

SURFACE USE AGREEMENT

This Surface Use Agreement ("**Agreement**") is made and entered into effective as of the 1st day of December 2017 ("**Effective Date**"), by and between B & D Land Company 600 LLC, whose address is 11 Cavanaugh Road, Bennett, CO 80102 ("**Grantor**"), and Burlington Resources Oil & Gas Company LP, a Delaware Corporation, whose address is Attn: Manager, Real Property Administration, PO Box 7500, Bartlesville, OK 74004-7500 ("**Grantee**").

RECITALS

- A. Grantor owns the surface estate or otherwise controls the surface rights in and to property as specifically described and depicted on **Exhibit A**, attached hereto and made a part hereof ("**Property**").
- B. Grantee owns or operates oil and gas leases and rights and may become holder of other oil and gas leases and rights ("**Leases**") underlying some or part of the Property and desires to enter on the Property for the purposes of conducting oil and gas operations under or related to the Leases ("**Operations**").
- C. In addition to the rights granted in the Leases, Grantee desires to obtain the right to use the Property for the purpose of access to and from the Leases and right(s)-of-way related to Grantee's Operations.
- D. Grantor and Grantee desire to stipulate, confirm, and agree on the rights held by Grantee, and to the extent necessary to effectuate and support Grantee's Operations, the rights herein granted by Grantor to Grantee and the consideration and compensation as applicable to be paid for or in connection with such rights.

AGREEMENT

For and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Surface Access Rights.

- A. **Right-of-Way.** Grantor grants to Grantee and its agents, employees, and others authorized by them a private easement and right-of-way upon and across the Property to conduct its Operations, including without limitation, the rights to (a) locate, drill, complete, operate, and maintain wells and well pads and associated production equipment on the Property; (b) to construct, operate and maintain access roads, (c) to lay, construct, operate, inspect, maintain, repair, replace with same or different size pipe, remove, or abandon in place pipeline(s), compressor(s) power line(s) and/or communication line(s), and other facilities related to the Operations ("**Right-of-Way**"). Such Right-of-Way also includes the Ancillary Rights described in Paragraph 8, and the right for Grantee to construct from time to time and at any time or times additional pipelines, appurtenances, valves, metering equipment, cathodic protection, wires, conduits, cables, and/or underground power lines and other facilities needed for its Operations within the Right-of-

Way granted. The Right-of-Way for the roads, pipeline(s), compressor(s), power line(s) and/or communication line(s) will not exceed 60 feet in width. Grantee may use an additional 20 feet along and adjacent to the Right(s)-of-Way during construction, repair or maintenance periods.

- B. Grantor warrants that it is the owner of the Property and has the legal right to grant the Right-of-Way described herein and that Grantee will have the quiet use and enjoyment of the Property in accordance with the terms and conditions of this Agreement.

2. Location of Right-of-Way.

A. The Right-of-Way will be located approximately as specified and illustrated on the attached Exhibit B.

B. **Setbacks.** For a period of seven (7) years from the date of Grantors execution of this Agreement, Grantor will not plat lots to build or construct commercial, industrial, residential, or recreational facilities proposed within 1,000 feet of Grantee's Right-of-Way (the "1,000 Foot Buffer Area").

3. **Colorado Waiver of Notice and Consultation.** With respect to the Rules and Regulations ("Rules") of the Colorado Oil and Gas Conservation Commission ("COGCC"), Grantor does not waive the right to receive notices and/or to comment as set forth in COGCC Rules.. Grantor hereby also does not waive any and all rights to consultations and/or meetings as set forth in COGCC Rules. However, if Grantor does not respond in writing within three (3) business days after receiving notice, Grantor's right to consultations and/or meetings is deemed waived. Grantor acknowledges the receipt from Grantee of the information brochure for surface owners described in COGCC Rules. Grantor acknowledges and agrees that Grantee has complied with all notice, meeting, comment and consultation requirements of COGCC Rules 305 and 306. Grantor also does not waive the right to receive any required notice or give consent under the county or city code of the county or city in which the Property is located in connection with the matters addressed herein. However, if consent is not received within three (3) business days after Grantee receives said request for consent, then consent is deemed to be given to Grantee by Grantor.

4. **Grantor Use of Property.** Grantor expressly acknowledges that this Agreement will be deemed to be specifically applicable to, and to fully satisfy, the obligation of Grantee to reasonably accommodate Grantor's use of the surface of the Property, existing or future, and Grantor waives any statutory or common law claims to the contrary. Further, Grantor acknowledges that Grantee's proposed use of the Property reasonably accommodates the Grantor by minimizing intrusion upon and damage to the Property, and that Grantee has fully complied with Colorado's statutory reasonable accommodation doctrine at Colo. Rev. Stat. §34-60-127, as amended or re-codified, and the related common law doctrine. Grantor agrees that Grantee will have the right to fence and will have exclusive use of the well pads located within the Right-of-Way, and Grantor specifically agrees not to place or store any personal property or material of any kind on any well pad, including but not limited to placing or storing vehicles, farm equipment, hay or other crops on any well pad. Following notice to Grantor, Grantee may remove any such equipment from the Right-of-Way to another location on the Property, at Grantor's risk and expense.

5. **Compensation.** Consideration for the rights granted hereunder and compensation for damages incurred with respect to Grantee's use of any of the Property for the purposes stated

26. Counterparts. This Agreement may be executed in two or more original counterparts, all of which together will constitute one and the same Agreement.

EXECUTED as of the date of acknowledgement, but this Agreement is effective as of the Effective Date.

GRANTOR:

B & D Land Company 600 LLC

By: Bill Coyle

Printed Name: Bill Coyle

Title: Managing Partner

Date: Dec 4, 2017

GRANTEE:

**Burlington Resources Oil & Gas
Company LP**

By: **BROG GP LLC, its sole general
partner**

By: J.D. Adkins

Printed Name: J.D. Adkins

Title: Attorney-in-Fact

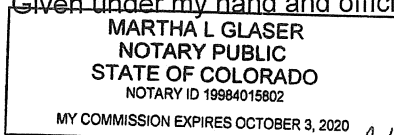
Date: Dec. 4, 2017

ACKNOWLEDGMENTS

State of Colorado }
 }
County of Arapahoe }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bill Coyle, whose name as owner of the B & D Land Company 600 LLC is signed to the foregoing Surface Use Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he, as authorized agent and with full authority, executed the same voluntarily and as the act of said Limited Liability Corporation.

Given under my hand and official seal, this the 1st day of December, 2017.



Martha L. Glaser
Notary Public

My Commission Expires October 3, 2020

State of Texas }
 }
County of Harris }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J.D. Adkins, whose name as Attorney In Fact of BROG GP LLC, as sole general partner of Burlington Resources Oil & Gas Company LP is signed to the foregoing Surface Use and Compensation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, as authorized agent and with full authority, executed the same voluntarily and as the act of said limited liability company as the sole general partner of said limited partnership.

Given under my hand and official seal, this the 4 day of December, 2017.

Tympania Mccoy
Notary Public

My Commission Expires 3.19.2021

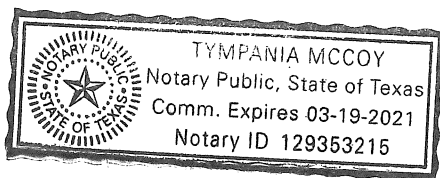


Exhibit A

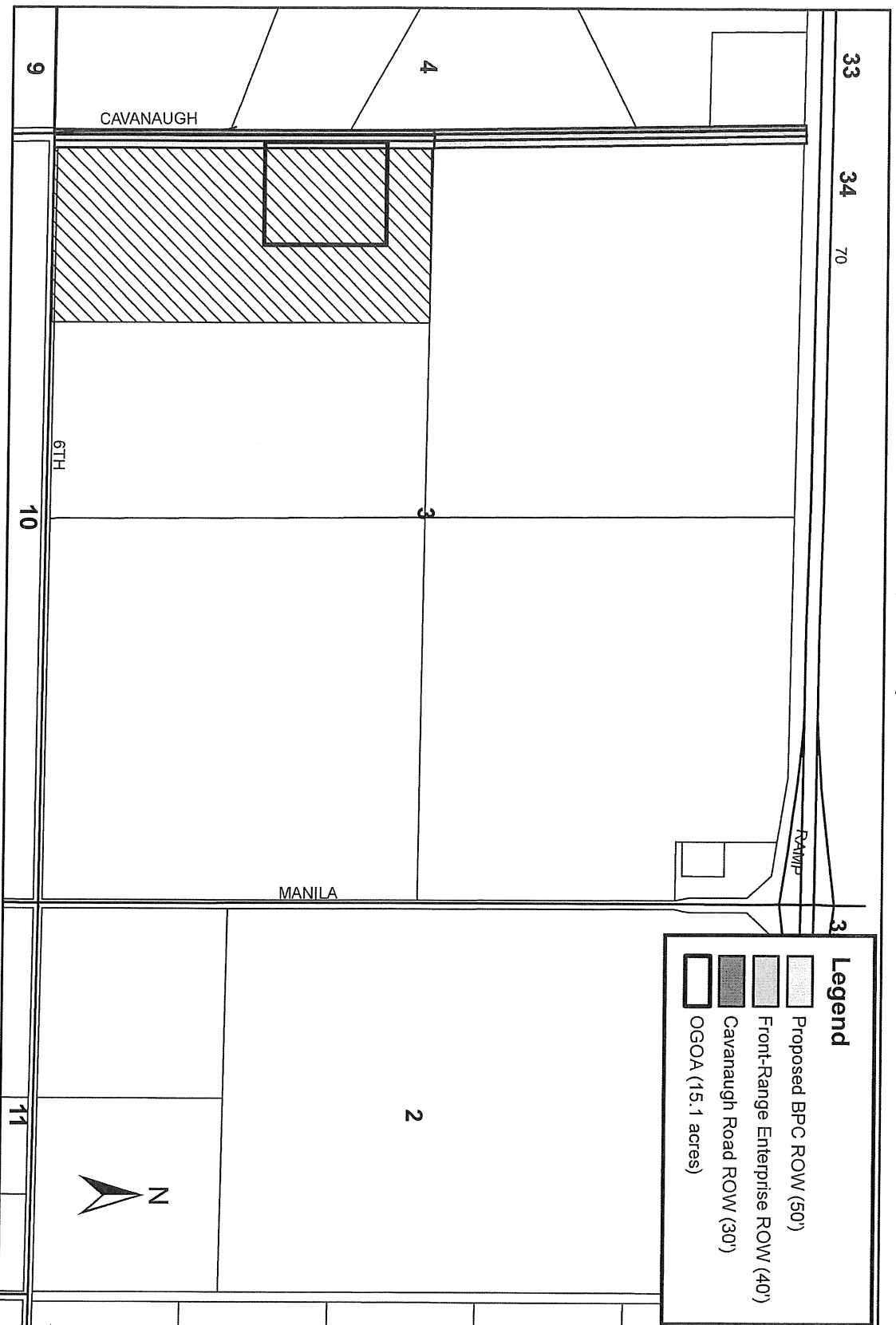
Attached to and made a part of that certain
Surface Use Agreement
dated December 1, 2017
by and between
B & D Land Company 600 LLC
and
Burlington Resources Oil & Gas Company LP

Property

Township 4 South Range 64 West, Arapahoe County, CO, 6th P.M.

Section 3: W/2SW/4

Exhibit B **B & D Land Company 600 LLC** **W/2SW/4, Sec. 3, 4S-64W**



This drawing is based on preliminary data, to verified by survey prior to construction.

1 inch = 1,000 feet