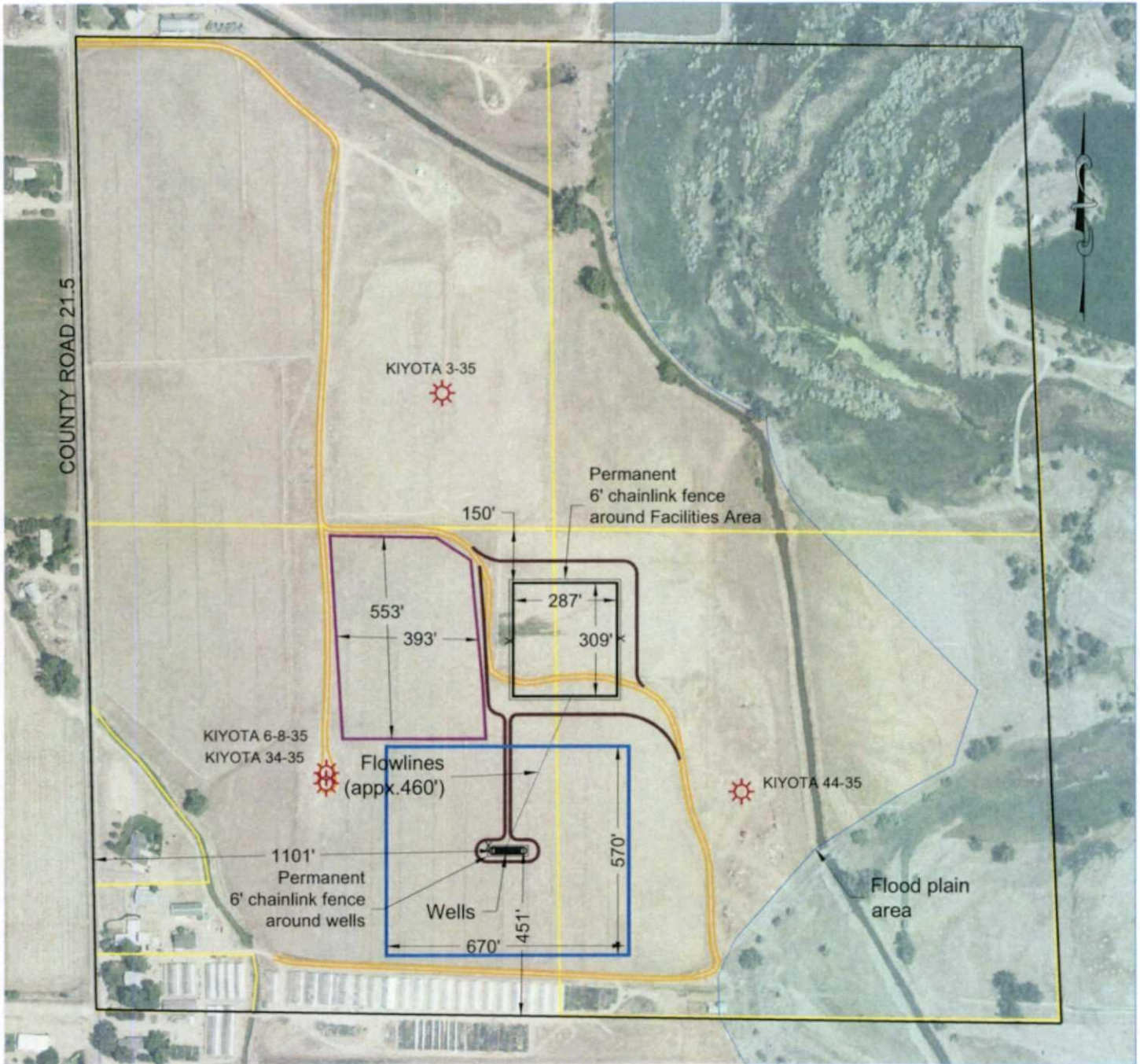



BARNEY L. HAMMOND   
Notary Public  
My Commission Expires: 7/8/2015

# EXHIBIT "A"

Attached hereto and made part hereof that certain Surface Damage and Release Agreement dated the 21st of MAY, 2014, by and between DAISY KIYOTA, "Owner" and Encana Oil & Gas (USA) Inc., "Encana" covering the below described lands.

DAK  
5-21-14





TOWNSHIP 3 NORTH, RANGE 67 WEST  
SECTION 35: SE 1/4  
WELD COUNTY, COLORADO

SCALE: 1" = 400'MAY 6, 2014



## **FIRST AMENDMENT TO SURFACE DAMAGE AND RELEASE AGREEMENT**

This First Amendment to the Surface Damage and Release Agreement (the "First Amendment") is entered into effective as of the 31 day of May, 2017, by and between Kiyota Properties, LLC, a Colorado limited liability company ("Owner") with an address at 11964 WCR 21 ½, Fort Lupton, CO 80621, and Crestone Peak Resources Holdings, LLC, a Delaware limited liability company ("Crestone") with an address of 1801 California Street, Suite 2500, Denver, Colorado 80202. Owner and Crestone may be referred to as "Party" or collectively as the "Parties".

### **RECITALS**

**WHEREAS**, the Owner and Encana Oil & Gas (USA) Inc. entered into that certain Surface Damage and Release Agreement dated the 21st day of May, 2014, of which a Memorandum was recorded at Reception No. 4024122 on June 17, 2014 in the official records of Weld County, Colorado (the "Agreement") covering certain lands located in Weld County, Colorado; and

**WHEREAS**, Encana Oil & Gas (USA) Inc. assigned all right, title and interest in and to the Agreement and First Amendment to Crestone Peak Resources Holdings, LLC via Assignment Agreement dated effective the 29<sup>th</sup> day of July, 2016 recorded at Reception No. 4223694 in the official record of Weld County, Colorado.

**WHEREAS**, the Parties desire to amend the Agreement as set forth below.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Each capitalized term used in this First Amendment, to the extent not otherwise expressly defined in this First Amendment, shall have the same meaning given to such term in the Agreement.
2. Pursuant to paragraph 1 of the Agreement, the Agreement allows Crestone to drill 12 Wells from the Wellsite. The Wellsite Payment for the 12 Wells has previously been paid to Owner. In accordance with Paragraph 1 Crestone and Owner amend the Agreement to allow the drilling of 3 additional Wells, for a total of 15 Wells. This Amendment does not obligate Crestone to drill all 15 Wells, but in the instance that Crestone chooses to drill any or all of the 3 additional wells Crestone and Owner agree that the consideration for each additional Well to be drilled will be Eighteen Thousand and 00/100 Dollars (\$18,000.00). The consideration for any additional Wells to be drilled shall be paid upon Crestone beginning the drilling of the additional Wells.
3. This First Amendment and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of the Parties, and the benefits of this First Amendment shall inure to their personal representatives, heirs, successors and assigns. The covenants contained herein shall run with the land.
4. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of conflict between the terms of this First


Amendment and the Agreement, this First Amendment shall control.

5. This First Amendment and the Agreement comprise the complete and exclusive agreement between the Parties regarding the subject matter herein, and supersede all contemporaneous oral and written communications, negotiations, representations, or agreements in relation to the subject matter made or entered into on or before the Effective Date of this First Amendment.

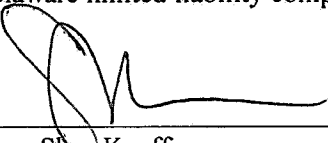
6. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have caused this First Amendment to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date first above written.

**KIYOTA PROPERTIES, LLC**  
a Colorado limited liability company

By:   
Name: Karen Miyamoto  
Title: Manager

**CRESTONE PEAK RESOURCES HOLDINGS, LLC**  
a Delaware limited liability company

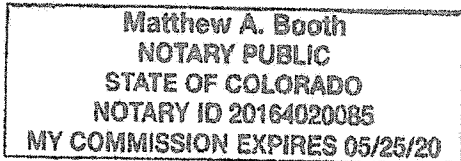
By:   
Name: Shea Kauffman  
Title: Director of Land

ACKNOWLEDGEMENTS

STATE OF Colorado )  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 31 day of May, 2017, by Karen Miyamoto as Manager for Kiyota Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.



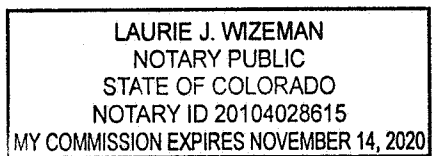
[Signature]  
Notary Public

My Commission Expires: 5/25/2020

STATE OF COLORADO )  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2017 by Shea Kauffman, as Director of Land, for CRESTONE PEAK RESOURCES HOLDINGS, LLC, a Delaware limited liability company

Witness my hand and official seal.



Laurie Wizeman  
Notary Public  
My Commission Expires: 11.14.20