

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

This Surface Use Agreement and Grant of Easement ("**Agreement**") is made and entered into this 27th day of August, 2021 ("**Effective Date**"), by and between **Tom Schmerge, also known as Thomas P. Schmerge**, whose mailing address is 7754 County Road 60, Windsor, CO 80550 (the "**Owner**"), and **Incline Operating, LLC**, whose address is 5011 N. Central Expressway, Dallas, TX 75205 ("**Operator**"). Owner and Operator are sometimes referred to herein individually as a "**Party**," or collectively as the "**Parties**."

RECITALS

- A. WHEREAS, Owner owns the surface estate for the following described lands located in Weld County, Colorado (the "**Lands**");

TOWNSHIP 5 NORTH, RANGE 67 WEST, 6TH P.M.
SECTION 4: SE/4

CONTAINING 160.00 ACRES, MORE OR LESS

- B. WHEREAS, Operator, and/or its affiliates, owns working interests in oil and gas leases covering all or portions of the Lands, lands pooled or included in spacing units therewith, and/or lands adjacent thereto (each a "**Lease**," and collectively, "**Leases**"), and in connection with such rights, desires to use the Lands for oil and gas development activities, including but not limited to, the Operations, as hereinafter defined; and
- C. WHEREAS, notwithstanding Operator's leasehold rights to access and use the Lands, Operator and Owner desire to enter into this Agreement to provide for cooperation between the Parties, to set forth the Parties' rights and obligations with respect to the development and use of the Lands to accommodate Operator's Operations, to mitigate surface disturbances and environmental impacts, and to provide for the mutual enjoyment of the Party's respective rights in and to the Lands.

AGREEMENT

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

1. **TERM.** Each Party covenants and agrees that it shall strictly observe the terms and conditions regarding surface occupancy set forth in this Agreement. Unless otherwise mutually agreed to by the Parties, this Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall continue in full force and effect until the later to occur of (i) Operator has permanently ceased Operations on the Lands or (ii) the date that is five (5) years from Effective Date (the "**Term**") if Operator has not commenced Operations within such Term, and in either event provided that Operator has plugged and abandoned all well(s) on the Lands and conducted reclamation in accordance with applicable COGCC rules and regulations, except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement. To the extent a moratorium or a restrictive governmental law or regulation prevents Operator from performing Operations during the Term, the Term shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place.

2. **COMPENSATION.** Operator shall provide compensation as described in that certain payment agreement between Operator and Owner dated as of the Effective Date herein (the "Payment Agreement"), entered into between Owner and Operator, as full consideration for the rights of access and use of the Lands as described herein and as full settlement and satisfaction of all damages growing out of, incident to, or in connection with usual and customary Operations located on the Lands.
3. **GRANT OF EASEMENT; USE OF LANDS; ACCESS.** Owner hereby grants to Operator and its affiliates the rights to conduct Operations on the Lands as follows:
 - a. **Grant of Access.**
 - i. Operator is hereby granted a permanent easement, during the Term of this Agreement, to operate any existing wells and/or drill, construct, complete, develop, produce, maintain, re-work, and operate any future wells on the Lands, including vertical, lateral, horizontal and directional wells (and the facilities associated therewith) that produce from and drain all or portions of the Lands or any adjacent properties, provided that such locations must be permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC or to the extent Owner waives such requirements pursuant to this Agreement. Owner further hereby grants and conveys to Operator the right of ingress and egress on, across, and along the Lands, including such additional rights of way, easements, and access necessary and advisable for Operator's Operations (as defined below). Operator's proposed plan of operations includes the designated access roads and right-of-way corridor (the "Access Road and Pipeline Corridor(s)"), tank battery site, production facility site, and other facility sites collectively, the "Operations Area(s)") as depicted on Exhibit A. Owner hereby grants to Operator the right to nonexclusive use of the Operations Area(s) located on the surface of the Lands and depicted in Exhibit A, or any supplement thereto, and to use the subsurface of the Lands, all in the conduct of Operator's Operations. As used in this Agreement, "Operations" shall mean any oil and gas operations, including, but not limited to, permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, water recycling, water storage (including but not limited to, the use of modular large volume water tanks), exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning of wells, together with accessing, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities including gathering, storage, transportation and processing facilities, as well as associated flowlines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to vertical, directional, horizontal or lateral wellbores. Except as provided for in Section 4 below, all oil, gas, well operations area, tank batteries, water tanks, automation towers, other facilities or production facilities shall be located on the Operations Area(s), all Access Roads (as defined below) shall be located in the Access Road Corridor(s) and Lines (as defined below) shall be located in the Pipeline Corridor(s), all of Operator's Operations on the Lands shall be confined to the Access Road Corridor(s), Pipeline Corridor(s) and the Operations Area(s).

b. **Access Roads.**

- i. **Grant.** To the extent reasonably practical, Operator shall use existing roads to access the Operations Area(s) and Pipeline Corridor(s) and to conduct Operations on the Lands. Notwithstanding the foregoing, Owner grants to Operator a non-exclusive easement on and across the Lands, including other lands owned, leased or claimed by Owner which are adjacent to or contiguous with the Lands, to construct one or more roads (an "Access Road") for ingress and egress by Operator, in the event reasonably necessary for Operator to access the Operations Area(s) and Pipeline Corridor(s) and to conduct its Operations.
- ii. **Construction.** Access Roads shall be limited to sixty feet (60') wide and one hundred feet (100') in length at the access point; the remainder of the corridor shall be a width of twenty feet (20') and shall be constructed along the boundary lines of the Lands, or along the section lines of the Lands, to the extent reasonably practical. Culverts shall be installed at ditch and drainage crossings when requested in writing by Owner and shall be sized to prevent obstruction to the free flow of the volumes of water being carried, inclusive of flood stages. Operator shall protect all water sources and conveyance structures, including but not limited to the natural flow of creeks, wells, and ditches, from all Operations and shall immediately remedy any diversion, curtailment, or blockage of water flows or contamination of water sources. If Owner or Operator elects to lock any gate on the Access Road, keys shall be provided to the other Party.
- iii. **Maintenance.** The use and construction of any Access Road shall not include a right of use by the general public. Operator shall be responsible for maintaining all Access Roads and any existing roads utilized by Operator, at Operator's sole cost and expense, provided however, that Operator may seek contribution for construction and maintenance costs from any third-party, in the event Owner grants such third-party an easement or right of way, or otherwise authorizes such third-party to use any Access Road or existing road.

c. **Lines.**

- i. **Grant.** Operator has a continuing right and entitlement to install, own, operate, maintain, repair and replace all flowlines, water lines, electric lines, gathering lines and other pipelines (together, the "Lines") that may be necessary or convenient to its Operations on the Lands, depicted as "Pipeline Corridor" on Exhibit A. Owner further agrees to execute a recordable Pipeline Right-of-Way Grant for all Lines constructed in the Pipeline Corridor with Operator, its affiliates and its third-party gatherers. It is the Operator's intent to confine the location of such Pipeline Corridor to what is set forth in Exhibit A. Either Party, however, may propose relocation of the Pipeline Corridor(s) (including existing pipelines within the Pipeline Corridor) to a location other than the location indicated on Exhibit A, or Operator may propose an additional right of way outside of the Pipeline Corridor.
- ii. **Construction.** All underground Lines shall be buried a minimum of forty-eight inches (48") below the surface and Operator shall, when reasonably practical, place all Lines in the same trench and along and adjacent to existing roads or the Access Roads. Operator may install as many Lines in a single trench as it desires. The Lands disturbed during installation or maintenance of underground Lines will be

limited to approximately 100 feet in width, during such temporary period of installation or maintenance, and otherwise shall be limited to 75 feet in width. Operator may also install temporary Lines above ground, provided such temporary Lines are removed within 180 days from the date of installation.

- d. Owner acknowledges that Operator now owns, or may in the future acquire, leasehold rights covering lands adjacent to or in the vicinity of the Lands. Owner hereby grants Operator the right to use the Operations Area, Access Road Corridor or Pipeline Corridor in connection with Operator's Operations on such other lands, and to access, or transport oil, gas, water or other substances to or from such other lands.
4. **SUBSURFACE EASEMENT.** Owner hereby grants to Operator a subsurface easement, anywhere on the Lands, during the term of this Agreement, for passage of any portion of any wellbore for any of Operator's oil or gas wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the well bore and all structures appurtenant thereto. This subsurface easement shall run with the Lands and shall terminate with this Agreement, provided, however, some underground appurtenances, including, but not limited to, the wellbore, well casing, production tubing and cement shall be allowed to remain in place following termination of this Agreement. Notwithstanding anything to the contrary in this paragraph, the subsurface easement shall not include the rights for underground gas storage, sequestration of any substances, third-party gathering lines, or underground disposal of waste.
5. **CHANGES TO OPERATIONS AREA.** Changes to the Operations Area, Access Road Corridor, or Pipeline Corridor, may only be made by mutual consent of Operator and Owner, which shall not be unreasonably withheld, but any such changes will not unduly interfere with Owner's existing use of the Lands.
6. **CONDUCT OF OPERATIONS.** Operator's Operations on the Operations Area will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the COGCC and applicable Colorado law.
7. **NO COMMITMENT OF DEVELOPMENT.** Exhibit "A" represents potential future Operations, but Operator makes no commitment to drill any Well on the Lands. Additionally, the bottom-hole locations for any future Wells and the minerals produced from such Wells will be determined by Operator in its sole discretion.
8. **ADDITIONAL SURFACE USE PROVISIONS.** With respect to its Operations, Operator shall comply with the following provisions:
 - a. **Surface Reclamation** (collectively, "**Reclamation**"): Operator agrees to perform all reclamation in accordance with the rules and regulations of the COGCC, unless a variance is granted by the COGCC upon the request of Owner or Operator. All guy line anchors for drilling and completion rigs shall be immediately removed after such work is completed.
 - b. **Drainage:** Operator shall install culverts on the portions of the Lands utilized for Operations as may be necessary to maintain the drainage and irrigation existing on the Lands as of the Effective Date.
 - c. **Property Damage:** If, by reasons directly resulting from the Operations of the Operator, there is damage to the Lands, or real or personal property located on the Lands, including but not limited to irrigation wells, fences, culverts, bridges, pipelines, ditches, and/or

irrigation systems, and for which Owner has not previously received Consideration, in Operator's sole discretion, (i) the damage will be promptly repaired, (ii) the damaged property will be promptly replaced by Operator, or (iii) Operator shall pay reasonable compensation to Owner for the damage or an amount equal to the reasonable costs to repair the damage. Any failure to reach mutual agreement with respect to such repair, replacement or compensation shall not, however, be deemed to constitute a breach or abrogation of this Agreement, nor to terminate or diminish the grants, conveyances, rights and obligations contained herein.

- d. **Operations/Cleanliness:** Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for Operations shall be removed from the Lands no later than thirty (30) days after the initial location, drilling and completion of the Wells. No such items will be burned or buried on the Lands. Additionally, the Operations Area, Pipeline Corridor, and the Access Road Corridor shall be kept free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production.
 - e. **Fencing:** During the initial location, drilling and completion portions of the Operations, the locations of the Wells within the Operations Area shall be fenced if requested by Owner in writing. Operator shall also install cattle guards and/or gates where reasonably necessary.
 - f. **Topsoil:** In all Operations conducted by Operator on the Lands requiring the removal of soil, the topsoil will be separated from the subsurface soil and following the completion of Operations, Operator will place the topsoil and subsurface soil back in proper order and restore the surface of the Lands disturbed by such Operations to its original condition and contour as nearly as practicable.
9. **DEFAULT AND RIGHT TO CURE.** In the event of alleged default by Operator in the performance of this Agreement, Owner shall notify Operator, by certified mail, return receipt requested, of such alleged default. Operator shall have thirty (30) days from receipt of such written default notification in which to cure, dispute or otherwise respond to Owner before any formal proceedings may be initiated by Owner. Except as otherwise agreed in writing, no waiver by Owner of any breach by 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 breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach; however in no event will Operator be liable for consequential damages.
10. **RELEASE; INDEMNITY.** 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. Owner hereby releases and agrees to hold harmless Operator from any and all liability for damages to the Lands which arise from, out of or in connection with the Operations for which Consideration has been paid to Owner. Operator agrees to indemnify and hold Owner harmless from any and all claims, damages and causes of action arising out of the Operations on the Lands that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the premises at the request of Operator.
11. **NONEXCLUSIVE USE.** The rights of Operator to use the Lands are nonexclusive, and Owner reserves the right to use all Access Roads and all surface uses of the Lands, and upon consent of the Operator, which shall not be unreasonably withheld, to grant successive easements

on or across the Lands on such terms and conditions as Owner deems necessary or advisable, in each case, provided they do not unreasonably interfere with the Operations of Operator. Notwithstanding the foregoing, neither Owner nor any third-party shall have the right to access the Operations Area(s) being used by Operator for its Operations without the consent of Operator, which in the case of any third-party, may be withheld by Operator in its sole discretion. In the event Operator consents, access to the Operations Area(s) shall be at the sole risk of Owner or such third-party and Owner shall indemnify and hold harmless the Operator and any of its employees, officers, directors, agents or affiliates against any losses or damages incurred as a result of such access.

12. CONSENTS AND WAIVERS.

- a. Without limitation of the rights granted to Operator under Section 3(b), Owner hereby waives the following notices, or grants the following consent, as applicable, as required by Weld County and the COGCC and any comment periods attributable thereto:
 - i. Weld County Code Sec. 23-2-1020.B Weld Oil and Gas Location Assessment (WOGLA) Notice and Comment Period
 - ii. COGCC Rule 309.b – Required Consultation with Surface Owner
- b. In the event the Surface Owner leases any portion of the property, Surface Owner shall obtain agreement from the tenant to work with the Operator on all necessary consents and waivers.
- c. Owner shall not oppose Operator in any COGCC or other governmental proceedings related to Operator's operations, including, but not limited to, permitting, formation of units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator or its successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

Owner will not locate any lot line, building, or structure within the Operations Area(s), or within any setback area required under the COGCC rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines and once the Wells are drilled, the setbacks therefrom shall be according to local regulations that establish setbacks of buildings from existing oil and gas facilities. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Operator's facilities on the basis of setback requirements in the laws, rules and regulations of the COGCC, as they may be amended from time to time, the state of Colorado, or any city, county or other municipality or local government. Operator or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner agrees not to object to Operator's use of the surface so long as such use is consistent with this Agreement. Owner will provide Operator or its successors and assigns with whatever written support they may reasonably require in obtaining permits from the COGCC or any state or local jurisdiction.

13. NOTICE/CONSULTATION.

- a. Owner Consultation. Operator will consult in good faith with Owner prior to commencing Operations on the Lands with heavy equipment. Operator will provide Owner with a copy of the COGCC Form 2A ("Oil and Gas Location Assessment") pertaining to the Lands

upon submission by the Operator to the COGCC. Owner agrees not to object to the Operator's proposed Operations, so long as it is consistent with this Agreement, and hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 ("Application for Permit to Drill") for the well(s). Owner shall not oppose Operator in any COGCC or other governmental proceedings related to Operator's Operations, including but not limited to permitting, formation of drilling units, well spacing or pooling, provided that Operator's position in such proceedings is consistent with this Agreement. Owner expressly acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of Operator to reasonably accommodate Owner's use of the surface of the Lands, existing or future, and waives any statutory or common law claim to the contrary. Owner acknowledges receiving from Operator a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as a surface owner.

b. Surface Tenant Notice. All consultations will be conducted directly with Owner unless otherwise designated by written request of Owner. Accordingly, Owner, or Owner's designee, shall have the responsibility of notifying any affected surface tenant, surface lessee or other third-party who may own or have an interest in any crops or surface improvements which could be affected by the Operations, and to allocate the payments made under this Agreement, together with the Payment Agreement, to the surface tenant, surface lessee or other third-party in an amount as such parties shall mutually determine between themselves. Owner agrees that all damages claimed by a surface tenant, surface lessee or other such party resulting from the Operations shall be settled by Owner, and Owner hereby agrees to release, discharge, indemnify and hold Operator harmless from and against any such claims together with any claims related to allocation of payments made under this Section 12(b).

14. **NOTICE FOR ADDITIONAL OPERATIONS.** Operator will comply with the COGCC Rules requiring that advance notice be provided to Owner for major Operations subsequent to the initial location, drilling and completing on the Wells.
15. **NOTICES.** Notice by either Party as required or contemplated by this Agreement shall be promptly given, orally, if possible, with subsequent written confirmation sent by United States mail, postage prepaid and addressed to either Party at the address as designated below; or to such other place as either Party may from time to time designate by notice in writing to the other:

Owner(s):
Tom Schmerge
7754 County Road 60
Windsor, CO 80550

Operator:
Incline Operating, LLC
5011 N. Central Expressway
Dallas, TX 75205
Attn: Mr. William Francis

16. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by agreement in writing signed by all Parties or their respective successors or assigns.
17. **LIEN WAIVER.** Owner waives any and all lien rights it may now or later have in equipment installed or located on the Lands in connection with the Operations. Owner agrees to

keep the Lands free and clear of liens and shall immediately notify Operator if it becomes aware of any liens filed against the Lands.

18. **REASONABLE ACCOMMODATION.** Owner acknowledges the right to use of the Lands by Operator as herein described is expressly granted to Operator, its successor and assigns; therefore, Owner further acknowledges that Operator's use of the Lands as contemplated herein shall constitute "reasonable accommodation" by Operator, its successors and assigns, with respect to Colorado Revised Statute §34-60-127.
19. **COUNTERPARTS.** This Agreement may be executed by facsimile or electronic scan, in counterparts, each of which will be considered an original and enforceable against either Party.
20. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be exclusively in the state district court(s) of Weld County, Colorado.
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. Owner further represents that Owner is lawfully entitled to receive payments due under this Agreement and that there exist no liens, judgments or other encumbrances pursuant to which third parties claim, may claim, or are entitled to such payments.
22. **SUCCESSORS.** This Agreement constitutes a covenant running with the Lands, and is binding upon, inures to the benefit of, and is enforceable by, the Parties and their respective successors, affiliates, administrators, trustees, executors and assigns.

IN WITNESS WHEREOF, the Parties have set their hands, the day and year first written above, to be effective for all purposes on the Effective Date.

OPERATOR:
Incline Operating, LLC



By: William Francis
Title: Managing Partner

OWNER:
Tom Schmerge

By: Tom Schmerge

keep the Lands free and clear of liens and shall immediately notify Operator if it becomes aware of any liens filed against the Lands.

18. **REASONABLE ACCOMMODATION.** Owner acknowledges the right to use of the Lands by Operator as herein described is expressly granted to Operator, its successor and assigns; therefore, Owner further acknowledges that Operator's use of the Lands as contemplated herein shall constitute "reasonable accommodation" by Operator, its successors and assigns, with respect to Colorado Revised Statute §34-60-127.
19. **COUNTERPARTS.** This Agreement may be executed by facsimile or electronic scan, in counterparts, each of which will be considered an original and enforceable against either Party.
20. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be exclusively in the state district court(s) of Weld County, Colorado.
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. Owner further represents that Owner is lawfully entitled to receive payments due under this Agreement and that there exist no liens, judgments or other encumbrances pursuant to which third parties claim, may claim, or are entitled to such payments.
22. **SUCCESSORS.** This Agreement constitutes a covenant running with the Lands, and is binding upon, inures to the benefit of, and is enforceable by, the Parties and their respective successors, affiliates, administrators, trustees, executors and assigns.

IN WITNESS WHEREOF, the Parties have set their hands, the day and year first written above, to be effective for all purposes on the Effective Date.

OPERATOR:
Incline Operating, LLC

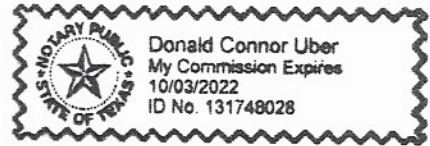
By: William Francis
Title: Managing Partner

OWNER:
Tom Schmerge


By: Tom Schmerge

STATE OF Texas
COUNTY OF Dallas

ACKNOWLEDGEMENT



BEFORE ME, the undersigned, a Notary Public, personally appeared **William Francis**, as **Managing Partner of Incline Operating, LLC**, on this 31st day of August, 2021 to me known to be the identical person(s), described and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

10/03/2022

DC Uber
Notary Public
(Print Name) Connor Uber

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, personally appeared **Tom Schmerge** as on this _____ day of _____, 2021 to me known to be the identical person(s), described and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

Notary Public
(Print Name) _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, personally appeared **William Francis, as Managing Partner of Incline Operating, LLC**, on this _____ day of _____, 2021 to me known to be the identical person(s), described and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

Notary Public
(Print Name) _____

ACKNOWLEDGEMENT

STATE OF Colorado

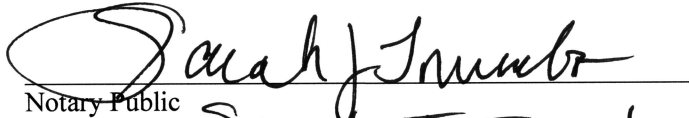
COUNTY OF Weld

30th BEFORE ME, the undersigned, a Notary Public, personally appeared **Tom Schmerge** as on this August, 2021 to me known to be the identical person(s), described and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

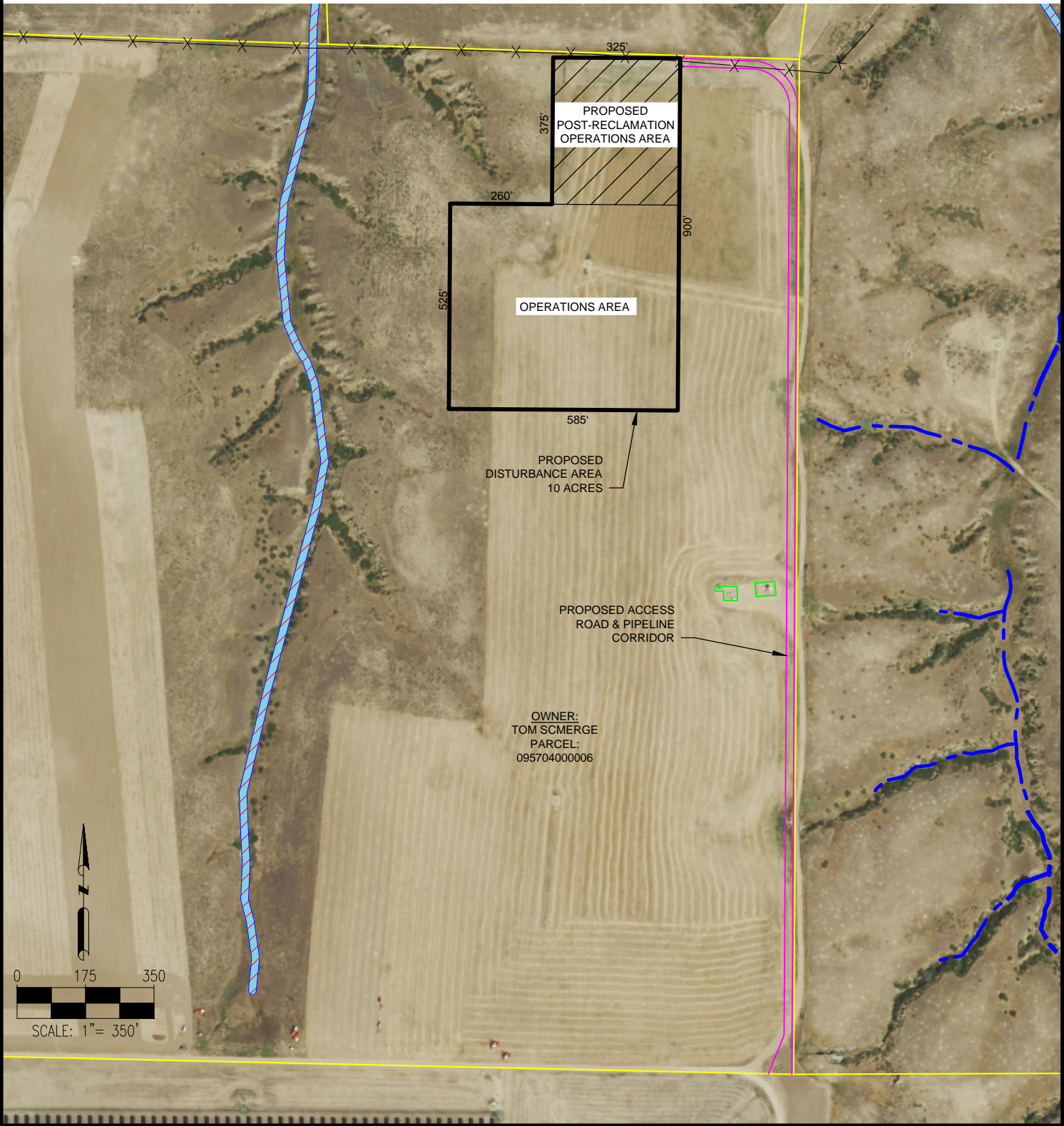
02/01/2023



Notary Public
(Print Name) Sarah J Trumbo

Sarah J Trumbo
Notary Public
State of Colorado
Notary ID 20024029317
My Commission Expires February 1, 2023

SCHMERGE PAD
EXHIBIT A



LEGEND:

- | | |
|--|---------------------|
| = DISTURBANCE AREA | = WETLAND |
| = PROPOSED ACCESS ROAD & PIPELINE CORRIDOR | = EXISTING FACILITY |
| = PROPERTY LINE | = FENCE |
| | = STREAM |

DISCLAIMER:
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.

DATA SOURCE:
AERIAL IMAGE: NAIP 2019
NHD: USGS

PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

ASCENT
GEOMATICS SOLUTIONS

8620 Wolff Court
Westminster, CO 80031
(303) 928-7128
www.ascentgeomatics.com

FIELD DATE:	N/A
DRAWING DATE:	08-26-21
BY:	CSG
CHECKED:	IJM

SITE NAME:	SCHMERGE PAD
SURFACE LOCATION:	NE 1/4 SE 1/4 SEC. 4, T5N, R67W, 6TH P.M.
	WELD COUNTY, COLORADO

PREPARED FOR:

INCLINE
ENERGY PARTNERS