

**SURFACE USE AGREEMENT
AND GRANT OF EASEMENT**

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 4th day of April, 2023, ("Effective Date") is made by and between Libsack Farms, LLC, a Colorado limited liability, with an address of 23981 WCR 64, Greeley, CO 80631 ("Owner"), and Noble Energy, Inc., a Delaware corporation, with an address of 2001 16th Street, Suite 900, Denver, Colorado 80202 ("Noble"). Owner and Noble are each a "Party" and collectively are the "Parties."

RECITALS

A. Owner owns the surface estate for the following described lands in Weld County, Colorado, said lands herein referred to as the "Property":

Township 6 North, Range 65 West 6th P.M.
Section 36: NE/4

B. Noble owns certain oil and gas leasehold rights in and to the Property, and in connection with such rights, desires to use the Property for oil and gas development activities, including but not limited to the Operations, as further defined in Section 2(A).

C. Notwithstanding Noble's leasehold rights to access and use the Property, Noble 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 Property to accommodate Noble'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 Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the covenants made in this Agreement and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby confessed and acknowledged, the Parties agree as follows:

Section 1. Term.

A. 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 date that is three (3) years after the Effective Date (the "Initial Term"), unless Operations are being conducted on the Property, in which case the Initial Term shall automatically continue until the permanent cessation of such Operations. In the event that Noble has not commenced Operations during the Initial Term, the Initial Term shall automatically extend for an additional period of three (3) years (the "Extended Term") unless Noble provides not less than thirty (30) days' advance written notice prior to the end of the Initial Term to Owner of Noble's intent not to utilize the Extended Term. If Noble commences Operations during the Extended Term, the Extended Term shall automatically continue until the permanent cessation of such Operations. If Noble does not commence construction before expiration of the Extended Term, the Agreement shall terminate. Construction commences when Noble moves soil on the Property.

B. To the extent a moratorium or a restrictive governmental law or regulation prevents Noble from performing Operations during the Extended Term, then the Extended Term shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. However, in no event shall the Extended Term be continued more than two (2) years after the commencement of the applicable moratorium or restrictive law or regulation. No act or failure to act on the part of Noble shall be

deemed to constitute a cessation of Operations, abandonment or surrender of this Agreement or of any part of it, except upon recordation by Noble of an instrument specifically terminating this Agreement.

C. In the event that Noble commences Operations within the Initial Term or the Extended Term (as applicable), this Agreement shall terminate upon completion of the reclamation activities specified in Section 8 of this Agreement.

Section 2. Grant of Easements; Use of Property; Access. Owner hereby grants to Noble and its affiliates the rights to conduct Operations on the Property as follows:

A. Owner hereby grants to Noble, including third party gatherers for the benefit of Noble, easements and the rights during the Initial Term and the Extended Term of this Agreement to conduct oil and gas operations within the Exclusive Operations Area described in Exhibit A that include but are not limited to the following operations:

- 1) Federal, State, County and local permitting activities;
- 2) Obtaining consents and waivers;
- 3) Conducting environmental impact assessments and evaluations;
- 4) Surveying;
- 5) Conducting lease maintenance activities;
- 6) Exploration and drilling activities, including the drilling of horizontal and directional wells;
- 7) Stimulation, completion, re-stimulation, re-completion, re-entering, deepening, re-working, equipping, production activities, maintenance activities, maintenance and operation of existing wells;
- 8) Wellbore integrity monitoring and mitigation measures,
- 9) Plugging and abandonment of wells,
- 10) Activities related to flowlines, gathering lines, water lines (fresh and treated) utility lines, electric lines, and other pipelines (collectively, the "Lines"); and

The rights of ingress and egress in connection with any of the activities specified in this Section 2(A), together with access, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities, including gathering, storage, and production and processing facilities, tank battery sites, water transportation lines and recycling facilities, as well as associated Lines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to vertical, directional, horizontal or lateral wellbores (collectively, "Operations"). The rights to conduct Operations include Operations that produce oil and gas from and drain all or any portions of the Property and Operations that produce oil and gas from and drain all or any portions of any lands other than the Property.

B. Except as specified in Section 2(C), Owner hereby grants to Noble an exclusive and continuous easement during the Initial Term and the Extended Term of this Agreement and shall set aside and provide to Noble, for Noble's exclusive use and Operations that portion of the Property depicted on Exhibit A as the "Exclusive Operations Area" (such parcels collectively, the "Exclusive Operations Area,"

and each, an "Exclusive Operations Area"). The Exclusive Operations Area includes the area that is through, upon, in, on, under, along, over the Access Road located within the Exclusive Operations Area. Noble may conduct and locate Operations at any location in the Exclusive Operations Area, provided that such locations must be permitted locations or exceptions under the then applicable regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") and Weld County Oil and Gas Energy Department. Without limiting the forgoing, Noble is hereby expressly granted consent to locate any number of wells and production and processing facilities within the Exclusive Operations Area, and Owner shall fully support Noble's efforts to permit such wells, including granting necessary consents or waivers. Owner hereby waives its right to and covenants that Owner shall not protest or object to any such exception location or application for the same by Noble, provided that such exception location is otherwise consistent with this Agreement.

C. At all times during the Initial Term and the Extended Term, Owner shall retain access to the Access Road now existing or hereafter constructed within the Exclusive Operations Area, provided that such access does not interfere with the Operations.

D. Noble shall install culverts within the Exclusive Operations Area 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. Noble shall protect all water sources and conveyance structures located within the Exclusive Operations Area, including but not limited to the natural flow of creeks, wells, pivots, and ditches, from all Operations and shall immediately remedy any diversion, curtailment, or blockage of water flows or contamination of water sources that are the direct result of the Operations. If Owner or Noble intends to install a lock on any gate on the Access Road, the Party that installs the lock shall provide not less than seven (7) days' notice to the other Party. Prior to the installation, the Party that installed the lock shall provide keys to the other Party.

E. Use of the Access Road shall be limited to: (i) Owner; (ii) Noble; (iii) affiliates of Noble; (iv) contractors hired by Noble to facilitate the Operations; and (v) invitees of Noble. Noble shall maintain the Access Road until expiration of the Agreement at its sole cost and expense.

F. It is Noble's intent to confine access and Lines to the Exclusive Operations Area. Either Party, however, may propose relocation of, or Noble may propose additional Lines outside of the Exclusive Operations Area. Such relocation or additional Line shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing any relocation shall bear all associated costs. Owner further agrees to execute further right-of-way grants for all Lines constructed in the Exclusive Operations Area with Noble, its affiliates and its third-party gatherers. In the event that Noble seeks to install Lines outside of the Exclusive Operations Area, Owner must provide written consent and the Parties must agree to appropriate compensation to Owner for the use of additional lands located within the Property. All Lines outside of the Exclusive Operations Area shall be buried a minimum of forty-eight (48) inches below the surface and Noble, shall, when reasonably practical, place all Lines in the same trench and along and adjacent to the Access Road and property boundaries.

In the event that Noble's Lines located outside of the Exclusive Operations Area cross non-exclusive easements granted to third-parties on the Property in which pipelines facilities have been installed ("Third Party Pipelines"), Noble shall notify the operators of the Third Party Pipelines as may be required under applicable law.

G. Owner hereby grants to Noble a subsurface easement through the Property, during the Initial Term and the Extended Term of this Agreement, for passage of any portion of any wellbore associated with the future wells that will be drilled within the Exclusive Operations Area, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the wellbore and all structures appurtenant thereto.

H. Owner acknowledges that Noble now owns, or may in the future acquire, leasehold rights covering lands adjacent to or in the vicinity of the Property. Owner hereby grants Noble the right to use the Exclusive Operations Area in connection with Noble's Operations on such other lands, and to access, or transport oil, gas, water or other substances to or from such other lands.

Section 3. No Commitment of Development. Exhibit A represents potential future Operations, but Noble makes no commitment to drill any well on the Property. Additionally, the bottom-hole locations for any future wells and the minerals produced from such wells will be determined by Noble in its sole discretion. Owner acknowledges and agrees that any wells located in the Exclusive Operations Area may not produce leasehold and minerals underlying the Property.

Section 4. Consultation with Owner. In the event Noble intends to conduct any Operations outside of the Exclusive Operations Area Noble shall provide Owner with notice and following the receipt of such notice, at the request of Owner, Noble's representative shall meet and consult with the Owner (or Owner's representative), on the site, as to the exact location of the Property it intends to use.

Section 5. Consents and Waivers.

A. Without limitation of the rights granted to Noble under Section 2(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:

- 1) COGCC Rule 303.e(1)B. Notice of OGDG Completeness Determination. Owner's waiver of Rule 303.e(1)B) does not constitute a waiver for other surface owners that may be located within 2,000 feet of the well pad and/or facility that Noble may construct.
- 2) COGCC Rule 309.b. Consultation and Meeting Procedure for Surface Owners
- 3) COGCC Rule 312.a. and 412.a.(4) Notice of Subsequent Operations
- 4) COGCC Rule 412.a. Statutory Notice to Surface Owner
- 5) COGCC Rule 412.b. Move-In; Rig-Up Notice
- 6) COGCC Rule 412.a.(5) Notice During Irrigation Season
- 7) Weld County Code Sec. 21-5-315.B. 1041 WOGLA Notice
- 8) Weld County Code Sec. 21-5-355.B. Notifications to Surface Owner
- 9) Owner hereby grants Noble the right to act as Authorized Agent on Owner's behalf in regard to the 1041WOGLA process, including but not limited to Building, Planning and Environmental Health Department Permits and Services and Public Works/1041WOGLA Access Permits
- 10) Weld County Code Sec.21-5-490.A.1. -- Well less than 200 ft from property line
- 11) Weld County Code Sec. 21.5-490.B. -- Oil and gas location less than 500 ft from a Building Unit
- 12) Weld County Code Sec. 21-5-550 B. -- Allows surface owner to waive reclamation requirements

B. Owner will not locate any lot line, building, or structure within the Exclusive Operations Area, 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. 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 Noble's facilities on the basis of setback requirements in the rules and regulations of the COGCC. Noble 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 shall not object to Noble's use of the surface in the Exclusive Operations Area so long as such use is consistent with this Agreement. Owner will provide Noble or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC, Weld County or any state or local jurisdiction.

Section 6. Surface Damages.

A. Noble shall pay Owner a sum, as set forth in that certain agreement between Noble and Owner acknowledged and agreed dated, 4th of April, 2023 ("Letter Agreement") entered into between Owner and Noble, as full settlement and satisfaction of all potential damages growing out of, incident to, or in connection with usual and customary Operations located on the Property.

B. Subject to the terms and conditions of this Agreement, Owner hereby waives all surface damage payments pursuant to any COGCC, Weld County or other local regulation, state statute, common law or prior agreement, related to Noble's Operations on the Property including within the Exclusive Operations Area and also including, but not limited to, any roadway, flowline or pipeline constructed within the Exclusive Operations Area pursuant to this Agreement. Noble may provide a copy of this Agreement to the COGCC or Weld County as evidence of this waiver.

Section 7. Other Damages.

A. If there is damage to real or personal property upon the Property directly resulting from the Operations and which is not associated with usual and customary Operations, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural waterways, Noble will repair or replace such damage, or Noble will pay reasonable compensation to Owner for such additional damage or an amount equal to the reasonable costs to repair such actual damage within ninety (90) days of the occurrence of such damage. However, damage to crops shall be excluded from the scope of this Section 7(A), and Noble shall pay Owner a sum, as set forth in the Letter Agreement, as full settlement and satisfaction of all damages growing out of, incident to, or in connection with damages to crops that are expected to occur during Noble's Operations.

B. Owner shall notify any surface tenant affected by Operations on the Property and Owner shall allocate the payments made hereunder with such surface tenant and Noble shall have no liability, therefore. Owner shall indemnify Noble against any claim brought by any surface tenant on the Property for damages directly caused by the Operations.

Section 8. Third Party Claims. Noble shall release, discharge, indemnify and hold Owner harmless from and against any and all claims initiated by third parties in connection with personal injury or property damage that arise as a direct result of the Operations, unless the negligence or willful misconduct of Owner, or invitee or guest of Owner, causes or contributes to such claims.

Section 9. Environmental Liability.

A. Noble shall protect, indemnify, and hold harmless Owner from any Environmental Claims that arise solely out of the Noble's Operations located on the Property during the Initial Term or the Extended Term. Noble shall not be obligated to protect, indemnify, and hold harmless Owner from any Environmental Claim that arose prior to the Effective Date or that is otherwise unrelated to the Operations.

Noble shall not be obligated to protect, indemnify, and hold harmless Owner from any Environmental Claims that arose as a result of oil & gas activities conducted by other operators on the lands that are adjacent to the Property.

B. Owner shall protect, indemnify and hold harmless Noble, from any and all Environmental Claims relating to the Property that arise out of Owner's use of the Property. Owner represents that Owner has no actual or constructive knowledge of any material latent condition or defect on the Property that would subject Noble to an Environmental Claim.

C. For purposes of this Section 9, "Claim" shall mean any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims.

D. For purposes of this Section 9, "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from Operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including, but not limited to, any Claims arising from Environmental Laws. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

E. For purposes of this Section 9, "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order (whether currently existing or hereafter adopted) of any federal, state or local governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901, et seq.), the Clean Water Act (33 U.S.C. §§ 466, et seq.), the Safe Drinking Water Act (14 U.S.C. § 1401, et seq.), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.).

Section 10. Reclamation. Upon permanent cessation of Operations, Noble shall reclaim any areas disturbed by Noble's use in accordance with applicable law. Noble shall restore and level the surface of such disturbed lands as near as possible to the contours which existed prior to Noble's Operations. Upon permanent cessation of Operations, Noble shall remove from the Property all buildings, structures, improvements, and personal property owned or installed by Noble unless Owner consents to leaving such items in place. Noble may abandon pipelines, flowlines, gathering lines and underground power lines in place in accordance with applicable regulations.

Section 11. Compliance with Applicable Laws. Noble shall at all times conduct its Operations on the Property in compliance with the requirements of any applicable laws, rules, regulations, and requirements imposed by any governmental agency, including, without limitation, the COGCC and Weld County.

Section 12. Land Development. Owner acknowledges that it is Noble's intent to conduct future Operations on the Property and Owner shall use best efforts in their use and development of the surface so as not to unreasonably interfere with such Operations. Owner shall promptly notify Noble of any planned real estate development, new irrigation system (e.g. pivots), residences, or other structures to be installed or located on the Property, or of any plans to move any existing irrigation systems, residences, or other structures, after the Effective Date.

Section 13. Governing Law, Jurisdiction, and Venue. This Agreement is governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law rules, except that

rules of the Federal Arbitration Act, 9 USC §§1-16 (the "Act") shall govern this dispute resolution provision. The Parties shall exclusively and finally resolve any dispute between them using direct negotiations, mediation, and then arbitration as set out in this Section 13. If a dispute arising out of this Agreement is not resolved by direct negotiations, either Owner or Noble may initiate mediation by giving notice to the other setting out the disputed issues and the value of the claim. If the Parties fail to resolve the dispute within 60 days from notice of mediation, either Owner or Noble may initiate binding arbitration by giving notice in accordance with this Agreement. The place of arbitration must be Denver, Colorado. One arbitrator (or 3 arbitrators if the monetary value of the dispute is more than US\$5,000,000 or its currency equivalent, or if there is a dispute whether the monetary value exceeds the US\$5,000,000) will conduct the arbitral proceedings in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules. To the extent of any conflicts between the Act or the CPR Rules and the provisions of this Agreement, the provisions of this Agreement prevail. The CPR is the appointing authority. The maximum number of witnesses that either Party each may call to give evidence is 3 witnesses of fact and 1 expert witness. The arbitration award is final and binding. Regardless of which Party prevails, all arbitration fees and costs must be paid equally and both Parties shall bear its own attorneys' fees and costs in connection with such arbitration. The Parties waive irrevocably their right to any form of appeal, review, or recourse to any court or other judicial authority under any applicable law, to the extent that such waiver may be validly made. Proceedings to (1) preserve property or seek injunctive relief, or (2) enforce an award under this dispute resolution provision may be brought in any court of competent jurisdiction.

Section 14. Assignment. This Agreement shall be assignable, in whole or in part, by either Party, subject to the following:

A. If Noble assigns and conveys its interest in this Agreement and/or the oil and gas lease(s) relating to the Property, such assignment and conveyance shall be expressly subject to all terms and conditions of this Agreement, and the assumption by assignee of all obligations of Noble under this Agreement. An assignment by Noble of this Agreement and/or its interest in the oil and gas lease(s) relating to the Property, shall relieve and discharge Noble of any and all burdens, duties and obligations hereunder as of the effective time of such assignment. Upon assignment of Noble's interest in this Agreement and/or the oil and gas lease(s) relating to the Property, Owner hereby releases Noble of all liability for, and waives all Claims related to, any burdens and obligations hereunder to the extent such burdens, duties and obligations arise, accrue, or are to be performed or satisfied after the effective time of Noble's assignment, and shall seek satisfaction of all such Claims from assignee.

B. If Owner assigns and conveys its interest in this Agreement or the Property or any portion thereof, such assignment and conveyance shall be expressly subject to all terms and conditions of this Agreement, and the assumption by such assignee of all obligations of Owner under this Agreement.

Section 15. Notices. All notices must be in writing and delivered by mail (postage prepaid), facsimile, email, or by a recognized international courier service to the appropriate Party's address set out in this Contract. If Contractor gives notice by facsimile or email, the facsimile or email must clearly state that it is notice given under this Contract. Notices are effective when received by the recipient during the recipient's regular business hours.

Section 16. Owner's Title. Owner represents that it owns good and marketable title to the Property. Owner shall defend title to the Property to the extent of the rights granted to Noble by this Agreement against any person claiming all or any part thereof, whether by, through, or under Owner.

Section 17. Binding Effect; Interest in Real Property.

A. This Agreement and all of the covenants, rights, burdens and obligations contained in, created by and granted in this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, personal representatives and administrators. The Parties intend that, for purposes of this Agreement, references to Noble and Owner include their respective assigns and

successors, even if assigns and successors are not specifically referenced. The covenants, rights, burdens and obligations contained in, created by and granted in this Agreement constitute covenants running with the land, and create a valid, present interest in the Property in favor of Noble. Noble shall have the right to record this Agreement or a memorandum of this Agreement in the real property records of the Clerk and Recorder's Office of Weld County, State of Colorado.

B. Neither this Agreement nor the Property shall be separately assigned, conveyed, sold, or otherwise transferred by Owner subject to any reservation of revenues, rights, or royalties related to this Agreement by way of deed, deed restriction, or other document or instrument. If Owner conveys the Property or any part of it, any compensation due under this Agreement related to that part of the Property transferred, shall be paid to the successor in title to the Property or, as applicable, to that part of the Property. Nothing in this Agreement shall be deemed to limit Owner's right to convey, sell, or otherwise transfer all or any part of the Property; *provided*, that any such transfer shall be subject to the conditions and terms of this Agreement. Owner shall notify Noble of any change in ownership of the Property, and no change of ownership of Owner's interest shall be binding on Noble until Noble has been provided with a copy of the recorded vesting document related to such transfer.

Section 18. Lien Waiver. Owner waives any and all lien rights it may now or later have in equipment installed on the Property pursuant to Operations. Owner shall keep the Property free and clear of any liens that would affect or encumber Operator or any of its Operations hereunder and shall immediately notify Noble if it becomes aware of any such liens filed against the Property. Noble shall keep the Property free and clear of any liens that would affect or encumber Owner's use and enjoyment of the Property and shall immediately notify Owner if it becomes aware of any such liens filed against the Property.

Section 19. Right to Cure. As of the Effective Date, there are no defaults with respect to any assessment(s), deed(s) of trust, mortgage(s), services, taxes, utilities or other interests related to the Property. Owner shall pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any: assessments, taxes or governmental charges of any kind that may at any time be assessed or levied against the Property; encumbrances; leases; mortgages; deeds of trust; other security interests; services; utilities; or other interests related to the Property and/or that may create an interest in the Property. Owner shall satisfy all non-monetary obligations of Owner associated with such matters, failing which Noble may (but shall have no obligation to) pay such amounts and/or perform such obligations. Owner shall give Noble notice of any Owner default in connection with the payment or performance of Owner's obligations under this Section. Noble shall when possible give Owner notice before paying such amounts or performing such obligations. In the case of such payment or performance by Noble, Owner shall, within sixty (60) days after notice from Noble, reimburse Noble for the amount of such payment and/or the cost of such performance, or, at Noble's option, Noble may offset the amounts paid or costs incurred against sums to be paid Owner under this Agreement.

Section 20. Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies Owner has at law or in equity, Owner shall not, and hereby waives the right to, start or pursue any action to cancel, reform, rescind, or terminate this Agreement. By this limitation, Owner does not limit or waive its right to pursue damages or performance (as may be due) from Noble.

Section 21. No Partnership, Joint Venture. This Agreement does not create any agent-principal or principal-agent relationship, joint venture, partnership, or other similar relationship between the Parties, and neither Party shall have the power to bind the other except as expressly set forth in this Agreement.

Section 22. Reservation of Rights. Except as specifically related to Noble's use of the surface of the Property as set forth herein, this Agreement shall not be construed as a release or waiver of, or prohibit Noble from exercising any rights pursuant to any mineral leases, mineral deed or similar instrument

granting Noble the right to develop the mineral estate, or amend or affect the terms of or rights granted in any such instruments, and Noble expressly reserves all such rights.

Section 23. Entire Agreement. This Agreement, together with the Letter Agreement and any addenda, exhibits, and schedules attached hereto, contains the entire agreement between the Parties with respect to the matters covered hereby. No oral statement or prior written matter shall have any force or effect. To the extent there are existing agreements between Owner and Noble relating to Noble's use of the surface of the Property, (excluding any mineral lease, mineral deed or similar instrument), this Agreement supersedes such agreements.

Section 24. Records and Inspection. Up until 24 months from the end of the calendar year in which this Agreement is expired or terminated: (i) the Parties shall ensure that all records related to this Agreement are retained (or until expiry of the statute of limitations for taxes or import or export charges); and; (ii) either Party may inspect all records generated in connection with this Agreement to confirm that the requirements of the Agreement are met, provided that information obtained from these inspections must be used for reasonable purposes related to the Agreement, that such information confidential, and that A Party shall provide no less than ten (10) days' notice of the inspection.

Section 25. Data Protection. The Parties shall process any information in connection with this Agreement that can be used to identify an individual in accordance with applicable law and the other Party's reasonable instructions. Each Party shall: (A) apply appropriate security measures for the protection of, and restrict third party access to, this personal information, (B) immediately notify the other Party of any improper use, disclosure, or exposure of the personal information, and (C) cooperate with the other Party's reasonable requests to investigate and remediate such incidents.

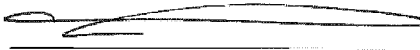
Section 26. Public Announcement. Owner shall not issue any public announcement or statement concerning this Agreement or make any use of Noble's names, image, logos, or trademarks without obtaining Noble's prior written consent.

Section 27. Confidentiality. The Parties shall keep the terms and conditions of this Agreement confidential and shall not disclose any information specified herein without the advance written consent of the other Party, provided however, that either Party shall have the right to disclose information as may be necessary in connection with the enforcements of its rights under this Agreement.

Section 28. Miscellaneous. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. In construing this Agreement, no consideration shall be given to the fact or presumption that one Party has had a greater or lesser hand in drafting this Agreement than any other Party. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If any term, covenant, condition or provision of this Agreement shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and be enforced to the fullest extent permitted by law. No waiver of any right or breach under this Agreement shall be effective unless in a writing signed by the Party possessing the right, and no such waiver shall be deemed a waiver of any other right or breach of any other provisions of this Agreement or waive any future right or a consent to any subsequent breach of the same or any other provision. Failure of Owner or Noble to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights under this Agreement. Except as otherwise expressly set forth in this Agreement, the terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective assigns and successors, and the Parties do not intend to confer third-party beneficiary rights upon any other person. No commissions, finders' fees, or other charges are due any agent, broker, or other party in connection with the execution or negotiation of this Agreement or any development associated with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.


OWNER: **Libsack Farms, LLC**

By: 

Todd Kenneth Libsack

Its: Manager

NOBLE: **Noble Energy, Inc.**

By: 

Ryan D. Antonio

Its: Attorney-in-Fact

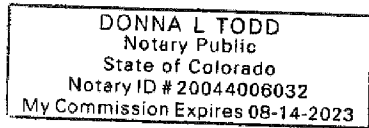
ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 4th day of APRIL, 2023, by Todd Kenneth Libsack, as Manager of Libsack Farms, LLC, on its behalf.

Witness my hand and official seal.

My commission expires: 8/14/2023



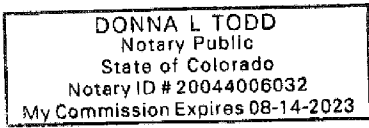
Donna L Todd
Notary Public

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of APRIL, 2023, by Ryan D. Antonio, as Attorney-in-Fact of Noble Energy, Inc.

Witness my hand and official seal.

My commission expires: 8/14/2023



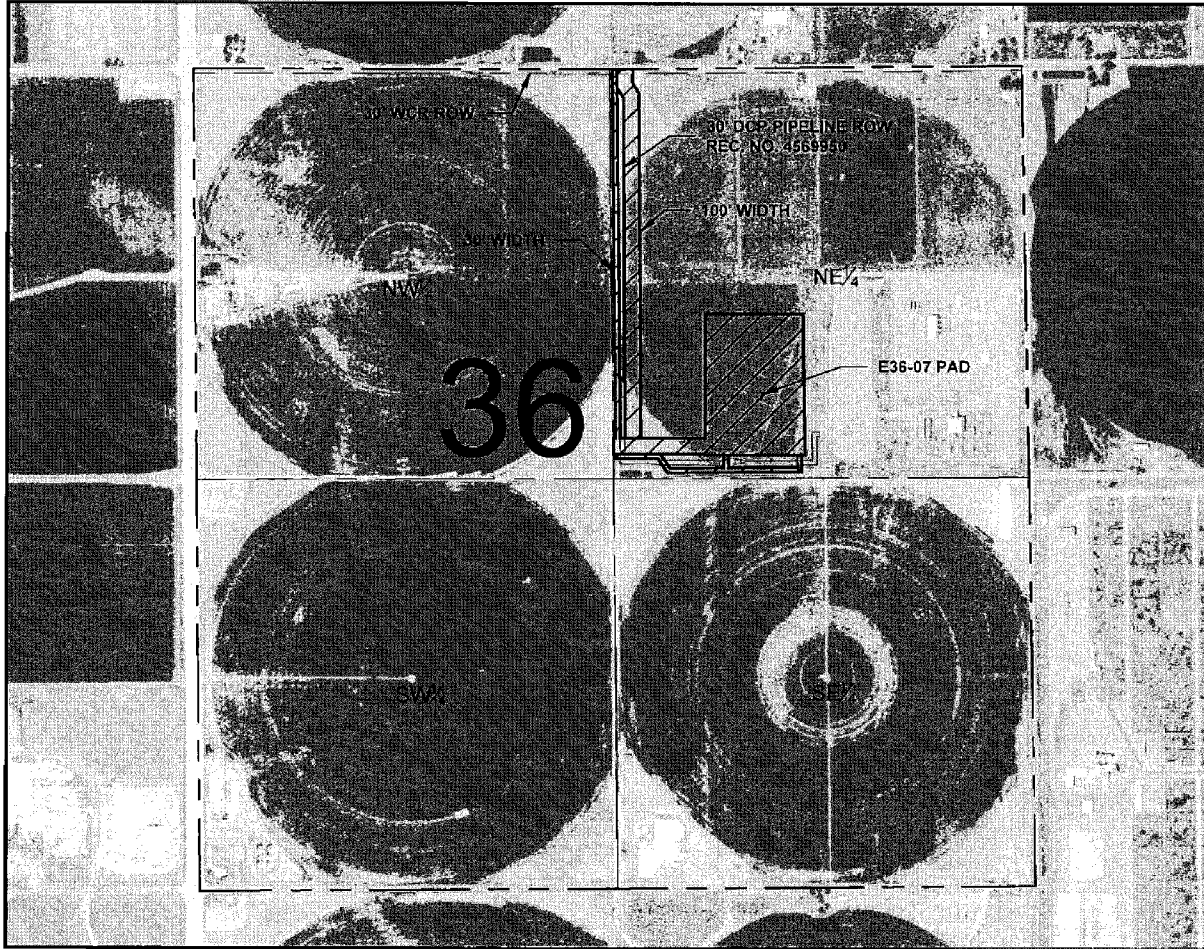
Donna L Todd
Notary Public

EXHIBIT A

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

Attached to and by reference made a part of that certain Surface Use Agreement and Grant of Easement dated this 4th day of April, 2023, by and between Libsack Farms, LLC as "Owner", and Noble Energy, Inc. as "Noble" covering the following lands:

Township 6 North, Range 65 West 6th P.M.
Section 36: NE/4
Weld County, Colorado

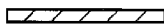


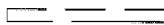
FIELD DATE:	11-20-22
DRAWING DATE:	3-20-23

DRAWN BY: TRP

CHECKED BY: CHTB

DISCLAIMER:
THIS PLOT DOES NOT REPRESENT A MONUMENTED AND 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.

 EXCLUSIVE OPERATIONS AREA = 22.7 ACRES

 PIPELINE EASEMENT AS NOTED

AERIAL IMAGERY: NAIP 2021

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

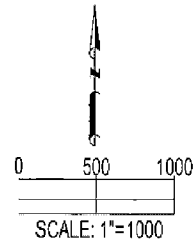


EXHIBIT A

E36-07 Pad (Continued)
Page 1 of 3

AN EXCLUSIVE OPERATIONS EASEMENT WITHIN THE PROPERTY DESCRIBED IN THAT DEED RECORDED AS RECEPTION NUMBER 4254196 ON FILE IN THE WELD COUNTY CLERK AND RECORDERS OFFICE. BEING SITUATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 10855", WHENCE THE EAST SIXTEENTH CORNER OF SAID SECTION 36 AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 36580" BEARS NORTH 89°23'31" EAST, A DISTANCE OF 1,313.66 FEET, BEING THE BASIS OF BEARINGS IN THIS DESCRIPTION.

THENCE ALONG THE NORTH LINE OF SAID SECTION 36, NORTH 89°23'31" EAST, A DISTANCE OF 18.86 FEET, TO THE **POINT OF BEGINNING (POB)**;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°23'31" EAST, A DISTANCE OF 130.00 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 00°36'50" EAST, A DISTANCE OF 91.27 FEET;

THENCE SOUTH 31°40'13" EAST, A DISTANCE OF 73.52 FEET;

THENCE SOUTH 00°25'26" EAST, A DISTANCE OF 2,229.22 FEET;

THENCE NORTH 89°34'34" EAST, A DISTANCE OF 63.22 FEET;

THENCE SOUTH 89°57'18" EAST, A DISTANCE OF 59.90 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 285.57 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 804.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 627.00 FEET;

THENCE SOUTH 01°00'29" EAST, A DISTANCE OF 909.37 FEET;

THENCE SOUTH 89°54'39" WEST, A DISTANCE OF 22.77 FEET;

THENCE SOUTH 00°49'11" EAST, A DISTANCE OF 35.36 FEET, TO A POINT ON A NORTHERLY LINE OF AN EXISTING PIPELINE EASEMENT RECORDED AS RECEPTION NUMBER 4569950 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE;

THENCE SOUTH 00°49'11" EAST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON A SOUTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00°49'11" EAST, A DISTANCE OF 44.53 FEET;

THENCE SOUTH 89°31'55" WEST, A DISTANCE OF 859.86 FEET;

THENCE NORTH 34°29'56" WEST, A DISTANCE OF 61.35 FEET, TO A POINT ON A SOUTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE NORTH 34°29'56" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 37.55 FEET, TO A POINT ON A NORTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID NORTHERLY LINE NORTH 34°29'56" WEST, A DISTANCE OF 12.92 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET;

EXHIBIT A
E36-07 Pad (Continued)
Page 2 of 3

THENCE SOUTH 89°34'34" WEST, A DISTANCE OF 156.37 FEET, TO A POINT ON AN EASTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE SOUTH 89°34'34" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON A WESTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID WESTERLY LINE SOUTH 89°34'34" WEST, A DISTANCE OF 30.12 FEET;

THENCE NORTH 00°36'50" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°34'34" WEST, A DISTANCE OF 14.52 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 36;

THENCE ALONG SAID WEST LINE NORTH 00°42'50" WEST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID WEST LINE NORTH 89°34'34" EAST, A DISTANCE OF 14.69 FEET;

THENCE NORTH 00°36'50" WEST, A DISTANCE OF 2,255.54 FEET, TO A POINT ON A SOUTHWESTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE NORTH 00°36'50" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 58.15 FEET, TO A POINT ON A NORTHEASTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID NORTHEASTERLY LINE, NORTH 00°36'50" WEST, A DISTANCE OF 69.25 FEET, TO THE **POINT OF BEGINNING (POB)**.

EXCLUDING THEREFROM THREE (3) PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 - COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 36.

THENCE SOUTH 22°55'25" EAST, A DISTANCE OF 128.71 FEET, TO A POINT ON SAID NORTHEASTERLY LINE OF PIPELINE EASEMENT, ALSO BEING THE **POINT OF BEGINNING (POB)**;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 31°40'13" EAST, A DISTANCE OF 73.34 FEET TO A CORNER OF SAID PIPELINE EASEMENT;

THENCE ALONG AN EASTERLY LINE OF SAID PIPELINE EASEMENT SOUTH 00°25'26" EAST, A DISTANCE OF 2,201.25 FEET;

THENCE SOUTH 89°34'34" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON A WESTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID WESTERLY LINE SOUTH 89°34'34" WEST, A DISTANCE OF 0.55 FEET;

THENCE NORTH 00°36'50" WEST, A DISTANCE OF 1,344.76 FEET, TO A POINT ON A SOUTHWESTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE NORTH 00°36'50" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 58.15 FEET, TO THE **POINT OF BEGINNING (POB)**.

PARCEL 2 - COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 36.

THENCE SOUTH 07°31'56" EAST, A DISTANCE OF 2,502.59 FEET, TO THE **POINT OF BEGINNING (POB)**;

EXHIBIT A

E36-07 Pad (Continued)

Page 3 of 3

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 258.57 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 6.22 FEET;

THENCE NORTH 89°54'39" EAST, A DISTANCE OF 119.99 FEET;

THENCE SOUTH 00°23'50" EAST, A DISTANCE OF 36.89 FEET, TO A POINT ON A NORTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE SOUTH 00°23'50" EAST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON A SOUTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00°23'50" EAST, A DISTANCE OF 16.31 FEET;

THENCE SOUTH 89°31'55" EAST, A DISTANCE OF 342.91 FEET;

THENCE NORTH 34°29'56" WEST, A DISTANCE OF 24.64 FEET, TO A POINT ON A SOUTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE NORTH 34°29'56" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 36.49 FEET, TO A POINT ON A NORTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID NORTHERLY LINE NORTH 34°29'56" WEST, A DISTANCE OF 50.54 FEET, TO THE **POINT OF BEGINNING (POB)**.

PARCEL 3 - COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 36.

THENCE SOUTH 17°04'07" EAST, A DISTANCE OF 2,601.57 FEET, TO THE **POINT OF BEGINNING (POB)**;

THENCE NORTH 89°54'39" EAST, A DISTANCE OF 440.56 FEET;

THENCE SOUTH 00°49'11" EAST, A DISTANCE OF 35.74 FEET, TO A POINT ON A NORTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE SOUTH 00°49'11" EAST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON A SOUTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00°49'11" EAST, A DISTANCE OF 14.35 FEET;

THENCE SOUTH 89°31'55" EAST, A DISTANCE OF 440.82 FEET;

THENCE NORTH 00°23'50" WEST, A DISTANCE OF 15.96 FEET, TO A POINT ON A SOUTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE NORTH 00°23'50" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON A NORTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID NORTHERLY LINE NORTH 00°23'50" WEST, A DISTANCE OF 37.04 FEET, TO THE **POINT OF BEGINNING (POB)**.

SUBJECT TO ANY EXISTING EASEMENTS, RIGHT-OF-WAY'S, AND RESERVATIONS OF RECORD.

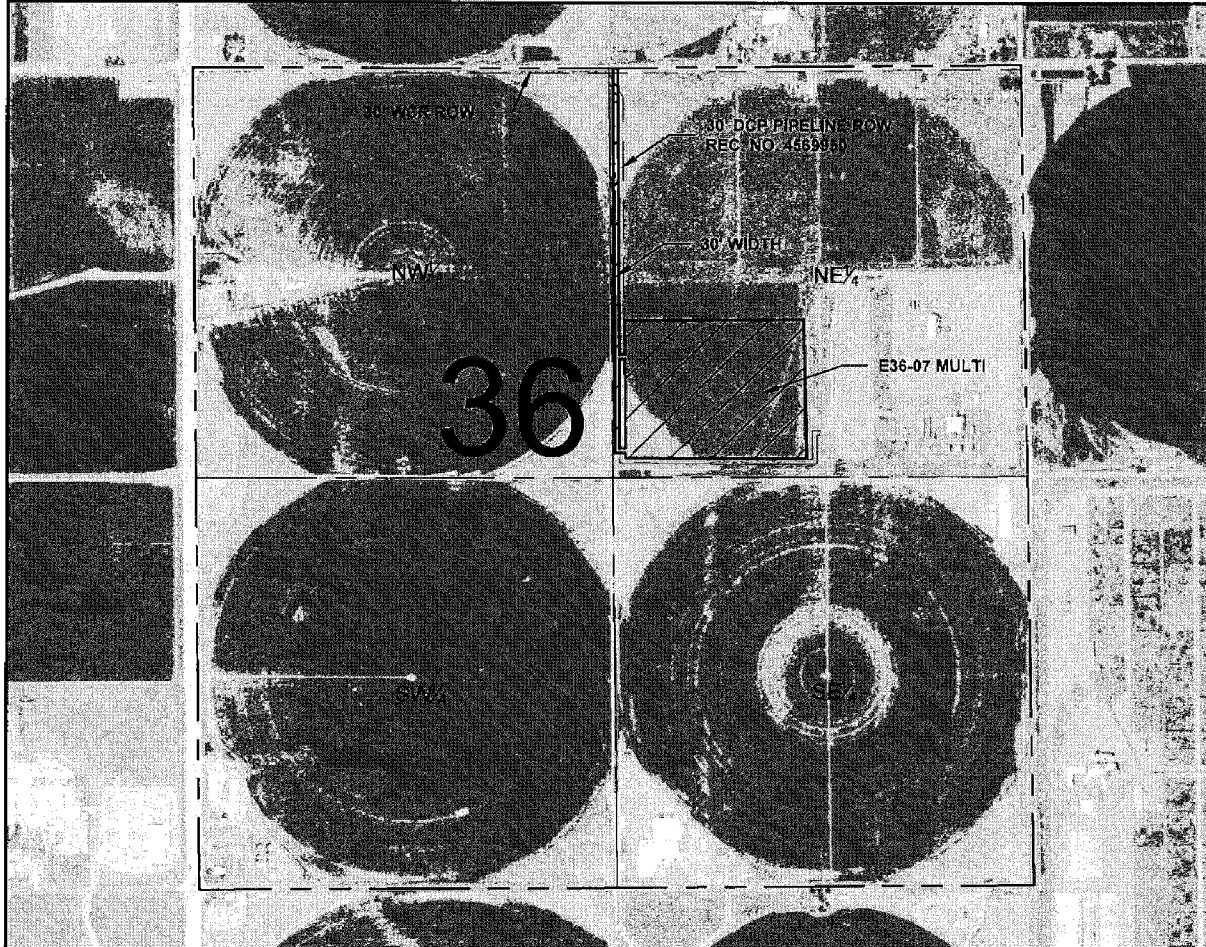
TOTAL AREA OF EXCLUSIVE OPERATIONS EASEMENTS 988,920 SQUARE FEET (22.7 ACRES MORE OR LESS). DISTANCES ARE U.S. SURVEY FOOT PER COLORADO NORTH STATE PLANE (NAD83), NORTH ZONE.

EXHIBIT A

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

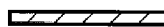

Attached to and by reference made a part of that certain Surface Use Agreement and Grant of Easement dated this 4th day of April, 2023, by and between Libsack Farms, LLC as "Owner", and Noble Energy, Inc. as "Noble" covering the following lands:

Township 6 North, Range 65 West 6th P.M.
Section 36: NE/4
Weld County, Colorado



FIELD DATE: 11-20-22
DRAWING DATE: 2-28-23
DRAWN BY: TRP
CHECKED BY: CHTB

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.

 EXCLUSIVE OPERATIONS AREA = 25.2 ACRES
 EXISTING EASEMENT

AERIAL IMAGERY: NAIP 2021

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

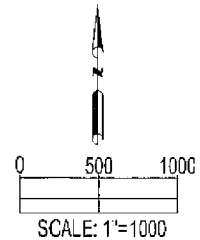


EXHIBIT A

E36-07 Multi (Continued)

Page 1 of 2

AN EXCLUSIVE OPERATIONS EASEMENT WITHIN THE PROPERTY DESCRIBED IN THAT DEED RECORDED AS RECEPTION NUMBER 4254196 ON FILE IN THE WELD COUNTY CLERK AND RECORDERS OFFICE. BEING SITUATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 10855", WHENCE THE EAST SIXTEENTH CORNER OF SAID SECTION 36 AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 36580" BEARS NORTH 89°23'31" EAST, A DISTANCE OF 1,313.66 FEET, BEING THE BASIS OF BEARINGS IN THIS DESCRIPTION.

THENCE ALONG THE NORTH LINE OF SAID SECTION 36, NORTH 89°23'31" EAST, A DISTANCE OF 27.30 FEET, TO THE **POINT OF BEGINNING (POB)**;

THENCE NORTH 89°23'31" EAST, A DISTANCE OF 30.00 FEET, ALONG SAID NORTH LINE OF SECTION 36;

THENCE SOUTH 00°25'26" EAST, A DISTANCE OF 132.35 FEET, TO A POINT ON A NORTHERLY LINE OF AN EXISTING PIPELINE EASEMENT RECORDED AS RECEPTION NUMBER 4569950 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE;

THENCE SOUTH 00°25'26" EAST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 57.84 FEET, TO A CORNER OF SAID PIPELINE EASEMENT;

THENCE ALONG A WESTERLY LINE OF SAID PIPELINE EASEMENT, SOUTH 00°25'26" EAST, A DISTANCE OF 1,658.32 FEET;

THENCE NORTH 89°34'34" EAST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON AN EASTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID EASTERLY LINE NORTH 89°34'34" EAST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 00°25'26" WEST, A DISTANCE OF 222.71 FEET;

THENCE NORTH 89°41'50" EAST, A DISTANCE OF 1,137.51 FEET;

THENCE SOUTH 01°19'14" EAST, A DISTANCE OF 897.28 FEET;

THENCE NORTH 89°57'37" WEST, A DISTANCE OF 1,151.58 FEET;

THENCE NORTH 00°25'26" WEST, A DISTANCE OF 32.34 FEET;

THENCE SOUTH 89°34'34" WEST, A DISTANCE OF 5.00 FEET, TO A POINT ON SAID EASTERLY LINE OF PIPELINE EASEMENT;

THENCE SOUTH 89°34'34" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON A WESTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 89°34'34" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°25'26" WEST, A DISTANCE OF 2,342.97 FEET, TO A POINT ON A SOUTHERLY LINE OF SAID PIPELINE EASEMENT;

THENCE NORTH 00°25'26" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 57.84 FEET, TO A POINT ON SAID NORTHERLY LINE OF PIPELINE EASEMENT;

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 00°25'26" WEST, A DISTANCE OF 82.81 FEET, TO THE **POINT OF BEGINNING (POB)**.

EXHIBIT A
E36-07 Multi (Continued)
Page 2 of 2

EXCLUDING THEREFROM A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 36.

THENCE SOUTH 02°10'16" EAST, A DISTANCE OF 1,879.20 FEET, TO A POINT ON SAID WESTERLY LINE OF PIPELINE EASEMENT, ALSO BEING THE **POINT OF BEGINNING (POB)**;

THENCE NORTH 89°34'34" EAST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON AN EASTERLY LINE OF SAID PIPELINE EASEMENT;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 89°34'34" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 00°25'26" EAST, A DISTANCE OF 575.21 FEET;

THENCE SOUTH 89°34'34" WEST, A DISTANCE OF 5.00 FEET, TO A POINT ON SAID EASTERLY LINE OF PIPELINE EASEMENT;

THENCE SOUTH 89°34'34" WEST, OVER AND ACROSS SAID PIPELINE EASEMENT A DISTANCE OF 30.00 FEET, TO A POINT ON SAID WESTERLY LINE OF PIPELINE EASEMENT;

THENCE ALONG A WESTERLY LINE OF SAID PIPELINE EASEMENT, NORTH 00°25'26" WEST, A DISTANCE OF 575.21 FEET, TO THE **POINT OF BEGINNING (POB)**.

SUBJECT TO ANY EXISTING EASEMENTS, RIGHT-OF-WAY'S, AND RESERVATIONS OF RECORD.

TOTAL AREA OF EXCLUSIVE OPERATIONS EASEMENTS 1,099,442 SQUARE FEET (25.2 ACRES MORE OR LESS).
DISTANCES ARE U.S. SURVEY FOOT PER COLORADO NORTH STATE PLANE (NAD83), NORTH ZONE.