

## AMENDMENT TO SURFACE USE AGREEMENT

This Amendment (“Amendment”) is dated and made effective this 17<sup>th</sup> day of January 2019 between **J.C. DRAKE AND ASSOCIATES, INC., EMPLOYEES TRUST** and **THE JAMES E. ROWE, JR. FAMILY TRUST**, whose address is 2550 East Alameda Circle, Denver, CO 80209, hereinafter jointly and severally referred to sometimes herein as (“Owner”); and **CONFLUENCE DJ LLC**, whose address is 1001 17<sup>th</sup> Street, Suite 1250, Denver, CO 80202 (“Operator”), as successor in interest to VERDAD OIL AND GAS CORPORATION, covering lands in T1N-R65W Section 22: A tract of land located in the S/2, lying South of the South right-of-way line of the Denver Hudson Canal as surveyed; said tract being more particularly described in “Exhibit A” of that certain Warranty Deed dated February 19<sup>th</sup>, 1993 recorded under Reception No. 2322645, Weld County, Colorado.

WHEREAS, J.C. Drake and Associates, Inc., Employees Trust and The James E. Rowe, Jr. Family Trust as (“Owner”) and Verdad Oil and Gas Corporation as (“Operator”) entered into a Surface Use Agreement (“SUA”) dated September 2, 2014.

NOW THEREFORE, it is the desire of the Owner and Operator to ratify and confirm the SUA and Amendment, and in all things, except as expressly set forth in this Amendment, acknowledge that the SUA and First Amendment remains in full force and effect and amend the following, insofar and only insofar, as it relates to the surface location in the SW/4 of Section 22:

This Amendment increases the number of wells permitted from this location to allow for up to 15 wells, adjusts the pad placement and increases the pad size. Exhibit “A” of the original SUA will be revised and replaced with the attached.

This Amendment changes the acreage figures set out in Provision 5. Compensation to allow for the construction area to be limited to approximately fourteen (14) acres and the production site to be approximately ten (10) acres.

This Amendment changes the road width set out in Provision 6.b.i. Additional Surface Use Provisions, Access Roads/Facility to increase the road width from 16 feet to 30 feet.

This Amendment is binding upon the respective heirs, executors, administrators, successors, and assigns of the Parties.

This Amendment may be executed electronically and returned to the Parties via email. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one Amendment.

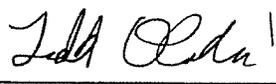
The Parties have executed this Amendment as of the date and year first written above.

**OWNER:**

**J.C. Drake and Associates, Inc.,  
Employees Trust**

**The James E. Rowe, Jr. Family Trust**

Signed:   
By: **John C. Drake, Trustee**

Signed:   
By: **Todd Orlander, Trustee**  
Todd Orlander, Trustee

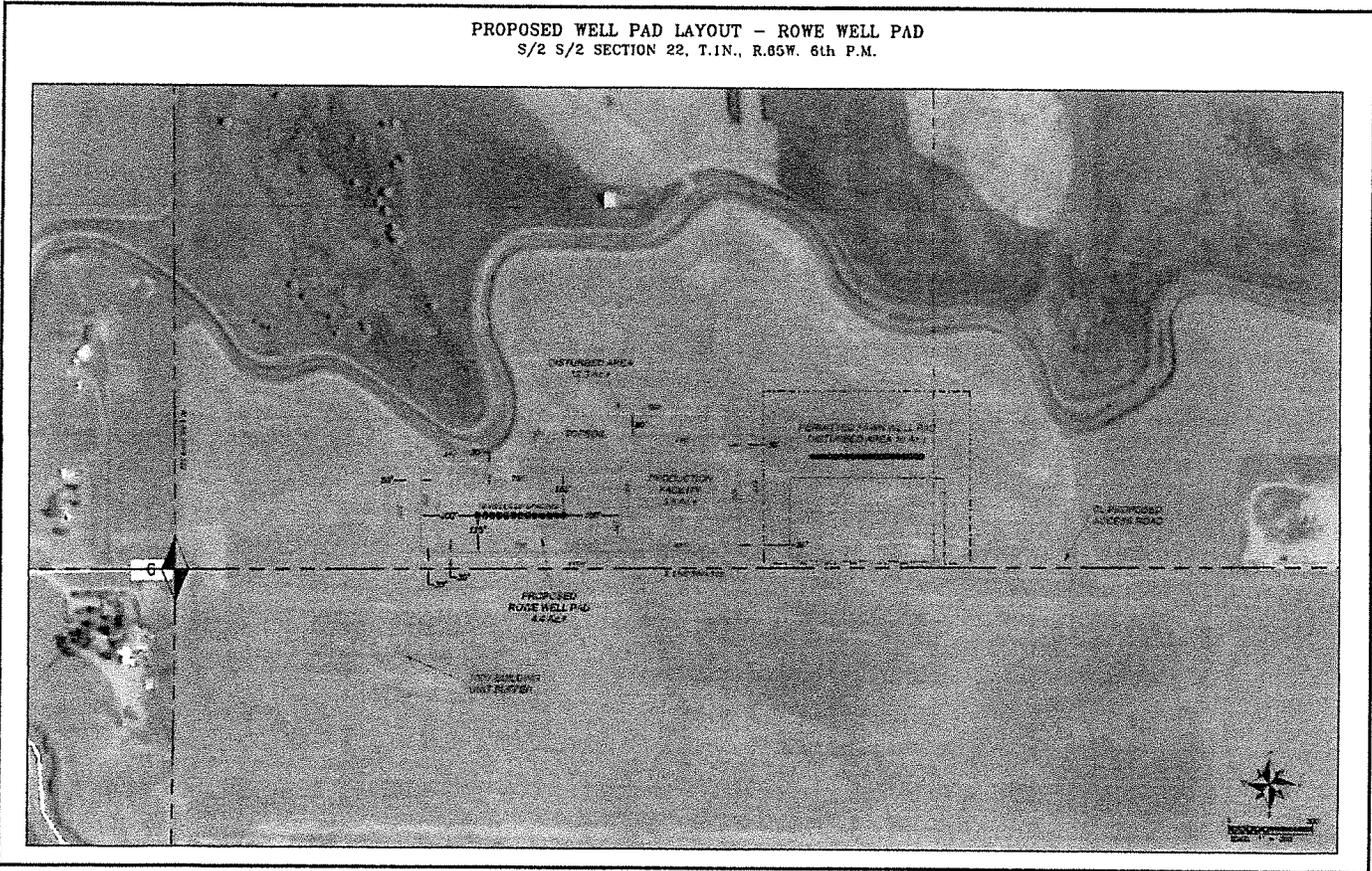
**OPERATOR:**

**Confluence DJ LLC**

Signed:   
By: **William E. Nicas**  
Its: **Vice President – Land and  
Business Development**

Exhibit A

PROPOSED WELL PAD LAYOUT - ROWE WELL PAD  
S/2 S/2 SECTION 22, T.1N., R.65W. 6th P.M.



Drawn Date 1/16/11

## Surface Use Agreement

This Surface Use Agreement ("Agreement") is made effective this 2<sup>nd</sup> day of Sept, 2014, by and between **J.C. DRAKE AND ASSOCIATES, INC., EMPLOYEES TRUST** and **THE JAMES E. ROWE, JR. FAMILY TRUST**, whose address is 2550 East Alameda Circle, Denver, Colorado 80209, hereinafter jointly and severally referred to sometimes herein as "Owner"; and **VERDAD OIL AND GAS CORPORATION**, a Texas Corporation, with offices at 5950 Cedar Springs Road, Suite 200, Dallas, Texas 75235, hereinafter sometimes referred to as "Operator"; each of the foregoing sometimes referred to individually as a "Party," or collectively as the "Parties."

For and in consideration of the covenants and agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Owner, the Parties agree as follows:

### 1. Ownership

Owner is the surface owner of certain lands, such lands and improvements thereon hereinafter sometimes referred to as the "Lands", located in Weld County, Colorado more specifically described as follows:

#### TOWNSHIP 1 NORTH, RANGE 65 WEST, 6TH P.M.

**Section 22: A tract of land located in the S/2, lying South of the South right-of-way line of the Denver Hudson Canal as surveyed; said tract being more particularly described in "Exhibit A" of that certain Warranty Deed dated February 19<sup>th</sup>, 1993 recorded under Reception No. 2322645.**

Operator, or its affiliates, owns a working interest in valid leases covering all or portions of the Lands or lands pooled or included in a spacing unit therewith (each a "Lease," collectively, the "Leases"). Additionally, Operator may have responsibilities under a Joint Operating Agreement ("JOA") with respect to the Lands.

### 2. Operator's Oil and Gas Operations on the Lands

Operator intends to drill or cause to be drilled oil and/or gas well(s) on the Lands ("Wells"), as depicted approximately on Exhibit "A" attached hereto. In order for Operator to drill, construct, complete, produce, maintain, and operate the Wells and all facilities associated therewith, including, but not limited to, access roads, pipelines, gathering lines, flow lines, separators, tank batteries, electric lines and any other facilities, or property necessary for Operator to conduct operations on the Wells (each a "Facility," collectively, the "Facilities"), it is necessary that Operator enter and utilize a portion of the surface of the Lands.

The Parties enter into this Agreement to evidence their entire agreement regarding the payment of surface damages, entry, surface use, and any other matters relating to Operator's use of the Lands.

### 3. Location

The approximate location of the wellsite, access road, and certain other facilities to be constructed on the Lands are depicted on Exhibit A, attached and incorporated into this instrument by this reference. Any material changes to the locations of the wellsites, access roads and facilities may be made by Operator with the consent of Owner, which shall not be unreasonably withheld. Except with respect to the wellsite areas,

access roads and pipeline easements, Operator agrees to waive and relinquish any other use of the surface of the Lands, including without limitation, the right to enter upon the surface of the Lands.

4. **Conduct of Operations**

Operator's operations on the Lands shall be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), local rules and applicable Colorado statutes and case law. No construction or routine maintenance activities will be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of three inches deep, the soil shall be deemed too wet to adequately support equipment. Operator shall be liable for repairing ruts left by contractors, subcontractors and its agents in a timely manner after notice to Operator, alternatively Owner may repair the ruts and Operator will be responsible for Owner's reasonable and necessary expenses billed at current market rates.

5. **Compensation**

6. **Additional Surface Use Provisions:**

With respect to its operations on the Lands, Operator shall comply with the following provisions:

a. **Surface Reclamation:**

- i. Upon permanent cessation of drilling the Wells on each wellsite area the wellsite areas thereof no longer occupied or utilized by Operator shall be restored by Operator to their original contour, including revegetation in the condition prior to the Operator's occupation of the Lands as nearly as is reasonably practicable within 2 months after cessation. After such reclamation of a wellsite, except with respect to the Operations Area, access roads, pipeline easements, and wellsites on which drilling is ongoing or may still occur, Operator agrees to waive and relinquish any other use of the surface of the Lands, including without limitation, the right to enter upon the surface of the Lands.

**b. Access Roads/Facility:**

- i. In exchange for compensation described herein and other valuable consideration, Owner hereby grants, bargains, sells, assigns and conveys to Operator and its successors and assigns an easement and right-of-way for the purpose of constructing, using and maintaining access roads (not to exceed 16 feet in width), locations for facility equipment and subsurface gathering lines for the Wells drilled upon Owner's land flow lines, pipelines, and pipeline interconnections for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil and gas is produced or capable of being produced from any Wells on Owner's land. Owner reserves the right to cross the pipeline easements at approximately right angles.
- ii. Ways of ingress and egress, wellsite areas, surface equipment locations and tanker truck service areas have been agreed to by and between Owner and Operator prior to commencement of operations as delineated on Exhibit A. Operator shall gravel all access roads with at least a 6 inch gravel base with a class 5 road base and maintain them for the duration of Operator's use of the Operation Areas.

**c. Other:**

- i. The compensation provided for herein is acknowledged by Owner as sufficient and in full satisfaction for damages and use of the Lands caused or created by the reasonable and customary entry, right-of-ways, and operation and used of roads and wellsites. However, if by reason of the activities of the Operator, including, but not limited to, drilling, completing, equipping, and operating of the Wells, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, crops, grasses, trees or irrigation systems, for which Owner has not been previously compensated pursuant to Paragraph 5, and upon Owner's notification to Operator, Operator shall repair or replace such items after consultation with and to the reasonable satisfaction of the Owner, which repair or replacement shall be accomplished by Operator within twenty-eight (28) days after final consultation with Owner.
- ii. Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells shall be removed and disposed away from the Lands by Operator no later than 30 days after the completion of the Wells. No such items shall be burned or buried on the Lands by Operator.
- iii. Operator shall keep the Wells pad free and clear of noxious weeds and trash during operations.
- iv. Operator agrees to fence off the perimeter of the wellsites with temporary fencing if reasonably requested by Owner. Operator will install cattle guards where necessary and shall be responsible for restoring Owner's existing fence to its original condition at any point of access.

- v. This Agreement does not relieve Operator from liability due to Operator's negligence or due to spills or discharges of hydrocarbon or toxic substances or hazardous chemicals or wastes, or from leaks or breaks in Operator's pipelines. Damages from environmental contamination or damages by Operator's activities and payable by Operator, shall include, but not be limited to, cost necessary to remediate the site, all fines incurred, and for nonuse of contaminated land by landowner. The compensation provided herein does not relieve Operator from its responsibility and liability to restore and reclaim Owner's Lands.

**7. Default and Right to Cure**

In the event of alleged default by Operator in the payment of any of the sums hereinabove provided to be made, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner shall notify Operator of such alleged default in full and complete detail, in a writing delivered to Operator by certified mail, return receipt requested. Operator shall have thirty (30) days from its actual receipt of the written notification in which to pay, in the event of alleged non-payment, or to commence and diligently pursue a cure of any other alleged default, and upon such lapse of time, should such alleged default still remain in effect, then and only then shall Owner have the right and option to declare a default under this Agreement.

**8. Waivers**

Except as otherwise agreed in a subsequent writing subscribed to by both parties, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent or continuing breach of the same, nor shall any forbearance by Owner to seek a remedy for any particular alleged or actionable breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to any other alleged or actionable breach; however in no event shall Operator be liable for consequential damages.

**9. COGCC Waivers**

Owner hereby waives the minimum 30-day written notice requirement for operations to begin and any other and/or future notice or consultation requirements of the COGCC, including without limitation the provisions and allowed waivers under COGCC Rules 305 and 306.

Additionally, Owner hereby waives the Greater Wattenberg Area ("GWA") special well location, spacing and unit designation requirements of the COGCC, including without limitation the provisions and allowed waivers under COGCC rules 318A.a, 318A.c and 603.a.(2). These GWA waivers are solely intended to minimize surface disturbance on Owner's lands while fully complying with Owner's wishes of this Surface Use Agreement.

**10. Indemnity/Release**

Operator shall, and hereby expressly agrees to defend, indemnify and hold Owner, its subsidiaries and affiliates, its successors, assigns, employees, shareholders, officers, directors, trustees and agents, harmless from and against any and all loss, expense, liens, claims, demands and causes of action of every kind and character (including those of the parties, their agents and employees), for death, personal injury, property

damage or other liability, damage, fine or penalty, including costs, attorney fees and settlements arising out of or in connection with the Operator's operations, activities, and/or work, and any act or omission of Operator or any of its subcontractors, agents, employees, invitees or licensees. Operator is required by COGCC Rule 708 to carry liability insurance and Owner shall be named as an additional insured on any such policy.

**11. Notice for Additional Operations**

Operator shall comply with COGCC rules and regulations and local ordinances, requiring that advance notice be provided to Owner for subsequent operations on the Wells, including, but not limited to, reworking operations thereto. Operator shall pay repair all damages caused by reworking the Wells.

**12. Notices**

Written notice by either Party shall be timely given by United States mail, postage prepaid and addressed to either Party at the address as designated above or to such other place as either Party may from time to time designate by written notice delivered in the way described in this paragraph to the other:

**13. Binding Effect**

The covenants and conditions herein contained and all of the provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, representatives, successors and assigns. Owner agrees to notify any and all tenants of Lands and any other third parties utilizing the surface of the Lands who may be affected by Operator's activities on the Lands. It shall be Owner's sole responsibility to advise such third parties of the existence of this Agreement and Operator's right to utilize the surface of the Lands pursuant to this Agreement; and payment of consideration, if any, which may be due any such third party from Owner as a result of Operator's actions on the Land under this Agreement shall be the sole obligation of Owner.

**14. Confidentiality**

In addition to any other confidentiality requirements provided for herein, Owner agrees to keep the terms and conditions of this agreement confidential and shall not disclose such matters to any third party, unless owner is ordered to do so by specific order of the court in a legal proceeding. Notwithstanding the foregoing, owner may disclose terms to owner's legal advisors, and payment terms to owner's official tax advisors and appropriate government taxing authorities. While the specific terms hereof are to be held in strict confidence by Owner, Operator may at its option record a memorandum of this agreement in Weld County, Colorado and with any other appropriate agency of government.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties and all prior negotiations and representations are merged within this instrument, and the terms of such may not be modified orally or in any other manner other than by agreement in writing signed by all Parties or their respective heirs, representatives, successors or assigns.

**16. Termination**

This Agreement shall remain in effect unless and until specifically abandoned by Operator in a writing delivered to Owner, or filed by Operator in the records of Weld County, Colorado or the Oil and Gas Lease under which the Wells were drilled is terminated. All rights to indemnification and requirements for reclamation and provisions relating thereto shall survive termination of this Agreement.

**17. Counterparts**

This Agreement shall be executed in duplicate originals, each party to retain one such original. This Agreement shall be binding if properly signed and fully executed and sent by facsimile transmitted to the other Parties. Without affecting the validity of the foregoing manner of execution, the Parties agree to follow-up such facsimile executions with standard paper originals signed by the parties as soon as may be practical.

**18. Governing Law and Venue**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Colorado; and Weld County, Colorado, shall be the forum for resolution of all disputes under this Agreement.

**19. Force Majeure**

The passage of any deadline or time relevant under this instrument shall be deemed tolled, and nonperformance of any required obligation that Operator may have under this instrument shall be excused without penalty to Operator as to any time period, in which Operator is prevented or hindered from performing due to any governmental action or inaction, and any force majeure which shall include without limitation any act, circumstance, event or condition beyond the control of Operator which shall include without limitation any act, warning or threat of terrorism, war, revolution, rebellion, insurrection, riot, civil commotion, blockade, embargo, shortage of necessary expertise, and shortage or lack of transportation and delivery of necessary tools, equipment, material and supplies due to market conditions, act or restraint of government, strike, lockout, picketing, boycott, or damage by earthquake, fire, hurricane, tornado, flood, wind, storm, temperature extreme or other weather instability, disaster or condition, or by reason of any other circumstance or combination of same beyond Operator's control.

**20. Attorney's Fees and Costs**

If either party defaults under this Agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the non-defaulting party in enforcing this Agreement, with or without litigation.

**21. Authority of Signatories**

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

22. **Binding Effect**

This Agreement constitutes a covenant running with the Lands and shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors, affiliates, administrators, trustees, authorized representatives, executors and assigns.

23. **Limitation on Rights.** The Lands may not be used in connection with operations not directly related to the Wells subject to this Agreement without Owner's written consent. Operator shall not use, cross, or enter upon the Lands or permit others to use, cross, or enter upon the Lands in connection with any operations not directly related to the Wells.

Agreed to and made effective the date first written above, by the parties:

**OWNER:**

J.C. DRAKE AND ASSOCIATES, INC.,  
EMPLOYEES TRUST

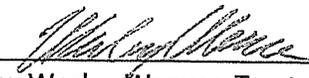
  
\_\_\_\_\_  
By: John C. Drake, Trustee

**OPERATOR:**

VERDAD OIL AND GAS CORPORATION,  
a Texas Corporation

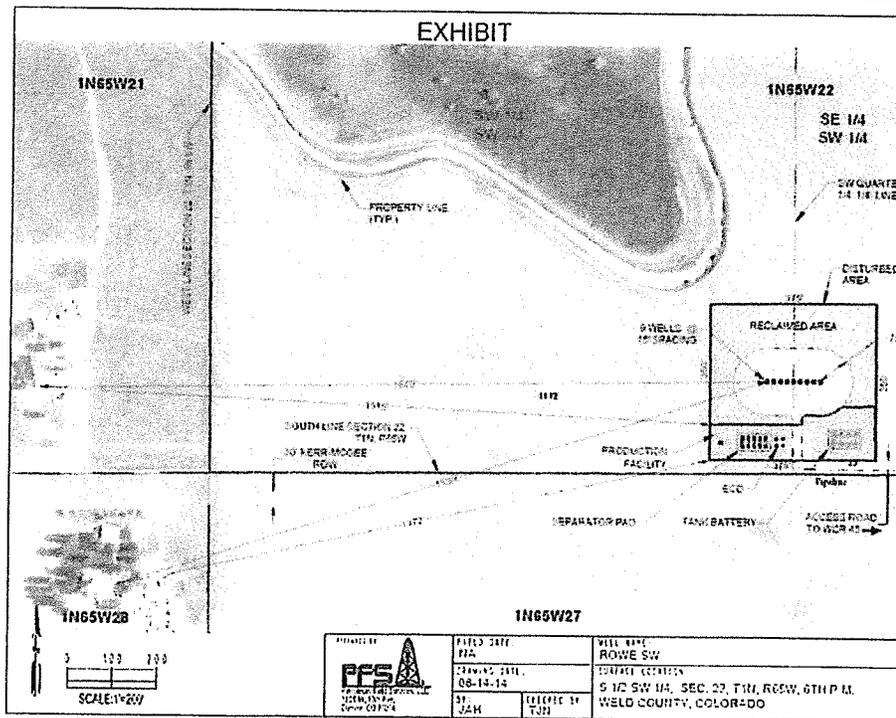
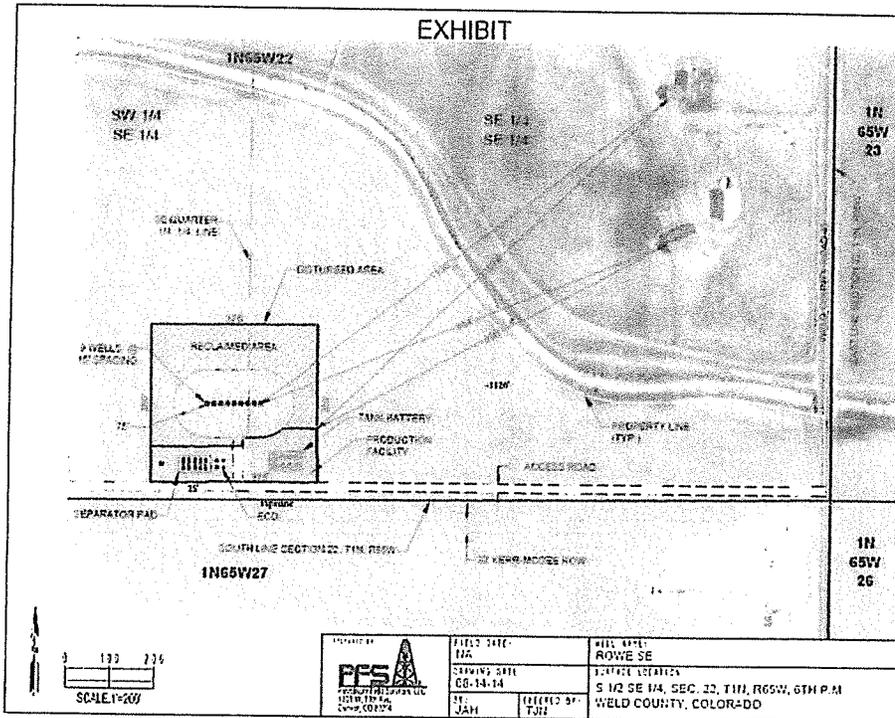
  
\_\_\_\_\_  
By: Philip Davis, Vice President of Land

THE JAMES E. ROWE, JR. FAMILY TRUST

  
\_\_\_\_\_  
By: Wesley Weaver, Trustee

# Exhibit A

TOWNSHIP 1 NORTH, RANGE 65 WEST, 6TH P.M., WELD COUNTY, COLORADO  
 SECTION 22: PT S/2 per "Exhibit A" in Warranty Deed recorded under Reception No. 2322645.



\*Approximately one-half mile between the two wellsites

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**SPECIAL WARRANTY DEED**  
(Sections 22 and 27)



THIS SPECIAL WARRANTY DEED is granted to be effective on November 15, 2019 between **THE JAMES ROWE JR. FAMILY TRUST (“ROWE”)** and **J.C. DRAKE AND ASSOCIATES, INC. EMPLOYEES TRUST (“DRAKE”)** (collectively “Grantors”), and **BNSF DEVELOPMENT CO., LLC, A DELAWARE LIMITED LIABILITY COMPANY (“Grantee”)**, whose address 2301 Lou Menk Drive, GOB-3W, Fort Worth, Texas, 76131-2830.

WITNESSETH, that Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, all of the following described real property in the County of Weld, State of Colorado, together with all rights, privileges and easements appurtenant thereto and all improvements located thereon (collectively, the “Property”):

See Exhibit A attached hereto,

**RESERVING TO GRANTORS**, in the stated proportions, being Drake as to an undivided 50% interest, and Rowe as to an undivided 50%, all of Grantors’ interest in and under and that may be produced from the Property, including without limitation, all royalties due and payable under any applicable oil and gas lease covering the Property. Grantors do hereby RELINQUISH and forever QUITCLAIM unto Grantee, its successors and assigns, surface access with respect to the Property in accordance with the Release of Surface Rights attached as Exhibit “C”. The foregoing shall not preclude Grantors from having the oil, gas and other minerals developed through and under the Property from wellsites located on lands other than on the Property.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of Grantors, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever.

AND Grantors, for themselves, and their successors and assigns, covenants and agree that they shall WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its successors and assigns against all and every person or persons who

lawfully claims the Property or any part thereof, by, through or under Grantors, subject to real estate taxes and assessments for the year 2019 and subsequent years and the matters listed on Exhibit B of this Special Warranty Deed.

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**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION OF THE PROPERTY**

Parcel IV:

The North Half of Section 27, Township 1 North, Range 65 West of the 6th P.M., Weld County, Colorado, excepting therefrom that portion of the 100 foot right of way for the Denver Hudson Canal, said tract being more particularly described as follows:

Beginning at the Northwest corner of said Section 27 from whence the West quarter corner of said Section 27 bears South 00°09'25" West 2644.69 feet and with all other bearings contained herein relative thereto; thence South 89°57'04" East 2641.98 feet to the North quarter corner of said Section 27; thence continuing South 89°57'04" East 2641.98 feet to the Northeast corner of said Section 27; thence South 00°25'10" West 2650.06 feet along the approximate centerline of County Road No. 45 to the East quarter corner of said Section 27; thence North 89°53'36" West 5271.81 feet to the West quarter corner of said Section 27; thence North 00°09'25" East 272.47 feet along the West line of said Section 27 to a point on the Easterly right of way line of the Denver Hudson Canal; thence along said Easterly right of way line the following courses and distances: North 20°38'24" East 74.77 feet; thence North 09°16'33" East 380.39 feet; thence North 17°28'41" West 139.71 feet; thence North 43°41'31" West 63.69 feet to a point on the West line of said Section 27; thence leaving said canal right of way, North 00°09'25" East 1777.51 feet to the point of beginning,

County of Weld,  
State of Colorado

Parcel V:

A tract of land in the South Half of Section 22, Township 1 North, Range 65 West of the 6th P.M., Weld County, Colorado, lying South of the South right of way line of the Denver Hudson Canal as surveyed, said tract being more particularly described as follows:

Beginning at the Southeast corner of Section 22 (1-1/2 inch aluminum cap); thence North 89°57'04" West 5283.96 feet to the Southwest corner (a 3 inch aluminum cap) of said Section 22 and with all other bearings contained herein relative thereto; thence North 00°08'52" East 917.05 feet along the West line of said Section 22 to the South right of way line of the Denver Hudson Canal; thence along said South right of way line of the Denver Hudson Canal the following courses and distances: South 47°35'18" East 29.64 feet; thence South 39°32'19" East 259.77 feet; thence South 64°04'24" East 129.56 feet; thence North 82°50'49" East 246.11 feet; thence South 55°08'04" East 433.97 feet; thence South 82°14'06" East 190.72 feet; thence North 29°11'13" East 205.45 feet; thence North 16°07'52" West 311.65 feet; thence North 09°45'45" East 183.31 feet; thence North 62°05'54" East 115.13 feet; thence North 89°03'28" East 435.02 feet; thence North 46°53'04" East 235.17 feet; thence South 88°59'10" East 97.29 feet; thence South 63°01'31" East 183.56 feet; thence South 52°54'24" East 113.54 feet; thence South 25°50'55" East 162.12 feet; thence South 50°54'01" East 193.68 feet; thence South 81°31'07" East 225.44 feet; thence North 87°18'54" East 171.45 feet; thence South 66°20'02" East 105.27 feet; thence South 34°39'24" East 85.93 feet; thence South 18°06'29" East 153.68 feet; thence South 52°16'35" East 119.55 feet; thence North 83°18'29" East 161.83 feet; thence North 63°54'10" East 187.18 feet; thence North 26°10'32" East 149.56 feet; thence North 00°59'30" East 152.37 feet; thence North 35°27'56" East 66.44 feet; thence North 74°24'50" East 43.18 feet; thence South 77°32'27" East 535.45 feet; thence South 53°33'08" East 218.39 feet; thence South 28°05'33" East 189.08 feet; thence South 40°48'06" East 295.58 feet; thence South 49°26'55" East 131.64 feet; thence South 82°04'35" East 135.61 feet; thence South 84°26'01" East 491.24 feet to a point

on the East line of Section 22; thence leaving said canal right of way, South 00°05'48" West 169.40 feet to the point of beginning,

**EXHIBIT B**  
**TO**  
**SPECIAL WARRANTY DEED**  
**(Sections 22 and 27)**  
**TITLE MATTERS**

1. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;(c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Exhibit B herein.
2. Water rights, claims or title to water.
3. Right of way for county roads 30 feet wide on either side of section and township lines, as established by the Board of County Commissioners for Weld County, in instrument October 14, 1889 in Book 86, page 273.
4. Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, recorded August 8, 1892 in Book 51, page 182 and September 28, 1891 in Book 57, page 148, reserving (1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom and (2) rights of way for ditches and canals constructed under the authority of the United States. (Parcel V)
5. Reservation in United States Patent recorded March 18, 1897 in Book 153, page 40 as follows: "Yet excluding and excepting from the transfer by these presents, "All Mineral Lands," should any such be found in the tracts aforesaid, but this exclusion and exception, according to the terms of the statute shall not be construed to include Coal and Iron Lands." (Parcels II, IV)
6. Reservation of (1) all oil, coal and other minerals underlying subject property; (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals; and (3) the right to ingress, egress and regress to prospect for, mine, and remove oil, coal and other minerals, as contained in Deed from Union Pacific Railroad Company recorded March 12, 1904 in Book 208, page 451. (Parcels II, IV)
7. Rights of way for the Neres Canal as conveyed to Farmers Reservoir and Irrigation Company in deed recorded February 4, 1910 in Book 314, page 485 (Parcel I), October 22, 1909 in Book 310, page 375 and August 11, 1914 in Book 401, page 273 (Parcel V).
8. Rights of way for the Denver Hudson Canal as conveyed to Henrylyn Irrigation District in deed recorded October 19, 1911 in Book 346, page 258 (Parcel IV) and November 23, 1926 in Book 814, page 156 (Parcel V).
9. Contract and Grant of Easement recorded March 30, 1951 in Book 1299, page 198. (Parcel IV)
10. Mineral reservation, as contained in deed recorded January 5, 1967 at Reception No. 1498725. (Parcel IV)
11. General Description of Underground Facilities in Weld County recorded August 31, 1984 at Reception No. 1979784.
12. Notice of underground facilities for Associated Natural Gas, Inc. recorded April 10, 1989 at Reception No. 2175917.
13. Notice of underground facilities for United Power, Inc. recorded January 24, 1991 at Reception No. 2239296.

14. Pipeline Right of Way Agreement recorded September 23, 1991 at Reception No. 2263850. (Parcel V)
15. Survey by Johnson & Associates recorded May 28, 1993 at Reception No. 2334712. (Parcel V)
16. Surface Owner's Agreements recorded November 2, 1994 at Reception No. 2413764 (Parcel 4) and March 6, 1995 at Reception No. 2428986 (Parcel II).
17. Request for Notice of Surface Development recorded October 15, 2007 at Reception No. 3511023.
18. Contract and Grant of Easement, recorded July 13, 2010 at Reception No. 3704960. (Parcels III and IV)
19. Easement, Right-of-Way and Surface Use Agreement recorded June 14, 2011 at Reception No. 3774031. (Parcel IV)
20. Right-of-Way Grant recorded January 21, 2013 at Reception No. 3904542. (Parcels IV and V)
21. Surface Use Agreement dated September 2, 2014 and Amendment to Surface Use Agreement dated January 17, 2019 in favor of Confluence DJ LLC, successor in interest to Verdad Oil and Gas Corporation, as evidenced by Memorandum recorded April 2, 2019 at Reception No. 4478302. (Parcel V)
22. Easements in favor of Verdad Oil and Gas Corporation recorded March 9, 2015 at Reception No. 4088889 (Parcels IV and V) and September 24, 2015 at Reception No. 4145052 (Parcels III and IV).
23. Memorandums of Right of Way and Easement Agreements in a favor of Cureton Front Range LLC, recorded November 16, 2017 at Reception No. 4353143 and Reception No. 4353144. (Parcels III and IV)
24. Waterline Easement and Right of Way Agreements in favor of BNN Colorado Water, Inc. recorded April 11, 2018 at Reception No. 4390116 and at Reception No. 4390117. (Parcels II, III, IV and V)
25. Memorandum of Surface Use Agreement in favor of Verdad Resources LLC recorded August 29, 2018 at Reception No. 4426805. (Parcel V)
26. Memorandums of Right of Way Agreements in favor of Discovery DJ Services, LLC recorded October 5, 2018 at Reception No. 4436593 and Reception No. 4436594. (Parcels III and IV)
27. Memorandums of Right of Way and Easement Agreements in a favor of Cureton Front Range LLC, recorded March 12, 2019 at Reception No. 4473036 and Reception No. 4473040. Amendment recorded May 6, 2019 at Reception No. 4487089. (Parcels I, III and V)
28. Surface Owner's Agreement recorded December 14, 1987 at Reception No. 02124648. (Parcel IV)

**EXHIBIT C  
TO  
SPECIAL WARRANTY DEED**

**RELEASE OF SURFACE RIGHTS**

**J.C. DRAKE AND ASSOCIATES AND THE JAMES E. ROWE JR. FAMILY TRUST** ( collectively "Mineral Rights Owner"), whose addresses respectively are 2550 East Alameda Circle, Denver, Colorado 80209 and 220 N. Shield Street, Fort Collins, Colorado 80521, for and in consideration of the sum of Ten & 00/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, by these presents, does hereby, for themselves, their successors and assigns, waive, release and forever relinquish and quitclaim unto **BNSF DEVELOPMENT CO., LLC, A DELAWARE LIMITED LIABILITY COMPANY**, whose address is 2301 Lou Menk Drive GOB-3W, Fort Worth, Texas 76131-2830 and its successors and assigns (the "Surface Owner"), all of Mineral Rights Owner's existing interests in the surface rights, including the right of ingress and egress for any purpose affecting the Property, described on EXHIBIT A herein.

MINERAL RIGHTS OWNER REPRESENTS THAT THEIR PREDECESSORS IN TITLE PREVIOUSLY ENTERED INTO AN OIL AND GAS LEASE WITH TERRA RESOURCES, INC., (THE "LEASE"), WHICH WAS RECORDED ON SEPTEMBER 17, 1970 AT RECEPTION NO. 1554762 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER. THE LEASE WAS ASSIGNED TO MINERAL RIGHTS OWNER BY ASSIGNMENTS RECORDED JANUARY 26, 1993 AT RECEPTION NO. 2319385 AND FEBRUARY 4, 1993 AT RECEPTION NO. 2320711. NO PROVISION HEREIN SHALL PREVENT OR LIMIT THE OPERATOR FROM EXERCISING ANY RIGHTS TO USE THE SURFACE OF THE PROPERTY PURSUANT TO THE TERMS OF THE LEASE.

Nothing set forth herein shall prevent or limit Mineral Rights Owner from accessing any minerals underneath the Property to which Seller has retained title by slant drilling, subterranean entry or any other means or operations conducted on the surface of any property other than the Property or by any other suitable means or methods, provided however, that any such slant drilling, subterranean entry or other operations conducted on the surface of any such other property or such other suitable means or methods can be employed without entering upon or using the surface of all or any portion of the Property, and without impairing any structures, improvements or appurtenances, or the use or the lateral or subadjacent support thereof, located or to be located on the Property and without any other material interference with the Surface Owner's use of the surface of the Property. From the date of this Release and thereafter, Mineral Rights Owner expressly waives any right to use the surface or the first three hundred (300) feet of the subsurface of the Property to explore for the minerals herein reserved.