

**MEMORANDUM OF
SURFACE USE AGREEMENT**

This Memorandum of Surface Use Agreement ("Memorandum") is made and executed as of the 5th day of September, 2019 to evidence that:

The Surface Use Agreement ("Agreement") dated the 5th day of September, 2019 was entered into by and between **Chevron U.S.A. Inc.** whose address is 1400 Smith Street, Houston, Texas 77002 ("Surface Owner"), and **TEP Rocky Mountain LLC** whose address is 1058 County Road 215, Parachute, Colorado 81635 ("Operator"), with Surface Owner and Operator collectively known as the "Parties," which, among other provisions, provides as follows:

- 1) Surface Owner agrees that Operator and its employees, contractors, subcontractors, agents, and business invitees may access, reconstruct, and use the one (1) existing GR 12-29 pad, as depicted on the attached Exhibit "A", for operations in connection with the drilling, completion, and production of sixteen (16) new oil and gas wells;
- 2) Surface Owner agrees that the mechanically stabilized fill slope will be left in place till final reclamation. This will ensure the long-term stability of the GR 12-29 pad during production operations. During interim reclamation, topsoil will be placed on the fill slope and the areas of the pad that are not necessary for long-term production activities to promote growth of desired vegetation. Once all the wells on the GR 12-29 pad have been plugged and abandoned, the GR 12-29 pad will be recontoured as close as possible to pre-disturbance conditions. The mechanically stabilized fill slope will be pulled back and any structural geogrid materials excavated during the final reclamation process will be hauled off-site for disposal.
- 3) Upon written request and consent in writing, Surface Owner waives all notification requirements in COGCC Rule 305 and meeting requirements in COGCC Rule 306, or any successor policies, rules or amendments regarding Surface Owner or Building Unit Owner notifications and/or meetings. Upon written request and consent in writing, Surface Owner also waives all setback requirements in COGCC Rules 603 and 604, or any successor rule or amendment to the COGCC setback rules, and to any other State or Local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of Operator or its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement; and,
- 4) This Memorandum shall be construed as a covenant running with the Lands and shall be binding on any and all personal representatives, successors, and assigns of the Parties.

This Memorandum is being executed by the Parties for the primary purpose of recording and thus advising all interested parties of the existence and validity of such Agreement, the exact terms and conditions of which are more fully stated in the unrecorded instrument on file with the respective Parties. In the event of any conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall govern. This Memorandum shall constitute notice to all parties of the existence of this Agreement as though it was described in total detail herein.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

Surface Owner:

Chevron U.S.A. Inc.

By: 

Name:
Title: **Robert Nunmaker**
Attorney-in-Fact

Operator:

TEP Rocky Mountain LLC

By: 

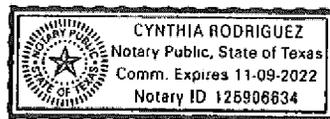
Name: **Tiffany C. Pollock**
Title: **Vice President of Land**

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 5th day of September, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Nunemaker known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed same in the capacity of Attorney-in-Fact of **CHERVON U.S.A. INC.**

My Commission Expires: 11/09/2022

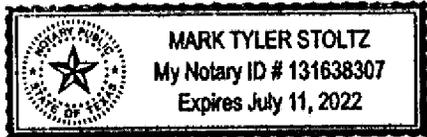


Cynthia Rodriguez
Notary Public

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 5th day of September, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Tiffany C. Pollock** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed same in the capacity of **Vice President of Land of TEP ROCKY MOUNTAIN LLC.**

My Commission Expires: 7/11/2022



Mark Stoltz
Notary Public

EXHIBIT "A - 1"

Attached to and made a part hereof that certain Memorandum of Surface Use Agreement dated this 5th day of September 2019, by and between **Chevron U.S.A. Inc.**, Surface Owner, and **TEP Rocky Mountain LLC**, Operator

Township 6 South, Range 96 West, 6th P.M.
 Section 29: SW¹/₄NW¹/₄
 Garfield County, Colorado

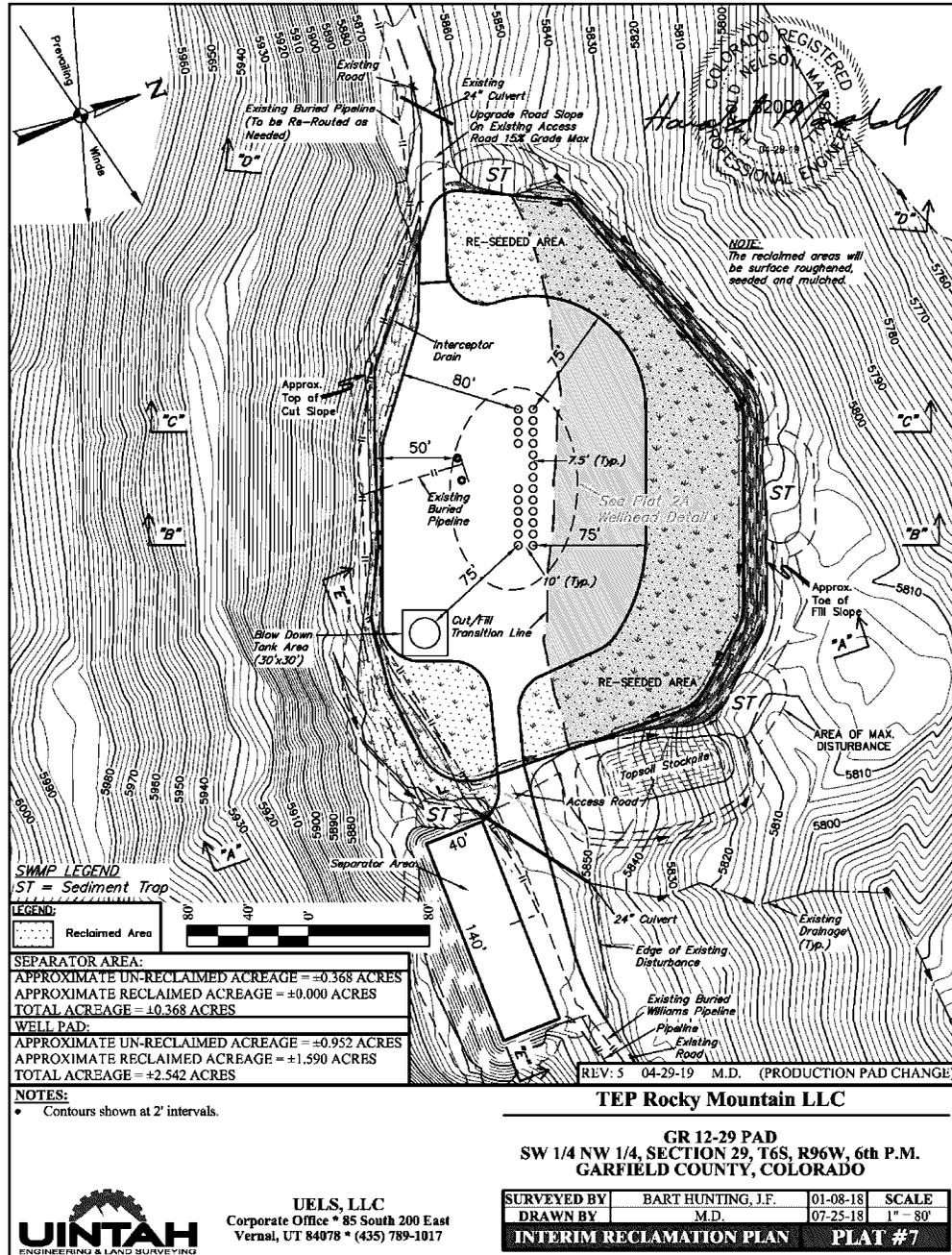


EXHIBIT "A - 2"

Attached to and made a part hereof that certain Memorandum of Surface Use Agreement dated this 5th day of September 2019, by and between **Chevron U.S.A. Inc**, Surface Owner, and **TEP Rocky Mountain LLC**, Operator

Township 6 South, Range 96 West, 6th P.M.
 Section 29: SW¹/₄NW¹/₄
 Garfield County, Colorado

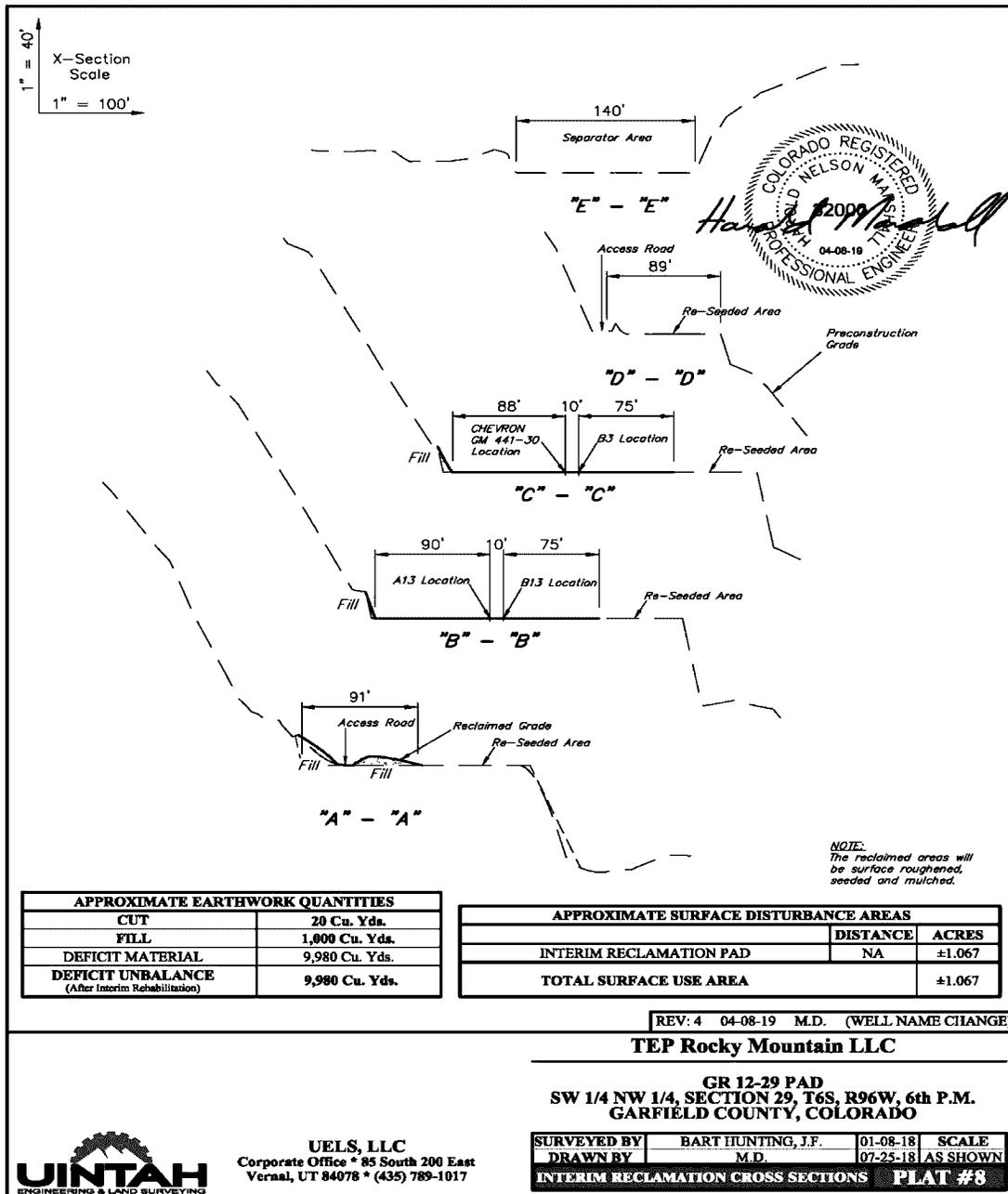


EXHIBIT "A - 3"

Attached to and made a part hereof that certain Memorandum of Surface Use Agreement dated this 5th day of September 2019, by and between **Chevron U.S.A. Inc**, Surface Owner, and **TEP Rocky Mountain LLC**, Operator

Township 6 South, Range 96 West, 6th P.M.
 Section 29: SW¹/₄NW¹/₄
 Garfield County, Colorado

