



October 26, 2017
Lochbuie Land I, LLC
c/o Mark Bush
905 W. 124th Ave., Suite 210
Westminster, CO 80234

RE: Surface Owner Consent for Temporary Surface Use
Township 1 North, Range 66 West Sec. 25: NWNW
Weld County, Colorado

Dear Mark:

Crestone Peak Resources Holdings LLC ("Crestone") is currently conducting oil and gas operations in the area of your above described property. In connection with these operations, the rules and policies of the Colorado Oil and Gas Conservation Commission ("COGCC") require that Crestone re-enter and re-plug and abandon the Templin #1 Well (API Number 05-123-08312), which is located on your property, a legal description for which is attached hereto as Exhibit "A" and by this reference incorporated herein (the "LLI Property"). Crestone requests your consent to temporarily use the surface of the LLI Property to access the Templin #1 Well and perform this work.

Crestone's surface use shall be temporary and Crestone estimates that the re-plugging and abandonment work will take approximately 10 days after commencement, subject to delays due to weather or other conditions outside Crestone's control. After completion of the work, Crestone will restore the surface of the Property to substantially the same condition that existed prior to the work.

As consideration for your agreement to grant Crestone this temporary surface use, Crestone offers to pay you \$1,000. Crestone will pay this amount following Crestone's receipt from you of a fully executed copy of this Surface Owner Consent for Temporary Surface Use letter. (Crestone will provide a copy of your signed consent to the COGCC.) This payment shall be full compensation for the temporary surface use and for normal and reasonably anticipated damages associated with the re-plugging and abandonment work. Crestone will also need a completed and signed W-9 before any payments can be processed.

Crestone agrees that at all times during the conduct of operations hereunder on the LLI Property, Crestone will erect sound walls around the work area to diminish, to the extent reasonably possible, any disturbance to residents and homeowners in the immediate vicinity of such operations.

Crestone shall complete all re-plugging and abandonment work in compliance with all local, state, federal or other applicable laws and regulations. Upon completion of the re-plugging and abandonment work, Crestone agrees to defend, indemnify, protect and hold Lochbuie Land I, LLC, a Colorado limited liability company ("LLI") harmless, and its heirs, successors, assigns,



CRESTONE PEAK
RESOURCES

transferees, employees, agents, lessees, contractors, subcontractors, as well as its managers, members, trustees, beneficiaries, relatives, partners, officers, directors and related or affiliated entities from any and all liens, claims, demands, costs (including but not limited to attorneys fees, accountant's fees, engineer's fees, consultant's fees and expert's fees), expenses, damages, losses and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property or improvements arising from or caused by the negligent actions or omissions of Crestone or its contractors in connection with any activity performed hereunder, including without limitation any failure to properly plug and abandon the Templin #1 Well. Crestone acknowledges that the LLI Property surrounding the Templin #1 Well will be sold to a homebuilder who will construct single family homes to be sold to homeowners, and the scope of this indemnification shall extend to such homebuilder and the homeowners as successor owners of the LLI Property, and shall include, without limitation, any damages because of injury to persons (including death) and injury or damage to or loss of any property or improvements of any of the homebuilder or successor homeowners, arising from or caused by the negligent actions or omissions of Crestone or its contractors hereunder.

Crestone shall also indemnify, defend and hold harmless LLI, LLI's heirs, successors, assigns, transferees, employees, agents, lessees, contractors, subcontractors, as well as its managers, members, trustees, beneficiaries, relatives, partners, officers, directors and related or affiliated entities from and against any loss, liability, cost, expense or claim arising from the imposition or recording of a lien arising from and/or in connection with or resulting from Crestone's or its contractors' acts or omissions on the LLI Property, the incurring of costs of required repairs, clean up, or detoxification and removal under any hazardous material law which may result from Crestone's or its contractors' negligent acts or omissions on the LLI Property. LLI shall have no duty to inspect or oversee Crestone's operations nor to indemnify or correct any potentially harmful, dangerous or damaging conditions. In the event that Crestone or its contractors' operations result in a violation of any applicable environmental rules and regulations or federal, state or local regulatory authority, Crestone agrees to satisfy the requirements of such agency or provide LLI with a certificate from such agency reflecting that Crestone has satisfied the requirements of such agency or a letter evidencing that no further action is required.

Crestone, while performing work under this Agreement, shall at all times maintain with financially sound and reputable insurance companies or associations, insurance of such types and in amounts that a reasonable, prudent operator would deem sufficient to satisfy all damage and indemnity claims that may arise hereunder, including, without limitation, (i) comprehensive general liability insurance, including contractual liability, with minimum limits for injury, death or property damage of \$2,000,000 combined single limit per occurrence, (ii) worker's compensation insurance covering all Crestone's workmen performing work on the LLI Property in accordance with state and federal statutory requirements, and (iii) automobile liability insurance covering all owned, hired, non-owned vehicles used by Crestone with minimum limits for injury, death or property damage of \$1,000,000 combined single limit per occurrence. Prior to commencing any construction activities on the LLI Property, and at LLI's request from time to time thereafter, Crestone shall provide to LLI a certificate of insurance as evidence of maintenance of all such required insurance policies. All policies maintained by Crestone (except worker's compensation policies) shall be endorsed to name LLI as an additional insured under such policies, and all policies shall provide for a waiver of subrogation in favor of LLI. All policies shall provide notice to LLI of cancellation at least 30 days prior to the effective date of such cancellation.



compensation policies) shall be endorsed to name LLI as an additional insured under such policies, and all policies shall provide for a waiver of subrogation in favor of LLI. All policies shall provide notice to LLI of cancellation at least 30 days prior to the effective date of such cancellation.

If this offer is acceptable, please confirm your agreement and consent by signing the enclosed Surface Owner Consent for Temporary Surface Use and returning the signed consent to Crestone. Should you have any questions or concerns, please contact me at (303) 774-3982 or bob.bresnahan@crestonepr.com.

Sincerely,

A handwritten signature in blue ink that reads "Bob Bresnahan".

Bob Bresnahan

Surface Land Negotiator

Crestone Peak Resources Holdings, LLC



SURFACE OWNER CONSENT FOR TEMPORARY SURFACE USE

Property Description:

Township 1 North, Range 66 West Sec. 25: NWNW
Weld County, Colorado

Well Description:

Templin #1 (API Number: 05-123-08312)

For good and valuable consideration, the undersigned owner of the above described property hereby grants and consents to the temporary use by Crestone Peak Resources Holdings LLC of the property to re-enter and re-plug the above described well.

AGREED AND CONSENTED TO:

LOCHBUIE LAND I, LLC,
a Colorado limited liability company

By: Concord Partners, LLC,
a Colorado limited liability company,
its Manager

By: _____

Mark W. Bush, Manager

EXHIBIT "A"

COMMENCING AT THE NORTHEAST ONE-QUARTER CORNER OF SAID SECTION 25,
THENCE S00°13'41"W, ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 493.70 FEET TO THE POINT OF
BEGINNING;

THENCE S00°13'41"W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 819.84 FEET TO THE NORTHEAST CORNER OF BLUE LAKE
SUBDIVISION FILING NO. 1 AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO AT RECEPTION NO.
3306677

THENCE S89°42'26"W, ALONG SAID NORTH LINE A DISTANCE OF 2,570.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WEST
BURLINGTON EXTENSION DITCH, THENCE ALONG SAID EAST RIGHT-OF-WAY, WHICH LIES 20 FEET EASTERLY OF THE EAST BANK OF SAID
DITCH. THE FOLLOWING NINE (9) COURSES

1. N41°59'02"E, A DISTANCE OF 124.85 FEET TO A POINT OF CURVE.
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°07'53", A RADIUS OF 29.00 FEET, AND AN ARC LENGTH
OF 23.86 FEET.
3. N89°06'55"W, A DISTANCE OF 97.18 FEET TO A POINT OF CURVE.
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 102°18'48", A RADIUS OF 141.00 FEET, AND AN ARC LENGTH
OF 251.78 FEET.
5. N13°11'53"W, A DISTANCE OF 176.22 FEET TO A POINT OF CURVE.
6. ALONG THE ARC OF A CURVE TO LEFT HAVING A CENTRAL ANGLE OF 24°01'25", A RADIUS OF 186.00 FEET, AND AN ARC LENGTH OF
82.16 FEET.
7. N37°13'19", A DISTANCE OF 335.93 FEET TO A POINT OF CURVE.
8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 48°39'30", A RADIUS OF 454.00 FEET, AND AN ARC LENGTH
OF 385.56 FEET.
9. N11°26'12"E, A DISTANCE OF 175.21 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER.

THENCE N89°59'34"E, ALONG SAID NORTH LINE, A DISTANCE OF 1,925.06 FEET TO THE SOUTHWEST LINE OF LOT A, RECORDED EXEMPTION
NO. 1471-25-1-RE3752, RECORDED JUNE 21, 2004 AT RECEPTION NO. 3190928 OF WELD COUNTY RECORDS,
THENCE S52°17'41"E, ALONG SAID SOUTHWEST LINE, A DISTANCE OF 807.09 FEET TO THE POINT OF BEGINNING CONTAINING 3,065,320
SQUARE FEET, OR 70.370 ACRES, MORE OR LESS.

BEARINGS HEREIN ARE BASED ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 66
WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO HAVE A BEARING OF S00°13'41"W BETWEEN THE NORTHEAST CORNER OF SAID
SECTION, A 2-1/2" ALUMINUM CAP FOUND IN RANGE BOX, PLS 28656 AND THE EAST ONE-QUARTER CORNER, A 3-1/4" ALUMINUM CAP FOUND
IN RANGE BOX, PLS 12405.