

## SURFACE USE, COMPENSATION, WELL SITE LOCATION, SUBSURFACE, ROADWAY, AND PIPELINE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That J Paul Brown and Debra A Brown, whose address is P O Box 178, Ignacio, CO 81137, (collectively "Grantor"), for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, conveyed, sold, and warranted, and does hereby grant, convey, sell, and arrant unto **Catamount Energy Partners LLC**, the address of which is 600 17<sup>th</sup> Street, Suite 1400S, Denver, Colorado 80202 and its affiliates, successors, and assigns (collectively "Grantee") the following easements (the "Easements") in, upon, across, though, over, and under the lands as described herein located in La Plata, Colorado (the "Lands"), and said Easements are more fully described as follows:

1. **Surface Location:** The right to expand the existing well pad location for right-of-way and easement to utilize for permanent operations to approximately **5.8 acres** in the E/2NE of Section 26, Township 33 North, Range 8 West, N.M.P.M., as indicated in Exhibit "A", attached hereto and being made a part hereof, to survey, construct, use, operate, maintain, and/or repair a location for oil and gas wells, which may include all equipment reasonably necessary for constructing, drilling, completing, equipping, operating, repairing, and plugging any wells thereon. This is an easement only and Grantee recognizes that it does not own the underlying land by virtue of this agreement.
2. **Subsurface Pass Through Easement:** A right-of-way and easement as to all depths below the surface of the E/2 E/2 of Section 26, Township 33 North, Range 8 West, N.M.P.M. and right to use the same for the purposes of drilling wells and installing well bores for oil, gas, and/or other substances; for installing casing, tubing, and other equipment therein; for reworking, recompleting, repairing, side-tracking, plugging, and abandoning such well bores; for gathering information, exploring for, and/or producing oil, gas, and/or other substances from adjacent lands.
3. **Access Roadway:** A right-of-way and easement, as indicated in Exhibit "A", attached hereto and being made a part hereof, **Forty feet (40')** wide across the Lands including the right to survey, construct, use, operate, maintain, add, and/or repair one or more road segments or extensions to allow Grantee access (ingress and egress) to the Lands, well site, pipelines, tank battery or other lands as reasonably necessary for Grantee's operations on or off the Lands. The right-of-way and easement associated with the roadway shall be expanded from time to time during any period(s) of construction, well maintenance, reworking, repair, or operations that utilize heavy equipment to a width of **Fifty feet (50')** for so long as such use is reasonably necessary for the operations being conducted and shall revert to the permanent width set forth above upon completion thereof. The permanent width shall be twenty feet (20') on each side of the center of the existing road or new road, as the case may be. Grantee, its employees, agents, contractors, licensees, and invitees shall have the full and free right and privilege to use said road(s) in any lawful manner, including the transportation of persons, material, supplies, and commodities, but limited to use in furtherance of its oil and gas operations on the Lands and/or other lands adjacent thereto or in the vicinity thereof. Any road(s) constructed or maintained under the terms hereof shall remain the sole and private property of Grantor, subject to the rights, privileges, and benefits granted to Grantee herein, and such roads shall not be considered a public road(s).
4. **Pipelines:** A right-of-way and easement, as depicted in Exhibit A, attached hereto and being made a part hereof, **Fifty feet (50')** wide across the Lands to survey, lay, construct, install, operate, inspect, protect, alter, maintain, improve, repair, change the size of, relocate, add, replace, remove, and/or abandon in place one or more pipelines and all valves, fittings, devices for controlling electrolysis and/or cleaning pipeline interiors, and/or other necessary appurtenances above and below ground, including suitable markers to mark the location of the pipeline(s), for the purposes of transportation of water, oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines. The right-of-way and easement associated with the pipelines shall be expanded from time to time during any period(s) of construction, maintenance, or repair to a width of **Sixty feet (60')** for so long as such use is reasonably necessary for the operations being conducted and shall revert to the permanent width set forth above upon completion thereof. Grantee shall install said pipelines at least **Thirty-Six inches (36")** below the surface of the ground at the time of installation, but this limitation shall not apply to any portion of the pipelines or other equipment

installed above the surface. If Grantee removes fencing during installation of the pipeline, it will re-install such fencing in the original location. If any segment of the fencing is damaged so that it is unsuitable, Grantee will replace it with similar type and quality fencing. The disturbed ground shall be returned by Grantee as near as practical to its original condition.

Grantor hereby grants and lets unto Grantee, and all its agents, employees, contractors, subcontractors, and others authorized by them, a non-exclusive private right-of-way for use in the transportation of water by temporary hoses or pipelines to the surface location as depicted in the attached Exhibit A. The precise path may vary from year to year but shall follow the general route shown on Exhibit A. Permitted operations within this right-of-way include the installation, operation, maintenance and/or removal of the hoses, pipelines, pumps, and associated equipment necessary and incident to the transfer of water to the storage tanks located onsite and offsite.

5. **Designees:** Grantee may delegate its rights to use the Surface Location, Roadway, and its other rights hereunder, in part, to one or more third parties, including but not limited to third parties installing, owning, or operating a meter station, pipeline or related improvements on the Adjacent Property (each, a "Designee") by written notice to Grantor. Upon such delegation such Designee shall share in the rights of Grantee hereunder with respect to the Roadway, including the rights to improve and maintain the Roadway. Grantor shall cause each such Designee to agree to abide by the terms of this Agreement, and Grantee and such Designee may allocate responsibility for the obligations set forth herein between them as they may agree; provided, however, that nothing in any such agreement or delegation shall relieve Grantee of its primary responsibility for the performance of the obligations set forth herein by Grantee and its Designee.
6. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the above-described Easements. Grantor may otherwise construct any home, shed or other structure on any other parts of Grantor's lands. Grantor shall not, nor permit third parties to, change the grade of the land or remove the cover over the Pipeline(s) or excavate on the Easement for same without prior written consent of the Grantee, which consent shall not be unreasonably withheld, provided same does not present an operational or safety issue for Grantee. Subject to the safety concerns in this paragraph, Grantor may install a driveway across the pipeline easement.
7. Except as otherwise set forth herein, the consideration paid hereunder includes payment for all damages to the Lands, and Grantor hereby acknowledges that said amounts constitute full and complete settlement for and as a release of all claims for loss, damage, inconvenience, or injury to property arising out of the normal operations contemplated hereunder. Grantee shall have the right from time to time to cut or clear trees, brush, and other obstructions on the Lands that might interfere with the operation, access to, or maintenance of the Easements granted herein or any facilities or equipment thereon relating to the rights granted herein.
8. Except with respect to the surface location for the well site, the rights-of-way and easements granted by this conveyance are non-exclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper; provided, however, that all such conveyances shall be subject to Grantee's rights, and Grantee shall not be unreasonably disturbed in the use and enjoyment of the right granted hereunder.
9. Grantor does hereby grant unto Grantee, its affiliates, successors and assigns, the right to freely assign or otherwise convey all or part of Grantee's interest in said Easements.
10. **GRANTEE HEREBY INDEMNIFIES AND HOLDS GRANTOR HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) TO THE EXTENT ARISING FROM OR RELATED TO THE NEGLIGENCE OR MISCONDUCT OF GRANTEE OR ITS EMPLOYEES, AGENTS, CONTACTORS, OR INVITEES IN THE COURSE OF THEIR EXERCISE OF RIGHTS GRANTED BY THIS INSTRUMENT, BUT NOT TO THE EXTENT CAUSED BY GRANTOR, OR ITS EMPLOYEES, AGENTS, TRUSTEES, BENEFICIARIES, CONTACTORS, OR INVITEES.**
11. **These Easements are subject to that certain Side Letter Agreement dated as of July 27, 2024, by and between the parties hereto.**
12. Grantor represents and warrants title to the herein granted Easements unto Grantee, its affiliates, successors, and assigns, and does hereby agree to forever defend all the singular such interests unto Grantee, its affiliates, successors and assigns, against any person whomsoever claiming or to claim the same, by, though, or under Grantor, but not otherwise. These Easements and all of the terms,

provisions and obligations hereof shall be covenants running with the Lands and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective affiliates, successors, and assigns, as applicable.

13. Notwithstanding any of the other provisions herein as to termination, these Easements may be terminated individually and/or collectively by Grantee at any time by giving ninety (90) days' notice in writing to Grantor of such termination.
14. In the event Grantee shall be in default or breach of any of the terms of these Easements, Grantor shall give written notice to Grantee of such default or breach. Grantee shall then have ninety (90) days within which to commence to remedy any alleged default.
15. Any notice provided or permitted to be given in this instrument must be in writing and shall be given by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified, or by prepaid express services such as Federal Express or UPS. Notice deposited in the mail in the foregoing manner shall be deemed received five (5) days after it is so deposited, excluding Saturdays, Sundays, and postal holidays. Notice given in any other manner shall be effective only if and when actually received by the party to be notified. For purposes of notice, the addresses of the parties are shown above until changed as herein provided.
16. The Easements, as to each, will terminate one (1) year after the last well is plugged and abandoned by and Grantee will record a Notice of Termination at such time or times.
17. This instrument may be executed as one document or in several partially executed counterparts, and the original and counterparts shall be constructed together and shall constitute one instrument. The failure of one or more parties to execute this instrument or a counterpart hereof shall not in any manner affect the validity and binding effect of the same as the parties who execute said instrument. For recordation purposes, Grantee is authorized to detach the signature and acknowledgement pages from one or more counterparts and to attach them for filing with any other executed counterparts.
18. Grantor will reasonably grant LPEA an electric easement for and to the above Easements if requested by Grantee or required by any regulation and if appropriate electric capacity is reasonably available.
19. Either party shall have the right to record this Agreement in the records of La Plata County, Colorado, and shall have the further right, but not obligation, to record from time to time any "as-built" plats that may be drawn approximately depicting and identifying the location of the access roads, pipelines, and the wells on the lands. Upon recording, each such plat shall be deemed to be an amendment to this Agreement and incorporated herein.
20. This Agreement is the final agreement between the parties and supersedes any and all prior oral agreements related to the subject matter of this agreement. Except as provided above, this Agreement shall not be amended except in writing signed by both parties.
21. In addition to the details set forth above, to the extent circumstances are known at the time of signing this Agreement, and to the extent applicable to the Lands described above, Grantee addresses certain additional topics and agrees as set forth below:
  - Grantee will manage and conduct its operations such that reasonable control will be exercised in order to minimize noise, dust, weeds and traffic. Grantee will comply with all applicable rules, regulations and laws.
  - Grantee will not permit any unauthorized persons to trespass on the Lands and will not allow its workers to litter or leave any garbage on the Lands.
  - Grantee shall not permit its agents, employees, guests, contractors, subcontractors, or service company personnel to carry alcoholic beverages, firearms, archery equipment, wildlife calls, weapons, spotting, optical or night vision equipment (other than as required for oil and gas operation), or to bring dogs or other animals on the Lands.
  - Grantee will limit and effectively control to the extent reasonably practical water runoff and erosion. Grantee will take such steps as are practical and reasonable to minimize drainage changes.

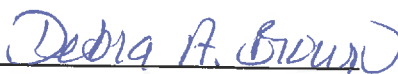
- Grantee will perform interim reclamation around the permanent or ongoing operations pad after drilling and completion is finished. Grantee also will perform final reclamation after plug and abandonment operations are finished.
- Grantee will use reasonable efforts to minimize damage to plant life and will restore plant life where feasible and upon request of Grantor.
- Grantee will utilize all reasonable practices to minimize surface damage to the Lands.
- The pipeline route will be as depicted in attached Exhibit <sup>A</sup>~~B~~.
- Grantee will prudently use/impound water on the surface, if applicable.
- Neither party shall be liable to the other for special, indirect, or consequential damages, resulting from or arising out of this Agreement, including, without limitation, loss of profit or business interruptions, however same may be caused.
- Except as set forth herein, Grantee shall not interfere with Grantor's reasonable use of the Lands. Grantor agrees that this Agreement shall be deemed to fully satisfy any obligation to accommodate Grantor's use of surface of the Lands, present or future.
- The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- This Agreement may be executed via electronic or facsimile signatures, which shall have the same force and effect as if they were original signatures.
- Grantor hereby warrants and represents that Grantor shall not disclose or publish in any form or fashion the amounts or details of the Agreement reached between the parties herein, it being understood that such warranty and representation forms part of the consideration in this Agreement.

22. The consideration for this Agreement includes and covers any and all potential damages sustained by the Grantor for loss of agricultural production and income, lost land value, lost value of any improvements and any other damages caused by the proposed oil and gas operations. Compensation for additional surface damages, if any, that may occur outside of the reasonable scope of operations contemplated by this Agreement shall be negotiated between Grantor and Grantee, but shall not affect the term or validity of this Agreement.

EFFECTIVE as of the 27<sup>th</sup> day of July, 2024.

**GRANTOR:**

  
 \_\_\_\_\_  
 J Paul Brown

  
 \_\_\_\_\_  
 Debra A Brown

**GRANTEE:**

**CATAMOUNT ENERGY PARTNERS LLC**

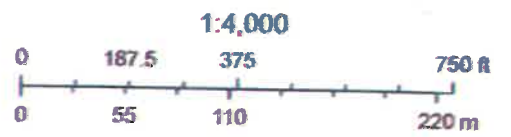
  
 \_\_\_\_\_  
 Craig A. Reid, President



# Exhibit A



July 26, 2024



Disclaimer: The information is provided as is without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular