

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT (this "Grant") is made this 22nd day of September, 2022 (the "Effective Date"), from **JAMASO LLC**, a Colorado limited liability company, whose mailing address is 4100 East Mississippi Avenue, Suite 500, Glendale, Colorado 80246, ("Grantor."), to **CRESTONE PEAK RESOURCES MIDSTREAM, LLC**, a Delaware limited liability company, ("CPRM"), having a mailing address of 555 17th Street, Suite 3700, Denver, Colorado 80202.

For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto CPRM, its successors and assigns, a non-exclusive, perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove and release, at CPRM's election, one or more pipelines, electric power lines, data transmission lines and equipment, and all associated appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the following legally described land located in Arapahoe County, State of Colorado the ("Right-of-Way Lands"):

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

1. **Right-of-Way Location.** The route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") are more particularly described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. The width of the Right-of-Way Lands is One Hundred feet (100') during construction and ending on December 31, 2023, and beginning on January 1, 2024 the width of the Right-of-Way Lands is Fifty feet (50'). Additionally, Grantor hereby grants to CPRM and its successors and assigns the right to use additional workspace during construction for maintenance and other operations at the crossing of existing easements, roads, railroads, streams, canals or uneven terrain alongside the Right-of-Way Lands on an as-needed basis.

2. **Temporary Work Easement.** After the initial construction of the pipelines CPRM may require, from time to time, additional temporary work space parallel and adjacent to the Right-of-Way Lands to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the pipelines together with all appurtenances. Grantor agrees to CPRM's use of a temporary work space as reasonably necessary to conduct such tasks.

3. **Warranty of Ownership.** Grantor represents and warrants to CPRM that Grantor is the sole owner in fee simple of the Right-of-Way Lands subject to the burden of this Grant and that Grantor has full right, power and authority to enter into this Grant.

4. **Pipeline Depth and Reclamation.** Any pipelines or appurtenances to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 48 inches below the surface of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without CPRM's prior written permission, not to be unreasonably withheld, conditioned or delayed. During construction, installation, replacement or similar operations, topsoil shall be segregated in accordance with local and state regulations, including those found at the Colorado Oil and Gas Conservation Commission. Grantor must allow for a minimum of 48 inches of cover, at all times. If cover is reduced beyond 48 inches, Grantor shall reimburse CPRM for all costs associated with line lowering. To the extent reasonably practicable and within ninety (90) days of exercising any of the rights herein granted, CPRM shall level, restore, reseed and reclaim any lands affected by CPRM's operations that have settling and shall sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of CPRM's pipelines.

5. **Removal, Repair and Restoration of Fencing.** CPRM shall repair or restore any fences on or adjacent to the Right-of-Way Lands that are removed or severed by CPRM in the course of the operations provided for in this Grant to the condition such fence was in immediately prior to its removal or severance by CPRM. If necessary to prevent the escape of Grantor's livestock, CPRM shall construct temporary gates or fences in those areas affected by CPRM's operations as provided for in this Grant.

6. **Surface Modification.** CPRM shall have the right from time to time to cut, mow, or otherwise remove all trees, undergrowth, vegetation, and other obstructions from the Right-of-Way Lands, that in its reasonable judgment may injure, endanger, or interfere with the exercise by CPRM of the right, privileges and rights-of-way and easements hereby granted. Also, Grantor agrees that Grantor will not build, create, or construct, or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of CPRM. Grantor agrees to not construct or allow any third-party pipeline to be constructed within the Right-of-Way Lands, except in the case such pipeline is crossing underneath CPRM's pipelines. Additionally, no new underground facilities that travel in parallel to CPRM's existing pipeline shall be located

closer than a distance horizontally of ten feet (10') and a distance vertically of twenty-four inches (24") from CPRM's pipelines constructed pursuant to this Grant.

7. Transportation. Notwithstanding anything to the contrary contained in this Grant, CPRM agrees to (i) travel safely across the Right-of-Way Lands; (ii) use the Right-of-Way Lands in a reasonable and prudent manner so as to prevent damage to any roads and improvements which may be located thereon or adjacent thereto, (iii) use commercially-reasonable efforts to limit vehicular traffic to the minimum number of vehicles reasonably required accomplish the activities provided for in this Grant; and (iv) except to the extent reasonably necessary during CPRM's installation, maintenance, repair, replacement, removal or reclamation of equipment, fixture or facilities as permitted under this Grant within the Right-of-Way Lands, CPRM shall not park or store (temporarily or otherwise), vehicles, construction equipment or any other equipment or personal property on the Right-of-Way Lands.

8. Grantor's Reserved Rights. Notwithstanding anything to the contrary contained in this Grant, Grantor hereby reserves the right, and Grantor shall have the right, to fully use and enjoy the Right of Way Lands, subject to the specific rights herein granted to CPRM, including, without limitation, the right to grant future easement interests in the Right of Way Lands to other grantees, including, without limitation, easements for pipelines and utilities, provided such interest and uses are not inconsistent with or unreasonably interfere with the specific rights granted to CPRM hereunder.

9. Other Improvements. Notwithstanding anything to the contrary contained in this Grant, Grantor reserves the right, at any time, and from time to time, to access, construct, install, operate, inspect, maintain, repair, replace, modify and remove additional improvements, including without limitation fencing, landscaping improvements, irrigation improvements, parking lots, streets, and access locations and improvements on, over and under the Right-of-Way Lands, at any time, and from time to time, provided that such activities are not inconsistent with or unreasonably interfere with the specific rights granted to CPRM hereunder. However, under no circumstances shall trees or deep-rooted shrubs be planted within the Right-of-Way Lands.

10. Mechanics' Liens. CPRM, as promptly as reasonably practicable, shall pay all costs for labor and materials in connection with any work done by it or caused to be done by it to or within or intended to be to or within the Right-of-Way Lands. CPRM shall use best efforts to keep the Right-of-Way Lands free and clear of all mechanics' liens and other liens on account of such labor, materials and work done related to the any of CPRM's activities. Should any such lien be filed or recorded against any portion of the Right-of-Way Lands or any action affecting the title thereto be commenced, CPRM shall give Grantor immediate written notice thereof, and, shall cause such lien to be removed of record (by discharge or bond) within twenty (20) days after such lien is so filed or recorded.

11. Relocation. CPRM agrees to fully cooperate with Grantor and Grantor shall have in its sole discretion the perpetual right to relocate any portion of the pipeline(s) or appurtenances and location of the Right-of-Way Lands at Grantor's sole expense. Notwithstanding the foregoing, if Grantor requests relocation, then Grantor agrees to execute a pipeline relocation agreement and to grant a new pipeline easement on the lands to which the pipeline(s) are relocated pursuant to the same terms and conditions herein, without further consideration. Further, any existing pipeline(s) shall not be removed until relocated lines are installed and in service.

12. Hazardous Materials. With respect to Hazardous Materials, CPRM specifically and expressly covenants and agrees as follows:

(a) No Hazardous Materials shall be brought on any portion of the Right-of-Way Lands, except for such materials as are expressly required for the operations permitted pursuant to this Grant. CPRM shall handle and store Hazardous Materials in compliance with all applicable laws, rules, regulations, orders, decrees and other requirements having the force of law.

(b) CPRM shall not release Hazardous Material onto the Right-of-Way Lands, or undertake any activity with respect to the Right-of-Way Lands that would cause a violation of any Hazardous Material Law.

(c) To the extent known to CPRM, CPRM shall immediately advise Grantor of any of the following:

(i) Any governmental or regulatory actions instituted or threatened under any Hazardous Material Law affecting the Right-of-Way Lands; and

(ii) All claims made or threatened by any third party against CPRM relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Material affecting the Right-of-Way Lands.

(d) For purposes of this Grant, "**Hazardous Materials**" shall mean any substance deemed hazardous under the Hazardous Material Laws, as defined below.

(e) For purposes of this Grant, "**Hazardous Materials Laws**" shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401, the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, and the Williams-Steriger Occupational Safety & Health Act of 1970, 29 U.S.C. §651 et seq., 29 C.F.R. 1910 Subpart H et seq., and all similar federal, state, and local environmental statutes, ordinances, and the regulations, orders and decrees now or hereafter promulgated thereunder.

13. Reimbursement and Indemnification. CPRM shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any and all damages resulting from CPRM's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands after the pipeline(s) have been constructed and installed on the Right-of-way Lands and contrary to the terms contained herein. CPRM shall defend, indemnify and hold Grantor harmless from and against all claims, causes of action, liabilities, losses, damages and expenses (including, without limitation attorneys' fees), damage to or destruction of property, or death of or injury to any person arising out of CPRM's activities and operations on the Right of Way Lands or the exercise of CPRM's rights hereunder, except to the extent such claims arise from a breach by Grantor of this Grant, or from the negligence or willful misconduct of Grantor.

14. Transfers. Grantor reserves the right, at any time and from time to time, to dedicate, convey, assign, lease, grant a lien, pledge, charge or other security interest encumbering, or sell, convey or otherwise transfer any portion of the Right-of-Way Lands or this Grant to any other person or entity; provided, however, that any such action shall not modify the rights granted to CPRM under and pursuant to this Grant.

15. Maintenance and Insurance. CPRM shall maintain the Right-of-Way Lands in a good, clean and lightly condition, including taking reasonable measures to keep the Right-of-Way Lands free of noxious weeds and litter. Prior to CPRM's entry onto any portion of the Right-of-Way Lands, CPRM shall deliver to Grantor a certificate of liability insurance, showing Grantor as an additional insured and complying with the following coverage and policy provisions specified as Public Liability Insurance written on a standard liability policy form (sometimes known as commercial general liability insurance) but without exclusionary endorsements which may delete coverage for products/completed operations, personal and advertising injury, blanket contractual, fire legal liability or medical payments. The policy shall have minimum limits of \$1,000,000 per occurrence bodily injury liability and property damage liability combined and \$5,000,000 in the aggregate. It is acceptable to provide the minimum total required limits through a combination of primary and excess limits. Such policy shall be endorsed to waive any rights of subrogation against Grantor, its affiliates, respective officers, directors, employees, agents, and assigns and shall be primary and non-contributory, and shall insure Grantor and CPRM against all liability arising out of this Grant (including CPRM's contractual indemnity obligations hereunder). CPRM shall obtain, keep in force and maintain, at no cost to Grantor, the insurance policies required hereunder. In addition, CPRM shall maintain, and cause its contractors to maintain workers' compensation insurance in conformity with Colorado law.

16. Rights, Privileges and Benefits. CPRM shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to the rights of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands, for any and all purposes necessary and incidental to exercising CPRM's rights hereunder.

17. Taxes, Mortgages and Liens. Grantor agrees that at CPRM's option and after providing Grantor with at least twenty (20) days prior notice, CPRM may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lands burdened by this Grant. If CPRM exercises such option, CPRM may reimburse itself out of any amounts otherwise payable to Grantor from CPRM.

18. Compliance with Laws. CPRM timely shall comply with all mean all applicable laws, rules, regulations, orders, decrees and other requirements having the force of law.

19. Modification. This Grant cannot be modified, except by an instrument in writing signed by Grantor and by an authorized representative of CPRM.

20. Assignments. The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and of CPRM.

21. Covenant Running with the Land. The terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and of CPRM.

22. Entire Agreement. Except for that certain Confidential Letter Agreement between Grantor and CPRM dated the 22nd day of September, 2022, this Grant contains the entire agreement of Grantor and CPRM.

23. Abandonment. In the event CPRM elects to abandon the pipeline(s), CPRM shall remove all above ground appurtenances on the Right-of-Way Lands and shall abandon the pipeline(s) in place, pursuant to applicable laws, rules and regulations. Upon completion of said abandonment operations, CPRM shall restore the Right-of-Way Lands as nearly as practicable to the condition that existed at the time immediately prior to such abandonment operations and all right, title and interest of CPRM under this Grant shall cease and terminate, and the Grantor shall hold the Right-of-Way Lands free from the rights so abandoned and released. Further, if CPRM does not commence construction or utilize the right-of-way in any manner provided for herein within three (3) years of the Effective Date, the right-of-way shall be deemed abandoned.

24. Recording. CPRM shall record an original of this Grant in the records of Arapahoe County, Colorado.

25. Choice of Laws. This Grant is to be construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law principles that impose or attempt to impose the law(s) of another jurisdiction.

26. Counterparts. This Grant may be executed in counterparts, including by electronic transmission, each of which shall be considered one and the same agreement.

27. Further Assurances. Each Grantor and CPRM each agree that, within fifteen (15) Business Days after receiving a request from the other party, it will execute, have acknowledged and deliver such other documents and take such other actions as may be reasonably requested by the other party to consummate the transaction contemplated by this Grant.

28. Attorneys' Fees. If either party to this Grant brings any proceeding to compel performance of, or to recover for breach of any covenant herein contained, and prevails on its claim therein (the "Prevailing Party"), the other party shall pay to the Prevailing Party its cost and expenses incurred, including its reasonable attorneys', consultants', experts' and witness fees, in addition to the amount of recovery and all other fees and all charges, costs and expenses incurred by the Prevailing Party in connection with such proceedings.

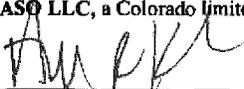
29. Partial Invalidity. If at any time subsequent to the date of this Grant, any provision of this Grant shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Grant.

30. No Waiver. The failure of any party at any time or times to require performance of any provision this Grant shall not affect the right at a later time to enforce the same. No waiver by any party of any condition, and no breach of any provision, term, or covenant contained in this Grant, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such

IN WITNESS WHEREOF, Grantor has executed, agreed to and delivered this Grant as of the date first above written.

Grantor:

JAMASO LLC, a Colorado limited liability company


By: Andrew R. Klein
Title: Manager

CPRM:

CRESTONE PEAK RESOURCES MIDSTREAM, LLC, a Delaware limited liability company


By: Allyson Boies
Title: VP of Land

Acknowledgements

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 22 day of September, 2022, by **Andrew R. Klein**, as **Manager** on behalf of **JAMASO LLC**, a Colorado limited liability company.

Witness my hand and official Seal.

My Commission Expires: 8/12/24

[Signature]
Notary Public: Blake Amen

BLAKE AMEN
Notary Public
State of Colorado
Notary ID # 20204027915
My Commission Expires 08-12-2024

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 22nd day of September 2022, by **Allyson Boies**, as **VP of Land** on behalf of **CRESTONE PEAK RESOURCES MIDSTREAM, LLC**, a Delaware limited liability company.

Witness my hand and official Seal.

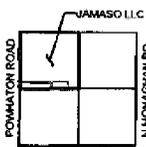
My Commission Expires: 10/9/2023

[Signature]
Notary Public: Leslie Mann

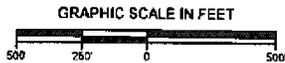
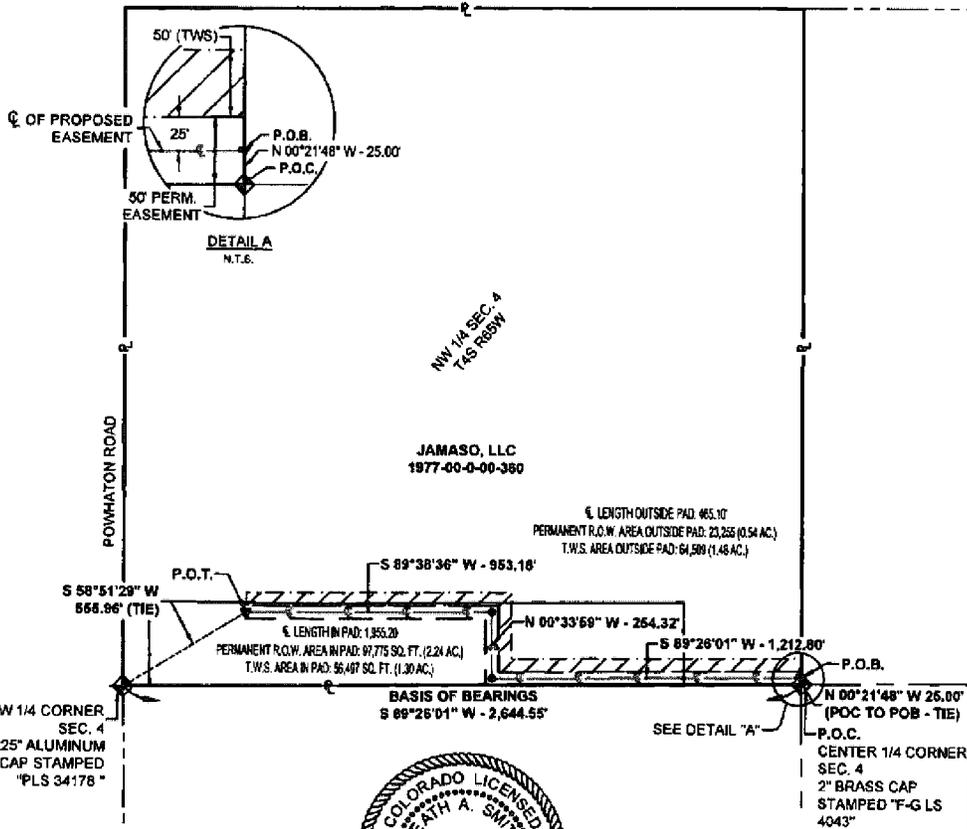
LESLIE MANN
Notary Public
State of Colorado
Notary ID # 20114064505
My Commission Expires 10-09-2023

EXHIBIT A

IN A PART OF THE NW 1/4 OF SECTION 4,
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
(NOT TO SCALE)



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. & ▲ POINT OF BEGINNING
- P.O.T. & ▲ POINT OF TERMINUS
- ▲ ANGLE POINT
- ◆ SECTION CORNER
- SECTION LINE
- - - INTERIOR SECTION LINE
- TIE LINE
- - - CENTERLINE OF EASEMENT
- EDGE OF EASEMENT
- ||||| TEMPORARY WORKSPACE (TWS)

THE TOTAL LENGTH OF THE 50' PERMANENT RIGHT OF WAY SHOWN HEREON THE JAMASO LLC PROPERTY IS 2,420.30 FEET (148.88 RODS).
THE TOTAL AREA OF THE PROPOSED PERMANENT RIGHT OF WAY SHOWN HEREON IS 121,030 SQUARE FEET (2.78 ACRES).
THE TOTAL AREA OF THE TEMPORARY WORKSPACE SHOWN HEREON IS 121,006 SQUARE FEET (2.78 ACRES).

- NOTES
- THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
 - THIS EXHIBIT IS NOT A BOUNDARY SURVEY, LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.
 - SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.
 - NOTICE ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
 - THE DISTANCES SHOWN HEREON ARE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.999712030.

EXHIBIT A - EASEMENT

JAMASO, LLC

IN A PART OF THE NW 1/4 OF SECTION 4,
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

SCALE: 1"=50'	DRAWN BY: JCV 8/20/2022	CHECKED BY: HS 8/20/2022	REV: 0
encompass		ENCORPASS ENERGY SERVICES 10801 W. 129th AVE., SUITE 400 BROOMFIELD, CO 80021	
DWS NO. 6207 - JAMASO, LLC_REV0		SHEET 1 of 2	

EXHIBIT B

PARCEL DESCRIPTION:

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY JAMASO, LLC AND IS LOCATED IN A PART OF THE NE 1/4 OF SECTION 4 TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 50 FEET WIDE EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 4 (AS MONUMENTED BY A FOUND 2" BRASS CAP STAMPED "F-G LS 4043"), FROM WHICH THE W 1/4 CORNER OF SAID SECTION 4 (AS MONUMENTED BY FOUND A 3-1/4" BRASS CAP STAMPED "PLS 34178") BEARS S 89°26'01" W, A DISTANCE OF 2,644.55 FEET, FORMING THE BASIS OF BEARINGS USED FOR THIS DESCRIPTION;

THENCE N 00°21'48" W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES;

- 1) S 89°26'01" W, A DISTANCE OF 1,212.80 FEET;
- 2) N 00°33'59" W, A DISTANCE OF 254.32 FEET;
- 1) S 89°38'36" W, A DISTANCE OF 953.18 FEET TO THE POINT OF TERMINUS, FROM WHICH THE SAID W 1/4 CORNER OF SAID SECTION 4 BEARS S 58°51'29" W, A DISTANCE OF 555.96 FEET.

THE SIDE LINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON PARCEL BOUNDARY LINE AND PERPENDICULAR TO THE POINT OF TERMINUS.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 1,203.26 FEET (79.92 RODS), WITH THE TOTAL AREA BEING 12,032 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

TOGETHER WITH:

TEMPORARY WORKSPACES FOR CONSTRUCTION PURPOSES AS SHOWN ON THE ACCOMPANYING EXHIBIT.
SURFACE APPURTENANCE SITE AS SHOWN ON THE ACCOMPANYING EXHIBIT

SURVEYOR'S STATEMENT:

I, HEATH A. SMITH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS RIGHT OF WAY DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE RIGHT OF WAY LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



HEATH A. SMITH, CO PLS #38643
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES

- 1. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 2. THIS LEGAL DESCRIPTION IS NOT A BOUNDARY SURVEY, LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.
- 3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.
- 4. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 5. THE DISTANCE SHOWN HEREON ARE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.19712030.

CIVITAS			
EXHIBIT B - EASEMENT JAMASO, LLC			
IN A PART OF THE NW 1/4 OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO			
SCALE: N/A	DRAWN BY: JCV	9/20/2022	CHECKED BY: HS
			9/20/2022
			REV: 0
		ENCOMPASS ENERGY SERVICES 10801 W. 126th AVE., SUITE 400 BROOMFIELD, CO 80021	DWG NO. PIPELINE EXHIBIT 62307 - JAMASO LLC_REV0
			SHEET 2 of 2

When Recorded, Return to:

Property Reserve, Inc.
Attn: Dane Hill
51 S. Main St., Suite 301
Salt Lake City, UT 84111-7502

(space above for recorder's use only)

FIFTH AMENDMENT TO RIGHT-OF-WAY AGREEMENT

THIS FIFTH AMENDMENT TO RIGHT-OF-WAY AGREEMENT ("**Fifth Amendment**") is between PROPERTY RESERVE, INC., a Utah non-profit corporation ("**Grantor**"), and CRESTONE PEAK RESOURCES WATKINS MIDSTREAM, LLC, a Delaware limited liability company ("**Grantee**") and is dated effective October 31, 2022 ("**Effective Date**").

Recitals

- A. Grantor owns the following described lands in Adams and Arapahoe Counties, Colorado:

T3S-R65W of the 6th PM, Adams County, CO

Section 13: All
Section 15: W2, SE/4
Section 22: All
Section 26: All
Section 27: All
Section 34: All
Section 35: E/2, NW/4

T4S-R65W of the 6th PM, Arapahoe County, CO

Section 3: E2, except that part thereof described in a deed to Arapahoe County recorded in Book 322 at page 345 and except that part thereof lying north of the Union Pacific Railroad right of way as described in a deed to Herman G. Fischahs and Wilhelmina M. Fischahs recorded in Book 1096

at page 88 and except that part thereof described in deed to the Department of Highways, State of Colorado, recorded in Book 961 at page 527, property records of Arapahoe County, Colorado.

Section: 4 SW/4

Section 5: All

- B. Grantor and Bronco Pipeline Company, a Colorado corporation (“Bronco”), entered into that certain Right-of-Way Agreement, dated December 19, 2017 (“Agreement”). The Agreement is recorded at reception number D8007543, Official Records, Arapahoe County, Colorado, and recorded at reception number 201800004510, Official Records, Adams County, Colorado.
- C. Pursuant to Section 1.2 of the Agreement, Grantor and Grantee acknowledge that Grantee’s gathering system will develop over time and, accordingly, they agree that the Easement Area defined in the Agreement may be determined in segments by survey and that the Agreement will be amended accordingly.
- D. Pursuant to such Section 1.2, the Agreement has previously been amended as follows:
- First Amendment to Right-of-Way Agreement dated May 3, 2018.
Reception number D8061754 in Arapahoe County, Colorado
Reception number 2018000043897 in Adams County, Colorado.
 - Second Amendment to Right-of-Way Agreement dated September 19, 2018.
Reception number D8099280 in Arapahoe County, Colorado.
Reception number 2018000081163 in Adams County, Colorado.
 - Third Amendment to Right-of-Way Agreement dated March 3, 2020.
Reception number E0027629 in Arapahoe County, Colorado
Reception number 2020000021017 in Adams County, Colorado
 - Fourth Amendment to Right-of-Way Agreement dated March 24, 2021.
Reception number E1050366, recorded March 25, 2021 in Arapahoe County, Colorado
Reception number 2021000036468, recorded March 25, 2021 in Adams County, Colorado

- E. Bronco has assigned the Agreement to Grantee, which assignment was consented to by PRI pursuant to that certain Consent to Assignment of Pipeline Easement and Right-of-Way Agreements, dated February 25, 2020.
- F. The parties desire to further amend the Agreement, subject to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the Agreement as follows:

1. The Exhibits "A" and "B" attached to this Fifth Amendment are added to and become part of the Agreement and the Easement Area (as defined in the Agreement) and constitute a part of the grant of right-of-way under the Agreement.
2. The parties acknowledge that Grantee will provide Grantor with certain good and valuable consideration, as described in that confidential Letter Agreement of even date herewith, which consideration is agreed to be and constitutes full, complete and final consideration pursuant to this Fifth Amendment and the Agreement.
3. Section 9(i) of the Agreement is hereby amended to read as follows:

“(i) General Liability insurance as follows: \$10 million combined single limit per occurrence, personal injury (including death) and property damage; \$10 million Aggregate, Broad Form commercial General Liability (ISO 1993 or better), to include Products – Comp/OP, aggregate of \$10 million, limits to apply to each project individually.”
4. Section 9(ii) of the Agreement is hereby amended to read as follows:

“(i) Sudden and accidental or gradual pollution liability insurance covering damages and claims arising out of pollution exposures with a limit of \$10 million in the aggregate.”
5. Section 9 of the Agreement is hereby amended to add the following new paragraph to the end thereof:

“On or after January 1, 2024, and annually thereafter during the term of this Agreement, Grantor may make commercially reasonable adjustments to the insurance limits set forth herein to reflect inflation and Grantor’s then current risk analysis.”

6. Except as specifically amended herein, all terms and conditions in the Agreement remain in full force and effect. The provisions hereof extend to, are binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
7. This Fifth Amendment may be executed in counterparts, each of which shall be considered one and the same agreement.

[Signature and Acknowledgments on the following page]

EXECUTED on the date(s) set forth in the acknowledgments, but effective for all purposes as of the Effective Date.

Grantor:
Property Reserve, Inc.

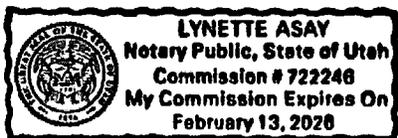
Grantee:
Crestone Peak Resources Watkins
Midstream, LLC

By: *Ashley Powell*
Name: ASHLEY POWELL
Its: PRESIDENT

By: *Allyson Boies*
Name: Allyson Boies
Its: VP - Land

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

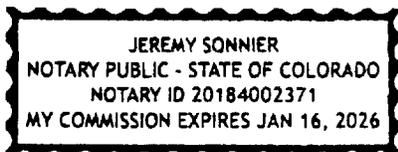
This Fifth Amendment was acknowledged before me on November 9, 2022 by Ashley Powell, as President of Property Reserve, Inc. a Utah non-profit corporation, on behalf of the corporation.



Lynette Asay
Notary Public for Utah

STATE OF COLORADO)
 :ss
COUNTY OF DENVER)

This Fifth Amendment was acknowledged before me on NOVEMBER 14, 2022 by Allyson Boies, VP of Land of Crestone Peak Resources Watkins Midstream, LLC, on behalf of the limited liability company.



Jeremy Sonnier
Notary Public for Colorado

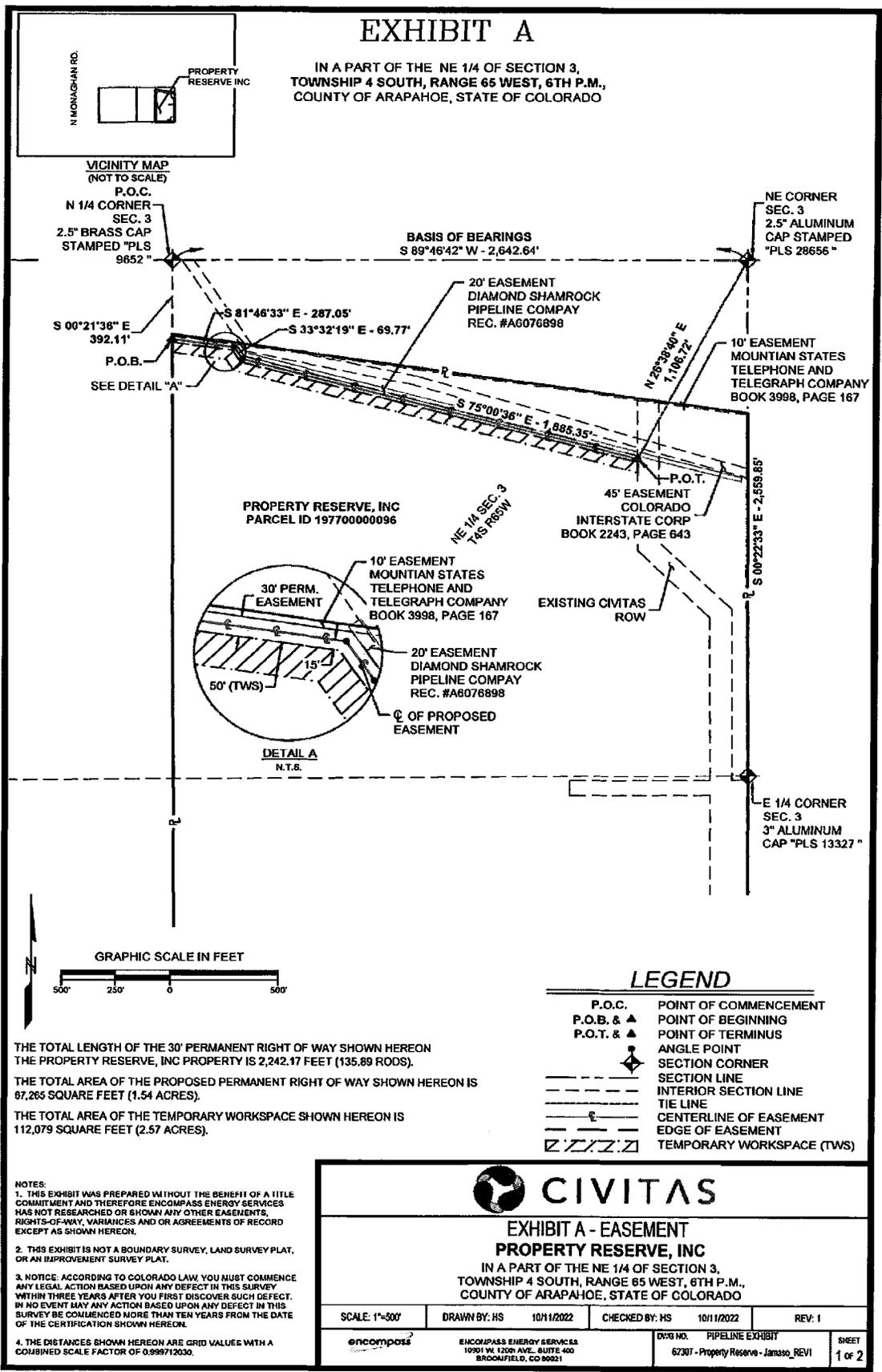


EXHIBIT B

PARCEL DESCRIPTION:

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY PROPERTY RESERVE, INC AND IS LOCATED IN A PART OF THE NE 1/4 OF SECTION 3 TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30 FEET WIDE EASEMENT, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 3 (AS MONUMENTED BY A FOUND 2.5" BRASS CAP STAMPED "9852"), FROM WHICH THE NE CORNER OF SAID SECTION 3 (AS MONUMENTED BY FOUND A 2.5" ALUMINUM CAP STAMPED "PLS 28656") BEARS N 89°46'42" E, A DISTANCE OF 2,642.64 FEET, FORMING THE BASIS OF BEARINGS USED FOR THIS DESCRIPTION;

THENCE S 00°21'36" E, A DISTANCE OF 392.11 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE, THE FOLLOWING THREE (3) COURSES:

- 1) S 81°46'33" E, A DISTANCE OF 287.05 FEET
- 2) S 33°32'19" E, A DISTANCE OF 69.77 FEET
- 3) S 75°00'36" E, A DISTANCE OF 1,885.35 FEET TO THE POINT OF TERMINUS, FROM WHICH THE SAID NE CORNER OF SAID SECTION 3 BEARS N 26°38'40" E, A DISTANCE OF 1,106.72 FEET.

THE SIDE LINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2,242.17 FEET (135.89 RODS), WITH THE TOTAL AREA BEING 67,265 SQUARE FEET OR 1.54 ACRES, MORE OR LESS.

TOGETHER WITH:

TEMPORARY WORKSPACES FOR CONSTRUCTION PURPOSES AS SHOWN ON THE ACCOMPANYING EXHIBIT.

SURVEYOR'S STATEMENT:

I, HEATH A. SMITH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS RIGHT OF WAY DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE RIGHT OF WAY LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



HEATH A. SMITH, CO PLS #38643
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES:

1. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THIS LEGAL DESCRIPTION IS NOT A BOUNDARY SURVEY, LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.
3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.
4. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
5. THE DISTANCE SHOWN HEREON ARE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.999712030.

CIVITAS			
EXHIBIT B - EASEMENT PROPERTY RESERVE, INC IN A PART OF THE NE 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO			
SCALE: NA	DRAWN BY: HS	10/11/2022	CHECKED BY: HS
			10/11/2022
			REV: 1
ENCOMPASS ENERGY SERVICES 10001 W. 120th AVE., SUITE 400 BROOMFIELD, CO 80021		DWG NO. PIPELINE EXHIBIT 62307 - Property Reserve - Janasa_REV1	SHEET 2 of 2