

Execution Version

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (this "**SUA**") is entered into on September 25, 2023, 2023 (the "**Effective Date**"), by and between LAMBERT INVESTMENT 1, LLC, a Colorado limited liability company ("**Lambert 1**") and LAMBERT INVESTMENT 2, LLC, a Colorado limited liability ("**Lambert 2**," and, collectively with Lambert 1, the "**Surface Owner**"), whose address is 167 East Bridge Street, Brighton, Colorado 80601, and KERR-MCGEE OIL & GAS ONSHORE LP, a Delaware limited partnership ("**KMOG**"), with offices at 1099 18th Street, Suite 700, Denver, Colorado 80202, covering certain lands situated in Weld County, Colorado, as identified on **Exhibit A** attached hereto, and described as follows, to wit (the "**Lands**"):

Township 2 North, Range 63 West of the 6th P.M.
Section 31: SWNW
containing 40.00 acres, more or less.

Surface Owner and KMOG are each individually referred to herein as a "**Party**," and, collectively, as the "**Parties**."

NOW, THEREFORE, in consideration One Hundred Dollars (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Compensation; Release of Claims.

KMOG shall pay to Surface Owner the sum set forth in that certain Agreement Regarding Compensation between Surface Owner and KMOG entered into contemporaneously with this SUA, as consideration and satisfaction for detriment, depreciation, and normal damages to the Lands or growing crops thereon that may occur as a result of KMOG's operations on the Lands, including, but not limited to, KMOG's drilling and completion operations, its continuing activities for the production and transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Lands, ingress, egress, access roads, wellhead equipment, separators, tank batteries, temporary above-ground water lines and completion fluid lines, belowground pipelines, flowlines, pipeline interconnections, belowground electrical lines and equipment, belowground data transmission lines and equipment, and any and all other reasonable and customary uses of the Lands related to all such operations or activities.

Notwithstanding anything to the contrary contained herein, if, by reasons resulting from the operations of KMOG, there is damage to real or personal property on the Lands, including but not limited to, damage to structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, the damages shall be repaired or replaced by KMOG or KMOG shall pay reasonable compensation to Surface Owner for the damage or an amount equal to the reasonable costs to repair the damage.

Notwithstanding anything to the contrary contained herein, this SUA does not relieve KMOG from liability due to KMOG's negligence or due to spills or discharges of any hydrocarbons or toxic substance or hazardous chemicals or wastes, or from leaks or breaks in KMOG's pipelines. Any pollution of the Lands or groundwater due to spills or leaks of hydrocarbons, chemicals, produced water, or other oilfield waste, shall be reclaimed to the pre-contamination condition of the Lands and/or groundwater.

2. Acknowledgement of Rights and Easement of KMOG.

Surface Owner acknowledges and understands that KMOG, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands for the purpose of extracting the minerals under the Lands and lands pooled therewith, and that KMOG has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, other pipelines and related equipment used to remove production from under the Lands and lands pooled therewith, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment, pipelines and pipeline interconnections for its operations and activities but only to the extent necessary to remove the production from under the Lands and lands pooled therewith; provided, however, KMOG agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed.

3. Grant of Rights and Easements to KMOG.

Surface Owner hereby grants to KMOG a subsurface easement through the Lands and the E2 of Section 36, Township 2 North, Range 64 West of the 6th P.M. for the purpose of drilling oil and gas wells that may be directional or horizontal and that produce and drain oil and gas from the Lands and lands pooled therewith and a surface easement and right-of-way on the Lands to use the Oil and Gas Location (as defined below) for its operations, including, but not limited to, civil, wildlife, and environment, noise, surveys and studies, air monitoring, drilling and completion operations, its continuing activities for the production and transportation of oil, gas, other hydrocarbons, produced water or products associated with such operations and activities, use of the Oil and Gas Location, Temporary OGOA (as defined below), ingress, and egress in the locations depicted on **Exhibit A**, the construction, use and maintenance of access roads, which are depicted on the attached **Exhibit A**, wellhead equipment, separators, tank batteries, underground pipelines, flowlines, pipeline interconnections, underground electrical lines and equipment (subject to Section 11 hereof), underground data transmission lines and equipment, and (c) any and all other reasonable and customary uses of the Lands within the Oil and Gas Location, Temporary OGOA, and locations depicted on **Exhibit A** related to all such operations or activities and the construction, operation, maintenance, repair and replacement of, facilities, temporary above-ground water lines and completion fluid lines, subsurface flowlines, and other subsurface pipelines, subsurface data transmission lines, subsurface electrical lines and related equipment (subject to Section 11 hereof) that may be necessary to its operations on the Lands in the locations set forth on the attached **Exhibit A**.

The location of the wells and facilities, as well as the working pad surfaces immediately adjacent thereto, (collectively, the "**Oil and Gas Location**") on the Lands shall be an area no larger than twelve (12) acres, together with additional land adjacent to the Oil and Gas Location for stormwater management and temporary operations, which shall not exceed an additional fifteen (15) acres ("**Temporary OGOA**"), incidental to the Oil and Gas Location. The areas reserved for the Oil and Gas Location and Temporary OGOA are generally depicted on **Exhibit B** attached hereto. Should the Oil and Gas Location not be approved by any governmental agency, whether it be federal, state, or local, having authority over the siting of Oil and Gas Location, then Surface Owner and KMOG agree to negotiate a mutually acceptable alternate area for the Oil and Gas Location on the Lands. Following completion of the wells, KMOG shall be entitled to use only the Oil and Gas Location and access thereto.

Surface Owner further grants to KMOG a subsurface easement, surface easement and right to drill, produce, and abandon horizontal, vertical and directional oil and gas wells on the Lands that may produce and drain oil and gas from the Lands and lands pooled therewith and to locate, construct, use, and maintain surface and subsurface equipment, including but not limited to subsurface flowlines, compressors within the Oil and Gas Location, wellheads within the Oil and Gas Location, and all associated production equipment, facilities, and appurtenances related to transportation of oil and natural gas from such wells within the Oil and Gas Location.

4. Pipeline Easement and Right-of-Way.

Pipeline easements shall be fifty (50) feet in width during construction and thirty (30) feet in width thereafter. No compressors or above ground equipment which is appurtenant to the pipeline shall be located outside of the Oil and Gas Location. Upon prior written consent from KMOG, which consent shall not be unreasonably withheld or delayed, Surface Owner shall have the right to (a) cross KMOG's pipeline easements with roadways and other utilities; provided that, such crossing is made at an angle of not less than 60 degrees and not more than 90 degrees, and (b) install and maintain easements that are adjacent to KMOG's pipeline easements for utility lines, including, but not limited to those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however: (a) any new underground facilities that travel along KMOG's pipeline easement shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; (b) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline; and (c) any overhead power lines installed by Surface Owner shall be at least twenty (20) feet above the ground; provided, however, Surface Owner shall not install overhead power lines above the Oil and Gas Location except Surface Owner may install overhead power lines along the western property line subject to Section 11 hereof. Surface Owner agrees that it will notify each utility company that, except in cases of emergency, KMOG must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten (10) feet of KMOG's pipeline easement. Surface Owner may plant shallow root vegetation in the KMOG's pipeline easements and may maintain above ground irrigation systems thereon. At its sole risk, Surface Owner may also build and maintain unpaved trails along KMOG's pipeline easements. KMOG shall not be liable for injury to Surface Owner or damage to the vegetation, irrigation system, or trails as a result of Surface Owner's access to, maintenance of, and operations within KMOG's pipeline easements.

Surface Owner further agrees that a third-party midstream company designated by KMOG may exercise the easement rights described herein, provided that Surface Owner may negotiate and receive payment for use and damages to the Lands from the third-party midstream company.

5. Employee Parking and Living Quarters.

KMOG's employees shall not park on the Lands outside of the Oil and Gas Location or, if present, the Temporary OGOA and are permitted to park in the Oil and Gas Location or, if present, the Temporary OGOA only while conducting operations on behalf of KMOG. No living quarters shall be constructed upon the Lands, except that drilling crews and geologists or service personnel may use temporary trailers during drilling, completion, or reworking activities.

6. Activities on the Lands.

None of KMOG's employees, agents, or contractors, or any other person under the direction or control of KMOG shall be permitted to carry firearms or any other weapon on the Lands and such persons shall not hunt, fish, or engage in recreational activities on the Lands. No dogs, except for Surface Owner's dogs, will be permitted on the Lands at any time. KMOG will notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Lands. None of KMOG's employees, agents, or contractors, or any other persons under the direction or control of KMOG, shall possess or be under the influence of alcohol, marijuana, or illegal drugs while on the Lands. Further, KMOG and its employees, agents, or contractors, or any other person under the direction or control of KMOG shall not cut or transport firewood or remove artifacts and other non-oil and gas materials from the Lands.

7. Lighting.

Lighting within the Oil and Gas Location or, if present, the Temporary OGOA, shall be limited to that reasonably necessary to illuminate areas for ongoing night-time operations, safety, security, and be in compliance with Colorado Energy & Carbon Management Commission, or its successor agency (the "**ECMC**"), Rule 424.

8. Noise Mitigation.

KMOG shall install all noise mitigation measures as required by the ECMC and local regulations. After the wells are drilled and completed, noise mitigation will be in compliance with ECMC Rule 423.

9. Environmental Safeguards.

KMOG shall employ the best available equipment to recycle volatile organic compounds from tanks and separators in order to minimize escape of volatile organic compounds into the environment. KMOG shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Lands. Any spill of oil, grease, solvents, chemicals, or hazardous substances on the Lands which are reportable to regulatory authorities under applicable law or regulations shall be reported to Surface Owner in accordance with ECMC Rule 912.

10. Storm Water and Erosion Control.

KMOG shall be responsible for complying with all federal, state, and local regulations relating to storm water runoff, sediment, and erosion control and shall obtain any necessary storm water permit(s) for all of KMOG's activities as required by the applicable regulatory authority.

11. Power Lines.

Except as required by a third-party power provider necessary to supply power to the Lands and to transfer custody of electrical power from a third-party to KMOG on the Lands, there shall be no above ground power lines installed to provide power for KMOG's operations. If Surface Owner receives permission from the third-party power provider, Surface Owner shall have the right to use the third-party's power lines installed on the Lands so long as Surface Owner's use thereof does not interfere with KMOG's operations on the Lands.

12. Roads.

KMOG's obligations to construct and maintain roads on the Lands are set forth in **Exhibit C** attached hereto and incorporated herein by this reference.

13. Water Quality.

All water wells on the Lands shall be tested by KMOG, at its sole cost and expense, in accordance with ECMC Rule 615; provided, however, additional testing shall be completed upon written request from the Surface Owner, such additional testing shall not exceed once a year. Test results will be provided to Surface Owner. Surface Owner shall be entitled to conduct its own water well testing at its sole cost and expense. Such test results will be provided to KMOG.

14. Reclamation.

Following the plugging and abandonment of a well, removal of a facility, or the termination of any other operation or use of the Lands which resulted in the disturbance of the surface of the Lands, KMOG shall perform final reclamation in accordance with ECMC Rule 1004.

15. Weeds.

KMOG shall undertake all reasonable efforts necessary to control the germination and growth of noxious weeds on the Lands. Surface Owner and KMOG shall discuss applicable methods of control and times for application.

16. Fences and Gates.

KMOG will install and maintain a stock-proof fence around the well and production facility locations. KMOG will consult with Surface Owner prior to cutting or relocating any existing fence. KMOG will repair or replace, to Surface Owner's reasonable specifications, any improvement, fence, cattle guard, or gate damaged as a result of KMOG's activities. Gates into the Oil and Gas Location shall remain closed except when necessary for vehicles to enter or leave the Oil and Gas Location. After the wells are drilled and completed, KMOG will install a chain link security fence around the wells and production facilities.

17. Waivers and Authorizations.

Surface Owner, for itself and its successors and assigns, hereby waives the right to, and covenants not to, protest or object to the use of the surface of the Lands by KMOG as provided in this SUA. Furthermore, Surface Owner and its successors and assigns will provide KMOG and its successors and assigns with all written waivers, consents and other evidence of support KMOG may reasonably require to obtain permits from the ECMC or any local jurisdiction.

Surface Owner understands and acknowledges that the ECMC Rules and the Weld County Code require certain notifications related to the permitting of oil and gas locations and conducting oil and gas operations on the Lands. Surface Owner hereby waives the right to receive notices for itself, its successors and assigns, and acknowledges all required consultations pursuant to the following ECMC Rules: 303.e.(1)B; 309.b.(2); 314.e.(11)E.; 314.f.(1).C.ii; 412.a; 412.b.; 435.a.(3); and Weld County Code Sec. 21-5-355.B., Sec. 21-5-355.C., and any successor rules or amendments.

Upon request of KMOG or its successors and assigns, Surface Owner agrees to execute, acknowledge and deliver to KMOG and its successors and assigns all authorizations and permits, and all applications for authorizations and permits, required by any regulatory or governmental agency in connection with KMOG's access to its operations on the Lands. Furthermore, Surface Owner understands that this SUA may be used as the authorization form for access permit submittals described herein.

Surface Owner acknowledges that KMOG and its successors and assigns may cite the waivers in this SUA in order to obtain exceptions and variances from the ECMC or from any other state or local body having jurisdiction over oil and gas operations. Surface Owner agrees that this SUA satisfies any requirement for a consent to an exception or variance signed by the Surface Owner, Residential Building Unit owner or tenant (as these terms are used in the ECMC Rules and any successor rules or amendments), homeowner or the like and agrees that KMOG and its successors and assigns may provide a copy of this SUA to the ECMC or to any other state or local body in satisfaction of such requirement for any of the waivers, authorizations or consents provided for herein.

18. Notice to Future Owners.

Surface Owner shall provide notice to all buyers and assignees of an interest in the Lands (or any portion thereof), including, but not limited to all builders, property owners, property owners' associations, and special districts (the "**Future Owners**") of the existence of this SUA, the grants and waivers contained herein and the fact that Surface Owner has agreed to the amount of compensation for surface damages, for the grant of additional rights and easements and for the agreements and waivers in this SUA. In addition, Surface Owner will notify Future Owners that, as successors in interest to Surface Owner, Future Owners shall assume the obligations undertaken by Surface Owner pursuant to this SUA, including the obligation to execute and deliver waivers to KMOG and its successors and assigns and to provide notice to subsequent Future Owners. It is expressly understood and agreed by Surface Owner and KMOG that the waivers, notice requirements and the obligations assumed by Future Owners as set forth in this SUA are, and shall be construed to be, covenants that run with the Lands.

19. Term.

This SUA shall remain in effect for five (5) years and so long thereafter as required by KMOG for operations on the Lands.

20. Force Majeure.

In the event that any express covenants, implied covenants or obligation contained herein is not fulfilled within the time period required hereby, and such failure is beyond KMOG's reasonable control, including but not limited to compliance with any regulations, order of instruction of any federal, state or municipal government or any department or agency thereof, acts or omissions of any other party hereto, acts of civil or military authority, fires, strikes, lockouts, embargoes, or other industrial disturbances, acts of the public enemy, blockades, terrorism, riots, epidemics, pandemics, lighting, earthquakes, floods, explosions, accidents or repairs to machinery or pipes, delays of carriers, inability to obtain necessary approvals, permits, labor, materials or rights of way on reasonable terms, acts of public authorities, Acts of God, or any other causes, whether or not of the same kind as enumerated herein, not within the control of the KMOG and which by the exercise of due diligence KMOG is unable to overcome, then in the event of such delay, the date required for fulfillment of such obligation shall be automatically extended for a period equal to the time lost by reason of the delay. In no event, however, shall this provision apply to an obligation requiring solely the payment of money.

21. Indemnity.

KMOG SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS THE SURFACE OWNER FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, CLAIMS, DEMANDS, COSTS AND EXPENSES WHICH MAY RESULT FROM INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY, WHICH IN ANY WAY WHATEVER IS DUE TO OR ARISES BECAUSE OF KMOG'S NEGLIGENT ACTS OR OMISSIONS AND BREACH(ES) OF THIS SUA WHILE PRESENT ON, OCCUPYING OR USING THE LANDS PURSUANT TO THE RIGHTS GRANTED HEREIN, EXCEPT TO THE EXTENT THAT SUCH LIABILITY, LOSS, DAMAGE, CLAIM, DEMAND, COST AND EXPENSE ARISES AS A RESULT OF SURFACE OWNER'S NEGLIGENCE OR WILLFUL MISCONDUCT.

22. Compliance with Laws.

KMOG agrees to comply with and conform to all applicable laws, rules, and regulations, including without limitation, the rules, and regulations of the ECMC, or other such agencies having jurisdiction over the Lands.

23. Assignment.

KMOG may assign this SUA in whole or in part.

24. Waiver.

Neither Party shall be liable in an action initiated by one against the other for special, punitive, indirect or consequential damages, loss of value, loss of production, loss of financial advantage, loss of profit or business interruptions, in each case, resulting from or arising out of this SUA, however the same may be caused.

25. Governing Law and Venue.

This SUA shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction. Any dispute arising out of or relating to this SUA which cannot be amicably resolved by the Parties shall be brought in a federal or state court of competent jurisdiction sitting in the State of Colorado and the Parties irrevocably submit to the jurisdiction of any such court solely for the purpose of any such suit, action or proceeding.

26. Counterpart Signatures.

This SUA may be executed in any number of counterparts, each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

27. Authority to Execute.

Surface Owner represents and warrants that it has the authority to execute this SUA in the capacity stated below.

28. Severability.

If a court of competent jurisdiction determines that any clause or provision of this SUA is void, illegal, unenforceable or unconscionable under any present or future law (or interpretation thereof), the remainder of this SUA shall remain in full force and effect, and the clauses or provisions that are determined to be void, illegal, unenforceable, or unconscionable shall be deemed severed from this SUA as if this SUA had been executed with the invalid provisions eliminated; provided, however, that notwithstanding the foregoing, if the removal of such provisions destroys the legitimate purposes of this SUA, then this SUA shall no longer be of any force or effect. The Parties shall negotiate in good faith for any required modifications to this SUA required as a result of this provision. In the event that any part of this SUA would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this SUA shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

29. Entire Agreement.

This SUA and the exhibits hereto set forth the entire integrated agreement among the Parties regarding the use of the Lands and supersedes any previous communications, representations, or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any Party unless in writing and signed by an authorized representative of each Party.

30. Recording.

KMOG may record this SUA or a memorandum of this SUA with the Clerk and Recorder of the County in which the Lands are located.

31. Titles and Headings.

Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this SUA.

32. Not Construed Against Drafter.

This SUA has been negotiated and prepared by the Parties and their respective counsel and should any provision of this SUA require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

33. Binding Agreement.

The terms of this SUA shall constitute covenants running with the Lands and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto.

(Remainder of page intentionally left blank. Signature and acknowledgment pages follow.)

Lambert Investment 1, LLC has executed this SUA as of the date of its acknowledgment below, but to be effective for all purposes as of the Effective Date.

Surface Owner:

Lambert Investment 1, LLC,
a Colorado limited liability company

By: Barbara J Lambert
Name: Barbara J. Lambert
Title: Managing Member

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 25th day of Sept 2023, by Barbara J. Lambert as Managing Member of Lambert Investment 1, LLC, on behalf of the company.

Witness my hand and official seal.

Trevor Walker

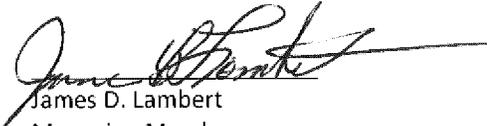
Notary Public
My commission expires: 02 25/2026

TREVOR WALKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104005322
MY COMMISSION EXPIRES 02/25/2026

Lambert Investment 2, LLC has executed this SUA as of the date of its acknowledgment below, but to be effective for all purposes as of the Effective Date.

Surface Owner:

Lambert Investment 2, LLC,
a Colorado limited liability company

By: 
Name: James D. Lambert
Title: Managing Member

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 28 day of Sept., 2023, by James D. Lambert as Managing Member of Lambert Investment 2, LLC, on behalf of the company.

Witness my hand and official seal.



Notary Public
My commission expires: 02/25/2026

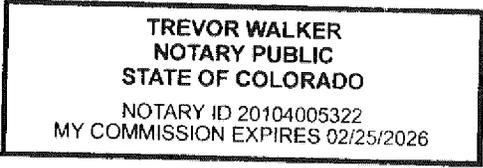


EXHIBIT A

Attached to and made a part of that Surface Use Agreement dated effective September 25, 2023, by and between Lambert Investment 1, LLC and Lambert Investment 2, LLC, collectively, as Surface Owner, and Kerr-McGee Oil & Gas Onshore LP.

Lands

See attached.

EXHIBIT A LANDS

SW1/4 NW1/4 SECTION 31, TOWNSHIP 2 NORTH, RANGE 63 WEST, 6TH P.M.



LEGEND

- TOTAL DISTURBANCE AREA (±27 ACRES)
- PROPERTY LINE (APPROXIMATE, SEE NOTE 1)
- ACCESS ROAD (30' WIDE)

NOTE:

1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

K:\AHD\04902023\023_55_AKESQUITE_T2N_R63W_SEC_31.DWG, 9/16/2023 11:35:13 AM, sarch@ag



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 Loveland, Colorado 80538
 Phone: 970.776.4311

SHERIDAN OFFICE
 1099 Saberon Avenue
 Sheridan, Wyoming 82801
 Phone: 307.674.0629

DATE SURVEYED: N/A
 DATE: 9/3/23
 DRAFTER: SRS
 REVISED: 9/6/23

DATA SOURCE:
 - AERIAL COURTESY OF NAIP.

PREPARED FOR:
Kerr-McGee Oil & Gas Onshore LP

EXHIBIT B

Attached to and made a part of that Surface Use Agreement dated effective September 25, 2023, by and between Lambert Investment 1, LLC and Lambert Investment 2, LLC, collectively, as Surface Owner, and Kerr-McGee Oil & Gas Onshore LP.

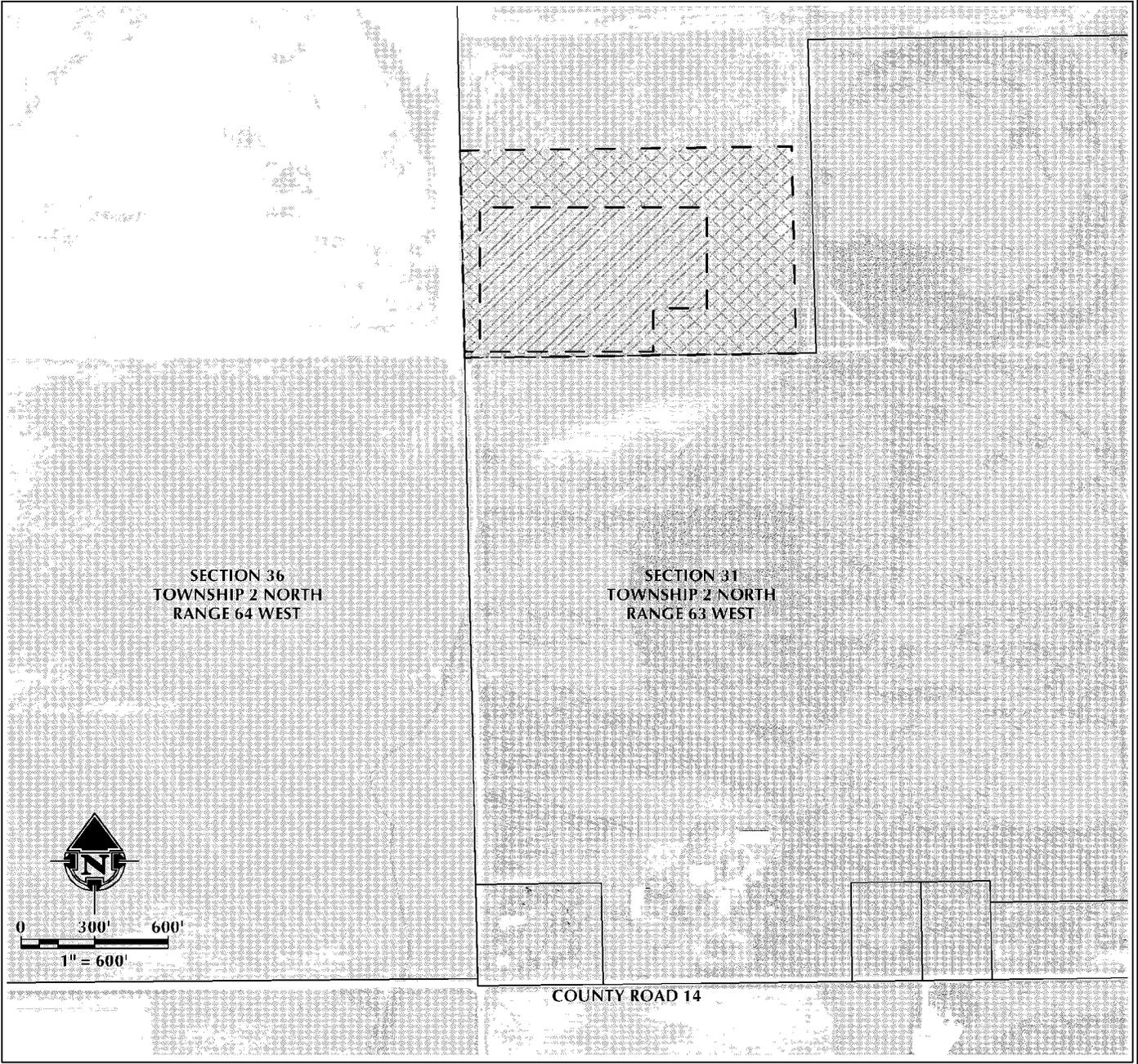
Oil and Gas Location & Temporary OGOA

See attached.

EXHIBIT B

OIL AND GAS LOCATION & TEMPORARY OGOA

SW1/4 NW1/4 SECTION 31, TOWNSHIP 2 NORTH, RANGE 63 WEST, 6TH P.M.



LEGEND

- OIL AND GAS LOCATION (±12 ACRES)
- TEMPORARY OGOA (±15 ACRES)
- PROPERTY LINE (APPROXIMATE, SEE NOTE 1)

NOTE:

1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

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DATE SURVEYED: N/A
 DATE: 9/3/23
 DRAFTER: SRS
 REVISED: 9/6/23

DATA SOURCE:
 - AERIAL COURTESY OF NAIP.

PREPARED FOR:
Kerr-McGee Oil & Gas Onshore LP

EXHIBIT C

Attached to and made a part of that Surface Use Agreement dated effective September 25, 2023, by and between Lambert Investment 1, LLC and Lambert Investment 2, LLC, collectively, as Surface Owner, and Kerr-McGee Oil & Gas Onshore LP.

Construction and Maintenance of Roads

a. KMOG's use of the access roads is limited to accessing the Oil and Gas Location and Temporary OGOA in the location depicted on the attached Exhibit A. The access roads shall not be used by KMOG to access other lands for oil and gas operations or any other purpose. The access roads are non-exclusive and shall not exceed thirty (30) feet in width.

b. KMOG shall construct the access roads in compliance with the standards of Weld County, Colorado, for gravel roads; provided, however, KMOG shall be permitted to use Class 5 or Class 6 road base in its construction of the access roads.

c. KMOG shall use commercially reasonable efforts to minimize any cuts and fills associated with the access roads.

d. Culverts shall be installed at ditch and drainage crossings when requested by Surface Owner to prevent obstruction to the free flow of the volumes of water being carried, inclusive of flood stages. KMOG shall protect all water sources and conveyance structures, including but not limited to the natural flow of creeks, wells, and ditches, from all operational activities and shall immediately remedy any diversion, curtailment, or blockage of water flows or contamination of water sources.

e. The access roads shall be properly graded, drained, graveled consisting of road base of adequate depth (at least six (6) inches in depth) based on the topography of the land so as to avoid washouts and erosion and maintained by KMOG from commencement of use through final reclamation or termination of this Agreement. Further, KMOG shall keep the access roads in good order, at all times free from litter, debris, and noxious weeds. The road base used shall be what is referred to as "3-inch minus", which means that the material will consist of crushed rock three inches in diameter or less; provided, however, KMOG shall be permitted to use Class 5 or Class 6 road base in its construction of the access roads.

f. At the request of Surface Owner, permanent gates or cattle guards shall be installed at each point where the access roads intersect existing perimeter or cross fences. If gates are installed, the Parties agree to keep all gates locked in a manner to permit access by Surface Owner and KMOG at any time, either by a double lock system or otherwise.

g. KMOG, its employees, and contractors shall observe a safe speed limit at all times on the access roads, which shall not exceed twenty (20) miles per hour.

h. KMOG shall use commercially reasonable efforts to limit dust on the access roads. Magnesium chloride, or other commercial dust suppressants, shall not be used on the access roads.

i. Surface Owner shall have the right to relocate the access roads upon the mutual agreement by the Parties, provided that such relocation does not interfere with KMOG's operations. Any relocated access road shall be of similar utility, and all costs associated with such relocation, other than maintenance by KMOG to the standards set forth in this Agreement, shall be at Surface Owner's sole cost and expense.

j. Surface Owner reserves the right to use the access roads for any purpose for itself and its invitees which does not materially interfere with KMOG's oil and gas operations.

k. After initial construction of the wells and facility, KMOG shall use its best efforts to keep Surface Owner apprised of the names of agents and subcontractors who use the access roads.

l. KMOG shall use the access roads in a reasonable and prudent manner so as to prevent damage to such roads and any improvements which may be located adjacent thereto. KMOG shall undertake reasonable precautions to avoid any damage, other than normal wear and tear to gates, bridges, roads, culverts, cattle guards, fences, dams, dikes, or other facilities. All damages to the access roads caused by KMOG, its agents, employees, assigns, contractors, and subcontractors shall be repaired by KMOG as soon as possible to the condition existing prior to such damage.

(End of Exhibit C.)