

**SURFACE USE AGREEMENT  
AND GRANT OF EASEMENT**

[PN: 552-0924]

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 15th day of October, 2023, ("Effective Date") is made by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, with an address of c/o Natural Resources, 50 East North Temple Street, Salt Lake City, Utah 84150 ("Owner") and NOBLE ENERGY, INC., a Delaware corporation, with an address of 2001 16<sup>th</sup> Street, Suite 900, Denver, Colorado 80202 ("Noble"). Owner and Noble are each a "Party" and collectively are the "Parties."

**RECTALS**

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

**Township 5 North, Range 65 West, 6<sup>th</sup> P.M.**  
**Section 1: W/2**

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 a portion of the Property, which area is more particularly depicted on Exhibit A (the "Exclusive Operations Area") 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.** 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 **five (5)** 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 **five (5)** 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. To the extent a moratorium or a restrictive governmental law or regulation prevents Noble from performing Operations during the Initial Term or the Extended Term, then the Initial Term or the Extended Term (as

applicable) shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. 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. Notwithstanding anything in this Agreement or this Section to the contrary, under no circumstances shall the Initial Term or Extended Term extend beyond the date that is 50 years after the Effective Date (the "Outside Date") and this Agreement shall automatically terminate on the Outside Date without the need for any further action by Owner or Noble. In the event Noble anticipates the need for operations past the Outside Date, prior to the Outside Date Noble and Owner shall negotiate a new agreement in good faith, such new agreement shall not be unreasonably withheld.

**Section 2. Grant of Easements; Use of Exclusive Operations Area; Access.** Owner hereby grants to Noble and its affiliates the rights to conduct Operations on the Exclusive Operations Area 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 on the Exclusive Operations Area that include but are not limited to the following operations:

- 1) Federal, State, County and local permitting activities related to Noble's oil and gas production on the Exclusive Operations Area;
- 2) Obtaining consents and waivers necessary to allow for Noble's oil and gas production operations on the Exclusive Operations Area;
- 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 on the Exclusive Operations Area;
- 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, provided that all surface activities related to such shall be conducted within the Exclusive Operations Area.

B. Except as specified in Section 2(C), Owner acknowledges and agrees that the easement rights granted in Section 2(A) shall be exclusive and continuous during the Initial Term and the Extended Term of this Agreement and shall set aside and provide to Noble, for Noble's exclusive use the Exclusive Operations Area. The Exclusive Operations Area includes the area that is through, upon, in, on, under, along, over and across roadways now existing or hereafter constructed 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"). Without limiting the foregoing, 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 all roadways now existing or hereafter constructed within the Exclusive Operations Area, provided that such access does not interfere with the Operations.

D. 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.

E. 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 for any of the future wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the wellbore and all structures appurtenant thereto, provided that Noble's subsurface activities shall not disturb, damage, or alter the surface of the Property.

F. 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 Exclusive Operations Area. 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.

**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 and Owner shall approve or deny such request in Owner's sole and absolute discretion.

**Section 5. Consents and Waivers.**

A. Without limitation of the rights granted to Noble under Section 2(B) and as applicable to the Operations within the Exclusive Operations Area only, 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 OGDIP Completeness Determination
- 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) COGCC Rule 412.a.(6) Final Reclamation Notice
- 8) Weld County Code Sec. 21-5-315.B. 1041 WOGLA Notice
- 9) Weld County Code Sec. 21-5-355.B. Notifications to Surface Owner
- 10) 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; provided however that Noble shall provide all applications, documents, or submittals that will be presented to Weld County or any other applicable governmental entity prior to submission and provide Owner a reasonable time to review and provide comment on such.
- 11) Weld County Code Sec.21-5-490.A.1. -- Well less than 200 ft from property line
- 12) Weld County Code Sec. 21.5-490.B. -- Oil and gas location less than 500 ft from a Building Unit

- 13) 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, at Noble's sole cost and expense, 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 all sums set forth in that certain agreement between Noble and Owner acknowledged and agreed dated, SEPTEMBER 20, 2023 ("Letter Agreement") entered into between Owner and Noble, as full settlement and satisfaction of the matters described therein.

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 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.** 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, crops, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural waterways, or the release of hazardous materials or other environmental contamination, Noble will repair, remediate, or replace such damage, or Noble will pay reasonable compensation to Owner for such additional damage or an amount equal to Owner's actual, documented costs to repair such actual damage. Noble acknowledges and agrees that it shall be fully responsible for any release of any hazardous or toxic materials that are regulated under any applicable federal, state, or local law, that arise from the Operations or Noble's presence in the Exclusive Operations Area or on the Property, and Noble hereby holds harmless and indemnifies Owner from all losses, damages, claims, or causes of actions arising from such. 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. Reclamation.** Upon permanent cessation of Operations, Noble shall reclaim any areas disturbed by Noble's use, including remediating any environmental condition. 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 9. 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 10. Land Development.** Owner acknowledges that it is Noble's intent to conduct future Operations on the Exclusive Operations Area 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 11. 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 11. If a dispute arising out of this Agreement is not resolved by direct negotiations, either Grantor or Grantee 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 Grantor or Grantee may initiate binding arbitration by giving notice in accordance with this Easement. 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 12. 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 if, and only if, Noble has provided financial records to Owner providing evidence that the assignee is solvent and has the financial ability to perform all obligations of

Noble under this Agreement. After providing the financial information required in this Section, 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 13. 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 14. Owner's Title.** Owner represents that to the best of its current, actual knowledge, with no duty to investigate, it owns good and marketable title to the Property.

**Section 15. 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 16. Lien Waiver.** 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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.


[Signature page follows]

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

OWNER: The Church of Jesus Christ of Latter-Day Saints

By: Joseph Howe  
Authorized Agent <sup>d.e.</sup>   
Its: ~~Joseph Howe~~

NOBLE: Noble Energy, Inc.

By:   
Its: Surface Land Manager; Ryan D. Antonio

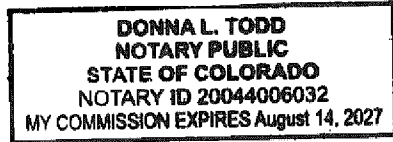


STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of OCTOBER, 2023, by Ryan Antonio, of Noble Energy, Inc.

Witness my hand and official seal.

My commission expires: 8/14/2027



Donna L. Todd  
Notary Public

# EXHIBIT A

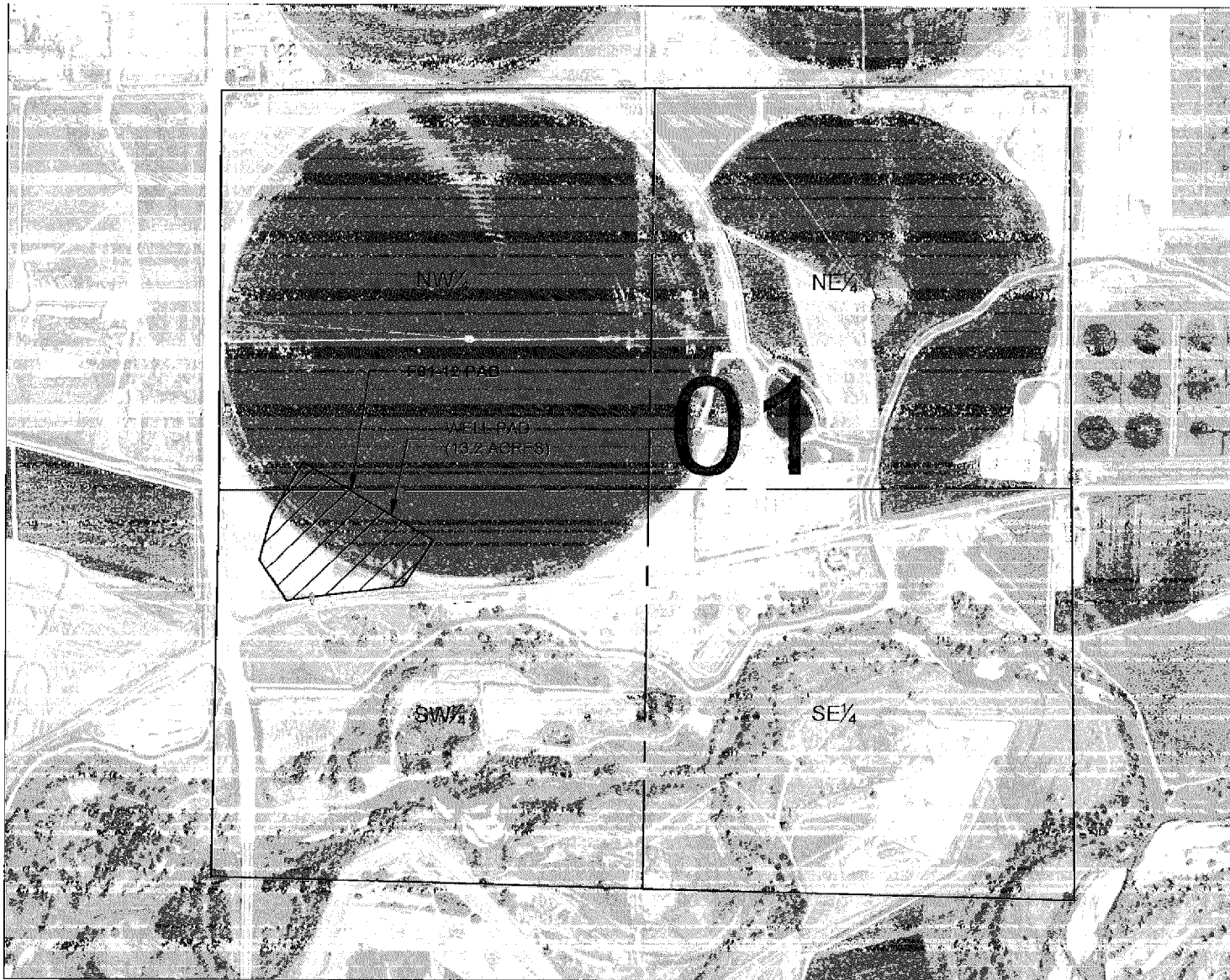
## SURFACE USE AGREEMENT AND GRANT OF EASEMENT

Attached to and by reference made a part of that certain Surface Use Agreement and Grant of Easement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between The Church of Jesus Christ of Latter-Day Saints, as "Owner" and Noble Energy, Inc. as "Noble" covering the following lands:

Township 5 North, Range 65 West 6th P.M.

Section 01: W/2

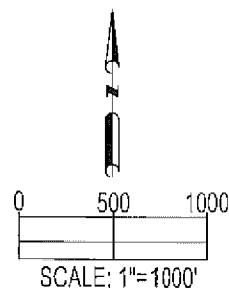
Weld County, Colorado



FIELD DATE: 11-23-22	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.
DRAWING DATE: 03-02-23	
DRAWN BY: HJL	
CHECKED BY: DDM	

- EXCLUSIVE AREA = 13.2 ACRES
- APPROXIMATE L 30' ACCESS ROAD AREA

DATA SOURCE:  
AERIAL IMAGERY: NAIP 2021  
PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.



**EXHIBIT A**  
(Continued)

AN EXCLUSIVE OPERATIONS EASEMENT WITHIN THE PROPERTY DESCRIBED IN THAT DEED RECORDED AS RECEPTION NUMBER 266535 ON FILE IN THE WELD COUNTY CLERK AND RECORDERS OFFICE. BEING SITUATED IN THE WEST HALF (W 1/2) OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 1 AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP ON #6 REBAR STAMPED "LS 38213", WHENCE THE SOUTHWEST CORNER OF SAID SECTION 1 AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP ON #6 REBAR STAMPED "LS 23501" BEARS SOUTH 00°29'36" WEST, A DISTANCE OF 5,035.71 FEET, BEING THE BASIS OF BEARINGS IN THIS DESCRIPTION.

THENCE SOUTH 12°21'53" EAST, A DISTANCE OF 2,443.29 FEET, TO THE **POINT OF BEGINNING (POB)**;

THENCE SOUTH 58°13'57" EAST, A DISTANCE OF 941.78 FEET;

THENCE SOUTH 32°12'44" WEST, A DISTANCE OF 342.41 FEET;

THENCE SOUTH 82°25'02" WEST, A DISTANCE OF 666.28 FEET;

THENCE SOUTH 80°36'54" WEST, A DISTANCE OF 57.64 FEET;

THENCE NORTH 33°12'22" WEST, A DISTANCE OF 312.04 FEET TO A POINT A ON AN EASTERLY LINE OF THE PROPERTY DESCRIBED IN THAT QUIT CLAIM DEED RECORDED AS RECEPTION NUMBER 2099888 ON FILE IN THE WELD COUNTY CLERK AND RECORDERS OFFICE;

THENCE ALONG SAID EASTERLY LINE NORTH 15°02'03" EAST, A DISTANCE OF 305.20 FEET;

THENCE DEPARTING SAID EASTERLY LINE NORTH 30°16'19" EAST, A DISTANCE OF 378.64 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 576,008 SQUARE FEET (13.2 ACRES MORE OR LESS). DISTANCES ARE U.S. SURVEY FOOT PER COLORADO NORTH STATE PLANE (NAD83), NORTH ZONE.