

C00041. S 282



MEMORANDUM OF SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement"), dated effective as of the 18 day of <sup>August</sup> ~~July~~, 2015 ("Effective Date"), is made by and between **The Antholz, LLLP**, by Bert Arthur Loper, Partner, and Linda Lucile Loflin, Partner, whose address is 5180 Granby Circle, Colorado Springs, CO 80919 ("Surface Owner"), and **CRESCENT POINT ENERGY U.S. CORP.**, a Delaware corporation, whose address is 555 17th Street, Suite 1800, Denver, Colorado, 80202 ("Operator"). Surface Owner and Operator may be referred to herein individually as a "Party" and collectively as "Parties."

**WHEREAS**, Surface Owner and Operator entered into that certain unrecorded *Surface Use Agreement* ("Underlying Agreement"), the terms of which are incorporated herein by this reference, effective as of the Effective Date, executed copies of which are in the possession of Surface Owner and Operator, covering certain lands being situated in Weld County, Colorado, more particularly described as follows:

Township 7 North, Range 64 West, 6th P.M.  
Section 7: NE/4

(the "Subject Lands").

**WHEREAS**, the parties now desire to execute this Agreement in order to put third parties on notice of the rights granted in the Underlying Agreement which covers the Subject Lands.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Surface Owner hereby grants Operator a non-exclusive easement and right-of-way for the purpose drilling, staking, completing, equipping, producing and operating oil and gas wells on Operator's leasehold under the Subject Lands, lands pooled therewith, or certain adjacent lands, including the right to construct, install and maintain access roads, well sites, tank batteries, pipelines, separators, electric power lines, and other facilities (any and all of the foregoing being hereinafter collectively referred to as "Facilities") necessary, useful or incidental to drilling, equipping, completing for production, recompleting, producing, or plugging and abandoning one or more oil and/or gas wells.

This Agreement shall remain in full force and effect as to all portions of the Subject Lands and shall continue for so long thereafter as Operator, its successors and assigns, maintains this Agreement and the Underlying Agreement in accordance with all the provisions contained therein. More particularly, this Agreement and the Underlying Agreement and Operator's obligations thereunder will terminate upon the last to occur of: (a) termination of the oil and gas lease(s); (b) Operator's loss of rights to produce oil or gas or; (c) upon complete reclamation and restoration of the surface of the Subject Lands according to the standards prescribed herein and by the state or federal rules, regulations and statutes as well as approval of such reclamation by state and/or federal authorities which have jurisdiction over such reclamation.

This Agreement is in no way intended to supercede, abrogate, change, alter or modify any of the terms and conditions of the Underlying Agreement and in the event of any discrepancy between this Agreement and the terms of the Underlying Agreement, the terms of the Underlying Agreement shall prevail.

This Agreement may be executed in any number of counterparts and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, this instrument is executed, to be effective as of the Effective Date.

**SURFACE OWNER:**

**The Antholz, LLLP**

By: Bert Arthur Loper  
Name: Bert Arthur Loper, Partner

By: Linda Lucile Loflin  
Name: Linda Lucile Loflin, Partner



## LANDMAN'S AFFIDAVIT

I, Anthony Baldwin of lawful age, being first duly sworn, depose and say,

1. THAT, I am a resident of Denver County, Colorado and am over the age of twenty-one years.
2. THAT, I am the Manager, Land & Business Development for Crescent Point Energy U.S. Corp, whose address is 555 17<sup>th</sup> Street, Ste. 1800, Denver, CO 80202.
3. THAT, I approve the execution of a Memorandum of Surface Use Agreement on July 30, 2015, Recorded as Entry #4151518, in Weld County, CO.
4. THAT, the above Memorandum of Surface Use Agreement contained the following Legal Description(s) in Weld County , CO which was in error:

Township 7 South, Range 64 West, 6<sup>th</sup> P.M.  
Section 7: NE/4

5. THAT, the correct Legal Description(s) in Weld County, CO should read:

Township 7 South, Range 64 West, 6<sup>th</sup> P.M.  
Section 6: SE/4

6. THAT, I executed a Landman's Affidavit on July 25, 2017, Recorded as Entry #4323588 in Weld County, CO.
7. THAT, the above Landman's Affidavit contained the following Legal Description(s) in Weld County, CO which was in error:

Township 7 South, Range 64 West, 6<sup>th</sup> P.M.  
Section 6: SE/4

8. THAT, the correct Legal Description(s) in Weld County, CO should read:

Township 7 North, Range 64 West, 6<sup>th</sup> P.M.  
Section 6: SE/4

NOW THEREFORE, the undersigned affiant, Anthony Baldwin, of lawful age, being first duly sworn, deposes and says, the above facts are true and correct to the best of his knowledge and the purpose of this Landman's Affidavit, is to provide record notice to the public of such corrected Description(s).

Further Affiant saith not.

By: Anthony Baldwin

8/14/17

Date:

State of Colorado )  
 ) SS  
County of Denver )

On the 14<sup>th</sup> day of August, 2017 personally appeared before me Anthony Baldwin, Manager, Land & Business Development for Crescent Point Energy U.S. Corp, Affiant signer of the above instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Notary Public  
Residing at: DENVER, CO

My commission expires:

1/14/18

