

# Surface Owner Consent for Temporary Surface Use

## Property Description:

Township 3 South, Range 65 West, of the 6th P.M.  
Section 29: NWNE/4  
Adams County, Colorado (the “**Property**”)

## Well Description:

Emma E McVey #1 Well (API No. 05-001-06531) (the “**Well**”)

The Aurora Highlands LLC (“**AH**”) as surface owner of the Property, hereby grants to Crestone Peak Resources Watkins Holdings LLC, a Delaware limited liability company (“**Crestone**”) a temporary easement to re-enter the Property in order to re-plug and abandon the above described Well and consents to Crestone’s temporary use of the Property for such purpose. Crestone represents that it has the right under applicable law and regulation to conduct the proposed operation on the Well. Crestone will conduct its operations on the Property with due care, in accordance with applicable law, and in compliance with all applicable leases and agreements, and will prevent and immediately remediate any pollution or other release of any hazardous substance on or from the Property arising out of its operations.

AH waives all payment for surface damage and any other payment for the use of the Property pursuant to any current or future COGCC or local regulation, state statute, ordinance, or common law for the re-entry described, within the Property.

Crestone, its lessees, and its assignees may provide a copy of this agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver.

The parties shall mutually agree to the access location and road and timing of the re-entry operations prior to Crestone entering the Property to perform operations.

The approximate schedule for the re-entry operations are:

Find well: 1-3 days  
Build Location: 8-10 days  
Rig work: ~10-15 days  
Cut and Cap: 1 day  
Reclamation: 5-7 days

Crestone shall release, hold harmless and indemnify AH, and its successors, assigns, employees, officers, directors, members, lessees, licensees, guests, invitees, contractors and subcontractors, from and against any claim by a third-party and any loss, damage, liability, obligation, suit, cause of action, judgment, settlement, penalty, fine, cost or expense (including fees and disbursements of attorneys and other professionals and court costs) to the extent arising from matters arising directly or indirectly from Crestone's negligence, use, operations, occupation or control of the Property.

Each party to this agreement shall hold the other party harmless, release and indemnify the other party, and their respective successors, assigns, employees, and officers, from and against any claim of injury to the indemnifying party's employee or invitee or to the employee or invitee of its respective agent, representative, contractor, or subcontractor, arising out of the operation contemplated by this Agreement, regardless of fault, except that this release and indemnity shall not apply to any injury arising out of the gross negligence or willful misconduct of the indemnified party.

AGREED AND CONSENTED TO:

Aurora Highlands, LLC  
By: CGF Management, Inc., a Nevada  
corporation



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Name: Carlo G. Ferreira  
Title: President  
Date:

Crestone Peak Resources Watkins  
Holdings LLC

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Name: Shea Kauffman  
Title: VP of Land  
Date: